



AMENDED

TOWN COMMISSION MEETING AGENDA

April 25, 2023 at 6:30 PM

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR APRIL 25, 2023

A. AGREEMENTS

1. POLK COUNTY SHERIFF'S FDLE AGREEMENT FOR INFORMATION SHARING FOR DUNDEE

2. POLK COUNTY PROPERTY APPRAISER 2023 DATA SHARING AND USAGE AGREEMENT

3. RFP 23-01 FIRE DEPARTMENT REMODEL CONTRACT

APPROVAL OF AGENDA

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

- [1.](#) PROCLAMATION, NATIONAL LIBRARY WEEK 2023
- [2.](#) AWARDS & RECOGNITION, CAPTAIN SHEA
- [3.](#) PROCLAMATION, NEW ST LUKE MISSIONARY BAPTIST CHURCH

NEW BUSINESS

- [4.](#) ORDINANCE 23-04, CALDWELL RIDGE VOLUNTARY ANNEXATION
- [5.](#) DISCUSSION & ACTION, LAKE MARIE DRAINAGE
- [6.](#) DISCUSSION & ACTION, PSAR CALCULATIONS
- [7.](#) DISCUSSION, TTHM CONSENT UPDATE
- [8.](#) DISCUSSION & ACTION, VETERAN'S MEMORIAL PARK LOCATION
- [9.](#) DISCUSSION & ACTION, LAKE MARIE PLAYGROUND EQUIPMENT
- [10.](#) DISCUSSION & ACTION, VIRTUAL CLASS

REPORTS FROM OFFICERS

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

ADJOURNMENT

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

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



TOWN COMMISSION MEETING

April 25, 2023 at 6:30 PM

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- 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 April 25, 2023 contains the following:
- A. Agreements
 1. Polk County Sherriff's FDLE Agreement for Information Sharing for Dundee
 2. Polk County Property Appraiser 2023 Data Sharing and Usage Agreement
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Polk County Sherriff's FDLE Agreement for Information Sharing for Dundee

INTERAGENCY AGREEMENT

This Interagency Agreement ("Agreement") effective on June 1, 2023 is between the Polk County Sheriff's Office (hereinafter the "PCSO") and the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida whose municipality is wholly located within the boundaries of Polk County, Florida, for and on behalf of the Dundee Fire Department ("DFD").

WITNESSETH:

WHEREAS, PCSO presently has the benefit of access to the Florida Criminal Justice network (CJNet), National Crime Information Center (NCIC), the Florida Crime Information Center, and the Interstate Identification Index (III), all hereafter collectively referred to as FCIC, via network connectivity to the FDLE;

WHEREAS, DFD has access FCIC and state/national criminal justice information for the administration of criminal justice;

WHEREAS, DFD has agreed to comply with the U.S. Department of Justice, FBI Criminal Justice Information Services (CJIS) Security Policy.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. The Recitals to this Agreement are incorporated herein by this reference with the same force and effect as if set forth in full.
2. DFD agrees to comply with all applicable local, state, and federal laws, rules and regulations, as well as the FBI CJIS Security Policy and rules and regulations of FCIC, with regard to the use of said network connection.

Initial: _____

Initial: _____

3. DFD agrees to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and PCSO, a copy of which is attached hereto as Exhibit A.

4. DFD agrees that only authorized OIG personnel shall access FCIC information and the network connection for the review of criminal justice information.

5. This Agreement will remain in force until FDLE has determined that a new agreement is required with PCSO. At such event, PCSO will submit a new agreement for execution.

6. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of DFD, to:

Town of Dundee
Att: Town Manager
Post Office Box 1000
Dundee, Florida 33838

In case of PCSO, to:

Polk County Sheriff's Office
Att: Office of Legal Affairs
1891 Jim Keene Blvd
Winter Haven, Florida 33880

8. In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

9. This Agreement constitutes the complete understanding of the parties and merges and supersedes any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

10. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

11. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

12. This Agreement shall be governed by the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance.

13. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction, in Polk County, Florida, or the Federal Middle District Court of Florida, located in Tampa, Florida.

IN WITNESS WHEREOF, the Parties have entered into this Agreement and have caused this Agreement to be executed by their undersigned officers, duly authorized.

POLK COUNTY SHERIFF'S OFFICE
BY ANDRIA MCDONALD, EXECUTIVE DIRECTOR

ATTEST

WITNESS TO ANDRIA MCDONALD

Date: _____

APPROVED AS TO FORM:
BY SHERIFF'S COUNSEL

TOWN OF DUNDEE
By Sam Pennant, Mayor

ATTEST
By Town Clerk

Initial: _____

Initial: _____

Witness to Sam Pennant

Date: _____

APPROVED AS TO FORM

BY _____
Town of Dundee Attorney



Marsha M. Faux, CFA, ASA
POLK COUNTY PROPERTY APPRAISER
2023 Data Sharing and Usage Agreement

TOWN OF DUNDEE

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions under which the TOWN OF DUNDEE, hereinafter referred to as "agency," can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in FS 119.071.

As of July 1, 2021, the Florida Public Records Exemptions Statute was amended as it relates to the publicly available records maintained by the county property appraiser and tax collector. As a result, exempt (aka confidential) parcels and accounts have been added back to our website and FTP data files. No owner names, mailing addresses, or official records (OR) books and pages of recorded documents related to these parcels/accounts, appear on the Property Appraiser's website or in FTP data files. In addition, the Polk County Property Appraiser's mapping site has been modified to accommodate the statutory change. See Senate Bill 781 for additional information.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages owned by individuals that have received exempt / confidential status, hereinafter referred to as "confidential data," will be protected as follows:

- 1. The agency will not release confidential data that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The agency will not present the confidential data in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The agency shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The agency shall ensure any employee granted access to confidential data is subject to the terms and conditions of this Agreement.
5. The agency shall ensure any third party granted access to confidential data is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the agency by the third party before personal identifying information is released.

The term of this Agreement shall commence on January 1, 2023 and shall run until December 31, 2023, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew. A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

TOWN OF DUNDEE

Signature: [Handwritten Signature]

Signature: _____

Print: Marsha M. Faux CFA, ASA

Print: _____

Title: Polk County Property Appraiser

Title: _____

Date: December 1, 2022

Date: _____

Please email the signed agreement to pataxroll@polk-county.net.

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (hereafter the “Agreement”) is made and entered into this 25th day of April, 2023, by and between **JCR CONSTRUCTION & SERVICES, LLC, an active Florida limited liability company**, authorized to transact business in the State of Florida (hereinafter referred to as the "CONTRACTOR"), and the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "TOWN").

FACTUAL RECITALS

WHEREAS, on March 8, 2023, the TOWN issued RFP 23-01 soliciting competitive bids for the renovation and necessary remodel of the Town of Dundee Fire Department; and

WHEREAS, a copy of the RFP 23-01 is attached hereto as **Composite Exhibit “A”** and incorporated herein by reference; and

WHEREAS, CONTRACTOR submitted a response to RFP 23-01 in the total amount of \$177,600.00 (the “Response”); and

WHEREAS, a copy of the Response is attached hereto as **Composite Exhibit “B”** and made a part hereof by reference; and

WHEREAS, on April 11, 2023, the Town of Dundee Town Commission (the “Commission”) found the Response to be the most advantageous to the TOWN, and CONTRACTOR was selected to perform the necessary work associated with RFP 23-01; and

WHEREAS, TOWN has found that the CONTRACTOR possesses the qualifications necessary to satisfactorily perform the work and/or services contemplated in this Agreement; and

WHEREAS, TOWN desires to engage the CONTRACTOR to perform certain construction services which include, but are not limited to, the building construction services necessary to perform the renovations and expansion set forth by RFP 23-01 (see **Exhibit “A”**); and

WHEREAS, CONTRACTOR acknowledges and represents that any person(s) executing this Agreement on its behalf has read, examined and understands the scope of the construction services to be performed, conditions and requirements set forth by this Agreement and its exhibits which are incorporated herein by reference; and

WHEREAS, CONTRACTOR acknowledges that this Agreement has been fairly negotiated by each party’s respective legal counsel and at arm’s length; and, as such, CONTRACTOR has expressed its desire and willingness to perform the construction services in accordance with the terms and requirements set forth by this Agreement; and

WHEREAS, as a result of the representation(s), qualification(s), and expressed desire of the CONTRACTOR to perform the construction services, the TOWN desires to enter into this Agreement with the CONTRACTOR; and

WHEREAS, CONTRACTOR agrees to perform the construction services in strict accordance with the terms, conditions, and provisions set forth in this Agreement and its exhibits which are incorporated herein by reference; and

WHEREAS, it is in the best interests and will promote the health, safety and welfare of the citizens and residents of the TOWN for the TOWN and CONTRACTOR to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the TOWN agrees to retain the CONTRACTOR and CONTRACTOR agrees to perform the agreed upon construction services, as described herein, and upon the following terms and conditions:

I. INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Agreement between the TOWN and CONTRACTOR. RFP 23-01 (see **Exhibit “A”**) and the CONTRACTOR’s Response (see **Exhibit “B”**) are attached hereto as **Composite Exhibits “A” and “B”** and are hereby incorporated by reference and will constitute part of this Agreement and be considered contract documents.

II. DEFINITIONS

Words used in this Agreement shall possess their everyday and ordinary meaning, provided however, that where a term is defined by this Agreement or one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning. The following listed terms shall mean, as follows:

- (a) *“Day(s)”* means calendar day unless specifically stated otherwise.
- (b) *“Calendar Days”* means any and all days in a 365-day calendar year.
- (c) *“Business Days”* means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.
- (d) *“Effective Date”* means March 8, 2022, which is the date that this Agreement was approved by the Town Commission and the date work commenced.
- (e) *“Services”* means the provision or performance of the construction services by the CONTRACTOR, as specifically set forth in Article III of this Agreement and in **Exhibits “A” and “B”** attached hereto and incorporated herein by reference.

III. SCOPE OF WORK

The CONTRACTOR shall perform the Services (as defined by Section II(e) of this Agreement) in strict accordance with the terms set forth in this Agreement and as described in the Construction Plans and other documents which are included within RFP 23-01 and the Response which are attached hereto as **Exhibits “A” and “B”** and incorporated herein by reference.

The CONTRACTOR shall secure and maintain any and all permits and licenses required to complete Services.

IV. COMPENSATION

The TOWN shall pay to the CONTRACTOR the sum of One Hundred Seventy-Seven Thousand Six Hundred Dollars and zero cents (\$177,600.00) (the “Contract Sum”) for the CONTRACTOR’s performance of the Services (see **Exhibits “A” and “B”**).

The TOWN shall pay to the CONTRACTOR the Contract Sum to the CONTRACTOR no later than thirty (30) Business Days from the date on which the Services are completed pursuant to the terms of this Agreement.

Notwithstanding anything in this Agreement to the contrary, TOWN’s obligation to furnish payment to CONTRACTOR is expressly subject to appropriation of sufficient public funds by the Town Commission of the Town of Dundee. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the TOWN’s payment obligations to CONTRACTOR of any kind or type, TOWN or CONTRACTOR may immediately terminate this Agreement and be released from any future responsibility or liability thereunder.

V. TERM OF AGREEMENT AND BINDING EFFECT

Beginning on the Effective Date, this Agreement shall continue in full force and effect until terminated in accordance with Article VIII of this Agreement (the “Term”).

Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto.

The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Services (as defined by Section II(e) of this Agreement), such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with applicable law. For purposes of this Section, the term “applicable law” shall mean means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules,

regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

VI. NOTICES

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

A. If to the TOWN: Tandra Davis
Town Manager
Town of Dundee
202 E. Main Street
Dundee, FL 33838

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

B. CONTRACTOR: JCR CONSTRUCTION & SERVICES LLC
4822 Joyce Drive
Lakeland, FL 33805

VII. MODIFICATION OF AGREEMENT

Any modification to this Agreement shall be mutually agreed upon by and between the TOWN and CONTRACTOR in written amendments to this Agreement signed by both parties.

VIII. PERFORMANCE AND TERMINATION

The relationship of the CONTRACTOR to the TOWN for the performance of the Services shall be that of an independent contractor; and the relationship of the CONTRACTOR to the TOWN shall be governed by the terms of this Agreement.

The intent of this Agreement is to provide a general basis for performing the Services. Any service, project, job and/or task(s) shall be performed in strict compliance with the terms, conditions and covenants prescribed by this Agreement; and, prior to the completion of the Services by the CONTRACTOR and/or termination of this Agreement, the TOWN and CONTRACTOR shall mutually agree in writing as to the scope of performance and/or work, deliverables, time for completion, and any other term(s) and/or condition(s), which are not set forth in this Agreement, as related to the Services, a specific service, project,

job and/or other task(s).

Upon completion of the Services and/or termination of this Agreement, CONTRACTOR shall perform such Services as mutually agreed to in writing by the parties and reasonably necessary for the orderly closing of this Agreement. CONTRACTOR shall be compensated for all Services performed prior to the effective date of termination, plus Services required for the orderly closing of this Agreement, including: (1) Services performed up to the termination date; and (2) all efforts necessary to document the Services completed or in progress.

Upon the termination of this Agreement as hereinabove provided, neither party shall have any further obligation(s) hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations, promises, or covenants contained herein which are expressly made to extend beyond the Term, including without limitation, any indemnity(ies) and professional insurance coverage(s).

IX. CONTRACTOR INDEMNIFICATION AND INSURANCE

This contractual indemnity is authorized by Section 725.06 of the Florida Statutes, and this contractual indemnity and insurance requirement(s) shall survive the termination of this Agreement.

Item 1. CONTRACTOR’S INDEMNIFICATION

CONTRACTOR shall indemnify, and hold harmless the TOWN, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of CONTRACTOR (specifically including, but not limited to, CONTRACTOR’S negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Agreement or CONTRACTOR’S performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. CONTRACTOR also agrees to indemnify, defend, save and hold harmless the TOWN, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney’s fees and professional charges and reasonable attorney’s fees and professional charges in appellate or bankruptcy proceedings, that may be brought against the TOWN, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

Item 2. CONTRACTOR’S INSURANCE

CONTRACTOR shall, at its own expense, procure and maintain *Public Liability Insurance, Property Damage Insurance, Commercial General Liability Insurance and Workers’ Compensation/Employers’ Liability Insurance* throughout the Term of this Agreement, with an insurer or insurers acceptable to the TOWN. All insurance policies

shall be reviewed by the Town Attorney and must be acceptable to the Town. Any policy(ies) of insurance required herein shall apply to any covered loss on a primary basis; and, for purposes of public liability insurance and property damage insurance, the TOWN shall be named as an additional insured.

The CONTRACTOR shall, upon thirty (30) Days written request from the TOWN, deliver copies to the TOWN of any or all insurance policies that are required in this Agreement.

X. COMPLIANCE WITH LAWS

The CONTRACTOR warrants, represents, and agrees that it will comply with applicable law (as defined by Section V of this Agreement) which includes, but shall not be limited to, all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

XI. DATA TO BE FURNISHED TO CONTRACTOR

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

XII. WORK PRODUCT

The work product of the CONTRACTOR, which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, maps, reports, estimates, field notes, investigations, design analysis, studies, and other data or documents which are obtained or prepared in the performance of this Agreement whether in hard copy or electronic form, shall become the property of TOWN when CONTRACTOR has been fully compensated as set forth herein. **The CONTRACTOR may keep copies of all work product prepared pursuant to this Agreement for its records and current and/or future use.**

Pursuant to Florida law, all correspondence(s) between the TOWN and CONTRACTOR are public records and subject to public records requests.

XIII. FORCE MAJEURE

Neither party hereto shall be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to strikes, lockouts, and/or acts of God. For purposes of this Agreement, any delay caused by the faulty performance or nonperformance by CONTRACTOR, CONTRACTOR'S independent contractor(s) shall not be events constituting force majeure.

XIV. ASSIGNMENT

The CONTRACTOR shall not sublet, assign, or transfer this Agreement or any interest

issued under this Agreement without the written consent of the TOWN.

XV. TERMS, CONDITIONS AND CONFLICTS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties. Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship.

In the event of a conflict between the terms, conditions and/or provisions set forth by this Agreement and any exhibit or document attached hereto, this Agreement shall control.

XVI. NO WAIVER

Nothing herein is intended to act as a waiver of the TOWN'S sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Agreement.

XVII. ATTORNEYS' FEES AND REMEDIES

In the event either the TOWN or the CONTRACTOR brings an action against the other to interpret and/or enforce this Agreement and/or any condition, covenant and/or provision herein, the prevailing party shall be entitled to recover its reasonable attorney's fees and court and professional costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

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

XVIII. 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" which means any and all days in a 365-day calendar year; and "business days" shall mean each calendar day which is not a Saturday, Sunday or a recognized holiday by the TOWN. In the event any time period or deadline identified in

this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday by the TOWN, 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.

XIX. GOVERNING LAW

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only.

XX. VENUE

Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought exclusively in the State Courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Article hereof or to service of any writ, summons or other legal process in accordance with applicable law.

XXI. NO THIRD -PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with, or any rights in favor of, any third party, including any sub-contractor.

XXII. MANDATORY PRE-SUIT MEDIATION

Disputes between the TOWN and CONTRACTOR arising under this Agreement shall first be mediated by a Florida Supreme Court-Certified Civil Mediator (hereafter the "Mediator") in accordance with Chapter 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) Days of the date on which mediation is requested in writing by either party. The Mediator shall be agreed upon but, if the parties are unwilling or unable to agree upon and/or select the Mediator, the parties agree that a Mediator from Central Florida Mediation Group, LLC, shall be selected by striking names from the list of mediators at Central Florida Mediation Group, LLC. The parties agree to mediate in good faith, be bound by the Mediator's agreement (if any), pay Mediator fees promptly and share them on an equal basis, unless otherwise agreed upon by the parties. Litigation shall not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation.

XXIII. INDEPENDENT CONTRACTOR

Notwithstanding any provision of this Agreement, the CONTRACTOR and TOWN agree that the CONTRACTOR is an independent contractor for all purposes and when performing any Services under this Agreement.

XXIV. ENTIRETY OF AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

XXV. AUTHORIZATION

Both the TOWN and CONTRACTOR represent to the one another that all the necessary actions to execute this Agreement have occurred and that both parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

XXVI. REPRESENTATIONS AND WARRANTIES

Each party signing this Agreement on behalf of TOWN and CONTRACTOR represents and warrants that he or she has read, understands and acknowledges any and all of the conditions and requirements as set forth herein.

XXVII. CONSTRUCTION

The TOWN and CONTRACTOR acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in accordance with the terms contained herein.

XXVIII. GENDER NEUTRAL

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

XXIX. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement; provided, however, that each of the counterparts shall have been executed by the parties hereto.

XXX. PUBLIC RECORDS

CONTRACTOR agrees to:

1. Keep and maintain public records required by the TOWN to perform the services contemplated herein.
2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
4. Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the services contemplated herein. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TREVOR DOUTHAT, INTERIM TOWN CLERK, (863) 438-8330, EXT. 222, tdouthat@townofdundee.com , 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If the CONTRACTOR does not comply with a public records request, TOWN shall enforce this Agreement which may include immediate termination of this Agreement.

This Section shall survive the termination of this Agreement.

XXXI. FURTHER ASSURANCES

Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement. To the extent of any conflict with the terms and conditions set forth by this Agreement and other rules and/or regulations which may otherwise govern the Services, the terms and conditions of this Agreement shall prevail.

XXXII DUTY TO COOPERATE IN GOOD FAITH

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

[Rest of page intentionally left blank]

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

JCR CONSTRUCTION & SERVICES LLC:

By: _____
[Name, Title]

Witness

Witness

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of April, 2023, by _____ of JCR CONSTRUCTION & SERVICES LLC, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____
My commission expires: _____

TOWN OF DUNDEE:

TOWN OF DUNDEE

By: _____
Tandra Davis, Town Manager

ATTEST:

Trevor Douthat, Interim Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney



TOWN COMMISSION MEETING

April 25, 2023, at 6:30 PM

-
- AGENDA ITEM TITLE:** Proclamation, National Library Week
- SUBJECT:** The Town will celebrate National Library Week April 23rd through April 29th
- STAFF ANALYSIS:** National Library Week, a time to highlight the essential role libraries, librarians and library workers play in transforming lives and strengthening communities.
- Library Director, Ross Young, will accept the Proclamation.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends support
- ATTACHMENTS:** National Library Week 2023 Proclamation

PROCLAMATION



NATIONAL LIBRARY WEEK

- WHEREAS,** libraries are the heart of their communities, campuses, and schools’ and
- WHEREAS,** librarians work tirelessly to meet the changing needs of their communities, from providing linguistically diverse literature and life-skill classes to brining services outside of library walls; and
- WHEREAS,** libraries and librarians bring together community members to enrich and shape the community and address local issues; and
- WHEREAS,** librarians are trained, tech savvy professionals, providing technological training and access to downloadable content like e-books; and
- WHEREAS,** libraries offer programs to meet the community needs of Dundee by providing learning opportunities for our future through the summer reading program, story time reading sessions and other engagement opportunities for children; and
- WHEREAS,** libraries continuously grow and evolve in how they provide for the needs of every member of their communities; and
- WHEREAS,** libraries, librarians, library workers, and supporters across Polk County are celebrating National Library Week;

NOW, THEREFORE, I, Samuel Pennant, Mayor of the Town of Dundee, do hereby proclaim April 23-29, 2023 to be National Library Week and encourage all residents to visit the Dundee Library this week to take advantage of the wonderful library resources.

Dated this 25th day of April, 2023

Sam Pennant, Mayor

Attest:

Trevor Douthat, Interim Town Clerk



TOWN COMMISSION MEETING

April 25, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** Awards & Recognition
- SUBJECT:** Captain Rian Shea Departure & Introduction of New Captain
- STAFF ANALYSIS:** Captain Shea has made a great contribution to the Dundee Community. We appreciate his contribution to Dundee. We will miss him
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Dundee Community would like to wish Captain Shea well on his new assignment
- ATTACHMENTS:**



TOWN COMMISSION MEETING

April 25, 2023, at 6:30 PM

-
- AGENDA ITEM TITLE:** Proclamation, Centennial Celebration New St. Luke MBC
- SUBJECT:** New St. Luke Missionary Baptist Church Celebrating its Centennial Year
- STAFF ANALYSIS:** Recognizing the New St. Luke MBC Members and Pastor as they celebrate their Centennial Year
Pastor Dr. J. L. Downing & Lady Downing will accept the Proclamation.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends support
- ATTACHMENTS:** Centennial Year Celebration April 2023 Proclamation

PROCLAMATION



New St. Luke Missionary Baptist Church Centennial “100” Anniversary and Service

WHEREAS, in 1923, Reverend Grant and Lady Grant came together with a small gathering of people to begin worship in a small building on Myrtle Street, Dundee Florida, naming it “The First Colored Baptist Church.”

WHEREAS, the members were: Brother & Sister Robinson, Sister Mary Jones, Sister Annie May, Sister Christina Williams, Sister Wille Payne, Sister Ruby Alexander and T. Lamb.

WHEREAS, under the direction of Reverend Joseph Savage Sr and Lady Savage the church was relocated and renamed “St. Luke Missionary Baptist Church”.

WHEREAS, in 2006 the church street name changed to 305 Dr. Martin Luther King, Jr. Street, under the leadership of Pastor Garrett.

WHEREAS, in June 2019, Rev. Jimmy L. Downing Jr. and Lady Shenita Seeden-Downing were called to “New St. Luke Missionary Baptist Church”. Pastor Downing is described to be a “Man of Vision”, and where there is “Vision”, there is Hope.

WHEREAS, under the direction of Rev. Dr J. L. Downing Jr. and Lady Downing, New St. Luke Missionary Baptist Church is seeking to continue to have a positive impact in their community and with the citizens of Dundee.

NOW, THEREFORE, I, Samuel Pennant, Mayor of the Town of Dundee, do hereby proclaim April 2023 to be the Centennial Celebration for New St. Luke Missionary Baptist Church and extend congratulation to the members of this congregation on their Centennial Anniversary.

Dated this ____ day of ____, 20__

Sam Pennant, Mayor

Attest:

Trevor Douthat, Town Clerk



TOWN COMMISSION MEETING

April 20, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** Ordinance 23-04, Caldwell Ridge Voluntary Annexation
- SUBJECT:** The Town Commission will hear the 1st reading of Ordinance 23-04
- STAFF ANALYSIS:** This is a petition for the voluntary annexation for the Caldwell Ridge Subdivision. The general location of the proposed land to be annexed is at the southwest corner of Lake Hatchineha Road and Caldwell Drive and consists of two parcels: 27-28-24-000000-013010 and 27-28-24-000000-013020. The proposed area consists of approximately 24 +/- acres.
- FISCAL IMPACT:** No Fiscal Impact
- STAFF RECOMMENDATION:** Staff recommends approval of Ordinance 23-04
- ATTACHMENTS:** Staff Report
- Ordinance 23-04

The proposed Ordinance 23-04 was prepared by Town Staff and Consultants. If approved at this first reading, the public hearing for the second (adoption) and final reading will be held on May 9, 2023.

CONCURRENCY:

Potable Water-

- There is a 10" water main on the southside of Lake Hatchineha Road
- The Town of Dundee will be the service provider.
- Available water capacity 140,281 gpd

Sanitary Sewer-

- There is an 8" force main on the southside of Lake Hatchineha Road
- The Town of Dundee will be the service provider.
- Available sanitary sewer capacity

Solid Waste-

- The Town of Dundee will be the service provider
- Available solid waste capacity 65 years of 3.47lbs pcd

Parks, Recreation and Open Space-

- East Central Park is the nearest recreational area at 2.41 +/- miles southwest of the proposed annexation site. East Central Park is located at the corner of Lake Mable Loop Rd. and Lake Trask Rd. The park consists of the following:
 - Three 200 foot and one 300-foot lit baseball fields
 - Basketball court
 - Racquetball court
 - Football/Soccer fields
 - Two sand volleyball courts
 - Five horseshoe pits
 - Seven small picnic pavilions
 - Nearly mile long jogging and walking trail with 14 fitness stations
 - Four press boxes
 - Seating for 200
 - Two playgrounds with rubberized surfaces

Roads-

- Lake Hatchineha Road
-county road, urban collector road, current LOS is B, paved road, road is 22” wide
- Caldwell Drive
-county road, paved road,
- H.L. Smith Road
-county, rural minor collector, current LOS C, paved road, 20” wide road
- Available peak hour capacity is 693 going north and 689 going south.

Surrounding Uses:

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

Table 1 Surrounding Uses

Northwest Town of Dundee FLU: LDR/ Low Density Residential Zoning: RSF-2	North Polk County RDA FLU: A/RR (Agricultural Rural Residential)	Northeast Polk County RDA FLU: A/RR (Agriculture Rural Residential)
West Town of Dundee FLU: LDR/Low Density Residential Zoning: RSF-2	Subject Site Polk County RDA FLU: A/RR (Agricultural Rural Residential)	East Polk County RDA FLU: A/RR (Agricultural Rural Residential)
Southwest Town of Dundee FLU: LDR/Low Density Residential Zoning: RSF-2/unassigned	South Town of Dundee FLU: LDR/Low Density Residential Zoning: Unassigned	Southeast Polk County RDA FLU: A/RR (Agricultural Rural Residential)

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

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 23-04

Attachments:

Ordinance 23-04

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SPACE FOR RECORDING

ORDINANCE NO.: 23-04

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (General Location: Two parcels located at the southwest corner of Lake Hatchineha Road and Caldwell Drive. The area covered by this request includes 24 +/- acres.)

WHEREAS, a petition to integrate territory into the Town of Dundee, Florida, has been filed requesting the Town of Dundee to extend its corporate limits to include certain property herein described; and

WHEREAS, the Town of Dundee deems it expedient and practical to incorporate said territory as the same is in conformity with overall plans for extending the boundaries of the Town of Dundee; and

WHEREAS, the property herein described is contiguous and adjacent to the corporate limits of the Town of Dundee, and the property will become a part of the unified corporate area with respect to municipal services and benefits.

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

1. A petition has been filed to integrate territory into the Town of Dundee, Florida, as attached herein as Exhibit "A".

2. That the Town Commission of the Town of Dundee does hereby annex into the corporate limits of the Town of Dundee, Florida, the following described property:

See Composite Exhibit "B" attached hereto and made a part hereof consisting of two (2) pages, the first being a legal description, and the second being a locational map.

3. All ordinances in conflict herewith are hereby repealed.

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

5. Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

6. This ordinance shall take effect immediately after second reading.

INTRODUCED on first reading this 25th day of April 2023.

PASSED on second reading this 09th day of May 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

INTERIM TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT "A" To Ordinance 23-04



Town of Dundee

Voluntary Annexation Application

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

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

SITE INFORMATION

Project Name: Caldwell Ridge Subdivision

Parcel I.D.#: 27-28-24-000000-[013010 & 013020]

Site Address or General Location: Southwest corner of Lake Hatchineha Road & Caldwell Drive

Present Use of the Property: Vacant - Ag Row Crops

Existing Structures Located on the Site: N/A - Vacant

Total Acreage: 24-Ac +/- Number of Residents on Site: 0

Legal Description of the Property: See Attached Legal Description Document

PROPERTY OWNER:

Name: W & G Groves, LLC

Mailing Address: 33 Turtle Lane

City: Haines City State: FL Zip: 33844

Home/Mobile Phone: (863) 604-9362 Email Address: brad.weihrauch@gmail.com

APPLICANT/AGENT:

Name: Raysor Ventures, LLC

Mailing Address: 19046 Bruce B. Downs Blvd, Ste. 308

City: Tampa State: FL Zip: 33647

Home/Mobile Phone: N/A Office: (813) 625-1699

Email Address: mdr@raysor-transportation.com

Applicant is: Owner Agent/Representative Purchaser Lessee

Date Application Accepted by Town:	<u>02/09/2023</u>
Project ID Number:	<u></u>
Application Fee Amount Paid:	<u>1113.39</u>
Review Deposit Amount Paid:	<u>2000.00</u>



Town of Dundee

Voluntary Annexation Application

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

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

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

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

OWNERS

Signature of Owner

Bradley D. Weihrauch, Managing Member
Printed Name/Title of Owner

Signature of Owner

Printed Name of Owner

Matthew E. Green
Signature of Owner

Matthew E. Green, Managing Member
Printed Name/Title of Owner

Matthew E. Green
Signature of Owner

MATTHEW E. GREEN
Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 20th day of December, 2022, by Matthew Green, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



AUSTIN PARKER
Notary Public
State of Florida
Comm# HH178670
Expires 12/14/2025

Austin Parker
Signature of Notary Public

Notary Public
Notarial Seal and Commission
Expiration Date 12/14/2025



Town of Dundee

Voluntary Annexation Application

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

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

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

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

OWNERS

Bradley D. Wehrauch 12/19/2022
Signature of Owner

Signature of Owner

Bradley D. Wehrauch, Managing Member
Printed Name/Title of Owner

Matthew E. Green, Managing Member
Printed Name/Title of Owner

Signature of Owner

Signature of Owner

Printed Name of Owner

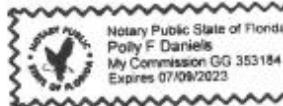
Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 19th day of December, 2022 by Bradley D. Wehrauch, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

Polly F. Daniels



Notary Public
Notarial Seal and Commission
Expiration Date 7/9/2023



Town of Dundee

Voluntary Annexation Application

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

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

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

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

AGENT, LESSEE, OR BUYER(S)

[Signature] _____
Signature of Agent, Lessee, or Buyer(s) Signature of Agent, Lessee, or Buyer(s)

Michael D. Raysor _____
Printed Name of Agent, Lessee, or Buyer(s) Printed Name of Agent, Lessee, or Buyer(s)

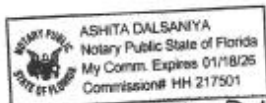
Signature of Agent, Lessee, or Buyer(s) Signature of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s) Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA AGENT, LESSEE, OR BUYER(S) NOTARIZATION

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 13th day of Dec, 2022 by Michael Raysor, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



ID: F.D.L

A. A. Dalsaniya

Notary Public
Notarial Seal and Commission
Expiration Date 01/18/26



Town of Dundee

Voluntary Annexation Application

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

FINANCIAL RESPONSIBILITY FORM

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

Name: Michael D. Raysor Title: Manager

Company: Raysor Ventures, LLC

Company Address: 19046 Bruce B. Downs Blvd, Suite 308

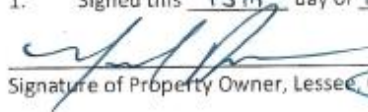
City/State/Zip Code: Tampa, FL 33647

Telephone Number: (813) 625-1699

Email Address: mdr@raysor-transportation.com

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

1. Signed this 13th day of December, 2022.


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

**COMPOSITE EXHIBIT “B”
to Ordinance No. 21-23**

Legal Description

CALDWELL RIDGE SUBDIVISION

Legal Description (Per Title Report)

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 28 South, Range 27 East, LESS road right of way for State Road S-542; AND

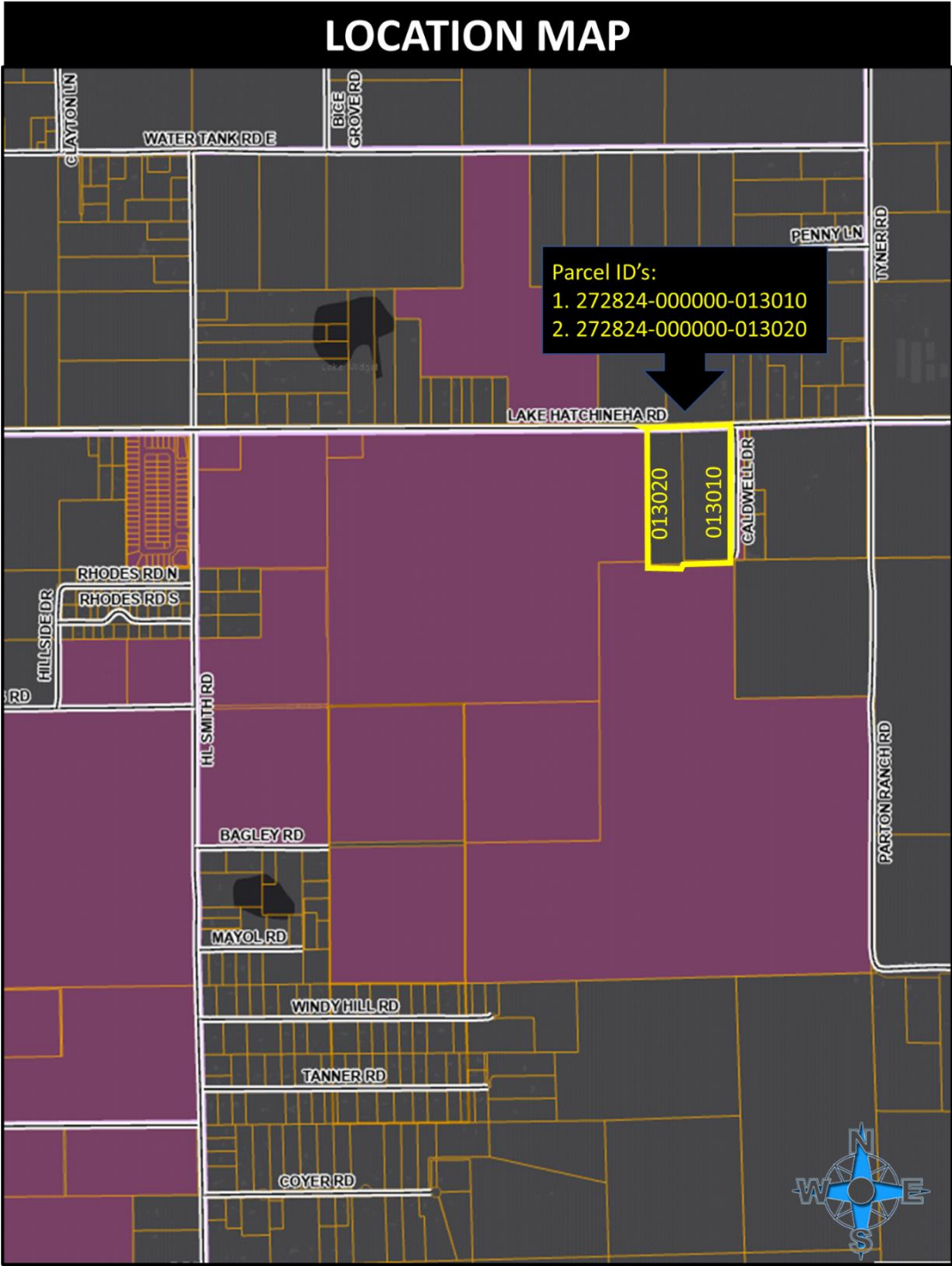
The East 1/4 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 24, LESS road right of way for State Road S-542; AND

The North 31 feet of the West 1/4 of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Said Section 24; AND

The North 31 feet of the east 1/4 of the west 1/2 of the Southwest 1/4 of the northeast 1/4 of Section 24, Township 28 South, Range 27 East,

All of said property being located in Polk County, FL.

COMPOSITE EXHIBIT "B"
to Ordinance No. 21-23



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SPACE FOR RECORDING

ORDINANCE NO.: 23-04

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (General Location: Two parcels located at the southwest corner of Lake Hatchineha Road and Caldwell Drive. The area covered by this request includes 24 +/- acres.)

WHEREAS, a petition to integrate territory into the Town of Dundee, Florida, has been filed requesting the Town of Dundee to extend its corporate limits to include certain property herein described; and

WHEREAS, the Town of Dundee deems it expedient and practical to incorporate said territory as the same is in conformity with overall plans for extending the boundaries of the Town of Dundee; and

WHEREAS, the property herein described is contiguous and adjacent to the corporate limits of the Town of Dundee, and the property will become a part of the unified corporate area with respect to municipal services and benefits.

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

1. A petition has been filed to integrate territory into the Town of Dundee, Florida, as attached herein as Exhibit "A".

2. That the Town Commission of the Town of Dundee does hereby annex into the corporate limits of the Town of Dundee, Florida, the following described property:

See Composite Exhibit "B" attached hereto and made a part hereof consisting of two (2) pages, the first being a legal description, and the second being a locational map.

3. All ordinances in conflict herewith are hereby repealed.

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

5. Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

6. This ordinance shall take effect immediately after second reading.

INTRODUCED on first reading this 25th day of April, 2023.

PASSED on second reading this 9th day of May, 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

INTERIM TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT "A"
To Ordinance 23-04



Town of Dundee

Voluntary Annexation Application

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

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

SITE INFORMATION

Project Name: Caldwell Ridge Subdivision
Parcel I.D.#: 27-28-24-000000-[013010 & 013020]
Site Address or General Location: Southwest corner of Lake Hatchineha Road & Caldwell Drive
Present Use of the Property: Vacant - Ag Row Crops
Existing Structures Located on the Site: N/A - Vacant
Total Acreage: 24-Ac +/- Number of Residents on Site: 0
Legal Description of the Property: See Attached Legal Description Document

PROPERTY OWNER:

Name: W & G Groves, LLC
Mailing Address: 33 Turtle Lane
City: Haines City State: FL Zip: 33844
Home/Mobile Phone: (863) 604-9362 Email Address: brad.weihrauch@gmail.com

APPLICANT/AGENT:

Name: Raysor Ventures, LLC
Mailing Address: 19046 Bruce B. Downs Blvd, Ste. 308
City: Tampa State: FL Zip: 33647
Home/Mobile Phone: N/A Office: (813) 625-1699
Email Address: mdr@raysor-transportation.com

Applicant is: Owner Agent/Representative Purchaser Lessee

Date Application Accepted by Town: 02/09/2023
Project ID Number: _____
Application Fee Amount Paid: 1113.39 Review Deposit Amount Paid: 2000.00



Town of Dundee

Voluntary Annexation Application

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

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

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

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

OWNERS

Signature of Owner

Bradley D. Weihrauch, Managing Member
Printed Name/Title of Owner

Signature of Owner

Printed Name of Owner

Matthew E. Green
Signature of Owner

Matthew E. Green, Managing Member
Printed Name/Title of Owner

Matthew E. Green
Signature of Owner

MATTHEW E. GREEN
Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 20th day of December, 2022, by Matthew Green, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



AUSTIN PARKER
Notary Public
State of Florida
Comm# HH178670
Expires 12/14/2025

Austin Parker
Signature of Notary Public

Notary Public
Notarial Seal and Commission
Expiration Date 12/14/2025



Town of Dundee

Voluntary Annexation Application

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

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

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

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

OWNERS

Bradley D. Wehrauch 12/19/2022
Signature of Owner

Signature of Owner

Bradley D. Wehrauch, Managing Member
Printed Name/Title of Owner

Matthew E. Green, Managing Member
Printed Name/Title of Owner

Signature of Owner

Signature of Owner

Printed Name of Owner

Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 19th day of December, 2022 by Bradley D. Wehrauch, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



Notary Public State of Florida
Polly F. Daniels
My Commission GG 353184
Expires 07/09/2023

Polly F. Daniels
Notary Public

Notarial Seal and Commission
Expiration Date 7/9/2023



Town of Dundee

Voluntary Annexation Application

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

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

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

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

AGENT, LESSEE, OR BUYER(S)

[Signature] _____
Signature of Agent, Lessee, or Buyer(s) Signature of Agent, Lessee, or Buyer(s)

Michael D. Raysor _____
Printed Name of Agent, Lessee, or Buyer(s) Printed Name of Agent, Lessee, or Buyer(s)

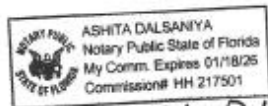
Signature of Agent, Lessee, or Buyer(s) Signature of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s) Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA AGENT, LESSEE, OR BUYER(S) NOTARIZATION

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 13th day of Dec, 2022 by Michael Raysor, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



ID: F.D.L

A. A. Dalsaniya

Notary Public
Notarial Seal and Commission
Expiration Date 01/18/26



Town of Dundee

Voluntary Annexation Application

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

FINANCIAL RESPONSIBILITY FORM

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

Name: Michael D. Raysor Title: Manager

Company: Raysor Ventures, LLC

Company Address: 19046 Bruce B. Downs Blvd, Suite 308

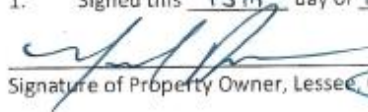
City/State/Zip Code: Tampa, FL 33647

Telephone Number: (813) 625-1699

Email Address: mdr@raysor-transportation.com

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

1. Signed this 13th day of December, 2022.


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

**COMPOSITE EXHIBIT "B"
to Ordinance No. 21-23**

Legal Description

CALDWELL RIDGE SUBDIVISION

Legal Description (Per Title Report)

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 28 South, Range 27 East, LESS road right of way for State Road S-542; AND

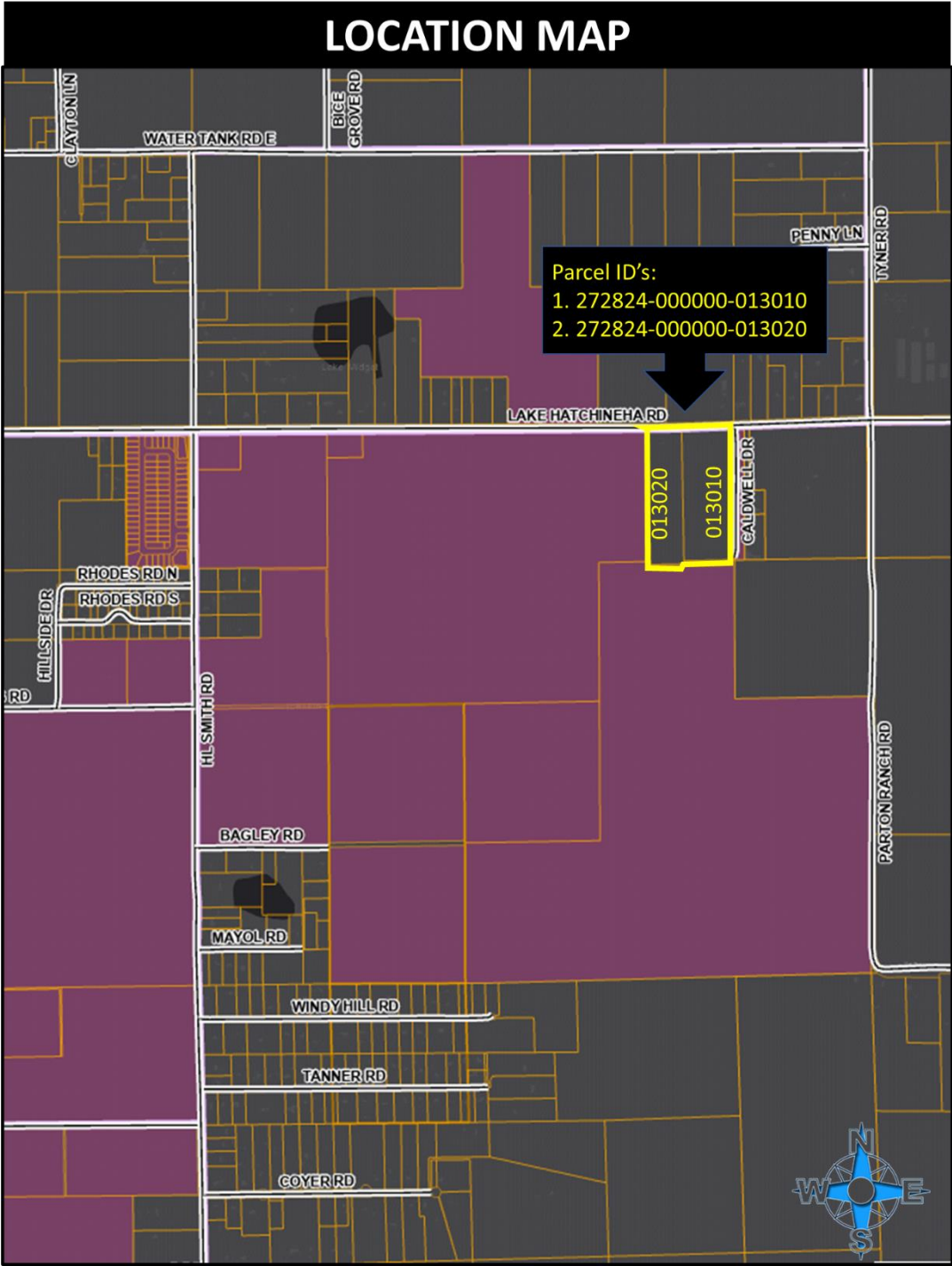
The East 1/4 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 24, LESS road right of way for State Road S-542; AND

The North 31 feet of the West 1/4 of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Said Section 24; AND

The North 31 feet of the east 1/4 of the west 1/2 of the Southwest 1/4 of the northeast 1/4 of Section 24, Township 28 South, Range 27 East,

All of said property being located in Polk County, FL.

COMPOSITE EXHIBIT "B"
to Ordinance No. 21-23





TOWN COMMISSION MEETING

April 25, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** Resolution 23-07, Lake Marie Drainage
- SUBJECT:** The Town Commission will consider Emergency Resolution 23-07
- STAFF ANALYSIS:** As discussed previously, this emergency resolution is necessary because of the health and welfare concerns created by the comingling of Lake Marie and the stormwater pond due to high water levels caused by Hurricane Ian. At the April 11, 2023 Town Commission meeting, the Commission granted staff permission to move forward with this project to fix the stormwater issues.
- FISCAL IMPACT:** \$187,500.00, This will collectively come from Stormwater Assessment and General Fund. FEMA will assist with a shared portion after the completion of work.
\$170,800 Florida Land Development Corp
\$16,700 Carter Kaye Engineering
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** 2023 Florida Land Dev Quote Sheet
230302 Proposal Letter TDavis DC 4-19-23
Emergency Resolution 23-07 – (In legal review, will come on Monday)

RESOLUTION NO. 23-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO THE TASK ORDER FOR PROFESSIONAL ENGINEERING SERVICES FOR LAKE MARIE FLOODING AND APPROVING THE AGREEMENT WITH FLORIDA LAND DEVELOPMENT CORP FOR EMERGENCY PUMPING SERVICES FOR LAKE MARIE FLOODING; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL NECESSARY FURTHER ACTIONS INCLUDING, BUT NOT LIMITED TO, APPROVING THE TASK ORDER FOR PROFESSIONAL ENGINEERING SERVICES FOR LAKE MARIE FLOODING AND APPROVING THE AGREEMENT WITH FLORIDA LAND DEVELOPMENT CORP FOR EMERGENCY PUMPING SERVICES FOR LAKE MARIE FLOODING.

WHEREAS, circumstances have arisen requiring emergency action on the part of Town of Dundee management to ensure the health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida; and

WHEREAS, the Town Commission of the Town of Dundee (the "Commission") acknowledges the health, safety, and general welfare concerns created by the high-water levels caused by Hurricane Ian and the commingling of Lake Marie and nearby stormwater ponds; and

WHEREAS, the Commission also acknowledges the traditionally high rain volume received during summer months which, in light of the remaining drainage and high-water levels related to Lake Marie, presents a significant threat to the health, safety and welfare of the adjoining properties and property owners; and

WHEREAS, on April 14, 2020, the Commission approved, at a duly noticed public meeting, Resolution 20-12 affirming the selection of Carter and Kaye Engineering, LLC; approving the master continuing professional consulting agreement for consulting services between the City of Winter Haven, Florida, and consultant; and authorizing the Town Manager to negotiate and execute all agreements and task orders; and

WHEREAS, on April 11, 2023, the Commission authorized and approved, at a duly noticed public meeting, the Town Manager’s action(s) in approving Task Order 23-01 For Professional Services For Lake Marie Flooding with Carter and Kaye Engineering, LLC (the “Task Order”); and

WHEREAS, a copy of the Task Order is attached hereto as **Exhibit “A”** and made a part hereof by reference; and

WHEREAS, on April 11, 2023, the Commission authorized and approved, at a duly noticed public meeting, the Town Manager to take any and all necessary further action(s) in order to address the flooding issue(s) located at Lake Marie which includes, but is not limited to, negotiating and entering into an agreement with Florida Land Corp for emergency pumping services for the flooding at Lake Marie (the “Agreement”); and

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

WHEREAS, Town has an immediate need for the emergency engineering and pumping services for the flooding at Lake Marie; and

WHEREAS, the Town Commission of the Town of Dundee acknowledges and agrees that circumstances and conditions continue to exist requiring the Town to enter into the Task Order and the Agreement (collectively referred to as the “Agreements”); and

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

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

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

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

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

SECTION 3: Accordingly, the Town Commission authorizes, approves, confirms, and ratifies: (1) the Town Manager’s actions in negotiating and approving Task Order 23-01 For Professional Services For Lake Marie Flooding with Carter and Kaye Engineering, LLC (the “Task Order”); and (2) the Town Manager’s actions in negotiating and entering into an agreement with Florida Land Corp for emergency pumping services for the flooding at Lake Marie (the “Agreement”), as further described in the attached **Exhibit “A”** and **Exhibit “B”** and incorporated herein by reference, on an emergency basis and waives the requirements of strict compliance with the Town’s procurement code in this instance.

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

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida assembled on the 25th day of April, 2023.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST WITH SEAL:

Trevor Douthat, Interim Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

EXHIBIT "A"



Florida Land Development Corp

3616 Harden Blvd. Suite 107
Lakeland, Florida 33803

Estimate Item 5.

Date	Estimate #
3/27/2023	38

Client - Name / Address
Tracy Mercer - Director Special Projects Town Of Dundee Dundee, Florida 33838 United States

Project Name
Lake Marie Draw Down

Item	Description	Quantity	Unit Me...	Rate	Total
Mobilization	Mobilize Personnel and Equipment Onsite	1	EA	10,000.00	10,000.00
Ground Protection	Poly Matting Installation and Handling, Shoreline Protection and Pump Containment Area	2	Month	6,800.00	13,600.00
Specialized Labor	Randal Price, Operator and Labor Staff As Needed (Assume 8 to 10 Hours Per Day) Hours Will Change Daily	60	Day	450.00	27,000.00
250GLC Excava...	Per Week Rental Cost / Does Not Include Fuel	4	Week	3,000.00	12,000.00
544J Loader	Per Week Rental Cost / Does Not Include Fuel	4	Week	2,125.00	8,500.00
Pump One 6 Inc...	75 HP Pump Rental, Hoses, Connections, Pump Head / Does Not Include Fuel	2	Month	4,500.00	9,000.00
Pump Two 6 Inc...	75 HP Pump Rental, Hoses, Connections, Pump Head / Does Not Include Fuel	2	Month	4,500.00	9,000.00
Pump Three 6 I...	75 HP Stand By Pump - Covers Pump Rental Only / Back Up Pump If Needed Immediately	2	Month	1,400.00	2,800.00
Fuel For Project	Fuel For All Machines On Project	8,000	Gallon	3.95	31,600.00
Demobilization	Demobilization From The Site (Personnel, Pumps, Poly ,Matting and Equipment)	1	EA	5,000.00	5,000.00
Third Month If ...	This Is A Per Day Charge If The Project Goes Over Two Months	30	Day	1,410.00	42,300.00
If you have any questions please contact us. Thank You - Management				Total	\$170,800.00

Estimate Will Expire In 30 Days

Customer Approval : _____

Phone #
(863) 244 3155

E-mail
Randy@FLLandDevelop.com

April 26, 2023

Proposal No. DUNDE23002

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

RE: TASK ORDER 23-01 FOR PROFESSIONAL ENGINEERING SERVICES FOR LAKE MARIE FLOODING

Dear Ms. Davis:

Pursuant to the continuing services agreement between Carter and Kaye Engineering, LLC (CarterKaye) and the Town of Dundee (Client), CarterKaye is pleased to present this task order to the Client to perform professional engineering permitting assistance for the above-referenced project.

Scope of Services: Project Coordination to include but not limited to: Submit to the SWFWMD an Emergency Field Authorization for a 90-day maximum pumping program; coordination with your contractor for his scope of services to conduct the pumping; multiple site visits to review the pump installations, pond intake and discharge facilities. Coordination and recommendations to the Town on lake levels and pump progress; review of contractor pay requests. No design engineering is included in this proposal.

Fee Arrangement: The requested compensation for the above-described scope of services is estimated at **\$16,700**. We propose to work on an hourly plus costs basis, as work is assigned by the Town Manager based on the attached Schedule of Hourly Rates.

Research associated with our verification of inaccuracies or incompleteness of information provided by others is not a part of this Project. Any services performed by CarterKaye for this Project which are not specifically included in the above Scope of Services are Additional Services and will be billed in addition to the above-stated fixed fee in accordance with our attached Rates Schedule and Direct Expenses/Reimbursable Costs.

As an authorization for us to begin CarterKaye's services, please return an executed copy of this proposal. We sincerely appreciate the opportunity to assist you.

Sincerely,

Carter and Kaye Engineering, LLC



Kriss Y. Kaye, PE, CFM, Managing Member

ACCEPTED BY:

Town of Dundee

Ms. Tandra Davis, Town Manager

CARTER AND KAYE ENGINEERING, LLC

CURRENT HOURLY RATE SCHEDULE

1.	Principal Engineer - Expert Witness	\$260.00
2.	Principal Engineer - Attend Public Hearings	\$210.00
3.	Principal Engineer	\$195.00
4.	Principal Architect	\$250.00
5.	Staff Architect	\$180.00
6.	Registered Engineer – Expert Witness	\$195.00
7.	Registered Engineer	\$165.00
8.	Project Manager/Engineer V	\$120.00
9.	Project Manager/Engineer IV	\$115.00
10.	Project Manager/Engineer III	\$ 95.00
11.	Project Manager/Engineer II	\$ 90.00
12.	Project Manager/Engineer I	\$ 80.00
13.	Project Coordinator	\$ 80.00
14.	Administrative Assistant/Clerical	\$ 75.00
15.	Engineering Designer III	\$115.00
16.	Engineering Designer II	\$110.00
17.	Engineering Designer I	\$ 90.00

DIRECT EXPENSES

1.	24"x36" BW Bond Plans	\$ 2.00/printed side
2.	24"x36" Color Bond Plans	\$ 3.00/printed side or Actual Cost
3.	Letter Copy Machine	\$ 0.20/BW printed side
4.	Letter Copy Machine	\$ 1.50/Color printed side
5.	BW Plotter Prints/Plans	\$10.00/printed side
6.	Color Plotter Prints/Plans	\$15.00/printed side
7.	Shipping/FEDERAL EXPRESS/POSTAGE	Based on Weight/Actual Cost
8.	MILEAGE	\$ 0.585/mile (or IRS Rate)
9.	MYLAR	\$ 15.00/Sheet

All direct expenses such as application fees, printing and copy costs, long distance phone calls, or travel expenses shall be paid for by the owner. Any specialty professional service fees such as boundary/ topographical surveying, soil exploration, environmental, or traffic studies may be directly contracted by the CLIENT. If these type services are subcontracted through CarterKaye, a 15% surcharge may be applied and a retainer may be required.

One and one half (1-1/2%) percent interest per month will be applied to unpaid balances. Cost accrued as a result of collecting delinquent balances such as attorney fees will be paid by the clients.

In cases where overtime work is required by the client and performed by hourly paid employees, it will be billed at a rate of one and one-half (1 1/2) times the standard hourly rates. Overtime is time worked on the weekends and time worked between 5:30 pm to 7:30 am Monday through Thursday, and after 12 pm on Friday.

Hourly rates are in effect through December 31st. Rates will be revised annually effective January 1st.



TOWN COMMISSION MEETING

April 25, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** Discussion and Action, PSAR Calculations
- SUBJECT:** The Town Commission will consider the PSAR report from Chastain Skillman
- STAFF ANALYSIS:** Chastain Skillman has completed the PSAR report for the last couple years. This must be submitted to the SWFWMD to complete the mandatory reporting requirement.
- FISCAL IMPACT:** \$8,800.00
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Task Order – 2022 Public Supply Annual Report for Water Use Permit

TASK ORDER
to the Master Continuing Professional Consulting Agreement
for Engineering Services
Between the Town of Dundee, Florida and Chastain-Skillman, Inc.
Dated February 18, 2009 (“Agreement”) (CSI File No. 9323.00)
Related to
2022 Public Supply Annual Report for Water Use Permit 20 005893.012
CSI File No 9323.XX

I. INTRODUCTION

Upon binding execution by both parties, this Task Order becomes an attachment to and a permanent part of the Master Continuing Professional Consulting Agreement for Engineering Services between the Town of Dundee, Florida (Town) and Chastain-Skillman, Inc. (Consultant) dated February 18, 2009. The purpose of this Task Order is to define the specific services required of the Consultant regarding the project listed above. It further defines the amount and method(s) of compensation for such services.

As requested by the Town of Dundee, this proposal provides the scope of services to prepare and submit a Public Supply Annual Report (PSAR) for reporting year 2022 to satisfy Special Condition No. 12 of the current Water Use Permit (WUP). The PSAR will consist of Form LEG-R.103.00 (5/14) together with the required attachments.

II. SCOPE OF SERVICES

Upon authorization by the Town, the Consultant shall be responsible to provide the following services associated with the PSAR:

1. The Consultant will prepare a list of documentation required for completion of the PSAR and attachments including, but not limited to:
 - a. 2022 PSAR Part A (Form LEG-R.103.00 5/14)
 - b. All required attachments
2. The Consultant will prepare one response to the SWFWMD review questions or comments. Any additional responses, if required, will be invoiced on an hourly rate basis.

III. EXAMPLES OF SERVICES NOT INCLUDED:

1. Responses to more than one (1) SWFWMD review of the document.
2. Administrative hearings or commission meetings, if required.
3. Payment of submittal fees, if any.
4. Data collection for related services/information requiring any efforts beyond email requests from Town staff.



5. Any other services not expressly stated in the Scope-of-Services herein.

IV. ASSUMPTIONS:

The Scope-of-Services and Compensation arrangement outlined in this Agreement are based on the following assumptions:

1. The Town will furnish all information not available from SWFWMD's database.
2. It is assumed that the information provided by the Town and any third parties is accurate and can be relied upon by the Consultant.

V. PERIOD OF SERVICE

The services outlined in this Task Order will begin upon authorization from the Town. This task order is expected to be completed within 2 weeks from receipt of all required data.

VI. COMPENSATION

The services outlined in this Task Order shall be performed on fixed fee arrangement of \$8,800.

The Consultant shall submit monthly invoices for services rendered during the preceding month(s) with payment being due in accordance with the terms of the Continuing Master Agreement.



IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order to their Agreement, this _____ day of _____, 2023.

TOWN OF DUNDEE, FLORIDA

_____ Title: _____

Attest: _____
Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

CHASTAIN-SKILLMAN, INC.

By: Bryan M. Martin Date: 3/20/23
Bryan M. Martin, PE
Assistant Director of Water/Wastewater Engineering

Attest: Kathleen M. Smith



TOWN COMMISSION MEETING

April 25, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** Discussion, TTHM Consent Update
- SUBJECT:** TTHM Consent Update and Consumer Confidential Report (CCR)
- STAFF ANALYSIS:** The Town of Dundee has been under consent since 2018. Ms. Tracy Mercer, Special Projects Manager/Utilities Director will give us an update and explain the Consumer Confidential Report (CCR)
- FISCAL IMPACT:** No impact
- STAFF RECOMMENDATION:** No recommendation currently
- ATTACHMENTS:** Consumer Confidential Report

2022 Annual Drinking Water Quality Report for The Town of Dundee 6530485

This report will be delivered to customers and is also available at **202 East Main Street Dundee, FL, 33838** upon request.

We're very pleased to provide you with this year's Annual Drinking Water Quality Report. We want to keep you informed about the excellent water and services we have delivered to you over the past year and for you to understand the efforts we make to continually improve the water treatment process and protect our water resources. Our goal is and always has been, to provide to you a safe and dependable supply of drinking water. Our water source has 5 wells that draw water from the Floridian Aquifer. Before delivery to you, the water is aerated to improve taste and odor, analyzed, and disinfected with chlorine.

The Town of Dundee routinely monitors for possible contaminants in our drinking water, in accordance with Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2022. Data obtained before January 1, 2022, and presented in this report are from the most recent testing done in accordance with the laws, rules, and regulations. As water travels over the land or underground it can pick up substances or contaminants such as microbes, inorganic and organic chemicals, and radioactive substances. It also dissolves naturally-occurring minerals and, in some cases, can pick up substances resulting from the presence of animals or human activity. All drinking water, including bottled drinking water, may be reasonably expected to contain at least small amounts of some contaminants. It's important to remember that the presence of these contaminants does not necessarily pose a health risk. Some people may be more vulnerable to contaminants in drinking water than the general population. Immune-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbiological contaminants are available from the Safe Drinking Water Hotline (800)-426-4791.

In 2016 the Florida Department of Environmental Protection performed a Source Water Assessment on our system. The assessment was conducted to provide information about any potential sources of contamination in the vicinity of our wells. There are 5 potential sources of contamination identified for this system with a moderate susceptibility level. The assessment results are available on the FDEP Source Water Assessment and Protection Program website at www.dep.state.fl.us/swapp.

If you have any questions about this report, please contact Tracy Mercer, 863-438-8330. If you want to learn more about town activities, please attend any of our regularly scheduled Town Commission meetings held on the second and fourth Tuesday of each month. Town Hall is located at 202 East Main Street, Dundee, FL, 33838.

In the table below, you may find unfamiliar terms and abbreviations.

To help you better understand these terms we've provided the following definitions:

Maximum Contaminant Level or MCL: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal or MCLG: The level of a contaminant in drinking water below, which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Action Level (AL): The concentration of a contaminant, which, if exceeded, triggers treatment or other requirements that a water system must follow.

Locational Running Annual Average (LRAA): the average of sample analytical results for samples taken at a particular monitoring location during the previous four calendar quarters.

Initial Distribution System Evaluation (IDSE): An important part of the Stage 2 Disinfection Byproducts Rule (DBPR). The IDSE is a one-time study conducted by water systems to identify distribution system locations with high concentrations of trihalomethanes (THMs) and haloacetic acids (HAAs). Water systems will use results from the IDSE, in conjunction with their Stage 1 DBPR compliance monitoring data, to select compliance monitoring locations for the Stage 2 DBPR.

Maximum residual disinfectant level or MRDL: The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum residual disinfectant level goal or MRDLG: The level of a drinking water disinfectant below, which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Parts per billion (ppb) or Micrograms per liter (µg/l): one part by weight of analyte to 1 billion parts by weight of the water sample.

Parts per million (ppm) or Milligrams per liter (mg/l): one part by weight of analyte to 1 million parts by weight of the water sample.

2022 Annual Drinking Water Quality Report

Radioactive Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo/yr)	MCL Violation Y/N	Level Detected	Range of Results	MCLG	MCL	Likely Source of Contamination
Radium 226 + 228 or combined radium (pCi/L)	2/21	N	0.8	0.8 – 0.8	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected	Range of Results	MC LG	MCL	Likely Source of Contamination
Barium (ppm)	2/21	N	.025	.02 - .025	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	2/21	N	.107	.106 - .107	4	4.0	Erosion of natural deposits; discharge from fertilizer and aluminum factories. Water additive which promotes strong teeth when at optimum levels between 0.7 and 1.3 ppm
Nitrate (as Nitrogen) (ppm)	2/22	N	0.581	0 – 0.581	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	2/21	N	13.7	12.9 – 13.7	N/A	160	Salt water intrusion, leaching from soil
Cadmium (ppb)	2/21	N	.002	ND – .002	5	5	Corrosion of galvanized pipes; erosion of natural deposits; discharge from metal refineries; runoff from waste batteries and paints
Selenium (ppb)	2/21	N	.0016	ND – .0016	50	50	Discharge from petroleum and metal refineries; erosion of natural deposits; discharge from mines

Synthetic Organic Contaminants including Pesticides and Herbicides

Contaminant and Unit of Measurement	Dates of sampling (mo/yr)	MCL Violation Y/N	Level Detected	Range of Results	MCLG	MCL	Likely Source of Contamination
None Detected							

Stage 2 Disinfectants and Disinfection By-Products

For bromate, chloramines, or chlorine, the level detected is the the highest running annual average (RAA), computed quarterly, of monthly averages of all samples collected. **TTHMs and HAA5s:** Level detected is the highest LRAA detected in 2022 and the Range of Results is the 2022 results (lowest to highest) at the individual sampling sites.

Disinfectant or Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL or MRDL Violation Y/N	Level Detected	Range of Results	MCLG or MRDLG	MCL or MRDL	Likely Source of Contamination
Chlorine (ppm)	1/22 - 12/22	N	3.32	3.8 – .63	MRDLG = 4	MRDL = 4.0	Water additive used to control microbes
Haloacetic Acids (five) (HAA5) (ppb)	1/22 - 12/22	N	32.6 LRAA	39.8 – 12.1	NA	MCL = 60	By-product of drinking water disinfection
TTHM [Total trihalomethanes] (ppb)	1/22 -12/22	Y	91.4 LRAA	113.0 – 57.6	NA	MCL = 80	By-product of drinking water disinfection

Eight samples during 2022 (L1, L2 sample sites in) had a TTHM result of 113.0 ppb, and 57.6 ppb, which exceeds the MCL of 80 ppb. The system did not incur an MCL violation because the Annual Average Results were not above the MCL.

Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous systems, and may have an increased risk of getting cancer.

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Exceeded (Y/N)	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Lead and Copper							
Copper (ppm)	10/20	N	.089	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (ppb)	10/20	N	.004	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Some people may be more vulnerable to contaminants in drinking water than the general population. Immune-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbiological contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Town of Dundee is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>. The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- (A) *Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*
- (B) *Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*
- (C) *Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*
- (D) *Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can, also, come from gas stations, urban stormwater runoff, and septic systems.*
- (E) *Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Please DO NOT FLUSH your unused/unwanted medications down toilets or sink drains. For more information, please to <http://www.dep.state.fl.us/waste/categories/medications/pages/disposal.htm>.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.



TOWN COMMISSION MEETING

April 25, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** Discussion and Action, Veteran Memorial Park Location
- SUBJECT:** The Town Commission will consider locations for the Veteran’s Memorial Park
- STAFF ANALYSIS:** After the Commission approval of the VMP for our CDBG Grant, the staff was tasked with finding a new location. The staff took the recommendation of the residents and the following location will be considered for the new VMP.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval of the new locaiton.
- ATTACHMENTS:** VMP-124 Dundee Road Map location

124 Dundee Road, Dundee Florida 33838

Same as DSB, directly in front of the Post Office





TOWN COMMISSION MEETING

April 25, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** Discussion & Action, Lake Marie Playground Equipment
- SUBJECT:** The Town Commission will consider the purchase of playground equipment for Lake Marie Park.
- STAFF ANALYSIS:** Staff has been updating playground equipment throughout the Town’s parks. In 2022, staff upgraded Henderson Park and this year staff is working on Lake Marie Park. This upgrade will create a safe environment for residents of all ages to play and enjoy.
- FISCAL IMPACT:** \$7604.00
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Quote sheets

**TOWN OF DUNDEE
PRICE QUOTE SHEET**



DATE: 4/14/2023

DEPARTMENT: parks and recs

NAME OF PERSON SECURING THE QUOTE: John Vice

GENERAL DESCRIPTION OF ITEM: purchase playground equipment and add to lake maire playground

Vendor Selected:

VENDOR #1

COMPANY NAME: willygoat toys and playground

CONTACT NUMBER: 888-920-4628

NAME OF REPRESENTATIVE: Nesty (emailed)

PRICE: \$7604.00

SHIPPING: included in price

COMMENTS: items to up grade the playground area

Vendor Selected:

VENDOR #2

COMPANY NAME: custom playground equipment

CONTACT NUMBER: 800-242-0039

NAME OF REPRESENTATIVE: Isabel (emailed)

PRICE: \$12,963.69

SHIPPING: included in price

COMMENTS: items to up grade the playground area

Vendor Selected:

VENDOR #3

COMPANY NAME: Belson outdoors

CONTACT NUMBER: 800-323-5664

NAME OF REPRESENTATIVE: Erica (emailed)

PRICE: \$9179.16

SHIPPING: included in price

COMMENTS: items to up grade the playground area

DEPARTMENT DIRECTOR/SUPERVISOR: [Signature]

DATE: 4/14/2023

FINANCE DIRECTOR APPROVAL: [Signature]

DATE: 4/14/23

TOWN MANAGER APPROVAL: [Signature]

DATE: 4/14/23

ADDITIONAL COMMENTS: _____

SOLE SOURCE JUSTIFICATION: _____

Nesty

888-920-4628

Item 9.

Johnathon Vice

From: WillyGoat Toys & Playgrounds <fun@willygoat.com>
Sent: Thursday, April 6, 2023 4:16 AM
To: Johnathon Vice
Subject: WillyGoat Equipment Quote #D16087



QUOTE #D16087

WillyGoat Quote

Hi Johnathon,

Thanks for your interest in WillyGoat play equipment. Please see below for your quote and don't hesitate to contact us if you have any further questions!

Thanks and have a great rest of your week!

Best,
Nesty

Here is your quote. Orders paid with a credit card may be subject to a 3.5% credit card fee or void the discount we can offer. To keep the pricing below and be invoiced to pay via wire or check, please give us a call or reply to this email at fun@willygoat.com

Quote summary



Tea Cup Merry Go Round × 1
902-788

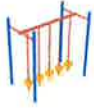
\$3,516.00



RockWell Teeter Duo In Ground Rider × 1

Neutral
PFB009N

\$754.00



Pebble Bridge (Single or Double Row) × 1


Single Row
PTC017

\$2,394.00

Playground Equipment Crating Fee × 1

Under 10 Feet

\$120.00

Discount  GOOD THROUGH 5-15-2023 **-\$100.00**

Subtotal **\$6,684.00**

Shipping **\$920.00**

Total **\$7,604.00 USD**

You saved \$100.00

To pay via wire or check, please [give us a call](tel:) or email us at fun@willygoat.com

[Visit our store](#)

Customer information

Shipping address

Johnathon Vice
Town of Dundee
1500 race road
dundee FL 33838
United States

Billing address

Johnathon Vice
Town Of Dundee
1500 Race Road
Dundee FL 33838
United States

Shipping method

Freight Shipping
\$920.00

Store information

Store address

WillyGoat LLC
PO Box 59278
Birmingham, AL 35259

Store info

Email: fun@willygoat.com
Phone: 888.920.4628

If you have any questions about your quote, reply to this email or contact us at fun@willygoat.com

All quotations expire after 30 days. Discounts are void after the good thru date has passed. This transaction may be subject to use taxes. The purchaser is responsible for complying with their state and local use tax requirements and may provide proof of tax exemption.

Isabel

800-242-0039

Item 9.

THIS IS YOUR REQUESTED QUOTE



10151 Deerwood Park Boulevard
Jacksonville, FL 32256
Phone: 800-242-0039
Fax: 866-929-7006
CustomPlaygroundEquipment.com

Quote Number: 2303754H

Quote Date: 03/31/2023



BILL TO

Town of Dundee
202 E Main street
Dundee, FL 33838

SHIP TO

Town of Dundee
1500 Race Road
Dundee, FL 33838

PRODUCT

UNIT PRICE QTY TOTAL

Overhead Spinner (Model #CLS-750)

Children fine tune their skills on this extra-challenging overhead playground spinner for commercial playgrounds! Heavy duty commercial construction.

NOTE: Spinner Color: _____, Post Color: _____



\$1,835.00 1 \$1,835.00

Merry Go Round Spinner - 6'

(Model #FPE-718)

Classic playground spinner, this 6 ft merry-go-round is powder-coated to protect against weathering. Use Zone: 18' dia

NOTE: Metal Color: _____



\$2,755.00 1 \$2,755.00

Classic Seesaw Teeter Totter

(Model #FPE-740)

Classic 2-Post Seesaw Fulcrum Playground Toy. Use Zone: 21' x 14'

NOTE: Metal Color: _____, Plastic Seats: YELLOW only



\$2,640.00 1 \$2,640.00

Adjustable Height Park Grill

(Model #PEG-4041)

Adjustable grill height makes it great for use in parks & recreation facilities. Available in inground or surface mount versions.



\$685.00 1 \$685.00

INSTALLATION: Installation is not included.

LEAD TIME: Current estimated manufacturing and delivery time: 10-15 weeks.

DELIVERY: Ships LCL, in multiple shipments. Delivery location must allow a tractor-trailer truck to easily maneuver and turn around. Additional fees will be assessed if freight company cannot access delivery area, must reattempt delivery, or if freight is not unloaded by customer within 30 minutes of delivery. Customer shall inventory and inspect all equipment for damage. Missing or damaged pieces must be reported within 72 hours of delivery.

MISC: Playground color preferences to be discussed after quote is signed. Safety surfacing is required but not requested.

SUBTOTAL

\$7,915.00

SALES TAX

\$0.00

SHIPPING

\$5,048.69

TOTAL

\$12,963.69

Item 9.

Point of Contact:

Johnathon Vice
863-514-6636
jvice@townofdundee.com

Your Rep:

Isabel Holloway
800-242-0039 ext. 414

Payment Terms:

All quoted items must be paid for in full prior to quote expiration to guarantee price.

Please Note:

Items listed are subject to availability. Prices valid for 30 days. Custom products may require 3-4 months for delivery.

Payment Methods:

We accept checks, bank transfers and wire transfers.

Installation:

Unless specifically quoted, prices do not include installation.

To place your order, simply sign this agreement below and fax it to 866-929-7006 or scan it and email it to Isabel@CustomPlaygroundEquipment.com

Print: _____ Sign: _____ Title: _____ Date: _____

This quote expires on Apr 30, 2023 at 5:00pm EDT. By signing above, I agree to purchase all of the items listed on this quote. I acknowledge that everything on this quote is accurate and agree to the terms/conditions at CustomPlaygroundEquipment.com/policies. I understand that writing on this document does not constitute an acceptable change.

Payment: I will send payment to Custom Playground Equipment, P.O. Box 350098, Palm Coast, FL 32135 no later than April 25, 2023 to ensure it arrives on time.

Interest & Venue: I agree to pay 1.5% interest per month on unpaid balances plus collection related fees. Jurisdiction and venue for any claims shall be Duval County, Florida.

Shipping & Delivery: Structures and custom items may take up to 16 weeks to arrive. Most other items ship in 7-14 business days. If lift gate is not quoted, I will unload freight and pay \$100 per hour if the unloading takes longer than 30 minutes. Any missing or damaged pieces must be reported within 72 hours of delivery to avoid replacement charges.

Returns & Cancellations: I agree to pay a 35% cancellation fee for any canceled or returned item or order. If the item(s) have already been shipped, I will pay for return shipping charges. An RMA number is required for any returns. Returns are non-refundable without an RMA number. Customized items and/or playground structures cannot be returned.

FL Sales Tax: Custom Playground Equipment is required to collect Florida sales tax for non-exempt organizations. If your organization is tax exempt, please provide a copy of your DR-13 or DR-14 to your sales representative. Once received, a new quote will be issued without sales tax.

THANK YOU!

Item 9.

Quote #
WQ 341072

Here is the Quote as per your request. The 'Shipping' total has been applied.
To place an order, simply click 'Submit Order Confirmation' below.
Please print this page for your records.
Customer Order Confirmation is **required** to process order.



627 Amersale Drive
Naperville, IL. 60563
sales@belson.com

Toll Free: 1-800-323-5664
Phone: 1-630-897-8489
Fax: 1-630-897-0573

QUOTE #
WQ 341072

Expires 4/28/2023

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
P620-3	14" x 20" Cooking Grate, Rotating Pedestal Grill With 3 1/2" O.D. Post, Black Powder-Coated Post And Head, In-ground Mount	59	1	\$342.00	\$342.00
PGC-STC	Tea Cup Spinner - Playground Play Component Choose Platform Color Choose Post/Metal Color	71	1	\$2,796.00	\$2,796.00
PGC-CCW-35	3.5" Climbing Wall - Playground Play Component Green Chain Orange Post	259	1	\$2,326.00	\$2,326.00
PGC-2TC2	Classic Teeter II, 2 Seat - Playground Play Component Choose Teeter Color Choose Post/Seats Color	115	1	\$2,122.00	\$2,122.00

Subtotal	504	Subtotal	\$7,586.00
		<input checked="" type="checkbox"/> 7.0000% Tax	\$642.54
		Shipping	\$1,593.16
		Grand Total	\$9,821.70

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

Bill To:

Ship To:

~~642.54~~
\$ 9179.16

First/Last Name	Johnathon Vice	Ship To	Town OF Dundee
Company	Town OF Dundee	Address 1	1500 race road
Address 1	202 east main street	Address 2	
Address 2		City	dundee
City	dundee	State	FL
State	FL	Zip Code	33838
Zip Code	33838	Country	USA
Country	USA	Phone	863-514-6636
Phone	863-514-6636	Contact	Johnathon Vice
Fax		Email	jvice@townofdundee.com
Email	jvice@townofdundee.com		

Additional Delivery Services

- Phone Call 24 Hours Prior to Delivery
- Delivery to Residential or Non-Commercial Truck Route Addresses



TOWN COMMISSION MEETING

April 25, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** Discussion & Action, Virtual Class
- SUBJECT:** Vice Mayor Mary Richardson wishes to attend a virtual class.
- STAFF ANALYSIS:** Vice Mayor Mary Richardson wishes to attend a virtual class. The FLC is launching a virtual Advocacy Academy to help city officials understand the legislative process and lean strategies to become strong, effective advocates. This academy had five lessons.
- FISCAL IMPACT:** \$99.00
- STAFF RECOMMENDATION:** At the will of the commission
- ATTACHMENTS:** Promo Flyer for Advocacy Academy

Limited Item 10.
introductory
rate of only
\$99!

JOIN US FOR THE NEW ADVOCACY ACADEMY!



The Florida League of Cities (FLC) is launching a virtual Advocacy Academy to help city officials understand the legislative process and learn strategies to become strong, effective advocates. The Advocacy Academy will include five lessons:

- LESSON 1 – Introduction.** Explore an overview of the legislative process and learn about the importance of advocacy, including local decision-making 101, Home Rule history and FLC’s member-driven process.
- LESSON 2 – Studies.** Discover compelling examples of grassroots advocacy efforts, including short-term rentals and regulation of smoking in public areas.
- LESSON 3 – Why is Advocacy Important for Cities?** Hear from FLC President Jolien Caraballo, Vice Mayor for the City of Port St. Lucie, on the importance of relationship-building and finding common grounds.
- LESSON 4 – Localize It: Telling Your Story.** Learn how to communicate about specific legislative issues, armoring steps/First Order Values and the “Ask” scale.
- LESSON 5 – Advocacy Tools and Resources.** Access legislative tools and resources to stay connected and informed.

The lessons in the Advocacy Academy are designed to help city officials advocate for their cities’ unique needs and help ensure local voices are making local choices in Florida.