

AMENDED



TOWN COMMISSION MEETING AGENDA

January 10, 2023 at 6:30 PM

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR JANUARY 10, 2023

A. MINUTES

1. Planning & Zoning Board September 15, 2022 Meeting Minutes
2. Purchasing Review Committee January 6, 2022 Meeting Minutes

APPROVAL OF AGENDA FOR JANUARY 10, 2023

NEW BUSINESS

- 1. ORDINANCE 23-01, COMPREHENSIVE PLAN AMENDMENT- CAPITAL IMPROVEMENT PLAN (CIE) FY 2022 – 2023, ORDINANCE 23-01 AMENDED**

AMENDED

- 2. RESOLUTION 22-41, PUBLIC HEARING, AMENDED ADOPTION OF FINAL MILLAGE RATE FOR FY 2022 – 2023**
- 3. RESOLUTION 22-53, SPECIAL EXCEPTION, XTREME CAR CENTER, INC- AMENDED STAFF REPORT**
- 4. RESOLUTION 22-54, RIGHT-OF-WAY VACATION, PORTION OF HELICOPTER ROAD**
- 5. DISCUSSION, WETLAND TRANSITIONAL ZONE**
- 6. DISSCUSSION AND ACTION, RFP 23-01, FIRE DEPARTMENT RENOVATIONS**
- 7. DISCUSSION & ACTION, RFP 22-06, MOBILE EVENT STAGE AWARD**
- 8. DISUSSION AND ACTION, GARBAGE CART PURCHASE**
- 9. DISCUSSION & ACTION, FEMA FUNDING AGREEMENT**
- 10. DISCUSSION AND ACTION, EMBERGENCY FACILITY REPAIRS FROM HURRICANE IAN DAMAGES**
- 11. DISCUSSION & ACTION, 2023 FBC-LEO ANNUAL CONFERENCE**

REPORTS FROM OFFICERS

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

ADJOURNMENT

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

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



TOWN COMMISSION MEETING

Item A.

January 10, 2022

AGENDA ITEM TITLE: Approval of the Commission Consent Agenda for January 10, 2022

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

STAFF ANALYSIS: The consent agenda for the meeting of January 10, 2022 contains the following:

A. Minutes:

1. Planning & Zoning Board September 15, 2022 Meeting Minutes
2. Purchasing Review Committee January 6, 2022 Meeting Minutes

STAFF RECOMMENDATION: Approval of the January 10, 2022 Consent Agenda

ATTACHMENTS: Planning & Zoning Board September 15, 2022 Meeting Minutes
Purchasing Review Committee January 6, 2022 Meeting Minutes

DUNDEE PLANNING & ZONING BOARD

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



PLANNING & ZONING BOARD MEETING MINUTES for SEPTEMBER 15, 2022

CALL TO ORDER at 5:30pm by Chair Ron Hall
PLEDGE OF ALLEGIANCE: Chair Ron Hall
ROLL CALL: Jenn Garcia

MEMBERS PRESENT:

Ron Hall
Suzetta Henson
Jill Kitto

MEMBERS ABSENT:

Ray Hunt
Sam Ahmed

Mrs. Garcia stated that Ray Hunt notified Town Staff that he would be on shift and would not be able to attend the meeting, Town Staff did not receive notification from Sam Ahmed.

STAFF PRESENT:

Jenn Garcia, Town Clerk
Marisa Barmby, CFRPC
John Vice, Public Works Director
Lorraine Peterson, Town Planner

AGENDA

ITEM 01: APPROVAL OF MINUTES

Planning & Zoning Board Meeting Minutes 05/19/2022.

MOTION TO APPROVE the Planning & Zoning Board Meeting Minutes for July 21, 2022 made by Board Member Kitto. Seconded by Board Member Henson. Passed Unanimously.

AYES: Hall, Henson, Kitto
NAYS: None

Marisa Barmby of Central Florida Regional Planning Council introduced the new Town Planner, Lorraine Peterson.

Ms. Peterson greeted the Board and shared her experiences and pleasure to be working for Dundee.

ITEM 02: DISCUSSION ITEMS

A. POTENTIAL CODE OF ORDINANCE UPDATE- PARK AND RECREATION OPERATING HOURS

Marisa Barmby of Central Florida Regional Planning Council gave the presentation.

Chair Hall requested a report of the developments who committed to a fee-in-lieu of park and recreation and if they did how much was given, and which parks the fees were invested and how.

Mrs. Barmby stated that the Town does have these records and will present it when the final language for the board's consideration.

Member Henson stated that decision for the parks should be made simultaneously. Mrs. Barmby stated that the board may want to consider recommending changes being made by resolution.

Member Kitto inquired if information, hours, and rules would be posted specific to each park and Public Works Director, John Vice, confirmed this the approach the Town is and will continue to be improved and taken.

Chair Hall stated that the park restrooms are used at times by the homeless and people with RVs and wondered if these updates would affect those. He further stated that there are issues with the late hours that young people are at the basketball courts. He also observed that isolated tables can invite undesirable activity. He further stated that trails must be monitored and designed so to keep those using the trails safe.

Mr. Vice explained that the restroom issues will need to be reported to the PCSO if it is believed to be illegal activity. The basketball courts already have hours listed and require a parent to be with minors and it will be up to the citizens to report if these rules are abused.

Member Henson reminded the board that we must ensure that our rules are not to the extreme of keeping youth out.

Mrs. Barmby appreciated the input and advised the board that final language will be brought back before them for their consideration.

B. INTRODUCTION TO PROPOSED TECHNICAL STANDARDS MANUAL

Marisa Barmby of Central Florida Regional Planning Council gave the presentation.

Mrs. Barmby clarified that these items are all in place, however they are scattered and are difficult to locate in the code. The proposed manual will have all the standards collected in an organized fashion that will benefit the Town and those looking to build and conduct business in the Town.

Mrs. Barmby stated that she anticipates having a final draft before the board within the next 3 months.

REPORTS FROM OFFICERS:

Town Administration:

Town Clerk Garcia brought a report that was requested at the last meeting on the number of absences that board members are permitted to have considering the concern in the number of absences of Member Ahmed. Section 2-46 of the Town Code states that missing 3 or more consecutive meetings will be considered an automatic resignation unless absences have been excused by the board. A spreadsheet that showed the attendance of all members over the last one year.

This information prompted the board to excuse Ray Hunt from the meeting.

MOTION TO EXCUSE Ray Hunt from the September 15, 2022 Planning and Zoning meeting made by Jill Kitto. Seconded by Suzetta Henson. Motion carried.

AYES: Hall, Henson, Kitto

NAYS: None

MOTION TO RECOMMEND termination of Sam Ahmed's seat on the Planning & Zoning Board to the Town Commission made by Jill Kitto. Seconded by Member Henson. Motion carried.

AYES: Henson, Kitto

NAYS: None

Board Member Comments:

Board Member Kitto

- Inquired of further explanation and information on the CDDs. Mrs. Barmby explained that it is considered an HOA on steroids with upgraded amenities that are available to the community for a fee.
- Expressed concern of the condition of the roads with all the development the Town is experiencing. Town Clerk Garcia stated that we are having a large-scale traffic study conducted that will assist the Town on scheduling improvements and clear expectations that will be given to developers.
- Requested an update on the US 27 trucking company issue that has still not been corrected. Mrs. Barmby reported that a full application special exception was submitted by the applicant representative, Dave Carter with Carter Kaye Engineering and accepted by the Town that day and it should be coming before the board in the coming months. Mrs. Garcia also stated that this remains an open case.

Board Member Henson

- Requested updated maps that includes the maps of the roads. Mrs. Barmby and Mrs. Garcia will distribute the maps to the board members.

ADJOURNMENT

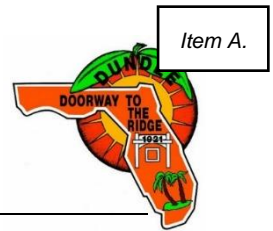
Meeting adjourned at 7:07pm.

Respectfully Submitted,


Jenn Garcia, Town Clerk

Purchasing Review Committee

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



**MINUTES & REPORT OF THE
DUNDEE PURCHASING REVIEW COMMITTEE
RFP 22-06, FY 2022 – 2023 MOBILE EVENT STAGE TRAILER
PUBLIC WORKS DEPARTMENT
January 6, 2023, at 12:00 PM**

ATTENDEES

Jenn Garcia, Assistant Town Manager
Eneida Padilla, Interim Finance Director
John Vice, Public Works Director
Melissa Glogowski, Executive Administrative Assistant

CALL TO ORDER

The Meeting was called to order by John Vice at 12:02 PM.

Review and score bids of RFP 22-06: FY 2022 – 2023 MOBILE EVENT STAGE TRAILER FOR THE PUBLIC WORKS DEPARTMENT

The Town received one (1) bid by the January 05, 2023, at 4:30pm due date:

Clerk Melissa Glogowski read the note attached to the top of the bid; "Please excuse the (5) copies not enclosed. I do not have the resources to print all these pages on my printer." Clerk notified the board that all other required documentation had been included in the packet.

Per page(s) 10, #10C and 11, which state that when an oversight in good faith was made, the Town reserves the right to refer to the Town Manager/Commission to waive minor informalities, irregularities, or technicalities in any bid.

Motion was made by Board Chair John Vice, to accept the bid from Century Industries in the amount of \$115,308.00 to be considered for RFP 22-06. Seconded by Eneida Padilla Nieves. Passed Unanimously.

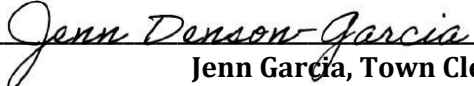
Board member Garcia asked Board Chair Vice if all requested conditions of the RFP had been met. Board Chair, Vice stated that they had.

Motion was made by Board Chair John Vice, to recommend the RFP to Town Manager, Tandra Davis to waive not having the required additional five (5) copies due to their inability to print and approve acceptance of the bid. Seconded by Jenn Garcia. Passed Unanimously.

Upon approval, it was the consensus of the Purchasing Review Committee to recommend to the Town Commission to award RFP 22-06 to Century Industries.

ADJOURNMENT at 12:40 PM.

Respectfully Submitted,


Jenn Garcia, Town Clerk

DUNDEE PLANNING & ZONING BOARD

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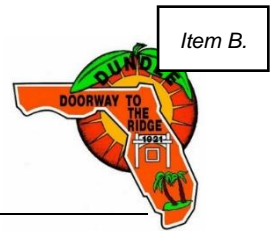
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Jenn Garcia, Town Clerk

Purchasing Review Committee

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



**MINUTES & REPORT OF THE
DUNDEE PURCHASING REVIEW COMMITTEE
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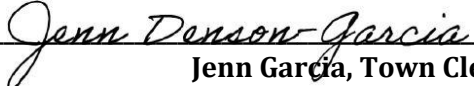
Board member Garcia asked Board Chair Vice if all requested conditions of the RFP had been met. Board Chair, Vice stated that they had.

Motion was made by Board Chair John Vice, to recommend the RFP to Town Manager, Tandra Davis to waive not having the required additional five (5) copies due to their inability to print and approve acceptance of the bid. Seconded by Jenn Garcia. Passed Unanimously.

Upon approval, it was the consensus of the Purchasing Review Committee to recommend to the Town Commission to award RFP 22-06 to Century Industries.

ADJOURNMENT at 12:40 PM.

Respectfully Submitted,


Jenn Garcia, Town Clerk



AMENDED TOWN COMMISSION MEETING

January 10, 2023 at 6:30 PM

- AGENDA ITEM TITLE:** 2022 Annual Update to the Comprehensive Plan’s Capital Improvement Element (CIE)
- SUBJECT:** The Town Commission will consider approval of the 2023-2027 Comprehensive Plan’s Capital Improvement Element (CIE) Amendment.
- STAFF ANALYSIS:** The CIE has been reviewed and updated in accordance with Section 163.3187 or Section 163.3185.
- The Capital Improvement Element Amendment and the updated 5-year Capital Improvements Plan schedule of capital improvements is included in the update.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Approval of the proposed amendments to the Capital Improvement Element.
- ATTACHMENTS:** CFRPC Staff Report- AMENDED
Ordinance 23-01- AMENDED



AMENDED
TOWN COMMISSION MEETING
January 10, 2023

- AGENDA ITEM TITLE:** ORDINANCE 23-01, COMPREHENSIVE PLAN AMENDMENT- CAPITAL IMPROVEMENT PLAN (CIE) FY 2022 – 2023
- SUBJECT:** The Town Commission will consider approval of the first reading of Ordinance 23-01, 2023-2027 Capital Improvement Element (CIE) Amendment to set the public hearing.
- STAFF ANALYSIS:** This is a Town-initiated request to Amend the Comprehensive Plan’s Capital Improvement Element for Fiscal Year 2022-2023.
- Upon approval of the first reading, Ordinance 23-01 will be advertised for second reading public hearing to be held January 24, 2023.
- FISCAL IMPACT:** \$ 4,609,562
- STAFF RECOMMENDATION:** Approval of first reading of Ordinance 23-01 to set the public hearing.
- ATTACHMENTS:** Staff Report
- Ordinance 23-01- AMENDED*



TOWN COMMISSION MEETING

January 10, 2023

AGENDA ITEM TITLE: ORDINANCE 23-01, COMPREHENSIVE PLAN AMENDMENT-
CAPITAL IMPROVEMENT PLAN (CIE) FY 2022 – 2023

SUBJECT: The Town Commission will consider approval of the first reading of Ordinance 23-01, 2023-2027 Capital Improvement Element (CIE) Amendment to set the public hearing.

STAFF ANALYSIS: This is a Town-initiated request to Amend the Comprehensive Plan’s Capital Improvement Element for Fiscal Year 2022-2023.

Upon approval of the first reading, Ordinance 23-01 will be advertised for second reading public hearing to be held January 24, 2023.

FISCAL IMPACT: \$ 4,609,562

STAFF RECOMMENDATION: Approval of first reading of Ordinance 23-01 to set the public hearing.

ATTACHMENTS: Staff Report

Ordinance 23-01

AMENDED



TOWN OF DUNDEE COMPREHENSIVE PLAN AMENDMENT STAFF REPORT

TO: Town of Dundee Town Commission

PREPARED BY: Central Florida Regional Planning Council

AGENDA DATE: January 10, 2023

REQUESTED ACTION: Consider approval of the 2022 Annual Update to the Comprehensive Plan’s Capital Improvement Element (CIE)

BACKGROUND:

The Florida Statutes mandates that local governments should update and adopt the Capital Improvement Element (CIE) (including the CIE 5-Year Schedule of Improvements) after adoption of the Annual Budget and CIE. This update includes fiscal years 2021/2022 through 2025/2026. The 5-year Schedule of Capital Improvements consists of items identified in the Capital Improvement Program portion of the Town’s Operating Budget that implement specific objectives and policies contained in the Comprehensive Plan.

The CIE must be reviewed on an annual basis and modified as necessary in accordance with Section 163.3187 or Section 163.3185, Florida Statutes, in order to maintain a financially feasible 5-Year schedule of capital improvements. CIE amendments require only a single public hearing before the governing board which shall be an adoption hearing.

Adoption of the CIE is by ordinance. Exhibit “A” to the Ordinance contains the Capital Improvement Element Amendment and the updated 5-Year Capital Improvements Plan schedule of capital improvements.

PROPOSED AMENDMENTS:

The following amendments are proposed:

- Update the reference to the years for the Polk County School Board’s Five-Year

Facilities Work Program

- Updating the Capital Improvements Schedule to reflect the Fiscal Year 2022/23 through 2026/27 and the current project needs.

NEXT STEPS:

The item will be forwarded to the Town Commission with the Planning and Zoning Board's recommendation for consideration. If the Town Commission votes to approve the amendment, the CFRPC will transmit this amendment on behalf of the Town to the Florida Department of Economic Opportunity.

PUBLIC HEARING

MOTION OPTIONS:

1. I move **approval of changes to the Town Commission** for the proposed amendments to the Capital Improvements.
2. I move **recommending approval with changes to the Town Commission** for the proposed amendments to the Capital Improvements Element.
3. I move continuation of this item until a date certain.

Attachments:

Proposed Language including CIP
Ordinance 23-01

AMENDED

ORDINANCE 23-01
PAGE 1 OF 16

ORDINANCE NO. 23-01

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE 2030 COMPREHENSIVE PLAN OF THE TOWN OF DUNDEE, FLORIDA, SAID AMENDMENT BEING KNOWN AS "AMENDMENT 23-01CIE"; SPECIFICALLY AMENDING THE ADOPTED CAPITAL IMPROVEMENTS ELEMENT AND UPDATING THE 5-YEAR CAPITAL IMPROVEMENTS PLAN; TRANSMITTING SAID AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; MAKING FINDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and mandates the Town of Dundee, Florida, to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the County; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Commission held meetings and hearings on **Amendment 23-01CIE**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

WHEREAS, in exercise of its authority the Town Commission has determined it necessary to adopt this **Amendment 23-01CIE** to the Comprehensive Plan, which amendment is marked as Exhibit "A" and is attached and made a part hereof, to ensure that the Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the Town of Dundee; and

WHEREAS, the Commission of the Town of Dundee, Florida, amends its Comprehensive Plan in the following specific manner:

Updating the Capital Improvements Element, including the annual update of the 5-Year Capital Improvements Plan (CIP).

WHEREAS, in accordance with the procedures required by Sections 166.041(3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this Ordinance were considered by the Town’s Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting on December 15, 2022 at which time interested parties and citizens had the opportunity to be heard and such amendments were recommended to the Town Commission for adoption; and

WHEREAS, in accordance with the Expedited State Review procedures required by Section 163.3184(3) Florida Statutes, the Town of Dundee transmitted the proposed amendment and supporting data and analysis to the applicable review agencies.

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

Section 1. Recitals.

The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the Town Commission as the legislative findings and intent pertaining to this Ordinance.

Section 2. Amendment of Capital Improvements Element of the Comprehensive Plan.

The Town of Dundee 2030 Comprehensive Plan (the “Comprehensive Plan”) is hereby amended to update the Capital Improvements Element, including the annual update of the 5-Year Capital Improvements Plan (CIP), as set forth in Exhibit “A” attached hereto and by reference made a part hereof.

Section 3. 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 Comprehensive Plan, unless such repeal is explicitly set forth herein.

Section 4. Severability.

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, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections,

subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. Codification and the Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Comprehensive Plan of the Town of Dundee; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Comprehensive Plan is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or her/his designee, without need of public hearing, by filing a corrected or recodified copy of same with the Town Clerk A certified copy of this enacting ordinance and certified copy of the Town of Dundee Comprehensive Plan shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

Section 6. Effective Date.

This Ordinance shall become effective 31 days after its adoption if no timely challenge is filed. If timely challenged, this Ordinance shall become effective as provided in the applicable provisions of Chapter 163, Part II, Florida Statutes. No development orders, development permits, or land uses dependent upon this amendment, as described on the attached map of proposed land uses, may be issued or commenced before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

INTRODUCED AND PASSED on First Reading and transmittal public hearing of at the regular meeting of the Town Commission of the Town of Dundee held this 10th day of January, 2023.

PASSED AND DULY ADOPTED, on Second Reading with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this day of _____, 2023.

TOWN OF DUNDEE, FLORIDA

MAYOR – Sam Pennant

ATTEST:

TOWN CLERK – Jenn Garcia

Approved as to form:

TOWN ATTORNEY – Frederick J. Murphy, Jr.

AMENDED

ORDINANCE 23-01
PAGE 5 OF 16

EXHIBIT "A"

ORDINANCE 23-01
PAGE 6 OF 16

2023-2027 CIP (10-11-22)									
1			Total						Comments
2		Funding	2022-2027	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
NO	Description	Sources	CIP	Budget	Budget	Budget	Budget	Budget	
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1	WP #1 (Riner) Replace/Repairs to Structure; New Operations Building w/Electrical, Instrumentation & Controls, Restrooms, 250,000 gallon ground storage tank and design and engineering	Grant/SRF	\$ 950,000	\$ 950,000					Riner Water Plant was built in . Major upgrades are necessary to the building , electrical, chlorine tank and SCADA monitoring system. There are no bathrooms- for staff.
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4	WP #2 - Chlorine Pump, Skid and Electronics for Well (Hickory)	Revenues	\$ 15,000	\$ 15,000					Separing 2 wells (600&1200) on same Chlorine Pump
5	PRWC Engineering & Design for Brackish Water Supply & Ground Storage Tank at Hickory Walk Water Plant	Impact Fees	\$ 500,000		\$ 500,000				Preliminary/final designs, permitting, evaluation of facility, blending, storage, pumping equipment, chemical, electrical and controls upgrades
6	WP #2 - PRWC Alternative Water Supply (Brackish), 1MG Ground Storage Tank (GST), Electrical w/Building, Instrumentation & Controls, Flow Meter Station, Above Ground Injection Station to be included as PRWC Plant Upgrades)	Impact Fees	\$ 5,269,000			\$ 3,000,000	\$ 2,269,000		PRWC Project Construction (750,000 Tank, High Service Pumps, Chlorine, Electrical Switch gear,VFD, Auto Transfer Switch, plant modifications, and generator)
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	Total Water - Facilities		\$ 9,997,626	\$ 2,269,062	\$ 783,352	\$ 3,655,880	\$ 2,752,018	\$ 537,314	Sub-Total Facilities
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12	Water Line Replacement Town-Wide 2" (See List)	SRF - Debt	\$ 3,775,000	\$ 300,000	\$ 775,000	\$ 900,000	\$ 900,000	\$ 900,000	3" Streets/Alleys/Asbestos = 21,071 feet or 3.99 miles
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	Total Water - Infrastructure		\$ 6,390,000	\$ 700,000	\$ 1,135,000	\$ 1,285,000	\$ 1,835,000	\$ 1,435,000	Sub-Total - Infrastructure
Water Plant - Miscellaneous									
17	Update Water Master Plan	Revenues	\$ 80,000	\$ 80,000					Verify water system weaknesses, needs, expansions,
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AMENDED

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CAPITAL IMPROVEMENTS ELEMENT

Adopted October 26, 2010
Update Adopted January 11, 2011
Update Adopted February 23, 2016
Update Adopted June 13, 2017
Update Adopted

GOAL: IT SHALL BE THE GOAL OF THE TOWN OF DUNDEE TO PROVIDE NECESSARY PUBLIC FACILITIES AND SERVICES FOR ALL EXISTING AND FUTURE DEVELOPMENT, AT ADOPTED LEVEL OF SERVICE STANDARDS, THROUGH A PROCESS THAT PERMITS DEVELOPMENT CONCURRENT WITH THE ABILITY OF THE TOWN TO PROVIDE SUCH FACILITIES AND SERVICES. [9J5-016(3)(A)]

OBJECTIVE 1: 5-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

PROVIDE IMPROVEMENTS TO PUBLIC FACILITIES AND SERVICES AS INDICATED IN THE 5-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS TO CORRECT EXISTING DEFICIENCIES, REPLACE OBSOLETE OR WORN-OUT FACILITIES, AND ACCOMMODATE THE NEEDS OF DESIRED FUTURE GROWTH. [9J5.016(3)(B)1]

Policy 1.1: Include in the 5-Year Schedule of Capital Improvements all projects and equipment identified as needed in other elements of this Comprehensive Plan that are relatively high in cost (\$10,000 or greater) and necessary to maintain the adopted level of service standards or correct existing deficiencies.

Policy 1.2: Evaluate and rank proposed capital improvement projects in order of priority according to the following guidelines:

1. Whether the project is needed to: correct an existing level of service deficiency, protect the health and safety, serve developments for which development orders were issued prior to the adoption of the Comprehensive Plan, or fulfill a legal commitment of the town;

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- 3. Whether the project is needed to accommodate new growth in accordance with the Future Land Use Map at the adopted level of service standard;
- 4. Whether the project represents a logical extension of facilities and services within the town's service area; and
- 5. Whether the project is financially feasible within revenue and budget constraints. [9J-5.016(3)(c)1]

Policy 1.3: Capital improvements projects included in the 5-Year Schedule of Capital Improvements shall be consistent with the goals, objectives, and policies of the appropriate elements of the Comprehensive Plan, including and especially the Public Education Facilities Element. [9J-5.016(3)(c)9]

Policy 1.4: Provide, or require others to provide, needed capital expenditures for the replacement or renewal of obsolete or worn-out capital facilities to maintain the adopted level of service standards. [9J-5.016(3)(c)3]

OBJECTIVE 2: CONCURRENCY AND CAPITAL IMPROVEMENTS

BASE LAND USE DECISIONS, INCLUDING DECISIONS REGARDING THE ISSUANCE OF DEVELOPMENT ORDERS AND PERMITS, ON THE DEVELOPMENT REQUIREMENTS INCLUDED IN THIS COMPREHENSIVE PLAN, THE LAND DEVELOPMENT REGULATIONS OF THE TOWN OF DUNDEE, AND THE AVAILABILITY OF PUBLIC FACILITIES AND SERVICES NECESSARY TO SUPPORT SUCH DEVELOPMENT AT THE ADOPTED LEVEL OF SERVICE STANDARDS.

Policy 2.1: The following level of service standards, as established in other elements of the Comprehensive Plan and by the Polk County School Board are hereby adopted and shall be maintained for existing or previously permitted development and for new development or redevelopment in the Town or the Town's utility service areas:

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SANITARY SEWER	
Flow Capacity	1.5 MGD
Average Daily Flow	105 gpcd average daily flow
Effluent quality	Meet or exceed EPA and DEP effluent standards
POTABLE WATER	
Flow Capacity:	
Average daily demand :	115 gpcd
Maximum daily demand:	1.5 times average daily demand
SOLID WASTE	
Level of Service:	8.0 lbs. per person per day
DRAINAGE	
Drainage	<p>The following shall be the level of service standards for stormwater facilities:</p> <ul style="list-style-type: none"> a. Drainage Structures: Ability to handle 25-year, 24 hour storm event b. Stormwater Facilities: 25-year, 24 hour storm event at top of bank or berm c. Storm sewers: Capacity to handle a 25-year storm event
RECREATION	
Level of Service:	4.5 acres per 1,000 population

Roads:

- a. The Town of Dundee shall coordinate with the Polk Transportation Planning Organization (PTPO) and the Central Florida Regional Planning Council to adopt and apply multi-modal levels of service which shall be the minimum acceptable standards for State, County, and local roads within the Town Limits of Dundee. Said multi-modal LOS standards shall promote transit by lowering levels of service where transit is available. The Town hereby adopts multi-modal levels of service as set forth in the following tables.

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	Highway Minimum Standard	Highway Minimum Duration	Transit	Pedestrian	Bicycle
M1	LOS “D” peak direction	Average of two highest peak hours	60 minute headway	Sidewalk access to bus stop	Bike racks on buses
M2	LOS “E” peak direction	Average of two highest peak hours	30 minute headway	Sidewalk access to bus stop	Bike racks on buses Bike route/system

*Does not supersede SIS LOS Standard as set by Rule 14-94, F.A.C.

- b. For roadways outside the multi-modal service area, the Town hereby adopts the following peak season/peak hour standards as the minimum level of service (LOS) standard:

BASE HIGHWAY LEVEL OF SERVICE STANDARDS ⁽¹⁾	
Facility Type	Level of Service
Principal arterial roadways: SIS facilities Non-SIS facility	Subject to TE Policy 1.2 D
Minor arterial roadways	D
All other roadways	D
⁽¹⁾ LOS is measured for the peak hour/peak direction using the average of the two highest peak hours.	

[9J-5.007(3)(c)1]

- c. The minimum level-of-service standard for roadways on the Strategic Intermodal System (SIS) and the Florida Intrastate Highway System (FIHS), shall be in accordance with the Statewide Minimum Level of Service Standards for the State Highway System published in Rule 14-94, F.A.C., or any rule variance issued by the Florida Department of Transportation.

Public School Facilities:

Consistent with the Interlocal Agreement for Public School Facilities, the uniform, district wide level of service standards are established as a percent of permanent Florida Inventory of School Houses (FISH) capacity. The LOS standards are set as follows:

TIERED LEVEL OF SERVICE STANDARDS					
School Facility Type	Year	Year	Year	Year	Year
	2015-16 <u>2022-23</u>	2016-17 <u>2023-24</u>	2017-18 <u>2024-25</u>	2018-19 <u>2025-26</u>	2019-20 <u>2026-27</u>
Elementary	100%	100%	100%	100%	100%
Middle	100%	100%	100%	100%	100%
High School	100%	100%	100%	100%	100%

- a. Magnet and School of Choice:
One hundred percent (100%) of enrollment quota as established by the School Board or court ordered agreements and as adjusted by the School Board annually.
- b. Other:
K-8, 6th grade centers, 9th grade centers, 6-12 are at one hundred percent (100%) of permanent DOE FISH capacity
- c. Special Facilities:
Including alternative education or special programmatic facilities are designed to serve the specific population on a countywide basis or for temporary need and are not zoned to any specific area. Therefore, they are not available or used for concurrency determinations.
- d. Conversion Charter Schools:
The capacity is set during contract negotiations and the School Board has limited control over how many students the schools enroll.

Policy 2.2: The Town of Dundee adopts by reference the ~~2015-2016~~ 2022-2023 through ~~2019-2020~~ 2026-2027, Five-Year Facilities Work Program. The Work Program is approved annually by the School Board, and includes school capacity sufficient to meet anticipated student demands projected by the County and municipalities and based on

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the adopted level of service standards for public schools. The 5-year schedule of improvements ensures the level of service standards for public schools are achieved and maintained within the 5-year period. Annual updates to the schedule shall ensure levels of service standards are achieved and maintained within each year of subsequent 5-year schedule of capital improvements. Annual updates by the School Board will be adopted by reference as the City annually updates its CIE and CIP.

- Policy 2.3:** At the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development. [9J-5.016(3)(c)6]
- Policy 2.4:** In order to ensure the Town meets levels of service standards, population projections will be updated yearly.
- Policy 2.5:** The Town of Dundee hereby adopts, by reference, the Polk County Transportation Planning Organization Transportation Improvement Plan, and the Florida Department of Transportation 5-Year Work Program, into the Town's Five-year Schedule of Capital Improvements.
- Policy 2.6:** The Town hereby incorporates its Ten-Year Water Supply Facilities Work Plan as a technical support document into this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015. The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan. In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.
- Policy 2.7:** The Town shall not allow exceptions for developments of de minimis impact.

OBJECTIVE 3: COST SHARING FOR NEW DEVELOPMENT

REQUIRE FUTURE DEVELOPMENT TO ASSUME A PROPORTIONATE SHARE OF THE COST OF PROVIDING PUBLIC FACILITIES AND

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SERVICES TO SUPPORT SUCH DEVELOPMENT AT THE ADOPTED LEVEL OF SERVICE STANDARDS. [9J-5.016(3)(B)4]

Policy 3.1: Continue to implement an impact fee ordinance in order to assess new development a pro rata share of the costs required to provide public facilities and services to meet the adopted level of service standards. [9J-5.016(3)(c)8]

Policy 3.2: The Town shall include in land development regulations a program for land dedication, payment-in-lieu-of dedication, or other form of exaction as a requirement of subdivision or land development for the purpose of retaining easements for utility and traffic circulation systems, and for meeting all adopted level of service standards. -[9J-5.016(3)(c)8]

OBJECTIVE 4: MANAGEMENT OF FISCAL RESOURCES

MANAGE FISCAL RESOURCES TO ENSURE THAT THE PUBLIC FACILITY AND SERVICE IMPROVEMENT NEEDS CREATED BY PREVIOUSLY ISSUED DEVELOPMENT ORDERS AND FUTURE DEVELOPMENT DOES NOT EXCEED THE ABILITY OF THE TOWN TO FINANCE, CONSTRUCT, OR INSTALL SUCH IMPROVEMENTS. [9J-5.016(3)(B)5]

Policy 4.1: Update the Capital Improvements Element annually to reflect existing and projected capital needs in accordance with the adopted level of service standards, for the purpose of assessing the costs of those needs against projected revenues and expenditures.

Policy 4.2: Continue the on-going 5-year Capital Improvements Program and incorporate a capital budget as part of the annual town budget to ensure that funds are available for projected capital needs. [9J-5.016(3)(c)7]

Policy 4.3: Limit the maximum ratio of outstanding indebtedness for providing capital facilities and services to no greater than 15 percent of the property tax base. [9J-5.016(3)(c)2]

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ORDINANCE NO. 23-01

AN ORDINANCE AMENDING THE 2030 COMPREHENSIVE PLAN OF THE TOWN OF DUNDEE, FLORIDA, SAID AMENDMENT BEING KNOWN AS "AMENDMENT 23-01CIE"; SPECIFICALLY AMENDING THE ADOPTED CAPITAL IMPROVEMENTS ELEMENT AND UPDATING THE 5-YEAR CAPITAL IMPROVEMENTS PLAN; TRANSMITTING SAID AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and mandates the Town of Dundee, Florida, to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the County; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Commission held meetings and hearings on **Amendment 23-01CIE**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

WHEREAS, in exercise of its authority the Town Commission has determined it necessary to adopt this **Amendment 23-01CIE** to the Comprehensive Plan, which amendment is marked as Exhibit "A" and is attached and made a part hereof, to ensure that the Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the Town of Dundee; and

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WHEREAS, the Commission of the Town of Dundee, Florida, amends its Comprehensive Plan in the following specific manner:

Updating the Capital Improvements Element, including the annual update of the 5-Year Capital Improvements Plan (CIP).

WHEREAS, in accordance with the procedures required by Sections 166.041(3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this Ordinance were considered by the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting on December 15, 2022 at which time interested parties and citizens had the opportunity to be heard and such amendments were recommended to the Town Commission for adoption; and

WHEREAS, in accordance with the Expedited State Review procedures required by Section 163.3184(3) Florida Statutes, the Town of Dundee transmitted the proposed amendment and supporting data and analysis to the applicable review agencies.

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

Section 01. Amendment of Capital Improvements Element of the Comprehensive Plan

The Town of Dundee 2030 Comprehensive Plan is hereby amended as set forth in Exhibit "A" by:

Updating the Capital Improvements Element, including the annual update of the 5-Year Capital Improvements Plan (CIP).

Section 1. The Comprehensive Plan of the Town of Dundee is hereby amended to update the Capital Improvements Element, including the annual update of the 5-Year Capital Improvements Plan (CIP).

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Section 2. This Ordinance shall become effective 31 days after its adoption if no timely challenge is filed. If timely challenged, this Ordinance shall become effective as provided in the applicable provisions of Chapter 163, Part II, Florida Statutes. No development orders, development permits, or land uses dependent upon this amendment, as described on the attached map of proposed land uses, may be issued or commenced before it has become effective.

Section 3. All ordinances in conflict herewith are hereby repealed.

Section 4. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 5. A certified copy of this enacting ordinance and certified copy of the Town of Dundee Comprehensive Plan shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

Section 6. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Comprehensive Plan of the Town; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Comprehensive Plan is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his designee, without need of public hearing,

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by filing a corrected or recodified copy of same with the Town Clerk.

INTRODUCED AND PASSED on First Reading the 10th day of January , 2023.

PASSED AND DULY ADOPTED, on Second Reading with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this _____ day of _____, 2023.

TOWN OF DUNDEE, FLORIDA

MAYOR – Sam Pennant

ATTEST:

TOWN CLERK – Jenn Garcia

Approved as to form:

TOWN ATTORNEY – Frederick J. Murphy, Jr.

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EXHIBIT "A"

2023-2027 CIP (10-11-22)									
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Level of Service:	8.0 lbs. per person per day
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Drainage	<p>The following shall be the level of service standards for stormwater facilities:</p> <ul style="list-style-type: none"> a. Drainage Structures: Ability to handle 25-year, 24 hour storm event b. Stormwater Facilities: 25-year, 24 hour storm event at top of bank or berm c. Storm sewers: Capacity to handle a 25-year storm event
RECREATION	
Level of Service:	4.5 acres per 1,000 population

Roads:

- a. The Town of Dundee shall coordinate with the Polk Transportation Planning Organization (PTPO) and the Central Florida Regional Planning Council to adopt and apply multi-modal levels of service which shall be the minimum acceptable standards for State, County, and local roads within the Town Limits of Dundee. Said multi-modal LOS standards shall promote transit by lowering levels of service where transit is available. The Town hereby adopts multi-modal levels of service as set forth in the following tables.

ORDINANCE 23-01
PAGE 11 OF 15

	Highway Minimum Standard	Highway Minimum Duration	Transit	Pedestrian	Bicycle
M1	LOS “D” peak direction	Average of two highest peak hours	60 minute headway	Sidewalk access to bus stop	Bike racks on buses
M2	LOS “E” peak direction	Average of two highest peak hours	30 minute headway	Sidewalk access to bus stop	Bike racks on buses Bike route/system

*Does not supersede SIS LOS Standard as set by Rule 14-94, F.A.C.

- b. For roadways outside the multi-modal service area, the Town hereby adopts the following peak season/peak hour standards as the minimum level of service (LOS) standard:

BASE HIGHWAY LEVEL OF SERVICE STANDARDS ⁽¹⁾	
Facility Type	Level of Service
Principal arterial roadways: SIS facilities Non-SIS facility	Subject to TE Policy 1.2 D
Minor arterial roadways	D
All other roadways	D
⁽¹⁾ LOS is measured for the peak hour/peak direction using the average of the two highest peak hours.	

[9J-5.007(3)(c)1]

- c. The minimum level-of-service standard for roadways on the Strategic Intermodal System (SIS) and the Florida Intrastate Highway System (FIHS), shall be in accordance with the Statewide Minimum Level of Service Standards for the State Highway System published in Rule 14-94, F.A.C., or any rule variance issued by the Florida Department of Transportation.

Public School Facilities:

ORDINANCE 23-01
PAGE 12 OF 15

Consistent with the Interlocal Agreement for Public School Facilities, the uniform, district wide level of service standards are established as a percent of permanent Florida Inventory of School Houses (FISH) capacity. The LOS standards are set as follows:

TIERED LEVEL OF SERVICE STANDARDS					
School Facility Type	Year	Year	Year	Year	Year
	2015-16 <u>2022-23</u>	2016-17 <u>2023-24</u>	2017-18 <u>2024-25</u>	2018-19 <u>2025-26</u>	2019-20 <u>2026-27</u>
Elementary	100%	100%	100%	100%	100%
Middle	100%	100%	100%	100%	100%
High School	100%	100%	100%	100%	100%

- a. Magnet and School of Choice:
One hundred percent (100%) of enrollment quota as established by the School Board or court ordered agreements and as adjusted by the School Board annually.
- b. Other:
K-8, 6th grade centers, 9th grade centers, 6-12 are at one hundred percent (100%) of permanent DOE FISH capacity
- c. Special Facilities:
Including alternative education or special programmatic facilities are designed to serve the specific population on a countywide basis or for temporary need and are not zoned to any specific area. Therefore, they are not available or used for concurrency determinations.
- d. Conversion Charter Schools:
The capacity is set during contract negotiations and the School Board has limited control over how many students the schools enroll.

Policy 2.2: The Town of Dundee adopts by reference the ~~2015-2016~~ 2022-2023 through ~~2019-2020~~ 2026-2027, Five-Year Facilities Work Program. The Work Program is approved annually by the School Board, and includes school capacity sufficient to meet anticipated student demands projected by the County and municipalities and based on the adopted level of service standards for public schools. The 5-year schedule of improvements ensures the level of service standards for

ORDINANCE 23-01
PAGE 13 OF 15

public schools are achieved and maintained within the 5-year period. Annual updates to the schedule shall ensure levels of service standards are achieved and maintained within each year of subsequent 5-year schedule of capital improvements. Annual updates by the School Board will be adopted by reference as the City annually updates its CIE and CIP.

Policy 2.3: At the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development. [9J-5.016(3)(c)6]

Policy 2.4: In order to ensure the Town meets levels of service standards, population projections will be updated yearly.

Policy 2.5: The Town of Dundee hereby adopts, by reference, the Polk County Transportation Planning Organization Transportation Improvement Plan, and the Florida Department of Transportation 5-Year Work Program, into the Town’s Five-year Schedule of Capital Improvements.

Policy 2.6: The Town hereby incorporates its Ten-Year Water Supply Facilities Work Plan as a technical support document into this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015. The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan. In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

Policy 2.7: The Town shall not allow exceptions for developments of de minimis impact.

OBJECTIVE 3: COST SHARING FOR NEW DEVELOPMENT

REQUIRE FUTURE DEVELOPMENT TO ASSUME A PROPORTIONATE SHARE OF THE COST OF PROVIDING PUBLIC FACILITIES AND SERVICES TO SUPPORT SUCH DEVELOPMENT AT THE ADOPTED LEVEL OF SERVICE STANDARDS. [9J-5.016(3)(B)4]

ORDINANCE 23-01
PAGE 14 OF 15

Policy 3.1: Continue to implement an impact fee ordinance in order to assess new development a pro rata share of the costs required to provide public facilities and services to meet the adopted level of service standards. [9J-5.016(3)(c)8]

Policy 3.2: The Town shall include in land development regulations a program for land dedication, payment-in-lieu-of dedication, or other form of exaction as a requirement of subdivision or land development for the purpose of retaining easements for utility and traffic circulation systems, and for meeting all adopted level of service standards. -[9J-5.016(3)(c)8]

OBJECTIVE 4: MANAGEMENT OF FISCAL RESOURCES

MANAGE FISCAL RESOURCES TO ENSURE THAT THE PUBLIC FACILITY AND SERVICE IMPROVEMENT NEEDS CREATED BY PREVIOUSLY ISSUED DEVELOPMENT ORDERS AND FUTURE DEVELOPMENT DOES NOT EXCEED THE ABILITY OF THE TOWN TO FINANCE, CONSTRUCT, OR INSTALL SUCH IMPROVEMENTS. [9J-5.016(3)(B)5]

Policy 4.1: Update the Capital Improvements Element annually to reflect existing and projected capital needs in accordance with the adopted level of service standards, for the purpose of assessing the costs of those needs against projected revenues and expenditures.

Policy 4.2: Continue the on-going 5-year Capital Improvements Program and incorporate a capital budget as part of the annual town budget to ensure that funds are available for projected capital needs. [9J-5.016(3)(c)7]

Policy 4.3: Limit the maximum ratio of outstanding indebtedness for providing capital facilities and services to no greater than 15 percent of the property tax base. [9J-5.016(3)(c)2]



TOWN COMMISSION MEETING

Item 2.

January 10, 2022

AGENDA ITEM TITLE:	RESOLUTION 22-41, PUBLIC HEARING, AMENDED ADOPTION OF FINAL MILLAGE RATE FOR FY 2022 – 2023
SUBJECT:	The Town Commission will consider a Public Hearing for amended Resolution 22-41 adopting the final millage rate for FY 2022 – 2023.
STAFF ANALYSIS:	<p>The Public Hearing has been advertised in accordance with the Florida Statutes regarding the method of fixing tax millage. This Public Hearing is the amendment of the two required Public Hearings with the first being held on September 13, 2022 at 6:30 pm and Final was September 27, 2022.</p> <p>Due to a scrivener's error in the advertisement, the prior year, 2021, proposed tax levy numbers were underestimated due to using FY 2022 figures (Please see attachment).</p> <p>The hearing was re-advertised with the correct numbers for a public hearing today.</p> <p>Per communication from the Department of Revenues, the infractions may constitute noncompliance with the disclosure requirements in s.200.065, F.S. However, because these infractions do not materially affect the disclosure requirements of the Truth in Millage (TRIM) laws, the Department of Revenue has accepted the certification.</p> <p>Revenues from ad-valorem taxes for the FY 22 – 23 are estimated at \$313,312,919 and are based upon the proposed millage rate of 7.9000, which is greater than the “rolled-back” rate of 7.0248 mills by 12.45%.</p> <p style="margin-left: 40px;">Proposed Millage Rate Calculation \$313,312,919 x .007900 = \$2,475,172 (95% = \$2,351,413.00)</p> <p style="margin-left: 40px;">“Rolled-back” Rate Calculation \$313,312,919 x .0070248 = \$2,200,960 (95% = \$2,090,913.00)</p>
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Approval of the amended Resolution 22-41, adopting the final millage rate for FY 2022 – 2023 TRIM Infraction Package 63.09
ATTACHMENTS:	Resolution 22-41



5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

December 16, 2022

Tandra Davis, Town Manager
Town of Dundee
Post Office Box 1000
Dundee, Florida 33838-1000

Re: Truth in Millage (TRIM) Certification

Dear Ms. Davis:

The Department of Revenue (Department) has reviewed the millage certification documents that the Town of Dundee submitted under subsections 200.065(1)-(4), (6)-(12), (14), and (15), Florida Statutes (F.S.).

1. Portions of the property tax levy in the Notice of Proposed Tax Increase advertisement required by s. 200.065 (3)(a), F.S., were incorrect (see attached copy for correct amount to advertise). The notice understated last year's initially proposed tax levy and incorrectly stated the tax reductions because of value adjustment board and other assessment changes.
2. Portions of the property tax levy in the Notice of Proposed Tax Increase advertisement required by s.200.065 (3)(a), F.S., were incorrect (see attached copy for correct amount). The notice understated last year's actual tax levy. Understatement of the prior year's tax levy results in an overstatement of the increase in the levy.

These infractions may constitute noncompliance with the disclosure requirements in s. 200.065, F.S. However, because these infractions do not materially affect the disclosure requirements of the Truth in Millage (TRIM) laws, the Department accepts the certification.

The consequences of future noncompliance would include the loss of state revenue sharing funds and loss of ad valorem revenues in excess of the rolled-back rate. Therefore, your taxing authority must correct similar violations in all future submissions.

Tandra Davis, Town Manager
December 16, 2022
Florida Department of Revenue
Page 2

This determination applies only to the TRIM certification requirements in the listed subsections of s. 200.065, F.S. The Department will send a determination regarding the maximum millage levy requirements of s. 200.065(5), F.S., in a separate notice.

We trust this information will assist you in preparing and implementing the 2023 TRIM process. If you have questions or require assistance, please call Dianne Porter at (850) 617-8920 or write the Property Tax Oversight program at Post Office Box 3000, Tallahassee, Florida 32315-3000.

Sincerely,



Rene Lewis, Director
Property Tax Oversight Program

GS/#63.09

Alex Jones testifies in Sandy Hook hoax trial

Dave Collins and Pat Eaton-Robb
ASSOCIATED PRESS

WATERBURY, Conn. — Conspiracy theorist Alex Jones took the stand Thursday at his defamation trial in Connecticut as he tried to limit the damages he must pay for promoting the lie that the 2012 Sandy Hook school massacre was a hoax.

More than a dozen family members of some of the 20 children and six educators killed in the shooting also

showed up to observe his testimony in Waterbury Superior Court, which is about 20 miles from Newtown, where the shooting occurred.

Plaintiffs attorney Christopher Mattei showed a video from Jones' Infowars web show calling the mass shooting "phony as a three-dollar bill" and calling the parents of the victims "crisis actors."

"Mr. Jones, if someone were to falsely claim that a group of families who had lost loved ones were actors and had faked the deaths of their loved ones,

that would be a horrible thing to say, correct?" Mattei asked Jones before showing the video.

"In the context, it could be, yes," Jones replied.

Jones was found liable last year by default for damages to plaintiffs without a trial, as punishment for what the judge called his repeated failures to turn over documents to their lawyers. The six-member jury is now deciding how much Jones and Free Speech Systems, Infowars' parent company, should pay the families for defaming them and intentionally inflicting emotional distress.

In often emotional testimony, family members have described enduring death threats, in-person harassment and abusive comments on social media. Some moved to avoid the abuse.

Jones has been in Connecticut this week in preparation for his appearance. He held a news conference Wednesday outside the courthouse, bashing the proceedings — as he has on his Infowars show — as a "travesty of justice" and calling the judge a "tyrant." He made similar comments on his way into the courthouse Thursday.

"This is not really a trial," he said. "This is a show trial, a literal kangaroo court."

The plaintiffs attorneys began by asking Jones whether he believed Judge Barbara Bellis was a tyrant and whether he calls a lot of people tyrants.

"Only when they act like it," he said. Bellis began the day by going over the topics that Jones could not mention in his testimony: free speech rights; the Sandy Hook families' \$73 million settlement this year with gun-maker Remington (the company made the Bushmaster rifle used to kill the victims at Sandy Hook); the percentage of Jones' shows that discussed Sandy Hook; and whether he profited from those shows or a similar case in Texas.

"This is not the appropriate forum for you to offer that testimony," Bellis said. Jones indicated that he understood.

But the jury had to be sent out of the courtroom several times while attorneys argued about the scope of Jones' answers.

"You're going to get your exercise in today, those of you who wear Fitbits," the judge told jurors.

63.09

BUDGET SUMMARY - FISCAL YEAR 2022-2023 TOWN OF DUNDEE					
ESTIMATED REVENUES:	General Fund	Impact Fee Fund	Fire Special Fund	Enterprise Fund	Total Budget
TAXES: Millage 7.9000 per \$1,000					
Ad Valorem Taxes	\$2,351,413				\$2,351,413
Local Option, Use, & Fuel Taxes	\$274,172				\$274,172
Utility Services Taxes	\$385,000				\$385,000
Communication Services Taxes	\$146,977				\$146,977
Local Business Taxes	\$4,562				\$4,562
Other General Taxes	\$6,225				\$6,225
Permits Fees	\$351,000				\$351,000
Franchise Fees	\$340,000				\$340,000
Impact Fee		\$1,920,741			\$1,920,741
Special Assessment			\$218,918	\$180,000	\$398,918
Intergovernmental Revenues	\$700,292				\$700,292
Charges for Service	\$143,142			\$2,886,306	\$3,029,448
Judgement Fines and Forfeitures	\$6,292			\$3,184,516	\$3,190,808
Miscellaneous Revenues	\$15,150			\$71,000	\$86,150
Other Sources					\$15,150
TOTAL SOURCES:	\$4,724,175	\$1,920,741	\$218,918	\$6,321,822	\$13,185,656
Transfers In:	\$150,000		\$532,454		\$682,454
Fund Balances/Reserves/Net Assets				\$171,594	\$171,594
TOTAL REVENUES, TRANSFERS, AND BALANCES	\$4,874,175	\$1,920,741	\$751,372	\$6,493,416	\$14,039,704
ESTIMATED EXPENDITURE/EXPENSES:					
General Government Services	\$837,268				\$837,268
Public Safety	\$991,433	\$65,357	\$657,372		\$1,714,162
Culture/Recreation	\$489,575				\$489,575
Development Services	\$490,694				\$490,694
Transportation	\$430,440				\$430,440
Water				\$940,001	\$940,001
Wastewater				\$688,937	\$688,937
Sanitation				\$783,860	\$783,860
Stormwater				\$183,099	\$183,099
Other Charges					
Capital Outlay	\$289,350	\$1,403,896	\$72,500	\$3,474,306	\$5,240,052
Debt Service	\$229,799		\$21,500	\$276,213	\$524,512
TOTAL EXPENDITURES	\$3,758,559	\$1,469,253	\$751,372	\$6,343,416	\$12,322,600
Transfers Out	\$532,454			\$150,000	\$682,454
Fund Balances Reserve/Net Assets	\$583,162	\$451,488			\$1,034,650
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES and BALANCES:	\$4,874,175	\$1,920,741	\$751,372	\$6,493,416	\$14,039,704

The Tentative, adopted and/or final budgets are on file in the office of the above referenced taxing authority as a public record LL-32241540



As he walked into the courtroom Thursday, Alex Jones told media outside the Superior Court in Waterbury, Conn., that "this is a show trial, a literal kangaroo court." H. JOHN VOORHEES III / HEARST CONNECTICUT MEDIA VIA AP

NOTICE OF PROPOSED TAX INCREASE

The Town of Dundee has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

- A. Initially proposed tax levy \$1,969,630
- B. Less tax reductions due to Value Adjustment Board and other assessment changes \$ (82,101)
- C. Actual property tax levy \$1,887,529

This year's proposed tax levy \$2,475,172

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

September 27, 2022
6:30 p.m.

at
Town of Dundee
Commission Chambers
202 East Main Street
Dundee, FL 33838

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.



Thank you for all your votes for Best Private School!

St Joseph's Catholic School
535 Ave M NW, Winter Haven, FL 33881
863-293-3311



Thank You For Voting!
"Best Gift Shop"

Your one-stop-shop for furnishings, decor, gifts, all things Lakeland, and Annie Sloan Chalk Paint Products



SCOUT AND TAG, LLC
244 N Kentucky Ave, Lakeland
(863) 225-2426
scoutandtag.com

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs**STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	1,757,191	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		7.4851 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	1,866,187	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	2,435,609	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		9.7690 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		30.51 %	(27)

First public budget hearing	Date : 9/14/2021	Time : 6:30 PM EST	Place : Town Commission Chambers, 202 East Main Street, Dundee, Florida 33838
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S I G N H E R E	Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.			
	Signature of Chief Administrative Officer : Electronically Certified by Taxing Authority		Date : 7/29/2021 10:12 AM		
	Title : Tandra Davis Interim Town Manager		Contact Name and Contact Title : Tandra Davis, Town Manager		
	Mailing Address : PO BOX 1000		Physical Address : PO Box 1000		
	City, State, Zip : Dundee, FL 33838		Phone Number : 8634388330		Fax Number : 8634388333



CERTIFICATION OF TAXABLE VALUE

Reset Form

Print Form

Item 2.

Rule 12D-16.002
 Florida Administrative Code
 Effective 11/12

Year : 2022	County : POLK
Principal Authority : TOWN OF DUNDEE	Taxing Authority : TOWN OF DUNDEE

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	274,720,727	(1)
2.	Current year taxable value of personal property for operating purposes	\$	38,592,192	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	313,312,919	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	30,698,921	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	282,613,998	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	251,303,510	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (9)
Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.		
SIGN HERE	Signature of Property Appraiser:		Date :	
	Electronically Certified by Property Appraiser		6/28/2022 5:05 PM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	7.9000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	1,985,298	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	1,985,298	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	282,613,998	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	7.0248	per \$1000	(16)
17.	Current year proposed operating millage rate	9.8331	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	3,080,837	(18)

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs**STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	1,985,298	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		7.0248 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	2,200,961	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	3,080,837	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		9.8331 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		39.98 %	(27)

First public budget hearing	Date : 9/13/2022	Time : 6:30 PM EST	Place : 202 East Main Street, Dundee Florida 33838	
S I G N H E R E	Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer : Electronically Certified by Taxing Authority		Date : 8/3/2022 1:58 PM	
	Title : Tandra Davis Town Manager		Contact Name and Contact Title : Tandra Davis, Town Manager	
	Mailing Address : PO BOX 1000		Physical Address : PO Box 1000	
	City, State, Zip : Dundee, FL 33838		Phone Number : 8634388330	Fax Number : 8634388333

Example: Last Year's Actual Levy Less Than Initially Proposed Levy

Use 100% of tax levies in the advertisement below.

NOTICE OF PROPOSED TAX INCREASE

The (name of taxing authority) has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

A. Initially proposed tax levy	\$	<u>47,969</u>
B. Less tax reductions due to Value Adjustment Board and other assessment changes	\$	<u>3,833</u>
C. Actual property tax levy	\$	<u>44,136</u>

This year's proposed tax levy \$ **49,740**

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

(DATE)
(TIME)
at
(MEETING PLACE)

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

Show 100% of tax levies in the Notice of Proposed Tax Increase advertisement.

To complete the above Notice of Proposed Tax Increase advertisement, use the information from the following forms:

Last year's proposed tax levy:

- A. \$47,969 Prior year Form DR-420, line 25
- B. \$ 3,833 Subtract line C from line A to calculate line B
- C. \$44,136 Current year Form DR-420, line 11 (sum of all Form DR-420 line 11s if you have MSTUs or dependent special districts)

This year's proposed tax levy:

 \$49,740 (current year's tentatively adopted millage rate x current year gross taxable value) ÷ 1,000 (line 4, current year Form DR-420)

If the tentatively adopted millage rate is the same as the proposed millage rate, use the current year Form DR-420, line 25.



Florida Department of Revenue
Property Tax Oversight

Jim Zingale
Executive Director

Item 2.

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

December 14, 2022

Tandra Davis, Town Manager
Town of Dundee
Post Office Box 1000
Dundee, Florida 33838-1000

RE: Maximum Millage Levy Calculation Final Disclosure

Dear Ms. Davis:

The Department of Revenue (Department) has reviewed the maximum millage levy calculation final disclosure documents your taxing authority submitted. The Department's review included documents relating to the millage levying processes and the total taxes levied by your principal taxing authority and any dependent special districts and MSTUs (for counties). Based on the documents submitted for all these entities, the Department has determined that your taxing authority is in compliance with the maximum total taxes levied requirements, and thus the maximum millage levy requirements, of section 200.065(5), Florida Statutes (F.S).

This determination applies only to the maximum millage levy requirements of section 200.065(5), F.S. The Department will send findings regarding the Truth in Millage certification requirements of section 200.065, F.S., in a separate letter.

Sincerely,

Rene Lewis, Program Director
Property Tax Oversight

GS/#63.09

RESOLUTION NO. 22-41

A RESOLUTION OF THE TOWN OF DUNDEE, POLK COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE TOWN OF DUNDEE, POLK COUNTY, FLORIDA, FOR FISCAL YEAR 2022 – 2023; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee of Polk County, Florida, on January 10, 2023 adopted Fiscal Year Final Millage Rates following a public hearing as required by Florida Statute 200.065., and

WHEREAS, the Town of Dundee of Polk County, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS the gross taxable value for operating purposes not exempt from taxation within the Town of Dundee, Polk County, Florida, has been certified by the County Property Appraiser to the Town of Dundee as \$313,312,919.

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

1. The FY 2022 – 2023 operating millage rate is 7.9000 mills, which is greater than the rolled back rate of 7.0248 mills by 12.45%.
2. The voted debt service millage is zero (0).
3. This Resolution will take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 10th day of January 2023.

Time Adopted _____ P.M.

TOWN OF DUNDEE

ATTEST:

Samuel Pennant, Mayor

Jenn Garcia, Town Clerk

Approved as to form:

Town Attorney



AMENDED
TOWN COMMISSION MEETING
January 10, 2023

- AGENDA ITEM TITLE:** RESOLUTION 22-53, SPECIAL EXCEPTION, XTREME CAR CENTER, INC
- SUBJECT:** The Town Commission will consider approval of the Special Exception for a minor automotive and auto sales shop.
- STAFF ANALYSIS:** This is an applicant-initiated request for approval for a Special Exception for a minor automotive repair and automotive sales shop with a zoning designation of General Retail Commercial (CC) at 217 Dundee Road.
- FISCAL IMPACT:** No Fiscal Impact
- STAFF RECOMMENDATION:** Staff recommends approval with conditions, an executed Concurrency Developer’s Agreement, Water Supply Allocation Agreement, and traffic analysis.
- ATTACHMENTS:** *Staff Report- AMENDED*

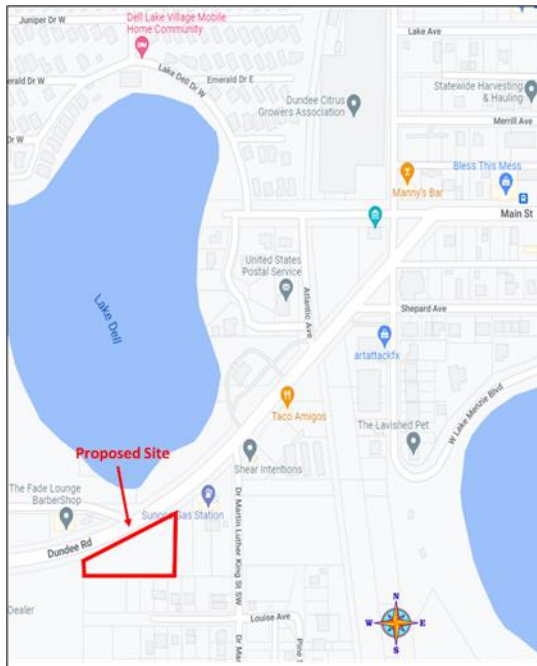
Resolution 22-53

AMENDED

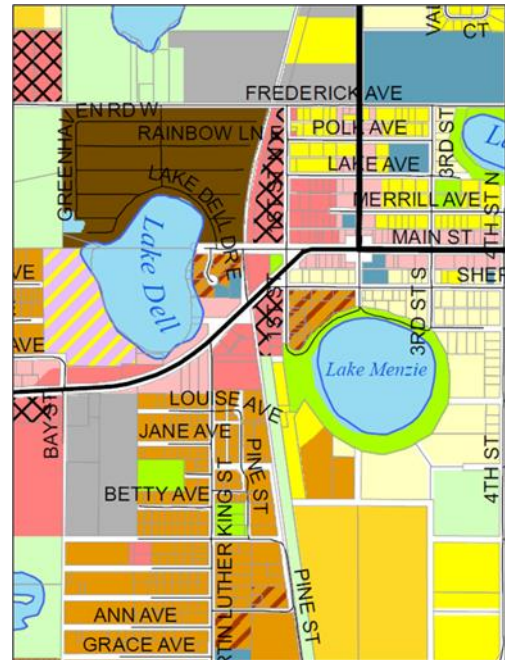
TOWN OF DUNDEE REQUEST FOR SPECIAL EXCEPTION STAFF REPORT

Planning and Zoning Date:	December 15, 2022	Project Type:	Special Exception
Town Commission Date:	January 10, 2022	Project Name:	Xtreme Car Care Inc.
Applicant:	Wilbert Munoz	Project Planner:	Lorraine Peterson, Development Director

Request:	Special Exception: Auto Sales and Minor Repair
Location:	Located on the south side of Dundee Road, north of Louise Avenue, west of Dr. Martin Luther King Street, east of Bay Street, Town of Dundee, in Section 28, Township 28, Range 27.
Property Owner:	Xtreme Car Center INC
Parcel Size/number:	1.24 +/- acres 272828-844000-005020
Development Area:	
Future Land Use and Zoning:	FLU=Commercial / Zoning= General Retail Commercial (CC)
DRC/Staff Recommendation:	Approval
Planning & Zoning Vote:	December 15, 2022-Recommend Approval-Vote 5/0
Town Commission Vote:	Pending Hearing
Public Comment:	None
DEO*:	N/A *Department of Economic Opportunity (DEO)



Location Map



Zoning Map

AMENDED

Summary:

This is an applicant-initiated request by Mr. Wilbert Munoz (owner) for a Special Exception to permit an auto sales and minor repair shop located at 217 Dundee Road in Dundee Florida. The proposed site is in the Future Land Use (FLU) district of commercial and the Zoning district of general retail commercial (CC). The zoning district summary tables list minor automotive repairs and auto sales as a special exception use. Mr. Munoz was granted a special exception for this property for the same use in December of 2020, but the special exception approval expired.

Property Information:

The site is situated on 1.24 +/- acres with lot frontage on Dundee Road (Attached Aerial Photo Map). It is on the south side of Dundee Road, north of Louise Avenue, west of Dr. Martin Luther King Street, east of Bay Street, Town of Dundee, in Section 28, Township 28, Range 27. The proposed site has an existing Future Land Use (FLU) designation of commercial and the Zoning classification of general retail commercial (CC).

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. Land Surrounding the subject site has a Future land Use designation of General Retail Commercial (CC), with the exception of the properties located to the south and southeast, which have a FLU of Medium Density Residential (MDR) and zoning designations of Service Commercial (CS), General Retail Commercial (CC), Industrial (IL) and Two Family Residential (RTF).

Table 1 Surrounding Uses

Northwest FLU: COM/Commercial Zoning: CS/Service Commercial Multi-unit commercial	North FLU: COM/Commercial Zoning: CC/General Retail Commercial Vacant/Lake Dell	Northeast FLU: COM/Commercial Zoning: RSF-1/Low Density Single Family Residential Town of Dundee Building Services
West FLU: COM/Commercial Zoning: CC/General Retail Commercial Vacant	Subject Site 217 Dundee Rd. FLU: COM/Commercial Zoning: CC/General Retail Commercial Vacant	East FLU: COM/Commercial Zoning: CC/General Retail Commercial Gas station/convenience store
Southwest FLU: CIC/Commercial/Industrial Corridor Zoning: IL/Industrial Multi-unit commercial	South FLU: MDR/Medium Density Residential Zoning: RTF/Two Family Residential Single Family Home	Southeast FLU: MDR/ Medium Density Residential Zoning: RTF/Two Family Residential Single Family Home

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

AMENDED

Request:

The applicant, Wilbert Munoz is requesting that the property be used for minor car repairs and automotive sales. The use of minor car repairs and the sale of automobiles is permitted in the General Retail Commercial (CC) zoning classification through the approval of a special exception. The requested use is consistent with the Land Development Code.

The applicant will build an 1800 square foot building as a mechanic shop along with customer and employee parking spaces (see attached Exhibit 5 - Proposed Site Plan). The proposed hours of operation will be 8am – 7pm.

Special Exception Information:

DEVELOPMENT:

According to the Land Development Regulations, the development and use of the site of an approved special exception must be in accordance with the approved site plan and application materials. The approved site plan shall be filed with the development director, and all development shall be in compliance with that plan.

CONDITIONS:

The Planning and Zoning Board may recommend, and the Town Commission may impose, any conditions or safeguards found to be necessary to ensure the compatibility of the special exception with surrounding properties or the community in general. These may include, but are not limited to, requiring restrictions on hours of operation and size of buildings, additional landscape and buffer areas, limiting vehicular access points and location of off-street parking, and similar conditions. Violation of any such condition or safeguard shall be deemed a violation of the Land Development Regulations and may result in a revocation of any special exception, in addition to any other remedy for such violation provided in the Regulations.

EXPIRATION:

Once approved, a special exception can continue indefinitely unless it expires. The Land Development Regulations include provisions for the expiration of a special exception. The special exception approval will expire if one of the following conditions is met:

1. If a special exception does not begin to serve the purpose for which it was granted permission within 180 days from the date of approval.
2. If a time limit is established as a condition of approval.
3. If the approved use is abandoned for 180 days or more.

DENIAL:

The Planning and Zoning Board may recommend denial of any application for any special exception, and the Town Commission may deny any application for special exception, for one or more of the following reasons:

1. It is inconsistent with the Town of Dundee comprehensive plan.
2. It would violate the concurrency management standards in article 6 of the LDRs.
3. It does not meet the requirements of the applicable special exception regulations.
4. It would endanger the public health and safety.
5. It would substantially injure the value of adjoining properties.
6. It would not be compatible with the area in which it is to be located.

AMENDED

Land Development Code:

The relevant sections of the Land Development Code that are applicable to the project request:

- Section 7.05.00- Procedure for Obtaining a Special Exception
- Section 7.05.01- Application
- Section 7.05.02- Review of proposed Special Exception
- Section 7.05.03- Expiration or Abandonment of Special Exception Use
- Article 9 – Definitions-Minor Automotive Repairs
-

Land Development Code Sections:

- **SECTION 7.05.00** Procedure for obtaining a special exception states Special exceptions shall be granted only for those activities specified as special exception uses in section 2.02.00. Approved special exceptions shall be subject to development standards provided in article 3. The planning and zoning board shall hear and decide applications for special exceptions authorized under this code in the manner prescribed below.
- **SECTION 7.05.01** Application states (A) *Application; fees.* All requests for special exceptions shall be submitted in writing to the development director, together with all applicable fees as provided by resolution. (B) *Contents.* The application shall contain the following items, as applicable: 1. A legal description and street address of the property. 2. Notarized authorization of the owner if the applicant is other than the owner or an attorney for the owner. 3. Site plan or sketch plan drawn to scale showing: a. The dimensions of the property; b. The existing and proposed location of structures on the property including signage, vehicular accessways and circulation areas, off-street parking and loading areas, sidewalks, refuse and service areas, required yards and other open spaces, and landscaping or buffer areas; c. The measurements of existing and proposed adjacent rights-of-way, setbacks, distances between buildings, widths of accessways and driveways, and sidewalks. 4. A tabular summary describing the proposed use of the property including: a. Existing and proposed use of property; b. Conditions on the use, such as hours of operation, numbers of residents, etc.; c. Area of the property, pervious and impervious areas, and existing and proposed structures; d. Number of required and provided off-street parking and loading spaces, existing and proposed density, and number of existing and proposed units.
- **SECTION 7.05.02** Review of proposed special exception states (A) *Completeness review.* Within five working days of receipt of an application for a special exception, the development director shall: 1. Determine that the information is incomplete and inform the applicant in writing of the deficiencies. 2. Determine that the plan is complete and proceed with the following procedures. (B) *Report to planning and zoning board.* The development director shall submit a written report containing his/her recommendations on the proposed special exception to the planning and zoning board prior to the meeting at which the application will be heard. A copy of the report shall be made available to the applicant. The planning and zoning board review shall include a concurrency management review of the proposed use pursuant to the standards and procedures in article 6 of this code. (C) *Planning and zoning board hearing.* The planning and zoning board shall hold

AMENDED

a public hearing on each application and shall forward its recommendations to the town commission. (D) *Decision by town commission.* The town commission shall hold a public hearing after due public notice on all recommendations for special exceptions from the planning and zoning board. By majority vote, it may accept, reject, modify, return or continue and seek additional information on those recommendations. (E) *Conditions and safeguards.* The development and use of the site of an approved special exception shall be in accordance with the approved site plan and application materials. The approved site plan shall be filed with the development director, and all development shall be in compliance with that plan. The planning and zoning board may recommend and the town commission may impose on the grant of any special exception any conditions or safeguards found to be necessary to ensure the compatibility of the special exception with surrounding properties or the community in general. These may include, but are not limited to, requiring restrictions on hours of operation and size of buildings, additional landscape and buffer areas, limiting vehicular access points and location of offstreet parking, and similar conditions. Violation of any such condition or safeguard shall be deemed a violation of this code and may result in a revocation of any special exception, in addition to any other remedy for such violation provided in this code. (F) *Denial.* The planning and zoning board may recommend denial of any application for any special exception, and the town commission may deny any application for special exception, for one or more of the following reasons: 1. It is inconsistent with the Town of Dundee comprehensive plan. 2. It would violate the concurrency management standards in article 6 of this Code. 3. It does not meet the requirements of the applicable special exception regulations. 4. It would endanger the public health and safety. 5. It would substantially injure the value of adjoining properties. 6. It would not be compatible with the area in which it is to be located. (G) *Findings.* The town commission shall make written findings, based on one or more of the reasons listed above, in support of a denial of an application for a special exception. (Ord. No. 12-12, § 1, 2-14-12)

- **SECTION 7.05.03** Expiration of abandonment of special exception use states if a special exception does not begin to serve the purpose for which it was granted permission within 180 days from the date of approval, it shall expire. Once initiated, the special exception use may continue indefinitely or until the expiration of any time limit established as a condition of approval. However, if such use is abandoned for 180 days, it shall expire.

- **ARTICLE 9** Minor automotive repairs states activities conducted at a service garage involving maintenance or small-scale mechanical work on motor vehicles. This shall include inspection, maintenance, repair or replacement of the following: Batteries. Brake systems. Carburetors and fuel systems. Ignition and electrical systems. Oil, antifreeze and other fluids. Tires. Also included are auto washing and detailing, and the tuning and adjustment, but not disassembly or removal, of engines and transmissions.

PUBLIC FACILITIES AND SERVICES ANALYSIS:

The proposed special exception application does not demonstrate any negative impact on the Town’s public facilities and services. A brief discussion of the impact to transportation, recreation, schools, and water and sewer facilities follows.

Access and Transportation Facilities:

A. Available Capacity

Table 6 below displays the available capacity for Dundee Road (SR 540) and the surrounding road network. There is available capacity in the PM Peak Hour for maximum buildout.

Table 6 Roadway Link Concurrency

Link #	Road Name	Current Level of Service (LOS)	Available Peak Hour Capacity	Minimum LOS Standard	5-Year Peak Hr. Projected LOS
8103E	Dundee Road/SR 540 (US 27 to SR 17 (Scenic Highway))	D	360	E	D
8103W		D	342	E	D

Source: Polk County Transportation Planning Organization Roadway Network Database April 2022

B. Roadway Conditions

Dundee Road (SR 540) is an urban collector that runs east and west, as an urban collector road it is monitored by the Polk County TPO with a LOS of D and has a pavement width of 25 feet.

Recreation:

Not impacted since the proposed use is not residential.

Public Schools:

Nearest Elementary, Middle, and High School

The schools zoned for the proposed property, are shown in Table 2, include Elbert Elementary, Denison Middle and Haines City Senior High School. The applicant does not need to address capacity for the proposed project as it is not anticipated to generate a use impacting school concurrency. General Retail Commercial (CC) does permit Group Homes.

Table 2: Schools

Name of School	Proposed Use Estimated Demand	% Capacity 2022-2023 School Year	Available Seats	Average Driving Distance from Subject Site
Elbert Elementary School (zoned)	N/A	69%	271	5 ± miles driving distance
Denison Middle School (zoned)	N/A	60%	480	6 ± miles driving distance
Haines City Senior High School (zoned)	N/A	89%	324	6.7 ± miles driving distance

Source: Polk County School Board, GIS

Utilities:

Due to the Town’s deficiency related to potable water concurrency, the applicant and Town shall negotiate and enter into a Concurrency Developer’s Agreement and, if applicable, a Water Supply Allocation Agreement.

Nearest Sheriff, Fire, and EMS Station:

Table 3 below displays that the nearest Sheriff District office is northeast and south of the site and the Fire and Emergency Management Station is located northeast of the site.

Table 3 Public Safety Information

	Name of Station	Distance Response Time
Sheriff*	Polk County Sheriff Office Southeast District Office, 4011 Sgt Mary Campbell Way, Lake Wales	5 +/- miles South Priority 1: 12:48 Priority 2: 24:54
Sheriff*	Polk County Sheriff Office Southeast District Office, 135 E Main Street, Town of Dundee	0.5+/- miles NE Priority 1:000 Priority 2:000
Fire/ EMS	Town of Dundee Fire and Rescue, 118 Merrill Ave, Dundee	0.5 +/- miles NE 5 min. response

*Source: Polk County Sheriff’s Office and Town of Dundee Fire and Rescue. *Response times are based on September 2022 data. Fire/EMS times are based on an average*

Sheriff response times are not as much a function of the distance to the nearest sheriff’s substation, but more a function of the overall number of patrol officers within the Town at the time of a call.

RECOMMENDED CONDITIONS OF APPROVAL:

Staff has reviewed the application for special exception and has provided the following recommendations for conditions of approval:

1. Completion of a transportation analysis.
2. A signed Concurrency Developer's Agreement and a Water Supply Allocation Agreement.
3. A knee wall and/or wrought iron fence be installed on the portion of property facing Dundee Road.
4. All repair work shall occur inside the building (see attached Exhibit 5);
5. No repair work to occur between 7:00 pm and 8:00 am.
6. No parking shall be permitted on any unpaved portion of the property located at 217 Dundee Road (see attached Exhibits 1-3);
7. The Applicant will work with staff to ensure the building design meets and complies with the intent of the Dundee Vision Plan for aesthetics; and
8. The requirement that a special exception begin to serve the purpose for which it was granted permission within 180 days from the date of approval is extended to 12 months to permit the applicant time to complete site plan approval, construction plan approval, and construction.
9. Notwithstanding other applicable provisions of the Town of Dundee Land Development Code, for purposes of this condition, the term(s) **Abandon/Abandonment** shall also mean the intentional and voluntary relinquishment of the approved use(s). The temporary cessation of the approved use(s) does not operate to affect an abandonment of the use(s). For purposes of this condition, "temporary cessation" means a temporary cessation of a use for a period of time not to exceed 120 consecutive days. In the event of discontinuance of a use for a period of time exceeding 120 consecutive days or a period of time totaling 180 calendar days within a calendar year, the use shall be deemed abandoned. An order of the Town of Dundee Code Enforcement Special Magistrate finding that the subject real property failed to strictly adhere to the condition(s) prescribed by Resolution 22-53 shall constitute an abandonment of the Special Exception.

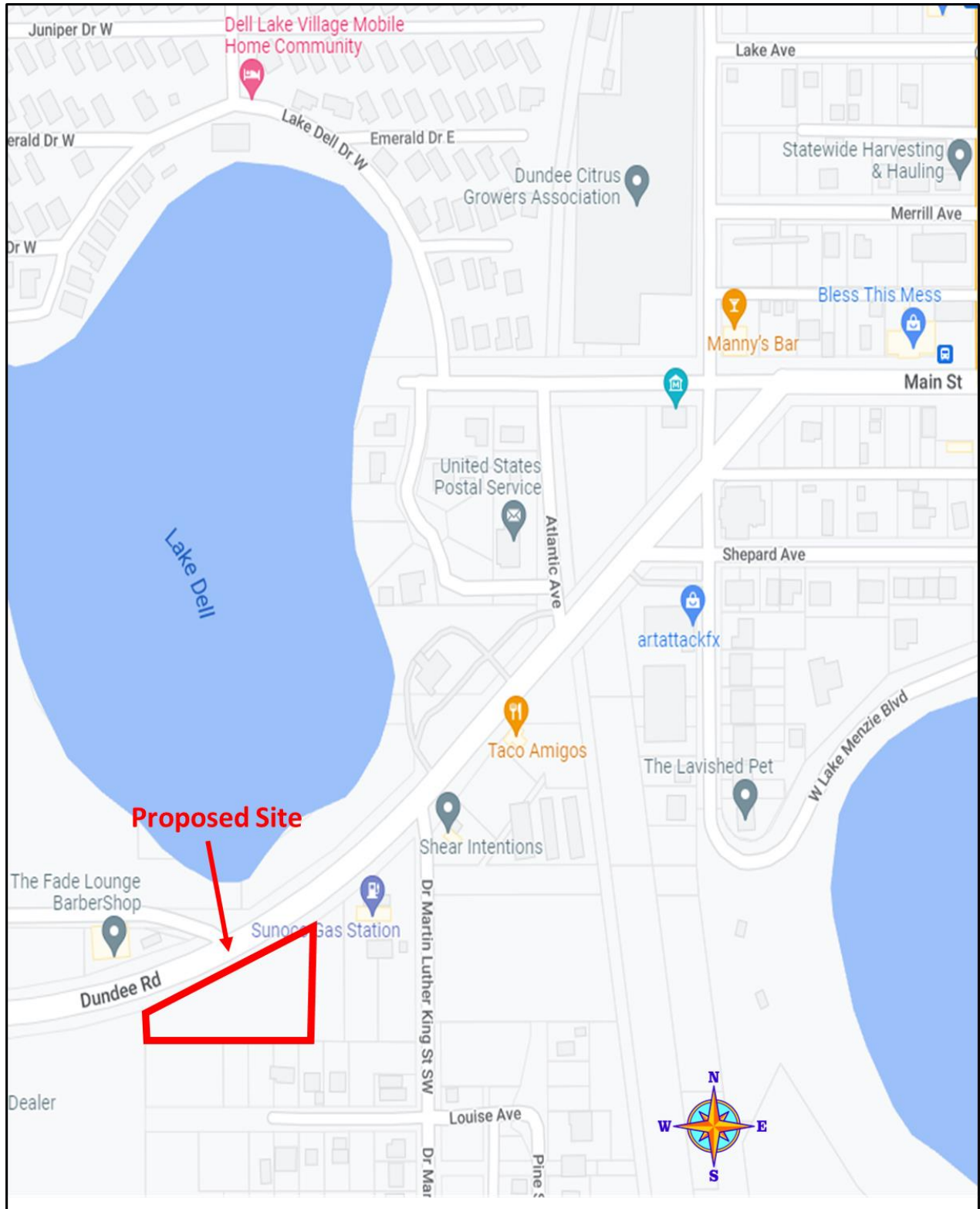
MOTION OPTIONS:

- 1. I move **approval of Resolution 22-53 a Special Exception request** by Wilbert Munoz to obtain a special exception for a minor automotive repair shop and automotive sales on approximately 1.24 +/- acres zoned General Retail Commercial (CH) located at 217 Dundee Road.
- 2. I move **approval of Resolution 22-53 a Special Exception request with changes** for the request by Wilbert Munoz to obtain a special exception for a minor automotive repair shop and automotive sales on approximately 1.24 acres zoned General Retail Commercial (CC) located at 217 Dundee Road.
- 3. I move **denial of Resolution 22-53 a Special Exception request** by Wilbert Munoz to obtain a special exception for a minor automotive repair shop and automotive sales on approximately 1.24 acres zoned General Retail Commercial (CC) located at 217 Dundee Road.
- 4. I move **continuation of Resolution 22-53 until a date certain.**

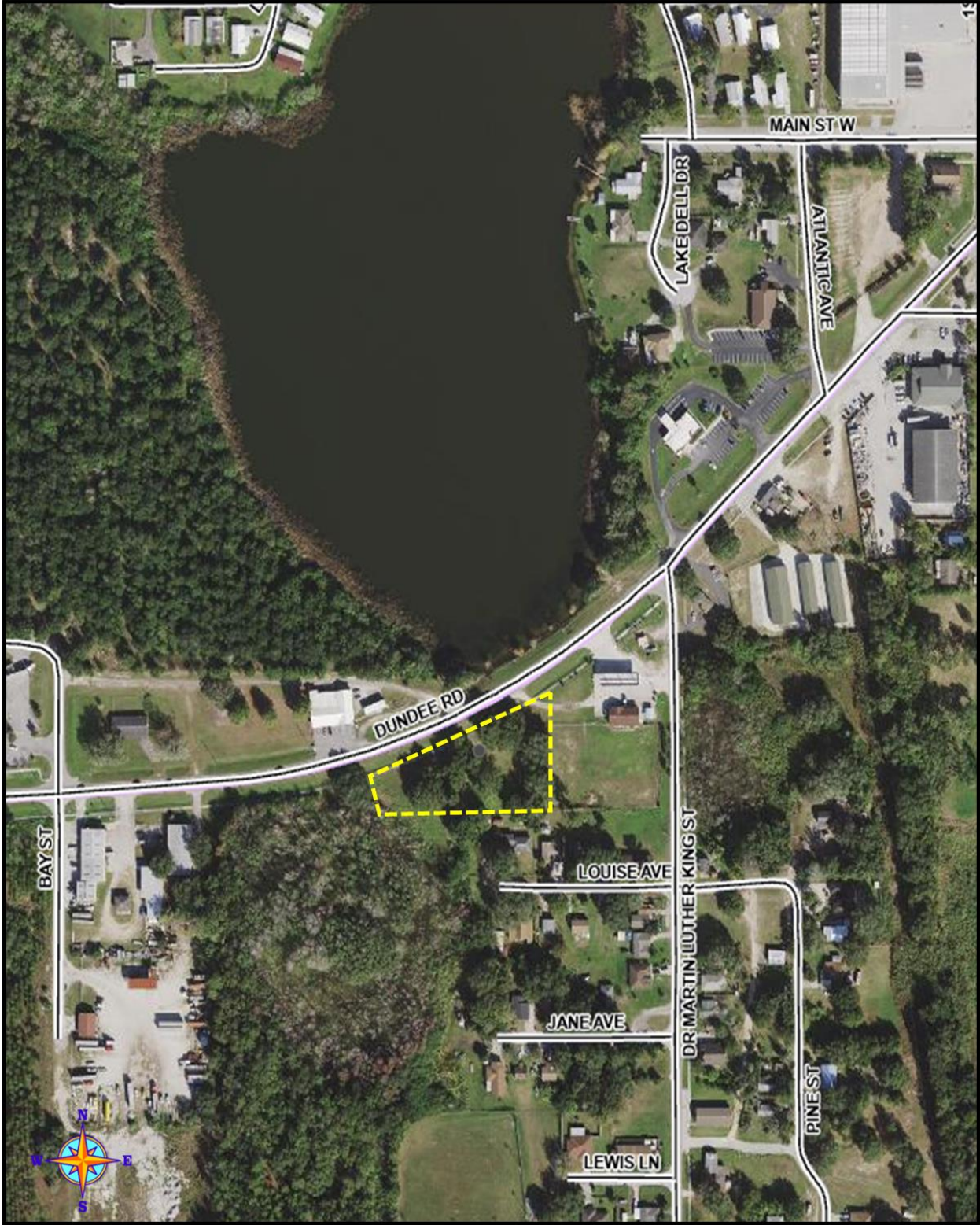
Exhibits:

- Exhibit 1 Location Map
- Exhibit 2 Aerial Context Map
- Exhibit 3 Aerial Close Up
- Exhibit 4 Current Zoning Map
- Exhibit 5 Applicant’s Site Plan Map
- Exhibit 6 Permitted and Special Exception Uses
- Exhibit 7 Affidavit of Publication

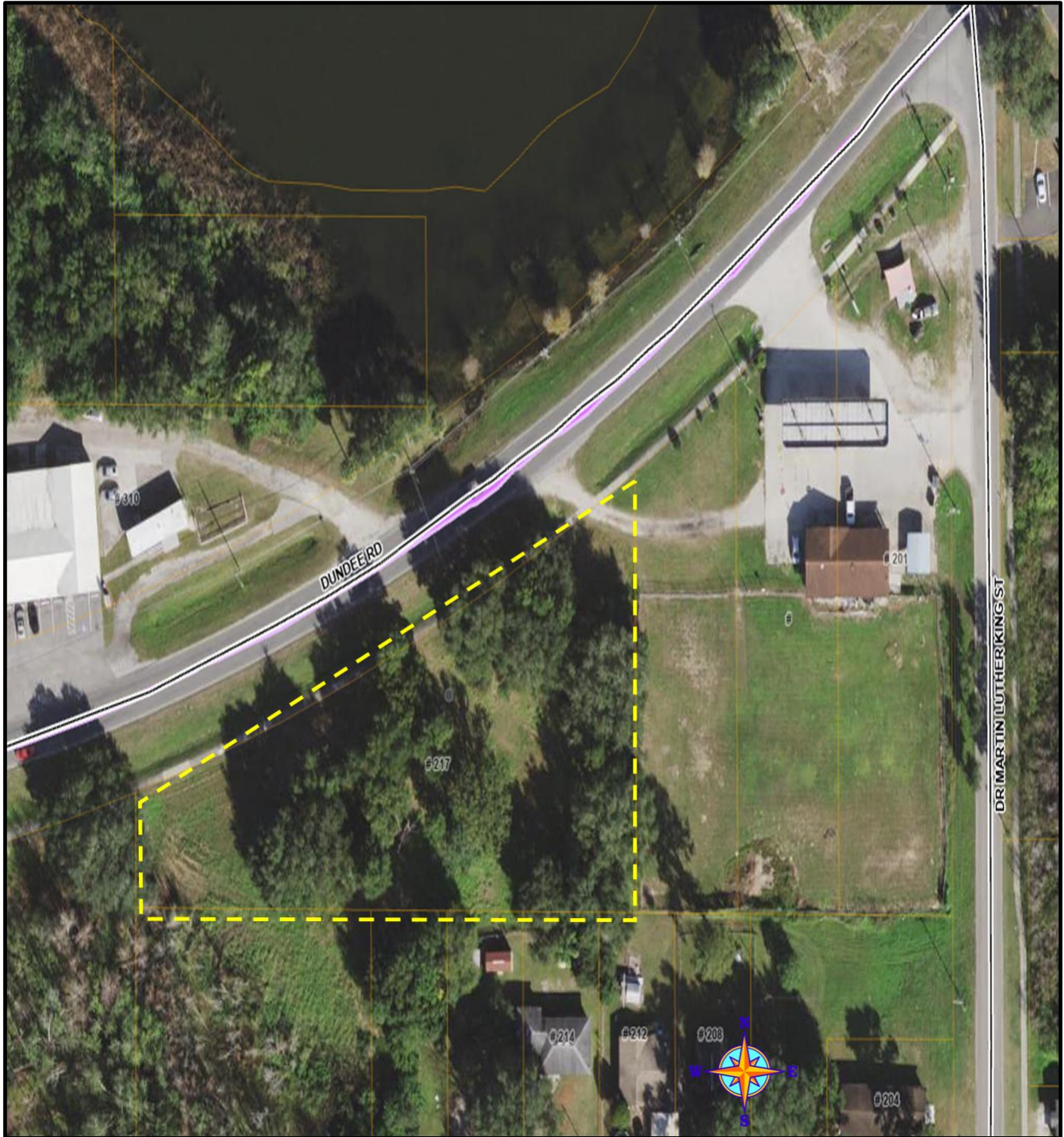
Applicant’s submitted documents and ordinance as separate files



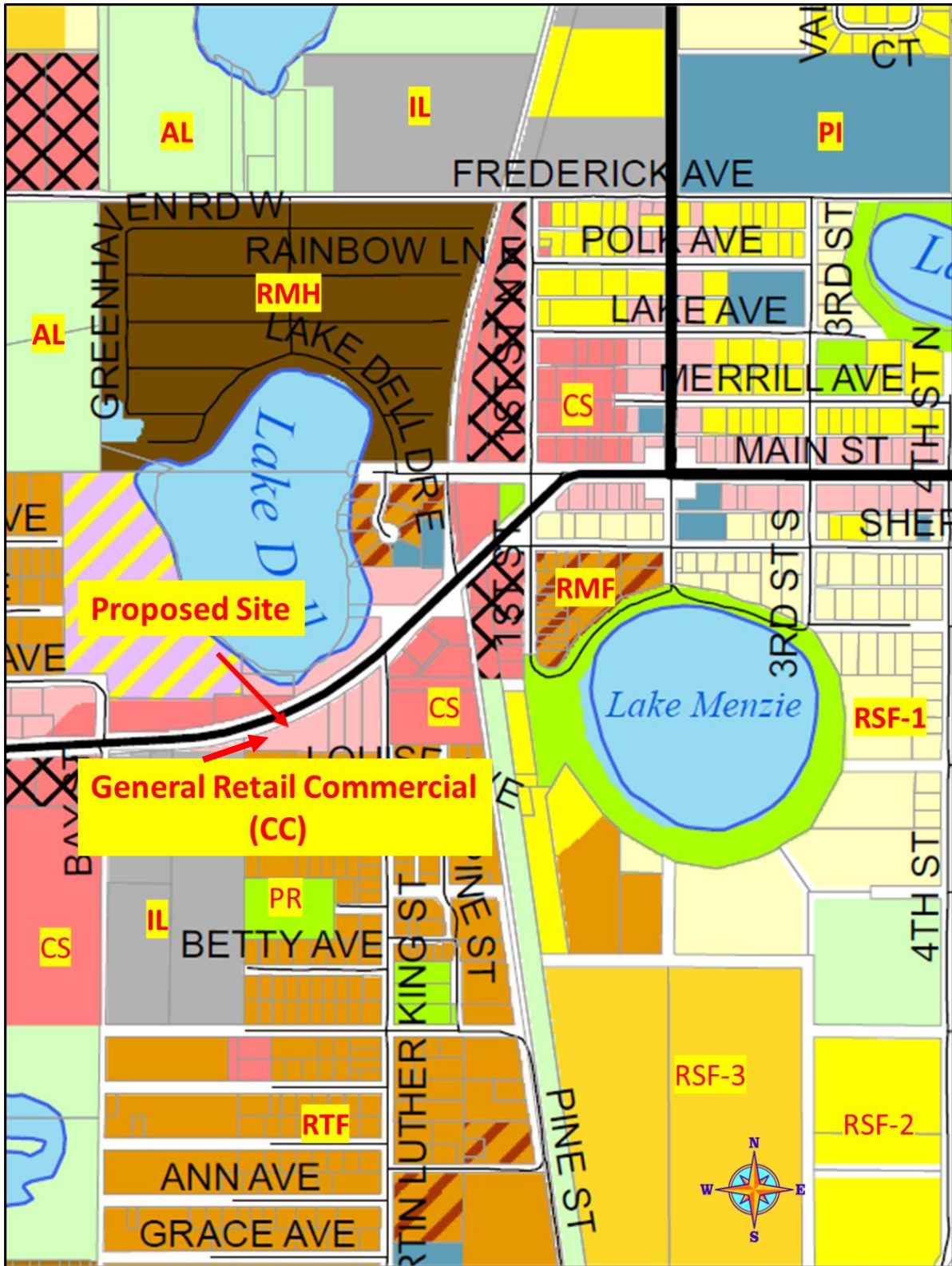
LOCATION MAP



AERIAL MAP CONTEXT



AERIAL MAP CLOSE UP



ZONING MAP
General Retail Commercial (CC)

General Retail Commercial (CC)			
Permitted		Special Exception/Public Hearing (s) Required	
All Other Uses:	Single-family, existing Group home (w/o medical) Group home (w/ medical) Nursing home Appliance repair Convenience store Cocktail lounge and/or package store Copy service, not large-scale printing Gasoline sales (no service) Indoor amusement enterprise Recycled mat. Collect. (indoor) Restaurant Shopping center Theater (indoor) Farmers market* Flea market, Indoor Fruit or vegetable stand* Restaurant (indoor or outdoor) Bank Clinic Club or lodge (private) Medical laboratory Pharmacies including medical marijuana dispensing facilities Professional office Real estate/business office Laundromat; dry cleaning and/or laundry pickup station for work to be done elsewhere Service establishments catering to commerce and industry inc. linen supply, ** Warehouse** Wholesale Distributor** Manufacture of finished products—Indoor only** Trade shop (roofing, plumbing, electrical, and the like) ** Auto license/tag facility City hall/municipal building Communications tower Electrical transmission lines and substations Fire station Jail Police station Post office Power substation Public utility or maintenance facility Reservoir Telephone switching station Water pumping plant or storage facility	All Other Uses:	Boarding house Townhouse Bed & Breakfast Hotel/motel/tourist court Drive-in establishment directly related to a use otherwise listed Minor automotive repairs
			Auto sales Building material/supply sales Gasoline service station, including minor repairs Special events facilities Hospital Auto repair, no sales Boat repair, no sales Funeral Home Sewer/water plant (on-site) Sewer lift station
		Staff Technical Review Required	
			College/university School (grades K-12) Vocational/technical school

<p>Church Civic center/auditorium Community center Day care facilities-Adult or child** Museum Public Library Athletic facility Golf course and country club, not including miniature golf Park, passive, no facilities (open space) Park Playground</p> <p>* Permitted in conjunction with the requirements of section 2.01.12. ** Permitted in conjunction with the requirements of section 2.01.13.</p>		
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PERMITTED AND SPECIAL EXCEPTION AND USES

Exhibit 7

AFFIDAVIT OF PUBLICATION
Winter Haven Sun
Published Weekly
Winter Haven, Polk County, Florida

Case No. 11/17 Helicopter RD ROW
STATE OF FLORIDA
COUNTY OF POLK

Before the undersigned authority, Anita Swain, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Winter Haven Sun, a newspaper published at Winter Haven in Polk County, Florida, that the attached copy or report of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

November 02, 2022

Alliant further says that the Winter Haven Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Anita Swain
Anita Swain
Sworn to and subscribed before me this 2nd day of November 2022 by Anita Swain, who is personally known to me.

Barbara Rakoczy
Barbara Rakoczy, Clerk, Notary Number: #H1103214
Notary expires: March 10, 2025

00036790 00106339
John Garcia
Town of Dundee
202 Main Street
Dundee, FL 33638

BARBARA RAKOCZY
Notary Public, State of Florida
Commission # HH 103214
My Commission Expires
March 10, 2025

PUBLIC HEARING NOTICE
TOWN OF
DUNDEE PLANNING
& ZONING BOARD

Please take notice that the Town of Dundee Planning & Zoning Board will hold a public hearing Thursday November 17, 2022, at 5:30 pm in the Town of Dundee Commission Chambers at 202 East Main Street, Dundee, Florida to hear the following items:

REQUEST FOR RIGHT OF WAY VARIATION - PORTION OF HELICOPTER ROAD BETWEEN TENDEL CAMP ROAD AND BEKLE ROAD NORTH

A REQUEST TO VACATE OPENED, UNPAVED, RIGHT-OF-WAY INCLUDING A PORTION OF HELICOPTER ROAD FROM TENDEL ROAD NORTH TO TENDEL CAMP ROAD. PORTION OF MAINTAINED RIGHT-OF-WAY AS DEPICTED ON MAP BOOK 6, PAGE 187, THROUGH 188 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THAT LIES ALONG THE ABOVE-DESCRIBED CORRIDOR. ALL LOTS AND BEING IN SECTION 11, TOWNSHIP 29, RANGE 27 EAST, POLK COUNTY, FLORIDA.



AND

SPECIAL EXCEPTION FOR AUTO SALES AND MINOR AUTO REPAIRS

A REQUEST BY MR. WILBERT MUNOZ IN COMPLIANCE WITH ZONING ORDINANCE, TO OBTAIN A SPECIAL EXCEPTION FOR AUTOMOBILE SALES AND MINOR AUTOMOTIVE REPAIR ON 1.24 +/- ACRES ZONED GENERAL RETAIL COMMERCIAL (GC) LOCATED AT 217 DUNDEE ROAD, FURTHER DESCRIBED AS PARCEL IDENTIFICATION NUMBER 2746-8800-01002.



Any person who might wish to appeal any decision made by the Town of Dundee Planning and Zoning Board, Polk County, Florida, in public hearing or meeting is hereby advised that he/she will need a record of the proceedings, and for such purpose, but she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based. Any person with disabilities requiring accommodations in order to participate should contact the Sites Clerk prior to the meeting.

AUG 5 2022

LOCALIQ
The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Heras-100.com

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

TECO
702 N Franklin ST
Tampa FL 33602-4429

STATE OF WISCONSIN, COUNTY OF BROWN

The Ledger-News Chief, a newspaper printed and published in the city of Lakeland, and of general circulation in the County of Polk, State of Florida, and personal knowledge of the facts herein state and that the notice herein proposed was published in said newspapers in the issue dated or by publication on the newspaper's website, if authorized, on:

07/27/2022, 07/24/2022

and that the fees charged are legal.
Sworn to and subscribed before on 07/24/2022

Legal Clerk
John Be...

Notary, State of Wisconsin of Brown
Barbara Bertelsen
7/27/25

My commission expires
Publication Cost: \$1052.54
Order No: 7927564 # of Copies:
Customer No: 788376 -1
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THIS IS NOT AN INVOICE!
Please do not use this form for payment assistance.

BARBARA BERTELSEN
Notary Public
State of Wisconsin

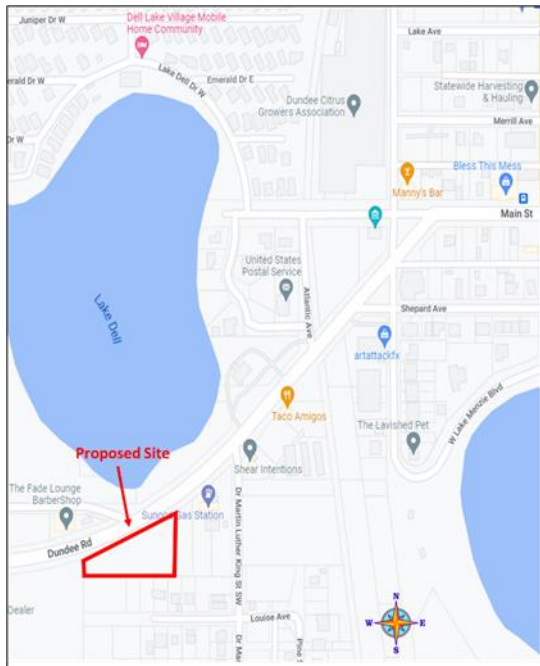
Page 1 of 1

AFFIDAVIT OF PUBLICATION

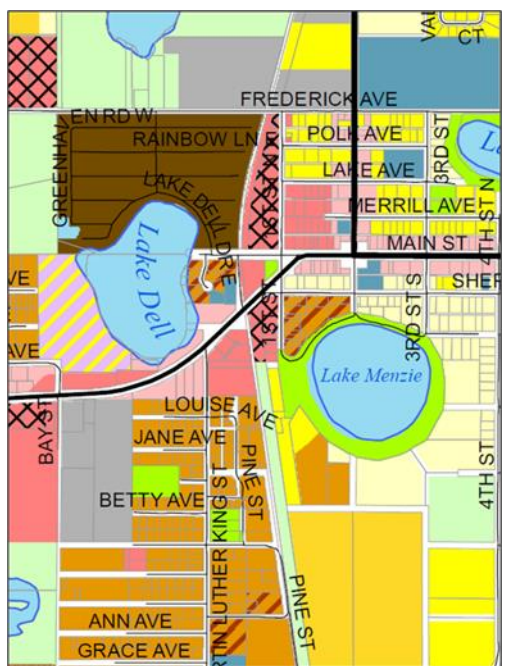
TOWN OF DUNDEE REQUEST FOR SPECIAL EXCEPTION STAFF REPORT

Planning and Zoning Date:	December 15, 2022	Project Type:	Special Exception
Town Commission Date:	January 10, 2022	Project Name:	Xtreme Car Care Inc.
Applicant:	Wilbert Munoz	Project Planner:	Lorraine Peterson, Development Director

Request:	Special Exception: Auto Sales and Minor Repair
Location:	Located on the south side of Dundee Road, north of Louise Avenue, west of Dr. Martin Luther King Street, east of Bay Street, Town of Dundee, in Section 28, Township 28, Range 27.
Property Owner:	Xtreme Car Center INC
Parcel Size/number:	1.24 +/- acres 272828-844000-005020
Development Area:	
Future Land Use and Zoning:	FLU=Commercial / Zoning= General Retail Commercial (CC)
DRC/Staff Recommendation:	Discretion of the Town Commission
Planning & Zoning Vote:	December 15, 2022 – Recommended Approval
Town Commission Vote:	Pending Hearing
Public Comment:	None
DEO*	N/A *Department of Economic Opportunity (DEO)



Location Map



Zoning Map

Summary:

This is an applicant-initiated request by Mr. Wilbert Munoz (owner) for a Special Exception to permit an auto sales and minor repair shop located at 217 Dundee Road in Dundee Florida. The proposed site is in the Future Land Use (FLU) district of commercial and the Zoning district of general retail commercial (CC). The zoning district summary tables list minor automotive repairs and auto sales as a special exception use. Mr. Munoz was granted a special exception for this property for the same use in December of 2020, but the special exception approval expired.

Property Information:

The site is situated on 1.24 +/- acres with lot frontage on Dundee Road (Attached Aerial Photo Map). It is on the south side of Dundee Road, north of Louise Avenue, west of Dr. Martin Luther King Street, east of Bay Street, Town of Dundee, in Section 28, Township 28, Range 27. The proposed site has an existing Future Land Use (FLU) designation of commercial and the Zoning classification of general retail commercial (CC).

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. Land Surrounding the subject site has a Future land Use designation of General Retail Commercial (CC), with the exception of the properties located to the south and southeast, which have a FLU of Medium Density Residential (MDR) and zoning designations of Service Commercial (CS), General Retail Commercial (CC), Industrial (IL) and Two Family Residential (RTF).

Table 1 Surrounding Uses

<p style="text-align: center;">Northwest</p> <p>FLU:COM/Commercial Zoning: CS/Service Commercial Multi-unit commercial</p>	<p style="text-align: center;">North</p> <p>FLU: COM/Commercial Zoning: CC/General Retail Commercial Vacant/Lake Dell</p>	<p style="text-align: center;">Northeast</p> <p>FLU: COM/Commercial Zoning: RSF-1/Low Density Single Family Residential Town of Dundee Building Services</p>
<p style="text-align: center;">West</p> <p>FLU: COM/Commercial Zoning: CC/General Retail Commercial Vacant</p>	<p style="text-align: center;">Subject Site 217 Dundee Rd.</p> <p>FLU: COM/Commercial Zoning: CC/General Retail Commercial Vacant</p>	<p style="text-align: center;">East</p> <p>FLU:COM/Commercial Zoning: CC/General Retail Commercial Gas station/convenience store</p>
<p style="text-align: center;">Southwest</p> <p>FLU: CIC/Commercial/Industrial Corridor Zoning: IL/Industrial Multi-unit commercial</p>	<p style="text-align: center;">South</p> <p>FLU: MDR/Medium Density Residential Zoning: RTF/Two Family Residential Single Family Home</p>	<p style="text-align: center;">Southeast</p> <p>FLU: MDR/ Medium Density Residential Zoning: RTF/Two Family Residential Single Family Home</p>

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

Request:

The applicant is requesting that the property be used for minor car repairs and automotive sales. The use of minor car repairs and the sale of automotives is permitted in the General Retail Commercial (CC) zoning classification through the approval of a special exception. The requested use is consistent with the Land Development Code.

The applicant will build a 1800 square foot building as an mechanic shop along with customer and employee parking spaces (see attached Exhibit 5 - Proposed Site Plan). The proposed hours of operation will be 8am – 7pm.

Special Exception Information:**DEVELOPMENT:**

According to the Land Development Regulations, the development and use of the site of an approved special exception must be in accordance with the approved site plan and application materials. The approved site plan shall be filed with the development director, and all development shall be in compliance with that plan.

CONDITIONS:

The Planning and Zoning Board may recommend, and the Town Commission may impose, any conditions or safeguards found to be necessary to ensure the compatibility of the special exception with surrounding properties or the community in general. These may include, but are not limited to, requiring restrictions on hours of operation and size of buildings, additional landscape and buffer areas, limiting vehicular access points and location of off-street parking, and similar conditions. Violation of any such condition or safeguard shall be deemed a violation of the Land Development Regulations and may result in a revocation of any special exception, in addition to any other remedy for such violation provided in the Regulations.

EXPIRATION:

Once approved, a special exception can continue indefinitely unless it expires. The Land Development Regulations include provisions for the expiration of a special exception. The special exception approval will expire if one of the following conditions is met:

1. If a special exception does not begin to serve the purpose for which it was granted permission within 180 days from the date of approval.
2. If a time limit is established as a condition of approval.
3. If the approved use is abandoned for 180 days or more.

DENIAL:

The Planning and Zoning Board may recommend denial of any application for any special exception, and the Town Commission may deny any application for special exception, for one or more of the following reasons:

1. It is inconsistent with the Town of Dundee comprehensive plan.
2. It would violate the concurrency management standards in article 6 of the LDRs.
3. It does not meet the requirements of the applicable special exception regulations.
4. It would endanger the public health and safety.

5. It would substantially injure the value of adjoining properties.
6. It would not be compatible with the area in which it is to be located.

Land Development Code:

The relevant sections of the Land Development Code that are applicable to the project request:

- Section 7.05.00- Procedure for Obtaining a Special Exception
- Section 7.05.01- Application
- Section 7.05.02- Review of proposed Special Exception
- Section 7.05.03- Expiration or Abandonment of Special Exception Use
- Article 9 – Definitions-Minor Automotive Repairs
-

Land Development Code Sections:

- **SECTION 7.05.00** Procedure for obtaining a special exception states Special exceptions shall be granted only for those activities specified as special exception uses in section 2.02.00. Approved special exceptions shall be subject to development standards provided in article 3. The planning and zoning board shall hear and decide applications for special exceptions authorized under this code in the manner prescribed below.
- **SECTION 7.05.01** Application states (A) *Application; fees.* All requests for special exceptions shall be submitted in writing to the development director, together with all applicable fees as provided by resolution. (B) *Contents.* The application shall contain the following items, as applicable: 1. A legal description and street address of the property. 2. Notarized authorization of the owner if the applicant is other than the owner or an attorney for the owner. 3. Site plan or sketch plan drawn to scale showing: a. The dimensions of the property; b. The existing and proposed location of structures on the property including signage, vehicular accessways and circulation areas, offstreet parking and loading areas, sidewalks, refuse and service areas, required yards and other open spaces, and landscaping or buffer areas; c. The measurements of existing and proposed adjacent rights-of-way, setbacks, distances between buildings, widths of accessways and driveways, and sidewalks. 4. A tabular summary describing the proposed use of the property including: a. Existing and proposed use of property; b. Conditions on the use, such as hours of operation, numbers of residents, etc.; c. Area of the property, pervious and impervious areas, and existing and proposed structures; d. Number of required and provided offstreet parking and loading spaces, existing and proposed density, and number of existing and proposed units.
- **SECTION 7.05.02** Review of proposed special exception states (A) *Completeness review.* Within five working days of receipt of an application for a special exception, the development director shall: 1. Determine that the information is incomplete and inform the applicant in writing of the deficiencies. 2. Determine that the plan is complete and proceed with the following procedures. (B) *Report to planning and zoning board.* The development director shall submit a written report containing his/her recommendations on the proposed special exception to the planning and zoning board prior to the meeting at

which the application will be heard. A copy of the report shall be made available to the applicant. The planning and zoning board review shall include a concurrency management review of the proposed use pursuant to the standards and procedures in article 6 of this code. (C) *Planning and zoning board hearing.* The planning and zoning board shall hold a public hearing on each application and shall forward its recommendations to the town commission. (D) *Decision by town commission.* The town commission shall hold a public hearing after due public notice on all recommendations for special exceptions from the planning and zoning board. By majority vote, it may accept, reject, modify, return or continue and seek additional information on those recommendations. (E) *Conditions and safeguards.* The development and use of the site of an approved special exception shall be in accordance with the approved site plan and application materials. The approved site plan shall be filed with the development director, and all development shall be in compliance with that plan. The planning and zoning board may recommend and the town commission may impose on the grant of any special exception any conditions or safeguards found to be necessary to ensure the compatibility of the special exception with surrounding properties or the community in general. These may include, but are not limited to, requiring restrictions on hours of operation and size of buildings, additional landscape and buffer areas, limiting vehicular access points and location of offstreet parking, and similar conditions. Violation of any such condition or safeguard shall be deemed a violation of this code and may result in a revocation of any special exception, in addition to any other remedy for such violation provided in this code. (F) *Denial.* The planning and zoning board may recommend denial of any application for any special exception, and the town commission may deny any application for special exception, for one or more of the following reasons: 1. It is inconsistent with the Town of Dundee comprehensive plan. 2. It would violate the concurrency management standards in article 6 of this Code. 3. It does not meet the requirements of the applicable special exception regulations. 4. It would endanger the public health and safety. 5. It would substantially injure the value of adjoining properties. 6. It would not be compatible with the area in which it is to be located. (G) *Findings.* The town commission shall make written findings, based on one or more of the reasons listed above, in support of a denial of an application for a special exception. (Ord. No. 12-12, § 1, 2-14-12)

- **SECTION 7.05.03** Expiration of abandonment of special exception use states if a special exception does not begin to serve the purpose for which it was granted permission within 180 days from the date of approval, it shall expire. Once initiated, the special exception use may continue indefinitely or until the expiration of any time limit established as a condition of approval. However, if such use is abandoned for 180 days, it shall expire.
- **ARTICLE 9** Minor automotive repairs states activities conducted at a service garage involving maintenance or small-scale mechanical work on motor vehicles. This shall include inspection, maintenance, repair or replacement of the following: Batteries. Brake systems. Carburetors and fuel systems. Ignition and electrical systems. Oil, antifreeze and other fluids. Tires. Also included are auto washing and detailing, and the tuning and adjustment, but not disassembly or removal, of engines and transmissions.

PUBLIC FACILITIES AND SERVICES ANALYSIS:

The proposed special exception application does not demonstrate any negative impact on the Town’s public facilities and services. A brief discussion of the impact to transportation, recreation, schools, and water and sewer facilities follows.

Access and Transportation Facilities:

A. Available Capacity

Table 6 below displays the available capacity for Dundee Road (SR 540) and the surrounding road network. There is available capacity in the PM Peak Hour for maximum buildout.

Table 6 Roadway Link Concurrency

Link #	Road Name	Current Level of Service (LOS)	Available Peak Hour Capacity	Minimum LOS Standard	5-Year Peak Hr. Projected LOS
8103E	Dundee Road/SR 540 (US 27 to SR 17 (Scenic Highway))	D	360	E	D
8103W		D	342	E	D

Source: Polk County Transportation Planning Organization Roadway Network Database April 2022

B. Roadway Conditions

Dundee Road (SR 540) is an urban collector that runs east and west, as an urban collector road it is monitored by the Polk County TPO with a LOS of D and has a pavement width of 25 feet.

Recreation:

Not impacted since the proposed use is not residential.

Public Schools:

Nearest Elementary, Middle, and High School

The schools zoned for the proposed property, are shown in Table 2, include Elbert Elementary, Dension Middle and Haines City Senior High School. The applicant does not need to address capacity for the proposed project as it is not anticipated to generate a use impacting school concurrency. General Retail Commercial (CC) does permit Group Homes.

Table 2: Schools

Name of School	Proposed Use Estimated Demand	% Capacity 2022-2023 School Year	Available Seats	Average Driving Distance from Subject Site
Elbert Elementary School (zoned)	N/A	69%	271	5 ± miles driving distance
Dension Middle School (zoned)	N/A	60%	480	6 ± miles driving distance
Haines City Senior High School (zoned)	N/A	89%	324	6.7 ± miles driving distance

Source: Polk County School Board, GIS

Utilities:

Due to the Town’s deficiency related to potable water concurrency, the applicant and Town shall negotiate and enter into a Concurrency Developer’s Agreement and, if applicable, a Water Supply Allocation Agreement.

Nearest Sheriff, Fire, and EMS Station:

Table 3 below displays that the nearest Sheriff District office is northeast and south of the site and the Fire and Emergency Management Station is located northeast of the site.

Table 3 Public Safety Information

	Name of Station	Distance Response Time
Sheriff*	Polk County Sheriff Office Southeast District Office, 4011 Sgt Mary Campbell Way, Lake Wales	5 +/- miles South Priority 1: 12:48 Priority 2: 24:54
Sheriff*	Polk County Sheriff Office Southeast District Office, 135 E Main Street, Town of Dundee	0.5+/- miles NE Priority 1:000 Priority 2:000
Fire/ EMS	Town of Dundee Fire and Rescue, 118 Merrill Ave, Dundee	0.5 +/- miles NE 5 min. response

Source: Polk County Sheriff’s Office and Town of Dundee Fire and Rescue. *Response times are based on September 2022 data. Fire/EMS times are based on an average

Sheriff response times are not as much a function of the distance to the nearest sheriff’s substation, but more a function of the overall number of patrol officers within the Town at the time of a call.

RECOMMENDED CONDITIONS OF APPROVAL:

Staff has reviewed the application for special exception and has provided the following recommendations for conditions of approval:

1. Completion of a transportation analysis.
2. Negotiate and enter into a Concurrency Developer's Agreement and, if applicable, a Water Supply Allocation Agreement.
3. A knee wall and/or wrought iron fence be installed on the portion of property facing Dundee Road.
4. All repair work shall occur inside the building (see attached Exhibit 5);
5. Repair work shall not occur between 7:00 pm and 8:00 am.
6. No parking shall be permitted on any unpaved portion of the property located at 217 Dundee Road (see attached Exhibits 1-3);
7. The applicant shall design the building to meet and comply with the intent of the Dundee Vision Plan which includes, but shall not be limited to, building aesthetics;
8. The requirement that a special exception begin to serve the purpose for which it was granted permission within 180 days from the date of approval is extended to 12 months to permit the applicant time to complete site plan approval, construction plan approval, and construction; and
9. Notwithstanding other applicable provisions of the Town of Dundee Land Development Code, for purposes of this condition, the term(s) **Abandon/Abandonment** shall also mean the intentional and voluntary relinquishment of the approved use(s). The temporary cessation of the approved use(s) does not operate to effect an abandonment of the use(s). For purposes of this condition, "temporary cessation" means a temporary cessation of a use for a period of time not to exceed 120 consecutive days. In the event of discontinuance of a use for a period of time exceeding 120 consecutive days or a period of time totaling 180 calendar days within a calendar year, the use shall be deemed abandoned. An order of the Town of Dundee Code Enforcement Special Magistrate finding that the subject real property failed to strictly adhere to the condition(s) prescribed by Resolution 22-53 shall constitute an abandonment of the Special Exception.

MOTION OPTIONS:

1. I move **approval of the Special Exception request** by Wilbert Munoz to obtain a special exception for a minor automotive repair shop and automotive sales on approximately 1.24 +/- acres zoned General Retail Commercial (CH) located at 217 Dundee Road.

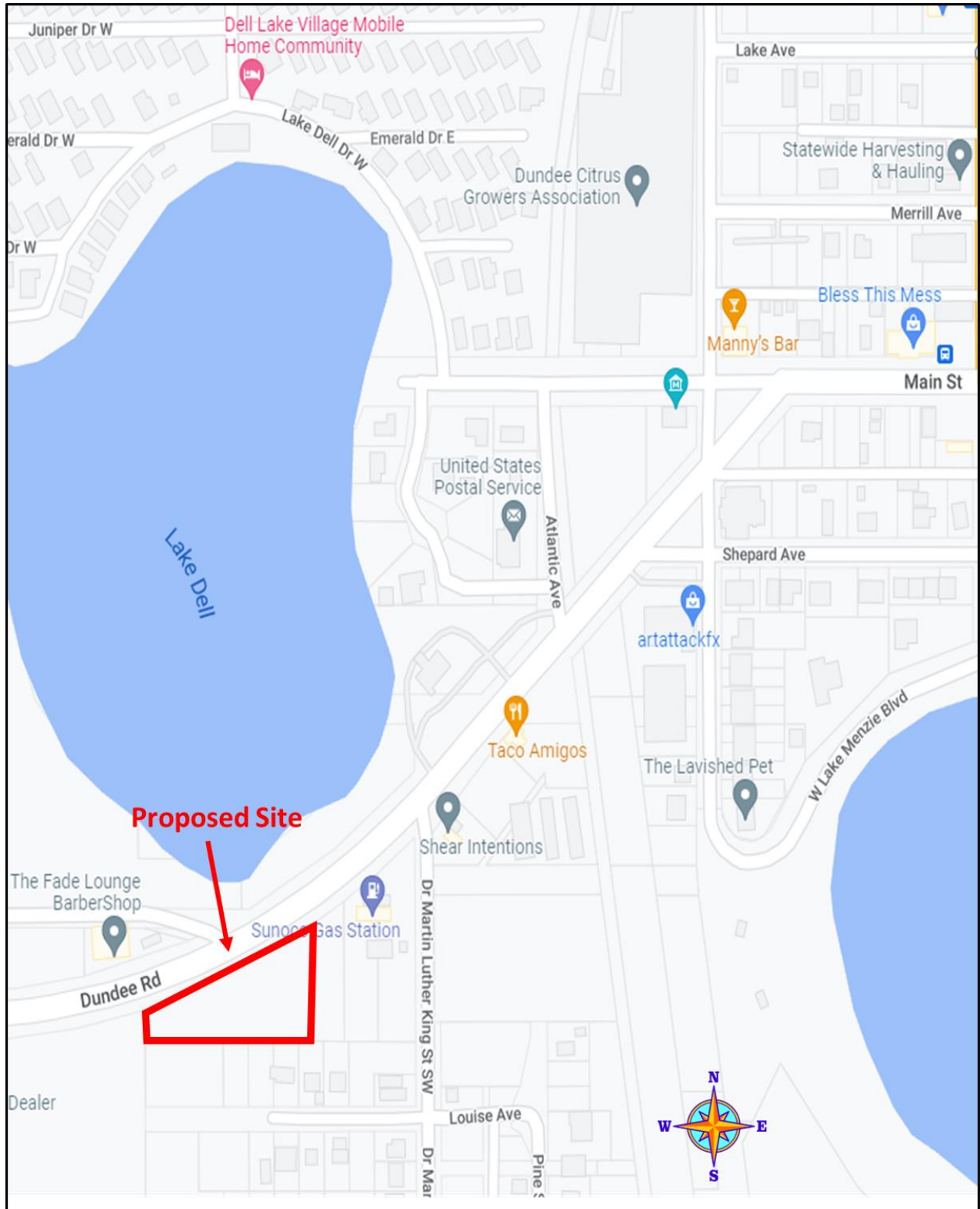
2. I move **approval of the Special Exception request with changes** for the request by Wilbert Munoz to obtain a special exception for a minor automotive repair shop and automotive sales on approximately 1.24 acres zoned General Retail Commercial (CC) located at 217 Dundee Road.

3. I move **continuation of this item until a date certain.**

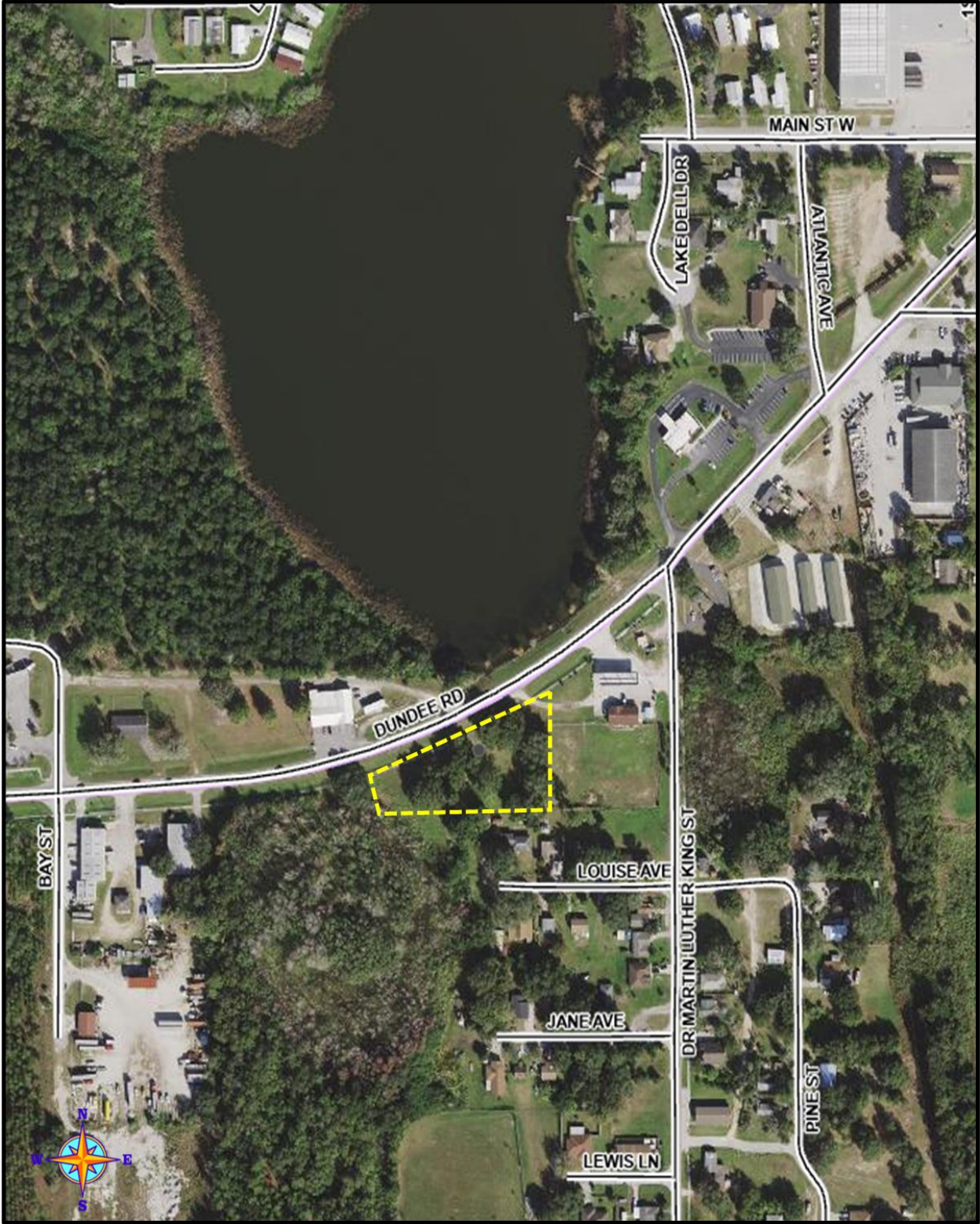
Exhibits:

- Exhibit 1 Location Map
- Exhibit 2 Aerial Context Map
- Exhibit 3 Aerial Close Up
- Exhibit 4 Current Zoning Map
- Exhibit 5 Applicant's Site Plan Map
- Exhibit 6 Permitted and Special Exception Uses
- Exhibit 7 Affidavit of Publication

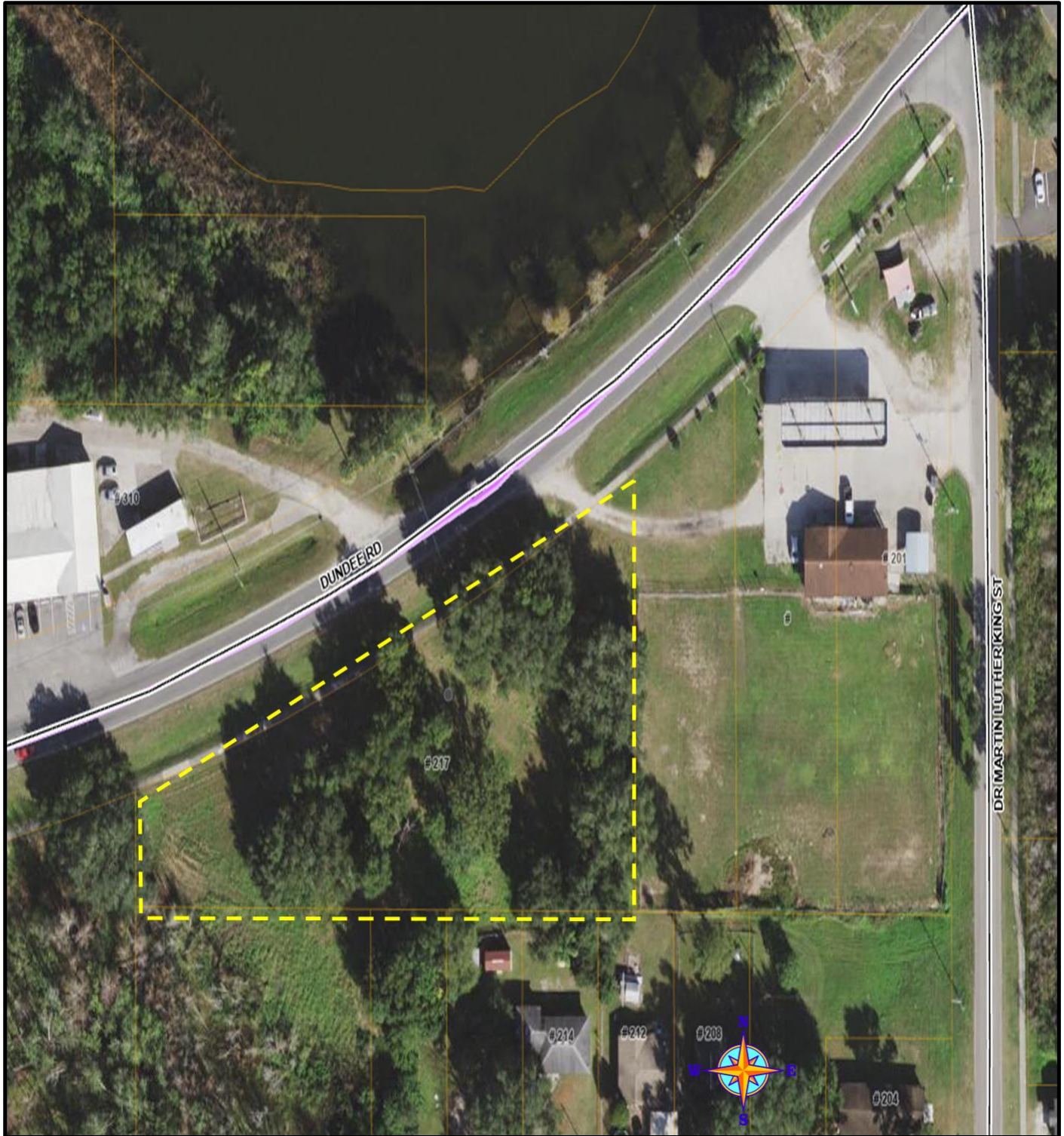
Applicant's submitted documents and ordinance as separate files



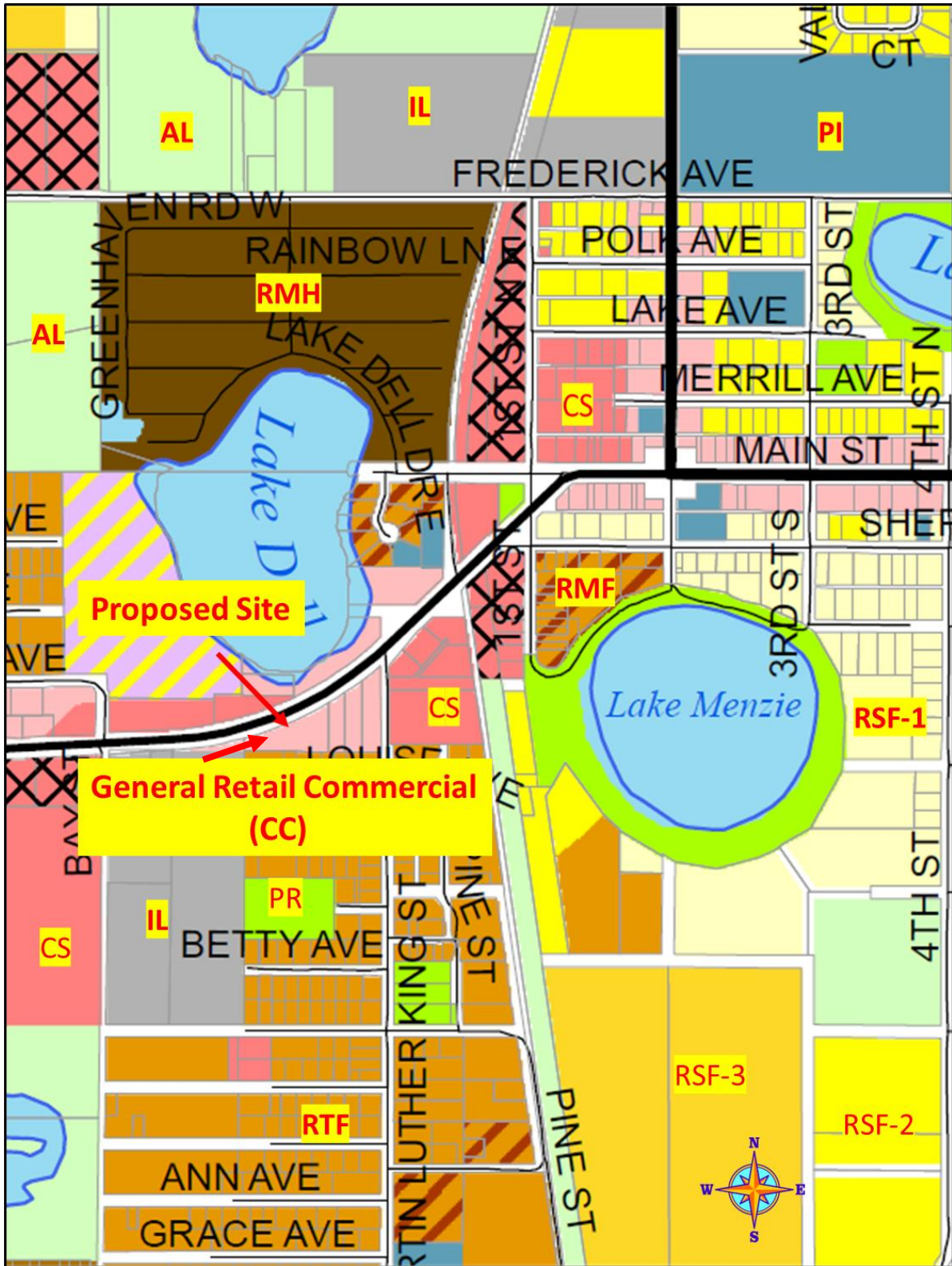
LOCATION MAP



AERIAL MAP CONTEXT

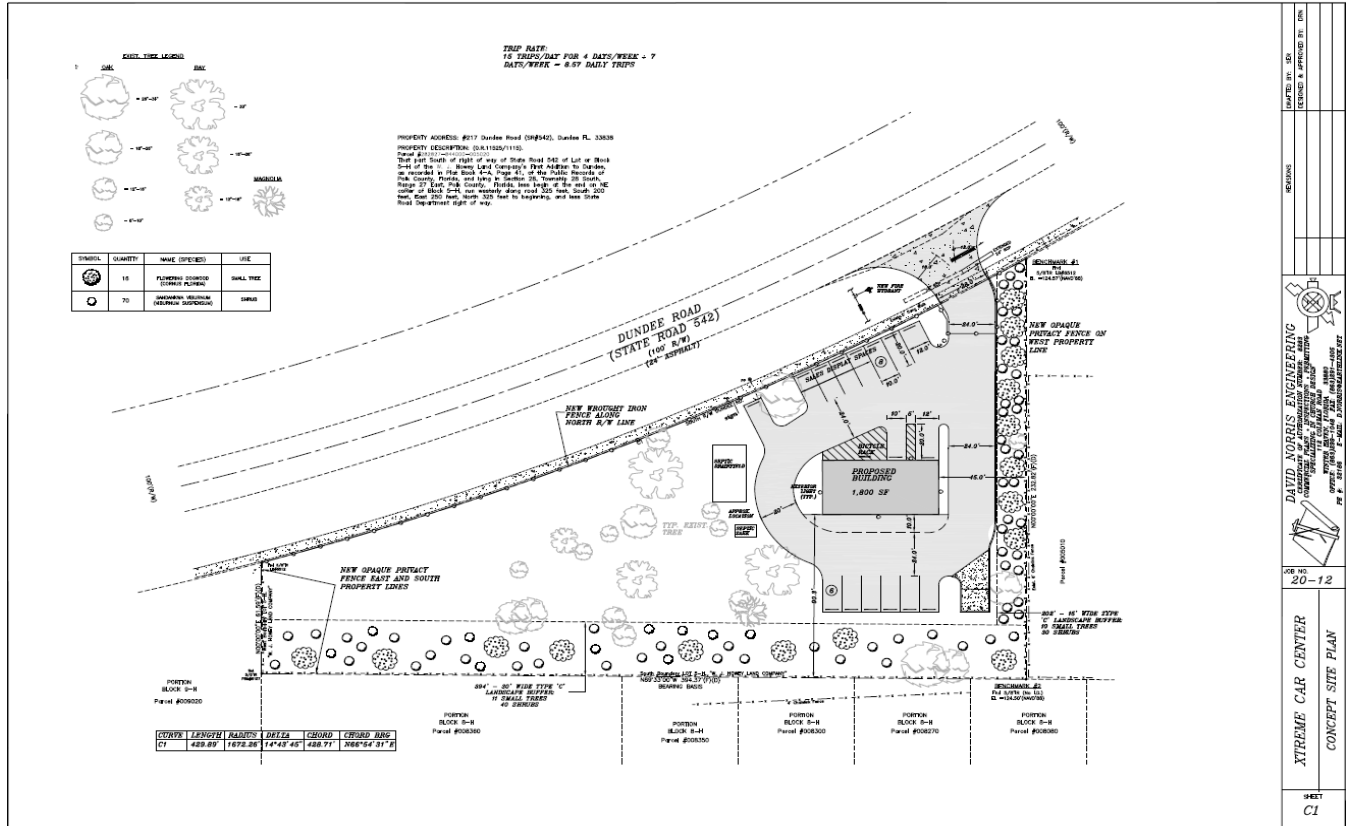


AERIAL MAP CLOSE UP



ZONING MAP
General Retail Commercial (CC)

Exhibit 5



SITE PLAN

General Retail Commercial (CC)			
Permitted		Special Exception/Public Hearing (s) Required	
All Other Uses:	Single-family, existing Group home (w/o medical) Group home (w/ medical) Nursing home Appliance repair Convenience store Cocktail lounge and/or package store Copy service, not large-scale printing Gasoline sales (no service) Indoor amusement enterprise Recycled mat. Collect. (indoor) Restaurant Shopping center Theater (indoor) Farmers market* Flea market, Indoor Fruit or vegetable stand* Restaurant (indoor or outdoor) Bank Clinic Club or lodge (private) Medical laboratory Pharmacies including medical marijuana dispensing facilities Professional office Real estate/business office Laundromat; dry cleaning and/or laundry pickup station for work to be done elsewhere Service establishments catering to commerce and industry inc. linen supply, ** Warehouse** Wholesale Distributor** Manufacture of finished products—Indoor only** Trade shop (roofing, plumbing, electrical, and the like) ** Auto license/tag facility City hall/municipal building Communications tower Electrical transmission lines and substations Fire station Jail Police station Post office Power substation Public utility or maintenance facility Reservoir Telephone switching station Water pumping plant or storage facility	All Other Uses:	Boarding house Townhouse Bed & Breakfast Hotel/motel/tourist court Drive-in establishment directly related to a use otherwise listed Minor automotive repairs
			Auto sales Building material/supply sales Gasoline service station, including minor repairs Special events facilities Hospital Auto repair, no sales Boat repair, no sales Funeral Home Sewer/water plant (on-site) Sewer lift station
		Staff Technical Review Required	
			College/university School (grades K-12) Vocational/technical school

<p>Church Civic center/auditorium Community center Day care facilities-Adult or child** Museum Public Library Athletic facility Golf course and country club, not including miniature golf Park, passive, no facilities (open space) Park Playground</p> <p>* Permitted in conjunction with the requirements of section 2.01.12. ** Permitted in conjunction with the requirements of section 2.01.13.</p>		
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PERMITTED AND SPECIAL EXCEPTION AND USES

Exhibit 7

AFFIDAVIT OF PUBLICATION
Winter Haven Sun
 Published Weekly
 Winter Haven, Polk County, Florida

Case No. 11/17 Helicopter RD ROW
 STATE OF FLORIDA
 COUNTY OF POLK

Before the undersigned authority, Anita Swain, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Winter Haven Sun, a newspaper published at Winter Haven in Polk County, Florida, that the attached copy or report of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

November 02, 2022

Alliant further says that the Winter Haven Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Anita Swain
 Anita Swain

Sworn to and subscribed before me this 2nd day of November 2022 by Anita Swain, who is personally known

Barbara Rakoczy
 Barbara Rakoczy, Clerk, Notary Number: #H1103214
 Notary expires: March 10, 2025

00036790 00106339
 John Garcia
 Town of Dundee
 202 Main Street
 Dundee, FL 33638

BARBARA RAKOCZY
 Notary Public - State of Florida
 Commission # HH 103214
 My Commission Expires
 March 10, 2025

PUBLIC HEARING NOTICE
TOWN OF DUNDEE PLANNING & ZONING BOARD

Please take notice that the Town of Dundee Planning & Zoning Board will hold a public hearing Thursday November 17, 2022, at 5:30 pm in the Town of Dundee Commission Chambers at 202 East Main Street, Dundee, Florida to hear the following items:

REQUEST FOR RIGHT OF WAY VARIATION - PORTION OF HELICOPTER ROAD BETWEEN TENDEL CAMP ROAD AND BEKLE ROAD NORTH

A REQUEST TO VACATE OPENED, UNPAVED, RIGHT-OF-WAY INCLUDING A PORTION OF HELICOPTER ROAD FROM TENDEL ROAD NORTH TO TENDEL CAMP ROAD. PORTION OF MAINTAINED RIGHT-OF-WAY AS DEPICTED ON MAP BOOK 4, PAGE 187, THROUGH 188 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THAT LIES ALONG THE ABOVE-DESCRIBED CORRIDOR. ALL LYING AND BEING IN SECTION 11, TOWNSHIP 29, RANGE 27 EAST, POLK COUNTY, FLORIDA.

AND

SPECIAL EXCEPTION FOR AUTO SALES AND MINOR AUTO REPAIRS

A REQUEST BY MR. WILBERT MUNOZ IN COMPLIANCE WITH ZONING ORDINANCE, TO OBTAIN A SPECIAL EXCEPTION FOR AUTOMOBILE SALES AND MINOR AUTOMOTIVE REPAIR ON 1.24 +/- ACRES ZONED GENERAL RETAIL COMMERCIAL (GC) LOCATED AT 217 DUNDEE ROAD, FURTHER DESCRIBED AS PARCEL IDENTIFICATION NUMBER 2748-8800-01002.

Any person who might wish to appeal any decision made by the Town of Dundee Planning and Zoning Board, Polk County, Florida, in public hearing or meeting is hereby advised that he/she will need a record of the proceedings, and for such purpose, but she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based. Any person with disabilities requiring accommodations in order to participate should contact the Town Clerk prior to the meeting.

LOCALIQ
 The Gainesville Sun | The Ledger
 Daily Commercial | Ocala StarBanner
 News Chief | Herold-100.com
 PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

TECO
 702 N Franklin ST
 Tampa FL 33602-4429

STATE OF WISCONSIN, COUNTY OF BROWN

The Ledger-News Chief, a newspaper printed and published in the city of Lakeland, and of general circulation in the County of Polk, State of Florida, and personal knowledge of the facts herein state and that the notice herein proposed was published in said newspapers in the issue dated or by publication on the newspaper's website, if authorized, on:

01/17/2022, 07/24/2022

and that the fees charged are legal.
 Sworn to and subscribed before on 07/24/2022

Legal Clerk
John Garcia

Notary, State of Wisconsin of Brown
Sarah BerTELSEN
 7/27/25

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SARAH BERTELSEN
 Notary Public
 State of Wisconsin

Page 1 of 1

AFFIDAVIT OF PUBLICATION

RESOLUTION NO. 22-53

A RESOLUTION APPROVING THE REQUEST OF XTREME CAR CENTER, INC., TO OBTAIN A SPECIAL EXCEPTION WITH CONDITIONS FOR AUTOMOBILE SALES AND MINOR AUTOMOTIVE REPAIR ON APPROXIMATELY 1.24 ACRES ZONED GENERAL RETAIL COMMERCIAL (CC) LOCATED AT 217 DUNDEE ROAD, FURTHER DESCRIBED AS PARCEL IDENTIFICATION NUMBER 272828-844000-005020; PROVIDING FOR TIMING; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) WITH REGARD TO THE CONDITIONS OF APPROVAL INCLUDING, BUT NOT LIMITED TO, NEGOTIATING AND ENTERING INTO A DEVELOPER’S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

.

WHEREAS, Xtreme Car Center, Inc. (the “Applicant”), an active Florida corporation, owns the property located at 217 Dundee Road (as shown in Exhibit “A”); and

WHEREAS, pursuant to 7.05.02 of the Town of Dundee Land Development Code (LDC) and applicable Florida law, the Applicant has submitted an application and a site plan for a Special Exception for automobile sales and minor automotive repair for approval by the Town Commission of the Town of Dundee

WHEREAS, the property has a Town of Dundee zoning designation of General Retail Commercial (CC); and

WHEREAS, the General Retail Commercial (CC) Zoning district permits automobile sales by right with an approved Special Exception; and

WHEREAS, the General Retail Commercial (CC) Zoning district permits minor automotive repair by right with an approved Special Exception; and

WHEREAS, the application for automobile sales and minor automotive repair as presented by the Applicant meets all requirements of Section 3.07.00 of the Town of Dundee Land Development Code; and

WHEREAS, on December 15, 2022, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town’s Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting, considered the Applicant’s request for special exception as set forth in this Ordinance

which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on December 15, 2022, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town’s Planning and Zoning Board; and

WHEREAS, on December 15, 2022, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town’s Planning and Zoning Board voted to recommend approval of the Applicant’s request for the special exception with conditions as set forth in this Resolution to the Town Commission; and

WHEREAS, the Town Commission has reviewed the Special Exception application, held an advertised public hearing, and provided for comments and public participation in the process in accordance with the requirements of state law; and

WHEREAS, the special exception approval shall be in keeping with the approved site plan (see Exhibit B) and Section 7.05.02(E) of the Dundee Unified Land Development Code, which allows for the conditioning of Special Exceptions.

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

Section 1. Special Exception.

The Special Exception application for automobile sales and minor automotive repair located at 217 Dundee Road (see Exhibit “A” – aerial photo map of location) is approved and shall conform to the proposed site plan (see attached Exhibit “B” – the proposed site development plan). The aerial photo map (see attached Exhibit “A”) and proposed site development plan (see attached Exhibit “B”) are attached hereto and made a part of this Resolution by reference.

Provided further, in accordance with Section 7.05.02(E) of the Town of Dundee Unified Land Development Code, the following conditions and safeguards shall be imposed on the grant this special exception and site plan (see attached Exhibit “B”), as follows:

1. Completion of a transportation analysis and administrative/final approval of the proposed site development plan (see attached Exhibit “B”).
2. Negotiate and enter into a Concurrency Developer’s Agreement and, if applicable, a Water Supply Allocation Agreement.
3. A knee wall and/or wrought iron fence be installed on the portion of property facing Dundee Road.

4. All repair work shall occur inside the building (see attached Exhibit “B”);
5. Repair work shall not occur between 7:00 pm and 8:00 am.
6. No parking shall be permitted on any unpaved portion of the property located at 217 Dundee Road (see attached Exhibit “A”);
7. The Applicant shall design the building to meet and comply with the intent of the Dundee Vision Plan which includes, but shall not be limited to, building aesthetics;
8. The requirement that a special exception begin to serve the purpose for which it was granted permission within 180 days from the date of approval is extended to 12 months to permit the applicant time to complete site plan approval, construction plan approval, and construction; and
9. Notwithstanding other applicable provisions of the Town of Dundee Land Development Code, for purposes of this condition, the term(s) **Abandon/Abandonment** shall also mean the intentional and voluntary relinquishment of the approved use(s). The temporary cessation of the approved use(s) does not operate to effect an abandonment of the use(s). For purposes of this condition, “temporary cessation” means a temporary cessation of a use for a period of time not to exceed 120 consecutive days. In the event of discontinuance of a use for a period of time exceeding 120 consecutive days or a period of time totaling 180 calendar days within a calendar year, the use shall be deemed abandoned. An order of the Town of Dundee Code Enforcement Special Magistrate finding that the subject real property failed to strictly adhere to the condition(s) prescribed by Resolution 22-53 shall constitute an abandonment of the Special Exception.

Section 2. Timing. In accordance with Section 7.05.03, the special exception, as granted through this Resolution, shall expire if the special exception uses do not commence within twelve (12) months from the date of approval of this Resolution or if such uses are abandoned.

Section 3. Town Manager Authorization. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions with regard to the conditions of approval of this Resolution which includes, but shall not be limited to, negotiating and entering into a developer’s agreement on behalf of the Town of Dundee.

Section 4. Severability. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared

by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions or portions of this Resolution shall remain in full force and effect.

Section 5. Administrative Correction of Scrivener’s Errors. 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.

Section 6. Conflicts. In any case where a provision of this Resolution is found to be in conflict with a provision of any other resolution of the Town of Dundee, the provisions of this Resolution shall prevail.

Section 7. Effective Date. This Resolution shall become effective immediately upon its passage.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session, this 10th day of January, 2023.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Jenn Garcia, Town Clerk

Approved as to form:

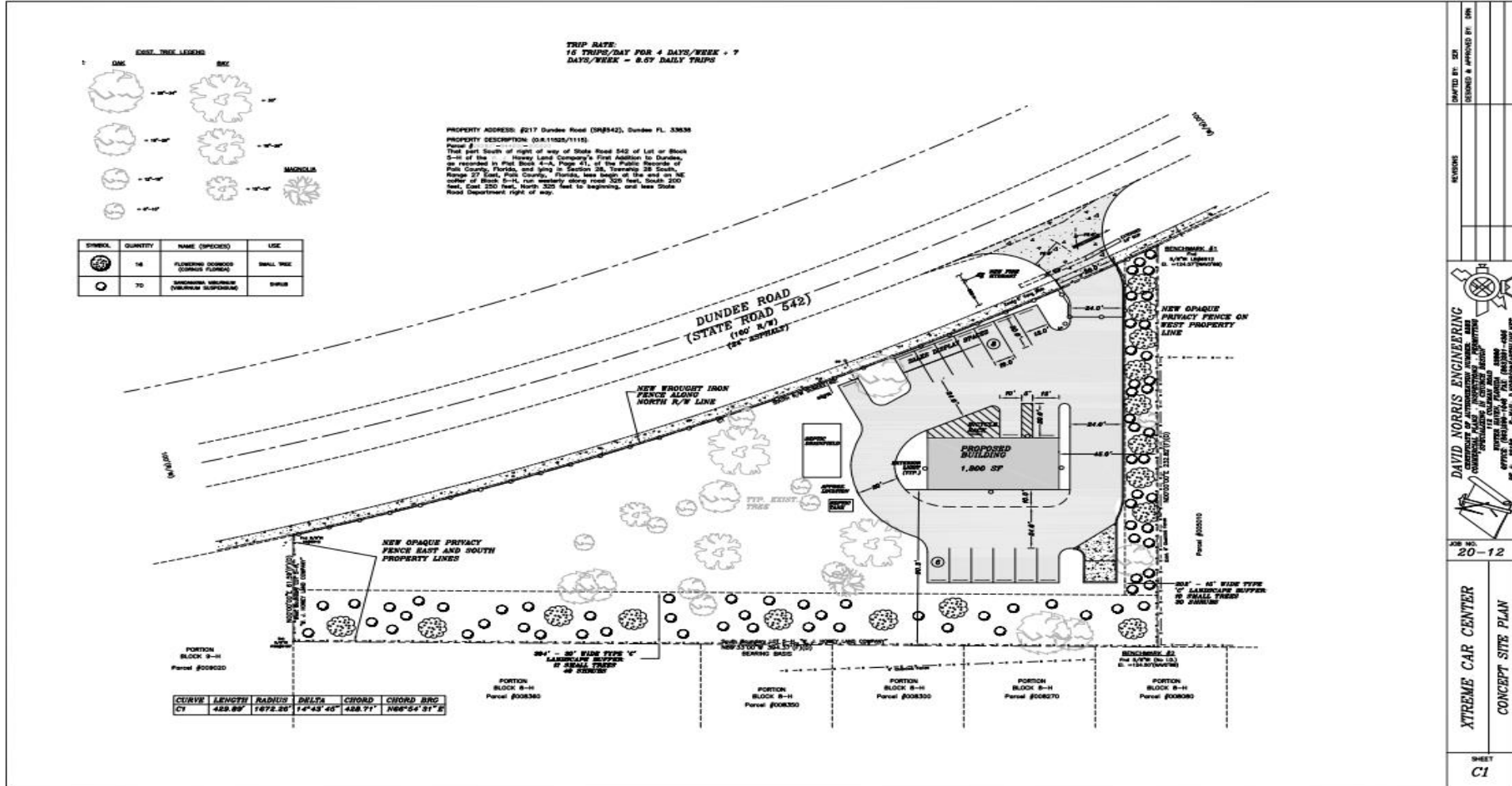
Frederick J. Murphy, Jr., Town Attorney

Resolution 22-53
Exhibit "A"

TOWN OF DUNDEE
AERIAL PHOTO MAP



Resolution 22-53
Exhibit "B"





TOWN COMMISSION MEETING

January 10, 2023 at 6:30 PM

AGENDA ITEM TITLE: Right-of-Way Vacation- portion of Helicopter Road

SUBJECT: The Planning and Zoning Board will consider approval of the Helicopter Road Right-of-Way Vacation.

STAFF ANALYSIS: This is an applicant-initiated request for approval of a right-of-Way Vacation of a portion of Helicopter Road between Dekle Road and Tindel Camp Road, a total of 0.5 miles (2,634 feet).

FISCAL IMPACT: No Fiscal Impact

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: Staff Report

Resolution 22-54



**TOWN OF DUNDEE
RIGHT-OF-WAY VACATION REQUEST
STAFF REPORT**

TO: Town Commission
PREPARED BY: Lorraine Peterson, Development Director
AGENDA DATE: January 10, 2023
REQUESTED ACTION: **VACATION OF RIGHT-OF-WAY:** Tampa Electric Company, Helicopter Road Right-of-Way

A request to vacate and abandon portions of specific opened, paved, and unimproved 20-foot-wide portion of the Helicopter Road rights-of-way located between Dekle Road (south) and Tindel Camp Road (north) rights-of-way.

REQUEST:

Tampa Electric Company filed a petition requesting the Town of Dundee to vacate and abandon portions of specific opened, paved, and unimproved 20-foot-wide Helicopter Road rights-of-way located between Dekle Road (south) and Tindel Camp Road (north). The vacation is part of the proposed Lake Mabel Loop Solar Farm Project.

PROPERTY INFORMATION

The northern terminus of the right-of-way intersects with platted right-of-way known as Tindel Camp Road. The southern terminus of the right-of-way intersects with platted right-of-way known as Dekle Road. The applicant is requesting the right-of-way be vacated for the development of a solar farm. All the properties that abut this right-of-way are owned by Tampa Electric Company.

Surrounding Property Information

<p><u>Northwest:</u> FLU: LDR ZON: RSF-1 Existing Uses: Residential</p>	<p><u>North:</u> FLU: ZON: Existing Uses: Residential Tindel Estates Subdivision Polk County</p>	<p><u>Northeast:</u> FLU: LDR ZON: PUD Existing Uses: Citrus Tampa Electric Company</p>
<p><u>West:</u> FLU: LDR ZON: PUD Existing Uses: Vacant Tampa Electric Company</p>	<p><u>Subject Parcel</u> Right-of-Way</p>	<p><u>East:</u> FLU: ZON: Existing Uses: Vacant Tampa Electric Company Polk County</p>
<p><u>Southwest:</u> FLU: LDR ZON: unassigned Existing Uses: Citrus</p>	<p><u>South:</u> FLU: ZON: Existing Uses: Residential Polk County</p>	<p><u>Southeast:</u> FLU: ZON: Existing Uses: Vacant Tampa Electric Company Polk County</p>

FINDINGS OF FACT:

The Petition for Right-of-Way Vacation is to be reviewed by the Town Staff, Planning and Zoning Board and Town Commission consistent with the requirements of the Town of Dundee, regarding the vacation of streets, alleys, and public ways.

Pursuant to the Town of Dundee Land Development Code and Florida law, on December 15, 2022, at a duly noticed public meeting, the Town of Dundee Planning and Zoning Board reviewed the petition to vacate the subject ROW; and, during the public meeting, the Planning and Zoning Board heard testimony of interested parties and considered any evidence presented. At that time, the Planning and Zoning Board voted to recommend approval of the petition to vacate the subject ROW to the Town of Dundee Town Commission.

Below are staff findings of fact determined during review of the petition.

- The applicant has submitted a completed application with appropriate fee.
- The applicant did not have to send out adjoining property owner notices and signature forms certified/registered mail, because all the adjoining properties are owned by the applicant (see attached application materials).
- The applicant submitted letters to the required utilities via certified mail. To date, none of the utilities have submitted letters regarding this issue.

- The applicant published legal notice of the request for vacation of a right-of-way in The Ledger on July 17, 2022, and July 24, 2022.
- The right-of-way is opened and as platted it intersects between Dekle Road (south) and Tindel Camp Road (north) and all properties adjacent to the right-of-way have access to public streets without use of this right-of-way.

TOWN COMMISSION ACTION:

Consistent with the requirement of the Town of Dundee regarding vacating streets, alleys, and public ways, the Town administration is forwarding this Petition for Right-of-Way Vacation to the Town of Dundee Town Commission for Review and Comment.

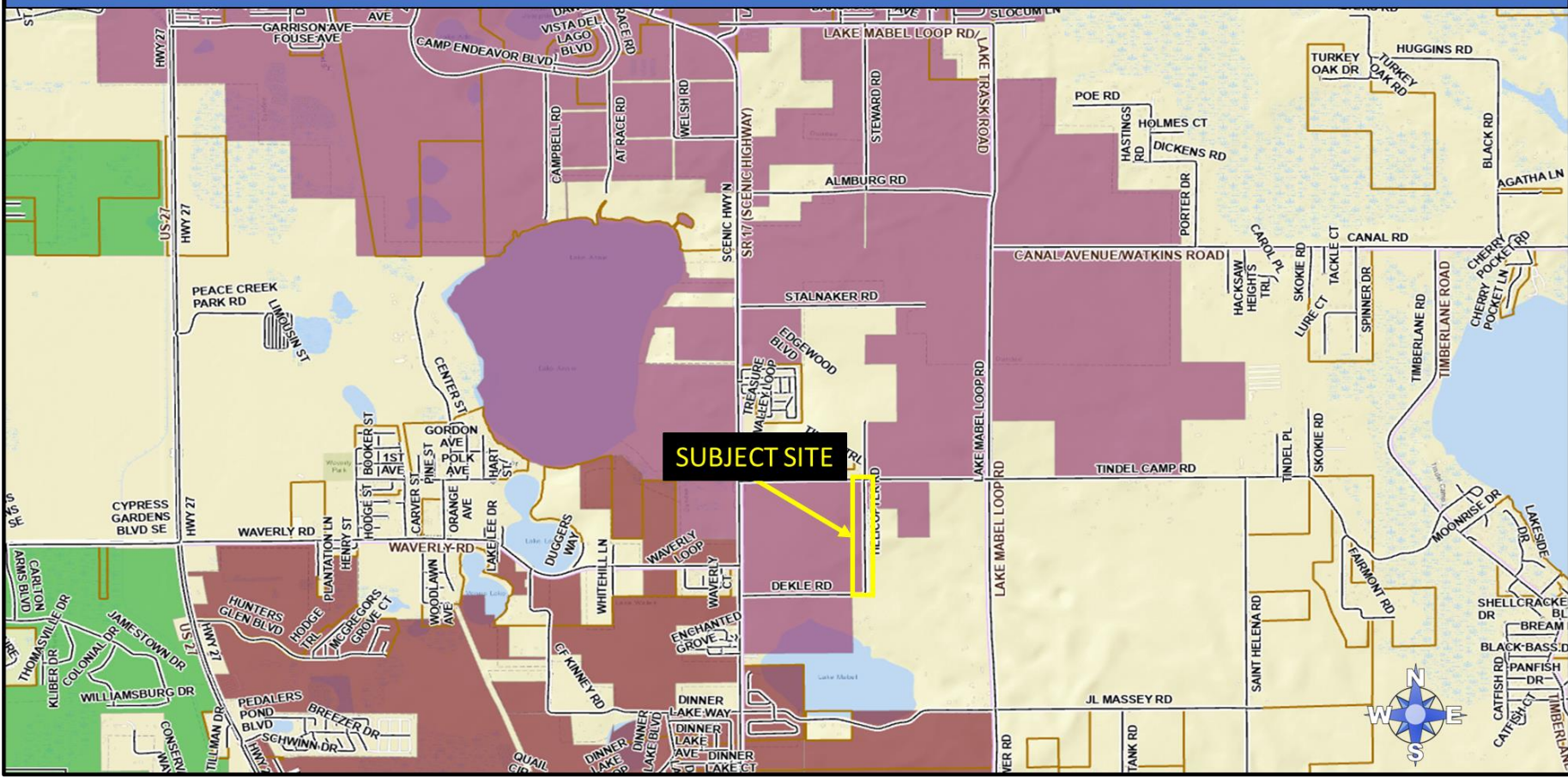
MOTION OPTIONS:

1. I move **approval of Resolution 22-54** to have the Town of Dundee vacate and abandon specific opened, unpaved, and unimproved rights-of-way as described in this staff report.
2. I move **approval of Resolution 22-54 with changes** to have the Town of Dundee vacate and abandon specific opened, unpaved, and unimproved rights-of-way as described in this staff report.
3. I move **denial of Resolution 22-54** to have the Town of Dundee vacate and abandon specific opened, unpaved, and unimproved rights-of-way as described in this staff report.
4. I move **continuation of the item until a date certain.**

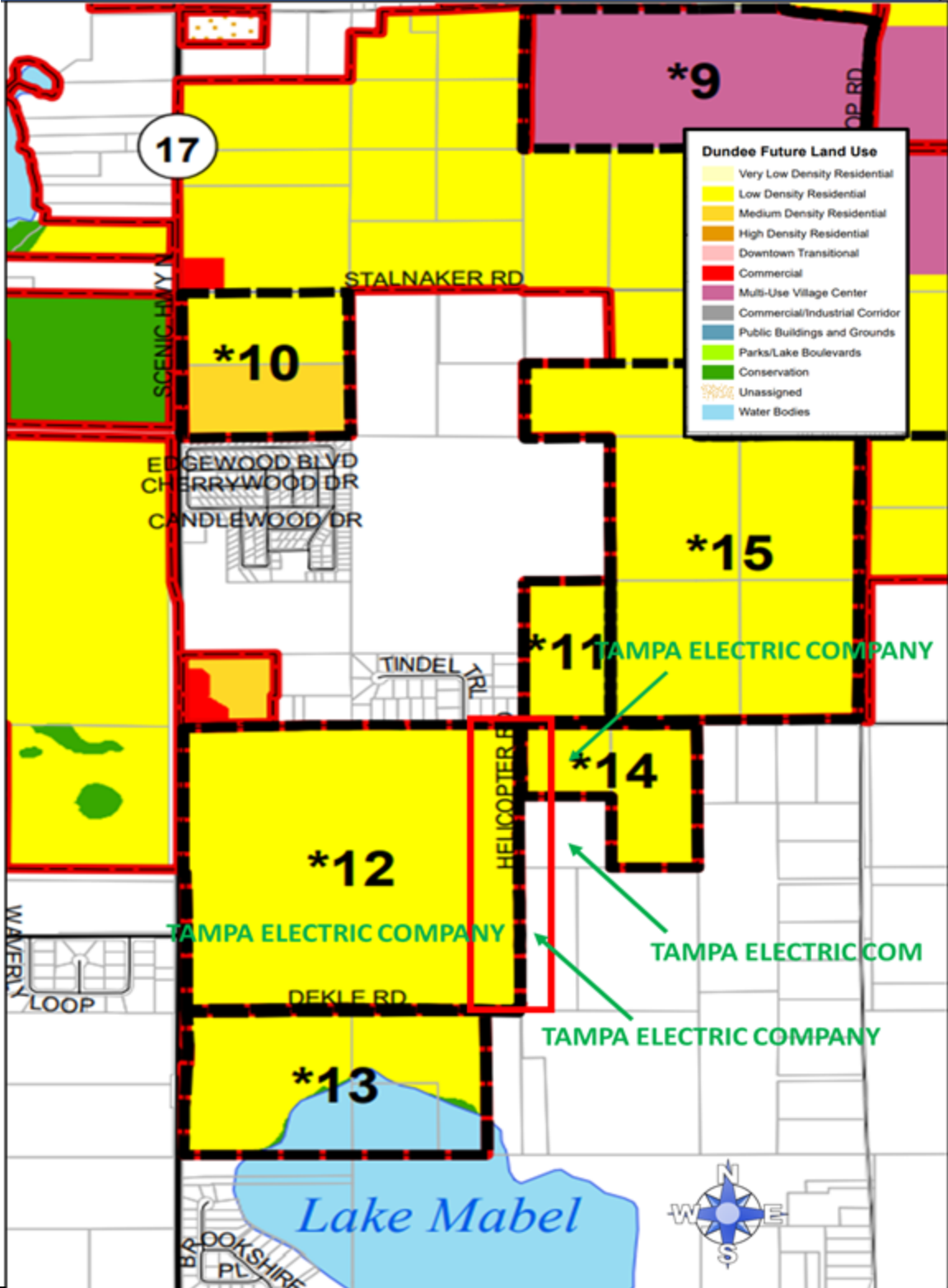
Attachments:

Location Map
 Aerial and Surrounding Owner Map
 Current Future Land Use Map
 Current Zoning Map
 Proof of Publication from the Ledger
 Application for Right-of-Way Vacation with supporting documentation

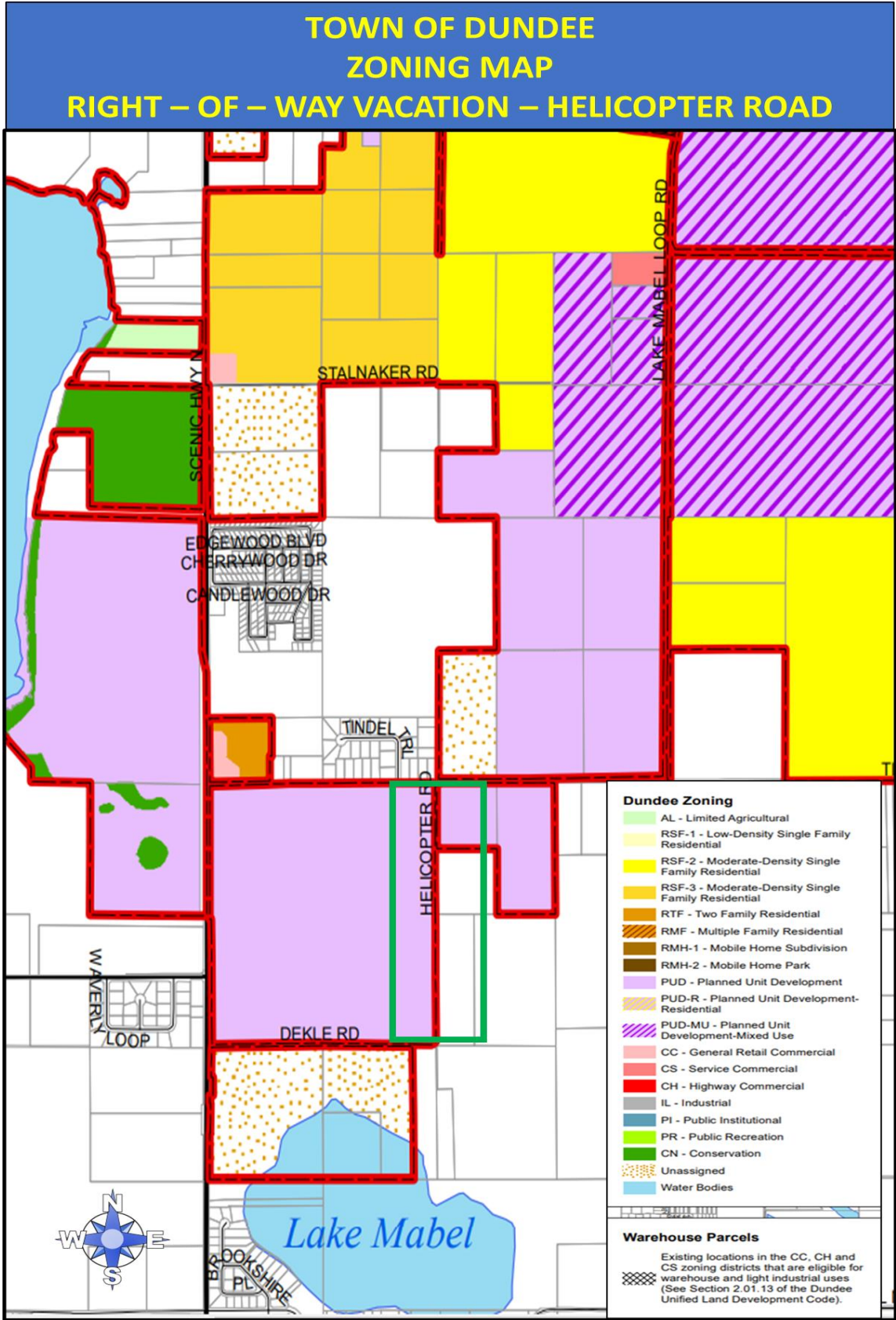
TOWN OF DUNDEE LOCATION MAP HELICOPTER RD. RIGHT-OF-WAY VACATION



TOWN OF DUNDEE FUTURE LAD USE MAP RIGHT – OF – WAY VACATION – HELICOPTER ROAD



Town Commission Staff Report of ROW- December 15, 2022
Vacation of Helicopter Road



Application for Right-of-Way Vacation

AUG 3 2022

Town of Dundee
Application for Vacating Streets, Alleys, And Public Ways
And Redirecting Traffic

The following information is required for submission of an application to vacate streets, alleys and public ways. The Town Commission must approve or deny the request. It is important that all information is complete and accurate when submitted to the Town. The Town Commission holds meetings the 2nd and 4th Tuesday of every month at 6:30 p.m. These applications are heard once all requisite information has been submitted.

Please print or type the requested information below.

A. GENERAL INFORMATION:

Name of Applicant/Property Owner: Tampa Electric Company

Mailing Address: 702 N. Franklin Street, Tampa, FL 33602

Phone (Work): (813) 417-6131 Phone (Home): _____

Interest in Property (e.g. owner, buyer, etc.): Owner

Name of Agent, if applicable: Darren Stone

Mailing Address: 1408 N Westshore Blvd, Suite 115, Tampa, FL 33607

Phone (Work): (727) 741-9338 Phone (Home): _____

B. NATURE OF REQUEST:

Identify Right-of-Way Affected: Helicopter Road between Tindel Camp Road and Dekle Road

Legal Description of Right-of-Way: See attached sketch with legal description

Nature and Purpose of Request:

Vacate Helicopter Road right-of-way between Tindel Camp Road and Dekle Road.

C. PLEASE ADDRESS THE FOLLOWING:

1. Are there any known applicable portions of any current town plans for the use of the subject right-of-way, street, or alley? If so, please address this.

None known.

2. Identify how abutting property owners will be affected by the proposed request.

Tampa Electric Company owns property along both sides of Helicopter Road between Tindel Camp Road and Dekle Road. There will be no negative impact to the abutting landowner as a result of the vacation of the ROW.

3. What impacts will the request have on short-range and long-range public and private utilities? Please address if utilities are to be relocated.

There are no short range plans for the extension of public utilities to this area of the Town County. Utilities can be extended along Tindel Camp Road and Dekle Road in the future. No residential development is planned for at least 25 years where the Lake Mabel Solar project is proposed.

4. What impacts will ^{the} request have on short-range and long-range ingress and egress by private and public vehicles? Please address if alternative ingress/egress is proposed.

Maintenance vehicles will be able to access the Lake Mabel Solar project once it is operational. Helicopter Road will remain open until other construction activities are complete. Residents located along the southern portion of Helicopter Road can access their properties from Dekle Road.

5. What is the cost of relocating any public utility lines?

There are no current utility lines, so there is no associated cost.

The Town will consider the cost and attendant responsibilities involved in maintaining utilities where improvements may be constructed over existing facilities. The Town also ensures that the rights of all franchised utilities are protected

D. PLEASE SUBMIT THE FOLLOWING INFORMATION AND EXHIBITS:

1. A letter from the petitioner or his/her agent addressed to the Town Manager requesting that the proposal be placed on the Town Commission agenda for review purposes.

2. A signed authorization form from the abutting property owner(s) making the request or who are a part of the request.

3. A survey or plat containing a description of all land uses abutting the affected right(s)-of-way.

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4. Written request review responses from each franchise utility provider as well as from affected Town Departments, including Public Services, Fire, and Police. A list of contact persons and their addresses are attached.

5. Schematic drawing(s) showing the location of all utilities utilizing the subject right-of-way, as provided by each utility provider, i.e., electricity, gas, sewer, water, telephone, drainage, sanitation, or underground TV cable. Applicants may be able to obtain such schematic drawings from the Town Public Services Department and other applicable utility providers upon request.

6. A check or money order, made payable to the Town of Dundee to pay the required application fee. Please contact the Building Department staff for the current application fee.

E. ADDITIONAL DOCUMENTATION:

After initial application review by staff to determine likely impacts of implementing the vacation or street/traffic redirection proposal, the Town may require a traffic analysis report based on accepted transportation engineering criteria. This traffic analysis report may include, but shall not be limited to the following:

1. Background narrative containing the definition of the problem.
2. General data, including but not limited to:
 - a. A location map showing local streets.
 - b. Collector and arterial streets in the area as designated in the Town's Thoroughfare plan.
 - c. Zoning of the affected area.
 - d. Traffic counts.
 - e. Accident counts.
 - f. Width of pavements.
 - g. On-street parking.
 - h. Related demographic data.
 - i. Identification of major trip generators in the area.
3. Analysis of traffic characteristics, including:
 - a. Estimated trip generators that would be characteristic for the neighborhood.
 - b. Comparison of actual, observed traffic volumes with estimated traffic volumes to be generated in the neighborhood.
 - c. Determination of peak-hour flows.
 - d. Estimated impact of changes on parallel facilities (e.g. alternative routing).
4. Alternative solution identification, including:
 - a. An analysis of the impact of each alternative on the overall area traffic network.
 - b. An analysis of the impact on zoning, utilities, and drainage systems.
 - c. An analysis of costs of each alternative.
 - d. A prioritization of alternatives.

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5. As part of the application process, if the Town Commission determines that additional of independent study is necessary, the applicant shall bear all associated costs in producing the study.

F. CHAPTER 15, SECTION 15-51, CITY POLICY:

- 1. No new construction shall occur on or over any existing right-of-way unless the petitioner or his successors and assigns assume and agree to pay all costs of relocating utility lines including legal costs resulting from development of the property.
- 2. All future costs involved in repairing hard surfaces placed over an easement shall be the responsibility of the petitioner or his successors and assigns.
- 3. The petitioner, his successors or assigns, will hold the town and all utilities harmless and immune for all claims for damages resulting from their use of the right-of-way, if any.
- 4. The Town Commission may condition any action for widening, or permanently redirecting traffic along city streets or alleys, or closing, abandoning, or vacating any street, alley or other right-of-way based upon the timely implementation of the project which necessitated such action.

G. FILING APPLICATIONS:

You are welcome and encouraged to contact the Building Department staff at (863) 438-8330 from 8:00 a.m. to 5:00 p.m. Monday through Friday to obtain help with this application. Meeting with staff can help to ensure that your application is complete. Staff can also explain and answer any questions you may have concerning the Town Commission and the hearing process.

The Building Department is located at 202 East Main Street, Dundee, Florida 33838. The mailing address is P.O. Box 1000, Dundee, Florida 33838. If you wish to contact us by fax, our number is (863) 438-8339.

Town Use Only:

Date Received: AUG 5 2022 Received By: Brenda Carter
 Fee Received: \$579.32 Receipt Number: Ref.# 27813
 Case Number: _____ Date Accepted: 8-5-22
 Tentative Meeting Date: _____

Uncoated envelope No. 1000441-17 (9-4-16) (1) (10/1/16) (A, B, C)

STATE OF FLORIDA:
COUNTY OF POLK:

(I)(WE) David Sweat Being
duly sworn, depose and say that (I) (WE) own one or more of the properties involved in this
petition and that (I) (WE) have familiarized (myself) (ourselves) with the rules and regulations of
the Town Commission with respect to preparing and filing this petition and that the foregoing
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
statement and information above referred to are in all respects true and correct to the best of (my)
(our) knowledge and belief.

SIGNED: David Sweat SIGNED: _____

SIGNED: _____ SIGNED: _____

STATE OF FLORIDA:
COUNTY OF POLK:

The foregoing instrument was acknowledged before me this 27th day of July
20 22, by David Sweat, who is personally known to me or who has
produced personally known as identification and who did (did not) take an
oath.

[Signature]
SIGNATURE OF NOTARY PUBLIC

Emily Skiloff
TYPED OR PRINTED NAME OF NOTARY PUBLIC



06-280957
NOTARY PUBLIC SERIAL # (IF ANY)

STAMP & DATE MY COMMISSION EXPIRES: 12-02-2022

Notary Public in and for the State of Florida

Agent, Lessee, or Buyer's Signature Page

(I) (We), DARREN STOWE being duly

sworn, depose and say that (I) (We) serve as _____ for the
(Agent or Lessee)

owner(s) in making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this capacity. Further, (I) (We) depose and say that the statements and answers herein contained and other information attached hereto present the arguments in behalf of the petition herein requested to the best of (my) (our) ability and that the statements and information above referred to are in all respects true and correct to the best of (my) (our) knowledge and belief.

Agent, Lessee, or Buyer(s)

[Signature]
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

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

STATE OF FLORIDA:
COUNTY OF POLK: Hillsborough

The foregoing instrument was acknowledged before me this 2nd day of August

2022, by Darren Stowe, who is personally known to me or who

has produced a Driver's License as identification and who did not take an oath.

[Signature]
Notary Seal and Commission Expiration Date



DocuSign Envelope ID: 18864641-77-73-4U34-B37U-7B9U96UJAZP-968

Adjoining Property Owner Signature Form

I, David Sweat, understand that Tampa Electric is requesting that the Town of Dundee to close, vacate, and abandon the Helicopter Road right-of-way from Tinglej Camp Road and Dekle Road

right-of-way which adjoins my property. I also understand that I will receive one-half of the right-of-way fronting my property.

- I hereby approve or have no objections to this request.
- I hereby disapprove and have an objection to this request.

Digitally signed by David Sweat
DN: cn=David Sweat, o=David Sweat
 Signature

David Sweat
 Printed Name

702 N Franklin Street
 Address

Tampa FL 33607
 City, State, Zip Code

7/26/2022
 Date

Affidavit of Publication

AFFIDAVIT OF PUBLICATION

Winter Haven Sun

Published Weekly

Winter Haven, Polk County, Florida

Case No. 11/17 Helicopter RD ROW

STATE OF FLORIDA
COUNTY OF POLK

Before the undersigned authority, Anita Swain, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Winter Haven Sun, a newspaper published at Winter Haven in Polk County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

November 02, 2022

Affiant further says that the Winter Haven Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

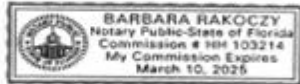
Anita Swain
Anita Swain

Sworn to and subscribed before me this 2nd day of November 2022 by Anita Swain, who is personally known

Barbara Rakoczy
Barbara Rakoczy, Clerk, Notary Number: #H1103214
Notary expires: March 10, 2025

00036780 00108339

Jenn Garcia
Town of Dundee
202 Main Street
Dundee, FL 33838




PUBLIC HEARING NOTICE
TOWN OF DUNDEE PLANNING & ZONING BOARD

Please take notice that the Town of Dundee Planning & Zoning Board will hold a public hearing Thursday, November 17, 2022, at 5:30 p.m. in the Town of Dundee Commission Chambers at 202 East Main Street, Dundee, Florida to hear the following items:


REQUEST FOR RIGHT-OF-WAY VACATION - PORTION OF HELICOPTER ROAD BETWEEN TINDEL CAMP ROAD AND DEKLE ROAD NORTH

A REQUEST TO VACATE OPENED, UNPAVED, RIGHTS-OF-WAY INCLUDING A PORTION OF HELICOPTER ROAD, FROM DECKLE ROAD NORTH TO TINDEL CAMP ROAD, PORTION OF MAINTAINED RIGHT-OF-WAY AS DEPICTED ON MAP BOOK 6, PAGES 187 THROUGH 189 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THAT LIES ALONG THE ABOVE-DESCRIBED CORRIDOR, ALL LYING AND BEING IN SECTION 11, TOWNSHIP 29, RANGE 27 EAST, POLK COUNTY FLORIDA.



AND
SPECIAL EXCEPTION FOR AUTO SALES AND MINOR AUTO REPAIRS

A REQUEST BY MR. WILBERT MUNOZ IN COMPLIANCE WITH ZONING ORDINANCE, TO OBTAIN A SPECIAL EXCEPTION FOR AUTOMOBILE SALES AND MINOR AUTOMOTIVE REPAIR ON 1.24 +/- ACRES ZONED GENERAL RETAIL COMMERCIAL (GC) LOCATED AT 217 DUNDEE ROAD, FURTHER DESCRIBED AS PARCEL IDENTIFICATION NUMBER 272428-844000-00920.



Any person who might wish to appeal any decision made by the Town of Dundee Planning and Zoning Board, Polk County, Florida, in public hearing or meeting is hereby advised that he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based. Any person with disabilities requiring accommodations in order to participate should contact the Town Clerk prior to the meeting.

Affidavit of Publication

AUG 5 2022

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

TECO
702 N Franklin ST
Tampa FL 33602-4429

STATE OF WISCONSIN, COUNTY OF BROWN

The Ledger-News Chief, a newspaper printed and published in the city of Lakeland, and of general circulation in the County of Polk, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated or by publication on the newspaper's website, if authorized, on:

07/17/2022, 07/24/2022

and that the fees charged are legal.
Sworn to and subscribed before on 07/24/2022

NOTICE OF PUBLICATION OF
RIGHTS OF WAY UTILITIES CLAIMS
OF PUBLIC UTILITIES
THE STATE OF WISCONSIN
COUNTY OF BROWN
TECO
702 N Franklin ST
Tampa FL 33602-4429
STATE OF WISCONSIN, COUNTY OF BROWN
The Ledger-News Chief, a newspaper printed and published in the city of Lakeland, and of general circulation in the County of Polk, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated or by publication on the newspaper's website, if authorized, on:
07/17/2022, 07/24/2022
and that the fees charged are legal.
Sworn to and subscribed before on 07/24/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$1082.54

Order No: 7527564

Customer No: 788376

of Copies:
-1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

SARAH BERTELSEN
Notary Public
State of Wisconsin

Applicants Impact Analysis

Helicopter Road Right-of-Way Vacation Impact Analysis

Introduction

Tampa Electric Company has prepared an application and supporting documentation to vacate that portion of Helicopter Road between Tindel Camp Road and the northern right-of-way of Dekle Road. The Town of Dundee accepted the conveyance of Helicopter Road from Polk County pursuant to Resolution 21-27 dated October 26, 2021 and the road was annexed into the Town pursuant to Ordinance 22-06 (January 25, 2022).

Helicopter Road Existing Conditions

Helicopter Road is an unpaved 2-lane road that is substandard in width. There are no driveways accessing the road from any of the four parcels abutting the road, all of which are owned by Tampa Electric Company. There is no development other than agricultural use on either side of the road between Tindel Camp Road and Dekle Road. Helicopter Road is not identified in the Polk Transportation Planning Organization 2022 Roadway Network Database, which does include roads with annual average daily traffic with a minimum of 100 trips per day. This information along with observed traffic and the unpaved condition of the road suggest that traffic is very light.

There are no Town utilities such as water or sewer lines located in the ROW. There are no plans for the extension of Town utilities to this area in the Capital Improvement Element of the Comprehensive Plan.

Adjacent Parcels Information

The four parcels abutting the subject section of Helicopter Road are identified by the Polk County Property Appraiser online database as:

<u>Parcel ID Number</u>	<u>Owner</u>	<u>Use</u>
• 27-29-11-000000-013020	Tampa Electric Company	Citrus
• 27-29-11-000000-013030	Tampa Electric Company	Unplatted tracts
• 27-29-11-000000-014030	Tampa Electric Company	Unplatted tracts
• 27-29-11-000000-031010	Tampa Electric Company	Unplatted tracts

Parcels 27-29-11-000000-013020 and 27-29-11-000000-031010 are zoned Planned Unit Development-Residential. A text amendment to the Future Land Use Element of the Town's Comprehensive Plan specifically added a solar power generation facility as a permitted use. Parcels 27-29-11-000000-013030 and 27-29-11-000000-014030 are located in Polk County with a Future Land Use Map (FLUM) designation of Agricultural/Rural Residential (A/RR). A solar power generation facility is a permitted use with review and approval of a Level 2 (construction plan review) application.

Proposed Use

TEC proposes developing the four identified parcels as well as additional land in Dundee, Lake Wales, and unincorporated Polk County as the Lake Mabel Solar facility. TEC has obtained all of the necessary land use approvals required for development of a solar facility. Currently, all three

jurisdictions are reviewing construction plans for the permitting of the facility. Helicopter Road, once vacated, will be used as a part of the solar facility along with all the contiguous property.

Impact Analysis

The proposed development of a solar facility will not require the extension of public utilities to the parcels abutting the road. After construction, the parcels abutting Helicopter Road will be accessed for maintenance by driveways located south of Tindel Camp Road. Solar farms are remotely controlled and monitored and require very little maintenance traffic. Based on its experience with solar facilities that are operational in Polk and Hillsborough Counties and in Bartow, Tampa Electric estimates that fewer than one trip per day and fewer than five trips per week are generated by a completed, operating solar facility. This is well below the *de minimus* traffic impact level. For the duration of the solar facility operation, residential development on either side of the subject section of Helicopter Road is forestalled. The solar facility development will eliminate the need for public utilities to service the displaced residential units and will greatly reduce the number of potentially generated trips.

Access to developed parcels along Tindel Camp Road will be unaffected by the ROW vacation of Helicopter Road. Access to developed properties south of Dekle Road are accessible from driveways connecting to Dekle Road. The currently unpaved Dekle Road provides access to State Road (SR) 17 to the west. Dekle Road is not identified in the Polk Transportation Planning Organization 2022 Roadway Network Database.

Currently four parcels access Dekle Road between Helicopter Road and SR 17. Two of the parcels are developed with single family homes, one is developed with miscellaneous improvements, and the fourth parcel is planted citrus. There is no zoning district assigned to these parcels. The Town of Dundee FLUM designates the area south of Dekle Road as Low Density Residential (LDR), Conservation, and Lake. Policy 2.14 m. of the Future Land Use Element of the Comprehensive Plan limits the 49.5 acres of LDR to a maximum of 93 units through the 2030 planning horizon. Prior to further development of these parcels at a density greater than one unit per 5 acres, the parcel or parcels would have to be rezoned. Development at or near the maximum allowable would presumably require improvements to Dekle Road sufficient to support the proposed development. Proposed residential development would not propose to use Helicopter Road as it is also unpaved and would also require improvement to be used as a point of access. The Town of Dundee has not been experiencing significant residential growth in this portion of the Town. The vacation of Helicopter Road would not be anticipated to impact traffic flow in the area with most residents accessing SR 17 to the west.

The ROW vacation will eliminate the need for perimeter fencing along Helicopter Road and will eliminate traffic through separated areas of a secure solar power generation facility. Construction and operation of the facility will be more efficient without a ROW between the parcels on either side of the road, will not impede access to any property, will not interrupt any future capital improvement plans, and will not hinder development along Dekle Road.

RESOLUTION 22-54

A RESOLUTION VACATING AND ABANDONING SPECIFIC OPENED, UNPAVED, AND UNIMPROVED RIGHTS-OF-WAY INCLUDING A PORTION OF UNIMPROVED HELICOPTER ROAD, PER THE PLAT OF DUNDEE, AS RECORDED IN PLAT BOOK 6, PAGES 187 THROUGH 189, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS THAT PORTION OF SAID HELICOPTER ROAD FROM DEKLE ROAD NORTH TO TINDEL CAMP ROAD, INCLUDING BUT NOT LIMITED TO THOSE PARTS OF THE RIGHTS-OF-WAYS FOR HELICOPTER ROAD THAT LIE WITHIN THE ABOVE DESCRIBED CORRIDOR. ALL LYING AND BEING IN SECTION 11, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY FLORIDA. BEING MORE SPECIFICALLY DESCRIBED AND DEPICTED ON EXHIBITS A AND B ATTACHED TO THIS RESOLUTION AND INCORPORATED INTO THIS RESOLUTION, PURSUANT TO SECTION 177.101, FLORIDA STATUTES, AND SECTION 7.01.13 OF THE TOWN OF DUNDEE, FLORIDA, UNIFIED LAND DEVELOPMENT CODE AND/OR CODE OF ORDINANCES; PROVIDING FOR A COPY TO BE FURNISHED TO POLK COUNTY; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING RESOLUTIONS, THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee, Florida has been conferred authority to vacate any street or alley or part of any street or alley by virtue of Section 177.101 of the Florida Statutes (2022) as amended and supplemented; and

WHEREAS, the Petitioner/Applicant and owner of property, Tampa Electric Company (TECO), which is adjacent to the subject unpaved and unimproved platted rights-of-way located within the Plat of Dundee as recorded in Plat Book 6, Pages 187 through 189, public records of Polk County, Florida requests the Town Commission of the Town of Dundee, Florida, to forever vacate, abandon, renounce, and disclaim those portions of the unpaved and unimproved platted rights-of-way as more specifically described in Exhibit “A” and illustrated in Exhibit “B” attached hereto and incorporated herein by reference; and

WHEREAS, said application has been found, upon review by the Town Attorney's Office, to be legally sufficient and of sufficient form for presentation to and action by the Town of Dundee Town Commission; and

WHEREAS, the Town of Dundee and other affected agencies and utility companies have reviewed the application and have received no objection to the requested vacation; and

WHEREAS, following analysis of the application, the approval of said vacation request by Joe Tampa Electric Company (TECO) is determined to be consistent with the Town's Unified Land Development Code, Code of Ordinances, and applicable Comprehensive Plan objectives; and

WHEREAS, no portion of the property to be vacated, as more specifically described in Exhibit "A" and illustrated in Exhibit "B" attached hereto and incorporated herein by reference constitutes or was acquired for a state or federal highway, nor will the vacation of the said property deprive any person, firm, corporation or other entity of its legal right of ingress and egress to any property whether abutting the property to be vacated or not; and

WHEREAS, a Notice of Intent to Seek Vacation of Right-of-Way Within the Town of Dundee was duly published in The Ledger on July 17, 2022 and July 24, 2022, for the purpose of hearing objections to the vacating of said portion of underlying, platted, paved, and unimproved right-of-way; and

WHEREAS, on December 15, 2022, at a duly notice public meeting, the Town of Dundee Planning and Zoning Board reviewed the petitioner's request, considered any and all testimony and evidence presented, and voted to recommend approval of the petitioner's request to the Town of Dundee Town Commission; and

WHEREAS, the Petitioner/Applicant did not mail notices via United States certified/registered mail, including adjoining property owner signature forms, to all adjoining property owners because the petitioner/applicant owns the adjacent property except for a parcel owned by the Town of Dundee; and

WHEREAS, all conditions precedent and necessary to vacate said property have been met and the application satisfies the minimum technical requirements of the Town’s Unified Land Development Code and pertinent Florida Statutes; and

WHEREAS, a public hearing by said Town Commissioners was duly held considering the advisability of granting said Petition/Application, or some portion thereof, and the Town Commission was fully advised and informed in the premises; and

WHEREAS, the Town Commission, after having made a thorough study of the changing conditions in the neighborhood, being apprised of the existing facts, taking into consideration the other streets and alleys whereby property owners have access to their property, and in accordance with Section 7.01.13 of the Town of Dundee’s Unified Land Development Code codified within the Town of Dundee Code of Ordinances, has determined that vacating said property would not be in derogation of the public rights or needs of the Town of Dundee, Florida and that said underlying, platted, unpaved, and unimproved right-of-way as more specifically described and illustrated on Exhibits “A” and “B” attached hereto and incorporated herein by reference should be forever vacated and abandoned.

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

Section 1. Vacation of Right-of-Way. Upon request of the Petitioner/Applicant, Tampa Electric Company (TECO), the Town of Dundee Town Commission hereby vacates,

renounces and disclaims any right and/or interest of the Town of Dundee and the public in and to that portion of the unpaved and unimproved platted rights-of way located within the Plat of Dundee as recorded in Plat Book 6, Pages 187 through 189, public records of Polk County, Florida and as more specifically described in Exhibit “A” and illustrated in Exhibit “B” attached hereto and incorporated herein by reference and that the said lands are hereby returned to acreage.

Section 2. Purpose. This resolution serves only that purpose expressly stated in Section 1, above. Nothing herein shall be construed or interpreted as a representation of the rights or interests accruing to or existing in the Applicant/Petitioner or any third party to the lands described in Exhibit "A" and illustrated in Exhibit “B” attached hereto and incorporated herein by reference as a result of the vacation herein.

Section 3. Copy Furnished to Polk County. A copy of this Resolution shall be furnished to the Polk County Board of County Commissioners in accordance with Section 177.101(4) of the Florida Statutes.

Section 4. Severability. If any portion of this Resolution is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Resolution, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Resolution shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

Section 5. Repeal of Conflicting Resolutions. Any Resolution in conflict herewith is hereby repealed but only to the extent of the conflict and as required to give this Resolution full force and effect.

Section 6. Administrative Correction of Scrivener’s Errors. Any provision in this Resolution 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 his/her designee, without need of consideration by the Town of Dundee Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

Section 7. Effective Date. This Resolution shall become effective when a certified copy of this resolution has been filed in the offices of the Clerk of the Circuit Court in and for the Tenth Judicial Circuit of Polk County, Florida and duly recorded in the public records of Polk County, Florida in accordance with Section 177.101(5) of the Florida Statutes.

Section 8. The Petitioner/Applicant shall be responsible for recording the petition and the proof of publication supporting the Petitioner's/Applicant's request for vacation addressed in this Resolution with the Clerk of the Circuit Court in and for the Tenth Judicial Circuit of Polk County, Florida for inclusion in the public records of Polk County, Florida.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST:

Jenn Garcia, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

EXHIBIT "A" APPLICANT'S DEED, LEGAL AND LOCATION MAP DESCRIPTION

COMPOSITE EXHIBIT "B"
to Ordinance No. 22-06

County Deed
Legal Description



BOOK 1 2021-013
 PG. 1188 OF 2016 PG. 111
 PUBLIC COUNTY RECORDS, FL
 COUNTY CLERK'S OFFICE, CLERK OF COURT
 PUBLIC COUNTY RECORDS
 DEED NO. 40, 76
 RECORDING FEE \$30.00
 RECORDED 04/11/2021

The mortgage prepared and/or the deed prepared by the Public County Records Department, Polk County, Florida, under contract number 2021-005, dated 04/11/2021, is hereby acknowledged.

COUNTY DEED

THIS DEED, made this 2nd day of November 2021 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:

A portion of Helicopter Road, from Dekle Road north to Tindel Camp Road, including, but not limited to those parts of the right-of-ways for Helicopter Road that lie within the above-described corridor, as depicted, or described in the following document:

Portion of Materialized Right-of-Way as depicted on Map Book 6, Pages 187 through 199 of the Public Records of Polk County, Florida, that lies along the above-described corridor.


All lying and being in Section 11, Township 29 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 330.0415 and 337.29 for that portion of 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 abovesaid.

ATTEST: **GRANTOR:**

Stacy M. Butterfield
 Clerk to the Board
 By: 
 Deputy Clerk

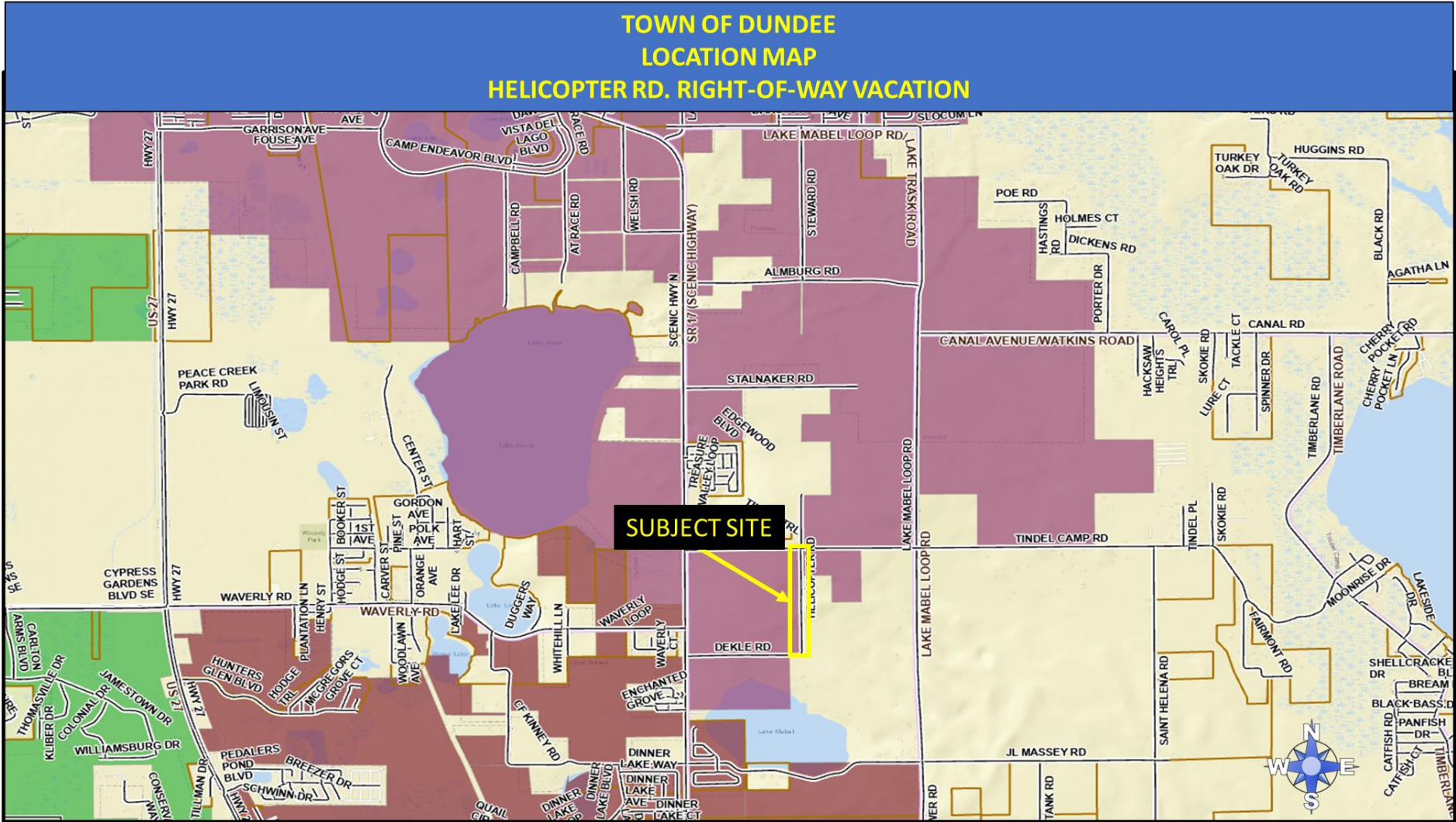
Polk County, Florida
 By: 
 T.R. Wilson, Chairman
 Board of County Commissioners
 P. 5 of 5



(Seal)



EXHIBIT "B"
LOCATION MAP





TOWN COMMISSION MEETING

January 10, 2023, at 6:30 PM

AGENDA ITEM TITLE: Discussion Item- Wetland Transitional Zone

SUBJECT: The Town Commission will consider reducing the wetland transitional zone for 27899 US Hwy 27, Proposed site for Auto Zone.

STAFF ANALYSIS: This is an applicant-initiated request for approval for a Special Exception for a minor automotive repair and automotive sales shop with a zoning designation of General Retail Commercial (CC) at 217 Dundee Road.

FISCAL IMPACT: No Fiscal Impact

STAFF RECOMMENDATION: N/A

ATTACHMENTS: Staff Report



DISCUSSION ITEM

TO: Town Commission

PREPARED BY: Lorraine Peterson, Development Director

AGENDA DATE: January 10, 2023

TOPIC: Wetland Transitional Zone

REQUESTED ACTION: To reduce the 200 feet wetland transitional boundary to 30 feet for parcel 27-28-29-000000-022220 located at 27899 US Hwy 27, Dundee, FL – Proposed Auto Zone Store

BACKGROUND:

The Town of Dundee Land Development Code reference that the 200 feet boundary around a wetland protection zone can be reduced by the Town Commission if the applicant is able to demonstrate that the wetland can be protected with a smaller transitional zone. Please see narrative on page two of this document.

SECTION 5.03.03

5.03.03 – Protection Zones Established

- (B) *Wetland transitional zone.* There is hereby created a wetland transitional zone adjacent to each wetland protection zone. The transitional zone is an area having a direct ground or surface water influence and [which] functions as a buffer between wetlands and development. The purpose of the transitional zone is to minimize the adverse effects of development upon the wetland itself. This zone shall encompass all land within 200 feet of the boundary of the wetland protection zone unless the applicant is able demonstrate to the town commission's satisfaction that the functions of the wetland can be protected with a smaller transitional zone. In no case, however, shall a transitional zone of less than 30 feet be approved.

PROPOSED AUTO ZONE NARRATIVE:

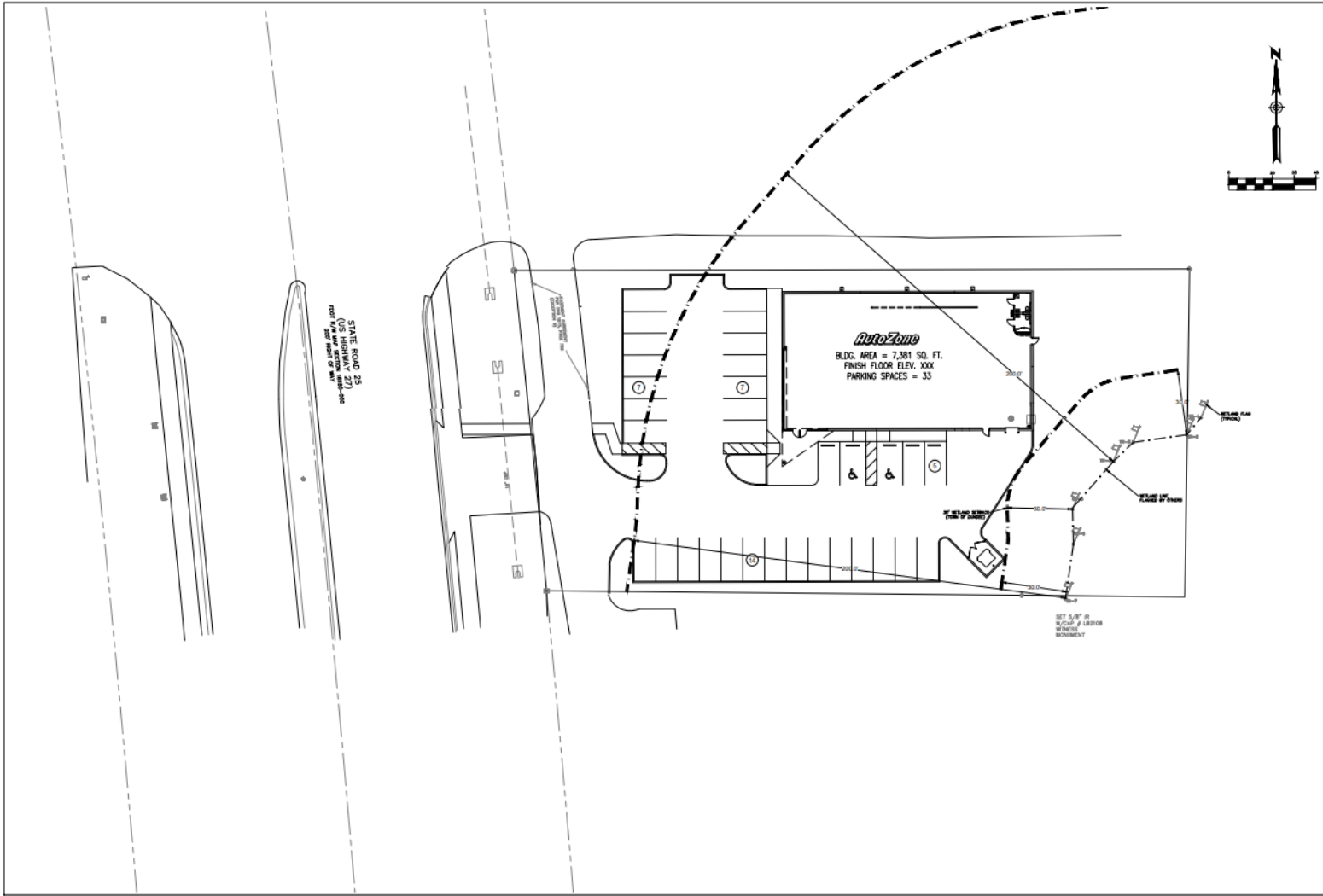
Dear Staff,

We respectfully request from Town Council the permission to reduce the wetland transitional zone from 200' to 30' as permitted in Section 5.03.03(B) of the Dundee Land Development Code.

For reference, please see the attached proposed site plan both with and without an aerial map. Looking at the aerial map, it is clear that the existing building did not observe the 200-foot transitional area, nor do the permitted developments to the north and south of our project. It is also clear the 200-foot transitional zone renders this site unbuildable. A more appropriate distance for a wetland buffer or transitional zone of 30 feet is allowed by your code and falls within the general standards of other regulatory and environment protection jurisdictions, such as SWFWMD requires a 25-foot setback.

Our proposed development would not encroach into the 30-foot transitional zone which would remain vegetated and provide a buffer wildlife within the wetland.

CONCEPT PLAN



AutoZone

PROPOSED AUTOZONE 6513
27899 US HIGHWAY 27
DUNDEE, FL

CONCEPTUAL PLAN

Ke
Kinney Engineering, LLC
2073 24th Avenue N
St. Petersburg, FL 33713
727-527-1688
FL CDA 430311

REVISIONS	
1	
2	
3	
4	
5	
6	

ARCHITECT:
DRAWN BY: JK
CHECKED BY: SK

1



TOWN COMMISSION MEETING

January 10, 2023

-
- AGENDA ITEM TITLE:** DISCUSSION AND ACTION, RFP 23-01, FIRE DEPARTMENT RENOVATIONS
- SUBJECT:** The Town Commission will consider authorizing the Town Manager to release a Request for Proposal (RFP) 23-01 for the renovation of the Dundee Fire Department building.
- STAFF ANALYSIS:** RFP 23-01 requests for the necessary repairs to the Fire Department building as approved in the FY 2022 – 2023 budget at \$100,000. These improvements include a new floor plan that adequately houses the growing staff in an efficient and productive way.
- FISCAL IMPACT:** TBD
- STAFF RECOMMENDATION:** Authorization for the Town Manager to release RFP 23-01 for the renovations of the Dundee Fire Department building.
- ATTACHMENTS:** RFP 23-01

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR RENOVATION AND REMODEL OF THE DUNDEE FIRE DEPARTMENT

RFP 23-01

Responses are due by
Monday, January 23, 2023 at 10:30am

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFP 23-01
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:

Jenn Garcia

Assistant Town Manager/Town Clerk

Town of Dundee

Email: JGarcia@TownofDundee.com (863) 438-8330, Ext 258

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SALES TAX SAVINGS FORMA4

Please note that the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all bids received pursuant to this RFP 23-01, re-advertise RFP 23-01, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.



RFP 23-01
FY 2023-2024 RENOVATION AND REMODEL OF
THE DUNDEE FIRE DEPARTMENT

Sealed Bids marked “**SEALED BID – FY 2023-24 RENOVATION AND REMODEL OF THE DUNDEE FIRE DEPARTMENT**” will be received by the Assistant Town Manager of the Town of Dundee, Florida, until Monday, January 23, 2023 at 10:30 AM, at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

Furnish all labor, materials, equipment, and supervision necessary to demolish the existing floor plan (the “Existing Plan”) as shown in “**Exhibit A**” and construct a floor plan (the “New Plan”) as shown in “**Exhibit B**”. Both **Exhibit “A”** and **Exhibit “B”** are incorporated herein and made a part of this RFP 23-01 (the “RFP”) by reference. The contractor will be responsible to submit any and all necessary plans for approval and permitting.

On Monday, January 23, 2023, at 1:30pm, bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

A **MANDATORY Site Visit** will be held at 105 Center Street, Dundee, Florida 33844, on Tuesday, January 17, 2023, at 10:30AM. The site visit is mandatory. No proposal shall be accepted from a party that was not present for the mandatory site visit.

A **MANDATORY Pre-Bid meeting** will be held at Town Hall, 202 East Main Street, Dundee, Florida 33838, on Tuesday, January 17, 2023, at 11:00AM following the mandatory site visit for the purpose of answering any questions bidders may have in reference to the project(s). For purposes of this proposal, the mandatory pre-bid meeting is required. No proposal shall be accepted from a party that was not present for the mandatory pre-bid meeting.

NOTE: ANY CONTRACTOR/INSTALLER WHO FAILS TO ATTEND A MANDATORY PRE-BID MEETING/SITE VISIT WILL NOT BE ELIGIBLE TO BID ON THE PROJECT. ALL BIDDERS MUST BE PRESENT AND SIGNED IN PRIOR TO THE START OF THE MANDATORY PRE-BID MEETING AND SITE VISIT. ANYONE NOT SIGNED IN AT THE COMMENCEMENT OF THE PRESENTATION FROM THE PROJECT MANAGER WILL NOT BE CONSIDERED PRESENT AND WILL NOT BE ALLOWED TO BID ON THE PROJECT.

A client reference list that includes at least three (3) references and a summary of the bidders’ qualifications and experience should be submitted in the bid packet.

The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

The project specified shall be furnished in accordance with this Request for Proposal, Work Specifications, Terms and Conditions, and Work Summary attached hereto and made a part hereof as if fully set forth herein.

Questions may be submitted to the Assistant Town Manager until 4:30pm on Friday, January 20, 2023. For more information regarding this RFP 23-01, please contact Jenn Garcia, Assistant Town Manager, (863) 438-8330 or by e-mail at JGarcia@TownofDundee.com.

Public Records - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2022). As such, do not submit any document(s) that you do not want to be made public.

Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Jenn Garcia, Assistant Town Manager, Town of Dundee, Florida, and marked RFP 23-01: RENOVATION AND REMODEL OF THE DUNDEE FIRE DEPARTMENT

The Town of Dundee welcomes your response to this RFP. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this RFP at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this RFP. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all bids received pursuant to this RFP 23-01, re-advertise RFP 23-01, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

EXHIBIT A

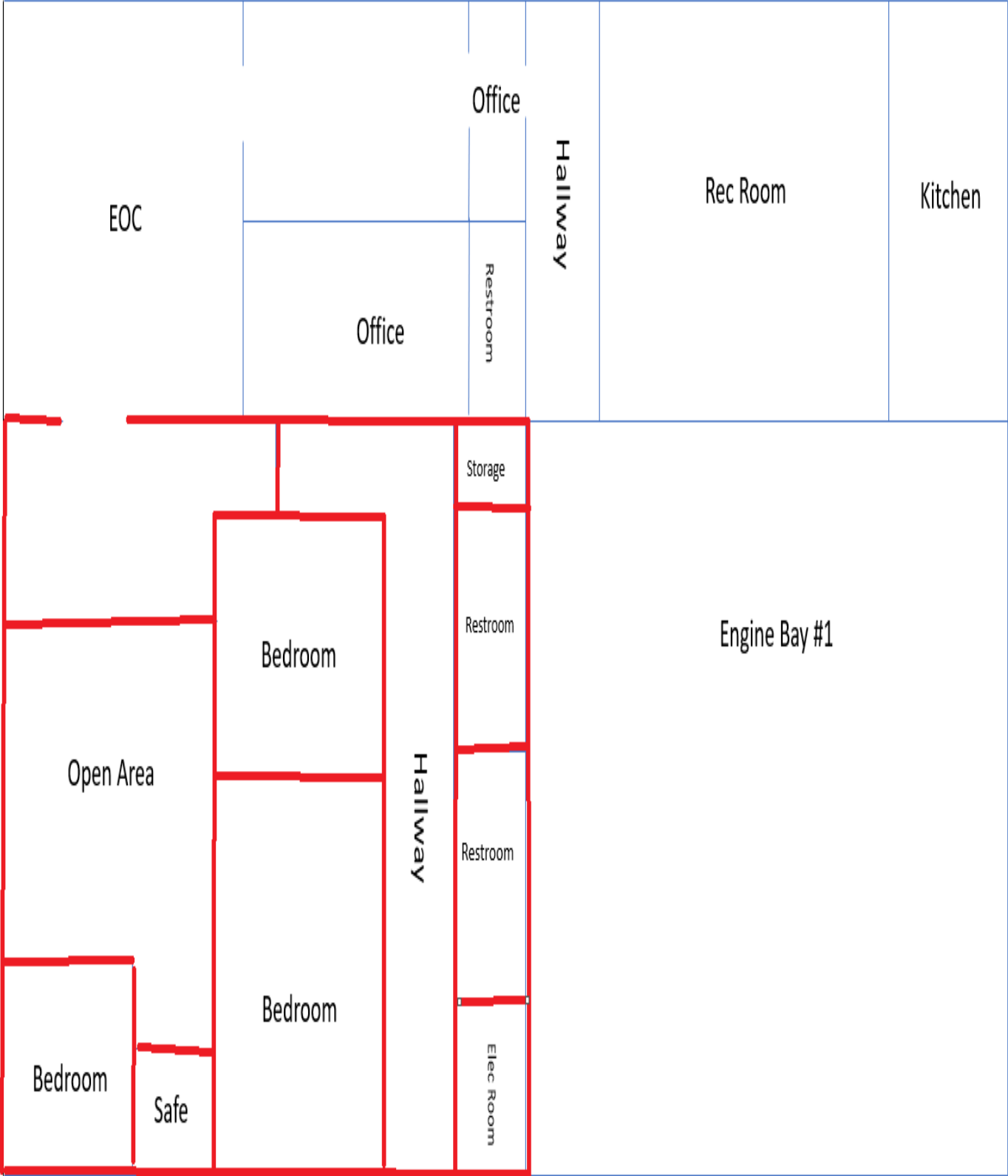
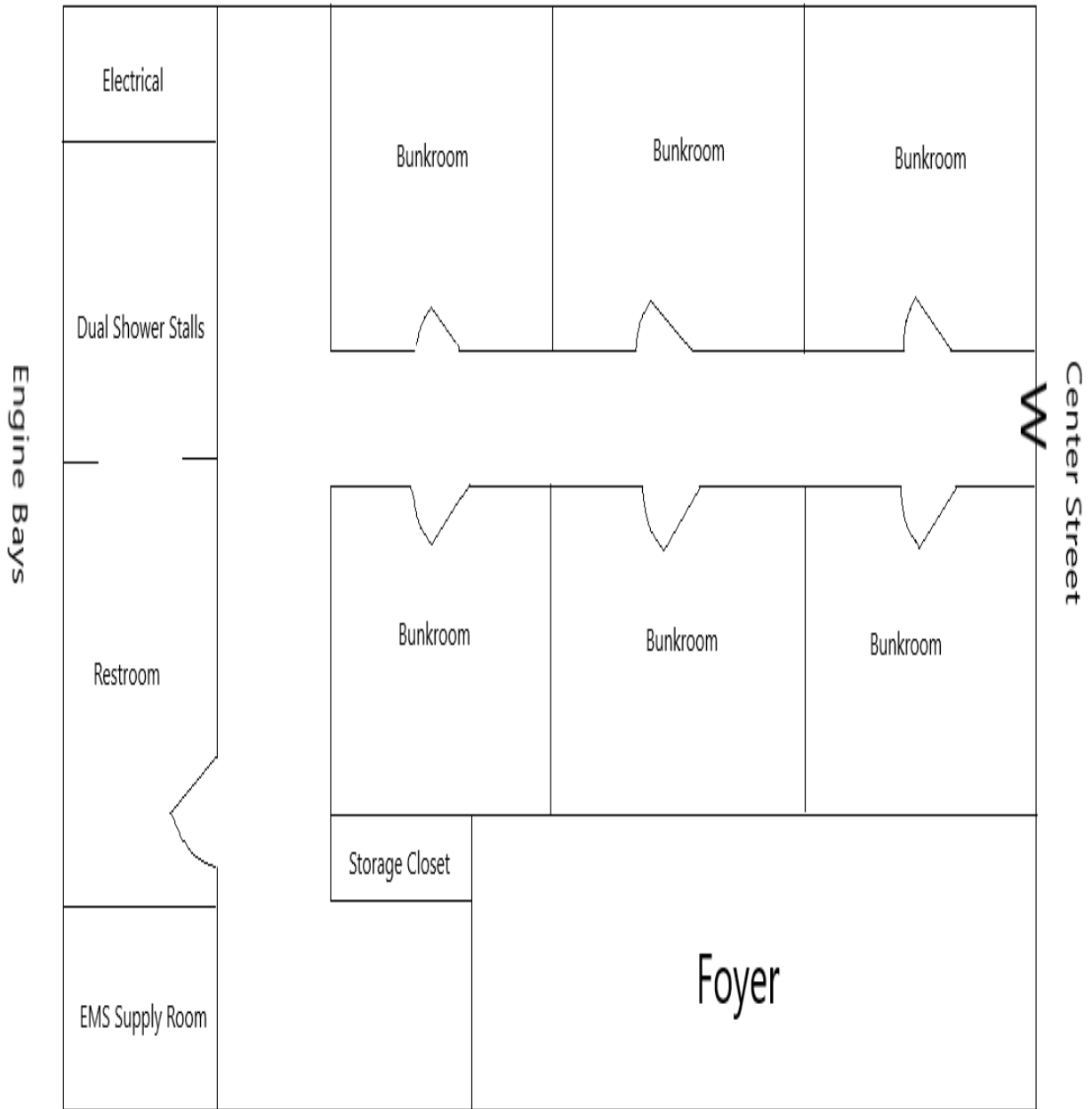


EXHIBIT B

Merrill Ave.



TOWN OF DUNDEE – GENERAL PROVISION CLAUSE(S) TERMS AND CONDITIONS

1) GENERAL CONDITIONS:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this Request for Proposal **RENOVATION AND REMODEL OF THE DUNDEE FIRE DEPARTMENT** No. 23-01 (the “RFP”) to the contrary, the obligation of the Town of Dundee (the “Town”) to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.

e) **PUBLIC RECORDS:**

The Town and Contractor (as defined in Section 2) agree that the Contractor shall comply with Florida’s public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- iv) Upon completion of the Contract (as defined in Section 2), transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public

records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- f) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, JGarcia@TownofDundee.com, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

If the Contractor does not comply with a public records request, the Town shall enforce the Contract provisions which may include immediate termination of the Contract.

- g) It shall be understood and agreed that by the submission of a proposal, the Contractor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- h) It is the intent of the Town that this RFP promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFP to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.
- i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

2) DEFINITIONS

Words used in the RFP and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

- a) **APPLICABLE LAW:** Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.
- b) **BUSINESS DAYS:** Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.
- c) **CALENDAR DAYS:** Any and all days in a 365-day calendar year.
- d) **CHANGES:** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.
- e) **DAYS:** A calendar day unless specifically stated otherwise.
- f) **TOWN:** The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative 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 the Town is therefore 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.
- g) **CONTRACT:** The agreement entered into and executed by the Town and Contractor and includes, but shall not be limited to, the Contract Documents.
- h) **CONTRACTOR:** The successful bidder who enters into the Contract with the Town to complete the project set forth in the RFP.
- i) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.

- j) **CONTRACT DOCUMENTS:** The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- k) **INDEMNIFICATION:** Contractor shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the Contractor performance of this Contract. Other specific references to the Contractor duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Contractor indemnity is required.
- l) **INSPECTION:** The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.
- m) **INSURANCE:** As specified in the Contract Documents.
- n) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:
- i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.
 - ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- o) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:
- i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and
 - ii) will submit such reports as the Town may thereafter require to assure compliance.

- p) ***SUB-CONTRACTOR***: An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the Contractor to do a portion of the work on and/or for the project.
- q) ***TITLE***: The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or Contractor until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or Contractor.
- r) ***WARRANTY***: The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the Contractor shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the Contractor that this provision exists.**
- s) ***VENUE***: Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

3) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any Contractor as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Contractor will be in the form of an Addendum to the Contract Documents (“Addenda”), and when issued by the Town, will be on file and available to the public upon request at the Town.
- b) The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the Contractor responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

- a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The Contractor may offer any brand for which they are an authorized representative, which meets or exceeds the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The Contractor shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The Contractor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered

an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.

- b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the RFP.**

5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Contractor expense. Each individual sample must be labeled with the Contractor name, manufacturer's name brand name and number, bid number and item reference. If forwarding instructions, payment for postage, and/or pick-up, is not made by the Contractor within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

6) PROTEST PROCEDURES:

The Town encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely and equitable manner, without fear of retribution on the part of a vendor or person, the following shall apply:

- a) All formal responses to the RFP shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**
- b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFP may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.
- c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents (\$1,000.00) in the form of a cashier's check payable to the Town shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Town shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the Town will refund the Bond other than a finding in favor of the protestor.

If during tolled action, the Town Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the Town of Dundee) is necessary, action may be taken to secure the goods or services.

- e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

The formal written protest shall contain the following:

- i) Town bid number and/or title (if applicable);
 - ii) Name and/or address of the Town department, division or agency affected;
 - iii) The name and address of the affected party;
 - iv) The title and position of the person submitting the protest;
 - v) A statement of disputed issues of material fact;
 - vi) If there are no disputed material facts, the written letter must so indicate;
 - vii) Concise statement of the facts alleged;
 - viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
 - ix) Statement identifying with specificity the relief which an entitlement is alleged; and
 - x) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

The Town Manager shall present the background for the protest to the Bid Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.

The agenda for the bid protest meeting will be:

- i) The background as to why the recommendation for award was made or why the vendor was not selected.
 - ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
 - iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
 - iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.
- g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.
- h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**
- i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

7) PROPOSALS:

- a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.
- b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.

- c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).
- d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.
- f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.
- g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.
- h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

8) PRICES, TERMS, AND PAYMENT:

- a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.
- b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.
- c) **Discounts:** Contractor may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation

purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

9) SUBMITTING A "NO BID" OR A "NO CHARGE":

Any bidder intending to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then items must be marked as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.
- b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.
- c) The Town reserves the right to contact a bidder, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

11) SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to, the Occupational Safety and Health Act and regulations or standards thereunder.

12) INVOICING AND PAYMENT:

The Contractor shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in

delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

13) WITHDRAWAL OF PROPOSALS:

A bid proposal may be withdrawn prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the RFP, prior to the time fixed for the bid opening. A proposal may also be withdrawn if the Town does not accept it within ninety (90) calendar days after the date fixed for the bid opening. Notwithstanding any withdrawal, all bid documents received by the Town in response to the RFP shall remain the property of the Town.

14) NONCOLLUSION AGREEMENT:

Any bidder submitting a bid for the RFP shall execute and submit with its bid a non-collusion affidavit (see attachments) which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted in response to the RFP.

15) REJECTION OF BIDS:

The Town may reject a bid if:

- a) The bidder misstates or conceals any material fact in the bid;
- b) The bid does not strictly conform to the law or the requirements which includes, but is not limited to, the terms and conditions set forth in the RFP; or
- c) A bid is submitted in bad faith and/or in a manner intended to undermine the competitive sealed bid selection process.

The Town Manager and/or the Town Commission shall have the right to act in the best interests of the Town and reject any and all bids and request the entire transaction be rebid. The Town may also waive any minor informalities, irregularities, or technicalities in any bid.

16) STATEMENT OF QUALIFICATIONS:

Each bidder shall, upon request of the Town, submit a statement of qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Contract Documents, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the ability and solvency to perform work contemplated by the Contract Documents.

The bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract Documents; and the bidder shall furnish the Town all such information and data for this purpose as it may request.

The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the bidder is qualified to carry out properly the terms of the Contract Documents.

17) AWARD OF CONTRACT:

- a) The Town reserves the right to award contract(s) to more than one Contractor, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.
- b) The Contractor may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Contractor is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **Contractor shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.**
- c) A written award of acceptance mailed or otherwise furnished to the Contractor results in a binding contract without further action by either party.
- d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:
 - i) Evaluations and quality of performance on previous projects;
 - ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
 - iii) Ability to fulfill the contract within the time specified, without delay;
 - iv) Character, integrity, reputation, judgment, experience and efficiency;
 - v) Previous compliance with laws and ordinances relating to the contract;
 - vi) Sufficiency of the financial resources to fulfill the contract;
 - vii) Quality, availability and adaptability of the supplies or contractual services;
 - viii) Ability to provide future maintenance and service, as required or needed; and
 - ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

The Town encourages and agrees to the Contractor extending the pricing, terms, and conditions of this RFP and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the Contractor.

19) PERFORMANCE:

- a) Contractor shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The Contractor's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the Contract. In the event the Town terminates the Contractor's right to proceed, the Town shall provide the Contractor with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting Contractor.
- b) The Contract shall not be terminated, or the Contractor charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor including, but not limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the failure of Contractor to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.
- c) The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

20) SERVICE AND WARRANTY:

Unless otherwise specified, the Contractor shall define any warranty service and replacements that will be provided during and subsequent to this Contract. Contractor shall explain on an attached sheet to what extent warranty and service facilities are provided.

21) GOVERNMENTAL RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Contractor to notify the Town immediately after learning of such restriction including, but not limited to, indicating in writing the specific regulation which required an alteration. The Town reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

22) PRICE AND ADJUSTMENTS:

Any price decrease effectuated during the term of the Contract and/or any time specified for performance therein, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the Town.

23) EQUAL EMPLOYMENT OPPORTUNITY:

No bids submitted shall be considered unless the bidder(s) warrants that upon execution of a Contract with the Town, it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the Town may thereafter require to assure compliance.

24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.
- b) The MSDS shall be maintained by the Town and must include the following information:
 - i) The Division/Department to which the material was shipped.
 - ii) The chemical name and the common name of the toxic substance.
 - iii) The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosivity, and reactivity;
 - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
 - iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - v) The emergency procedures for spills, fire, disposal, and first aid.

- vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
- vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25) TIE BIDS:

The Town Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Town Manager to comply with all of the Source Selection provisions of Town of Dundee Ordinance No. 14-17 (*codified in Sec. 2-159*) and the Code of Ordinances of the Town of Dundee:

- a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.
- b) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.
- c) Availability or completion period.
- d) Previous vendor record on similar projects or requirements.
- e) Business location closest to the Town.

26) NOTICE:

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a 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, 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million (\$1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- c) Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the Town if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

27) UNAUTHORIZED ALIEN(S):

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFIATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov le-verify or contact USCIS at **1-888-464- 4218**.

CONSTRUCTION-RELATED CLAUSES

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the Contractor or by any Subcontractor engaged to do a portion of the work.

The Contractor shall supply each of its Subcontractors with a copy of all of the Contract Documents.

28) ERRORS:

If the Contractor discovers any error, omission, or vagueness in the Contract Documents, the Contractor shall report this discovery to the Town immediately upon learning of same. Work done after such a discovery and before the Town corrects the error, omission, or vagueness shall be at the Contractor's risk.

29) UNIT PRICES:

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

This procedure will be in accordance with Florida Administrative Code, Public Works Contracts, and Section 212.08(6) of the Florida Statutes.

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies. When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) **BID PRICES.**

The bid shall include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

b) **ORDERING.**

- i) The Town may exercise its right to direct purchase any component of the bid, at the Contractor's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor shall fully cooperate with the Town, providing information for the

preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.

- ii) Following receipt of a sales tax savings form from the Contractor, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.
 - iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.
- c) EXPEDITING.

The Contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

d) RECEIPT.

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the performance of the Contract. The Contractor and Subcontractors shall be responsible for the safe care, custody, and control of all materials.

i) BILLINGS/PAYMENTS.

- i) All ODP's shall be billed to the Town in care of the Contractor.
- ii) The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.
- iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms. **All discounts shall accrue to the Town.**
- iv) The Contractor shall prepare a direct purchase report for the Town upon submittal of each pay request.

j) OTHER CONSIDERATIONS.

- i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.
- ii) The Contractor shall assume the risk of damage or loss at the time of the purchase.

- iii) The selection of ODP for any item(s) contained within the bid does not relieve the Contractor from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.
- iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.
- v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's contractor to certify that the tangible personal property purchased from that vendor will go into or become a part of a public works.

31) INSPECTION:

- a) For the Town, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the Contractor in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.
 - i) The examination and/or assistance by the Town shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.
 - ii) The Town shall not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.
 - iii) The Town shall not be responsible for the acts or omissions of Contractor or any Subcontractors, or any of Contractor's agents or employees.
 - iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.

- c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.
- d) If the Town finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the Contractor.
- e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.
- f) The Town may order the Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

32) SUPERVISION:

The Contractor shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the Town or if the Contractor discharges the project superintendent. If the Contractor is not present, the Town shall be permitted to consider the project superintendent the Contractor's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

33) ACCIDENT PREVENTION:

- a) No laborer or mechanic employed in the performance of the Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment, and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.
- c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising

out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Town with these reports.

34) CLAIMS FOR ADDITIONAL PAY:

If the Town issues written instructions which the Contractor believes will involve additional work and cost, the Contractor may assert a claim for extra cost only if it gives written notice to the Town Manager or his/her designee immediately after it receives the instructions and before it complies with those instructions. **The Contractor may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the Town is necessary to meet an emergency which endangers life or property.**

If the Contractor asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor, materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

35) FITTING AND COORDINATION OF THE WORK:

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged in the performance of the Contract. The Contractor shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

36) SUB-CONTRACTING:

Nothing in the Contract Documents shall be construed to create a contractual relationship between the Town and a Subcontractor doing a portion of the work on this project, nor shall it create any obligation on the part of the Town to pay or see to the payment of any moneys due any Subcontractor. The Town shall hold the Contractor responsible for the work done by any of its Subcontractors. For any portion of the work to be sub-contracted, a list of the Subcontractors shall be furnished to the Town Manager prior to the commencing of this project(s).

37) MUTUAL RESPONSIBILITY OF CONTRACTORS:

If, through acts or neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage in the performance of the Contract, the Contractor shall settle with such other, contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify the Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

38) LINES AND GRADES:

The Town shall establish a base line and a benchmark at each location of any separate portion of this project. The Contractor shall reference all base lines, benchmarks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The Contractor shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

39) ASSIGNMENT OR NOVATION:

The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the express written consent of the Town; provided however, that assignments to banks, trust companies and/or other financial institutions of payments due to Contractor may be made without the consent of the Town.

40) OTHER CONTRACTS:

The Town may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling its own work with that to be performed under other contracts as may be directed by the Town or Town Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, on this project or any other project.

41) PATENT INFRINGEMENT:

The Contractor shall indemnify the Town, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

42) SHOP DRAWINGS:

Where a portion of this project requires the use of shop drawings, the Contractor shall submit four (4) copies of these drawings and a schedule of the required work to the Town. The Town shall review these drawings promptly and note any corrections required to meet the intent of the plans and specifications. The Contractor shall make the noted revisions and submit four (4) copies of the revised drawings to the Town. The Town's approval of the shop drawings shall not relieve the Contractor of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

43) PLANS AND SPECIFICATIONS:

- a) The Town shall furnish the Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of

plans and specifications, the Contractor may obtain these if it pays the cost of reproduction.

- b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

44) SUB-SURFACE DATA:

The Town does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the Contractor shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

45) FACILITIES, MATERIALS, AND EMPLOYEES:

- a) Unless it is otherwise stipulated in the Contract Documents, the Contractor shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.
- b) The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town's applicable specifications.
- c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.
- d) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.
- e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement

thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.

- g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

- a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the Contractor's expense by independent laboratories and agencies approved by the Town.
- b) The Contractor shall instruct any laboratory or agency making, required tests to furnish the Town with a copy of the report made on each test and inspection.

47) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:

The Contractor shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the Contractor under this provision.

48) PROTECTION OF MONUMENTS:

The Contractor shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and benchmarks. If the work demands the temporary removal of such a monument, point, or benchmark, the Contractor shall notify the Town who shall reference the monument, point, or benchmark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or benchmark, the Town may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the Town.

49) USE OF PREMISES:

The Contractor shall confine its equipment, storage or materials, and construction operations to the limits set forth in the Contract Documents and as prescribed by ordinances or permits, or as determined by the Town, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

50) WORK PROGRESS:

- a) If the Contractor fails to proceed with the diligence required to complete the project within the time set forth in the Contract or within an extension of that time which the

Town may grant, the Town may terminate the Contractor's right to proceed with the work by providing written notice to the Contractor.

- b) If the Town terminates the Contractor's right to proceed, the Town may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of the Contract by Contractor shall constitute an acknowledgment of the surety's consent to this provision.
- c) If the Town does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

- a) All requests for interpretation shall be in writing and submitted to the Town Manager. Whenever a written request for interpretation(s) of the Contract Documents is properly submitted, the request(s) shall be answered by way of Addenda. All Addenda will be sent to each party holding Contract Documents. The Town shall not be responsible for the safe delivery of the Addenda.

It shall be the responsibility of the party to make inquiry as to the issuance of any Addenda to the Contract. All Addenda shall become part of the Contract Documents and all parties shall be bound by such Addenda, whether received or not.

- b) It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in its possession which should be furnished by the Town under the terms of the Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various times and the latest date by which each will be required by the Contractor. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Town may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

52) DISPUTES:

- a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.
- b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.
- c) If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

53) CONTRACTOR INSURANCE:

For contracts not exceeding \$500,000.00 dollars the following insurance requirements shall be met:

- i) The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (the "Owner"), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, the Contractor shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form, or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Worker’s Compensation Insurance:

(a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days’ notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- (i) Part One: “Statutory”
- (ii) Part Two: \$500,000.00 Each Accident
 \$500,000.00 Disease-Policy Limit
 \$500,000.00 Disease-Each Employee

(b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

(2) General Liability Insurance:

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days’ notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:

- (i) Mold, Fungus or Bacteria
- (ii) Terrorism
- (iii) Sexual Molestation

(b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

- (i) Architects and Engineers Professional Liability
- (ii) Exterior Insulation and Finish Systems (EIFS)

(c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000.00 General Aggregate
- (ii) \$1,000,000.00 Products/Completed Operations Aggregate
- (iii) \$1,000,000.00 Personal and Advertising Injury
- (iv) \$1,000,000.00 Each Occurrence

(3) Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days’ notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000.00 Each Occurrence – BI/PD Combined

(4) Property Insurance:

(a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner’s final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment¹. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days’ notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be \$500 per occurrence.

(b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (I 00 year floodplain), Flood

insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

- (c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the Contractor and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.
 - ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.
 - iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under the Contract or otherwise.
 - iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

54) INDEMNIFICATION:

- a) The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the Contractor including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or

organization directly or indirectly employed and/or utilized by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:

- i) Any omission, default, or negligent act of the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);
 - ii) Any and all bodily injuries, sickness, disease or death;
 - iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;
 - iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or
 - v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees and/or persons and/or entities under Contractor's direction and/or control.
 - vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees.
- b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.
 - c) This contractual indemnity shall survive the termination of this Contract.
 - d) Contractor shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof.

This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

- e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.
- f) Additionally, if Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.
- g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor
- h) The Contractor shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.
- i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the Contractor.

- j) The Contractor and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor or subcontractor or sub-subcontractor agree to notify the insurer and request the policy be endorsed with a “waiver of transfer of rights against others” or its equivalent. This “waiver of subrogation” requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the Contractor of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.
- l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

55) BID BOND:

- a) In cases where the bid price exceeds \$30,000.00, each bid must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, as guarantee that the Contractor will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) calendar days after receipt of written notice of award, enter into the Contract with the Town in accordance with the Contract Documents. **Should the Contractor fail to enter into a contract, the bid bond shall be forfeited as liquidated damages.**
- b) **No proposal or bid shall be considered unless accompanied by a bid bond in the amount and form specified.**

56) PERFORMANCE AND PAYMENT BOND:

- a) In cases where the bid price exceeds \$30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The Contractor shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the

contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).

- b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(1)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

57) BONDING COMPANY QUALIFICATIONS:

- a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:
 - i) Minimum rating of “A-” or better;
 - ii) Financial Size Category of “VII” according to the A.M. Best Company; and
 - iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.
- b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.
- c) **Awards of \$500,000 or less:** Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.
- d) **Power of Attorney:** An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.
- e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

58) PAYMENT:

The Contract Documents shall set forth the terms and condition(s) relating to the contract price, payment(s), timing of payment(s), progress payment(s), and final payment. The Contract Documents shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project.

59) LIENS:

No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

60) GUARANTEE:

- a) The Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its entirety. The Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.
- b) Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.
- c) A notice of defect(s) will be issued by the Town. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.
- d) Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the Contractor shall notify the Town, in writing, of correction in defects. The Contractor shall transmit to the Town a copy of each certified statement as required below.
- e) Each Subcontractor shall transmit to the Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and Town, a certified statement as to:
 - i) The work performed and/or materials supplied; and
 - ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

61) THE CONSTRUCTION AGREEMENT:

- a) The Town will require the Contractor to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and Contractor.
- b) The contract between the Town and Contractor shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project to the Contractor.
- c) The Contractor cannot claim modification of the Contract because of any representation made by an employee of the Town or any other person.
- d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the Town may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the RFP and re-advertise the RFP.

62) CONSTRUCTION SCHEDULE:

- a) The Contractor shall submit to the Town for review and approval, a construction schedule at least five (5) business days before the start of project.
- b) The Contractor shall complete the work, phase(s), and/or part(s) of the project in the order set forth in the approved construction schedule.
- c) The Contractor's receipt of an approved construction schedule does not authorize the Contractor to begin work on the project.
- d) The Town's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

63) FINAL INSPECTION:

- a) When the work on this project(s) is substantially completed, the Contractor shall notify the Town, in writing, at least three (3) business days before the inspection date that the work will be ready for final inspection on a definite date. The Contractor shall expressly provide the date for final inspection.
- b) Prior to the final inspection, the Contractor shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during the performance of the project. The Contractor's duty to clear the project site prior to final inspection does not relieve the Contractor of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the Contract.

64) CONSTRUCTION AND CONSULTING EVALUATION:

- a) The award of contracts by the Town for construction and/or consulting service(s) is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of Section 287.055 of the Florida Statutes (Consultants Competitive Negotiation Act) for applicable consulting services. In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town or other entity
- b) A Construction and Consulting Evaluation Form shall be completed by the department head or Town Manager for the project. The form shall be completed upon the completion of the project and submitted to the Office of the Town Clerk for retention.
- c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

WORK SUMMARY

PART 1 – GENERAL

- 1.01 – WORK BY CONTRACTOR
- 1.02 – CONTRACTOR USE OF SITE
- 1.03 – SEQUENCE OF WORK

PART 2 – PRODUCTS

PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 – WORK BY CONTRACTOR

- A. The “**FY 2023-24 RENOVATION AND REMODEL OF THE DUNDEE FIRE DEPARTMENT**” located at 105 Center Street Dundee Florida 33838 which includes, but shall not be limited to, furnishing all labor, materials, equipment, and supervision necessary to demolish, remove, and haul off and/or dispose of the existing floor plan (the “Existing Plan”). The Existing Plan is attached hereto as **Exhibit “A”** and made a part hereof by reference. Please note that the this will include removing a SAFE that is located in a hallway.
- B. Furnishing all labor, materials, equipment, and supervision necessary to design, permit and construct a new floor plan (the “New Plan”). The New Plan is attached hereto as **Exhibit “B”** and made a part hereof by reference. The New Plan includes, but shall not be limited to, moving electrical components such as lighting, switches and outlets and plumbing and moving locations of certain walls to help create the design which the Town has identified and depicted in **Exhibit “B”**. This may also include moving or adding HVAC vents, if needed.
- C. All locations are to be completed within 45 working days from receipt of the Notice to Proceed.
- D. Work includes, but is not limited to: Demolition, haul away and disposal, and installation and design of the New Plan (see **Exhibit “B”**) for the Town of Dundee Fire Department. The contractor shall be responsible for all permits and must submit drawings for electrical, HVAC, plumbing and construction for this project for the Town of Dundee to review and approve before construction may commence.

1.02 – CONTRACTOR USE OF SITE

- A. The Contractor will not work on or keep his equipment on any private property without the permission of the property owner involved. The Contractor shall be responsible for damages to any private property including trees, curbs, mailboxes, private yards and street signs.

- B. The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- C. It shall be the Contractors responsibility to obtain a water construction meter for any water that may be needed on this project.
- D. All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards.

1.03 – SEQUENCE OF WORK

- A. The Town of Dundee reserves the right to determine what locations will be completed and in what order.

PART 2 – PRODUCTS

All products and material shall meet or exceed all specifications shown on the drawings and in written form or required by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

1.2 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean surfaces exposed to view, remove stains and foreign substances.
- C. Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish and construction facilities from the site.

1.3 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.4 WARRANTIES

- A. All work, materials, and workmanship shall be warranted for a minimum of one calendar year from the date of acceptance by the Town of Dundee.



BID FORM
FY 2023-2024 RENOVATION AND REMODEL OF THE DUNDEE
FIRE DEPARTMENT

RETURN DATE: Monday, January 23, 2023
 RETURN TO: Office of the Town Clerk
 Attn: RFP 23-01
 Town of Dundee
 P.O. Box 1000
 202 East Main Street
 Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
			TOTAL (\$)	

Bid Alternate

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.				
2.				

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: _____

Company Address: _____

Company City: _____ State: _____ Zip: _____

Company Phone Number: _____ Fax Number: _____

Authorized Representative: _____

Signature: _____ Date: _____

Print Name: _____ Phone Number: _____

Title: _____

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

EXHIBIT – A

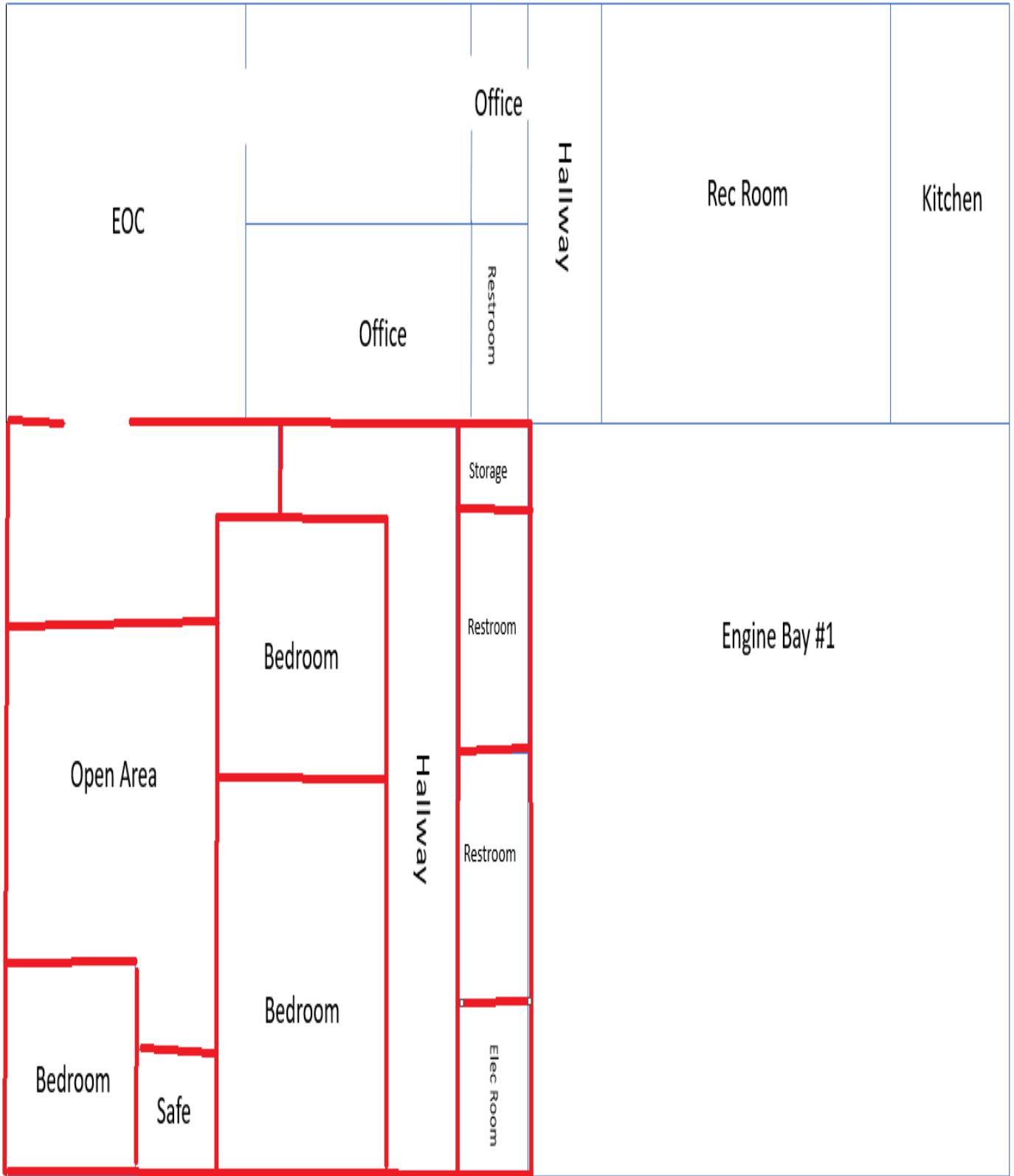
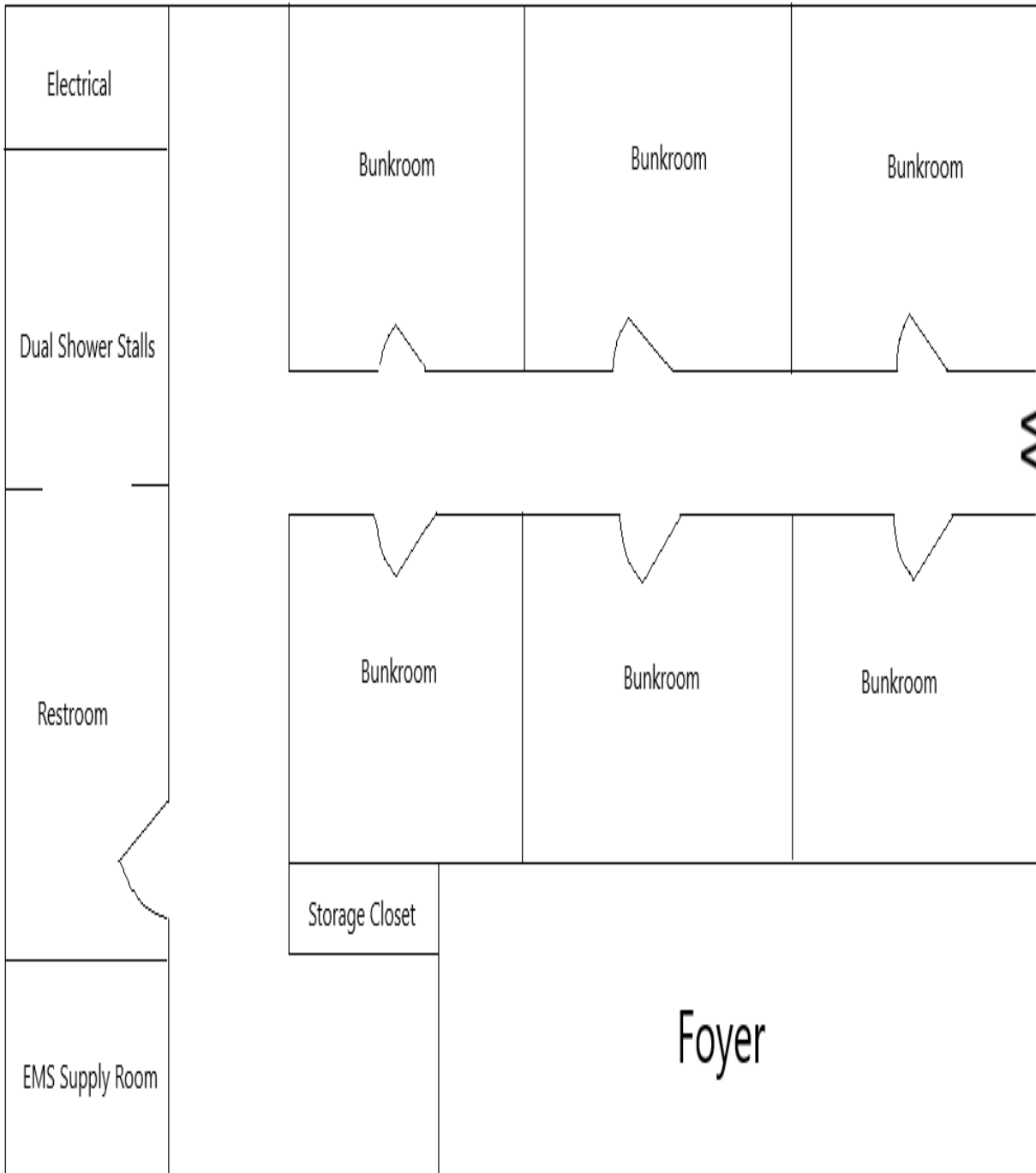


EXHIBIT- B

Merrill Ave.

Engine Bays



AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name _____

Signature _____

Date: _____

Printed Name _____

Title _____

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 ____

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ___ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I _____ (“Affiant”), being first duly sworn, deposes and says that:

- (1) Affiant is _____ (insert job title) of _____ (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 ____

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ___Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I _____ (“Undersigned”), certify that:

- (1) Undersigned is _____ (insert job title) and duly authorized to act on behalf of the Contractor _____ that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
 - (a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - (b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - (d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, _____, acknowledges, understands, and complies fully with the above requirements.

DATE: _____ NAME OF ENTITY: _____

PHONE/FAX: _____

ADDRESS: _____

SIGNATURE: _____

PRINT NAME: _____

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.



TOWN COMMISSION MEETING

January 10, 2023,

Item 7.

AGENDA ITEM TITLE:	DISCUSSION & ACTION, RFP 22-06, MOBILE EVENT STAGE AWARD
SUBJECT:	The Town Commission will consider approval of the award of RFP 22-06 for the Mobile Event Stage to Central Industries.
STAFF ANALYSIS:	<p>Town commission approved staff to release RFP 22-06 for a Mobile Event Stage and the bid opening took place on January 06, 2022.</p> <p>The 2022 – 2023 budget approved a used mobile stage for \$70,000.</p> <p>Town Staff could not locate an appropriate used stage which is why the Commission approved releasing RFP 22-06 for a new stage.</p> <p>The Town received one bid from Central Industries quoted at \$115,308.</p> <p>The bid amount exceeds the 2022 – 2023 budgeted amount by \$45,000. Considering the 14-month delivery timeline, we will roll this budgeted amount into the 2023 – 2024 FY budget and increase it by \$45,000. If approved, this option will enable the Town to lock in the current price by paying the required 15% deposit.</p>
FISCAL IMPACT:	\$115,308.00
STAFF RECOMMENDATION:	Approval to award RFP 22-06 to Central Industries for the bid price of \$115,308.
ATTACHMENTS:	RFP 22-06, Mobile Event Stage RFP 22-06 Central Industries Bid RFP 22-06 Tabulation Record



TABULATION RECORD/INTENT TO AWARD DOCUMENTATION

· 202 E. Main Street, Dundee, FL 33838 · Phone: (863)438-8330 ·

Web: www.TownofDundee.com

Project Number:	22-06			
Project Name:	RFP# 22-06 FY 2022 – 2023 MOBILE EVENT STAGE TRAILER			
Type of BID:	Request for Proposal			
Purchasing Representative:	John Vice			
Due Date:	01/05/2023		Location:	202 E. Main Street
Opening Date:	01/06/2023			Dundee, FL 33838

	CONTRACTOR	CITY, STATE	BASE BID	OPTIONAL BID 1	OPTIONAL BID 2	TOTAL COST BASE BID PLUS OPTIONAL BIDS 1 AND 2	ADDENDA ACKNOWLEDGED			INTENT TO AWARD
							ADD 1	ADD 2	ADD 3	
1	Century Industries	Sellersburg, IN	\$115,308.00			\$115,308.00	Yes	Yes	N/A	Yes
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										

Enclosed (1) original

Item 7.

Please excuse the (5) copies not enclosed.

I do not have the resources to print all these pages on my printer.

THE TOWN OF DUNDEE, FLORIDA

ORIGINAL



REQUEST FOR PROPOSAL FOR MOBILE EVENT STAGE TRAILER

RFP NUMBER: 22-06

Responses are due by 4:30PM on January 05, 2023

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFP 20-06
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:
Jenn Garcia
Assistant Town Manager/Town Clerk
Town of Dundee
Email: JGarcia@TownofDundee.com
(863) 438-8330, Ext 258

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CERTIFICATION OF DRUG-FREE WORKPLACEA3
SALES TAX SAVINGS FORMA4

Please note that the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all bids received pursuant to this RFP 22-06, re-advertise RFP 22-06, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.



RFP 22-06
FY 2022-23 MOBILE EVENT STAGE TRAILER

Sealed Bids marked "**SEALED BID – FY 2022-23 Mobile Event Stage Trailer**" will be received by the Town Manager of the Town of Dundee, Florida, until **January 05, 2023, at 4:30 P.M.**, at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

14'D x 24'L mobile event stage trailer (the "Stage") that will be used for events and small concerts during Town events, and the Stage must include lighting for the stage area, electrical outlets, storage areas, stairs, generator hook up and must have stabilizer jacks. A sketch drawing of the Stage is attached to the WORK SUMMARY as Exhibit "A" and made a part hereof by reference. The Town of Dundee requires that the Stage be constructed for single person operation, and the Stage must be weatherproofed with an awning over the stage area. Bidder must supply specs and drawings of the purposed stage trailer and price must include delivery and training of the unit.

General specs that are expected:

Self-contained hydraulic system- with remote control pendant, deep-cycle batteries, and battery charger, for fast, easy, one-person set up.

Powered protective canopy- extends beyond the front edge and sides of the stage for full coverage, includes automatic mechanical and hydraulic dual-safety canopy locking systems.

Powered stage deck- all weather folding stage deck that is equal in length to the main rear stage deck.

Highway Rated Tires- includes electric brakes on four wheels.

Heavy-duty tandem axle suspension- equalizer system allows towing over curbs and rough ground.

Pintle towing coupler- rugged lunette ring coupler.

Heavy-duty Tongue Jack- mounted on trailer tongue.

Rugged support frame- dual 18" deep steel-channel backbone main frame.

Crank leveling/support jacks- four (4) 25,000lb capacity, corner jacks pivot for extra ground clearance during towing and reduced cranking during setup.

Breaker panel- 125-amp capacity, (3) 20-amp breakers, 50ft of 10/3 W cable, receptacles at each inside end of stage, and in mechanical compartment.

LED stage lighting- two rows of linear LED lights, one row mounted at front edge of canopy, with a second row mounted at the canopy hinge-line, providing maximum stage and performer illumination

Storage lockers- two curb-side compartments with locking hardware for equipment and systems security.

Stairs - (2) sets of steel stairs with enclosed ADA treadplate treads, adjustable leveling legs, and removable safety handrails on two sides.

DOT required- signal, marker lights, reflectors, and license light, with 12VDC connector cable.

Certified by Structural Engineer

On January 06, 2023 at 10:00AM, bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

The project specified shall be furnished in accordance with this Request for Proposal, Work Specifications, Terms and Conditions, and Work Summary attached hereto and made a part hereof as if fully set forth herein.

Questions may be submitted to the Assistant Town Manager until **4:30pm on December 30, 2022.** For more information regarding this RFP 22-06, please contact **Jenn Garcia, Assistant Town Manager, (863) 438-8330** or by e-mail at JGarcia@TownofDundee.com

Public Records - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2019). As such, do not submit any document(s) that you do not want to be made public.

Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

A client reference list that includes at least **three (3) references and a summary of the bidders' qualifications and experience** should be submitted in the bid packet.

The bidder shall submit a **tentative timeline** detailing the process and anticipated timeline necessary to complete the project.

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Jenn Garcia, Assistant Town Manager, Town of Dundee, Florida, and marked RFP 22-06: MOBILE EVENT STAGE TRAILER.

The Town of Dundee welcomes your response to this RFP 22-06. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this RFP 22-06 at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate

you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this RFP 22-06. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all bids received pursuant to this RFP 22-06, re-advertise RFP 22-06, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

TOWN OF DUNDEE – GENERAL PROVISION CLAUSE(S) TERMS AND CONDITIONS

1) GENERAL CONDITIONS:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this Request for Proposal For Mobile Event Stage Trailer RFP 22-06 (the "RFP") to the contrary, the obligation of the Town of Dundee (the "Town") to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.
- e) **PUBLIC RECORDS:**

The Town and Contractor (as defined in Section 2) agree that the Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- iv) Upon completion of the Contract (as defined in Section 2), transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all

public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- f) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, JGarcia@TownofDundee.com, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

If the Contractor does not comply with a public records request, the Town shall enforce the Contract provisions which may include immediate termination of the Contract.

- g) It shall be understood and agreed that by the submission of a proposal, the Contractor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- h) It is the intent of the Town that this RFP promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFP to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.
- i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

2) DEFINITIONS

Words used in the RFP and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

- a) **APPLICABLE LAW:** Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.
- b) **BUSINESS DAYS:** Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.
- c) **CALENDAR DAYS:** Any and all days in a 365-day calendar year.
- d) **CHANGES:** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.
- e) **DAYS:** A calendar day unless specifically stated otherwise.
- f) **TOWN:** The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative 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 the Town is therefore 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.
- g) **CONTRACT:** The agreement entered into and executed by the Town and Contractor and includes, but shall not be limited to, the Contract Documents.
- h) **CONTRACTOR:** The successful bidder who enters into the Contract with the Town to complete the project set forth in the RFP.
- i) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.

- j) **CONTRACT DOCUMENTS:** The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- k) **INDEMNIFICATION:** Contractor shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the Contractor performance of this Contract. Other specific references to the Contractor duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Contractor indemnity is required.
- l) **INSPECTION:** The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.
- m) **INSURANCE:** As specified in the Contract Documents.
- n) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:
- i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.
 - ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- o) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:
- i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and
 - ii) will submit such reports as the Town may thereafter require to assure compliance.

- p) ***SUB-CONTRACTOR***: An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the Contractor to do a portion of the work on and/or for the project.
- q) ***TITLE***: The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or Contractor until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or Contractor.
- r) ***WARRANTY***: The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the Contractor shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the Contractor that this provision exists.**
- s) ***VENUE***: Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

3) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any Contractor as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Contractor will be in the form of an Addendum to the Contract Documents ("Addenda"), and when issued by the Town, will be on file and available to the public upon request at the Town.
- b) The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the Contractor responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

- a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The Contractor may offer any brand for which they are an authorized representative, which meets or exceeds the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The Contractor shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The Contractor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered

an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.

- b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the RFP.**

5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Contractor expense. Each individual sample must be labeled with the Contractor name, manufacturer's name brand name and number, bid number and item reference. If forwarding instructions, payment for postage, and/or pick-up, is not made by the Contractor within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

6) PROTEST PROCEDURES:

The Town encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely and equitable manner, without fear of retribution on the part of a vendor or person, the following shall apply:

- a) All formal responses to the RFP shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**
- b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFP may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.
- c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents (\$1,000.00) in the form of a cashier's check payable to the Town shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Town shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the Town will refund the Bond other than a finding in favor of the protestor.

If during tolled action, the Town Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the Town of Dundee) is necessary, action may be taken to secure the goods or services.

- e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

The formal written protest shall contain the following:

- i) Town bid number and/or title (if applicable);
 - ii) Name and/or address of the Town department, division or agency affected;
 - iii) The name and address of the affected party;
 - iv) The title and position of the person submitting the protest;
 - v) A statement of disputed issues of material fact;
 - vi) If there are no disputed material facts, the written letter must so indicate;
 - vii) Concise statement of the facts alleged;
 - viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
 - ix) Statement identifying with specificity the relief which an entitlement is alleged; and
 - x) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

The Town Manager shall present the background for the protest to the Bid Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.

The agenda for the bid protest meeting will be:

- i) The background as to why the recommendation for award was made or why the vendor was not selected.
 - ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
 - iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
 - iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.
- g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.
 - h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**
 - i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

7) PROPOSALS:

- a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.
- b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.

- c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).
- d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.
- f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.
- g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.
- h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

8) PRICES, TERMS, AND PAYMENT:

- a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.
- b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.
- c) **Discounts:** Contractor may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation

purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

9) SUBMITTING A "NO BID" OR A "NO CHARGE":

Any bidder intending to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then items must be marked as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.
- b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.
- c) The Town reserves the right to contact a bidder, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

11) SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to, the Occupational Safety and Health Act and regulations or standards thereunder.

12) INVOICING AND PAYMENT:

The Contractor shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in

delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

13) WITHDRAWAL OF PROPOSALS:

A bid proposal may be withdrawn prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the RFP, prior to the time fixed for the bid opening. A proposal may also be withdrawn if the Town does not accept it within ninety (90) calendar days after the date fixed for the bid opening. Notwithstanding any withdrawal, all bid documents received by the Town in response to the RFP shall remain the property of the Town.

14) NONCOLLUSION AGREEMENT:

Any bidder submitting a bid for the RFP shall execute and submit with its bid a non-collusion affidavit (see attachments) which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted in response to the RFP.

15) REJECTION OF BIDS:

The Town may reject a bid if:

- a) The bidder misstates or conceals any material fact in the bid;
- b) The bid does not strictly conform to the law or the requirements which includes, but is not limited to, the terms and conditions set forth in the RFP; or
- c) A bid is submitted in bad faith and/or in a manner intended to undermine the competitive sealed bid selection process.

The Town Manager and/or the Town Commission shall have the right to act in the best interests of the Town and reject any and all bids and request the entire transaction be rebid. The Town may also waive any minor informalities, irregularities, or technicalities in any bid.

16) STATEMENT OF QUALIFICATIONS:

Each bidder shall, upon request of the Town, submit a statement of qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Contract Documents, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the ability and solvency to perform work contemplated by the Contract Documents.

The bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract Documents; and the bidder shall furnish the Town all such information and data for this purpose as it may request.

The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the bidder is qualified to carry out properly the terms of the Contract Documents.

17) AWARD OF CONTRACT:

- a) The Town reserves the right to award contract(s) to more than one Contractor, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.
- b) The Contractor may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Contractor is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **Contractor shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.**
- c) A written award of acceptance mailed or otherwise furnished to the Contractor results in a binding contract without further action by either party.
- d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:
 - i) Evaluations and quality of performance on previous projects;
 - ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
 - iii) Ability to fulfill the contract within the time specified, without delay;
 - iv) Character, integrity, reputation, judgment, experience and efficiency;
 - v) Previous compliance with laws and ordinances relating to the contract;
 - vi) Sufficiency of the financial resources to fulfill the contract;
 - vii) Quality, availability and adaptability of the supplies or contractual services;
 - viii) Ability to provide future maintenance and service, as required or needed; and
 - ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

The Town encourages and agrees to the Contractor extending the pricing, terms, and conditions of this RFP and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the Contractor.

19) PERFORMANCE:

- a) Contractor shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The Contractor's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the Contract. In the event the Town terminates the Contractor's right to proceed, the Town shall provide the Contractor with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting Contractor.
- b) The Contract shall not be terminated, or the Contractor charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor including, but not limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the failure of Contractor to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.
- c) The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

20) SERVICE AND WARRANTY:

Unless otherwise specified, the Contractor shall define any warranty service and replacements that will be provided during and subsequent to this Contract. Contractor shall explain on an attached sheet to what extent warranty and service facilities are provided.

21) GOVERNMENTAL RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Contractor to notify the Town immediately after learning of such restriction including, but not limited to, indicating in writing the specific regulation which required an alteration. The Town reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

22) PRICE AND ADJUSTMENTS:

Any price decrease effectuated during the term of the Contract and/or any time specified for performance therein, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the Town.

23) EQUAL EMPLOYMENT OPPORTUNITY:

No bids submitted shall be considered unless the bidder(s) warrants that upon execution of a Contract with the Town, it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the Town may thereafter require to assure compliance.

24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.
- b) The MSDS shall be maintained by the Town and must include the following information:
 - i) The Division/Department to which the material was shipped.
 - ii) The chemical name and the common name of the toxic substance.
 - iii) The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosivity, and reactivity;
 - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
 - iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - v) The emergency procedures for spills, fire, disposal, and first aid.

- vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
- vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25) TIE BIDS:

The Town Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Town Manager to comply with all of the Source Selection provisions of Town of Dundee Ordinance No. 14-17 (*codified in Sec. 2-159*) and the Code of Ordinances of the Town of Dundee:

- a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.
- b) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.
- c) Availability or completion period.
- d) Previous vendor record on similar projects or requirements.
- e) Business location closest to the Town.

26) NOTICE:

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a 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, 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million (\$1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- c) Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the Town if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

27) UNAUTHORIZED ALIEN(S):

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFIATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov le-verify or contact USCIS at 1-888-464- 4218.

CONSTRUCTION-RELATED CLAUSES

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the Contractor or by any Subcontractor engaged to do a portion of the work.

The Contractor shall supply each of its Subcontractors with a copy of all of the Contract Documents.

28) ERRORS:

If the Contractor discovers any error, omission, or vagueness in the Contract Documents, the Contractor shall report this discovery to the Town immediately upon learning of same. Work done after such a discovery and before the Town corrects the error, omission, or vagueness shall be at the Contractor's risk.

29) UNIT PRICES:

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

This procedure will be in accordance with Florida Administrative Code, Public Works Contracts, and Section 212.08(6) of the Florida Statutes.

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies. When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) BID PRICES.

The bid shall include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

b) ORDERING.

- i) The Town may exercise its right to direct purchase any component of the bid, at the Contractor's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor shall fully cooperate with the Town, providing information for the

preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.

- ii) Following receipt of a sales tax savings form from the Contractor, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.
- iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

c) EXPEDITING.

The Contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

d) RECEIPT.

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the performance of the Contract. The Contractor and Subcontractors shall be responsible for the safe care, custody, and control of all materials.

i) BILLINGS/PAYMENTS.

- i) All ODP's shall be billed to the Town in care of the Contractor.
- ii) The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.
- iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms. **All discounts shall accrue to the Town.**
- iv) The Contractor shall prepare a direct purchase report for the Town upon submittal of each pay request.

j) OTHER CONSIDERATIONS.

- i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.
- ii) The Contractor shall assume the risk of damage or loss at the time of the purchase.

- iii) The selection of ODP for any item(s) contained within the bid does not relieve the Contractor from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.
- iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.
- v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's contractor to certify that the tangible personal property purchased from that vendor will go into or become a part of a public works.

31) INSPECTION:

- a) For the Town, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the Contractor in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.
 - i) The examination and/or assistance by the Town shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.
 - ii) The Town shall not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.
 - iii) The Town shall not be responsible for the acts or omissions of Contractor or any Subcontractors, or any of Contractor's agents or employees.
 - iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.

- c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.
- d) If the Town finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the Contractor.
- e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.
- f) The Town may order the Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

32) SUPERVISION:

The Contractor shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the Town or if the Contractor discharges the project superintendent. If the Contractor is not present, the Town shall be permitted to consider the project superintendent the Contractor's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

33) ACCIDENT PREVENTION:

- a) No laborer or mechanic employed in the performance of the Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment, and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.
- c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising

out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Town with these reports.

34) CLAIMS FOR ADDITIONAL PAY:

If the Town issues written instructions which the Contractor believes will involve additional work and cost, the Contractor may assert a claim for extra cost only if it gives written notice to the Town Manager or his/her designee immediately after it receives the instructions and before it complies with those instructions. **The Contractor may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the Town is necessary to meet an emergency which endangers life or property.**

If the Contractor asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor, materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

35) FITTING AND COORDINATION OF THE WORK:

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged in the performance of the Contract. The Contractor shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

36) SUB-CONTRACTING:

Nothing in the Contract Documents shall be construed to create a contractual relationship between the Town and a Subcontractor doing a portion of the work on this project, nor shall it create any obligation on the part of the Town to pay or see to the payment of any moneys due any Subcontractor. The Town shall hold the Contractor responsible for the work done by any of its Subcontractors. For any portion of the work to be sub-contracted, a list of the Subcontractors shall be furnished to the Town Manager prior to the commencing of this project(s).

37) MUTUAL RESPONSIBILITY OF CONTRACTORS:

If, through acts or neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage in the performance of the Contract, the Contractor shall settle with such other, contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify the Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

38) LINES AND GRADES:

The Town shall establish a base line and a benchmark at each location of any separate portion of this project. The Contractor shall reference all base lines, benchmarks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The Contractor shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

39) ASSIGNMENT OR NOVATION:

The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the express written consent of the Town; provided however, that assignments to banks, trust companies and/or other financial institutions of payments due to Contractor may be made without the consent of the Town.

40) OTHER CONTRACTS:

The Town may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling its own work with that to be performed under other contracts as may be directed by the Town or Town Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, on this project or any other project.

41) PATENT INFRINGEMENT:

The Contractor shall indemnify the Town, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

42) SHOP DRAWINGS:

Where a portion of this project requires the use of shop drawings, the Contractor shall submit four (4) copies of these drawings and a schedule of the required work to the Town. The Town shall review these drawings promptly and note any corrections required to meet the intent of the plans and specifications. The Contractor shall make the noted revisions and submit four (4) copies of the revised drawings to the Town. The Town's approval of the shop drawings shall not relieve the Contractor of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

43) PLANS AND SPECIFICATIONS:

- a) The Town shall furnish the Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of

plans and specifications, the Contractor may obtain these if it pays the cost of reproduction.

- b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

44) SUB-SURFACE DATA:

The Town does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the Contractor shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

45) FACILITIES, MATERIALS, AND EMPLOYEES:

- a) Unless it is otherwise stipulated in the Contract Documents, the Contractor shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.
- b) The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town's applicable specifications.
- c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.
- d) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.
- e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement

thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.

- g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

- a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the Contractor's expense by independent laboratories and agencies approved by the Town.
- b) The Contractor shall instruct any laboratory or agency making, required tests to furnish the Town with a copy of the report made on each test and inspection.

47) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:

The Contractor shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the Contractor under this provision.

48) PROTECTION OF MONUMENTS:

The Contractor shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and benchmarks. If the work demands the temporary removal of such a monument, point, or benchmark, the Contractor shall notify the Town who shall reference the monument, point, or benchmark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or benchmark, the Town may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the Town.

49) USE OF PREMISES:

The Contractor shall confine its equipment, storage or materials, and construction operations to the limits set forth in the Contract Documents and as prescribed by ordinances or permits, or as determined by the Town, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

50) WORK PROGRESS:

- a) If the Contractor fails to proceed with the diligence required to complete the project within the time set forth in the Contract or within an extension of that time which the

Town may grant, the Town may terminate the Contractor's right to proceed with the work by providing written notice to the Contractor.

- b) If the Town terminates the Contractor's right to proceed, the Town may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of the Contract by Contractor shall constitute an acknowledgment of the surety's consent to this provision.
- c) If the Town does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

- a) All requests for interpretation shall be in writing and submitted to the Town Manager. Whenever a written request for interpretation(s) of the Contract Documents is properly submitted, the request(s) shall be answered by way of Addenda. All Addenda will be sent to each party holding Contract Documents. The Town shall not be responsible for the safe delivery of the Addenda.

It shall be the responsibility of the party to make inquiry as to the issuance of any Addenda to the Contract. All Addenda shall become part of the Contract Documents and all parties shall be bound by such Addenda, whether received or not.

- b) It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in its possession which should be furnished by the Town under the terms of the Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various times and the latest date by which each will be required by the Contractor. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Town may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

52) DISPUTES:

- a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.
- b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.
- c) If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

53) CONTRACTOR INSURANCE:

For contracts not exceeding \$500,000.00 dollars the following insurance requirements shall be met:

- i) The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (the "Owner"), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, the Contractor shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form, or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Worker’s Compensation Insurance:

(a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- (i) Part One: “Statutory”
- (ii) Part Two: \$500,000.00 Each Accident
 \$500,000.00 Disease-Policy Limit
 \$500,000.00 Disease-Each Employee

(b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

(2) General Liability Insurance:

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:

- (i) Mold, Fungus or Bacteria
- (ii) Terrorism
- (iii) Sexual Molestation

(b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

- (i) Architects and Engineers Professional Liability
- (ii) Exterior Insulation and Finish Systems (EIFS)

(c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- | | |
|----------------------|---|
| (i) \$1,000,000.00 | General Aggregate |
| (ii) \$1,000,000.00 | Products/Completed Operations Aggregate |
| (iii) \$1,000,000.00 | Personal and Advertising Injury |
| (iv) \$1,000,000.00 | Each Occurrence |

(3) Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000.00 Each Occurrence – BI/PD Combined

(4) Property Insurance:

- (a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be \$500 per occurrence.
- (b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood

insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

- (c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the Contractor and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.
- ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.
- iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under the Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

54) INDEMNIFICATION:

- a) The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the Contractor including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or

organization directly or indirectly employed and/or utilized by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:

- i) Any omission, default, or negligent act of the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);
 - ii) Any and all bodily injuries, sickness, disease or death;
 - iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;
 - iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or
 - v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees and/or persons and/or entities under Contractor's direction and/or control.
 - vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees.
- b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.
 - c) This contractual indemnity shall survive the termination of this Contract.
 - d) Contractor shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof.

This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

- e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.
- f) Additionally, if Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.
- g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor
- h) The Contractor shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.
- i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the Contractor.

- j) The Contractor and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor or subcontractor or sub-subcontractor agree to notify the insurer and request the policy be endorsed with a “waiver of transfer of rights against others” or its equivalent. This “waiver of subrogation” requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the Contractor of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.
- l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

55) BID BOND:

- a) In cases where the bid price exceeds \$30,000.00, each bid must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, as guarantee that the Contractor will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) calendar days after receipt of written notice of award, enter into the Contract with the Town in accordance with the Contract Documents. **Should the Contractor fail to enter into a contract, the bid bond shall be forfeited as liquidated damages.**
- b) **No proposal or bid shall be considered unless accompanied by a bid bond in the amount and form specified.**

56) PERFORMANCE AND PAYMENT BOND:

- a) In cases where the bid price exceeds \$30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The Contractor shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the

contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).

- b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(1)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

57) BONDING COMPANY QUALIFICATIONS:

- a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:
 - i) Minimum rating of "A-" or better;
 - ii) Financial Size Category of "VII" according to the A.M. Best Company; and
 - iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.
- b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.
- c) **Awards of \$500,000 or less:** Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.
- d) **Power of Attorney:** An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.
- e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

58) PAYMENT:

The Contract Documents shall set forth the terms and condition(s) relating to the contract price, payment(s), timing of payment(s), progress payment(s), and final payment. The Contract Documents shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project.

59) LIENS:

No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

60) GUARANTEE:

- a) The Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its entirety. The Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.
- b) Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.
- c) A notice of defect(s) will be issued by the Town. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.
- d) Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the Contractor shall notify the Town, in writing, of correction in defects. The Contractor shall transmit to the Town a copy of each certified statement as required below.
- e) Each Subcontractor shall transmit to the Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and Town, a certified statement as to:
 - i) The work performed and/or materials supplied; and
 - ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

61) THE CONSTRUCTION AGREEMENT:

- a) The Town will require the Contractor to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and Contractor.
- b) The contract between the Town and Contractor shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project to the Contractor.
- c) The Contractor cannot claim modification of the Contract because of any representation made by an employee of the Town or any other person.
- d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the Town may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the RFP and re-advertise the RFP.

62) CONSTRUCTION SCHEDULE:

- a) The Contractor shall submit to the Town for review and approval, a construction schedule at least five (5) business days before the start of project.
- b) The Contractor shall complete the work, phase(s), and/or part(s) of the project in the order set forth in the approved construction schedule.
- c) The Contractor's receipt of an approved construction schedule does not authorize the Contractor to begin work on the project.
- d) The Town's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

63) FINAL INSPECTION:

- a) When the work on this project(s) is substantially completed, the Contractor shall notify the Town, in writing, at least three (3) business days before the inspection date that the work will be ready for final inspection on a definite date. The Contractor shall expressly provide the date for final inspection.
- b) Prior to the final inspection, the Contractor shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during the performance of the project. The Contractor's duty to clear the project site prior to final inspection does not relieve the Contractor of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the Contract.

64) CONSTRUCTION AND CONSULTING EVALUATION:

- a) The award of contracts by the Town for construction and/or consulting service(s) is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of Section 287.055 of the Florida Statutes (Consultants Competitive Negotiation Act) for applicable consulting services. In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town or other entity
- b) A Construction and Consulting Evaluation Form shall be completed by the department head or Town Manager for the project. The form shall be completed upon the completion of the project and submitted to the Office of the Town Clerk for retention.
- c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

WORK SUMMARY

PART 1 – GENERAL

- 1.01 – WORK BY CONTRACTOR
- 1.02 – CONTRACTOR USE OF SITE
- 1.03 – SEQUENCE OF WORK

PART 2 – PRODUCTS

PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 – WORK BY CONTRACTOR

- A. The “FY 2022 – 23 MOBILE EVENT STAGE TRAILOR” (the “Stage”) will be a 14’D x 24’L mobile event stage trailer that will be used for events and small concerts during Town events, and this stage must include lighting for the stage area, electrical outlets, storage areas, stairs, generator hook up and must have stabilizer jacks. A sketch drawing of the Stage is attached hereto as Exhibit “A” and made a part hereof by reference.

The Town of Dundee requires that the Stage be constructed for single person operation, and the Stage must be weatherproofed with an awning over the stage area. Bidder must supply specs and drawings of the purposed stage trailer and the price shall include delivery and training of the unit.

Self-contained hydraulic system - with remote control pendant, deep-cycle batteries, and battery charger, for fast, easy, one-person set up.

Powered protective canopy - extends beyond the front edge and sides of the stage for full coverage, includes automatic mechanical and hydraulic dual-safety canopy locking systems.

Powered stage deck - all weather folding stage deck that is equal in length to the main rear stage deck.

Highway Rated Tires - includes electric brakes on four wheels.

Heavy-duty tandem axle suspension – equalizer system allows towing over curbs and rough ground.

Pintle towing coupler - rugged lunette ring coupler.

Heavy-duty Tongue Jack - mounted on trailer tongue.

Rugged support frame - dual 18" deep steel-channel backbone main frame.

Crank leveling/support jacks - four (4) 25,000lb capacity, corner jacks pivot for extra ground clearance during towing and reduced cranking during setup.

Breaker panel - 125-amp capacity, (3) 20-amp breakers, 50ft of 10/3 W cable, receptacles at each inside end of stage, and in mechanical compartment.

LED stage lighting - two rows of linear LED lights, one row mounted at front edge of canopy, with a second row mounted at the canopy hinge-line, providing maximum stage and performer illumination

Storage lockers - two curb-side compartments with locking hardware for equipment and systems security.

Stairs - (2) sets of steel stairs with enclosed ADA treadplate treads, adjustable leveling legs, and removable safety handrails on two sides.

DOT required - signal, marker lights, reflectors, and license light, with 12VDC connector cable.

The Stage shall be inspected and certified by a Structural Engineer licensed in the State of Florida.

- B. Project to be completed in accordance with the Contract Documents which includes, but is not limited to, Work Summary, Terms and Conditions and the request for proposal.
- C. If awarded, the Contract(s) will be awarded on the basis of the lowest responsible/responsive bid for the project. Past performance on similar contracts will be heavily weighted in determining responsibility of low bidder.

1.02 – CONTRACTOR USE OF SITE- if applicable

- A. The Contractor will not work on or keep his equipment on any private property without the permission of the property owner involved. The Contractor shall be responsible for damages to any private property including trees, curbs, mailboxes, private yards and street signs.
- B. The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- C. It shall be the Contractors responsibility to obtain a water construction meter for any water that may be needed on this project.
- D. All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards. Payment will be on a lump

sum basis for the estimated length of street paving.

1.03 – SEQUENCE OF WORK

- A. The Town of Dundee reserves the right to determine at what location(s) the Stage will be completed and in what order.

PART 2 – PRODUCTS

All products and material shall meet or exceed all specifications shown on the drawings and in written form or required by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

1.2 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean surfaces exposed to view, remove stains and foreign substances.
- C. Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish and construction facilities from the site.

1.3 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.4 WARRANTIES

- A. All work, materials, and workmanship shall be warranted for a minimum of one calendar year from the date of acceptance by the Town of Dundee.

MSM2400 – RFP 22-06

LIMITED WARRANTY AND REMEDY: Century warrants to the original Purchaser that those products manufactured by Century and used in the manner for which they are intended shall be free from defects in materials and workmanship for a period of one (1) year after delivery. Notwithstanding the foregoing, purchaser is responsible for return shipping for service. Items manufactured by others are subject to their respective manufacturer's warranty, if any. Century does not make any other representations or warranties, express or implied, and disclaims all other warranties including, but not limited to, any implied warranty of merchantability and warranty of fitness for a particular purpose. Purchaser agrees that Century is not liable for incidental, consequential, or special damages of any kind.

EXCLUSIVE VENUE/ APPLICABLE LAW: Purchaser agrees to the exclusive venue and jurisdiction of the State and Federal Courts located in Clark County, Indiana for any action involving this Agreement or the goods which are the subject matter of the same. This Agreement shall be construed according to the laws of the State of Indiana. The parties hereto each knowingly and voluntarily agree to waive any right to a trial by jury with respect to any action involving this Agreement or its subject matter, including without limitation any manufactured goods.

***TERMS:**

25% Deposit w/ Order

- Cash or Wire Transfer Payment on Balance Due Prior to Shipping.
- No Credit Cards
- Price Does Not include any applicable Federal, State, or local taxes.
- Customer is responsible for licensing trailer and registration fees.

Approximate Production Lead Time: 14 Months

All prices are subject to change without prior notice due to currency fluctuation, fuel prices, and/or unforeseen economic circumstances.

Certificate of Origin (CO) released upon "Payment in Full" prior to Shipping.

WIRE TRANSFER INSTRUCTIONS

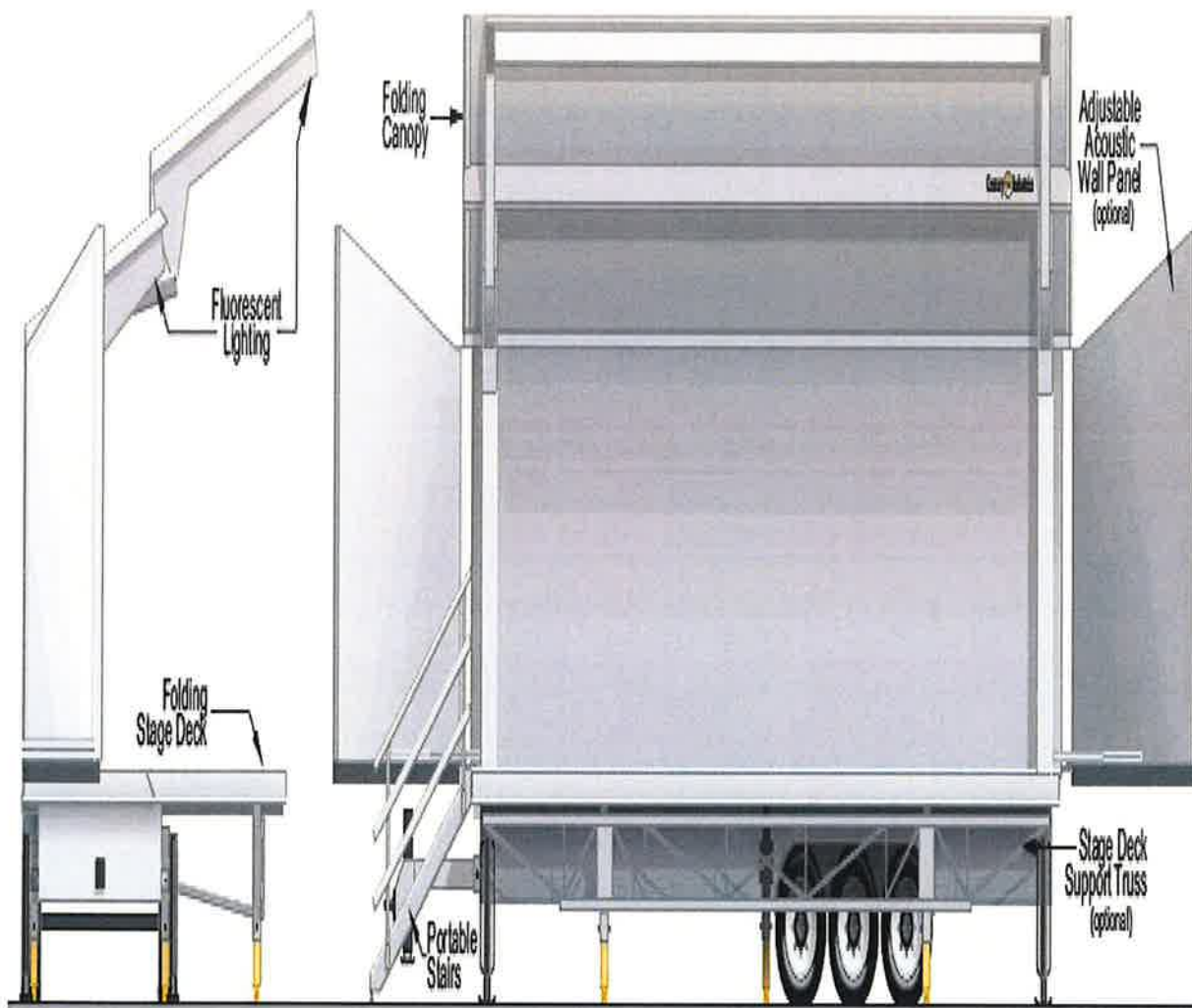
Wire to: WesBanco Bank Inc
 1 Bank Plaza
 Wheeling, WV 26003
 1-800-905-9043
 ABA#: 043400036
 Account Name: Century Industries LLC
 Account #: 4572003941

PURCHASER AGREES that a 1 ½% per month service charge or the maximum legal rate, whichever is less, shall be added to unpaid invoices from the due date thereof, plus reasonable collection and attorneys' fees if placed for collection. Upon default by Purchaser, Century shall be entitled to retain any Deposit and enforce all remedies available to it as a seller under I.C. 26-1-2-703. Purchaser acknowledges that the goods manufactured by Century constitute specially manufactured goods and are not suitable for sale to others in the ordinary course of business. Purchaser agrees to maintain these goods in a safe condition and to operate the same in a safe manner. Purchaser agrees to indemnify and hold harmless Century and its officers, directors, employees, agents or subcontractors from and against any and all claims, demands and causes of action asserted by any other person or entity, and all resulting damages, liabilities, costs, losses and expenses of any kind (including reasonable attorney's fees), arising directly or indirectly from any acts by the purchaser or any of its employees, agents, or customers in connection with the purchase, ownership or use of the subject matter of this Agreement. All estimates for production time are estimates only and Century makes no warranty or representation concerning production times. Purchaser agrees receipt and use of manufactured product(s) constitutes agreement to these terms. This represents the entire agreement of the parties; any changes, amendments, modifications, additions or alterations made by Purchaser without the express written acceptance of Century are rejected.

Offered by:  Date: 1/4/2023

Accepted by: _____ Date: _____

EXHIBIT - A



AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name CENTURY INDUSTRIES

Signature [Signature] Date: 1/4/2023

Printed Name MICHELLE McRae

Title Sales

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF INDIANA COUNTY OF Clark

SWORN TO AND SUBSCRIBED BEFORE ME THIS 4 DAY OF Jan, 20 23

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ___ Produced I.D. X

TYPE OF ID PRODUCED DRIVERS License

SIGN: Christie R Simmons

PRINT: Christie R. Simmons

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida INDIANA

County of Polk Clark

I Nickelle McRae ("Affiant"), being first duly sworn, deposes and says that:

- (1) Affiant is Sales Manager (insert job title) of Century Industries (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Indiana COUNTY OF Clark

SWORN TO AND SUBSCRIBED BEFORE ME THIS 4 DAY OF Jan, 20 23

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ___ Produced I.D. X

TYPE OF ID PRODUCED Drivers License

SIGN: Christie R Simmons

PRINT: Christie R Simmons

CERTIFICATION OF DRUG-FREE WORKPLACE

I Michelle McRose ("Undersigned"), certify that:

- (1) Undersigned is Sales Manager (insert job title) and duly authorized to act on behalf of the Contractor CENTURY INC that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
 - (a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - (b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - (d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, Century Industries, acknowledges, understands, and complies fully with the above requirements.

DATE: 1/4/2023 NAME OF ENTITY: _____

PHONE/FAX: _____

ADDRESS: _____



299 Prather Lane, PO Box C, Sellersburg, IN 47172 USA
Phone: 812/246-3371 Fax: 812/246-5446
www.centuryindustries.com

SIGNATURE:

PRINT NAME: Michelle McRob

SALES TAX SAVINGS FORM



CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Century Industries, Inc.
299 Prather Lane
Sellersburg, IN 47172

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA. 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Town of Dundee
202 East Main Street, PO Box 1000
Dundee, FL 33838

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

RFP #22-06, Request for Proposal for Mobile Event Stage Trailer

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of January, 2023

(Witness)

Karissa A. Stans
(Witness)

Century Industries, Inc.

(Principal)

(Seal)

By: [Signature]

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By: [Signature]

(Title) Deborah L. Burton Attorney-in-Fact



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

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

Certificate No: 8206781-014177

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, Deborah L. Burton; Phillip B. Gibson; Walter M. Zolla

all of the city of Louisville state of KY 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 9th day of November, 2021.



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

By: David M. Carey
David M. Carey, 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.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 9th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
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 5th day of January 2023



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Request for Taxpayer Identification Number and Certification

Item 7.

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CENTURY INDUSTRIES LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u> C </u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 299 PRATHER LANE, PO BOX C	Requester's name and address (optional)
6 City, state, and ZIP code SELLERSBURG, IN. 47172	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	5	-	2	0	2	6	5	3	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Michelle McRae</i>	Date ▶ 01/04/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- **Form 1099-A (acquisition or abandonment of secured property)**

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

References

<p>Saint Lucie County; 0001897 Leisure Services/Directors Office230 Fort Pierce, FL 34982 (561)462-1524</p>	<p>Year: 2002 MSM3600</p>	<p>Broward Cnty Parks & Rec Div; 0001996 950 NW 38th St Oakland Park, FL 33309</p> <p>Year: 2003 MSM3600</p>
<p>Oakland Park City; 0002010 3900 NE 3rd Ave Oakland Park, FL 33334- (954)561-6264</p>	<p>Year: 2004 MSM2400</p>	<p>Palm Bay City of; 0002049 1150 DeGroodt Road SW120 MALA Palm Bay, FL 32908- (321)952-3400</p> <p>Year: 2004 MSM3600</p>
<p>Orange County Parks; 0002098 Park & Recreation Div Orange CtyFI Orlando, FL 32808 (407)836-6158</p>	<p>Year: 2004 MSM2400</p>	<p>Port St Lucie City of; 0002121 1901 SW HAMPSHIRE LANE Port St Lucie, FL 34984- (772)871-7362</p> <p>Year: 2004 MSM3600</p>
<p>MacDill AFB; 0002124 6th Con Squadron Outdoor Recreatio Mac Dill AFB, FL 33621- (813)828-4729</p>	<p>Year: 2004 MSM3600</p>	<p>Fort Lauderdale City of; 0002125 CENTRAL GARAGE220 S.W. 14TH Fort Lauderdale, FL 33312 (954)828-5765</p> <p>Year: 2005 MSM2800</p>
<p>Manatee Convention & Civic Center; 0002183 1 Haben Blvd Palmetto, FL 34221 (941)722-3244</p>	<p>Year: 2005 MSM3600</p>	<p>Jacksonville City of; 0002238 555 W. 44th. St. Jacksonville, FL 32254 (904)630-5401</p> <p>Year: 2006 MSM2400</p>
<p>Jacksonville City of; 0002239 555 W. 44th. St. Jacksonville, FL 32254 (904)630-5401</p>	<p>Year: 2006 MSM2400</p>	<p>North Lauderdale City of; 0002251 701 SW 71st Ave North Lauderdale, FL 33068- (954)724-7060</p> <p>Year: 2006 MSM3200</p>
<p>Largo City of; 0002268 323 Central Park City of Largo, FL 33779 (727)587-6727</p>	<p>Year: 2006 MSM3600</p>	<p>Polk County; 0002297 2450 Bob Phillips rd. Bartow, FL 33830 (863)534-4340</p> <p>Year: 2006 MSM2400</p>
<p>Sebastian City of; 0002302 1225 Main St. Sebastian, FL 32958 (772)388-4401</p>	<p>Year: 2006 MSM2800</p>	<p>Pompano Beach City of; 0002322 1190 North East 3RD AVE. Pompano Beach, FL 33060 (305)786-4111</p> <p>Year: 2006 MSM3600</p>
<p>Saint Petersburg City of; 0002364 1800 7th Ave. St Petersburg, FL 33713 (727)893-7255</p>	<p>Year: 2006 MSM3600</p>	<p>Delray Beach, City of; 0002365 PMC 320 Southwest & 4th St. Delray Beach, FL 33444 (561)243-7251</p> <p>Year: 2007 MSM3600</p>

MOBILE COMMUNITY STAGING



SHOWMASTER
MOBILE SOUND SHELL STAGE



ShowMaster™ MOBILE SOUND SHELL COMMUNITY STAGES

ShowMaster

Add a professional dimension to your outdoor events while saving time and man power. **Century's ShowMaster Mobile Community Stages** offer a mobile acoustic shell stage featuring unmatched sound, lighting and visual controls, permitting a variety of outdoor special events and performances throughout your entire community.

An onboard, self-contained, hydraulic actuation system permits fast, easy, one-person push-button setup for a stage that is ready to go whenever needed.

A choice of stage models permits you to select the stage size best suited to your event and performance needs.

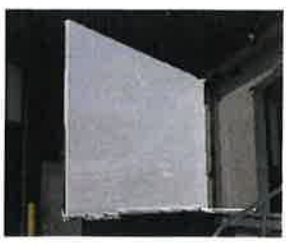
ShowMaster™ Mobile Stage Features

- **Smooth, Seamless Shell** - rugged, damage-resistant stage enclosure with an attractive professional appearance providing a visual backdrop, weather protection, sound and lighting control, plus security during between events. Acoustically active panels enhance audience experience during outdoor performances. Neutral gray interior color enhances skin tones while reducing glare. Smooth, seamless body panels are ideal for large, highly visible promotional graphics.
- **All-Weather Stage Deck** - exclusive seamless, composite Duradeck provides a sound dampened, textured surface. Folding front stage deck is the same length as the rear main deck permitting one-person setup, as no additional assembly is required to achieve the full rated stage width. Stage deck height is adjustable using the built-in leveling jacks. Neutral gray deck color remains cool in direct sun unlike black stage decks.
- **Full-Length Stage Canopy** - extends beyond the front edge of the folding stage deck and the stage sides, providing maximum coverage and weather protection for the stage area on the three crucial sides, while also positioning the stage lighting beyond the end of the stage for optimum illumination of the stage area and performers.
- **Safety Features** - ShowMaster™ stages incorporate numerous safety features including dual canopy locking systems, control safety switches, and the industry's highest independently certified wind-load capacity.

JANUARY 2022



Options



Adjustable Acoustic Wall Panels - mounted at stage left and stage right, movable wall panels pivot from a closed and locked position through 270 degrees. Hinged panels increase the visual backdrop by 16 ft., increase audience viewing angles, improve sound control by directing and focusing sound toward audience, improve the acoustic environment for performers, present a visual back drop, and provide loading access when the stage deck and canopy are closed. Adjustable lock bars allow a choice of secured positions. Panels lock for security.....

90650 \$9,035



Premium Anti-Corrosion Package - provides increased corrosion resistance reducing maintenance and increasing stage life. All steel frame members shall be hot dipped galvanized for maximum corrosion protection. Hardware upgrades include anodized aluminum perimeter stage rail, galvanized deck hinge and stainless steel fasteners.

MSM2400	20524	\$2,404
MSM2800	20528	\$2,570
MSM3200	20532	\$2,736
MSM3600	20536	\$3,305



Premium Stair Upgrade - upgrade from painted steel to welded 1/8" and 3/16" aluminum plate stairs for lighter weight and rust-free corrosion resistance. Adjustable footpads shall be provided at the bottom of stairs to accommodate uneven ground. Stairs shall attach to movable stage sections and to all sides of the main folding stage deck. Removable handrails shall be anodized aluminum. Stairs shall have fully enclosed risers between threads. 36" Wide stair. (Qty 2)

10208 \$1,465



Stage Deck Support Truss - 19" deep galvanized steel support truss is attached to the understructure of the fold-down stage deck, and extends the length of the stage deck. A linkage automatically extends the truss as the stage deck lowers, maintaining the truss position perpendicular to the ground. Truss features fast, two-point leveling. Deck truss upgrade replaces the standard multiple deck support legs, quickly producing a stage deck that is both level and straight, significantly reducing set up time.....

90636 \$1,240

Options

Accessories



Handicapped Access Lift - installed at the back stage door, always available and readily accessible, lift provides wheel chair accessibility from ground level to stage deck level. Lift is hydraulically actuated and is controlled by a remote pendant with a 6ft cable. Lift platform is 45" long x 30" wide, and features a slip resistant surface. Lift platform stows inside the rear door and is supplied with a gray cover. Lift capacity is 700lbs.....

10209 \$11,539



Personnel Door - double-wall, welded aluminum entrance door mounted on stage backwall with full length hinge and locking stainless steel hardware.....

10139 \$2,573



Hydraulic Leveling/Support System - upgrades corner leveling jacks to push-button hydraulic actuation with four (4) corner mounted 16,000 lb. capacity (each) jacks. Each jack to have a pilot operated lock valve the hydraulically locks the jack leg position in the event of a hydraulic failure. Jacks pivot 90 degrees for increased ground/curb clearance during towing, preventing damage to the jacks while significantly increasing the amount of effective jack travel available to level or raise the stage.....

90550 \$11,920

Options

Equipment & Accessories

Item 7.

Wireless Remote Control - compact twelve (12) button remote control allows complete freedom to move around the stage during set-up for improving view. Remote operates stage through discrete frequencies and ID codes enhancing safety. Control operates stage canopy, stage deck, and optional hydraulic leveling/support jacks if installed.....

90551 \$2,738

Hydraulic Hitch Jack - upgrade the standard tongue jack to a push-button 16,000lb capacity hydraulically operated jack, permitting fast, easy, safe disconnection from the tow vehicle.....

84444 \$2,774

Flush Equipment Tie Down - flush deck mounted tie downs secure equipment inside stage during transport. 1,500lb minimum pull capacity. Price set of six (6) Additional pieces \$149/ea.....

11003 \$894

Decorative Stage Skirt - encloses lower perimeter of stage deck enhancing appearance for audience. Skirt is 100% synthetic fiber for maximum weather, mildew, and soil resistance, and easy care and handling. Velcro attachment and heavily weighted for wind. Price per foot.....

56060 \$48

4' x 8' All-weather Stage Extension Section - has weather-resistant Duradeck surface with non-skid pattern to match mobile stage deck. Each section is framed with a rust-free, heavy-duty 7' high extruded aluminum channel. Free standing sections are supported by four (4) adjustable leveling legs. Back leg has both coarse and fine adjustments. Extension sections attach to each other, to the stage perimeter, and will accommodate stairs. Three (3) connector clamps are included with each stage extension section..... Each

20202 \$1,487

60" Equipment Storage Locker - provides secure storage for equipment in a large weather-tight compartment. Locker door is attached to frame by concealed hinge and is secured by large stainless steel "D" ring latch with keyed lock. Compartment door is weather sealed. 60"L x 20"H x 25" D.....

10235 \$1,589

Equipment Loading Ramp - 12' L x 35" W lightweight aluminum loading stage ramp is lightweight for easy portability. Ramp is designed to provide a smooth transition from ramp to the ground. Ramp deck provides superior traction. Ramp attaches to the stage perimeter.....

90920 \$2,596

Options

Graphics



Custom Exterior Stage Graphics - increase your visibility, promote your community, organization, and sponsors with custom designed exterior graphics that are visible when ever the stage is on the road or set up for an event.....

70002 Standard \$5,137 Upgrade \$9,116 Premium \$12,327

Custom Interior Stage Graphics - promote your community, organization, and sponsors with custom designed interior graphics that are visible whenever the stage is open for an event.....

70003 Standard \$5,268 Upgrade \$6,136 Premium \$7,989

Hanging Banners - event banners hang from each end of stage canopy. (1) Pair.....

91103 \$1,474

Canopy Marquee - folding marquee sign mounted above front edge of canopy. Sign extends canopy length. Lighting provides night time illumination. *(Does not include graphics)*.....

**90916 - 24 \$4,434
90917 - 28 \$5,048
90918 - 32 \$5,660
90919 - 36 \$6,237**

Banner Hanging Hardware - (1) Pair.....

91102 \$2,225

Options

Training

Agency shall include the need for any Stage Operation Training in the supplier's bid, proposal. **Training is not included in quoted bid price.** Travel expenses per deim for training to be determined by region

Quote

(No charge for training @ Century Industries.)

Options

Electrical

Item 7.

Electrical Upgrade Package #1 - breaker panel and receptacle upgrade for MSM series stages, includes base electrical system, main breaker with ten (10) additional circuit breakers, sixteen (16) receptacles mounted in front edge of canopy on eight (8) circuits, and two (2) duplex receptacles mounted in canopy rear on two (2) circuits. Power cord is upgraded to 50 ft of 6/4t cable.....	42201	\$4,164
220V/200 Amp Panel Box - Single phase, 3 wire, 24 circuits, 6 single pole breakers and 2 double pole breakers, copper bus, 120/240 Volts ac. 22,000 interrupting capacity. Suitable for use for larger bands with sound equipment.....	51007	\$1,640
120V Duplex Receptacle - Tamper resistant GFCI outlets are installed along back stage wall when extra power is required. GFCI outlets are used in outdoor location where the risk of electrical shock is higher than usual. Tamper resistant design prevents small items from entering electrical devices and shocking someone. \$/Ea.....	40030	\$265
Solar Battery Charger - helps maintain battery charge and reconditions batteries for longer service life whenever stage is exposed to sunlight. Note: not intended to power hydraulic system or recharge fully discharged batteries. (Qty. 2 Panels required w/ Item #90550 selected).....	91106	\$986
7,000 Watt Enclosed Generator Package - gasoline fueled generator is fully enclosed in a locking frame mounted exterior compartment with sound proofing for extra quiet operation. Includes hour meter, electric start, and fuel tank. Built-in generator is always on board when needed and does not need to be lifted on and off stage deck. (Powers on-board electrical, Sound & LED Light packages)	51002	\$13,137
8,000 Watt Enclosed Generator Package - 120V/240V, 66.6/33.3 Amp 60 Hz, air cooled diesel generator is frame mounted in built - in locker box compartment. Meets National Park Service Sound Level Requirements (60 dB(A) at 50 ft). (Powers on-board electrical, Sound & LED Light packages)	51005	\$14,532
12,000 Watt Enclosed Generator Package - 120V/240V, 100/50 Amp 60 Hz, air cooled diesel generator is frame mounted in built - in locker box compartment. Meets National Park Service Sound Level Requirements (60 dB(A) at 50 ft). (Powers on-board electrical, Sound & LED Light packages)	51006	\$20,480
Exterior Flood Light - provides (3) lights for safety and working during night hours. Light has a shock-absorbing weatherproof body that will not rust, dent or scratch. Light is fully adjustable for aiming. 12VDC/3.2 Amps. Switch controlled, self-contained operation provides light when stage is not plugged into AC power source. Lights are mounted on stage curbside and hitch and to allow night-time loading and safe towing hook-up. \$/Ea.....	40028	\$762
Compartment Light - Two (2) lights are mounted inside stage providing light for working or loading during night-time hours. Multi-position switch allows high, low, and off settings. 12VDC operation allows self-contained operation from the stage battery system.	40029	\$458
Theatrical Light Support Bar - extends and supports theatrical light fixtures from the front edge of the stage canopy. Each weather resistant stainless steel "T"-bar support holds up to four (4) par fixtures, and pivots into canopy with lights attached, for secure storage during transport when not in use. One (1) pair of support bars is required for basic and lighting package #1 (total of eight (8) mar fixtures). Two (2) pair of support bars are required for intermediate and lighting package #2 (total of sixteen (16) fixtures). Per pair.....	42101	\$1,538

Note: Support bar does not include PAR lights - see optional lighting packages

Options

Video

9' x 16' Movie Screen - electric/motorized screen is ideal for outdoor stage theater applications and commercial presentations. It is designed for ceiling installation. Motor in-the-roller design ensures a silent operation and the front access panel of the case allows easy access. Electric screen offers preset adjustable limit switches to automatically stop the screen at the desired viewing level. Available in both 110 and 220 volt models. Includes standard control module level, 3-button wall switch with box and cover plate. <i>*(Movie Projector not included)</i>	42010	\$5,708
- Optional Wireless Remote - 3 button control infrared transmitter with receiver. 2 AAA batteries included. Single touch control operates up to 50 ft. away.		
- Radio Remote		
- Projector Canopy Hardware		

PRO-1 PROFESSIONAL LED LIGHTING PACKAGE - Versatile (8) LED fixture lighting system visually enhances and balances your performances. Rugged outdoor-rated LED light fixtures attach to stage canopy light support bars. Flexible mounting options allow custom placement. Programmable DMX Control Console. Control up to 192 DMX channels, Control up to 12 separate intelligent lights with up to 16 DMX channels per fixture. Record up to 6 programmable chases with separate fade times and step speeds. DMX-512, 3 pin XLR signal. Built-in Microphone for chase step activation. DC 9V-12V

(8) **Outdoor rated 7P (RGBAW UV) LED PAR fixtures**, automated programs, pulse and strobe effects, XLR 3-Pin DMX input and output, Power Twist Tr1 IP65 current input/output, 100 - 240 V at 50/60 Hz, Max power consumption: 64W. Black diecast aluminum housing, 19.5" L x 10.08" W x 6.37" H, 7.5 lbs. Ea.

(8) **Fixture clamps** for 50mm Tubing, Max Load Capacity 100kgs - 220 lbs. TUV Approved.

(7) **5ft DMX Cables** IP65 Rated 3-Pin DMX XLR Cable

(2) **50ft DMX Cables** IP65 Rated 3-Pin DMX XLR Cable

(7) **5ft Power Cables** IP65 Rated 3-Pin DMX XLR Cable

(8) **Steel Safety cables** 24-inch Steel Cable, 60 lbs/25kg. weight rating.

42018

\$8,959

(Note: Theatrical Light Support Bars #42101 are sold separately)

PRO-2 PROFESSIONAL LED LIGHTING PACKAGE - Versatile (16) LED fixture lighting system visually enhances and balances your performances. Rugged outdoor-rated LED light fixtures attach to stage canopy light support bars. Flexible mounting options allow custom placement. Programmable DMX Control Console. 12 Fixtures x 32 DMX Channels, 240 programmable scenes, 8 channel faders x 4 channel banks. Individual speed and fade time faders, 12 programmable chases, Tap Sync button, Built-in microphone, Fog machine input and trigger button, blackout button. 12 vdc AT 500 mA.

(16) **Outdoor rated 12 x 12 W (RGBAW UV) LED PAR fixtures**, automated programs, 6 DMX Modes: 6, 6+, 9, 9+, 10 & 12-channel. 63 built-in Color Macros, pulse and strobe effects, XLR 3-Pin DMX input and output, Power Twist Tr1 IP65 current input/output, 100 - 240 V at 50/60 Hz, Max power consumption: 64W. Black diecast aluminum housing, 11.75" L x 7.85" W x 10.5" H, 10.5 lbs. Ea.

(16) **Fixture clamps** for 50mm Tubing, Max Load Capacity 100kgs - 220 lbs. TUV Approved.

(15) **5ft DMX Cables** IP65 Rated 3-Pin DMX XLR Cable

(2) **50ft DMX Cables** IP65 Rated 3-Pin DMX XLR Cable

(15) **5ft Power Cables** IP65 Rated 3-Pin DMX XLR Cable

(16) **Steel Safety cables** 24-inch Steel Cable, 60 lbs/25kg. weight rating.

42019

\$15,702

(Note: Theatrical Light Support Bars #42101 are sold separately)

PRO-SOUND SYSTEM #1 - (1) 12-Channel Sound Mixer Console features a versatile all-in-one console that can handle up to 12 inputs with internal effects. 12 Input channels (6 Mics + 4 Stereo line inputs, 3 Band EQ (Ch 1-7/8), 2 Band EQ (Ch 9/10-11/12), 4 Busses (Stereo + 2 groups), 1 Aux send + 1 Effect send, 1 Stereo Aux return, SPX Digital multi effects, XLR Connectors, Light weight (3.2 kg) (2) Sound Speakers are 225W amp to power the 12" woofer and a 75W amp to power the 1.75" compression driver. With a frequency range of 50Hz to 20kHz and a max SPL of 121dB. Equipped with a 2-band EQ. The powered subwoofer has a built in high pass filter, (2) 50' Speaker cables, (2) Sound Speaker stands, Set of Two with bag. (2) Microphone stands with telescoping boom. (2) Shure Microphones, (4) 50' Mic Cables.....

41110

\$4,446

PRO-SOUND SYSTEM #2 - (1) 16-Channel Sound Mixer Console, 6 busses, and all the outstanding digital effects you'll need built-in. 16 Input channels (10 Mics + 4 Stereo line inputs), 3 Band Mid-sweep EQ (Ch 1-8), 3 Band EQ (Ch 9/10-15/16), 6 busses (Stereo + 4 groups), 2 Aux sends + 1 Effect send. 1 Stereo Aux return, SPX Digital multi effect, XLR Connectors, Light weight (5.5kg), Rack Mountable, (2) Sound Speakers Bi-amplified 12" cone type woofer and 1.75" compression driver deliver total output power of up to 400 watts (LF: 300 watts, HF: 100 watts burst. Input level range from -36dB to +4 dB accepts output from your mixer as well as microphones, synthesizers, or other electronic musical instruments. (2) Tripod Speaker Stands, Min/Max Height 48/81 inches (1212/2057mm) (4) Microphone Stands, Min/Max Height: 6/99 Inches (152/2515mm) (4) Hand Microphones W/Switch (6) 50' Mic Cables.....

41111

\$6,856

PRO-SOUND SYSTEM #3 - (1) 24-Channel Premium Mixing Console. 16 Mic inputs with 48V Phantom Power and HPF per Channel, 24 Line inputs (16 Mono and 4 Stereo), 6 AUX Sends + 2FX Sends, 4 GROUP Buses + ST Bus, 2 Matrix out, 1 Mono out. (1) Power Amplifier delivers 3200 watts. Independent sweepable high-pass and low-pass filters on each channel so you can optimize output for subwoofer or full range systems. (4) Weatherized Sound Speakers with high-impact polypropylene enclosure. Up to four anchor-plate attachments. High sensitivity, 131 dB maximum SPL. Power handling: 600 W continuous, 2400 W peak (1) CD player features USB port on front panel for iPod and other devices. iPod compatibility. CD-R/RW disc playback compatibility. Mp3 and WMA compatibility with numerous convenient playback functions. (4) Tripod Speaker Stands, Min/Max Height: 48/81 inches (1219/2057mm) (2) Microphone Stands, Min/Max Height: 6/99 Inches (152/2515mm) (2) Hand Microphones W/Switch (2) 25' Speaker Cables (2) 50' Speaker Cables (2) 50' Mic. Cables.....

41112 \$11,533

PRO-SOUND #4 (Compact Touring Sound System) - Includes 16 channel mixing console with (16) line inputs (mono & stereo), active speaker system with (2) 2000W powered compact column-array speaker with two double satellites and two single satellites and 15" powered subwoofer module, (2) cardioid microphones, (2) microphone stands with boom, (4) cables (2) array and (2) subwoofer transport cases.....

41113 \$24,145

PRO-SOUND #5 (Live Venue Sound System) - Adaptable system offers the choice to fly or stack the speakers as desired. Includes 16 channel mixing console with (16) line inputs (mono & stereo), active speaker system with (4) suspended two-way speakers with 900W amplifier, (4) subwoofer with 1000W amplifier, (2) cardioid microphones, (2) microphone stands with boom, (6) cables.....

41114 \$29,389

Hanging Speaker Hardware Package - Stainless steel brackets that offer the perfect support for a variety of speakers to hang from front of the ShowMaster stage.....

91104 \$505

Sound Diffuse CURVE Tiles - Removable light-weight 4' x 8' help dampen reflective reverberation problems and reduce overall ambient or unwanted monitor feedback and hot-spot reflection points to effectively clean up sound. Panels attach to stages back rear wall, weather resistant w/washable fabric material and variety of colors to choose from. \$/Ea.....

42011 \$1,203

***Optional graphic image printing available. Panels will not only take care of your sound issues, but can add extra flair and style to the interior stage.*

AV Cabinet/Built-In - Audio/Visual cabinet with (6) angled shelves, electric receptacle, cabinet light, door with locking stainless steel 'D' ring handle, welded .090 aluminum construction painted to match stage interior, 72" H x 36" W x 24" D.....

51110 \$5,398

Drum Riser - Provides height for drummers who want to rise above the crowd. Sturdy, lightweight and compact. Kit consists of (2) 4' x 8' sections with 6" legs.....

90449 \$2,654

Options

Transport

Spare Tire - Full size spare tire and wheel match the vehicle's original tire dimensions w/Mount Bracket.

TIR2002 \$784

5th Wheel Gooseneck Hitch - has a king pin funnel plate adapter to connect with king pin of truck.

51111 \$5,143

Gooseneck Coupler Hitch - has a hitch ball adapter to connect with the truck ball coupler.

70104 \$5,143

Air-ride suspension - Provides smooth tow quality. Upgrading replaces conventional steel springs to Air Ride Suspension you can achieve increased comfort and load capacity simultaneously. Model: HT190U/HS190U. Capacity 20,000 lbs (9,000kg).....

12115 \$31,342



PO Box C Sellersburg, IN 47172 USA

GSA & CMAS

Prices and specifications are subject to change without notice

Jenn Garcia

From: TrackingUpdates@fedex.com
Sent: Thursday, January 5, 2023 10:43 AM
To: Jenn Garcia
Subject: FedEx Shipment 770943690659: Your package has been delivered



Hi. Your package was delivered Thu, 01/05/2023 at 10:21am.



Delivered to 202 E MAIN ST, DUNDEE, FL 33838
Received by J.JENN

OBTAIN PROOF OF DELIVERY

TRACKING NUMBER [770943690659](#)

FROM Michelle McRae
299 PRATHER LANE
SELLERSBURG, IN, US, 47172

TO Town of Dundee
Jenn Garcia

202 East Main Street
DUNDEE, FL, US, 33838

REFERENCE RFP 22-06 Mobile Stage

SHIPPER REFERENCE RFP 22-06 Mobile Stage

SHIP DATE Wed 1/04/2023 07:32 PM

DELIVERED TO Receptionist/Front Desk

PACKAGING TYPE FedEx Envelope

ORIGIN SELLERSBURG, IN, US, 47172

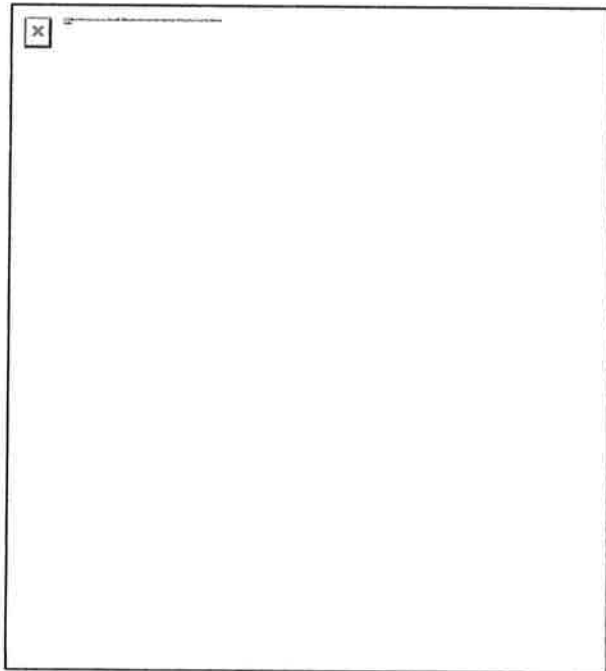
DESTINATION DUNDEE, FL, US, 33838

SPECIAL HANDLING Deliver Weekday
ASR

NUMBER OF PIECES 1

TOTAL SHIPMENT WEIGHT 0.50 LB

SERVICE TYPE FedEx First Overnight



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Create shipments, receive tracking alerts, redirect packages to a FedEx retail location for pickup, and more from the palm of your hand
- **Download now.**





TOWN COMMISSION MEETING

January 10, 2023

AGENDA ITEM TITLE: DISUSSION AND ACTION, GARBAGE CART PURCHASE

SUBJECT: The Town Commission will consider approval of the purchase of garbage carts for the sanitation department.

STAFF ANALYSIS: Town staff has received 3 quotes for garbage carts for the sanitation department.

Vendor Name	Quoted Amount
Cascade Cart Solutions	\$10,915.36
Toter.com	\$9787.00
Rehrig Pacific Company	\$12,920.00

Cascade Solutions is the most economical that matches the current design of the Town's sanitation carts.

FISCAL IMPACT: \$10,915.36

STAFF RECOMMENDATION: Approval of the purchase of sanitation cans from Cascade Solutions for the quoted amount of \$10,915.36.

ATTACHMENTS: Sanitation Price Quote Sheets

TOWN OF DUNDEE
PRICE QUOTE SHEET



DATE: 12/20/2022

DEPARTMENT: SANITATION DEPARTMENT

NAME OF PERSON SECURING THE QUOTE: JOHN VICE

GENERAL DESCRIPTION OF ITEM: 144 REGULAR GREEN 96GALLON GARABGE CARTS

Vendor Selected:

VENDOR #1

COMPANY NAME: CASCADE CART SOLUTIONS

CONTACT NUMBER: 540-623-0511

NAME OF REPRESENTATIVE: CLIFF

PRICE: \$10915.36

SHIPPING: INCLUDED

COMMENTS: 144 REGULAR GREEN 96GALLON GARBAGE CARTS

Vendor Selected:

VENDOR #2

COMPANY NAME: TOTER.COM

CONTACT NUMBER: 800-424-0422

NAME OF REPRESENTATIVE: BRITTANY

PRICE: \$9787.00

SHIPPING: INCLUDED

COMMENTS: 144 REGULAR GREEN 96 GALLON GARBAGE CARTS

Vendor Selected:

VENDOR #3

COMPANY NAME: REHRIG PACIFIC COMPANY

CONTACT NUMBER: 386-265-8078

NAME OF REPRESENTATIVE: RODRIGO

PRICE: \$12920.00

SHIPPING: INCLUDED

COMMENTS: 144 95 GALLON REGULAR GREEN GARBAGE CARTS

DEPARTMENT DIRECTOR/SUPERVISOR: *Johnathan Vice*

DATE: 12/20/2022

FINANCE DIRECTOR APPROVAL: *[Signature]*

DATE: 12/20/22

TOWN MANAGER APPROVAL: *[Signature]*

DATE: 12/20/22

ADDITIONAL COMMENTS: Cascade carries the towns cans in stock as the cheapest vendor

Toter doesn't make the same design as we currently use

SOLE SOURCE JUSTIFICATION:



December 20th, 2022

QUOTE PREPARED FOR	SHIP TO
Johnathon Vice Town of Dundee 1500 race road Dundee fla 33838	1500 race road Dundee fla 33838

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
96-Gallon Trash Cart (90337-9STKNM) CART 96 GRN/NO LOGO/LID GRN	144	\$58.44	\$8,415.36
Subtotal			\$8,415.36
Sales Tax (if applicable on Product)			\$0.00
Freight			\$2,500.00
Sales Tax (if applicable on Freight)			\$0.00
Total			\$10,915.36

DETAILS

Freight: \$2500 FF
 Wheel Size: 10"
 Lead time: 6 weeks
 Payment Terms: NET45
 Warranty: 10 year Non-Prorated
 Quote Valid Until: 1/1/23
 All applicable taxes to be paid by buyer unless tax exemption certificate is provided.

PRESENTED BY	ACCEPTED BY	
Cliff Conway - Sales Account Specialist Cascade Engineering, Inc. 4950 37th Street SE Grand Rapids, MI 49512 (540)-623-0511 (cell) (616) 975-4902 (fax) cliff.conway@cascadeng.com Please return acceptance to email above.	Sign Name	Date
	Print Name & Title	Phone



841 Meacham Rd, Statesville, NC, 28677
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10256720

Item 8.

Sell To:

Contact Name	Johnathon Vice	Ship To Name	Town of Dundee
Bill To Name	Town of Dundee	Ship To	1500 Race Rd
Bill To	PO Box 1000 Dundee, FL 33838-1000 USA		Dundee, FL 33838 USA
Email	jvice@townofdundee.com		
Phone	(863) 514-6636		

Quote Information

Salesperson	Brittany Taylor	Created Date	12/13/2022
Salesperson Email	btaylor@wastequip.com	Expiration Date	12/28/2022
		Quote Number	WQ-10256720
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (940) Green ---Lid Color - (940) Green ---Body Hot Stamp on Both Sides (New) in (Not provided) ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	144.00	\$57.50	\$8,280.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$8,280.00
Shipping Terms	FOB Origin	Shipping	\$1,507.00
		Tax	\$0.00
		Grand Total	\$9,787.00

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.



TOWN COMMISSION MEETING

January 10, 2023

AGENDA ITEM TITLE:	DISCUSSION & ACTION, FEMA FUNDING AGREEMENT
SUBJECT:	The Town Commission will consider approval of FEMA Funding Grant Agreement from the Hurricane Ian Damages
STAFF ANALYSIS:	<p>Town of Dundee suffered damages to our Police Substation, Fire Department, Development Services Building, Community Center, Lake Menzie Park Shelter as two fenced lift stations.</p> <p>The insurance company has provided a payment for the said damages due to the storm with deductions.</p> <p>FEMA will assist with these damages as well as forced labor cost that kept the Town operational during the storm- to include debris removal and equipment services.</p>
FISCAL IMPACT:	No Fiscal Impact
STAFF RECOMMENDATION:	Approval of the FEMA Funding Agreement.
ATTACHMENTS:	<p>FEMA Funding Agreement</p> <p>Subgrant Agreement Applicant Instructions</p> <p>Risk Assessment Questionnaire</p> <p>Vendor Registration Instruction</p> <p>PGCS insurance claim payment</p>

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4673 - Hurricane Ian

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Dundee, Town Of

Subrecipient's unique entity identifier: _____

Federal Award Date: 9/30/2022

Subaward Period of Performance Start and End Date (Cat A-B): Sep 23, 2022- Mar 29, 2023

Subaward Period of Performance Start and End Date (Cat C-G): Sep 23, 2022- Mar 29, 2024

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient
by the pass-through entity to include this Agreement: _____

Total Amount of the Federal Award committed to the Subrecipient
by the pass-through entity: _____

Federal award project description (see Federal Funding
Accountability and Transparency Act (FFATA): Grant for communities to respond to and
recover from major disasters or
emergencies and for limited mitigation
measures.

Name of Federal awarding agency: Department of Homeland Security (DHS)
Federal Emergency Management Agency
(FEMA)

Name of pass-through entity: Florida Division of Emergency
Management (FDEM)

Contact information for the pass-through entity: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number): 97.036

Assistance Listing Program Title (Formerly CFDA program Title): Dundee, Town Of

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Dundee, Town Of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to a Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Jennifer Stallings
 Title Grant Program Manager
 Bureau of Recovery
 Address: Florida Division of Emergency Management
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
 Telephone: (850) 815-4408
 Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: _____
 Address: _____

Telephone: _____

Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division’s Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of “Division of Emergency Management,” and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State’s record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which fe

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Dundee, Town Of

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Governor's Authorized Representative
Date: _____

Attachment A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____
Signature
Name and Title
105 Center Street
Street Address
Dundee, FL, 33838
City, State, Zip
Date

Dundee, Town Of
Subrecipient's Name
Z3517
DEM Contract Number

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Dundee, Town Of

Box 1: Authorized Agent (Full Access)

Box 2: Primary Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 3: Alternate Contact (Full Access)

Box 4: Other-Finance/Point of Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Box 6: Other-Environmental-Historic (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Dundee, Town Of **Date:**

Box 7: Other (Read Only Access)	Box 8: Other (Read Only Access)
--	--

Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Box 9: Other (Read Only Access)	Box 10: Other (Read Only Access)
--	---

Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Box 11: Other (Read Only Access)	Box 12: Other (Read Only Access)
---	---

Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000309

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 105-18550-00

**Attachment C
Certification Regarding Lobbying**

APPENDIX A. 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

Date



Federally-Funded Subgrant Agreement – Applicant Instructions

Each Applicant must return the signed funding agreement via email to the assigned Grant Manager. The Applicant must also upload a signed copy of the funding agreement in FloridaPA.org under the Sub-grant Agreement module. The following sections and attachments must be completed in order to fully execute the funding agreement:

1. Subgrant Agreement
 - a. Subrecipient's unique entity identifier (UEI):
 - i. Fill out your UEI. Go to Sam.gov to obtain it. More information on the Vendor Registration Instructions
 - b. Item (3) CONTACT – Section c.
 - i. Fill out the point of contact for any necessary future discussions regarding the contract
 - ii. Contact does not have to be the authorized signor
 - c. Signature page
 - i. Fill out the following information:
 1. By – Original Signature of the Authorized Agent
 2. Name and Title – Printed name and title of the Authorized Agent
 3. Date – Date of contract signage
 - ii. **The agreement must be signed by the Authorized Agent of the entity (see Appendix 1 for further instruction on Authorized Agents)**
2. Attachment A: Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - a. The Applicant must certify that any contractor working on a project has not been suspended or debarred. The Applicant should refer to SAM.gov for certification.
NOTE:
 - i. Mutual aid is not considered a sub-contractor.
3. Attachment B: System Access
 - a. At least 2 contacts must be filled out completely
 - i. The Authorized Agent (Box 1) **must be the same as the person signing the agreement.**
 - ii. The other contact may be in any other box.
 - iii. Each contact listed must fill out the following:
 1. Agent's Name
 2. Signature
 3. Organization/Official Position
 4. Mailing Address
 5. City, State, Zip
 6. Daytime Telephone
 7. E-mail Address
 - b. Signature for 'Subgrantee Authorized Agent Signature' (bottom of page) must be the person from Box 1– the Authorized Agent
 - c. Complete the following:
 - i. Sub-Grantee's Fiscal Year (FY) Start:
 - ii. Sub-Grantee's Federal Employer's Identification Number (EIN):
 - iii. Sub-Grantee's: FIPS Number (found on FLPA)



- 4. Attachment C: Certification Regarding Lobbying
 - a. Authorized Agent fill out the following information:
 - 1. Subrecipient's name
 - 2. Signature of the Authorized Agent
 - 3. Name and Title
 - 4. Date

Appendix 1

Included below is a list of possible positions within your organization that might be appropriate to act as Authorized Agent. If your organization does not include these positions FDEM would request a copy of your organization chart to help us identify your organizational structure and ensure the correct signatories are accepted on official documents.

If the subgrant agreement or other documents provided to FDEM are not signed by the lead authority within your organization then you must provide proof of delegation of authority to a different individual within your entity. This delegation of authority letter must contain the following:

- a. A formal letterhead of the city, county, tribe, PNP etc.
- b. Language indicating the delegation of authority to new employee from the organizations formal authorized agent.
- c. Include a citation of the entity's internal policy that grants delegation authority, describes the process and any limitations on the actions of those delegated.

The delegation letter must be submitted with the signed agreement and uploaded to FloridaPA in the Sub-grant Agreement module.

List of Possible Authorized Agents:

- State Agencies:
 - Secretary
 - Director of the Agency
- County:
 - Chair of the Board of Commissioners
- City:
 - Mayor
- Indian Tribe:
 - Chief
 - President
- Police Department:
 - Chief of Police
- Sheriff's Office:
 - Sheriff



- School Board:
 - Superintendent
- Charter School:
 - Chair of the Board of Directors
- Institution of Higher Education:
 - President of the Institution
- Water Management District:
 - Chair
- Fire District:
 - District Chief
- Special District:
 - Executive Director
- Non-Profit:
 - Chair of the Board
 - Principal Officer
- Corporation:
 - Chair of the Board of Directors
 - President / CEO



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Item 9.

Per 2 CFR § 200.331, the Recovery Bureau Compliance Unit is required to monitor Subrecipients of Public Assistance funds using a risk-based approach to ensure Subrecipients comply with all financial, administrative and programmatic requirements. To determine the necessary type and level of Subrecipient monitoring, the Compliance Unit must first conduct a Risk Assessment.

Please fill out the enclosed questionnaire to assist the Compliance Unit in understanding Subrecipient's prior experience and current grants management structure. This questionnaire must be completed prior to execution of the Subgrant Agreement.

Instructions:

Select the most accurate answer for each question and provide additional information in the comment sections, if necessary. Return the completed Risk Assessment Questionnaire with the Subgrant Agreement package.

For questions regarding the Subrecipient Monitoring Program or assistance completing the questionnaire, please contact the Compliance Unit via email at fdem-pa-compliance@em.myflorida.com.



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Item 9.

Declaration Number: _____

Subrecipient Name (Entity): _____

Fiscal Year End Date: _____

Risk Assessment Completed by: _____ Date: _____

1. Has this entity ever been suspended or debarred?

- A. No, this entity has not been suspended or debarred within the last 10 years.
- B. Yes, this entity has been suspended or debarred in the last 4-10 years.
- C. Yes, this entity is currently or has been suspended or debarred within the last 3 years.

Comments:

2. Has this entity been ever been awarded Federal funding?

- A. Yes, the entity has been awarded Federal funding for at least 5 out of the last 10 years.
- B. Yes, the entity has been awarded Federal funding for 2-4 out of the last 10 years.
- C. No, the entity does not have any experience with a Federal Grants program or has only been awarded Federal funding for 1 year or less out of the last 10 years.

Comments:

3. Has this entity been awarded Public Assistance funding within the last 10 years?

- A. Yes, this entity has been awarded Public Assistance funding for 2 or more events.
- B. Yes, this entity has been awarded Public Assistance funding for 1 event.
- C. No, this entity has not been awarded Public Assistance funding.

Comments:



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Item 9.

4. Does this entity have experience with projects in the Public Assistance Program within the last 10 years?(choose all that apply)
- A. Yes, obligated large projects.
 - B. Yes, obligated small projects.
 - C. No.

Comments:

5. Was a Federal Single Audit required and performed for this entity's most recent fiscal year?
- A. Yes.
 - B. No, but this entity has been audited by an independent auditor yearly for the last 3 years.
 - C. No, this entity has not been audited yearly for the last 3 years.

Comments:

6. Has there been turnover within the last year of key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer)?
- A. No.
 - B. Yes, there has been turnover in one (1) Key Personnel position.
 - C. Yes, there has been turnover in more than one (1) Key Personnel position.

Comments:



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Item 9.

7. Do key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer) have experience with Federal Grants Programs?

- A. Yes, all key personnel have at least one(1) year of experience with Federal Grants Programs.
- B. One (1) key personnel does not have at least 1 year of experience with Federal Grants Programs.
- C. Two (2) or more key personnel do not have at least 1 year of experience with Federal Grants Programs.

Comments:

8. Is this entity's accounting system automated (e.g. QuickBooks, Sage) AND can track the revenues and expenditures of program funds separately for each project?

- A. Yes.
- B. No. The entity's accounting system is manual, but can track the revenues and expenditures of program funds separately for each project.
- C. No, the entity's accounting system is unable to track the revenues and expenditures of program funds separately for each project.

Comments:

9. Written Policies and Procedures

This entity has written policies and/or procedures addressing (choose all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Accounting | <input type="checkbox"/> Ethics |
| <input type="checkbox"/> Conflict of Interest | <input type="checkbox"/> Inventory, Property, and |
| <input type="checkbox"/> Internal Controls | <input type="checkbox"/> Equipment Records Retention |
| <input type="checkbox"/> Procurement | |
| <input type="checkbox"/> Timekeeping and Payroll | |

Comments:



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Item 9.

10. Anticipated Project Amounts by Category of Work: (if known)

Category A: \$ _____

Category B: \$ _____

Category C: \$ _____

Category D: \$ _____

Category E: \$ _____

Category F: \$ _____

Category G: \$ _____

Category Z: \$ _____

For FDEM Use Only

FDEM Comments:

Risk Assessment Reviewed by: _____ Date: _____

Preliminary Result:

Risk Rating:

0



Attachment 4: Vendor Registration Instructions

Before executing a contract for Public Assistance, the applicant must register as a vendor with the State of Florida. Please complete the following registrations in their entirety. Not completing all registrations can delay the Public Assistance payment process. If you have any issues, you must contact that registration's authority for assistance.

1: Unique Entity Identifier (UEI)

Website:

<https://sam.gov/content/home> **FAQ:**

[FSD](#)

On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). The Unique Entity ID (UEID) is a 12-character alphanumeric ID assigned to an entity by SAM.gov. As part of this transition, the DUNS Number has been removed from SAM.gov. All sub-awardees should get their Unique Entity ID (SAM) at SAM.gov now. Sub-awardees do not have to go through the full registration process to obtain a Unique Entity ID (SAM).

2: MyFloridaMarketPlace (MFMP) Vendor Information Portal – Vendor Registration

Website: <https://vendor.myfloridamarketplace.com>

Phone: 866-352-3776

Email: vendorhelp@myfloridamarketplace.com

An online registration to become a vendor with the State of Florida. Vendors would also use MFMP to update and review their payment addresses and contact information. The vendor must accept the terms of MFMP for their account to become active. Once registration is complete, MFMP should direct vendors to the State of Florida Vendor Website to register their W-9.

3: State of Florida Vendor Website – Substitute Form W-9 Registration

Website: <https://flvendor.myfloridacfo.com>

Phone: (850) 413-5519

Email: FLW9@myfloridacfo.com

Paper W-9s are no longer accepted by the state, and must be submitted electronically by the vendor as a Substitute Form W-9 for tax purposes. Registration of a W-9 is a two-step process: registration and submitting the W9. When both steps are complete, DFS electronically verifies tax information with the IRS, which can take up to 4 business days. **Registrants should review the W-9 Website Training video and W-9 FAQs on the website before they register.**



Tips for the Vendor Website:

- Cannot be used on mobile devices such as smartphones or tablets.
- Works best in Internet Explorer 8 or newer. Will also work in Google or Firefox, however if one browser does not work, DFS will suggest they try another.
- If the vendor receives errors when trying to register, DFS will suggest they open a new window and **manually** type “flvendor.myfloridacfo.com”. DO NOT use pre-populated or saved links!
- Once a Taxpayer ID Number (TIN) has been submitted, it cannot be changed. If a vendor has entered an incorrect TIN, they will need to go back to Step 1, registering with the correct TIN. Everything else can be updated.

For any other issues, please contact the Vendor Management Section at the above phone number.

Optional: Department of Financial Services – Direct Deposit Section (EFT)

Website:

<https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>

Phone: (850) 413-5517 Email: directdeposit@myfloridacfo.com

There is currently no way to electronically register for direct deposit or electronic funds transfer (EFT) with the State of Florida. All payments are sent by paper warrant automatically. Registration for direct deposit can be a lengthy, manual process, they should begin as early as possible after they have registered on the above websites. Contact the Direct Deposit section for instructions on how to register, or to verify direct deposit status.

PGIT COMBINED CLAIMS ACCOUNT

Regions Bank

63-466
631

ADMINISTERED BY PREFERRED GOVERNMENTAL CLAIM SOLUTIONS
PO BOX 614004
ORLANDO FL 32861-40042

Claim Number: 398691

VOID AFTER 120 Days Item 9.

DATE	CHECK NO.
12/28/2022	439950
AMOUNT	
\$150,580.72	

PAY One Hundred Fifty Thousand Five Hundred Eighty and 72/100 Dollars****

TO THE ORDER OF
Dundee, Town Of
PO Box 1000
Dundee, FL 33838-1000

Amber Wilson
JA

⑈0000439950⑈ ⑆063104668⑆ 0039462714⑈

Please cash or deposit the above check as soon as possible and retain this portion for your records

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Catastrophic Property Loss Claim Number: 398691 Claimant: Dundee, Town Of Payee: Dundee, Town Of Check Number: 439950 Total Check Amt: \$150,580.72 Event Date: 9/28/2022 Department: Dundee Dundee, Town Of Adjuster Name: Lianna Crosby Adjuster Phone #: (321) 832-1445 Event Number: EV2022383347 Control Number: 7923948 Memo: Unit 035				\$0.00	\$64,651.53
Catastrophic Property Loss Claim Number: 410321 Claimant: Dundee, Town Of Payee: Dundee, Town Of Check Number: 439950 Total Check Amt: \$150,580.72 Event Date: 9/28/2022 Department: Dundee Dundee Adjuster Name: Lianna Crosby Adjuster Phone #: (321) 832-1445 Event Number: EV2022383347 Control Number: 7923949 Memo: Unit 008				\$0.00	\$1,242.70
Catastrophic Property Loss Claim Number: 410320 Claimant: Dundee, Town Of Payee: Dundee, Town Of Check Number: 439950 Total Check Amt: \$150,580.72 Event Date: 9/28/2022 Department: Dundee Dundee Adjuster Name: Lianna Crosby Adjuster Phone #: (321) 832-1445 Event Number: EV2022383347 Control Number: 7923950 Memo: Unit 043				\$0.00	\$73,566.14
Catastrophic Property Loss Claim Number: 410322 Claimant: Dundee, Town Of Payee: Dundee, Town Of Check Number: 439950 Total Check Amt: \$150,580.72 Event Date: 9/28/2022 Department: Dundee Dundee Adjuster Name: Lianna Crosby Adjuster Phone #: (321) 832-1445 Event Number: EV2022383347 Control Number: 7923951 Memo: Unit 012				\$0.00	\$2,187.59
Catastrophic Property Loss Claim Number: 410325 Claimant: Dundee, Town Of Payee: Dundee, Town Of Check Number: 439950 Total Check Amt: \$150,580.72 Event Date: 9/28/2022 Department: Dundee Dundee Adjuster Name: Lianna Crosby Adjuster Phone #: (321) 832-1445 Event Number: EV2022383347 Control Number: 7923952 Memo: Unit 027				\$0.00	\$8,932.76



PRELIMINARY DEDUCTIBLE AND DAMAGES SCHEDULE

Insured: Preferred-Town of Dundee
Location of Loss: Multiple
Nature of Loss: Hurricane Ian - CAT 61
Date of Loss: September 28, 2022
Policy Number: PK FL1 0592004 21-12
Our File Number: 1000380013

Reference No.	Policy Schedule No.	Location	TVL Bldg and Contents Combined	% Deductible	Calculated Deductible	Estimate of Damages (RCV)	Depreciation	Calculated Loss - Less Deductible and Depreciation	Comments
1		Lift Station #3 - Lindon Ave, 107 8 Lincoln Ave, Dundee, FL 33838 Lift Station #4 - Yisa Del Lago, 1400 Belia Yisa Ct, Dundee, FL 12 33838	\$ 140,200.00	2%	\$ (2,804.00)	\$ 4,046.70	\$ -	\$ -	1,242.70 Per EWM Estimate
2		Picnic Shelter, Lake Merzie Blvd, 27 Dundee, FL 33838	\$ 104,300.00	2%	\$ (2,086.00)	\$ 4,273.59	\$ -	\$ -	2,187.59 Per EWM Estimate
3		Community Center, 603 Main Street, 35 Dundee, FL 33838	\$ 21,300.00	2%	\$ (426.00)	\$ 9,358.76	\$ -	\$ -	8,932.76 Per EWM Estimate
4		Sheriff Department Station, 135-141 43 Main Street, Dundee, FL 33838	\$ 1,095,000.00	2%	\$ (21,900.00)	\$ 8,651.53	\$ -	\$ -	64,551.53 Per EWM Estimate
5		Fire Station/Public Safety, US Center 51 Street, Dundee, FL 33838	\$ 812,200.00	2%	\$ (16,244.00)	\$ 8,981.04	\$ -	\$ -	73,566.14 Per EWM Estimate
6		Building Department, 124 Dundee 82 Rd, Dundee, FL 33838	\$ 1,127,700.00	2%	\$ (22,554.00)	\$ 1,9373.87	\$ -	\$ -	Below Deductible Per EWM Estimate
7		TOTALS	\$ 450,000.00	2%	\$ (9,000.00)	\$ 504.89	\$ -	\$ -	Below Deductible Per EWM Estimate
						\$213,919.48			\$150,580.72



TOWN COMMISSION MEETING

January 10, 2023

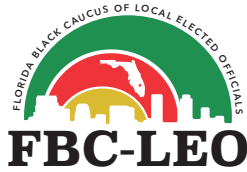
AGENDA ITEM TITLE:	DISCUSSION & ACTION, HURRICANE IAN EMERGENCY REPAIRS
SUBJECT:	The Town Commission will consider authorizing the Town Manager to take all necessary actions regarding facilitating emergency repairs arising from Hurricane Ian.
STAFF ANALYSIS:	Town of Dundee suffered damages to our Police Substation, Fire Department, and Community Center pertaining to contracting repairs.
FISCAL IMPACT:	Unknown at this time
STAFF RECOMMENDATION:	Authorize the Town Manager to take all necessary actions relating to the repair of the Town facilities that were damaged during Hurricane Ian.
ATTACHMENTS:	



TOWN COMMISSION MEETING

January 10, 2023

AGENDA ITEM TITLE:	DISCUSSION & ACTION, 2023 FBC-LEO ANNUAL CONFERENCE
SUBJECT:	The Town Commission will consider approval of registration for Vice Mayor Mary Richardson to attend 2023 FBC-LEO Conference.
STAFF ANALYSIS:	<p>Vice Mayor Mary Richardson is requesting to attend the FBC-LEO Conference on Thursday and Friday March 2-3, 2023.</p> <p>The cost breakdown for this conference is as follows:</p> <ul style="list-style-type: none">• Full Registration cost is \$200.00 which includes a President's Dinner on Thursday night and Friday lunch.• The hotel accommodations are \$169.00 per night.• Milage and meal per diem
FISCAL IMPACT:	Range \$538.00 – \$707.00 (not to include milage and meals that are not included in registration).
STAFF RECOMMENDATION:	Pleasure of the Commission.
ATTACHMENTS:	2023 FBC-LEO Annual Conference Flyer



2023 FBC-LEO Annual Conference

MARCH 2-3, 2023 • EMBASSY SUITES LAKE BUENA VISTA SOUTH • KISSIMMEE, FL

REGISTRATION INFORMATION

CONFERENCE REGISTRATION

Deadline: February 16, 2023

HOTEL REGISTRATION

Deadline: February 8, 2023 (space is limited)

Paid registration is required to receive housing information, so sign up early!

BE PART OF THE FBC-LEO ANNUAL CONFERENCE!

The Florida Black Caucus of Local Elected Officials (FBC-LEO) is a nonpartisan network of local elected officials advocating positions and programs that benefit municipal government. FBC-LEO provides a forum to implement ideas to better communities and promote harmony and cooperation among its members and stakeholders. This diverse, minority-driven organization encourages educational and issue-sharing opportunities among its more than 100 members.

REGISTRATION AND HOUSING COSTS:

- **Registration (members and nonmembers): \$200.00** (\$50.00 registration fee increase after February 16, 2023). The registration fee covers admission to all conference sessions, two networking luncheons, Thursday's President's Dinner and Friday's Lunch and Learn off-site tour. *No official activities are scheduled for guests or spouses.* NOTE: Registration for member or nonmember is defined as any elected government official or any government employee.
- **Registration (nongovernment): \$250.00** (\$50.00 registration fee increase after

February 16, 2023). The registration fee covers admission to all conference sessions, two networking luncheons, Thursday's President's Dinner and Friday's Lunch and Learn off-site tour. *No official activities are scheduled for guests or spouses.*

- **Conference Housing Information:** The 2023 FBC-LEO Annual Conference will be held at the Embassy Suites by Hilton Orlando Lake Buena Vista South in Kissimmee. Rooms are available at the conference rate of **\$169.00+** per night, single or double. **Telephone reservations will not be accepted by the hotel at this time.** You will receive reservation information with your registration confirmation.

ONLINE REGISTRATION – CREDIT CARD ONLY

Click here to register online and pay with a credit card. FBC-LEO accepts Visa, Mastercard and American Express.

MAIL REGISTRATION – CHECKS ONLY

Complete the FBC-LEO Annual Conference Registration Form on page 3 if paying by check (make check payable to FBC-LEO). Mail the registration form to the FBC-LEO Annual Conference, P.O. Box 1757, Tallahassee, FL 32303, by **February 16, 2023.**

QUESTIONS

Contact Heidi Hogarth, Meeting Planner, hhogarth@flcities.com or 850.701.3605 if you have questions about the conference.

2023 FBC-LEO ANNUAL CONFERENCE SCHEDULE

(subject to change)

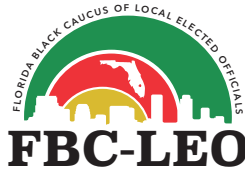
For session descriptions and speakers, visit fbcleo.org.

THURSDAY, MARCH 2, 2023

- 9:00 a.m. - 5:00 p.m. **Registration Open**
- 10:00 a.m. - 10:30 a.m. **Opening Address and Welcome**
- 10:30 a.m. - 11:00 a.m. **Opening Keynote Address**
Speaker: *Wayne Messam*, President, Florida League of Mayors, and Mayor, City of Miramar
- 11:00 a.m. - 11:45 a.m. **Grassroots Advocacy: Effective Persuasion for Community Impact**
Speaker: *Scott Dudley*, Director, Field Advocacy and Federal Affairs, Florida League of Cities
- 12:00 p.m. - 1:30 p.m. **Networking Luncheon**
Speaker: *Deric Feacher*, City Manager, City of Daytona Beach
- 1:30 p.m. - 3:00 p.m. **Finding Funds: A Guide to the Grant-Writing Process**
Speaker: *Lisa King*, Florida Funding Resources Manager, Half Associates
- 3:15 p.m. - 4:15 p.m. **Sustainability**
Speakers: *Michael Dexter*, Manager, Southeast Sustainable Recovery Center; *Ann Livingston*, State Policy Program Director, Southeast Sustainable Recovery Center
- 4:30 p.m. - 5:30 p.m. **Intra-Organizational Methods to Address the Affordable Housing Crisis**
Speaker: *Frank Wells*, President & Chief Impact Officer, Bright Community Trust
- 7:00 p.m. - 10:00 p.m. **President's Dinner**

FRIDAY, MARCH 3, 2023

- 8:00 a.m. - 12:00 p.m. **Registration Open**
- 9:00 a.m. - 10:30 a.m. **Proper Conduct during Public Meetings**
Speaker: *Scott Paine, Ph.D.*, Professor Emeritus, FLC University
- 10:30 a.m. - 11:00 a.m. **2023 Legislative Preview**
Speaker: *Jeff Branch*, Liaison, FBC-LEO, and Senior Legislative Advocate, Florida League of Cities
- 11:15 a.m. - 12:15 p.m. **Closing Keynote Address: The Role of Data in Building an Equitable Social Infrastructure**
Speaker: *Rick Whitted*, President and Chief Executive Officer, U.S. Hunger
- 12:15 p.m. - 2:00 p.m. **Lunch and Learn Field Trip: Kissimmee City Hall with a Demonstration of the City's Innovative Underground Refuse System** (included with registration fee)
- 2:00 p.m. **Conference Adjourns**



2023 FBC-LEO Annual Conference

MARCH 2-3, 2023 • EMBASSY SUITES LAKE BUENA VISTA SOUTH • KISSIMMEE, FL

REGISTRATION FORM

Paying by credit card (Visa, Mastercard or American Express): [Click here](#) to register.

Paying by check: Return this completed form with check payment to Florida Black Caucus of Local Elected Officials, P.O. Box 1757, Tallahassee, FL 32302-1757. Complete one form per registration.

Registration deadline: February 16, 2023. After February 16, 2023, any on-site registrations are subject to a \$50.00 fee increase.

Special needs: If you require special services or have dietary needs, please attach a written description to your registration form.

Cancellation policy: To receive a refund,

cancellations must be submitted in writing and received by 5:00 p.m. on February 16, 2023. Please email cancellation requests to hhogarth@flcities.com. Refunds will be issued after the conference minus a \$50.00 administrative fee. There will be no refunds for cancellations or "no-shows" after February 16, 2023.

Registration fees: (additional \$50.00 fee after February 16, 2023): The registration fee covers admission to all conference sessions, two networking luncheons, Thursday's President's Dinner and Friday's Lunch and Learn off-site tour. *No official activities are scheduled for guests or spouses.* NOTE: Registration for member or nonmember is defined as any elected government official or any government employee.

First Name: _____

____ Last Name: _____

Nickname for Badge: _____ Title: _____

Phone: _____ Email Address for Confirmation: _____

REGISTRATION TYPE	MEMBER	NONMEMBER	NONGOVERNMENT	TOTAL
Full Registration (March 2-3, 2023)	\$200.00	\$200.00	\$250.00	
Extra Dinner Ticket (March 2, 2023)	\$75.00	\$75.00	\$75.00	
Provide name for dinner ticket:				
TOTAL	\$			