TOWN COMMISSION MEETING AGENDA

October 28, 2025, at 6:30 PM

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

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

CALL TO ORDER

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)

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

1. **LETTER OF CIVILITY**

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

2. **MINUTES**

   A. October 14, 2025, Town Commission Meeting

3. **AGREEMENTS**

   A. Revize Web Services

DISCUSSIONS, PROCLAMATIONS, AND PRESENTATIONS

4. **CPP EAST US 27 TO US 17/92 SELECTED CORRIDOR**

5. **VETERANS DAY 2025 PROCLAMATION**

6. **COMMITTED CITIZENS OF DUNDEE-FL PRESENTATION**

APPROVAL OF AGENDA

NEW BUSINESS

1. **DISCUSSION & ACTION, ORDINANCE 25-03 MUNICIPAL ELECTION DATE CHANGE**

2. **DISCUSSION & ACTION, RESOLUTION 25-39 LAKE MABEL LOOP MAINTENANCE BOND RELEASE**

3. **DISCUSSION & ACTION, RESOLUTION 25-42 FIRE TRUCK PURCHASE**

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Town Manager

Department Updates

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 of Dundee

TOWN CLERK

◆202 East Main Street ◆ P.O. Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330

Dear Town of Dundee Resident:

Welcome to the Town of Dundee. We are truly delighted to have you with us and sincerely appreciate your interest in our vibrant community. Your thoughts and participation are invaluable.

The Town Commission invites you to help us create meetings that are not only successful but also productive as we collectively navigate our legislative processes.

To ensure that every voice is heard, public comments are limited to three (3) minutes per person. In the event of multiple speakers, you may be kindly asked to shorten your remarks.

We encourage you to consider whether your question or comment has already been addressed, as this will help us make the most of our time together.

Public Comment cards are readily available and should be submitted to the Town clerk before the meeting begins. When you take the floor, please share your name and address for the record; and, in order to provide an opportunity for all members of the delegation to participate in the meeting, please also be mindful of the time limitations applicable for all public comment(s).

In the agenda for this public meeting, the section titled **"Delegation and Comments"** provides an opportunity for all members of the delegation to speak on any matter which may or may not be agendized for consideration and/or discussion. In order to allow meaningful participation in the democratic process, please acknowledge and adhere to the Town's "Pledge of Civility" in order to foster a respectful atmosphere. The Town Commission will not tolerate abusive language, threats, and/or any inappropriate conduct which includes, but shall not be limited to, inappropriate outbursts or addressing the commission out of turn.

These guidelines are crafted to help us govern efficiently and facilitate an orderly meeting. We genuinely hope you have a rewarding experience with your Town government.

Thank you once again for joining us!

Warm regards,

Mayor Sam Pennant

TOWN COMMISSION MEETING

October 28, 2025, at 6:30 PM

AGENDA ITEM TITLE: Approval of the Commission Consent Agenda

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

STAFF ANALYSIS: The consent agenda for the meeting of September 29, 2025, contains the following:

A. MINUTES
   1. October 14, 2025, Town Commission Meeting

B. AGREEMENTS
   1. Revize Web Services Agreement with Amendment

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: October 14, 2025 Town Commission Meeting Minutes
Revize Web Services Agreement with Amendment
Revize Web Services Amendment

TOWN COMMISSION MEETING MINUTES

October 14, 2025, at 6:30 PM

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

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

CALL TO ORDER at 6:30 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION led by Mayor Pennant

RECOGNITION OF SERGEANT AT ARMS Sergeant Frese

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

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Commissioner Goddard

Commissioner Wilson

Commissioner Richardson

Vice-Mayor Quarles

Mayor Pennant

LETTER OF CIVILITY – Presented

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR OCTOBER 14, 2025

The minutes being reviewed include minutes from the following meetings:

Item A. Minutes

1. September 23, 2025, Town Commission Meeting
2. September 29, 2025, Town Commission Special Meeting

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

Commissioner Quarles moved to approve the minutes from September 23, 2025, regular meeting, and September 29, 2025, special meeting, seconded by Commissioner Richardson.

Voting in favor: Commissioner Goddard, Commissioner Wilson, Commissioner Richardsson, Vice Mayor Quarl
Mayor Pennant

The motion passed unanimously.

Item B. Agreements

1. CHA Scope of Work for as Needed Service Agreement
2. Resolution 25-37 with Exhibit A Respec **(This item was moved to # 3 of the agenda)**
   a. Respec Monthly Hydrologic Monitoring & Compliance Agreement
3. Christmas Tree Purchase

Item B. 2.a. was removed from the consent agenda and placed on the regular agenda.

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

Commissioner Wilson moved to approve the consent agenda with changes. The motion was seconded by Commissioner Goddard.

Voting in favor: Commissioner Goddard, Commissioner Richardsson, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

APPROVAL OF AGENDA

The following changes were made to the regular agenda.

1. Discussion item #1. Resolution 25-38 Finance Services from CLA was added to the agenda

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

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

Voting in favor: Commissioner Goddard, Commissioner Wilson, Commissioner Richardsson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

NEW BUSINESS

1. DISCUSSION & ACTION, RESOLUTION 25-38 FINANCE SERVICES FROM CLA

Attorney Claytor read the resolution into the record. Town Manager Cassel presented the analysis.

Circumstances require emergency action by the Town of Dundee management to ensure competent and adequate financial services to meet its FY 2024-2025 financial requirements and preserve its eligibility for certain state and federal funding opportunities.

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

A motion to approve Resolution 25-38 was made by Commissioner Goddard, seconded by Commissioner Wilson.

Voting in favor: Commissioner Goddard, Commissioner Wilson, Commissioner Richardsson, Vice Mayor Quarl
Mayor Pennant

The motion passed unanimously.

2. DISCUSSION & ACTION, 2025 HOLIDAY SCHEDULE.

Town Manager Cassel presented the analysis.

In previous years, there has traditionally only been one meeting in November and one in December due to the holidays. Our current schedule lists Commission meetings for November 11th, November 25th, December 9th, and December 23rd. Tuesday. November 11th is Veterans Day, and all town offices are closed. If there is a desire to keep the meetings scheduled for the fourth Tuesday of each month, an alternate date will need to be chosen.

Presented for the Town Commission's consideration is the following amended schedule:

1. November 18, 2025
2. December 9, 2025

The proposed amended schedule moves the November meeting to the third Tuesday due to the staff holiday on November 11th and keeps the December meeting on the second Tuesday. The Town Commission may select a different alternate date or cancel the fourth Tuesday meetings in November and December.

Mayor Pennant opened the floor for public comments; the following persons addressed the commission.

1. Michelle Thompson – asked for clarification on the meeting schedule.

Mayor Pennant closed the floor to delegations.

A motion to approve the 2025 Holiday Schedule was made by Commissioner Wilson, seconded by Commissioner Richardson.

Voting in favor: Commissioner Goddard, Commissioner Wilson, Commissioner Richardsson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

3. DISCUSSION & ACTION, RESOLUTION 25-37 RESPEC HYDROLOGIC MONITORING & COMPLIANCE AGREEMENT [THIS ITEM WAS PULLED FROM THE CONSENT AGENDA]

Attorney Claytor read the resolution into the record. Town Manager Cassel presented the analysis.

Mayor Pennant opened the floor for public comments; seeing none, the floor was closed.

A motion to approve Resolution 25-37 was made by Commissioner Goddard, seconded by Vice Mayor Quarles.

Voting in favor: Commissioner Goddard, Commissioner Wilson, Commissioner Richardsson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR
(Each speaker shall be limited to three (3) minutes)

Mayor Pennant opened the floor for delegations. The following persons spoke before the commission.

Ray Hunt – asked about the process of closing an easement.

Alethea Pugh – spoke about the evolving needs of the community, proper utilization of town resources, and proposed a new outreach model.

Sylvia Liriano – Stated she appreciated what Ms. Pugh did for her concerning her A/C, which she had been without since June. She said she appreciated Ms. Pugh and the Commission. She went on to speak about low-income programs for singles and seniors.

Drecextel Robinson – welcomed the new town manager and spoke about the 501c(3) (C.C.O.D.) Concerned Citizens of Dundee and their ongoing process to establish community programs such as Bingo night.

Bob Kempsen - spoke about the traffic on 8th St. from Dundee Elementary School, which backs up to his home. He asked who oversaw the traffic. A conversation ensued amongst the commission and staff concerning traffic concerns and possible ways to mitigate issues.

Michelle Thompson – spoke in support of Mr. Kempsen's concerns and proposed strategies to assist with the traffic issues. She went on to ask for a liaison to address the traffic issues on behalf of the residents

Sergeant Frese – stated he's addressed these issues with his colleagues; they are aware and are actively addressing concerns; however, it can be difficult.

Ray Hunt – suggested the field to the East of the school be made available, if owned by the school, for additional parking and pick-up. He further stated the request for a stop sign at 8th Street.

Mayor Pennant closed the floor for public comments.

REPORTS FROM OFFICERS

Town Manager – Town Manager Cassel addressed the community. I believe Dundee has opportunities, though they won't be cured overnight. With the right vision and support from its stakeholders, we can create a lot out of what we have. He said he would be working with Sgt. Frese and the School Board to figure out a way to address Mr. Kempsen's concerns. He went on to say that, it's his experience, by state statute, public schools are pretty much exempt from zoning and parking requirements. He announced, in December, that he plans to implement "coffee with the Manager" for questions, comments, updates, and transparency.

Commissioners

Commissioner Goddard thanked the community for their presence and ideas and for pushing forward to get things done. He thanked Sgt. Frese and the town manager for their ideas, he also thanked the town attorney, Assistant Town Manager Peterson, and all department heads.

Commissioner Wilson stated she can see the town moving forward in a positive direction. She thanked the department heads and staff for all they do and let Mr. Kempen know she understands his issues with the traffic on 8th Street.

Commissioner Richardson thanked everyone for coming out. She thanked Sgt. Frese, the residents, and staff for all they do. She went on to welcome back Town Clerk, Erica Anderson, and said she appreciates the new town manager

and has great confidence in his leadership abilities, and believes he is the answer for Dundee. She said she loo forward to working with him and thanked the town attorney.

Vice Mayor Quarles said he is enjoying working with the town manager and looks forward to it. He thanked everyone for coming out to participate in the legislative process. He said the commission is doing its best to alleviate some of the concerns and hardships of the community.

Mayor

Mayor Pennant thanked the community for coming out. He said, while the expectation for Mr. Cassel is very high, let's take time and try not to bombard him all at once. He welcomed back the town clerk and thanked Administrative Assistant Melissa Glogowski for her hard work and Nick for filling in with the Public Works Department. He further acknowledged Assistant Town Manager Lorraine Peterson, Utilities and Special Projects Director Tracy Mercer, and Fire Chief Joe Carbone.

ADJOURNMENT at 7:25 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

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Revize Web Services Sales Agreement

This Sales Agreement is between Town of Dundee, FL ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 09-02-25

CLIENT INFORMATION:		REVIZE LLC:
Client Name:	Dundee FL	Revize Software Systems
Client Address:	202 E Main St	150 Kirts Blvd., Suite B
Client Address 2:		Troy, MI 48084
Client City/State/Zip:	Dundee, FL 88340	248-269-9263
Contact Name:	Melissa Glogowski 863-438-8330 X258 mglogowski@townofdundee.com	
Billing Dept. Contact:	Melissa Glogowski 863-438-8330 X258 mglogowski@townofdundee.com	

Client Website Address: https://townofdundee.com/

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Quantity	Description	Price
1	Phase 1 – Project Planning and Analysis, Onetime fee:	$900
1	Phase 2 – Discovery & Design from scratch - One concept, three rounds of changes, home page and inner page designs and layout, includes Responsive Web Design. Onetime fee:	$2,250
1	Phase 3 & 4 – Revize Template Development - Set-up all CMS modules listed on the following page with I-framing or linking to any additional 3rd party web applications and CMS module updates. Onetime fee:	$3,800
1	Phase 5 – Quality Assurance Testing, Onetime fee:	$950
1	Phase 6 – Site map development/content reorganization and content migration from old website into new website including spell checking and style corrections – up to 400 web pages and documents (approximate amount on your website today). Onetime fee:	$0
1	Phase 7 – Content Editing/Administrator Training, one-day session, remote, Onetime fee:	$900
1	Phase 8 – Go Live, Onetime fee:	Included
1	Revize Annual Fee, pre-paid: Includes unlimited tech support, CMS software updates (up to 5 users), security software updates, and 24-hour website health monitoring. Website hosting on 4 redundant server farms included free of charge with SSL security certificate (10 GB storage space, 100 GB monthly bandwidth limit)	$2,000/yr.
	Build Fee & Year 1 Annual Fee Grand Total	**$10,800**
	Five Year Payment Plan: Annual Fee Due 10/01/25	**$3,760**

Terms:

1. Five-year agreement. Revize will provide a free redesign beginning in year 5 after 4 completed years of service.
2. Payments: All Invoices are due according to the due date on forthcoming invoice. All sent invoices will be due on a net 30 business day billing cycle.
3. Revize requires payments to be made according to the payment schedule listed on page 4.
4. All future payments are subject to annual appropriations approval from CLIENT.
5. Additional content migration, if requested, is available for $3 per web page or document.
6. Additional bandwidth is available at $360 per year for each additional 50GB per month.
7. This agreement is the only legal document governing this sale & the proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the state of Michigan.
8. Both parties must agree in writing to any changes or additions to this Sales Agreement.
9. The CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
    a. The primary communication tool for this project and future tech support is the Revize customer portal found at https://support.revize.com.
    b. During the project, the CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
    c. The CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
10. The CLIENT owns the design, content, and will receive software updates to the CMS for the life of the contract.
11. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
12. Revize expects to complete phase 7 (training) of this project within 18-24 weeks from the date of the project kickoff meeting. Upon completion of phase 7 it is the CLIENT's responsibility to decide when to go live with the website. The CLIENT's decision to delay go-live for any reason, unrelated to a functional defect making the site inoperable, does not constitute breach of contract on the part of Revize. The CLIENT understands that it is incumbent upon the CLIENT to respond to Revize requests in a timely manner. The CLIENT further understands that any timeline delays due to their lack of timely communication do not constitute a breach of contract on the part of Revize.

Enterprise Revize CMS License

As part of this agreement Revize Software Systems, LLC. will provide to the CLIENT a full Enterprise Revize CMS Software license. This software is a proprietary software built and maintained by Revize Software Systems LLC. and is intended to allow for the CLIENT to easily update the content of their website. CLIENT agrees that this license will only be used to maintain the websites included in this agreement. Sharing of the content management system, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS during the contract period. In the event that the contract is terminated, for any reason, Revize will provide the latest version of the Revize CMS to the CLIENT provided all payments for the entire length of the contract is fully paid. This system will then have the ability to be hosted and used by the CLIENT as long as they wish. Revize will provide reasonable support in transferring the CMS system to the CLIENT's decided upon hosting architecture.

Products CLIENT Owns Include:

- Revize CMS License
- Hosted Website
- Source Files
- All Included Revize Web Applications
- Design & Page Content

AGREED TO BY:	***CLIENT***	***REVIZE***
Signature of Authorized Person:	_____	_____
Name of Authorized Person:	_____	***Brian Rohen***
Title of Authorized Person:	_____	***Account Executive***
Date:	_____	_____

Please sign and return full sales agreement to: ***brian@revize.com*** Fax 1-866-346-8880

Revize Site Payment Schedule for Town of Dundee, FL

PAYMENT SCHEDULE OPTIONS

Option 2: Revize Five-Year Interest-Free Payment Plan

Instead of paying for the total project cost in year one, Revize would spread out the total first year cost over five years of service.

Payment Amount	Due Date	Payment Includes
$ 3,760	October 1, 2025	20% of Project Cost + Year 1 Annual Hosting & Maintenance
$ 3,760	Year 2	20% of Project Cost + Year 2 Annual Hosting & Maintenance
$ 3,760	Year 3	20% of Project Cost + Year 3 Annual Hosting & Maintenance
$ 3,760	Year 4	20% of Project Cost + Year 4 Annual Hosting & Maintenance + Free Redesign!
$ 3,760	Year 5	20% of Project Cost + Year 5 Annual Hosting & Maintenance
$ 2,000	Year 6 & beyond	Year 6 Annual Hosting & Maintenance

The Following Applications & Features will be integrated into Your Website Project

Revize provides applications and features specifically designed for government websites. The applications and features are categorized into:

- Citizen's Communication Center Apps
- Citizen's Engagement Center Apps
- Staff Productivity Apps
- Site Administration and Security Features
- Mobile Device and Accessibility Features

Citizen's Communication Center Apps

- Home Page Alerts
- Document Center with keyword search
- FAQs with keyword search
- Staff Directory with keyword search
- RFP/RFQ Bid Posting Templates
- Job Postings
- News Center with Facebook/Twitter Integration
- "Share This" Social Media App
- Photo Galleries
- Quick Link Buttons
- New Revize Web Calendars with monthly grid and listing view
- Sliding Feature Bar
- Language Translator – over 95 languages

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- Online Web Form Builder with drag & drop text fields
- Bid Posting
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Drag and Drop Menu Management
- Drag and Drop Picture Management
- Drag and Drop Document Management
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- SSL Security Certificate
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics

Mobile Device and Accessibility Features

- ADA Compliant WCAG 2.1 AA
- ADA Accessibility Widget
- Responsive Website Design (RWD) for great mobile phone viewing

Service Level Agreement

Revize Maximum Response Times via Severity Level

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Crisis issues, determined by Revize, are defined as when a website error renders the CMS program or website completely unusable or nearly unusable or introduces a high degree of operational risk and no workaround is available. Until this error is resolved, the website is essentially halted. A large number of users and or core program functionality are severely impacted.

Critical issues are defined as website errors that are an inconvenience, or causes an inconsistent behavior of the website, which does not impede the normal functioning of the website. It could be an error that occurs consistently and affects non-essential functions and is an inconvenience which impacts a small number of users. May also contain visual errors for the graphical display of the website that is not ideal but still functioning correctly.

Normal issues are defined as an error that has a small degree of significance or is a minor cosmetic issue, or is a one-off case. A one-off case occurs when the error occurs and cannot be reproduced easily. These are errors that do not impact the daily use of the website. A low error is something that does not affect normal use, and can be accepted for a period of time, but the user would eventually want changed.

Technical Support Escalation:
If an issue cannot be remedied by the Tech Support technician within 3 days, it will be escalated to the CTO, Ray Akshaya. If the problem is not resolved within 3 business days, then the Business Development Director, Joseph Nagrant, will assemble a team to work on the issue and have a conference call with the client explaining the resolution path the company will take to resolve the issue. If additional time is needed, the Business Development Director will contact the client and notify the client with an explanation and a follow up date as agreed by both the client and Revize.

Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24/7/365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- Training refreshers
- Video tutorials and online training manual

TOWN OF DUNDEE AGREEMENT ADDENDUM

This ***Town of Dundee Agreement Addendum*** (hereafter the "Addendum") is agreed upon by the parties and appended to the ***Revize Web Services Sales Agreement***, and any agreement, purchase, order, form, service, package and contract (hereafter collectively referred to as the "Contract Documents"), identified below by reference by title, between the **Town of Dundee**, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the "Town ") and the following Vendor (hereafter collectively referred to as the "Parties"):

Name of Vendor: REVIZE, LLC
150 Kirts Blvd
Suite B
Troy, MI 48084

Name of Contract(s): Revize Web Services Sales Agreement
Enterprise Revize CMS License
Service Level Agreement

§ 1. Primacy of Addendum.

This Addendum contains specific terms and conditions that are applicable to purchases of goods and services made by the Town. Notwithstanding anything in the Contract Documents to the contrary, whether expressly made or determined to exist by implication, the terms of this Addendum shall be primary and shall control over any conflicting term, condition, duty, and implication found in the Contract Documents.

§ 2. Governing Law; Home Venue Privilege.

This Addendum and the Contract Documents (hereafter collectively referred to as the "Agreement") between the Parties, are made in the Town of Dundee, County of Polk, State of Florida, and shall be governed solely by the internal laws of the State of Florida. The Parties agree that venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to the Agreement, any and all transactions contemplated thereunder, the performance thereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall lie exclusively in courts with geographic jurisdiction over Polk County, Florida, which, as of the effective date of the Agreement, are the County Court in and for Polk County, Florida, the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida and the United States District Court for the Middle District of Florida. The Parties waive any objection to jurisdiction and venue in such courts.

§ 3. Financial Matters; Town Performance Subject to Appropriation; Applicability of the Florida Local Government Prompt Payment Act

(a) The Town 's obligation to perform under the Agreement and furnish payment to Vendor is expressly subject to appropriation 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, Florida fails to appropriate sufficient funds to satisfy the Town 's payment obligations to Vendor of any kind or type, the Town or the Vendor may immediately terminate the Agreement and be released from any future responsibility or liability thereunder.

(b) The provisions of the *Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes (2024), are incorporated herein as if set forth in full, and shall control all payments made by the Town to the Vendor required by the Agreement. To the extent there is conflict between the text of the Agreement and the text of the *Local Government Prompt Payment Act*, the text of the *Local Government Prompt Payment Act* shall control.

§ 4. Public Records Compliance.

To the extent Vendor is deemed to be a "Contractor" for the Town pursuant to *Section 119.0701(1)(a) of the Florida Statutes (2024)*, Vendor agrees to:

(a) Keep and maintain public records required by the Town to perform the service(s) in accordance with this Agreement.

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

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

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

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

CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, ERICA ANDERSON, AT 863-438-8330, eanderson@townofdundee.com, 202 E. MAIN STREET, DUNDEE, FLORIDA 33838.

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

§ 5. Sovereign Immunity; Limitations of Town 's Liability.

Town is a sovereign Florida municipal government. The Parties agree that nothing contained in the Agreement shall be construed to waive the Town 's sovereign immunity. With respect to the matter of compensation for work performed, or the price of goods sold, the Parties agree that the total liability of the Town to the Vendor shall not exceed the agreed-upon price established in the Agreement, or any related purchase order, subject to annual appropriation performance contingencies. For all other matters, the Parties agree that the total liability of the Town to the Vendor shall not exceed the limits of the Town 's liability as determined by the State of Florida's waiver of sovereign immunity as set forth in *§ 768.28(5) of the Florida Statutes (2024)*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise. The Parties agree that the Town shall not be liable to the Vendor for any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature for any reason, including loss of profit, whether foreseeable or not, whether arising out of or resulting from nonperformance or breach of the Agreement, and whether any such claim is based in contract, common law, warranty, tort, strict liability, contribution, or otherwise.

§ 6. Vendor Acknowledgements. Subject to applicable Florida law, for purposes of the Agreement, Vendor acknowledges the following:

(a) *Convicted Vendor List.* A person or affiliate who has been placed on the State of Florida 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 the construction or repair of a public building or public work; may not submit bids on leases of real property to a 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 $35,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List. Vendor acknowledges that it is not on the State of Florida Convicted Vendor List and that it is eligible to enter into the Agreement with the Town .

(b) *Scrutinized Companies. Section 287.135 of the Florida Statutes* states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the Town for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to *Section 215.4725 of the*

Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to *Section 215.473 of the Florida Statutes*, or is engaged in business operations in Cuba or Syria. By executing this Agreement, Vendor certifies that it does not and did not at any time participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. Vendor understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to *Section 287.135 of the Florida Statutes* and that the Town may terminate this Agreement at the Town 's option if the Vendor is found to have submitted a false certification.

(c) *Public Entity Crimes; Convicted Vendor List.* A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 of the Florida Statutes* for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Agreement, Vendor certifies that it is not on the convicted vendor list.

(d) *Drug-Free Workplace.* By executing this Agreement, Vendor certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to *Section 440.102 of the Florida Statutes*.

(e) *E-Verify.* By entering into this Agreement, the Vendor becomes obligated to comply with the provisions of *Section 448.095(5)(a), Florida Statutes*, to register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor and any subcontractor hired by the Vendor. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court in and for Polk County, Florida, no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination.

(f) *No Consideration of Social, Political, and Ideological Interests.* Vendor acknowledges receipt of notice from the Town of the provisions of *Section 287.05701 of the Florida Statutes* which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or

ideological interests when determining if the prospective contractor is a responsible vendor. Vendor affirms and agrees that the Town did not request any documentation about, or give any consideration to, the Vendor's social, political, or ideological interests in the award of this Agreement.

(g) *Contracting with Foreign Entities.* By executing this Agreement, Vendor certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, Vendor certifies that no government of a Foreign Country of Concern has a "controlling interest" in Vendor as the term is defined in *Section 287.138(1)(a) of the Florida Statutes*, nor is the Vendor organized under the laws of a Foreign Country of Concern, nor does the Vendor have its principal place of business located in a Foreign Country of Concern. If this Agreement permits the Vendor to access the personal identifying information of any individual, Vendor agrees to notify the Town in advance of any contemplated transaction that would cause Vendor to be disqualified from such access under *Section 287.138 of the Florida Statutes*. Vendor agrees to furnish the Town with an affidavit signed by an officer or representative of the Vendor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

(h) ***Human Trafficking Affidavit***. Developer shall be required to execute the *Human Trafficking Affidavit* attached hereto as **Exhibit "A"** simultaneously with and prior to providing the services hereunder.

* * * * *

§ 7. Force Majeure.

Delays in performance due to fire; flood; hurricane; tornado; earthquake; windstorm; unavailability of materials or equipment; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; pandemic; or act of God, shall be deemed events of "Force Majeure" and such delays shall be excused in the manner herein provided. If a Party is delayed in any work or performance pursuant to the Agreement due to the occurrence of an event of Force Majeure, the date for action required or contemplated by the Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the incurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

§ 8. Notices.

All notices under the Agreement shall be in writing and may be given by any of the following methods: (1) personal delivery, (2) certified mail, postage prepaid, or (3) overnight delivery service, prepaid, when sent to the following:

THE TOWN:

Ken Cassel, Town Manager
Town of Dundee
Post Office Box 1000, Dundee, Florida 33838
Physical Address: 202 East Main Street, Dundee, Florida 33838

WITH COPY TO: (*which* ***shall not*** *constitute notice*)

Frederick J. Murphy, Jr., Town Attorney
Boswell & Dunlap, LLP
Post Office Drawer 30, Bartow, Florida 33831
Physical Address: 245 South Central Avenue, Bartow, Florida 33830

VENDOR:

Vendor's address for notices is specified above on Page 1.

For purposes of the Agreement, notice shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery, whichever is later in time.

§ 9. Compliance with Laws.

Vendor agrees to comply with any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of general applicability of the United States of America, of the State of Florida, of Polk County, of Town of Dundee, and of any and all other public authority which may be applicable.

§ 10. Assignment by Vendor.

The Agreement shall not be assigned by the Vendor, or any successor thereto, without the prior written consent of the Town.

§ 11. Town 's Express Disclaimer of Indemnification.

Notwithstanding anything in the Agreement to the contrary, the Town does not indemnify any Party to the Agreement (including, but not limited to, the Vendor and the Vendor's officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for any claims, costs, losses, and damages of any kind (including but not limited to fees of professionals, attorneys, and all court or other dispute resolution costs) for any reason. The Town disclaims any express or implied indemnification found in the Agreement and the Parties agree that all provisions in the Agreement, whether express or implied, that purport to be an indemnification of a Party by the Town are null, void, against public policy, and are unenforceable as a matter of law.

§ 12. Counterparts.

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

§ 13. Authorization.

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

§ 14. Calculation of Time.

The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date. For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or Town recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

§ 15. Specific Modifications to Agreement.

Without limiting the effectiveness of any of the foregoing provisions in this Addendum, the following specific modifications are made to the text of the Agreement:

(a) The following sentence is added:

"Provided however, that nothing herein shall prevent or prohibit the Town from complying with any obligation imposed upon it by Florida law, to include by way of example and not of limitation, the duty to permit inspection and copying of public records pursuant to Article I, § 24 of the Florida Constitution and Chapter 119 of the Florida Statutes (2023)."

(b) The following sentence is added:

"Customer is a Florida local government and is exempt from the payment of taxes on instruments of municipal service. To the extent that a governmental entity or taxing authority properly levies Taxes on the Software, or Subscription Services, or on transactions made in connection with this Agreement, Accela shall pay any and all such Taxes lawfully imposed by any governmental entity or taxing authority and upon any amount due from the Customer

hereunder."

The rest of this page left intentionally blank; signatures follow

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

Vendor:

REVIZE, LLC
a Michigan limited liability company

By: Akshaya Ray
Name: Akshaya Ray
As Its: CEO
Date: 10/10/2025

Sheniqua Martin
Witness
Sheniqua Martin
Print Name

Witness

Tameeka Latrice Wyndon
Print Name

State of Nevada
County of CLARK

The foregoing instrument is hereby acknowledged before me by means of __ physical presence or ✔ online notarization this 10th day of October, 2025, by Akshaya Ray, as CEO of REVIZE, LLC, a Michigan limited liability company, on behalf of the company. He is personally known to me or has produced State Drivers License as identification.

Tameeka Latrice Wyndon
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 22-1646-01
Expires January 19, 2027

NOTARY PUBLIC

My Commission Expires 01/19/2027

Notarized remotely using audio-video communication technology via Proof.

Town of Dundee, Florida:

Executed this ____ day of _____, 2025

By: _____
Ken Cassel, Town Manager

Attest:

_____
[_____], Town Clerk

Approved as to Form and Legal Sufficiency:

_____
Town Attorney

Exhibit "A"

HUMAN TRAFFICKING AFFIDAVIT

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officers or representatives of the VENDOR, we certify that the VENDOR identified herein does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in *Schedule I* or *Schedule II of Florida State Statute §893.03* to any person for the purpose of exploitation of that person.

VENDOR: [Revize LLC]

Executed this 10th day of October, 2025.

By: Akshaya Ray
Name: Akshaya Ray
Title: CEO

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

STATE OF Nevada
COUNTY OF CLARK

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☑ online notarization, this _____ day of _____, 2025, by Akshaya Ray, as CEO of Revize LLC, ☐ who is personally known to me, or ☑ produced State Drivers License as identification.

[AFFIX NOTARY SEAL]

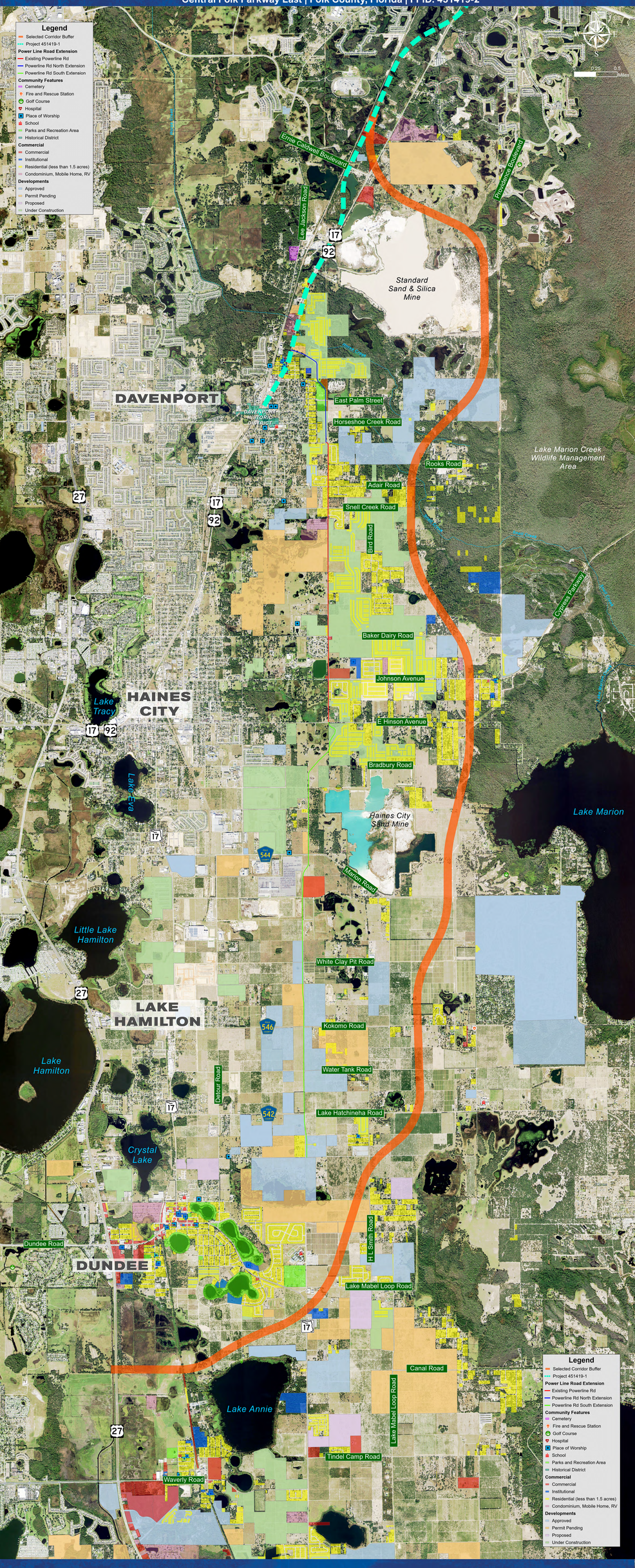
Tameeka Latrice Wyndon
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 22-1646-01
Expires January 19, 2027

Notary Public Signature
Print Notary Name: Tameeka Latrice Wyndon
My commission expires: 01/19/2027

Notarized remotely using audio-video communication technology via Proof.

Selected Corridor

Central Polk Parkway East | Polk County, Florida | FPID: 451419-2



PROCLAMATION

***WHEREAS**, throughout the course of American history, courageous men and women have taken up arms to secure, defend and maintain core principles upon which our Nation's freedom depend; and*

***WHEREAS**, they have kept America strong, and have protected our way of life from tyranny's grip for America's men and women in uniform have defeated tyrants, liberated continents and set a world standard of courage and idealism; and*

***WHEREAS**, to protect the Nation they love, our veterans stepped forward when America needed them most. In conflicts around the world, their sacrifice helped destroy the enemies of freedom and saved millions from oppression; and*

***WHEREAS**, in answering a patriotic call with honor and decency, our veterans have shown the of liberty and earned the respect and admiration of a grateful Nation; and*

***WHEREAS,** as we recall the service of our military, we are reminded that defending freedom comes with great loss and sacrifice. This Veterans Day, we express sincere appreciation to those who have served freedom's cause and salute each member of our Armed Forces; and*

***WHEREAS**, we honor all of the courageous men and women who have served stateside, those who left America's shores, those who are confronting our adversaries abroad, and also those who did not live to be thanked as veterans. They will always be remembered by our great Nation, the United States of America.*

***NOW, THEREFORE,** I, Samuel Pennant, Mayor of the Town of Dundee, do hereby proclaim November 11, 2025 as*

Veterans Day

***IN WITNESS WHEREOF**, I have hereunto set my hand caused the seal of the Town of Dundee, Florida to be affixed this 28th day of October 2025.*

TOWN OF DUNDEE, FLORIDA

_____
Samuel Pennant, Mayor

Attest:

_____
Erica Anderson, Town Clerk

TOWN COMMISSION MEETING

October 28, 2025, at 6:30 PM

AGENDA ITEM TITLE:	**DISCUSSION & ACTION, ORDINANCE 25-03 MUNICIPAL ELECTION DATE CHANGE**
SUBJECT:	The Town Commission will consider date and year changes for the Town of Dundee municipal elections.
STAFF ANALYSIS:	The Polk County Supervisor of Elections has proposed and/or offered the opportunity for all municipal elections within Polk County, Florida, to be held on the first Tuesday after the first Monday in November of odd-numbered years. The Town Commission has determined that it desires the Supervisor of Elections to handle all of its elections and has further determined that its elections can conveniently be held in November of every odd-numbered year, which allows the Town to potentially conserve costs and encourages a larger voter turnout. The Town of Dundee is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution.
STAFF CONTACT:	Town Manager, Ken Cassel
FISCAL IMPACT:	There is no budgetary impact as a result of this item, but includes cost savings for the Town.
STAFF RECOMMENDATION:	At the will of the commission.
ATTACHMENTS:	Ordinance 25-03 Exhibit A

ORDINANCE NO. 25-03

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA AMENDING SECTION 18-23 OF ARTICLE II OF CHAPTER 18 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA REGARDING ELECTIONS TO CHANGE THE DATE AND YEAR FOR THE ELECTION OF THE MAYOR AND TOWN COMMISSIONERS TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER IN ODD-NUMBERED YEARS COMMENCING IN NOVEMBER, 2027 AND ALLOWING FOR EXTENSION IN TERMS OF THE MAYOR AND TOWN COMMISSIONERS IN OFFICE AT THE TIME OF THE ADOPTION OF THIS ORDINANCE AS A RESULT OF THE CHANGE IN THE DATE AND YEAR OF REGULAR MUNICIPAL ELECTIONS WITHIN THE TOWN OF DUNDEE; ESTABLISHING THE 2027 ELECTION DATE AND ELECTION DATES THEREAFTER FOR THE TOWN OF DUNDEE REGULAR MUNICIPAL ELECTIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE.

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

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

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

WHEREAS, the Polk County Supervisor of Elections has proposed and/or offered the opportunity for all municipal elections within Polk County, Florida, to be held on the first Tuesday after the first Monday in November of odd-numbered years; and

WHEREAS, the first Tuesday after the first Monday in November has traditionally been associated with elections at the State and National levels; and

WHEREAS, four (4) municipalities within Polk County, Florida, two (2) of which are the largest municipalities within Polk County, Florida, already conduct and hold their regular municipal elections on the first Tuesday after the first Monday in November of odd-numbered years; and

WHEREAS, on February 11, 2025, the Town Commission of the Town of Dundee, Florida (the "Town Commission") passed and adopted *Town of Dundee Ordinance No. 25-01* in order to harmonize *Section 18-1 of the Code of Ordinances of the Town of Dundee, Florida*, with the Town's general and ordinary election practices by determining and setting the dates for the qualification period for filing petitions and a written notice of candidacy with the designated official, by reserving the ability to determine and set the dates for the qualification period for a special election by further resolution or ordinance, by requiring that any filing fee or statutory election assessment be collected by the Town Clerk at the time of qualifying, and by permitting the Town Clerk to hold qualifying papers submitted not earlier than 14 days prior to the beginning of the qualifying period; and

WHEREAS, the Town Commission has determined that it desires for the Supervisor of Elections to handle all of its elections and has further determined that its elections can conveniently be held in November of every odd-numbered year which allows the Town to potentially conserve costs and encourages a larger voter turnout; and

WHEREAS, on April 10, 1994, the Florida Attorney General issued *Attorney General Opinion 94-31* concluding that a municipal corporation could not amend its charter by ordinance to provide for a change in the date on which municipal elections would occur and, as a result of same, extend the terms of the sitting officers affected by the change; and

WHEREAS, in or about 1995, in response to *Florida Attorney General Advisory Legal Opinion 94-31*, the Florida Legislature introduced *Chapter 95-178, Laws of Florida*, which amended *Section 166.021 of the Florida Statutes* to provide, in pertinent part, as follows:

> [N]othing in this act shall be construed to permit any changes in a special law or municipal charter which affect . . . the terms of elected officers and the manner of their election ***except for the selection of election dates and qualifying periods for candidates and for changes in terms of***

> ***office necessitated by such changes in election dates***, . . . without approval by referendum of the electors as provided in s. 166.031….

WHEREAS, *Chapter 95-178, Laws of Florida*, also created *Section 100.3605 of the Florida Statutes* which provides, in pertinent part, as follows:

> The governing body of a municipality may, by ordinance, change the dates for qualifying and for the election of members of the governing body of the municipality and provide for the orderly transition of office resulting from such date changes.

WHEREAS, *Florida Attorney General Advisory Legal Opinion(s) 2000-61* and *2003-52* interpret *Section 100.3605(2), Florida Statutes*, and conclude that the legislative intent of this statutory provision indicates that municipalities are authorized to amend their Charters and/or Code of Ordinances to change the election dates and qualifying periods for candidates, including any changes in terms of office necessitated by such amendment, without a referendum; and

WHEREAS, *Section 100.3605(2), Florida Statutes (2025)*, allows the governing body of a municipality ***by ordinance*** to change the dates for qualifying and for the election of members of the governing body of the municipality; and

WHEREAS, for purposes of this **Ordinance No. 25-03**, the Town Commission has determined that the said change of date of and/or for the Town of Dundee's elections necessitates a change in the dates for seating of newly-elected commissioners and an extension of the terms for the Mayor and Town Commissioners in office at the time this **Ordinance No. 25-03** is passed and duly adopted; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Ordinance No. 25-03** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this **Ordinance No. 25-03** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. <u>Incorporation of Recitals</u>.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Ordinance No. 25-03**, and the Town Commission of the Town of Dundee, Florida (the "Town Commission"), hereby adopts the above-

referenced factual recitals as the legislative findings supporting the adoption of this **Ordinance No. 25-03**.

Section 2. <u>Amendments to the Code of Ordinances of the Town of Dundee</u>.

The *Code of Ordinances of the Town of Dundee, Florida* (the "Town Code") is amended as set forth in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein, to amend *Chapter 18 of the Town Code* in order to effectuate the change in and/or for the date of the Town's regular municipal elections, extending term(s) of seated Town elected officials which is necessitated by such change in the election date, and other minor editorial revision(s) to in order to reflect current and applicable code provisions.

The terms of the Mayor and all Town Commissioners serving on the effective date of this **Ordinance No. 25-03**, are hereby extended to the dates their successors are elected and seated according to the provisions hereof as necessitated by the change in the Town of Dundee municipal election date to the first Tuesday after the first Monday in November 2027, as provided for herein.

Section 3. <u>Conflicts</u>.

All ordinances or parts of ordinances in conflict with any of the provisions of this **Ordinance No. 23-05** are hereby repealed to the extent necessary to give this **Ordinance No. 25-03** full force and effect.

Section 4. <u>Administrative Correction of Scrivener's Errors</u>.

It is the intention of the Town Commission of the Town of Dundee, Florida, that sections of this **Ordinance No. 25-03** may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the *Code of Ordinances of the Town of Dundee, Florida*, is accomplished, sections of this **Ordinance No. 25-03** may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 5. <u>Codification</u>.

It is the intent of the Town Commission that the provisions of **Exhibit 'A'** to this Ordinance shall be codified as and become and be made a part of the *Code of Ordinances of the Town of Dundee, Florida*. The new provisions in **Exhibit "A"** attached to of this **Ordinance No. 25-03** may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word. The implementing sections of this **Ordinance No. 25-03**, Sections 1,

2, 3, 4, 5 and 6 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this **Ordinance No. 25-03**.

Section 6. Severability.

The provisions of this **Ordinance No. 23-05** are severable. If any section, subsection, sentence, clause, phrase of this **Ordinance No. 23-05**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee, Florida, hereby declares that it would have passed this **Ordinance No. 23-05**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional. If any word, sentence, clause, phrase, or provision of this **Ordinance No. 23-05** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Ordinance No. 23-05** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Ordinance No. 23-05** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Ordinance No. 23-05**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Ordinance No. 23-05**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 7. Business Impact Estimate.

On October 1, 2023, Senate Bill 170 ("SB 170"), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance.

On October 1, 2024, Senate Bill 1628 ("SB 1628"), as codified under *Chapter 2024-145, Laws of Florida,* was enacted and further amends Section 166.041(4), Florida Statutes, by amending the applicable exemptions from the *business impact estimate* requirement(s).

In this instance, this **Ordinance No. 25-03** is enacted and necessary to maintain consistency with *Chapters 97-106, Florida Statutes,* which is titled and known as the *Florida Election Code.* As such, pursuant to Section 166.041(4)(c)1, Florida Statutes (2024), **Ordinance No. 25-03** is an ordinance required for compliance with federal or state law or regulation and does not require a *business impact estimate*.

Section 8. Effective Date.

This **Ordinance No. 25-03** shall become effective immediately upon its passage and adoption.

INTRODUCED AND PASSED, on First Reading with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 28th day of October, 2025.

PASSED AND DULY ADOPTED, on Second Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 18th day of November, 2025.

TOWN OF DUNDEE, FLORIDA

_____
Mayor – Sam Pennant

Attest:

_____
Town Clerk – Erica Anderson

Approved as to form:

_____
Town Attorney – Frederick J. Murphy, Jr.

ORDINANCE NO. 25-03
EXHIBIT "A"

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

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

Sec. 18-23. Terms; election cycle; elections.

(a) *Terms of office of mayor and town commissioner*. Beginning with the municipal election scheduled for 2013, and henceforth, the length of the term of office for the candidate elected to the office of mayor and the candidates elected to the offices of town commissioner shall be four years. The term for a mayor-elect or town commissioner-elect shall begin with the first regular meeting of the town commission in the month of ~~May~~December, following certification of election, and shall last until the officer's successor shall take office.

(b) *Town election cycle*. Beginning with the municipal election scheduled for ~~2013~~2027, and henceforth, elections in the town shall occur in accordance with the town election cycle as follows:

Year 1 (initial year ~~2013~~2027): ~~Seats 2 and 4 — Town commission~~ Mayor; Seats 1 and 3 — Town commission;

Year 2 (initial year ~~2014~~2029): ~~Mayor; Seats 1 and 3 — Town commission~~ Seats 2 and 4 — Town commission~~; and~~

~~Year 3 (initial year 2015): No regular election~~.

The cycle shall repeat such that regular elections of town officers shall occur every four years on the first Tuesday after the first Monday in November of odd-numbered years commencing in November, 2027.

(c) *Nominees for office of town commissioner; ~~primary dates;~~ election schedule; election procedure*. Nonpartisan elections for the nomination of candidates for the office of town commissioner shall be held on the first Tuesday after the first Monday in ~~April~~ November of town commissioner election years. Initial selection of town commissioners pursuant to this article shall occur in accordance with the following schedule: Seats ~~2~~1 and ~~4~~3 shall be filled by ~~primary and runoff~~ an election~~s~~ ~~(if a runoff is necessary)~~ held in ~~April, 2013~~November, 2027 (year 1); Seats ~~1~~2 and ~~3~~4 shall be filled by ~~primary and runoff~~ an election~~s~~ ~~(if a runoff is necessary)~~ held in ~~April, 2014~~November, 2029 (year 2). ~~The two candidates for each seat to be filled receiving the greatest numbers of votes in each primary election shall be certified as candidates or nominees at the runoff election; provided, however, that should any candidate receive at such primary election a clear majority of all votes cast for that seat, that candidate shall be declared regularly elected and shall not be required to enter the runoff election as hereinafter provided.~~

(d) *Nominees for office of mayor; ~~primary date:~~ election schedule; election procedure*. A nonpartisan election for the nomination of candidates for the office of mayor shall be held on

the first Tuesday after the first Monday in ~~April~~November of each mayoral election year, at the same time appointed for the selection of town commissioner candidates for Seats 1 and 3. An ~~I~~initial ~~primary and runoff~~ election~~s~~ for the selection of Mayor pursuant to this Ordinance shall occur in ~~April, 2014~~November, 2027 (year ~~2~~1). ~~The two candidates receiving the greatest numbers of votes in the primary election for mayor shall be certified as candidates or nominees at the runoff election; provided, however, that should any candidate receive at the primary election a clear majority of all votes cast for mayor, that candidate shall be declared regularly elected and shall not be required to enter the runoff election as hereinafter provided.~~

(e) *Present officers ~~not~~ affected.* The terms of the Mayor and all Town Commissioners serving on November 18, 2025, are hereby extended to the dates their successors are elected and seated according to the provisions of this Section as necessitated by the change in the Town of Dundee regular municipal election date established herein. ~~Nothing in this article shall affect the length of terms of officers presently serving the town as mayor or town commissioner.~~

(f) *Plurality.* Commencing with the next regular or special election held within the Town Dundee, Florida after this Ordinance is approved by a majority of the voters of the Town of Dundee, Florida in a regular or special election held within the Town of Dundee, Florida for that purpose, then candidates for mayor or town commissioner receiving a plurality of the votes cast shall be declared elected at the election. A candidate for mayor or town commissioner who receives a plurality of the votes cast is the candidate who receives the greatest number of votes. All ties shall be decided by a second election between the candidates for mayor or town commissioner who received the same number of votes which second election shall be held within 45 days of the election at which the tie vote occurred under the direction of the election authorities and the two candidates receiving the same number of votes shall be the only candidates on the ballot for such election. At such second election if there is another tie vote with each candidate for mayor or town commissioner receiving the same number of votes then such candidates shall draw lots to determine which candidate is elected and there shall be no further election.

TOWN COMMISSION MEETING

October 28, 2025, at 6:30 PM

AGENDA ITEM TITLE:	**DISCUSSION & ACTION, RESOLUTION 25-39 LAKE MABEL LOOP MAINTENANCE BOND RELEASE**
SUBJECT:	The Town Commission will consider authorizing the release if the performance bond provided as a guaranty for the construction and completion of certain items within the Landings at Lake Mabel Loop Phase 1 Subdivision.
STAFF ANALYSIS:	On November 8, 2022, during a duly noticed public meeting, the Town Commission of the Town of Dundee approved Resolution No. 22-49, granting conditional approval of the Certified Subdivision Plan for the Landings at Lake Mabel Loop Subdivision. The developer provided a performance bond from Harco National Insurance Company in the amount of $2,444,777.50 in favor of the Town of Dundee. Town staff and consultants have verified that all required Phase 1 improvements have been completed in accordance with approved plans and Town standards. All required testing, certifications, and inspections have been successfully completed, and the subdivision systems are now fully operational.
STAFF CONTACT:	Assistant Town Manager and Development Services Director, Lorraine Peterson
FISCAL IMPACT:	There is no budgetary impact as a result of this item
STAFF RECOMMENDATION:	Staff Recommends Approval
ATTACHMENTS:	Resolution 25-39 Exhibits A through E

Space for Recording

RESOLUTION NO. 25-39

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, CONFIRMING THE ACCEPTANCE OF IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE GENERAL PUBLIC AND TOWN OF DUNDEE, FLORIDA, AS NOTATED ON THAT CERTAIN PLAT ENTITLED "LANDINGS AT LAKE MABEL LOOP PHASE 1" AND AUTHORIZING THE RELEASE OF THE PERFORMANCE BOND PROVIDED AS A GUARANTY FOR THE CONSTRUCTION AND COMPLETION OF CERTAIN ITEMS OF INFRASTRUCTURE AND IMPROVEMENTS DEDICATED IN FAVOR OF THE PUBLIC/TOWN OF DUNDEE WITHIN THE LANDINGS AT LAKE MABEL LOOP PHASE 1 SUBDIVISION; AND ACCEPTING A MAINTENANCE BOND FOR CERTAIN ITEMS OF INFRASTRUCTURE AND IMPROVEMENTS WITHIN THE LANDINGS AT LAKE MABEL LOOP PHASE 1 SUBDIVISION; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE REPEAL OF ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVERNER'S ERRORS; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, on November 8, 2022, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the "Town Commission") approved and passed *Town of Dundee Resolution No. 22-49* (the "Resolution") conditionally approving the Certified Subdivision Plan ("CSP") for the proposed *Landings at Lake Mabel Loop Subdivision* (the "Subdivision"); and

WHEREAS, pursuant to the Resolution, the Town Commission conditionally approved the CSP for construction of utility systems and other required infrastructure in accordance with *Section 7.01.07 of the Town of Dundee Land Development Code* (the "LDC") and the conditions set forth in the Resolution which included, but were not limited to, the condition that, prior to the issuance of a building permit for *any* structure located on or within the Subdivision, all required infrastructure systems and improvements required by the LDC, the Town of Dundee Code of Ordinances, the Resolution, and applicable Florida law are fully operational and accepted by the Town and/or entity with jurisdiction; and

WHEREAS, **KB Home Orlando, LLC** (the "Owner" and/or "Applicant"), an active Delaware limited liability company authorized to transact business in the State of Florida, is the owner of the below-described lands and submitted that certain plat entitled "The Landings at Lake Mabel Loop Phase 1" Subdivision (the "Plat") for approval for filing by the Town Commission of the Town of Dundee, Florida (the "Town Commission"), and

WHEREAS, the Owner provided an acceptable performance bond (the "Performance Bond") issued by the Harco National Insurance Company in the amount of $2,444,777.50 in favor of the Town of Dundee, Florida; and

WHEREAS, on October 22, 2024, the Town Commission considered and approved *Town of Dundee Resolution No. 24-26* (the "Plat Resolution") which approved for filing that certain plat entitled "The Landings at Lake Mabel Loop Phase 1" Subdivision subject to certain conditions/performance items; and

WHEREAS, the Plat was recorded in Plat Book 209, Pages 45-47, of the Public Records of Polk County, Florida; and

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

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

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

WHEREAS, pursuant to the terms and conditions of *Town of Dundee Ordinance No. 24-10*, the Subdivision was exempt from the Moratorium; and

WHEREAS, Town of Dundee staff and consultants have confirmed that, pursuant to all approved plans, all improvements for that certain subdivision known as "The Landings at Lake Mabel Loop Phase 1" Subdivision have been completed in accordance with Town standards, have passed all required tests, all certifications have been obtained, and the systems are fully operational pursuant to Town standards; and

WHEREAS, on October 1, 2025 the site Certificate of Completion (the "Certificate") was issued by Town staff and/or consultants for all improvements identified in the Certified Subdivision Plan; and

WEHEREAS, a copy of the Certificate is attached hereto as **Exhibit "C"** and made a part hereof by reference; and

WHEREAS, on May 21, 2025, pursuant to the Code, the LDC and applicable agreements, the Owner submitted a request to the Town for an *adequacy determination* related to potable water concurrency for the Subdivision (the "Development"); and

WHEREAS, on July 16, 2025, the Owner and Town executed the *Town of Dundee, Florida Concurrency Certification Potable Water Capacity* (the "Certification") for the Development; and

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

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

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

WHEREAS, Town staff and Town Consultants have confirmed that, pursuant to the Resolution, Plat Resolution, and all approved construction plans and/or applicable plans for the Subdivision, all improvements have been completed in accordance with

applicable Town standards, passed all required tests, all required certifications have been obtained, and the systems are fully operational pursuant to Town requirements and/or standards; and

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

WHEREAS, copies of the Maintenance Bond, Engineer's Certification of Costs, and Town of Dundee Developer Utility Infrastructure Form (collectively referred to as the "COC Documents") are attached hereto as **Composite Exhibit "E"** and made a part hereof by reference; and

WHEREAS, the Maintenance Bond (see **Composite Exhibit "E"**) warrants and indemnifies the Town of Dundee, Florida, against all losses sustained resulting from defects in construction, design, or materials on and/or for all dedicated and required infrastructure, improvements, and offsite infrastructure as shown on the Plat (see **Composite Exhibit "E"**) in accordance with applicable Florida law which includes but is not to be limited to, the requirements and standards set forth by the LDC and Town of Dundee Code of Ordinances; and

WHEREAS, pursuant to *Section 8.08.00 of the LDC*, the Owner is required to pay any and all applicable fees and costs related to and/or arising out of the Town's development and technical review of and/or for the Subdivision; and

WHEREAS, on October 28, 2025, at a duly noticed public meeting, Town staff is requesting that the Town Commission accept the Maintenance Bond, release the Performance Bond, and confirm and ratify the Town of Dundee's affirmative acceptance of the improvements and dedications in favor of the public/Town of Dundee as notated on the plat entitled "The Landings at Lake Mabel Loop Phase 1" Subdivision; and

WHEREAS, on October 28, 2025, the Town Commission found that the approval and acceptance of the dedicated improvements which are the subject of the Plat (see **Exhibit "B"**) preserves, enhances and encourages the most appropriate use of land consistent with the public interest, the Town of Dundee 2030 Comprehensive Plan policies and objectives, the Resolution and Plat Resolution, and the Town of Dundee Land Development Code; and

WHEREAS, on October 28, 2025, the Town Commission held a duly noticed public hearing in order to approve and accept the Maintenance Bond (see **Composite Exhibit "E"**), confirm and ratify the Town's affirmative acceptance of the improvements and dedications in favor of the general public and Town of Dundee, Florida, as notated on the plat entitled The Landings at Lake Mabel Loop Phase 1 and found that the

approval of this **Resolution No. 25-39** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the *Town of Dundee 2030 Comprehensive Plan* policies, goals, and objectives; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Resolution No. 25-39** is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this **Resolution No. 25-39** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Resolution No. 25-39**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Resolution No. 25-39**.

Section 2. Acceptance.

The owner, **KB Home Orlando, LLC**, an active Delaware limited liability company authorized to transact business in the State of Florida (the "Owner" and/or "Applicant"), is the owner of the real property, which is the subject of that certain plat entitled The Landings at Lake Mabel Loop Phase 1 (the “Plat”) and described in **Exhibit “B”** which is attached hereto and incorporated herein by reference.

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

On October 22, 2024, at a duly noticed public meeting, the Plat (see **Exhibit “B”**) was presented to and reviewed by the Town Commission; and, on October 28, 2025, the Town Commission having been otherwise fully advised in the premises approves and accepts those certain improvements and dedication(s) as notated on the Plat and described in the COC Documents (see **Exhibit “D”** and **Composite Exhibit “E”**).

Section 3. <u>Maintenance Bond</u>.

Pursuant to *Town of Dundee Resolution No. 22-49* and applicable law, the Owner has provided a Maintenance Warranty Bond/Adequate Defect Security (the "Maintenance Bond"), which is attached hereto as **Composite Exhibit "E"** and made a part hereof, issued by the Liberty Mutual Insurance Company in the amount of $327,128.88 or 10% of the cost of all dedicated and required infrastructure, improvements, and offsite infrastructure in favor of the Town of Dundee, Florida, for the Landings at Lake Mabel Loop Phase 1 Subdivision (the "Subdivision") as shown on the Plat (see **Exhibit "B"**) and more specifically described in the COC Documents (see **Composite Exhibit "E"**) which shall warrant and indemnify the Town of Dundee, Florida, against all losses sustained resulting from defects in construction, design, or materials for a period of one (1) year and thirty (30) days commencing on the effective date of this **Resolution No. 25-39** accepting those certain improvements and dedications.

Section 4. <u>Authorization</u>.

The Town Manager, or his designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 25-39** which includes, but shall not be limited to, negotiating and executing any documentation and/or instrument necessary and incidental to the acceptance and approval of the infrastructure and/or required improvements as depicted by the Plat (see **Exhibit "B"**) and more specifically described and/or identified in the COC Documents (see **Composite Exhibit "E"**).

The Town Manager is hereby authorized to release the Performance Bond (see **Exhibit "A"**) which was issued for the completion of all required infrastructure and improvements in the said subdivision.

Section 5. <u>Conflicts</u>.

All resolutions in conflict herewith are repealed in order to give this **Resolution No. 25-39** full force and effect.

Section 6. <u>Severability</u>.

The provisions of this **Resolution No. 25-39** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-39**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 25-39**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No.**

25-39 for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 25-39** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-39** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-39**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-39**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 7. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-39** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 25-39** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 8. Recordation.

The Town Clerk shall record this **Resolution No. 25-39**, as adopted, 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.

Section 9. Effective Date.

This **Resolution No. 25-39** shall take effect upon passage by the Town Commission of the Town of Dundee, Florida.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in Regular Session this 28th day of October 2025.

TOWN OF DUNDEE

_____
Sam Pennant, Mayor

ATTEST WITH SEAL:

_____
Erica Anderson, CMC, Town Clerk

Approved as to form:

_____
Frederick J. Murphy, Jr., Town Attorney

Resolution No. 25-39
Exhibit “A”

PERFORMANCE BOND

Bond No. 0842702

KNOWN ALL MEN BY THESE PRESENTS, That we, KB Home Orlando LLC, as Principal, and Harco National Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, as Obligee, in the sum of Two Million Four Hundred Forty Four Thousand Seven Hundred Seventy Seven and 50/100 ($ 2,444,777.50) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, the Land Development Code of the Town of Dundee (hereinafter the "LDC") and *Town of Dundee Resolution No.* 22-49 (hereinafter the "Resolution") are, by reference, incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct the dedicated improvements, improvements, infrastructure and other items described in the Engineer's Cost Estimate, attached hereto as **Composite Exhibit "A"** and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Landings at Lake Mabel Loop platted subdivision, in accordance with the ULDC, drawings, plans, specifications, and other applicable data and information (hereinafter collectively referred to as the "Plans") filed with the Town of Dundee, which the Plans are by reference incorporated into and made part of this Bond by reference; and

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

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

1. If the Principal shall well and truly perform the construction of the Improvements in the platted area known as Landings at Lake Mabel Loop - Phase 1 subdivision in accordance with the Plans, LDC and Resolution by October 22, 20 26 (the "Guaranty Period") and as verified by the Town of Dundee Development Services Division, upon the written approval and acceptance by the Obligee by resolution of the Town Commission of the Town of Dundee, this Bond shall be null and void. If the Improvements are not constructed by 10/22/26 or such later date the Obligee may approve, then this Bond shall be payable to the Obligee.

2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the Improvements within the time specified in Paragraph 1, above, the Surety, upon thirty (30) days written notice from the Obligee, or its authorized agent or officer, of the default, will forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs. Should the

Surety fail or refuse to perform and complete the Improvements, the Obligee, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the plat for the above-referenced subdivision, shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree.

3. The Principal and Surety further jointly and severally agree that the Obligee, at its option, shall have the right to construct, or caused to be constructed the Improvements in case the Principal should fail or refuse to do so. In the event the Obligee should exercise such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse the Obligee the total cost of, including without limitation, construction, design, engineering, legal costs and fees, and any contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to complete all of the obligations for construction of the Improvements.

4. Applicable Law, Jurisdiction and Venue. This Performance Bond shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in the Tenth Judicial Circuit in and for Polk County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

Harco National Insurance Company
702 Oberlin Road
Raleigh, NC 27605

The Principal at:

KB Home Orlando LLC
9102 Southpark Center Loop Suite 100
Orlando FL 32837

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

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 13th day of September, 20 24.

PRINCIPAL:

Witness

Stephen White
Printed Name

Witness

Eileen Sesto
Printed Name

KB Home Orlando LLC
Name of Corporation

By:

James Makowsky
Printed Name

Title: VP of Finance

(SEAL)

SURETY:

Witness

My Hua
Printed Name

Witness

Claire Trinidad
Printed Name

Harco National Insurance Company
Name of Corporation

By:

Brenda Wong
Printed Name

Title: Attorney-in-Fact

(SEAL)

(attach power of attorney)

Initials

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 9/13/2024 before me, M.Gonzales, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature M Gonzales
M.Gonzales, Notary Public

M. GONZALES
Notary Public - California
Los Angeles County
Commission # 2376493
My Comm. Expires Oct 5, 2025

POWER OF ATTORNEY

Bond # 0842702

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

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

SOKHA EVANS, JEFFREY STRASSNER, BRENDA WONG, MARTHA GONZALES, TENZER V. CUNNINGHAM

Los Angeles, CA

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

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

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

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1904 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ MY COMMISSION EXPIRES NOTARY PUBLIC 4-16-2024 STATE OF NEW JERSEY

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

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day. 9/13/2024

A00846

Irene Martins, Assistant Secretary

Resolution No. 25-39
Exhibit “B”

INSTR # 2024242875
BK 209 Pgs 45-47 PG(s)3
RECORDED 10/25/2024 02:35:00 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES $60.00
RECORDED BY triscorn

Plat Name: Landings at Lake Mabel Loop Phase 1
(Dundee)

Section 35
Township 28S
Range 27E

STATE OF FLORIDA
COUNTY OF POLK

FILED FOR RECORD this **24th day of October**
Recorded in Plat Book:**209**
Page(s) **----------45-47**

Record verified 10/24/2024.

Stacy M. Butterfield
Clerk of Circuit Court

By: Yolanda Harris
Yolanda Harris
Deputy Clerk

LANDINGS AT LAKE MABEL LOOP PHASE 1

SHEET 1 OF 3

PLAT BOOK 209 PAGE 45

REPLATTING A PORTION OF LOT 7, NORTH GROVE, PLAT BOOK 105 PAGE 40
OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND A PORTION OF LAND
LYING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST,
TOWN OF DUNDEE, POLK COUNTY, FLORIDA

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 35-28-27 AS BEING S00°28'21"W (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY).
2. LOT LINES INTERSECTING CURVES ARE RADIAL UNLESS NOTED AS N.R., NOT RADIAL.
3. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
4. SUBJECT PROPERTY SHOWN HEREON IS IN ZONE X, AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO FLOOD INSURANCE RATE MAP PANEL NUMBER 12105C0539G, MAP REVISED 12/22/2016. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.
5. STATE PLANE COORDINATES SHOWN HERE ARE BASED ON POLK COUNTY G.I.S. STATION "PA49 1994" FLORIDA WEST ZONE, NAD 1983/1990. THE STATE PLANE COORDINATES ARE FOR GIS PURPOSES ONLY AND NOT TO BE USED TO RECONSTRUCT THE BOUNDARY.
6. ALL PROPERTY AND LOT CORNERS SHALL BE SET WITHIN THE STIPULATED TIME RELATIVE TO THE RECORDING OF THIS PLAT.
7. THIS PLAT IS PART OF A PLANNED PHASED COMMUNITY. THE LOT NUMBERS ARE IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS ASSOCIATED WITH THIS PLAT. THE MISSING LOT NUMBERS CONFORMING TO CHAPTER 177.091(18) SHALL BE INCLUDED WITH THE RECORDING OF THE SUBSEQUENT PLAT PHASES.
8. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
9. ELEVATIONS SHOWN HEREON WERE ACQUIRED FROM THE NGS DATA BASE AND ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE BASED ON THE FOLLOWING BENCHMARK: BM 574272 A, A SET DISK STAMPED 574272 A 2009, SET IN A CONCRETE SLAB NORTH SIDE OF POLK COUNTY TREATMENT PLAT. ELEVATION=192.56'
10. THE PROPERTY DEPICTED HEREON IS SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS FOR LANDINGS AT LAKE MABEL LOOP (THE DECLARATION) RECORDED IN OFFICIAL RECORDS BOOK 13206, PAGE 1894 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND ANY SUPPLEMENT AND/OR AMENDMENTS THERETO. COMMON AREAS, AS DEFINED IN THE DECLARATION, ARE TO BE OWNED AND MAINTAINED BY THE LANDINGS AT LAKE MABEL LOOP HOMEOWNERS ASSOCIATION, INC. (THE ASSOCIATION) AS PRESCRIBED IN THE DECLARATION.
11. FINAL CONVEYANCE OF ANY ROAD, STREET, ALLEY, RIGHT-OF-WAY, LIFT STATION TRACT, UTILITY, UTILITY INFRASTRUCTURE, AND/ OR UTILITY IMPROVEMENT(S) IS SUBJECT TO FINAL ACCEPTANCE BY THE TOWN OF DUNDEE; AND, AS PART OF THE ACCEPTANCE PROCESS, FEE SIMPLE TITLE TO AND/OR FOR SUCH IMPROVEMENT(S) SHALL BE CONVEYED TO THE TOWN OF DUNDEE BY THE KB HOME ORLANDO, LLC A DELAWARE LIMITED LIABILITY COMPANY.
12. THE PROPERTY DEPICTED HEREON IS SUBJECT TO TOWN OF DUNDEE ORDINANCE NO. 21-13 (WATER STAR STANDARDS – NOT RECORDED) ADOPTED AND ENACTED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, ON JULY, 27, 2021.
13. PHASE 1 OF LANDINGS AT LAKE MABEL LOOP IS SUBJECT TO THE FOLLOWING EASEMENTS AND/OR ENCUMBRANCES AS SHOWN ON THE PROPERTY INFORMATION REPORT, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NUMBER 2140-2791109, EFFECTIVE THROUGH SEPTEMBER 10, 2024 AT 8:00AM.

–NOTICE OF COMMENCEMENT –OFFICIAL RECORDS BOOK 13016, PAGE 628
NOTICE OF TERMINATION (INSTRUMENT NUMBER 2024217008) – OFFICIAL RECORDS BOOK 13271, PAGE 2131 (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, CANNOT BE GRAPHICALLY DEPICTED)

–NOTICE OF COMMENCEMENT OFFICIAL RECORDS BOOK 13070, PAGE 1782
NOTICE OF TERMINATION (INSTRUMENT NUMBER 2024217008) – OFFICIAL RECORDS BOOK 13273, PAGE 798 (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, CANNOT BE GRAPHICALLY DEPICTED)

–PLAT (NORTH GROVE) – PLAT BOOK 105, PAGE 40
AFFECTS THE PORTION OF SUBJECT PROPERTY LYING IN LOT 7, NO PLOTTABLE EASEMENTS

–EASEMENT – DEED BOOK 437, PAGE 272; AS AFFECTED BY PARTIAL RELEASE OF EASEMENT AND AMENDMENT AND RESTATEMENT OF EASEMENT – OFFICIAL RECORDS BOOK 7768, PAGE 1758. **AFFECTS SUBJECT PROPERTY AS SHOWN HEREON**

–DISTRIBUTION EASEMENT – OFFICIAL RECORDS BOOK 5083, PAGE 1220.
AFFECTS THE PORTION OF SUBJECT PROPERTY LYING IN LOT 7, NORTH GROVE. BLANKET IN NATURE AND CANNOT BE SHOWN

–POST CLOSING AND TEMPORARY CONSTRUCTION EASEMENT – OFFICIAL RECORDS BOOK 12843, PAGE 2056.
AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, AND THERE ARE NO PLOTTABLE EASEMENTS

–CONCURRENCY DEVELOPER'S AGREEMENT – OFFICIAL RECORDS BOOK 12592, PAGE 1394. **AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, AND THERE ARE NO PLOTTABLE EASEMENTS**

–TOWN OF DUNDEE WATDF ALLOCATION AGREEMENT – OFFICIAL RECORDS BOOK 13246, PAGE 1315, AS AMENDED AND RESTATED BY THAT FOWN OF DUNDEE WATER ALLOCATION AGREEMENT (EFFECTIVE DATE SEPTEMBER 24, 2024). **AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, CANNOT BE GRAPHICALLY DEPICTED**

–RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT – OFFICIAL RECORDS BOOK 12812, PAGE 1152
AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, AND THERE ARE NO PLOTTABLE EASEMENTS

–DECLARATION OF COVENANT AND RESTRICTIONS FOR LANDINGS AT LAKE MABEL LOOP FILED JULY 26, 2024 (OFFICIAL RECORDS BOOK 13205, PAGE 1684
AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, AND THERE ARE NO PLOTTABLE EASEMENTS

LEGAL DESCRIPTION:

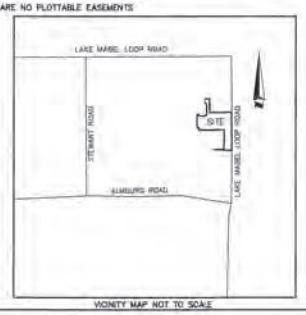
A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY FLORIDA AND INCLUDES A PORTION OF LOT 7, NORTH GROVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 105, PAGE 40 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE RUN SOUTH 00° 36' 09" EAST ALONG THE EAST LINE OF SAID LOT 7 AND THE SOUTHERLY EXTENSION THEREOF FOR A DISTANCE OF 461.56 FEET TO THE SOUTH LINE OF SAID LOT 7; THENCE RUN NORTH 89° 29' 03" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 726.13 FEET TO THE WEST RIGHT OF WAY LINE OF LAKE MABEL LOOP ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 12553, PAGE 357 OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 00° 44' 28" EAST FOR A DISTANCE OF 93.81 FEET; THENCE RUN SOUTH 03° 20' 33" EAST FOR A DISTANCE OF 110.15 FEET; THENCE RUN SOUTH 00° 44' 28" EAST FOR A DISTANCE OF 812.10 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF LAKE MABEL LOOP ROAD, ACCORDING TO MAP BOOK 11, PAGES 144 THROUGH 156, OF SAID PUBLIC RECORDS. SAID POINT ALSO BEING ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN SOUTH 00° 28' 21" WEST ALONG SAID WEST RIGHT OF WAY LINE AND EAST LINE FOR A DISTANCE OF 267.08 FEET TO THE NORTH LINE OF PARCEL 3 AS DESCRIBED IN OFFICIAL RECORDS BOOK 12751, PAGE 756 AS RECORDED IN SAID PUBLIC RECORDS; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE AND EAST LINE RUN NORTH 87° 11' 04" WEST ALONG THE NORTH LINE OF SAID PARCEL 3 FOR A DISTANCE OF 915.21 FEET; THENCE DEPARTING SAID NORTH LINE RUN NORTH 80° 24' 17" EAST FOR A DISTANCE OF 348.97 FEET; THENCE RUN NORTH 00° 21' 58" WEST FOR A DISTANCE OF 157.02 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 85.00 FEET, WITH A CHORD BEARING OF NORTH 16° 54' 00" EAST, AND A CHORD DISTANCE OF 50.50 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34° 33' 37" FOR A DISTANCE OF 51.27 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00° 21' 58" WEST FOR A DISTANCE OF 451.84 FEET; THENCE RUN SOUTH 89° 38' 02" WEST FOR A DISTANCE OF 882.00 FEET; THENCE RUN NORTH 00° 21' 58" WEST FOR A DISTANCE OF 82.84 FEET; THENCE RUN SOUTH 89° 38' 02" WEST FOR A DISTANCE OF 60.00 FEET; THENCE RUN NORTH 00° 21' 58" WEST FOR A DISTANCE OF 440.09 FEET; THENCE RUN NORTH 89° 38' 02" EAST FOR A DISTANCE OF 93.00 FEET; THENCE RUN SOUTH 00° 21' 58" EAST FOR A DISTANCE OF 28.84 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF SOUTH 45° 21' 58" EAST, AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89° 38' 02" EAST FOR A DISTANCE OF 184.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF NORTH 44° 38' 02" EAST, AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR A DISTANCE OF 39.27 FEET TO A NON-TANGENT LINE; THENCE RUN NORTH 89° 38' 02" EAST FOR A DISTANCE OF 60.00 FEET; THENCE RUN NORTH 00° 21' 58" WEST FOR A DISTANCE OF 341.84 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 85.00 FEET, WITH A CHORD BEARING OF NORTH 40° 38' 01" WEST, AND A CHORD DISTANCE OF 110.63 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81° 12' 05" FOR A DISTANCE OF 120.46 FEET TO A NON-TANGENT LINE; THENCE RUN NORTH 00° 21' 58" WEST FOR A DISTANCE OF 128.22 FEET TO THE NORTH LINE OF AFORESAID LOT 7; THENCE RUN NORTH 89° 46' 21" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 172.53 FEET TO THE **POINT OF BEGINNING.**

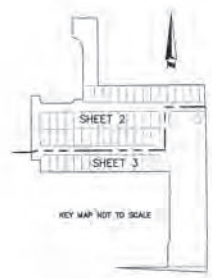
CONTAINING 20.538 ACRES, MORE OR LESS.

LEGEND

■	DENOTES SET 4" X 4" CONCRETE MONUMENT L.B. # 6723 PERMANENT REFERENCE MONUMENT (PRM), UNLESS OTHERWISE SHOWN
⊛	DENOTES SET 1/2" IRON ROD AND/OR NAIL & DISK L.B.# 6723 PERMANENT CONTROL POINT (P.C.P.)
◎	DENOTES SET NAIL AND DISK L.B. #6723 PERMANENT REFERENCE MONUMENT (PRM)
L.B.	DENOTES LICENSED BUSINESS
CM	DENOTES CONCRETE MONUMENT
IRC	DENOTES IRON ROD AND CAP
NAVD-88	NORTH AMERICAN VERTICAL DATUM OF 1988
OCR	DENOTES CERTIFIED CORNER RECORD
NAD	NORTH AMERICAN DATUM
PG(S)	DENOTES PAGE(S)
℄	DENOTES CENTERLINE
—	DENOTES CHANGE IN DIRECTION ALONG R/W LINES
O.A.	DENOTES OVERALL
N.R.	DENOTES NON-RADIAL LOT LINE
U.E.	DENOTES UTILITY EASEMENT
P.D.E.	DENOTES PRIVATE DRAINAGE EASEMENT
D.E.	DENOTES DRAINAGE EASEMENT
P.S.M.	DENOTES PROFESSIONAL SURVEYOR AND MAPPER
L.S.	LIFT STATION
Ⓟ	DENOTES POINT NUMBER FOR STATE PLANE COORDINATES
R/W	DENOTES RIGHT-OF-WAY
P.T.	DENOTES POINT OF TANGENCY
N.T.	DENOTES NON TANGENT
P.C.	DENOTES POINT OF CURVATURE
P.I.	DENOTES POINT OF INTERSECTION



VICINITY MAP NOT TO SCALE



KEY MAP NOT TO SCALE

SHEET INDEX
SHEET 1 OF 3 – LEGAL DESCRIPTION, DEDICATION, SURVEYOR'S NOTES & LEGEND
SHEETS 2 AND 3 OF 3 BOUNDARY INFORMATION, LOT AND TRACT GEOMETRY

ALLEN & COMPANY
SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
LICENSED BUSINESS #6723
15 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 FAX (407) 654-5356

NOTICE:

This plat as recorded, in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this County.

ACKNOWLEDGEMENT AND CERTIFICATE OF ACCEPTANCE

"LANDINGS AT LAKE MABEL LOOP HOMEOWNERS ASSOCIATION INC", acknowledges and accepts the dedications, conveyances and maintenance responsibilities shown hereon.

"LANDINGS AT LAKE MABEL LOOP HOMEOWNERS ASSOCIATION, INC."

By: _____ HOA PRESIDENT (Printed Name: Stephen McCann)
Witness: _____ (Signature) Witness: _____ (Signature)
Miranda Lane (Printed Name) Stephen Wick (Printed Name)

CERTIFICATE OF APPROVAL BY TOWN OF DUNDEE:

TOWN COMMISSION APPROVAL
STATE OF FLORIDA
COUNTY OF POLK
TOWN OF DUNDEE

It is hereby certified that this plat has been officially approved for recording and all offers of dedication accepted by the Town Commission of the Town of Dundee, Polk County, Florida, this 7th day of October 2024 by Resolution No. 24-26

By: _____ Date: 10/23/ 2024
Sam Pennant, Mayor
By: _____ Date: 10/23/ 2024
Tandra Davis, Town Manager
Attest: Lita O'Neill
Lita O'Neill, Town Clerk

TOWN PLANNING & ZONING BOARD

REVIEW OF PLAT BY TOWN PLANNING AND ZONING BOARD
STATE OF FLORIDA
COUNTY OF POLK
TOWN OF DUNDEE

This plat has been reviewed and acknowledged by:

_____ Date: 10-23 2024.
Name: Jeffrey Gunter, Chairman of Planning & Zoning

CERTIFICATE OF SURVEYOR:

STATE OF FLORIDA
COUNTY OF POLK

I hereby certify that this plat is a true and correct representation of the lands as surveyed under my responsible direction and supervision and that this plat complies with all survey requirements of Part 1 of Chapter 177 of the Florida Statutes. All lot sizes and lot dimensions are correctly shown hereon. All necessary permanent reference monuments and permanent control points required by Part 1 of Chapter 177 of the Florida Statutes have been set and are correctly shown hereon.

Date: 10/2 2024 Signature: _____
James L. Rickards P.S.M. #5633
Allen & Company
16 East Plant Street
Winter Garden, Florida 34787
Licensed Business No. 6723

LANDINGS AT LAKE MABEL LOOP PHASE 1
DEDICATION

STATE OF FLORIDA
COUNTY OF POLK
KNOW ALL MEN BY THESE PRESENTS THAT KB HOME ORLANDO, LLC, A DELAWARE LIMITED LIABILITY COMPANY, owner of the lands described in this plat of "Landings At Lake Mabel Loop Phase 1" does hereby dedicate Tract M (roadway), drainage easements (D.E.) and the utility easements (U.E.) shown hereon to the Town of Dundee, its successors and/or assigns for the perpetual use of the public, and more specifically dedicated:

To the Town of Dundee: Tract B (Additional right-of-way)

To the Town of Dundee: the lift station, lift station improvements, utility infrastructure, utilities and appurtenances as shown hereon as Tract C (lift station).

To the Town of Dundee: an easement over, under and across all tracts for the benefit, maintain, operate, repair and replace their facilities pertaining to fire and domestic water laterals and mains, sanitary sewer laterals and mains, drainage structures and drainage areas within the Landings At Lake Mabel Loop Phase 1 development. The Town of Dundee shall have use and benefit to have vehicular and pedestrian access for ingress and egress purposes within the development as needed to facilitate their services within the development.

To the Town of Dundee: an easement over, under and across all tracts for emergency maintenance and/or repairs of the stormwater system along with the right but not the obligation to perform the same, also the use and benefit of all the rights and use of access routes within the Landings At Lake Mabel Loop Phase 1 development for emergency vehicles and their respective personnel such as the sheriff, police, fire and rescue services the right to have ingress and egress on all roadways, trails and all other areas as shown within the Landings At Lake Mabel Loop Phase 1 development.

To the Town of Dundee: an easement over, under, and all tracts and the private drainage easements (P.D.E) shown hereon for emergency maintenance and repairs to the storm water management facilities as may be necessary to protect public improvements, together with the right, but not the obligation to perform emergency maintenance and repairs to the storm water management facilities therein.

To the Landings at Lake Mabel Loop Homeowners Association, Inc., a Florida not-for-profit Corporation: Tract A (pond 1/landscape buffer), tract A3 (open space/landscape buffer); tracts B, J and J-1 (open space) and the private drainage easements (P.D.E) shown hereon. the Town of Dundee shall not be responsible for the maintenance of any part of the stormwater facilities within said tracts.

To the providers of public utilities: a perpetual easement over, across, upon and beneath all utility easements (U.E.) and rights-of-way as shown on this plat for the purpose of installing, operating and maintaining utilities installed therein.

IN WITNESS WHEREOF, the undersigned, KB HOME ORLANDO, LLC, a Delaware limited liability company, has caused these presents to be executed and acknowledged by Stephen McCann, its Vice President of Land Development thereto duly authorized on this 23rd day of October, 2024.

Signed and sealed and delivered in our presence as witnesses:

1. Signature: Miranda Lane
Printed Name:
2. Signature: Eileen Sesto
Printed Name:

OWNER: KB HOME ORLANDO, LLC a Delaware limited liability company
Signature: _____
Stephen McCann
Printed Name: Stephen McCann
Vice President of Land Development

State of Florida
County of Orange

The foregoing instrument was acknowledged before me, by means of (X) physical presence or ( ) online notarization, this 23rd day of October 2024, by STEPHEN MCCANN as Vice President of Land Development of KB HOME ORLANDO, LLC a Delaware limited liability company, such person (X) is personally known to me or ( ) has produced _____ as identification.

Notary Public: _____
Notary Public State of Florida Eileen Sesto My Commission HH 115262 Expires 07/12/2025
Printed Name: Eileen Sesto
My Commission Expires: 07/12/2025
Commission Number: HH 115262

TOWN ENGINEERING CONSULTANT

STATE OF FLORIDA
COUNTY OF POLK
TOWN OF DUNDEE

This plat is hereby approved by the Town of Dundee consultant engineer, this 7th day of October 2024.

By: _____ Date: Oct 7th 2024.
Name: Alan L. Ray P.E.

REVIEWING SURVEYOR'S APPROVAL:

STATE OF FLORIDA
COUNTY OF POLK
TOWN OF DUNDEE

This plat has been reviewed and found to be substantially in compliance with the provisions of Chapter 177, Florida Statutes relating to the making of plats and maps. No confirmation of mathematical closure or the placement of PRM's and PCP's in the field was made by my review.

By: _____ Date: Oct 7th 2024.
Name: Alan L. Ray P.S.M. # 6736
Address:

CLERK OF CIRCUIT COURT:

CERTIFICATION
STATE OF FLORIDA
COUNTY OF POLK

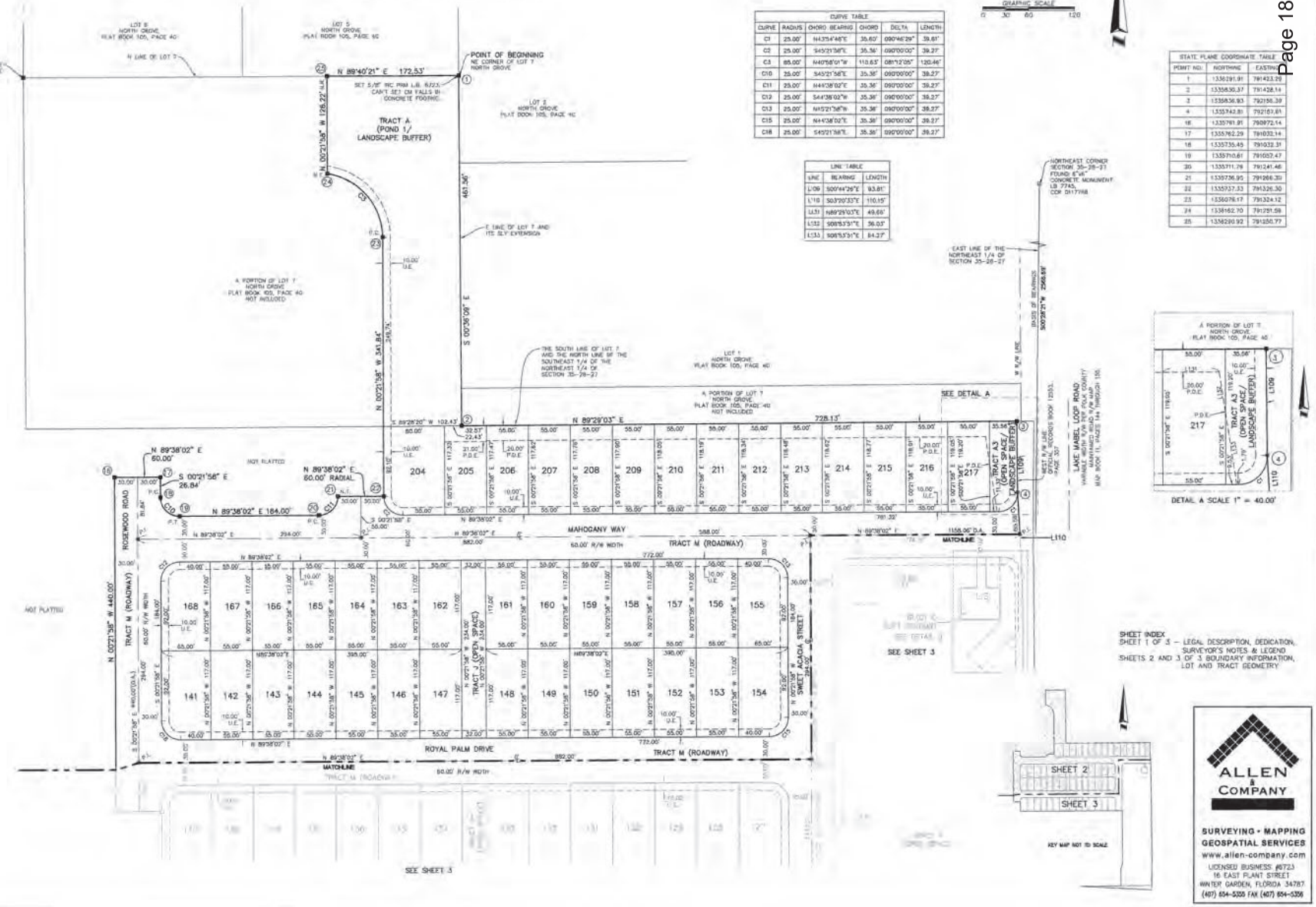
I, Stacey M. Butterfield, Clerk of the Circuit Court of Polk County, Florida, do hereby certify that this plat has been examined and that it complies in form with all requirements of the statutes of Florida pertaining to map and plats, and that this plat has been filed for record in Plat Book 209 Page(s) 45-47 of the Public Records of Polk County, Florida this 24th day of October 2024.

By: _____ Stacey M. Butterfield Clerk of Circuit Court Deputy Clerk

LANDINGS AT LAKE MABEL LOOP PHASE 1

SHEET 2 OF 3 | PLAT BOOK 209 PAGE 46

REPLATTING A PORTION OF LOT 7, NORTH GROVE, PLAT BOOK 105 PAGE 40
OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND A PORTION OF LAND
LYING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST,
TOWN OF DUNDEE, POLK COUNTY, FLORIDA



CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C1	25.00'	N43°54'48"E	35.60'	090°46'29"	39.61'
C2	25.00'	S45°21'58"E	35.36'	090°00'00"	39.27'
C3	85.00'	N40°58'01"W	110.63'	081°12'05"	120.46'
C10	25.00'	S45°21'58"E	35.36'	090°00'00"	39.27'
C11	25.00'	N44°38'02"E	35.36'	090°00'00"	39.27'
C12	25.00'	S44°38'02"W	35.36'	090°00'00"	39.27'
C13	25.00'	N45°21'58"W	35.36'	090°00'00"	39.27'
C15	25.00'	N44°38'02"E	35.36'	090°00'00"	39.27'
C16	25.00'	S45°21'58"E	35.36'	090°00'00"	39.27'

LINE TABLE		
LINE	BEARING	LENGTH
L109	S00°44'26"E	93.81'
L110	S03°20'33"E	110.15'
L131	N89°29'03"E	49.66'
L132	S08°53'51"E	36.03'
L133	S08°53'51"E	84.27'

STATE PLANE COORDINATE TABLE		
POINT NO.	NORTHING	EASTING
1	1336291.91	791423.20
2	1335830.37	791428.14
3	1335836.93	792156.39
4	1335742.80	792163.81
16	1335761.91	790972.14
17	1335762.29	791033.14
18	1335735.45	791032.31
19	1335710.61	791057.47
20	1335711.79	791241.46
21	1335736.95	791266.30
22	1335737.33	791326.30
23	1336076.17	791324.12
24	1336162.70	791251.59
25	1336290.92	791250.77

SHEET INDEX
SHEET 1 OF 3 – LEGAL DESCRIPTION, DEDICATION, SURVEYOR'S NOTES & LEGEND
SHEETS 2 AND 3 OF 3 BOUNDARY INFORMATION, LOT AND TRACT GEOMETRY

ALLEN & COMPANY
SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
LICENSED BUSINESS #6723
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 FAX (407) 654-5356

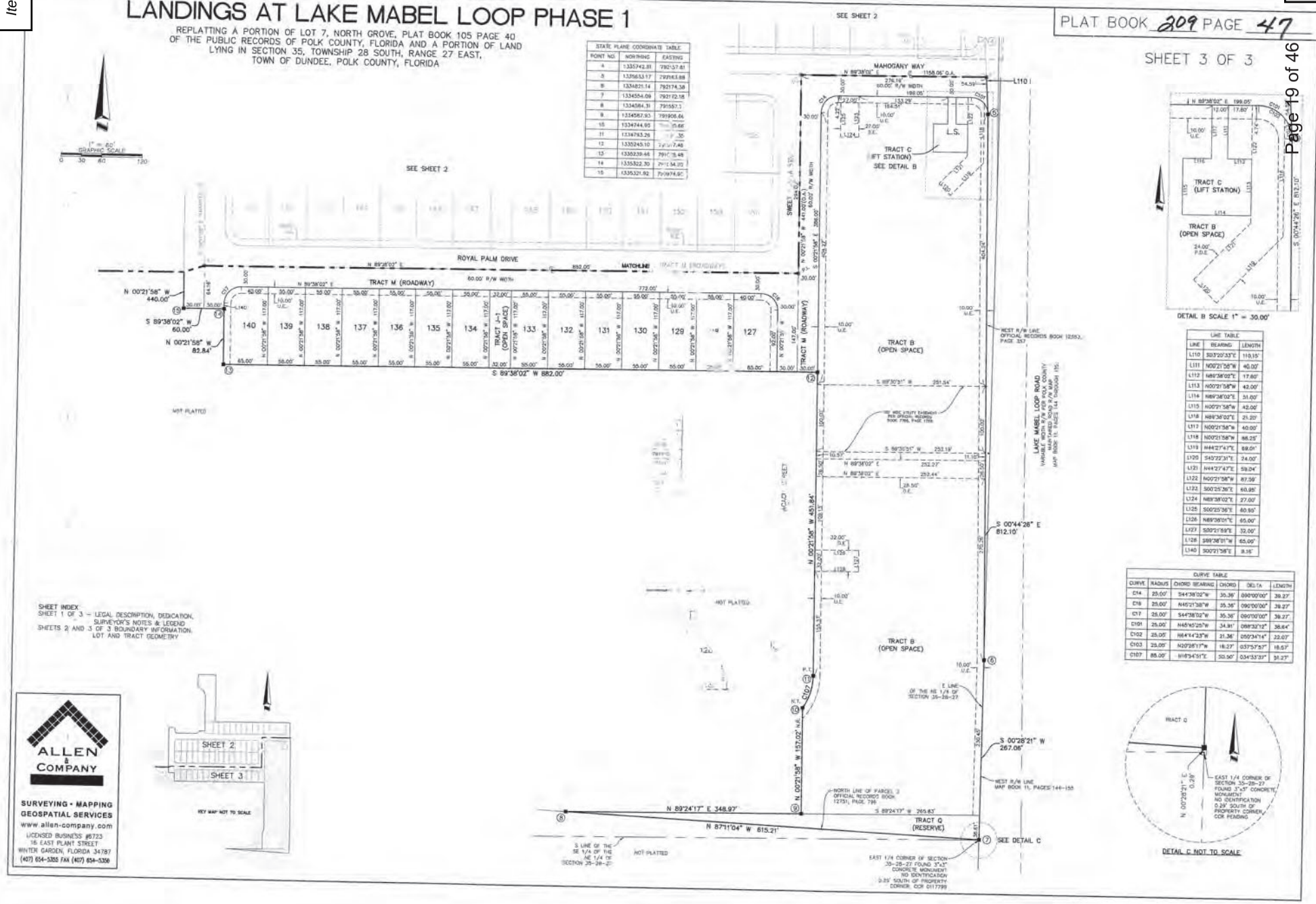
LANDINGS AT LAKE MABEL LOOP PHASE 1

REPLATTING A PORTION OF LOT 7, NORTH GROVE, PLAT BOOK 105 PAGE 40 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND A PORTION OF LAND LYING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA

PLAT BOOK 209 PAGE 47

SHEET 3 OF 3

STATE PLANE COORDINATE TABLE		
POINT NO.	NORTHING	EASTING
4	1335742.81	792157.81
5	1335653.17	792163.88
6	1334821.14	792174.38
7	1334554.09	792172.18
8	1334584.31	791557.1
9	1334587.93	791908.64
10	1334744.95	[illegible]
11	1334763.26	[illegible]
12	1335245.10	[illegible]
13	1335239.46	[illegible]
14	1335322.30	[illegible]
15	1335321.92	[illegible]



SHEET INDEX
SHEET 1 OF 3 – LEGAL DESCRIPTION, DEDICATION, SURVEYOR'S NOTES & LEGEND
SHEETS 2 AND 3 OF 3 BOUNDARY INFORMATION, LOT AND TRACT GEOMETRY

DETAIL B SCALE 1" = 30.00'

LINE TABLE		
LINE	BEARING	LENGTH
L110	S03°20'33"E	110.15'
L111	N00°21'58"W	40.00'
L112	N89°38'02"E	17.80'
L113	N00°21'58"W	42.00'
L114	N89°38'02"E	51.00'
L115	N00°21'58"W	42.00'
L116	N89°38'02"E	21.20'
L117	N00°21'58"W	40.00'
L118	N00°21'58"W	88.25'
L119	N44°27'47"E	69.01'
L120	S45°22'31"E	24.00'
L121	N44°27'47"E	59.04'
L122	N00°21'58"W	87.59'
L123	S00°25'36"E	60.95'
L124	N89°38'02"E	27.00'
L125	S00°25'36"E	60.95'
L126	N89°38'01"E	65.00'
L127	S00°21'59"E	32.00'
L128	S89°38'01"W	65.00'
L140	S00°21'58"E	8.16'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C14	25.00'	S44°38'02"W	35.36'	090°00'00"	39.27'
C16	25.00'	N45°21'58"W	35.36'	090°00'00"	39.27'
C17	25.00'	S44°38'02"W	35.36'	090°00'00"	39.27'
C101	25.00'	N48°45'25"W	34.91'	088°32'12"	38.64'
C102	25.00'	N64°44'23"W	21.36'	050°34'14"	22.07'
C103	25.00'	N20°28'11"W	18.27'	037°57'57"	16.57'
C107	85.00'	N16°54'51"E	50.50'	034°33'37"	51.27'

DETAIL C NOT TO SCALE

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(407) 654-5355 FAX (407) 654-5356

Resolution No. 25-39
Exhibit “C”

Town of Dundee

DEVELOPMENT SERVICES

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

October 1, 2025

Genevieve LaBuda
Poulos & Bennett, LLC
2602 E Livingston St.
Orlando, Florida 32803

RE: Landings at Lake Mabel Loop Phase 1 Subdivision

Dear Genevieve,

The Town of Dundee acknowledges the completion of all requirements for the water and wastewater utility construction. As well as roads/street and related right-of-way infrastructure, for the above referenced subdivision in accordance with applicable Town of Dundee standards. The Town Commission approved the final plat on October 8, 2024 by Resolution 24-26 for Landings at Lake Mabel Loop Phase 1 Subdivision,

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

Sincerely,

Lorraine Peterson

Lorraine Peterson
Assistant Town Manager/Development Services Director
Town of Dundee
124 Dundee Road
Dundee, Florida 33838-4306
LPeterson@townofdundee.com
Office: 863-438-8330 ext. 233

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

Resolution No. 25-39
Exhibit “D”

TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY

APPLICANT:	Landings at Lake Mabel Loop, LLC KB Home Orlando, LLC
DEVELOPMENT:	LANDINGS AT LAKE MABEL LOOP ("Development")
PARCEL NUMBER(S):	272835-000000-012010, 272835-000000-021020, 272835-000000-023020 and 272853050-000071.
LEGAL DESCRIPTION:	See attached legal description(s) and map(s).
REQUEST:	Section 6.01.07.03 of the Land Development Code of the Town of Dundee – *Adequacy Determination Potable Water*

I. General Narrative.

The Town of Dundee (the "Town") is a Florida municipal corporation vested with home rule authority pursuant to the *Municipal Home Rule Powers Act* (Ch. 166, Fla. Stat.) and Article VIII, §2 of the Florida Constitution.

Section(s) 163.3161 through 163.3215, Florida Statutes (2024), the *Local Government Comprehensive Planning and Land Development Regulation Act*, empowers and mandates that the Town plan for future development and growth.

Pursuant to *Section 6.01.07.04 of the Land Development Code of Dundee* (hereafter the "LDC"), the Town is the sole provider of water utility service(s) within its Chapter 180, Florida Statutes, Utility Service Area (the "USA") and all new development is required to connect to the Town's Water System.

Pursuant to applicable Florida law, the Development is a *master planned community* which is located within the corporate limits of the Town and the USA; and, pursuant to *Section 7.02.08 of the LDC*, the Development is a residential development project to be *built in phases*.

On November 8, 2022, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the "Town Commission") passed and adopted *Town of Dundee*

TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY

Resolution No. 22-49 approving the Certified Subdivision Plan for the Development with Conditions (hereafter the "CSP").

On October 22, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Resolution No. 24-26* approving the *Landings at Lake Mabel Loop Phase 1 Final Plat* with Conditions (hereafter the "Phase 1 Approval").

Pursuant to *Sec. 54-9 of the Code of Ordinances of the Town of Dundee, Florida* (hereafter the "Code") and *Sections 6.01.04, 6.01.07.03, and 6.01.10(C) of the LDC*, as a *condition of approval* of the CSP, the Town and Applicant negotiated and entered into a *Concurrency Developer's Agreement* in order to identify and address, at a minimum, the following: *(i)* at that time, the Town did not have the necessary utility infrastructure, utility facilities, and/or allocable potable water capacity to serve the Development; *(ii)* the CSP, for the purpose of providing a basis upon which a final subdivision plat for the Development may be considered for approval, would not be considered complete until the Town has the ability to provide allocable potable water capacity for the Development; and *(iii)* by entering into the *Concurrency Developer's Agreement*, the Applicant acknowledged and agreed to assume all risk(s) associated therewith.

The Applicant did in fact negotiate and enter into a *Concurrency Developer's Agreement* and two (2) *Water Supply Allocation Agreement(s)* for the Development (hereafter collectively the "Agreements") with the Town. Pursuant to the terms and conditions of the Agreements, any credit or increase to the Town of Dundee Public Supply Water Use Permit, Permit No. 20005893.014 (hereafter the "Town WUP"), by virtue of any transferred agricultural well(s) shall be allocated to the Development.

Pursuant to applicable law which includes, but shall not be limited to, *Section 6.01.04 of the LDC*, where concurrency deficiencies are identified, agreement(s) entered into in order to provide the needed service(s) shall be a condition of development approval of and/or for any development plan(s).

On **May 21, 2025**, pursuant to the Code, the LDC, and applicable provision(s) of the Agreements, the Applicant submitted a request to the Town for an *adequacy determination* related to potable water concurrency for the Development.

Based on the aforementioned, this *adequacy determination* shall **not** modify the terms and conditions of the Agreements (see **Exhibit "B"**); and, in the event of any

TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY

conflict(s) between the findings set forth in the *adequacy determination* and the terms and conditions set forth in the Agreements, the Agreements shall be the governing document(s) and take precedence.

II. Moratorium.

On September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Ordinance No. 24-09* (the "Ordinance") establishing a moratorium on the acceptance and processing of applications for residential annexations, rezonings, building permits, planned developments, master planned communities, development order(s), and development permits, amongst others.

The purpose of the Ordinance was to place a temporary moratorium on the acceptance and processing of applications for residential *development orders* and *development permits* for real property consisting of more than one (1) acre located within the corporate limits of the Town of Dundee, Florida, in order for the Town to address, amongst other things, potable water capacity and applicable level(s) of service in the Town's water utility system.

Copies of the CSP, Phase 1 Approval, and the Ordinance are attached hereto as **Exhibit "A"** and incorporated herein by reference.

Pursuant to *Section 5* and *Section 6* of the Ordinance (see **Exhibit "A"**), the Ordinance provided for certain exception(s) to the moratorium imposed which include, but are not limited to, the following: *(i)* any credit/increase received to the Town's Public Supply Water Use Permit (hereafter the "Town WUP") arising out of the transfer of agricultural wells pursuant to and/or in accordance with the Agreements; and *(ii)* any individual exceptions authorized by the Town Commission for those developers with *extraordinary hardship(s)* or *vested development rights.*

Copies of the Agreements are attached hereto as **Exhibit "B"** and incorporated herein by reference.

This *adequacy determination* is issued pursuant to the terms and conditions of the Ordinance (see **Exhibit "A"**) and the Agreements (see **Exhibit "B"**); and, in the event of any conflict(s) between the findings set forth in the *adequacy determination* and the terms

TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY

and conditions set forth in the Agreements, the Agreements shall be the governing document(s) and take precedence.

III. Public Supply Water Use Permit, Permit No. 20005893.014.

On May 20, 2025, the Southwest Florida Water Management District (SWFWMD) held a Governing Board Meeting (hereafter the "SWFWMD Meeting"); and, at that time, SWFWMD *conditionally approved* Consent Agenda Item No. 2.5 which consisted of the Town's application for the renewal of the Town WUP (hereafter the "WUP Renewal").

The conditions of approval for the WUP Renewal are memorialized and made a part of the WUP Renewal which was issued on May 20, 2025. The WUP Renewal authorizes an annual average quantity increase from 917,500 gallons per day (GPD) to 1,702,700 GPD.

A copy of the WUP Renewal is attached hereto as **Exhibit "C"** and incorporated herein by reference.

Pursuant to the terms and conditions set forth in the WUP Renewal, the approved increase in withdrawals from the Upper Floridian Aquifer (UFA) above the 2025 demand is supported by *impact offsets* associated with the pending retirement of eighteen (18) existing water use permits related to the land use transition(s) of and/or for the agricultural wells which are the subject of the Agreements.

As a direct result of the WUP Renewal, on **June 24, 2025**, at a duly notice public meeting, the Town Commission approved *Town of Dundee Resolution No. 25-21* (hereafter the "Resolution") supporting certain amendments to the *Town of Dundee 2030 Comprehensive Plan*, the Code, and the LDC in order to amend the Town's level of service requirements for an *Equivalent Residential Connection* (ERC) from 360 GPD to 250 GPD for a standard single-family dwelling unit.

A copy of the Resolution is attached hereto as **Exhibit "D"** and incorporated herein by reference.

TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY

IV. Adequacy Determination and Certification.

Unless specifically provided for in this *Certification of Sufficient Potable Water Capacity* (hereafter the "Certification"), this Certification shall not constitute a waiver or variance from applicable law which includes, but shall not to be limited to, the *Code of Ordinances of the Town of Dundee, Florida*; the *Land Development Code of Dundee*; and/or applicable provision(s) and conditions set forth in any agreement(s), *development order(s)* and/or *development permit(s)*[1] entered into or issued for the Development.

Pursuant to *Sec. 54-2 of the Code*, land development within the corporate limits of the Town of Dundee, Florida, and/or Town of Dundee *utility service area* shall be permitted only where adequate water facilities exist.

Pursuant to *Section 6.01.01 of the LDC*, no development shall be approved unless public facilities are or will be available to serve a proposed development, such that the adopted *levels of service* ("LOS") are maintained, concurrent with the impacts of the proposed development; and, in accordance with *Section 54-9 of the Code* and *Article 6 of the LDC*, the Agreements shall be a condition of development approval of and/or for any development plan(s) arising out of and/or related to the Development.

For purposes of the Development and pursuant to applicable law which includes, but shall not to be limited to, the Code, the LDC, and/or applicable provision(s) and conditions set forth in the Agreements, the Town has determined and certifies, as follows:

1. The terms, condition(s), and covenants set forth in the Agreements for the CSP shall remain in full-force and effect.

2. This Certification shall allocate potable water capacity for purposes of determining whether adequate potable water capacity is available and allocable to and/or for the Development.

3. This Certification shall not create any vested right(s) and/or development entitlement(s); and therefore, this Certification shall not be interpreted to

[1] For purposes of this Order, the terms *development order* and *development permit* shall have the meaning(s) provided in *§163.3164, Florida Statutes (2024)*.

TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY

create any vested right and/or entitlement to develop the Property in accordance with any development plan(s) and/or documents submitted to the Town for the Development.

4. Beginning on its effective date, this Certification shall constitute an adequacy determination and notice of concurrency certification under the Code and LDC of available potable water service capacity to serve the Development within the Town's municipal water system for a period not to exceed five (5) calendar years (the "Term"), subject to the terms, conditions, and provisions herein. This Certification is specific to the Development, limited to capacity only, and is non-transferrable. Upon approval by resolution of the Town Commission or otherwise of the final subdivision plat for the Development or final subdivision plat for a phase of the Development, the Term provided for herein shall terminate; and, pursuant to *Section 6.01.05(A) of the LDC*; the Development shall receive an allocation of potable water service capacity for the applicable term beginning on the effective date of the subject resolution and/or subdivision plat approval.

5. The Town shall not vest potable water capacity in and/or for the Development unless and until the Applicant has paid the applicable *connection fee(s)* as provided and specifically set forth in *Chapter 54 of the Code*.

6. The effective date of this Certification shall be the date on which this Certification is duly executed by the Town and Applicant.

7. This Certification may be executed in counterparts.

8. Pursuant to the Agreements and WUP Renewal, it has been found and determined that, for purposes of the Development, an *equivalent residential connection* (hereafter "ERC") shall equate to 250 GPD for each new residential connection; and pursuant to the WUP Renewal and Resolution, the Development shall be allocated potable water capacity for **177** *equivalent residential connections* (i.e., the remaining number of equivalent residential connections following the *Phase 1 Approval* which vested potable water capacity for 40 residential units) in and/or for the Development for the term set forth in Paragraph 4 (see above).

TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY

9. This Certification is related only to the allocation of potable water service capacity and shall not grant authority to alter the Property.

10. This Certification shall not waive any permitting requirements, including building permits, that may be required by Federal, State, or County agencies which may have jurisdiction.

By executing this Certification, the Town and Applicant acknowledge, agree, and affirm that the Town has fully-satisfied and/or performed the obligations and requirements set forth in the Agreements; and the Applicant and its successors and assigns agree to indemnify and hold the Town, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys' fees and costs) related to and/or arising out of this Certification, the Agreements, and the Applicant's transfer of the agricultural wells to the Town.

[*Remainder of page intentionally left blank*]

TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY

Executed by the parties on the date shown adjacent thereto:

TOWN OF DUNDEE, FLORIDA:

_____ **[Date]**
Joeseph Carbone, Interim Town Manager

Attest:

_____
Erica Anderson, Town Clerk

Approved as to Form:

_____
Frederick J. Murphy, Jr., Town Attorney

TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY

The Applicant:

KB Home Orlando, LLC,
an active Delaware limited liability company

By: Casey Dare [ ]
Casey Dare
Vice President Operations
KB Home Orlando, LLC

Witness — [Date] 7/16/25

Witness — [Date] 7/16/25

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 16th day of July, 2025, by Casey Dare as VP, Operations, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public State of Florida
Eileen Sesto
My Commission HH 683570
Expires 7/12/2029

Notary Public, State of Florida
Printed Name: Eileen Sesto
My commission expires: 7/12/29

TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY

The Applicant:

Landing at Lake Mabel Loop, LLC,
an active Florida limited liability company

By: _____ [7.14.2025]
David A. Waronker, Manager of CBD Land Investors, LLC, an active Florida limited liability company

_____ July 14th, 2025
Witness raj balkaran [Date]

_____ July 14th, 2025
Witness Yolanda Perez [Date]

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 14th day of July, 2025, by David Waronker as Manager, on its behalf, who is personally known to me or who has produced FL DL as identification.

_____
Notary Public, State of Florida
Printed Name: Naresh Balkaran
My commission expires: 01-22-2028

NARESH BALKARAN
MY COMMISSION # HH 447120
EXPIRES: January 22, 2028

Resolution No. 25-39
Composite Exhibit “E”

TOWN OF DUNDEE, FLORIDA
RESIDENTIAL MAINTENANCE BOND

Bond No. 024289558

KNOWN ALL MEN BY THESE PRESENTS, that we, **KB Home Orlando, LLC** as **Principal**, and **Liberty Mutual Insurance Company**, a corporation organized and doing business under and by virtue of the laws of the State of Massachusetts and duly licensed to conduct surety business in the State of Florida, as **Surety**, are held and firmly bound unto The Town of Dundee, Florida, a municipal corporation organized and existing under the laws of the State of Florida, as **Obligee**, in the sum of Three Hundred Twenty Seven Thousand One Hundred Twenty Eight Dollars and 88 Cents ($327,128.88), for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

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

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

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

WHEREAS, as a condition of acceptance of the Improvements, the Principal agrees to provide to the Obligee a maintenance bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements by Town of Dundee Resolution No. _____.

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

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

Initials _____

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

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

3. **Applicable Law, Jurisdiction and Venue.** This Residential Maintenance Bond shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida.

4. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

The Principal at:

KB Home Orlando, LLC
9102 Southpark Center Loop Suite 100
Orlando, FL 32819

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

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 14th day of October, **2025.**

Witness

Eileen Sestro
Printed Name

Witness

Juan Pardo
Printed Name

PRINCIPAL:

KB Home Orlando, LLC
Name of Corporation

By:

Fred Wyborski
Printed Name
Title: Division President
(SEAL)

Witness

My Hua
Printed Name

Witness

Claire Trinidad
Printed Name

SURETY:

Liberty Mutual Insurance Company
Name of Corporation

By:

Brenda Wong
Printed Name
Title: Attorney-in-Fact
(SEAL)

(attach power of attorney)

Initials

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE§ 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On 10/1-11 2025 before me, Marie Claire Trinidad, Notary Public ,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Brenda Wong - - -

Liberty Mutual. SURETY

POWER OF ATTORNEY

Certificate No: 8204866

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

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, Brenda Wong all of the city of Los Angeles, state of CA 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 1st day of July, 2024.

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

By: Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact 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, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this 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 14th day of October, 2025.

By: Renee C. Llewellyn, Assistant Secretary

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

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

POULOS & BENNETT
a Pape-Dawson company

Orlando Office
2602 E. Livingston Street
Orlando, Florida 32803

(407) 487-2594
www.poulosandbennett.com

Jacksonville Office
7563 Philips Hwy., Suite 303
Jacksonville, Florida 32256

RAYL ENGINEERING & SURVEYING, LLC

☒ Reviewed without objection
☐ Rejected
☐ Resubmit

Review is only for general conformance of the submittal with information given and the design concept expressed in the Contract Documents, Plans, and Specifications. Comments made during this review do not provide relief from compliance with the requirements of the same. The Contractor is responsible for confirming and correlating all quantities, dimensions, site conditions, construction means, methods, sequences, procedures, and the coordination of all trades.

Caleb Wingo — Oct 01 2025
Name — Date
810 East Main Street, Bartow, FL 33830 • 863-537-7901

September 29, 2025

Ms. Brenda Carter
Development Services Coordinator
Town of Dundee
202 W Main St
Dundee, FL.33838

Subject: Landings at Lake Mable
Engineer's Certification of Construction Cost
Poulos & Bennett Project No.: 22-082

Dear Ms. Carter:

Below is a summary of the construction costs associated with the above-referenced project. The cost figures provided in this document are based on pay applications received from the site contractor. An itemized cost breakdown is attached.

I.	**On Site Roads:** Includes excavating, paving, curbs, ADA ramps, striping and sod	**$609,415.40**
II.	**Off Site Paving:** Includes excavating, asphalt, curb, ramps, striping and sod	**$346,712.90**
III.	**Off Site Water:** Includes pipes, valves, fittings, pigging, testing	**$224,405.00**
IV.	**Off Site Storm:** Includes pipes, fittings, inlet, manhole	**$580,664.00**
V.	**On Site Sewer:** Includes manhole, pipes, valves, services	**$713,747.10**
VI.	**Off Site Forcemain:** Includes pipes, manholes, fittings, testing	**$112,823.60**
VII.	**On Site Water:** Includes pipes, valves, services, testing	**$374,864.00**
VIII.	**On Site Reuse:** Includes pipes, fittings, services	**$208,673.00**
IX.	**Change Order:** Includes boring, pipes, wall installs, water, vac truck	**$99,983.80**

TOTAL: **$3,271,288.80**

Based on the total cost of **$3,271,288.80** shown above, the amount of **$327,128.88** ($3,271,288.80x 10%) is to be included in the maintenance surety. Your review and approval of the construction cost improvements is requested.

Sincerely,

ALEJANDRO M. SORONDO
LICENSE
No. 62954
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Alejandro M Sorondo

Alejandro M. Sorondo
Poulos & Bennett, LLC
P.E. No. 62954

Attachment: Certified Utility Cost Breakdown

Landings at Lake Mabel Phase 1
Engineer's Cost Breakdown

September 29, 2025

Description	Unit	Quantity	Unit Price	Total
On Site Roads				
1.5" Asphalt	SY	8,145	$ 13.75	$ 111,993.75
8" Base	SY	8,160	$ 17.00	$ 138,720.00
12" Stabilized	SY	10,145	$ 6.35	$ 64,420.75
Miami Curb	LF	5,942	$ 15.75	$ 93,586.50
Common Sidewalk	LS	6,735	$ 5.00	$ 33,675.00
Handicap Ramps	EA	10	$ 1,100.00	$ 11,000.00
Striping	LS	1	$ 17,000.00	$ 17,000.00
Sod	SY	25,418	$ 3.60	$ 91,504.80
Seed & Mulch	SY	135,756	$ 0.35	$ 47,514.60
			Total	**$ 609,415.40**

Off Site Paving				
1.5" Asphalt	SY	2,592	$ 14.50	$ 37,584.00
1.25" Asphalt Overlay	SY	6,294	$ 12.10	$ 76,157.40
14" Base	SY	3,120	$ 31.35	$ 97,812.00
8" Stabilized Shoulder	SY	1,047	$ 6.35	$ 6,648.45
F Curb	LF	1,059	$ 24.75	$ 26,210.25
Sidewalk	SF	6,345	$ 5.00	$ 31,725.00
Ramp	EA	2	$ 1,100.00	$ 2,200.00
Striping	LS	1	$ 40,375.00	$ 40,375.00
Sod	LS	7,778	$ 3.60	$ 28,000.80
			Total	**$ 346,712.90**

Off Site Water				
10" Wet Trap	EA	1	$ 10,100.00	$ 10,100.00
10" DR 18	LF	2,640	$ 46.00	$ 121,440.00
10" Directional Bore	LF	140	$ 128.00	$ 17,920.00
10" 45 Bend	EA	4	$ 890.00	$ 3,560.00
10" Gate Valve	EA	4	$ 4,570.00	$ 18,280.00
10"x8" Reducer	EA	1	$ 665.00	$ 665.00
8" Gate Valve	EA	1	$ 2,980.00	$ 2,980.00
8" 45 Bend	EA	1	$ 545.00	$ 545.00
Jumper	EA	1	$ 4,620.00	$ 4,620.00
Joint Restraints	EA	19	$ 335.00	$ 6,365.00
Pigging	LS	1	$ 2,640.00	$ 2,640.00
Pressure Testing	LS	1	$ 6,000.00	$ 6,000.00
Bacteriological Testing	LS	1	$ 4,000.00	$ 4,000.00
Sod	SY	7,025	$ 3.60	$ 25,290.00
			Total	**$ 224,405.00**
Onsite Storm				
TV Inspection & Cleaning	LS	1	$ 26,000.00	$ 26,000.00
15" ADS HP 0-6	LF	184	$ 39.30	$ 7,231.20
15" ADS HP 6-8	LF	35	$ 39.30	$ 1,375.50
15" ADS HP 8-10	LF	35	$ 44.30	$ 1,550.50
18" ADS HP 0-6	LF	1,070	$ 43.95	$ 47,026.50
18" ADS HP 6-8	LF	2,426	$ 43.95	$ 106,622.70
24" ADS HP 0-6	LF	137	$ 61.85	$ 8,473.45
24" ADS HP 6-8	LF	485	$ 61.85	$ 29,997.25
30" ADS HP 6-8	LF	635	$ 88.50	$ 56,197.50
36" ADS HP 6-8	LF	452	$ 98.20	$ 44,386.40
36" ADS HP 8-10	LF	52	$ 103.20	$ 5,366.40
42" ADS HP 6-8	LF	47	$ 121.80	$ 5,724.60
42" ADS HP 8-10	LF	90	$ 126.80	$ 11,412.00
18" MES	EA	2	$ 1,500.00	$ 3,000.00
24" MES	EA	1	$ 2,000.00	$ 2,000.00
36" MES	EA	2	$ 2,000.00	$ 4,000.00
42" MES	EA	1	$ 3,000.00	$ 3,000.00
P-3 Inlet 0-6	EA	9	$ 5,700.00	$ 51,300.00
P-3 Inlet 6-8	EA	5	$ 6,200.00	$ 31,000.00
P-3 Inlet 8-10	EA	2	$ 6,200.00	$ 12,400.00
P-4 Inlet 0-6	EA	1	$ 5,900.00	$ 5,900.00
P-4 Inlet 6-8	EA	3	$ 7,300.00	$ 21,900.00
P Manhole 0-6	EA	5	$ 5,920.00	$ 29,600.00
P Manhole 6-8	EA	1	$ 7,400.00	$ 7,400.00
P Manhole 8-10	LF	2	$ 4,200.00	$ 8,400.00
J Manhole 0-6	EA	1	$ 7,400.00	$ 7,400.00
J Manhole 6-8	EA	4	$ 7,700.00	$ 30,800.00
D Bubble Box 0-6	EA	1	$ 5,200.00	$ 5,200.00
Type C Inlet	EA	2	$ 3,000.00	$ 6,000.00
			Total	**$ 580,664.00**

Onsite Sewer				
Lift Station	LS	1	$ 331,665.00	$ 331,665.00
Manhole 0-6	EA	5	$ 4,760.00	$ 23,800.00
Manhole 6-8	EA	3	$ 5,785.00	$ 17,355.00
Manhole 8-10	EA	4	$ 6,950.00	$ 27,800.00
Manhole 10-12	EA	1	$ 8,200.00	$ 8,200.00
Manhole 16-18	EA	1	$ 16,720.00	$ 16,720.00
8" SDR 26 0-6	LF	926	$ 26.90	$ 24,909.40
8" SDR 26 6-8	LF	2,088	$ 29.90	$ 62,431.20
8" SDR 26 8-10	LF	452	$ 32.90	$ 14,870.80
8" SDR 26 12-14	LF	823	$ 44.90	$ 36,952.70
8" DR 18	LF	93	$ 51.00	$ 4,743.00
8" Gate Valve	EA	1	$ 3,825.00	$ 3,825.00
Double Services	EA	33	$ 1,950.00	$ 64,350.00
Single Services	EA	25	$ 1,765.00	$ 44,125.00
TV Inspection	LS	1	$ 22,000.00	$ 22,000.00
Air Testing	LS	1	$ 10,000.00	$ 10,000.00
			Total	**$ 713,747.10**
Off Site Force Main				
6" DR18	LF	1,640	$ 23.60	$ 38,704.00
6" Directional Bore	LF	100	$ 116.20	$ 11,620.00
Line Exsisting Manhole	EA	1	$ 8,500.00	$ 8,500.00
Core Existing Manhole	EA	1	$ 2,000.00	$ 2,000.00
Rework Invert Existing Manhole	EA	1	$ 1,500.00	$ 1,500.00
6" 45 Bend	EA	6	$ 960.00	$ 5,760.00
6" Gate Valve	EA	4	$ 3,100.00	$ 12,400.00
Joint Restraint	EA	24	$ 115.40	$ 2,769.60
SOD	SY	1,825	$ 3.60	$ 6,570.00
Maintenance of Traffic	LS	1	$ 15,000.00	$ 15,000.00
Pigging	LS	1	$ 4,000.00	$ 4,000.00
Pressure testing	LS	1	$ 4,000.00	$ 4,000.00
			Total	**$ 112,823.60**

On Site Water				
Jumper	EA	1	$ 4,620.00	$ 4,620.00
8" DR18	EA	3,220	$ 34.20	$ 110,124.00
8" 45 Bend	EA	31	$ 545.00	$ 16,895.00
8" Gate Valve	EA	18	$ 2,980.00	$ 53,640.00
Fire Hydrant	EA	6	$ 6,500.00	$ 39,000.00
8"x8" Tee	EA	5	$ 885.00	$ 4,425.00
2" Blow Off	EA	4	$ 2,500.00	$ 10,000.00
Air Relief Valve	EA	4	$ 4,670.00	$ 18,680.00
Double Services	EA	23	$ 1,875.00	$ 43,125.00
Single Services	EA	18	$ 1,300.00	$ 23,400.00
Pigging	LS	1	$ 7,000.00	$ 7,000.00
Pressure Testing	LS	1	$ 7,000.00	$ 7,000.00
Bacteriological Testing	LS	1	$ 4,000.00	$ 4,000.00
Joint Restraints	EA	169	$ 195.00	$ 32,955.00
			Total	**$ 374,864.00**
Onsite Reuse				
4" DR18	LF	2,880	$ 17.35	$ 49,968.00
8"x4" Tee	EA	1	$ 700.00	$ 700.00
Jumper	EA	1	$ 4,620.00	$ 4,620.00
4" Gate Valve	EA	20	$ 1,640.00	$ 32,800.00
4" 45 Bend	EA	6	$ 275.00	$ 1,650.00
4"x4" Tee	EA	5	$ 475.00	$ 2,375.00
2" Blow Off Valve	EA	4	$ 2,165.00	$ 8,660.00
Air Relief Valve	EA	4	$ 4,670.00	$ 18,680.00
Single Services	EA	16	$ 1,270.00	$ 20,320.00
Double Services	EA	25	$ 1,850.00	$ 46,250.00
Pigging	LS	1	6000	$ 6,000.00
Pressure Testing	LS	1	6000	$ 6,000.00
Bacteriological Testing	LS	1	4000	$ 4,000.00
Joint Restraints	EA	70	$ 95.00	$ 6,650.00
			Total	**$ 208,673.00**

Change Orders				
2 - Two Directional Bores (998434)				$ 19,536.00
3 - Water & Directional Bores (998454)				$ 18,320.00
4 - Generator for Lift Station (998456)				$ 7,000.00
5 - Power Crossing (998457)				$ 15,960.00
6 - Additional Electrial Pipe 3" SCH 40 (998470)				$ 1,748.00
7 - Wall Installation (998476)				$ 5,928.00
8 - Deflection for Separation (998477)				$ 12,562.00
7 - Wall Installation (998476)				$ 18,929.80
			Total	**$ 99,983.80**

Total Construction Cost	**$ 3,271,288.80**
10% of Total Construction Cost	**$ 327,128.88**

Alejandro M. Sorondo, P.E.
Poulos & Bennett, LLC
P.E. No. 62954

Town of Dundee

DEVELOPMENT SERVICES

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

Developer Infrastructure Form

For the Town of Dundee to capture the contributed developer improvements for development, please complete and certify the following contributed developer improvements. **Please provide the engineered estimates and/or payouts along with the final costs of the infrastructure improvements** contributed to the Town of Dundee.

Name of Development: Landings at Lake Mabel Loop Phase 1

Water Improvements: 6 fire hydrants; $599,269.00 value of materials and installation;
3,220 linear feet of 8" main line pipe; (on site)
2,640 linear feet of 10" main line pipe; (off site)

Reuse Improvements: $208,673.00 value of materials and installation;
2,880 linear feet of 4" main line pipe; (on site)

Sewer Improvements: $826,570.70 value of materials and installation;
93 linear feet of 6" Force main pipe; 4,289 linear feet of 8" gravity line pipe (on site)
1,640 linear feet of 6" Force main pipe; 0 linear feet of gravity line pipe (off site)

Road Improvements: $609,415.40 value of materials and installation; $181,555.55 (4.09 ac) value of land;
2,971 linear feet of local road; 6,735 linear feet of sidewalk

Drainage/Stormwater Improvements: $580,664.00 value of materials and installation (off site)

Other Improvement: Off-site paving Type; $346,712.90 value of materials and installation
(Examples include lighting, property, fill dirt, etc. Please specify the improvement and cost)

I, Stephen McConn, Vice President of Land Development – KB Home Orlando, LLC for aforementioned project, hereby swear or affirm that the foregoing information related to contributed developer improvements to the Town of Dundee is accurate.

Stephen McConn — 10/3/25

Signed and Sealed (or notarized below) — Date

STATE OF FLORIDA
COUNTY OF Orange

OATH OR AFFIRMATION

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, this 3rd day of October, 20 25, by Stephen McConn ~~(owner(s) listed above)~~.
Personally Known [X] or Produced Identification [ ].

Notary Public State of Florida
Miraida Lare
My Commission HH 394748
Expires 8/4/2027

Miraida Lare — (SEAL)

Print or Stamp Name of Notary — Signature of Notary Public – State of Florida

TOWN COMMISSION MEETING

October 28, 2025, at 6:30 PM

AGENDA ITEM TITLE: **DISCUSSION & ACTION, RESOLUTION 25-42 FIRE TRUCK PURCHASE**

SUBJECT: The Town Commission will consider the purchase of a new fire truck (Engine 62) as budgeted for FY 25-26

STAFF ANALYSIS: The League of Cities Oregon (LOC) and National Purchasing Partners, LLC (d/b/a NPPGov) ("Npp.gov") form a national cooperative purchasing group authorized under the Intergovernmental Cooperative Purchasing Agreement. The Town of Dundee is a participating agency and has access to all Npp.gov contracts.

In accordance with *Section 2-159(3) of the Code of Ordinances of the Town of Dundee, Florida*, which is entitled *alternative source selection*, the Town may authorize the purchase of goods, services, supplies equipment and material without competitive bids when the manager of the using department has documented in writing that such goods, supplies, equipment, materials or service, is the only item that will meet the need and is available through only one source of supply.

Npp.gov issued **RFP #1905 – Fire Apparatus**, competitively awarded on **June 13, 2023**, for fire service vehicles and equipment. This contract provides participating agencies with discounted pricing through volume purchasing which is available only to participating agencies.

The **Town of Dundee Fire Department** requests approval to purchase a new fire engine through the Npp.gov contract to replace **Engine 62**. The purchase includes the **engine, air packs, and hoses**, totaling **$950,000**—with a **$300,000 down payment** and the remaining **$650,000 financed**. Funding for this purchase was approved in the **FY 2025–26 budget**.

STAFF CONTACT: Fire Chief, Joseph Carbone

FISCAL IMPACT: $950,000.00

STAFF RECOMMENDATION: For approval of the proposed purchase and Lease Financing Proposal; and, in approving same, provide the Town Manager with the authority to take any necessary further action(s) to effectuate the purchase which includes, but shall not be limited to, negotiating and executing any document and/or agreement(s) associated with the proposed purchase and Lease Financing Proposal.

ATTACHMENTS: Resolution 25-42 Fire Truck Purchase
Exhibit A

EXHIBIT A

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPPGov"), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.

b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.

c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.

d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

DocuSign Envelope ID: 66018645-E08C-4089-B619-3B1E50C2E804

LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:
Patricia M. Mulvihill
A49AFD929F7246E...

Date: June 13, 2023

BY: Patricia M. Mulvihill
ITS: Executive Director

League of Oregon Cities Contact Information:

Contact Person: Kevin Toon
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: rfp@orcities.org

DocuSign Envelope ID: 66018645-E08C-4089-B619-3B1E50C2E804

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of _____ ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

_____ Date:_____
BY: _____
ITS: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____
_____
_____
Telephone No.:_____
Email:_____

LEAGUE OF OREGON CITIES
Fire Apparatus Solicitation Synopsis
Solicitation No. 1905

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Apparatus. LOC works in cooperation with National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter "NPPGov"), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to "piggy-back" off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Fire Apparatus using a secure competitive RFP process evaluated based on "best value" rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

Procedure

LOC issued an RFP (1905) on November 12th, 2019.

The RFP was published in the Daily Journal of Commerce on November 11th, 2019.

The RFP was published in USA Today on November 12th, 2019.

The RFP closed on February 11th, 2020.

The RFP was awarded on May 6th, 2020.

The RFP was posted to the following web sites: www.nppgov.com, www.orcities.org and www.findrfp.com

The text of the published notice of solicitation is as follows:

LEAGUE OF OREGON CITIES (LOC)
NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910
Fire Fighter Personal Protection Equipment (PPE) #1915
Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920
Commercial Grade Office, Lounge & Reception Area Furniture #1930
Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935
Electrical Products & Lighting Equipment #1925
Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rfp@orcities.org or download at www.orcities.org.

Published Nov. 11, 2019. 11814361

LOC received a proposal (s) from the following vendor (s):

1. Alexis Fire Equipment
2. Brindlee Mountain
3. E-One Inc
4. Ferrara Fire Apparatus
5. Fouts Brothers
6. HME
7. ONE Boat Rescue
8. Pierce Manufacturing
9. Spartan Fire
10. Sutphen Corporation
11. Watts Manufacturing

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Alexis Fire Equipment
2. Brindlee Mountain
3. E-One Inc
4. Ferrara Fire Apparatus
5. Fouts Brothers
6. HME
7. ONE Boat Rescue
8. Spartan Fire
9. Sutphen Corporation
10. Pierce Manufacturing

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. *PPW Section 7.0 and Pricing structure.*	25
Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. *PPW Section 9.0.*	15
Marketing: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. *PPW Section 4.0.*	15
Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. *PPW Sub-Sections 2.3 & 2.4 and Section 6.0.*	15
Proven Experience: Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. *PPW Sub-Section 1.2.*	15
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. *PPW Section 3.0 and Exhibit 1.*	10

Conformance: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. *PPW Section 8.0 and 4.5 of RFP.*	5
TOTAL	100

Pricing Structure

Alexis Fire Equipment: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Brindlee Mountain: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

E-One Inc: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Ferrara Fire Apparatus: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Fouts Brothers: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

HME: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

ONE Boat Rescue: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Pierce Manufacturing: Proposer provided a fixed pricing structure for the base model vehicles listed in their proposal. See Price List attached in the resulting Master Price Agreement for details. In addition, Proposer has included a discount off currently published List Price for additional options, modifications and customization's to base model vehicles. See Price List attached in the resulting Master Price Agreement for details

Spartan Fire: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Sutphen Corporation: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP
bruce.busch@mynpp.com
(206) 515-5439
www.nppgovernment.com

AFFIDAVIT OF MAILING

STATE OF Oregon)
) ss.
COUNTY OF Marion)

I, Mike Cully, being first duly sworn on oath, depose and state that I am a Contract Manager for League of Oregon Cities, a government entity performing public procurement functions. On this 12 day of November, 2019, I caused to be deposited in the United States mail at Salem, Marion County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIRE APPARATUS to the following addresses:

One Boat Attn: Kevin Fielder 13481 US Highway 31 Athens, AL 35611		Lake Assault Boats Attn: Chad Dumars 1 Clough Ave. Superior, WI 54880		Pierce Manufacturing Attn: Kristina Spang 2600 American Drive Appleton, WI 54912
Rosenbauer America, LLC Attn: Donley Frederickson 100 Third Street Lyons, SD 57041		HME Ahrens-Fox Attn: Bill Doebler 1950 Byron Center Ave SW Wyoming, MI 49519		Toyne Attn: Bill Bird 104 Granite Ave. Breda, IA 51436
Sutphen Corporation Attn: Zach Rudy 6450 Eiterman Road Dublin, OH 43016		E.J. Metals Attn: Kevin Quinn 1201 Maple Creek Lane New London, WI 54961		Ferrara Fire Apparatus Attn: Contracting Department 27855 James Chapel Rd. Holden, LA 70744
Brindlee Mountain Fire Apparatus Attn: Richard Glyn 15410 Highway 231, Union Grove, AL 35175		E-One Attn: Contracts Department 1601 SW 37th Ave. Ocala, FL 34474		Emergency Vehicle Specialist EVS Attn: Jimmie Smith 892 Kansas Street, Memphis, TN 38106
Fire & Safety Services, Ltd. Attn: Russell David 200 Ryan Street, South Plainfield, NJ 07080		Firematic Supply Company Inc. Attn: Mike Hanratty 374 Western Turnpike, Altamont, NY 12009		Spartan Fire and Emergency Apparatus Attn: Robby Fore 319 Southport Road Roebuck, SC 29376

Mike Cully

SUBSCRIBED AND SWORN TO before me this 12 day of November, 2019 by Mike Cully.

OFFICIAL STAMP
JENNIFER CYPERT
NOTARY PUBLIC-OREGON
COMMISSION NO. 964506
MY COMMISSION EXPIRES JULY 11 2021

NOTARY PUBLIC in the State of Oregon
Residing at Salem, OR
My commission expires: 7/11/21

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Michelle Ropp** , being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
FIRE FIGHTING EQUIPMENT
League of Oregon Cities; Bid Location Salem, OR, Marion County;

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

11/11/2019

LEAGUE OF OREGON CITIES (LOC)
NOTICE OF SOLICITATION
LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").
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Published Nov. 11, 2019. 11814361

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **11th** DAY OF **November, 2019**

Michelle Ropp

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 2021

Jeanine Hussak
League of Oregon Cities
1201 Court St NE Ste 200
Salem, OR 97301-4194

Order No.: 11814361
Client Reference No:

MCA russell johns

National Minority Business Owners Organization NMBOC WOSB Caucus

January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.

Kim Ridgeway

Kim Ridgeway

Professionals Department Manager

State of Florida
County of Pinellas

On this 13th day of January I attest that the attached document is a true, exact, complete, and unaltered tearsheet.

Camika C. Winter

Notary

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003

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NOTICES

PUBLIC NOTICE

League of Oregon Cities (LOC)

NOTICE OF SOLICITATION

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For information or a copy of the Request for Proposal contact LOC, Procurement Specialist, at 503-588-6550, rfp@orcities.org or download at www.orcities.org

PUBLIC NOTICE

Pioneer Electric Cooperative Inc.,

Ulysses, KS, seeks qualified power line contractor to complete RUS specified rebuild of approx. 195 miles of winter storm damage to power lines and additional repair work.

Proposal documents are available at: **http://pioneerelectric.coop/resources/storm-restoration/**

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INVOKANA MEDICATION WARNING

ATTENTION THIS IS AN IMPORTANT MESSAGE FOR ANYONE THAT HAS TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKOMED OR INVOKOMED XR FOR THEIR DIABETES. IN MAY 2017, BASED ON THE FACTS OF TWO CLINICAL TRIALS, THE FDA ISSUED A HEALTH ADVISORY WARNING THAT THESE DIABETES MEDICATIONS INCREASE THE RISK OF AMPUTATION OF THE LEGS AND TOES. IF YOU OR YOUR LOVED ONE HAVE TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKOMED OR INVOKOMED XR FOR YOUR DIABETES.

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NOTICE OF SOLICITATION

LEAGUE OF OREGON CITIES

RFP #1905

SOLICITATION FOR: FIRE APPARATUS

Notice is hereby given that the LEAGUE OF OREGON CITIES will accept sealed proposals for **FIRE APPARATUS** at the address listed below, until **5:00 PM PST** on **February 11th, 2020.** Those proposals will be for the LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division ("NPPGov") across the nation, including but not limited to governmental units incorporated by "ATTACHMENT H" of the Request for Proposal (RFP), WIPHE members identified in "ATTACHMENT G" of the RFP, as well as government units in all other states (collectively, "Participating Agencies"). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

Mailing Address:

LOC FIRE APPARATUS RFP #1905
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

All Proposals must clearly state RFP #1905 and Proposing company's full name on the OUTERMOST packaging.

NOTE: THE LEAGUE OF OREGON CITIES WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

INQUIRIES:

LOC "FIRE APPARATUS RFP" #1905
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

rfp@orcities.org

The solicitation documents may be reviewed at the office address listed above.

NOTE: NOTICES OF SOLICITATION WILL BE PUBLISHED IN THE OREGON DAILY JOURNAL OF COMMERCE AND THE USA TODAY.

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: **FIRE APPARATUS**

1.0 INTENT:

1.1 GENERAL INTENT

The LEAGUE OF OREGON CITIES ("LOC") serves as the "Lead Contracting Agency" for this solicitation on behalf of its members, and as authorized by the LOC Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. LOC, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as "NPPGov"), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO, Hawaii, and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as "Participating Agencies"). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as "Proposer") to enter into a Master Price Agreement for FIRE APPARATUS.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as "Solicitation" or "RFP") is to invite Proposers to submit a competitive pricing proposal offering FIRE APPARATUS to LOC, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing LOC and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for FIRE APPARATUS for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements (ORS 279A et. seq.) and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The LOC is publishing this RFP to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer's response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer's response should also take into consideration the considerable market potential for this

Solicitation. Because the successful proposal will be incorporated into a nationwide cooperative procurement program including tens of thousands of state, local government and non-profit participants from all 50 states, the LOC believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The LOC believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the LOC's government members, as well as other Participating Agencies across the nation. The LOC has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the LOC's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The LOC and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The LOC and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.

1.3.3 NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the LOC may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The LOC may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the LOC with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the LOC within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of LOC and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The LOC encourages Minority and Women-owned Small Business Proposers to submit proposals.

1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see www.OregonRehabilitation.org/qrf for more information.

2.0 SCOPE OF WORK:

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to

NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 **PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".**

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the FIRE APPARATUS offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be in included in Vendor's Proposal.

2.2.2 All products offered must be new, unused and the most current product lines, unless otherwise clearly identified as remanufactured goods.

2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.

2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

2.3.1 Pricing for the products and services may be based on "ATTACHMENT D" - PRICING SCHEDULE as follows:

A A fixed percentage (%) off *marked price* based on the Proposer's catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to LOC and Participating Agencies based on volume.

If proposers are responding with option "B", proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If LOC agrees to the price modification, LOC may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the

resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.

2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies. The LOC shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the LOC and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

Proposer(s)'s insurance shall be primary insurance with respect to the LOC, and any insurance or self-insurance maintained by the LOC shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The LOC shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the LOC's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the LOC, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the LOC, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the LEAGUE OF OREGON CITIES ("LOC") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the LOC.

Solicitation Notice Publications: November 12th, 2019

4.1.2 Question and Answer period

The LOC will post questions and answers concerning this Solicitation no later than 10 days prior to the proposal due date. All questions shall be submitted in writing via email to, Contract Manager, at rfp@orcities.org. The LOC reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted on the

LOC website at www.orcities.org.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , 1201 Court St. NE, Suite 200, Salem, OR 97301 or rfp@orcities.org.

Close date: Deadline for submission of proposals is **5:00 PM PST, on February 11th, 2020.** The LOC must receive all proposals before **5:00 PM PST** on the above closing date in the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , Executive Director, 1201 Court St. NE, Suite 200, Salem, OR 97301.

Approximate opening date: 9:00 AM PST on **February 11th, 2020** at the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , 1201 Court St. NE, Suite 200, Salem, OR 97301.

Proposal selection: February 12th 2020 to March 20th, 2020.

Approximate award date: March 20th, 2020.

All responses to this Solicitation become the property of the LOC. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The LOC will not be held accountable if parties other than the LOC obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem, OR 97301

All inquiries concerning information herein shall be addressed to:

LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

Administrative telephone inquiries shall be addressed to:

Procurement Coordinator
Email inquiries shall be addressed to: rfp@orcities.org

Inquiries are required to be submitted by email to the Administrative Contact listed above. No oral communication is binding on the LOC.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP closing date.

The LOC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date by publication on the LOC's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the LOC, or the LOC decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

LOC "PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND RFP" #1905
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator , Contract Manager
1201 Court St. NE
Suite 200
Salem, OR 97301

All prices shall be held firm for a period of sixty (60) days after the Solicitation closing date. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP closing date.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP #1905." Exceptions not listed under the heading "Exception to the Solicitation, RFP #1905." shall be considered invalid. The LOC reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The LOC may accept or reject deviations, and all LOC decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

4.5.1 Letter of Transmittal

4.5.2 Table of Contents

4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.

4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.

4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.

4.5.6 Exceptions to the Solicitation, RFP #1905.

4.5.7 PRICING SCHEDULE ("ATTACHMENT D").

4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B").

4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.

4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).

4.5.11 Signed Addenda, if any.

4.5.12 Proposal Final Certification.

5.0 EVALUATION AND POST SUBMISSION

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

LOC will evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Evaluation Committee and the LOC. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Proven Experience & References 6) Coverage 7) Conformance
At the LOC's discretion, Proposers may be invited to make presentations to the Evaluation Committee. LOC reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

5.1.1.1 Pursuant to ORS 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.

5.1.1.2 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

5.1.1.3 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.

5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.

5.1.1.5 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.

5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF LEAGUE OF OREGON CITIES TO AWARD OR REJECT PROPOSALS

5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.

5.2.2 The LOC reserves the right to:

5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;
5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;
5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).

5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the LOC and exhaust all administrative remedies. Written protests must be delivered to the LOC at 1201 Court St. NE, Suite 200, Salem, OR 97301 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The LOC shall consider the protest if it is timely filed and meets the

conditions set forth in ORS 279B.405. The LOC shall respond pursuant to ORS 279B.405. If the LOC upholds the protest, in whole or in part, the LOC may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The LOC may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the LOC's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION
The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

1.0 GENERAL QUESTIONS:

Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more.

1.1 The "Yes" or "No" questions below are to help evaluators familiarize themselves with **national** vendors. Indicate "Yes" or "No" as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
  Yes No

- ✓ Do you have a national distribution network that will support sales resulting from this RFP?
  Yes No

- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
  Yes No

- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
  Yes No

- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?
  Yes No

- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
  Yes No

1.2 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:

Agency name and address
Contact name, phone and **email**
Description of products/services sold and date.

LOC may use other information, however learned, in evaluation of the response.

1.3 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.4 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

2.1 State of incorporation:	
2.2 Federal Tax Identification Number:	
2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce or online ordering. [Insert response in box below]	
2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID number of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the LOC. [Insert response in box below]	
2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate "yes" or "no" below.	
2.9 Complete Exhibit 1, located at the end of this workbook.	

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and/or services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate "yes" or "no" below?

YES ☐ NO ☐
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]
3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes No [Circle one]
3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.

4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]
4.3 Indicate the Proposer's willingness to allow training to its local and national sales force about the

use of the Master Price Agreement. [Insert response in box below]

5.0 POINT OF CONTACT:

Proposer POC who will administer, coordinate, and manage this program with NPPGov and the LEAGUE OF OREGON CITIES:

Contact Person:		**Title:**	
Mailing Address:			
City:		**State & Zip:**	
Email Address:			
Phone #:		**Fax #:**	
Attach current resume of National Account Manager that will be the POC managing this contract.			

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]

6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:

6.5 Special Orders. [Insert response in box below]
6.6 Post sale services issues. [Insert response in box below]
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]
6.8 Technical support services Proposer provides. [Insert response in box below]

6.9 Product substitution policy. [Insert response in box below]
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]

6.11. After hours service (including weekends and holidays) [Insert response in boxes below]

Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:

6.12 Shipment tracking. [Insert response in box below]
6.13 Back order tracking process. [Insert response in box below]
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]
6.15 Electronic billing. [Insert response in box below]
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]
6.17 Other services not already covered. [Insert response in box below]

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. (and Hawaii/Alaska). The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]
7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

8.0 VENDOR TERMS AND CONDITIONS.

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase? Yes No [Circle one]
8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

9.0 WARRANTY INFOMATION:

9.1 Identify warranty options, if applicable. [Insert response in box below]

Exhibit 1

FIRE APPARATUS Coverage

RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? **(leave blank for none)**	Number of distribution centers in each state? **(leave blank for none)**	Number of support locations in each state? **(leave blank for none)**
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			

RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

THE FORM LISTED BELOW MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2

Declaration of Non-Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the LEAGUE OF OREGON CITIES, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the LEAGUE OF OREGON CITIES for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

_____
(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT C

SPECIFICATIONS

FIRE APPARATUS

Introduction:

The intent of this bid solicitation is to acquire pricing that will be used to establish purchase contracts for various types of fire apparatus, emergency planning and management vehicles. These specifications describe various categories and specific types of Fire Apparatus, including minimum design and construction characteristics considered necessary to perform the desired function.

Proposers should respond with pricing for all equipment and options they wish to be considered in the evaluation for a possible award and master price agreement.

Response should include any and all fire apparatus proposer wishes to be considered for contract including but not limited to:

- Aerial Fire Apparatus (Boom/Platform, Ladder, Ladder/Platform)
- Aircraft Rescue & Fire-Fighting Vehicles
- Pumper Fire Apparatus
- Pumper-Tanker / Elliptical-Tanker Fire Apparatus)
- Special Service Apparatus (Rescue, Re-Hab, Hazmat, Mobile Command Center, etc...)
- Watercraft Rescue & Fire-Fighting Vehicles
- Wildland Fire Apparatus (Brush Fire)
- Other Apparatus and associated products or services not included in other categories.

<u>NOTE: For each category responded to by proposer, there needs to be a list of "Base Model Vehicles" included in the proposer's submission. This provides evaluators and members a list of the vehicles offered as a starting point for comparison and/or needs assessment.</u>

Apparatus must meet the general guidelines and specifications required in the latest edition of the National Fire Protection Association (NFPA) Standard for Automotive Fire Apparatus (NFPA 1901) and any standards referenced therein. All proposed apparatus must also comply with all applicable federal licensing, rules and regulations including but not limited to:

- American National Standards Institute (ANSI)
- American Society of Mechanical Engineers (ASME)
- American Society for Nondestructive Testing (ASNT)
- American Society for Testing Materials (ASTM)
- American Welding Society (AWS)
- Department of Transportation (DOT)
- Environmental Protection Agency (EPA)
- Federal Motor Vehicle Safety Standards (FMVSS)
- Institute of Electrical and Electronics Engineers (IEEE)

- National Institute for Occupational Safety and Health (NIOSH)
- Occupational Safety and Health Administration (OSHA)
- Society of Automotive Engineers (SAE)
- Underwriters Laboratory (UL)

Additionally, all proposed apparatus must meet applicable state DOT, licensing, rules and regulations in states covered by the response.

Because the specifications of this RFP are general in nature in order to meet the needs of the LOC and all members of the Government Division of National Purchasing Partners, it is incumbent upon the proposer to provide specifications and details for all apparatus and options in their response.

All responses must outline all related aspects of the vehicle sale including but not limited to sales (through authorized dealers), pre-delivery costs (including up to 3 factory visits), delivery, training, manuals, warranty,
and service.

These specifications are intended to cover the complete range of Fire Apparatus. Several categories and sub-categories are included below but are in no means intended to limit the proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

NOTE: **Proposers are not required to respond to all categories**. Proposals will only be evaluated based on the categories to which they respond.

CATEGORY 1: AERIAL FIRE APPARATUS
- BOOM/PLATFORM
- LADDER
- PLATFORM

CATEGORY 2: AIRCRAFT RESCUE & FIRE-FIGHTING VEHICLES

CATEGORY 3: PUMPER FIRE APPARATUS

CATEGORY 4: PUMPER-TANKER / ELLIPTICAL-TANKER FIRE APPARATUS

CATEGORY 5: SPECIAL SERVICE APPARATUS
- RESCUE
- RE-HABILITATION
- HAZMAT
- MOBILE COMMAND CENTER

CATEGORY 6: WATERCRAFT RESCUE & FIRE-FIGHTING VEHICLES

CATEGORY 7: WILDLAND FIRE APPARATUS (BRUSH FIRE)

CATEGORY 8: OTHER: Other Apparatus and associated products or services not included in other categories.

ATTACHMENT D

PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.
The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the "Requirements" Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon any one of the following:

1. Fixed discount(s) off published price list(s) or catalog(s)
2. Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
3. A combination of the above.

Vehicle Models
Proposers shall provide pricing on all apparatus vehicle models they wish to be considered including, but not limited to, the following categories where applicable:

- Chassis/cab builder/Hull
- Cab designs (2/4 door, tilt cab, etc.)
- Cab/body sheet metals (e.g., Stainless steel, aluminum, galvanized)
- Rear axle configuration (single/tandem/tandem front steering/triple rear)
- Fire pump capacities & mounting locations (e.g., 1250/1500/2500 GPM Pump, rear/mid-mounted)
- Body configurations (e.g., Walk-In/Non-Walk-In body)
- Aerial categories (e.g., Construction/turntable positions/aerial device functions)
- Propulsion Type

EXAMPLE

FIRE APPARATUS PRICING SCHEDULE	
NOTE: Be sure to provide ALL models for each particular type of apparatus vehicle to be considered. Add/Insert additional lines as necessary. The following categories are just suggested; it is anticipated the name, number, and name of actual categories provided by proposer will vary significantly	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
AERIAL FIRE APPARATUS	
EXAMPLE:	*EXAMPLE:*

Ford F-550 2-Door, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Pump, Mid-Mounted	*15% off List Price* *Or* *$550,000*
Options for each vehicle model or type may be listed here or as a separate options table	
EXAMPLE: *Entire catalog of options*	*EXAMPLE:* *10% Off List Price*
AIRCRAFT RESCUE & FIRE-FIGHTING VEHICLES	
PUMPER FIRE APPARATUS	
PUMPER-TANKER / ELLIPTICAL-TANKER FIRE APPARATUS	
SPECIAL SERVICE APPARATUS	
WATERCRAFT RESCUE & FIRE-FIGHTING VEHICLES	
WILDLAND FIRE APPARATUS	
OTHER: Other Apparatus	

* Identify used to establish of list price and publication date or expiration date.

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows LOC and NPPGov members the greatest number of procurement options.

Miscellaneous

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

ATTACHMENT E

PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon), regional response (covering multiple States, but not the entire US) or a national response (covering the entire US, or at least the continental US).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposer's response based on the criteria found in the proposal evaluation form.

STEP 1

Proposal Responsiveness

Component	YES	NO
Submitted on time		
Company name and RFP number on outermost packaging		
Completed Proposer Profile Workbook (PPW)		
Included pricing structure		
Included references		
Proposal signed		
Deemed Fully Responsive	YES	NO

Categorized as Local, Regional or National	Local	Regional	National

Proposal Evaluation Form

STEP 2
Full Evaluation of Proposal

Point Value Definitions
(5) Exceeded Requirements - Compelling Detail, Showed Ability to Complete
(4) Met Requirements - Thorough, Provided Supportive Material/Examples
(3) Satisfied Requirements - Sufficient
(2) Unclear if Requirements Met - Poor or Confusing
(1) Did Not Comply with Requirements - Substandard or Blank

Component Evaluated	Weight	Possible Points (1-5)	Total Points (Weight x PP)	Evaluator's Comments
Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. *PPW Section 7.0 and Pricing structure.*	25			Comments:
Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. *PPW Section 9.0.*	15			Comments:
Marketing: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. *PPW Section 4.0.*	15			Comments
Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. *PPW Sub-Sections 2.3 & 2.4 and Section 6.0.*	15			Comments:

Proven Experience: Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. *PPW Sub-Section 1.2.*	15			Comments:
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. *PPW Section 3.0 and Exhibit 1.*	10			Comments:
Conformance: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. *PPW Section 8.0 and 4.5 of RFP.*	5			Comments:
TOTAL	100			General Comments:

Name of Evaluator _____

Signature _____

Date _____

ATTACHMENT F

OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

(1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.

(2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the LOC or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.

(4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167

(5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the LOC or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or Contract surety from Contractor or its obligation with respect to any unpaid claim. If the LOC or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(A) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

(9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

(10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.

(11) The contract may be canceled at the election of LOC for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

(12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

ATTACHMENT G

WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ DOES NOT agree to sell to WIPHE Institutions.

_____ AGREES to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

Washington Institutions of Public Higher Education (WIPHE)

FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY

COMMUNITY AND TECHNICAL COLLEGES:

BATES TECHNICAL COLLEGE
BELLEVUE COMMUNITY COLLEGE
BELLINGHAM TECHNICAL COLLEGE
BIG BEND COMMUNITY COLLEGE
CASCADE COMMUNITY COLLEGE
CASCADIA COLLEGE
CENTRALIA COLLEGE
CLARK COLLEGE
CLOVER PARK TECHNICAL COLLEGE
COLUMBIA BASIN COLLEGE
EDMONDS COMMUNITY COLLEGE
EVERETT COMMUNITY COLLEGE
GRAYS HARBOR COLLEGE
GREEN RIVER COMMUNITY COLLEGE
HIGHLINE COMMUNITY COLLEGE
LAKE WASHINGTON TECHNICAL COLLEGE
LOWER COLUMBIA COLLEGE
OLYMPIC COLLEGE
PENINSULA COLLEGE
PIERCE COLLEGE
RENTON TECHNICAL COLLEGE
SEATTLE CENTRAL COMMUNITY COLLEGES
SHORELINE COMMUNITY COLLEGE
SKAGIT VALLEY COLLEGE
SOUTH PUGET SOUND COMMUNITY COLLEGE
SPOKANE COMMUNITY COLLEGES
STATE BOARD FOR TECHNICAL & COMMUNITY COLLEGES
WENATCHEE VALLEY COLLEGE
YAKIMA VALLEY COMMUNITY COLLEGE
WHATCOM COMMUNITY COLLEGE

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
PUYALLUP SCHOOL DIST 3
KITSAP COUNTY
FIFE SCHOOL DIST 417
RIVERVIEW SCHOOL DIST 407
GONZAGA UNIVERSITY
PLANNED PARENTHOOD OF WESTERN WASHINGTON
SNOHOMISH COUNTY
MASON COUNTY
FEDERAL WAY SCHOOL DIST
SPOKANE COUNTY
ISSAQUAH SCHOOL DIST 411
ADAMS COUNTY FIRE DISTRICT
ADAMS COUNTY HEALTH DISTRICT
AFFILIATED HEALTH SERVICES
ALDERWOOD WATER DISTRICT
ANACORTES PORT OF
ANACORTES SCHOOL DISTRICT 103
ANNAPOLIS WATER DISTRICT
ASOTIN COUNTY
AUBURN SCHOOL DISTRICT 408
BAINBRIDGE IS SCHOOL DISTRICT 303
BAINBRIDGE ISLAND FIRE DEPARTMENT
BAINBRIDGE ISLAND PARKS
BATTLE GROUND SCHOOL DISTRICT 119
BELLEVUE SCHOOL DISTRICT 405
BELLINGHAM PORT OF
BELLINGHAM SCHOOL DISTRICT 501
BENTON COUNTY
BENTON COUNTY FIRE DISTRICT
BENTON COUNTY PUD
BENTON FRANKLIN COUNTY
BENTON FRANKLIN PRIVTE INDUST CNCL
BENTON PORT OF
BETHEL SCHOOL DISTRICT 403
BIG BROTHERS BIG SISTERS OF KING CO
BIRCH BAY WATER & SEWER DISTRICT
BLANCHET SCHOOL DISTRICT
BREMERTON KITSAP CO HEALTH DISTRICT
BREMERTON PORT OF
BREMERTON SCHOOL DISTRICT 100
BURLINGTON EDISON SCHOOL DIST 100
CANCER RESEARCH AND BOISTATISTICS
CASCADE BLUE MT FD SHR
CASCADE IRRIGATION DISTRICT
CASHMERE SCHOOL DISTRICT 222
CATHOLIC COMM SVCS OF KING CO
CENTRAL KITSAP SCHOOL DISTRICT 401
CENTRAL WAS COMP MENTAL HEALTH
CENTRALIA SCHOOL DISTRICT 40
CHEHALIS SCHOOL DISTRICT 302
CHELAN COUNTY
CHELAN COUNTY COMMUNITY HOSPITAL
CHELAN COUNTY FIRE DISTRICT
CHELAN COUNTY PUD 1
CHELAN DOUGLAS COUNTY HEALTH DIST
CHENEY CARE CENTER
CHILD CARE RESOURCE & REFERRAL
CHILDRENS THERAPY CENTER
CHIMACUM SCHOOL DISTRICT 49
CLALLAM COUNTY
CLALLAM COUNTY FIRE DISTRICT
CLALLAM COUNTY HOSPITAL DISTRICT
CLALLAM COUNTY PUD
CLARK COUNTY
CLARK COUNTY FIRE DISTRICT
CLARK COUNTY PUD
CLE ELUM-ROSLYN SCHOOL DISTRICT 404
CLOVER PARK SCHOOL DISTRICT 400
CNTRL WHIDBEY FIRE & RESCUE
COAL CREEK UTILITY DISTRICT
COALITION AGAINST DOMESTIC VIOLENCE
COLUMBIA COUNTY
COLUMBIA IRRIGATION DISTRICT
COLUMBIA MOSQUITO CONTROL DISTRICT
COMMUNITY CHRISTIAN ACADEMY
COMMUNITY PSYCHIATRIC CLINIC
COMMUNITY TRANSIT
CONFEDERATED TRIBES OF CHEHALIS
CONSOLIDATED DIKING IMPROVEMENT DIST
CONSOLIDATED IRRIGATION
COWLITZ COUNTY
COWLITZ COUNTY FIRE DISTRICT
COWLITZ COUNTY PUD
CROSS VALLEY WATER DISTRICT
DAYTON SCHOOL DISTRICT 2
DOUGLAS COUNTY
DOUGLAS COUNTY FIRE DISTRICT
DOUGLAS COUNTY PUD
DRUG ABUSE PREVENTION CENTER
E COLUMBIA BASIN IRRIGATION DIST
EAST WENATCHEE WATER
EATONVILLE SCHOOL DIST 404
EDMONDS SCHOOL DISTRICT 15
EDUCATIONAL SERVICE DIST 114
EDUCATIONAL SERVICE DISTRICT 113
ELLENSBURG SCHOOL DIST 401
ENUMCLAW SCHOOL DIST
EVERETT PORT OF
EVERETT PUBLICE FACILITIES DIST
EVERGREEN MANOR INC
EVERGREEN SCHOOL DIST 114
FEDERAL WAY FD
FERRY COUNTY
FERRY COUNTY PUBLIC HOSPITAL
FERRY OKAHOGAN FPD
FOSS WATERWAY DEVELOPMENT AUTHORITY
FRANKLIN COUNTY
FRANKLIN COUNTY PUD

FRANKLIN PIERCE SCHOOL DIST 402
FRIDAY HARBOR PORT OF
GARDENA FARMS IRRIGATION DIST 13
GARFIELD COUNTY
GRAND COULEE PROJECT
GRANDVIEW SCHOOL DIST 116/200
GRANITE FALLS SCHOOL DIST 332
GRANT COUNTY
GRANT COUNTY HEALTH DIST
GRANT COUNTY PUD
GRAYS HARBOR COUNTY
GRAYS HARBOR COUNTY FIRE DIST
GRAYS HARBOR COUNTY PUD # 1
GRAYS HARBOR PORT OF
GRAYS HARBOR PUB DEV AUTH
GRAYS HARBOR TRANSIT
GRIFFIN SCHOOL DIST 324
HARBORVIEW MEDICAL CENTER
HAZEL DELL SEWER DIST
HEALTHY MOTHERS HEALTHY BABIES COAL
HIGHLINE SCHOOL DIST 401
HIGHLINE WATER DIST
HOMESIGHT
HOPELINK
HOQUIAM SCHOOL DIST 28
HOUSING AUTHORITY OF PORTLAND
ILWACO PORT OF
INCHELIUM SCHOOL DIST 70
ISLAND COUNTY
ISLAND COUNTY FIRE DIST
JEFFERSON COUNTY
JEFFERSON COUNTY FIRE DIST
JEFFERSON COUNTY LIBRARY
JEFFERSON COUNTY PUD
JEFFERSON GENERAL HOSPITAL
KARCHER CREEK SEWER DIST
KELSO SCHOOL DIST 458
KENNEWICK GENERAL HOSPITAL
KENNEWICK SCHOOL DISTRICT 17
KENT SCHOOL DIST 415
KETTLE FALLS SCHOOL DIST 212
KING COUNTY
KING COUNTY FIRE DIST
KING COUNTY HOUSING AUTHORITY
KING COUNTY LIBRARY
KING COUNTY WATER SEWER
KINGSTON PORT OF
KITSAP COUNTY FIRE & RESCUE
KITSAP COUNTY LIBRARY
KITSAP COUNTY PUD 1
KITTITAS COUNTY
KITTITAS COUNTY PUD
KITTITAS COUNTY RECLAMATION DIST
KLICKITAT COUNTY
KLICKITAT COUNTY PUD
LAKE CHELAN RECLAMATION DIST
LAKE STEVENS SCHOOL DIST 4
LAKE WASHINGTON SCHOOL DIST 414
LAKEHAVEN UTILITY DIST
LAKEWOOD SCHOOL DIST 306
LEWIS CO PUD 1
LEWIS COUNTY
LEWIS COUNTY FIRE DIST
LEWIS PUBLIC TRANSPORTATION
LIBERTY LAKE SEWER & WATER DIST
LINCOLN COUNTY
LINCOLN COUNTY FIRE DIST
LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES

PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF
PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST
QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81
ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201
SUQUAMISH TRIBE
SW CLEAN AIR AGENCY
SWINOMISH TRIBE
TACOMA DAY CHILD CARE AND PRESCHOOL
TACOMA MUSICAL PLAYHOUSE
TACOMA PORT OF
TACOMA SCHOOL DISTRICT 10
TACOMA-PIERCE CO
TAHOMA SCHOOL DISTRICT 409
TERRACE HEIGHTS SEWER DISTRICT
THURSTON COMMUNITY TELEVISION
THURSTON COUNTY
THURSTON COUNTY CONSERVATION DIST
THURSTON COUNTY FIRE DISTRICT
TOPPENISH SCHOOL DISTRICT 202
TOUCHET SD 300
TRIUMPH TREATMENT SERVICES
TUKWILA SCHOOL DIST 406
TUMWATER SCHOOL DISTRICT 33
U S DEPARTMENT OF TRANSPORTATION
UNITED WAY OF KING COUNTY
UNIVERSITY PLACE SCHOOL DIST
UPPER SKAGIT INDIAN TRIBE
VAL VUE SEWER DISTRICT
VALLEY TRANSIT
VALLEY WATER DISTRICT
VANCOUVER PORT OF
VANCOUVER SCHOOL DISTRICT 37
VASHON ISLAND SCHOOL DISTRICT 402
VERA IRRIGATION
VETERANS ADMINISTRATION
VOLUNTEERS OF AMERICA
WA ASSOC OF SCHOOL ADMINISTRATORS
WA ASSOC SHERIFFS & POLICE CHIEFS
WA GOVERNMENTAL ENTITY POOL
WA LABOR COUNCIL AFL-CIO
WA PUBLIC PORTS ASSOCIATION
WA RESEARCH COUNCIL
WA ST ASSOCIATION OF COUNTIES
WA STATE PUBLIC STADIUM AUTHORITY
WAHKIAKUM COUNTY
WALLA WALLA COLLEGE
WALLA WALLA COUNTY
WALLA WALLA COUNTY FIRE DISTRICT
WALLA WALLA PORT OF
WALLA WALLA SD 140
WASHINGTON ASSOCIATION
WASHINGTON COUNTIES RISK POOL
WASHINGTON FIRE COMMISSIONERS ASSOC

WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL
WEST VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE
WHATCOM CONSERVATION DIST
WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT
WHATCOM COUNTY RURAL LIBRARY DIST
WHIDBEY GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER
WILLAPA VALLEY SCHOOL DISTRICT 160
WILLAPA VALLEY WATER DISTRICT
WINLOCK SCHOOL DISTRICT 232
WOODINVILLE FIRE & LIFE SAFETY DIST
WOODLAND PORT OF
YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT
YAKIMA COUNTY REGIONAL LIBRARY
YAKIMA SCHOOL DISTRICT 7
YAKIMA VALLEY FARMWORKERS CLINIC
YAKIMA-TIETON IRRIGATION DISTRICT
YELM COMMUNITY SCHOOL DISTRICT
YMCA - TACOMA PIERCE COUNTY
YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed Washington State local and municipal agencies may also utilize the resulting Master Price Agreement; provided they enter into the Intergovernmental Cooperative Purchasing Agreement.

ATTACHMENT H

LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

ADAIR VILLAGE
ADAMS
ADRIAN
ALBANY
AMITY
ANTELOPE
ARLINGTON
ASHLAND
ASTORIA
ATHENA
AUMSVILLE
AURORA
BAKER CITY
BANDON
BANKS
BARLOW
BAY CITY
BEAVERTON
BEND
BOARDMAN
BONANZA
BROOKINGS
BROWNSVILLE
BURNS
BUTTE FALLS
CANBY
CANNON BEACH
CANYON CITY
CANYONVILLE
CARLTON
CASCADE LOCKS
CAVE JUNCTION
CENTRAL POINT
CHILOQUIN
CLATSKANIE
COBURG
COLUMBIA CITY
CONDON
COOSBAY
COQUILLE
CORNELIUS
CORVALLIS
COTTAGE GROVE
COVE
CRESWELL
CULVER
DALLAS
DAMASCAS
DAYTON
DAYVILLE
DEPOE BAY
DETROIT
DONALD
DRAIN
DUFUR
DUNDEE
DUNES CITY
DURHAM
EAGLE POINT
ECHO
ELGIN
ELKTON
ENTERPRISE
ESTACADA
EUGENE
FAIRVIEW
FALLS CITY
FLORENCE
FOREST GROVE
FOSSIL
GARBALDI
GASTON
GATES
GEARHART
GERVAIS
GLADSTONE
GLENDALE
GOLD BEACH
GOLD HILL
GRANITE
GRANTS PASS
GRASS VALLEY
GREENHORN
GRESHAM
HAINES
HALFWAY
HALSEY
HAPPY VALLEY
HARRISBURG
HELIX
HEPPNER
HERMISTON
HILLSBORO
HINES
HOOD RIVER
HUBBARD
HUNTINGTON
IDANHA
IMBLER
INDEPENDENCE
IONE
IRRIGON
ISLAND CITY
JACKSONVILLE
JEFFERSON
JOHN DAY
JOHNSON CITY
JORDAN VALLEY
JOSEPH
JUNCTION CITY
KEIZER
KING CITY
KLAMATH FALLS
LA GRANDE
LAPINE
LAFAYETTE
LAKE OSWEGO
LAKESIDE
LAKEVIEW
LEBANON
LEXINGTON
LINCOLN CITY
LONEROCK
LONG CREEK
LOSTINE
LOWELL
LYONS
MADRAS
MALIN
MANZANITA
MAUPIN
MAYWOOD PARK
MCMINNVILLE
MEDFORD
MERRILL
METOLIUS
MILLCITY
MILLERSBURG
MILTON-
FREEWATER
MILWAUKIE
MITCHELL
MOLALLA
MONMOUTH
MONROE
MONUMENT
MORO
MOSIER
MT ANGEL
MT VERNON
MYRTLE CREEK
MYRTLE POINT
NEHALEM
NEWBERG
NEWPORT
NORTH BEND
NORTH PLAINS
NORTH POWDER
NYSSA
OAKLAND
OAKRIDGE
ONTARIO
OREGON CITY
PAISLEY
PENDLETON
PHILOMATH
PHOENIX
PILOT ROCK
PORT ORFORD
PORTLAND
POWERS
PRAIRIE CITY
PRESCOTT
PRINEVILLE
RAINIER
REDMOND
REEDSPORT
RICHLAND
RIDDLE
RIVERGROVE
ROCKAWAY
BEACH
ROGUE RIVER
ROSEBURG
RUFUS
SALEM
SANDY
SCAPPOUSE
SCIO
SCOTT MILLS
SEASIDE
SENECA
SHADY COVE
SHANIKO
SHERIDAN
SHERWOOD
SILETZ
SILVERTON
SISTERS
SODAVILLE
SPRAY
SPRINGFIELD
ST HELENS
ST PAUL
STANFIELD
STAYTON
SUBLIMITY
SUMMERVILLE
SUMPTER
SUTHERLIN
SWEET HOME
TALENT
TANGENT
THE DALLES
TIGARD
TILLAMOOK
TOLEDO
TROUTDALE
TUALATIN
TURNER
UKIAH
UMATILLA
UNION
UNITY
VALE
VENETA
VERNONIA
WALDPORT
WALLOWA
WARRENTON
WASCO
WATERLOO
WESTLINN
WESTFIR
WESTON
WHEELER
WILLAMINA
WILSONVILLE
WINSTON
WOOD VILLAGE
WOODBURN
YACHATS
YAMHILL
YONCALLA

This may not be a complete list of all Oregon cities, but all other Oregon cities shall be incorporated by this reference.

Hawaii's Counties

Hawaii	Honolulu	Kalawao	Kaua'i	Maui

LEASE-PURCHASE AGREEMENT

LESSEE:
Town of Dundee
202 East Main Street
Dundee, FL 33838

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of October 25, 2025

This Lease-Purchase Agreement (the "Agreement") dated as of **October 25, 2025** by and between **Leasing 2, Inc.** ("Lessor"), and **Town of Dundee** ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of **Florida** ("State").

WITNESSETH:
WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS
Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.
"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.
"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.
"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.
"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.
"Lessor" means (i) **Leasing 2, Inc.**, acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.
"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.
"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.
"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.
"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.
"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE I I COVENANTS OF LESSEE
Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:
(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.
(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.
(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.
(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.
(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.
(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.
(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.
(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.
(j) Lessee shall not give up possession or control of the Equipment.
(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor’s right, title and interest in and to the Equipment and Lessor’s ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor’s prior written consent.
(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.
(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.
(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

ARTICLE III LEASE OF EQUIPMENT
Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM
Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.
Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:
(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;
(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;
(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or
(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

Item 3.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof is taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

(a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or

(b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or

(c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall , if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

(a) Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor, provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or

(b) Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default.

Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default

shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Execution of Facsimile. In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier/email will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Agreement or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

Section 14.12 WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Agreement and agree that any dispute shall be determined by a court sitting without a jury.

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSOR: Leasing 2, Inc.

By: _____

Title: _____

Date: _____

LESSEE: Town of Dundee

By: _____

Kenneth Cassel

Title: Town Manager

Date: _____

EXHIBIT A

RESOLUTION OF GOVERNING BODY
EXTRACT OF MINUTES

LESSEE: Town of Dundee

At a duly called meeting of the governing body of Lessee held on the _____ day of _____, 20_____, the following resolution was introduced and adopted.

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and **Leasing 2, Inc.**; and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

WHEREAS, Lessee has taken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver**,** the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

_____	Kenneth Cassel, Town Manager
(Signature of Party to Execute Lease-Purchase Agreement and Escrow Agreement)	(Print Name and Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease-Purchase Agreement and Escrow Agreement is the same as presented at said meeting of the governing body of Lessee.

_____
Secretary/Clerk

_____
Print Name and Title

_____
Date

{LETTERHEAD OF LESSEE'S COUNSEL}

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

LESSEE: **Town of Dundee**

DATE OF AGREEMENT: **October 25, 2025**

Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

[Ladies and]Gentlemen:

As counsel for **Town of Dundee** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **October 25, 2025** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Florida.**

2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. _____, attached as Exhibit A to the Agreement.

3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.

4. Applicable public bidding requirements have been complied with.

5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.

6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.

7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.

8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

_____

ORIGINAL SIGNATURE LETTER IS REQUIRED

EXHIBIT C

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EXHIBIT D

DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

Pierce Saber Pumper with SCBA Package (Equipment and Mounting),

VIN: _____

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

118 Merrill Avenue

Dundee, FL 33838

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE: **Town of Dundee**

By: _____
Kenneth Cassel

Title: Town Manager

Date: _____

EXHIBIT E

PAYMENT SCHEDULE

LESSEE: Town of Dundee
LEASE AMOUNT: $600,000.00
COMMENCEMENT DATE: 10/25/2025
INTEREST RATE: 5.62%

PAYMENT NO.	DATE	PAYMENT	INTEREST	PRINCIPAL	PURCHASE PRICE*
1	10/25/2027	$66,596.72	$69,369.57	-$2,772.85	$620,856.04
2	10/25/2028	$66,596.72	$33,892.24	$32,704.48	$587,170.42
3	10/25/2029	$66,596.72	$32,053.36	$34,543.36	$551,590.76
4	10/25/2030	$66,596.72	$30,111.08	$36,485.64	$514,010.55
5	10/25/2031	$66,596.72	$28,059.60	$38,537.12	$474,317.32
6	10/25/2032	$66,596.72	$25,892.76	$40,703.96	$432,392.24
7	10/25/2033	$66,596.72	$23,604.09	$42,992.63	$388,109.83
8	10/25/2034	$66,596.72	$21,186.74	$45,409.98	$341,337.55
9	10/25/2035	$66,596.72	$18,633.46	$47,963.26	$291,935.39
**10	10/25/2036	$66,596.72	$15,936.62	$50,660.10	$239,755.49
**11	10/25/2037	$66,596.72	$13,088.14	$53,508.58	$184,641.65
**12	10/25/2038	$66,596.72	$10,079.50	$56,517.22	$126,428.92
**13	10/25/2039	$66,596.72	$6,901.70	$59,695.02	$64,943.05
**14	10/25/2040	$66,596.72	$3,545.22	$63,051.50	$0.00
Grand Totals		**$932,354.08**	**$332,354.08**	**$600,000.00**	

The undersigned Lessee does hereby acknowledge and consent to the following:

**As of the payment date of Payment Number 10 the Lessor shall have the right, at its sole discretion, to make adjustments to this Schedule of Payments. Lessee hereby agrees to make all payments as adjusted.

If Lessor exercises its option to adjust the Payment as described above, such adjustments shall be made to the interest rate by adding or subtracting the proportionate change in the three month average of the ten year U.S. Treasury Note rate as indicated in the Wall Street Journal for the three months prior to 10/25/2036 from the current “base” T-note rate of 5.62% and amortizing the remaining balance at the adjusted interest rate over the remaining term to maturity.

LESSEE: **Town of Dundee**

By: _____
Kenneth Cassel

Title: Town Manager

Date: _____

* After payment of Rental Payment due on such date.

EXHIBIT F

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **October 25, 2025**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted**: Lessee has received in good condition all the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20_____,

2. _____ **Equipment delivery has not yet taken place**: The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

3._____ **Vendor will be paid in full prior to delivery of equipment**: A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E – Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **Town of Dundee**

By: _____
Kenneth Cassel

Title: Town Manager

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **October 25, 2025.**

Reference is made to certain Lease-Purchase Agreement dated **October 25, 2025,** between **Leasing 2, Inc.** and **Town of Dundee,** leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment: _____

_____

_____

_____

Sincerely,

_____ _____

Kenneth Cassel, Town Manager Date

EXHIBIT H

DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **October 25, 2025**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **Town of Dundee** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than $10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year .

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than $10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE: **Town of Dundee**

By: _____
Kenneth Cassel

Title: Town Manager

Date: _____

EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the **Town of Dundee** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of **October 25, 2025**, between **Leasing 2, Inc.** ("Lessor") and **Town of Dundee** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **Town of Dundee** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **First State Bank** or its Assignee.

First State Bank
112 W. Polk Street
Livingston, TX 77351

LESSEE: **Town of Dundee**

By: _____
Kenneth Cassel

Title: Town Manager

Date: _____

INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**
1720 West Cass Street
Tampa, FL 33606-1230

FROM: **Town of Dundee**
202 East Main Street
Dundee, FL 33838

RE: INSURANCE COVERAGE REQUIREMENTS **(Check one):**

_____ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

AGENCY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

CITY/ ST/ ZIP: _____

TELEPHONE: _____

EMAIL ADDRESS: _____ to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **First State Bank** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **First State Bank** as an Additional Insured.

Minimum Coverage Required:
$500,000.00 per person
$1,000,000.00 aggregate bodily injury liability
$1,000,000.00 property damage liability

_____ 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: _____
Kenneth Cassel

Title: Town Manager

Date: _____

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name:_____

Company:_____

Street Address or Box #:_____

City, State, Zip: _____

County: _____

Telephone:_____(_____)_____

Fax:_____(_____)_____

Email Address:_____

Invoice Reference: (1) Pierce Saber Pumper with SCBA Package (Equipment and Mounting)

Internal Escrow Letter

October 25, 2025

First State Bank
112 W. Polk Street
Livingston, TX 77351

Re: Lease Purchase Agreement dated **October 25, 2025** (the "Lease") by and between: **Town of Dundee** ("Lessee") and Leasing 2, Inc. ("Lessor"), concurrently assigned to First State Bank ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing a **(1) Pierce Saber Pumper with SCBA Package (Equipment and Mounting)** (the "Equipment") in the amount of **$600,000.00** (the "Financed Amount"). Lessee hereby requests that Assignee retain **$600,000.00** (the "Retained Amount"). Lessee further requests that Assignee hold the Retained Amount in an internal escrow pending Assignee's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof and further understands and agrees that any interest earned on the Retained Amount shall be paid to Assignee in consideration of managing the internal escrow account.

Lessee acknowledges that Assignee may commingle the Retained Amount held by Assignee for the benefit of Lessee with other funds held by Assignee for its own account, so long as Assignee maintains segregation of such amounts on the books and records of Assignee.

Sincerely,

LESSEE: **Town of Dundee**

By:_____
Kenneth Cassel

Title:_____Town Manager_____

Date:_____

RESOLUTION NO. 25-42

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO THE SOLE SOURCE PROCUREMENT OF A NEW FIRE PUMPER; AUTHORIZING THE TOWN MANAGER TO TAKE ANY NECESSARY AND FURTHER ACTION(S) TO EFFECTUATE THE INTENT OF THIS RESOLUTION WHICH INCLUDFES, BUT IS NOT TO BE LIMITED TO, NEGOTIATING AND EXECUTING ANY AGREEMENT(S) AS THE TOWN MANAGER DEEMS NECESSARY AND APPROPRIATE TO FINANCE, LEASE AND PURCHASE A NEW FIRE PUMPER; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, the Town Commission of the Town of Dundee (the "Town Commission") has determined that an immediate need exists for the acquisition of a new fire pumper and associated equipment (collectively referred to as the "Fire Apparatus") which is described in the *Fire-Apparatus RFP 1905*, *Notice of Solicitation*, and *Lease-Purchase Agreement* (collectively referred to as the "Procurement"); and

WHEREAS, copies of the Procurement are attached hereto as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, pursuant to *Section 2-159(3) of the Code of Ordinances of the Town of Dundee, Florida* (hereafter the "Code"), which is entitled *alternative source selection*, nothing prohibits the Town from authorizing the purchase of goods, services, supplies, equipment and material without competitive bids when the manager of the using department has documented in writing that such goods, supplies, equipment, materials or service, is the only item that will meet the need and is available through only one source of supply; and

WHEREAS, on October 28, 2025, the Town Commission determined that the Fire Apparatus will be used solely for essential governmental functions and fulfills an immediate and essential need; and

WHEREAS, pursuant to *Section 2-159(3) of the Code*, the Town Commission has taken the necessary steps to arrange for the procurement and acquisition of the Fire Apparatus; and

WHEREAS, it is the intent of the Town Commission that this **Resolution No. 25-42** should be construed deferentially in favor of the Town's home rule powers and that the Town Commission's decision to approve, authorize, and/or ratify the *sole source* process and purchase, as more specifically set forth in this **Resolution No. 25-42**, is legislative in nature; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Resolution No. 25-42** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this **Resolution No. 25-42** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1: <u>Incorporation of Factual Recitals</u>.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Resolution No. 25-42**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Resolution No. 25-42**.

Section 2: <u>Authority and Adoption</u>.

Pursuant to its home rule authority as secured by *Article VII, §2(b) of the Florida Constitution, Section 166.021 of the Florida Statutes* and *Section 2-159(3) of the Code of Ordinances of the Town of Dundee, Florida,* the Town Commission of the Town of Dundee, Florida, hereby approves, authorizes, and ratifies the *sole source* process and purchase of the Fire Apparatus which is specifically identified and described in the Procurement (see **Exhibit "A"**).

Section 3: <u>Town Manager Authorization</u>.

The Town Manager, or his designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 25-42** which includes, but shall not be limited to, the negotiation, execution, and implementation of the agreement(s) approved herein. Further, the Town Manager or his designee, and all appropriate Town Officials are authorized to take all other necessary actions related to the finance, lease, and purchase of the Fire Apparatus.

Section 4: Conflicts.

All resolutions in conflict with this **Resolution No. 25-42** are repealed to the extent necessary to give this **Resolution No. 25-42** full force and effect.

Section 5: Severability.

The provisions of this **Resolution No. 25-42** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-42**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 25-42**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 25-42** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 25-42** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-42** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-42**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-42**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6: Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-42** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 25-42** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 7: Effective Date.

This **Resolution No. 25-42** will take effect immediately upon its passage by the Town Commission of the Town of Dundee, Florida.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 28th day of October, 2025.

TOWN OF DUNDEE

_____
Samuel Pennant, Mayor

ATTEST WITH SEAL:

_____
Erica Anderson, Town Clerk

Approved as to form:

_____
Frederick J. Murphy, Jr., Town Attorney