



TOWN COMMISSION MEETING AGENDA

December 09, 2025 at 6:30 PM

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

LETTER OF CIVILITY

1. APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR DECEMBER 9, 2025

A. MINUTES

November 18, 2025, Town Commission Meeting

2. APPROVAL OF AGENDA

NEW BUSINESS

3. DISCUSSION & ACTION, ORDINANCE 25-05 ESTES/ESPERANZA PETITION FOR ANNEXATION-FIRST READING

4. DISCUSSION & ACTION, ORDINANCE 25-07 LEGISLATIVE MILESTONE INSPECTION(S)

5. DISCUSSION & ACTION, ORDINANCE 25-08, CERTIFIED RECOVERY RESIDENCE(S)

6. DISCUSSION & ACTION, ORDINANCE 25-09 POTABLE WATER ERC(S)

- 7. DISCUSSION & ACTION, RESOLUTION 25-43 WOODLAND RANCH ESTATES PHASE ONE - CONVEYANCES**
- 8. DISCUSSION & ACTION, RESOLUTION 25-45 AUTHORIZING TOWN MANAGER KEN CASSEL AS ACCOUNT SIGNATORY**
- 9. DISCUSSION & ACTION, RFP 25-05, ROAD PAVING OF CAMP ENDEAVOR BLVD. & LINCOLN AVE.**
- 10. DISCUSSION & ACTION, HIGHLANDS SPLASH PARK PHASE 1 & 2 WARRANTY**

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

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 of Dundee

TOWN CLERK

Item 1.

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

Dear Town of Dundee Resident:

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

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

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

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

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

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

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

Thank you once again for joining us!

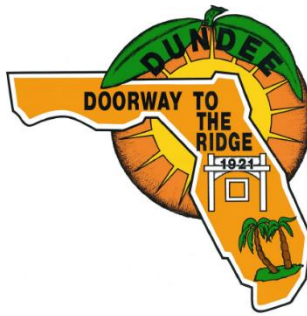
Warm regards,

Mayor Sam Pennant



Meeting Agenda Coversheet

MEETING DATE:		December 9, 2025		Submitted By: Erica Anderson, Town Clerk	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Approval of the consent agenda			
STAFF RECOMMENDATION: (MOTION READY)		Staff recommends approval of the 11.18.2025 TC meeting minutes			
SUMMARY and/or JUSTIFICATION:		The Town Commission will consider the items for approval as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER: X	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		November 18, 2025, Town Commission Meeting Minutes			
SELECT, if applicable		RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>		N/A			
FISCAL IMPACT (if any):		There is no budgetary impact as a result of this item			\$0.00



TOWN COMMISSION MEETING MINUTES

November 18, 2025, at 6:30 PM

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

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

CALL TO ORDER at 6:30 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION led by Mayor Pennant

RECOGNITION OF SERGEANT AT ARMS Sergeant Frese

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

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Commissioner Goddard

Commissioner Wilson

Commissioner Richardson

Vice-Mayor Quarles

Mayor Pennant

LETTER OF CIVILITY – Presented

1. APPROVAL OF AGENDA

The following changes were made to the agenda.

Item #4 Ordinance 25-05 Estes Esperanza Voluntary Annexation was removed from the agenda.

Item #5 Water and Wastewater study presentation was removed from the agenda

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

Commissioner Wilson moved to approve the agenda with changes, seconded by Commissioner Richardson.

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

2. APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR NOVEMBER 18, 2025

The minutes being reviewed include minutes from the following meetings:

A. Minutes October 28, 2025, Town Commission Meeting

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

Commissioner Goddard moved to approve the minutes from the October 28, 2025, commission meeting, seconded by Commissioner Wilson.

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

PUBLIC HEARING

3. DISCUSSION & ACTION, ORDINANCE 25-03 MUNICIPAL ELECTION DATE CHANGE 2ND READING

The Polk County Supervisor of Elections has proposed and/or offered the opportunity for all municipal elections within Polk County, Florida, to be held on the first Tuesday after the first Monday in November of odd-numbered years. The Town Commission has determined that it desires the Supervisor of Elections to handle all of its elections and has further determined that its elections can conveniently be held in November of every odd-numbered year, which allows the Town to potentially conserve costs and encourages a larger voter turnout. The Town of Dundee is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution.

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

Joe Garrison, Mervin Raggs, Sam Romain, Scott Caplan, Glen Lawhorn, and Rafael Jaramillo spoke in opposition of Ordinance 25-03.

Alethea Pugh, Bernard Hammond spoke in support of Ordinance 25-03

Commissioner Goddard moved to withdraw Ordinance 25-03, seconded by Mayor Pennant.

Commissioner Wilson stated that she believes the matter to be politically motivated, and she would be voting in opposition.

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

Voting Nay: Commissioner Wilson

The motion passed 4-1.

NEW BUSINESS

4. DISCUSSION & ACTION, TOWN COMMISSION MEETING SCHEDULE

Town Manager Cassel presented this item to the commission and read the analysis.

The Town Commission currently holds two regular meetings per month. Over the past year, staff workload, project requirements, and the volume of agenda items have been reviewed to determine whether the current meeting

structure remains the most efficient model for the Town. Several Florida municipalities of similar size operate with one meeting per month, supplementing as needed with special meetings or workshops.

Mayor Pennant opened the floor for public comment. The following persons addressed the commission.

Alethea Pugh, Phyllis Brooks, and Merissa Green.

A motion to approve the new Town Commission Meeting Schedule from 2 meetings to 1 meeting per month was made by Vice Mayor Quarles, seconded by Commissioner Richardson.

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

The motion passed unanimously.

5. DISCUSSION & ACTION, WOMEN'S SELF-DEFENSE CLASS HOSTED BY COMMISSIONER RICHARDSON

Commissioner Richardson presented this item before the commission.

Commissioner Mary Richardson, in partnership with the Polk County Sheriff's Office (PCSO), will be hosting a Women's Self-Defense Class to provide personal safety training and empowerment resources for women in the community.

This event supports the Town's goals of promoting public safety, building community relationships, and offering meaningful engagement opportunities for residents.

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

A motion of support for the Women's Self-Defense Class was made by Commissioner Goddard, seconded by Commissioner Wilson.

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

The motion passed unanimously.

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

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

Julia Hunt, Archie Sapp, Rodney Cannon, Alethea Pugh, Jacki Nichols.

Mayor Pennant closed the floor for public comments.

REPORTS FROM OFFICERS

Polk County Sheriff's Office – for October 2025.

- 218 total calls for service
- 240 traffic stops
- 23 total arrests

- 2115 community contacts

Sgt. Frese gave an update for the Turkey giveaway on Saturday, November 22, 2025, at the “Church on the Hill”, only one (1) turkey per vehicle, not per person.

Dundee Fire Department – Year to date 1014 calls for service

- 55 medical
- 4 special circumstances
- 13 good intents
- 3 false alarms
- 5 public assists
- 1 hazardous condition

Town Attorney – No report

Town Manager – Town Manager Cassel provided the following updates.

- Town offices & Public Library will be closed on Thursday 11/27, Friday 11/28 & Saturday 11/29 for the Thanksgiving holiday.
- The first Coffee with the Town Manager will be on Tuesday, December 2nd, from 6 pm to 8 pm in the Town Hall Commission Chambers.
- Christmas Tree Lighting is Friday, December 5th, at 6 PM, at the Community Center.
- December Commission Meeting will be held on Tuesday, December 9th.
- Ridge League of Cities Dinner will be held on Thursday, December 11th in Auburndale. The Town Clerk will be sending out invitations.
- Haines City Centennial Gala will be held Friday, 12/19. Individual tickets are \$100.00 each. RSVPs are due by December 5th. Please let Town Clerk Erica know if you are interested in attending.

He went on to state he would be meeting with Ms. Merissa Green in the future.

Commissioners

Vice Mayor Quarles – No comments

Commissioner Goddard - thanked the public for coming out and voicing their opinions. He said the commission made a good decision. He went on to thank the staff and the commission.

Commissioner Wilson - I am grateful to see everyone here this evening. While some may express their personal opinions—and everyone has the right and opportunity to do so—I am pleased to see both the Commission and the community finding common ground. Ultimately, we must all work together and make decisions that are in the best interest of the Town. It will take our collective commitment and collaboration to move Dundee forward and achieve the progress we all want to see.

Commissioner Richardson – She stated that difficult decisions must be made, and those decisions are not always easy. She noted that she serves in her position because she believes in fairness and that everyone should be treated equitably. She expressed that her passion for public service comes from her commitment to people and her desire to serve the community, and she looks forward to continuing that service over the next four years.

She further stated that she values her relationship with the community and, although there may be times when opinions differ, she believes it is possible to agree to disagree. She added that her legacy will be defined by doing what she believes is right for the Town. She concluded by stating that the Town will continue moving forward and doing what is in its best interest. She thanked the public for attending and expressed her appreciation to staff for

their hard work. Lastly, she thanked the commission for supporting the Women's Self Defense Class, acknowledged the pastor for being in attendance, and the Town Attorney, John Murphy.

Mayor

Mayor Pennant stated that although the evening had been challenging, much of the concern stemmed from a misunderstanding. He clarified the intent of the Commission, noting that their actions and motivations were significantly different from the perception that they were attempting to extend their terms. He stated that had the Commission not addressed the matter at this meeting, the same concerns likely would have arisen in the coming year or the year after.

He went on to say that, in the interest of transparency and to ensure that the public felt confident that the Commission was acting appropriately, is why the Commission chose the approach taken this evening. He emphasized that this decision should not be interpreted as an admission of wrongdoing, but rather as an effort to take an alternative path to maintain public trust.

He thanked the attendees for coming out and for sharing their input, and stated that their participation contributed to a productive meeting.

ADJOURNMENT at 8:40 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

PUBLIC NOTICE: Please be advised that if you desire to appeal 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)

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Meeting Agenda Coversheet

MEETING DATE:		December 9, 2025		Submitted By: Lorraine Peterson, Planning & Zoning	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Estes/Esperanza Petition for Annexation-First Reading			
STAFF RECOMMENDATION: (MOTION READY)		State the motion here: A motion to approve the 1 st reading for Estes/ Esperanza Petition for Annexation/Ordinance 25-05			
SUMMARY and/or JUSTIFICATION:		<p>This item was introduced by Heather E. Wertz of Absolute Engineering, Inc. Ordinance 25-05 extends the corporate limits of the Town of Dundee, Florida, to include parcel number 27-29-01-000000-012000 consisting of 40+/- acres which lies contiguous and adjacent to the present boundaries of the Town. The parcel in this petition for annexation is part of the Estes/Esperanza subdivision which is 638.76+/- acres</p> <p>Approval of this annexation preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the Town of Dundee 2030 Comprehensive Plan policies, goals, and objectives.</p>			
SELECT, if applicable		AGREEMENT: Attached		BUDGET:	
		STAFF REPORT: Attached		PROCLAMATION:	
		EXHIBIT(S): Attached		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Staff Report Ordinance 25-05 with Exhibit A- Special Warranty Deed, Business Impact Estimate, Water Supply Allocation Agreement, and Concurrency Developer's Agreement			
SELECT, if applicable		RESOLUTION: N/A		ORDINANCE: 25-05	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>		Ordinance 25-05/ Estes/Esperanza Petition for Annexation			
FISCAL IMPACT (if any):		No fiscal impact			\$0.00

Space for Recording

ORDINANCE NO. 25-05

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

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

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

WHEREAS, on or about August 25, 2025, pursuant to Section 171.044, Florida Statutes (2024), the owner/applicant, GLK Real Estate, LLC, an active and authorized to transact business in the State of Florida, submitted an applicant-initiated petition (the "Petition") to voluntarily integrate territory into the corporate limits of the Town of Dundee, Florida; and

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

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

WHEREAS, on January 13, 2026, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town Commission voted to approve the applicant-initiated request for voluntary annexation as set forth in this **Ordinance No. 25-05**; and

WHEREAS, on January 13, 2026, the Town Commission, at a duly notice public meeting, found that the approval of this **Ordinance No. 25-05** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the *Town of Dundee 2030 Comprehensive Plan* policies, goals, and objectives; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Ordinance No. 25-05** is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; and this **Ordinance No. 25-05** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals.

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

Section 2. Voluntary Annexation Petition.

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

Section 3. Annexation.

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Administrative Correction of Scrivener’s Errors and Codification.

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

Pursuant to Section 171.044, Florida Statutes (2024), within seven (7) days after this **Ordinance No. 25-05** is passed and adopted by the Town Commission, copies of this **Ordinance No. 25-05** shall be filed with the Clerk of the Circuit Court in and for Polk County, Florida; Polk County, a pollical subdivision organized and existing under the laws of the State of Florida; and the Department of State. The City Clerk shall also make copies available to the public for a reasonable publication charge.

Section 7. Business Impact Estimate.

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

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

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

In this instance, **Ordinance No. 25-05** arises out of an *applicant-initiated* request for voluntary annexation of certain real property into the corporate limits of the Town of Dundee, Florida. **Ordinance No. 25-05** is an official action of the Town Commission which enables the Town to issue development approval(s) and permit(s) for the development of the subject real property; and, at the same time, **Ordinance No. 25-05** operates to amend the legal description for the Town's corporate limits and Future Land

Use Map (FLUM) element of the Town of Dundee 2030 Comprehensive Plan. As such, pursuant to applicable Florida law, this **Ordinance No. 25-05** is exempt and does not require a business impact estimate.

Section 8. Effective Date.

This **Ordinance No. 25-05** shall become effective upon passage by the Town Commission of the Town of Dundee, Florida, immediately following second reading and adoption public hearing.

INTRODUCED AND PASSED, on First Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 09th day of December, 2025.

PASSED AND DULY ADOPTED, on Second Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 13th day of January, 2026.

TOWN OF DUNDEE

MAYOR – Sam Pennant

Attest:

TOWN CLERK – Erica Anderson

Approved as to Form:

TOWN ATTORNEY – Frederick J. Murphy, Jr.

**Ordinance No. 25-05
Exhibit "A"**

Applicant-Initiated Annexation Petition



Town of Dundee

v 202 E Main Street v PO Box 1000 v Dundee, Florida 33838 v (863) 438-8330 v Fax (863) 438-8338

Petition for Annexation

Applicant

The following information is required for submission of an application to annex into the Town limits of Dundee, Florida. **Please print or type the required information below. Attach three copies of the current survey of subject property certified to the Town of Dundee along with an aerial photograph and location map**

Name of Property Owner: GLK Real Estate, LLC
 Mailing Address: 346 E. Central Ave.; Winter Haven, FL 33880 Phone: (863) 324-3698
 Name of Representative, if applicable: Heather E. Wertz - Absolute Engineering, Inc.
 Mailing Address: 1000 N. Ashley Dr., Suite 925; Tampa, FL 33602 Phone: (813) 221-1521
 Reason for Request: To promote residential growth

Property Identification

Property Address or General Location: S of Canal Road & W of Spindle Dr - Polk County
 Present Use of the Property: Pasture and Citrus Groves
 Existing Structures Located on the Site: None
 Total Acreage: 40.03 Number of Residents on Site: -0-
 Assessed Property Value: _____ Taxable Value: _____
 Legal Description of the Property: See attached
 Section: _____ Township: _____ Range: _____
 Subdivision: Esperanza (Estes Group)
 Parcel I.D.#: 272901-000000-012000

Planning and Zoning Information

Present County Future Land Use Designation: Unincorporated Polk County
 Requested City Zoning Classification: RSF-3
 Requested City Future Land Use Designation: LDR

Note: Unless specific land use and zoning designations are requested, the Town will assign designations which most closely conform with the actual use of the property or with designations of surrounding properties. An application fee will be assessed only on requests for land use and zoning changes which result in an increase in land use or zoning intensity over that allowed under the County designations. (You will need to fill out separate applications for land use/zoning requests.)

Date Received: _____ Received By: _____
 Fee Paid: _____ File Number: _____

Town of Dundee

Annexation Application


page 2

OWNER'S SIGNATURE PAGE

(I) (We), GLK Real Estate, 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
 Lauren Schwenk
 Printed Name of Owner

 Signature of Owner
 Printed Name of Owner

 Signature of Owner
 Printed Name of Owner

 Signature of Owner
 Printed Name of Owner

STATE OF FLORIDA
 COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 20th day of August, 2025 by Heather E. Wertz, 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
 Notarial Seal and Commission
 Expiration Date

Town of DundeeAnnexation Application


page 3

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

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

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

AGENT, LESSEE, OR BUYER(S)


 Signature of Agent, Lessee, or Buyer(s)
Heather E. Wertz, as agent
 Printed Name of Agent, Lessee, or Buyer(s)

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

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

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

STATE OF FLORIDA
 COUNTY OF POLK

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

The foregoing instrument was acknowledged before me this 20th day of August,
 2025, by Heather E. Wertz, 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
 Notarial Seal and Commission
 Expiration Date

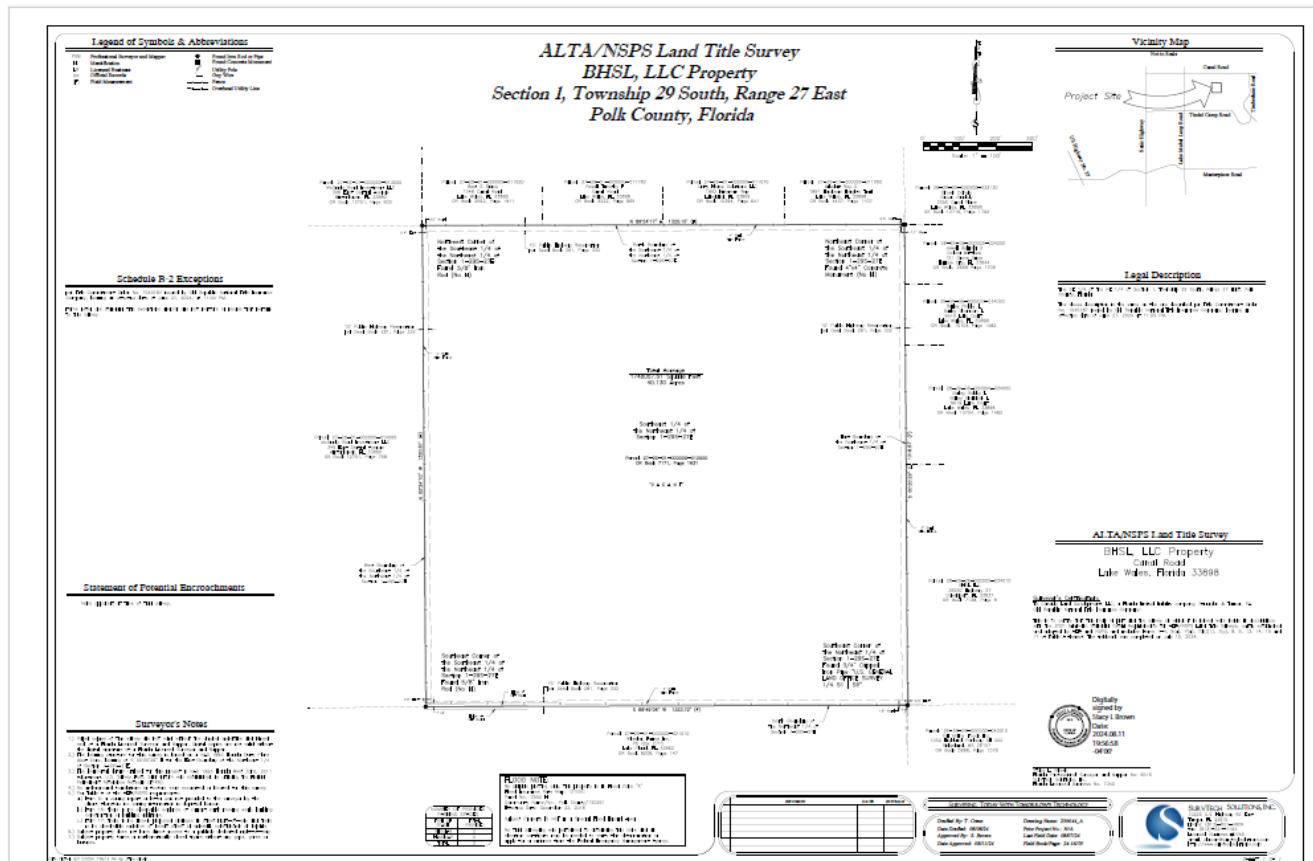
Ordinance No. 25-05 Exhibit "D" Legal Description and Survey

Estes Group – Town of Dundee

Legal Descriptions

Parcel Number: 272901-000000-012000 (Per Book 07171, Pages 1631-1632):

The SE 1/4 of the NE 1/4 of Section 1, Township 29 South, Range 27 East Polk County.



**Ordinance No. 25-05
Exhibit "D"
Location Map**

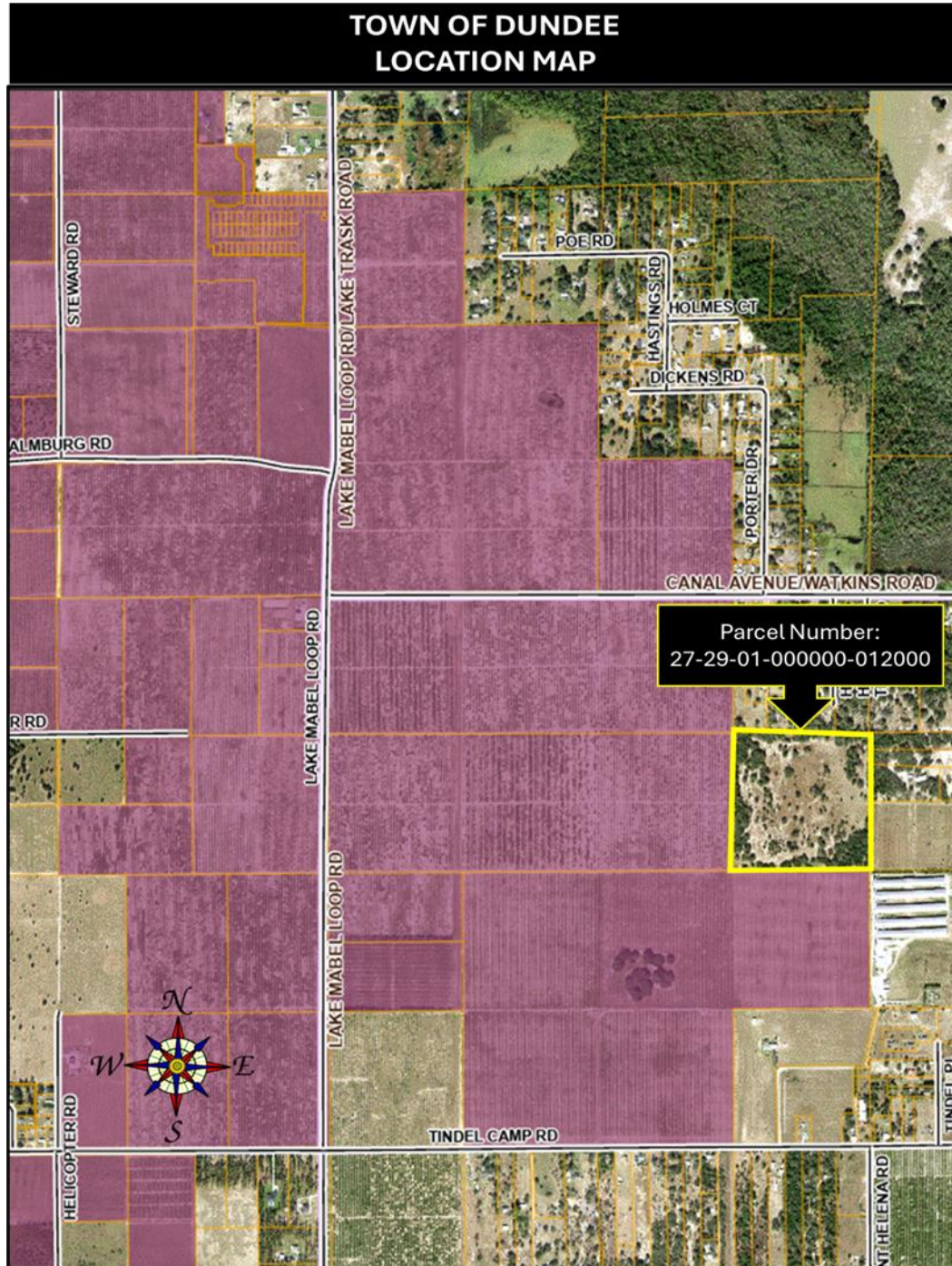


EXHIBIT A

INSTR # 2021082424
BK 11647 Pgs 1579-1580 PG(s)2
04/01/2021 01:03:31 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 3,150.00

Item 1.

Prepared by and return to:
David G. Fisher
Peterson & Myers, P.A.
242 W. Central Ave.
Winter Haven, FL 33880

File Number: **LMHG1H-5**
Property Appraiser's ID #: **272835-000000-023010**

[Space Above This Line For Recording Data]

Special Warranty Deed

This Deed is made this 29th day of March, 2021, between L. M. Hollister Groves, Inc., a Florida corporation, whose post office address is PO Box 1112, Winter Haven, FL 33882-1112 ("Grantor"), and Cassidy Holdings, LLC, a Florida limited liability company whose post office address is 346 E. Central Ave., Winter Haven, FL 33880 ("Grantee").
**Grantor and "Grantee" are used for singular and plural, as context requires.

Witnesseth: Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations paid or given to Grantor by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Polk County, Florida, to-wit:

The NW 1/4 of the SE 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida, LESS maintained right-of-way, and LESS:

Commence at the NE corner of the NW 1/4 of the SE 1/4 of Section 35, Township 28 South, Range 27 East, and thence run West along the North line of said NW 1/4 of the SE 1/4 a distance of 71.5 feet, thence run South a distance of 1285 feet to the South line of said NW 1/4 of the SE 1/4 to a point which is 65.5 feet West of the SE corner of the said NW 1/4 of the SE 1/4, thence run East 65.5 feet and thence run North along the East line of said NW 1/4 of the SE 1/4 a distance of 1284.95 feet to the point of beginning.

Subject to: (a) all restrictions, reservations and easements of record, if any, which are not reimposed by this deed; and (b) taxes and assessments for the year 2021 and subsequent years.

Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining; to have and to hold the same in fee simple forever.

Grantor hereby covenants with Grantee that the above described land is free from all liens, mortgages and other encumbrances made by Grantor, except as stated above, and Grantor is lawfully seized of said land in fee simple, and Grantor has the right and lawful authority to sell and convey said land to Grantee. Grantor hereby fully warrants the title to said land for any acts of Grantor and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other, except as set forth above.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal as of the day and year first above written.

*****Signatures on Following Page*****

Signed, sealed and delivered in our presence:

David G. Fisher
Witness #1 - David G. Fisher

L. M. Hollister Groves, Inc., a Florida corporation

By: Steve Hollister
Steve Hollister, its President

Jennifer Beaudua
Witness #2 - Jennifer Beaudua

State of Florida
County of Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of March, 2021 by Steve Hollister, as President of L. M. Hollister Groves, Inc., a Florida corporation, on behalf of said firm. He ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Stamp]

Jennifer Beaudua
Notary Public, State of Florida
My Comm. Expires March 02, 2023
Commission No. GG302767

Jennifer Beaudua
Notary Public, State of Florida

Printed Name: Jennifer Beaudua

My Commission Expires: March 2, 2023

INSTR # 2023156074
 BK 12751 Pgs 0796-0797 PG(s)2
 07/05/2023 02:39:37 PM
 STACY M. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 RECORDING FEES 18.50
 DEED DOC 36,955.80

Prepared by and return to:

Mark Mangen
 Attorney at Law
 STRAUGHN & TURNER, P.A.
 255 Magnolia Ave SW
 Winter Haven, FL 33880-2902
 863-293-1184
 File Number: 11629-0204
 Will Call No.:

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 30th day of June, 2023 between **JOHNSTON PROPERTIES, INC.,** a Florida corporation whose post office address is **PO Box 33577, Raleigh, NC 27636**, grantor, and **MCGRADY ROAD INVESTMENT, LLC**, a Florida limited liability company whose post office address is **346 E. Central Avenue, Winter Haven, FL 33880**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Polk County, Florida, to-wit:

Parcel 1:

The South 331 feet of the NE 1/4 of the NE 1/4 of the NE 1/4 of Section 2, Township 29 South, Range 27 East, Polk County, Florida.

Less and except maintained right of way of Lake Mabel Loop Road.

Parcel 2:

SE 1/4 of the NE 1/4 of the NE 1/4, Section 2, Township 29 South, Range 27 East, Polk County, Florida.

Less and except maintained right of way of Lake Mabel Loop Road.

Parcel 3:

Begin at a point 6 feet East of the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida, run thence Southeasterly in a straight line 1383.8 feet to a point which is 89.6 feet South and 30 feet East of the Southeast corner of said Northeast 1/4 of Southeast 1/4, run thence Northwesterly in a straight line 719 feet to a point which is 16 feet South and 22 feet West of the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of Southeast 1/4 of said Section, run thence Northerly in a straight line 1346.8 feet to a point which is 42 feet North and 42 feet West of the Northwest corner of the Northeast 1/4 of Northeast 1/4 of Southeast 1/4 of said Section, run thence Southeasterly in a straight line 718 feet to the Point of Beginning.

Less and except maintained right of way of Lake Mabel Loop Road.

Further, less and except maintained right of way of Almburg Road.

Parcel 4:

SW 1/4 of Section 36, Township 28 South, Range 27 East, Polk County, Florida.

Less and except maintained right of way of Lake Mabel Loop Road.

Further, less and except maintained right of way of Canal Road.

Parcel Identification Number: 272836-000000-040000; 272835-000000-021010; 272902-000000-011010; AND 272902-000000011040

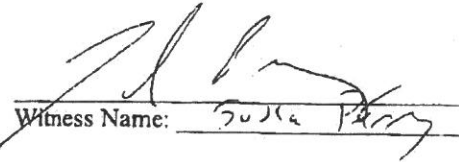
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

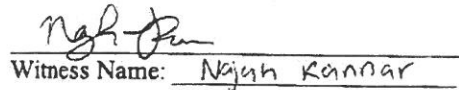
Signed, sealed and delivered in our presence:


Witness Name: Julie Perry

JOHNSTON PROPERTIES, INC., a Florida corporation

By: 
Gilbert E. Johnston, III, President

(Corporate Seal)

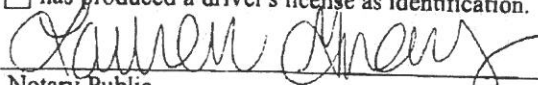

Witness Name: Najih Kannaar

State of Florida
County of Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of June, 2023 by Gilbert E. Johnston, III, President of JOHNSTON PROPERTIES, INC., a Florida corporation, on behalf of the corporation. He ☐ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]

LAUREN E GRAY
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 26, 2027


Notary Public

Printed Name: Lauren Gray

My Commission Expires: 04/26/27

INSTR # 2007032025
BK 07171 PGS 1631-1632 PG(s) 2
RECORDED 02/12/2007 03:36:55 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
DEED DOC 0.70
RECORDING FEES 18.50
RECORDED BY L Withem

Item 1.

RE This document prepared by:
Thomas B. Putnam, Jr., Esquire
PETERSON & MYERS, P.A.
141 5th Street, N.W.
Post Office Drawer 7608
Winter Haven, FL 33883-7608

Property Appraiser's Parcel I.D.
Number: 272901-000000-012000

WARRANTY DEED

The Grantors, **MARC P. MALPELI**, also known as Mark P. Malpeli, and **JOHN C. WEBB**, in consideration of the sum of Ten Dollars and other valuable considerations received from the Grantee, hereby grant and convey to the Grantee, **BHSL, LLC**, a Florida limited liability company, whose mailing address is 36345 U.S. Highway 27, Haines City, Florida 33844, the real property located in Polk, Florida, described as follows ("Property"):

The SE-1/4 of the NE-1/4 of Section 1, Township 29 South, Range 27 East, Polk County, Florida.

SUBJECT TO easements, covenants and restrictions of record, if any, and real property taxes for the current year.

The Property is vacant land and does not constitute the homestead of either Grantor.

This conveyance is in compliance with State of Florida Department of Revenue Technical Assistance Advisement No. 03B4-008 and is subject only to minimum documentary stamp taxes.

The Grantors covenant that the Property is free of all encumbrances, except as stated above, and good right to convey the Property is vested in the Grantors. The Grantors hereby warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

DATED as of the 1ST day of February, 2007.

Signed in the presence of:

Deborah K. Cross

Witness:
Deborah K. Cross

Print or Type Name of Witness

Thomas B. Putnam Jr.

Witness:
THOMAS B. PUTNAM JR.

Print or Type Name of Witness

Marc P. Malpeli

MARC P. MALPELI

Address of Grantor:

36345 U.S. Highway 27
Haines City, FL 33844

This document prepared from unverified information. No examination of title was made and no responsibility is assumed for title or description problems.

Witness:

Thomas B. Putnam, Jr.

Print or Type Name of Witness

Witness:

Jackie S. Hoverkamp

Print or Type Name of Witness

JOHN C. WEBB

Address of Grantor:

242 McLean Point Court
Winter Haven, FL 33884STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 1ST day of February, 2007, by
MARC P. MALPELI, who [☒] is personally known to me or [☐] produced
 _____ as identification.



Thomas B. Putnam, Jr.
 Commission # DD475094
 Expires September 22, 2009
 Bonded Tray Firm - Insurance, Inc. 800-305-7019

NOTARY PUBLIC

My Commission Expires:

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 6th day of February, 2007, by
JOHN C. WEBB, who [☒] is personally known to me or [☐] produced
 _____ as identification.

(SEAL)

NOTARY PUBLIC

My Commission Expires:



Jackie S. Hoverkamp
 Commission # DD367891
 Expires November 19, 2008
 Bonded Tray Firm - Insurance, Inc. 800-305-7019

H:\HOME\JSH\malpel\BHS\LD.DOC

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

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

SPACE FOR RECORDING:

CONCURRENCY DEVELOPER'S AGREEMENT

THIS CONCURRENCY DEVELOPER'S AGREEMENT (hereafter the "Agreement") is made this **18th day of November, 2025**, by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the "Town"), and **CASSIDY HOLDINGS, LLC**, an active Florida limited liability company, **MCGRADY ROAD INVESTMENT, LLC**, an active Florida limited liability company and **BHSL, LLC**, an active Florida limited liability company (hereafter collectively referred to as the "Developer").

FACTUAL RECITALS

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

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

WHEREAS, the Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number(s): **272835-000000-023010, 272836-000000-040000, 272835-000000-021010, 272902-000000-011040, 272902-000000-011010, 272836-000000-034000, 272902-000000-012000, 272901-000000-014000, 272836-000000-024000, 272901-000000-013000, 272902-000000-011020 and 272901-000000-012000** which totals approximately 635.06 +/- acres (the "Property"); and

WHEREAS, Developer was conveyed fee simple title to the Property by virtue of that certain Special Warranty Deed dated March 29, 2021, and recorded in Official Records Book 11647, Page(s) 1579-1580, public records of Polk County, Florida, Special Warranty Deed dated June 3, 2023, and recorded in Official Records Book 12751, Page(s) 796-797, public records of Polk County, Florida and Warranty Deed dated February 1, 2007, and recorded in Official Records Book 7171, Page(s) 1631-1632, public records of Polk County, Florida (hereafter collectively referred to as the "Developer Deeds"); and

WHEREAS, copies of the Developer Deeds and entity details are attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

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

WHEREAS, the *Esperanza Subdivision* development (the “Development”) which is located within the municipal boundaries of the Town is proposed to be developed on the Property; and

WHEREAS, prior to May 20, 2025, the Public Supply Water Use Permit for the Town (the “Town WUP”), Water Use Permit No. 20005893.012, authorized the withdrawal of 917,500 gallons per day; and

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

WHEREAS, on September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Ordinance No. 24-09* (the “Moratorium”) establishing a moratorium on and/or for the acceptance and processing of applications for annexations, rezonings, residential site plan(s), residential subdivision plat(s), building permits, construction plan(s), planned developments, master planned communities, development order(s) and development permit(s), amongst others; and

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

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

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

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

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

WHEREAS, the Developer acknowledges, affirms, and agrees that the Town is not able to provide allocable water capacity for the Development; and

WHEREAS, Town acknowledges and agrees that the Developer is the fee simple owner of certain agricultural well(s) (the “Wells”); and

WHEREAS, the Wells have been issued water use permit(s) granted by the Southwest Florida Water Management District (“SWFWMD”), Water Use Permit Nos. 20001883.006, 20002501.008, 20002503.007, 20002504.004 and 20002814.005 (collectively referred to as the “Developer WUP”); and

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

WHEREAS, the Wells provide irrigation water for agricultural uses on and/or for certain real property which includes, but is not limited to, the Property; and

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

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

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

WHEREAS, on **January 13, 2026**, the Town of Dundee Town Commission, at a duly noticed public meeting, approved this Agreement with Developer; and, as a condition precedent to its entering into this Agreement, the Developer and its successors and permitted assigns agreed to indemnify and hold harmless the Town, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Town’s inability to provide allocable water capacity for the Development, and any subject covered by this Agreement; and

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

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

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

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

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

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

WHEREAS, Town and Developer represent and agree that good and valuable

consideration has been received by the parties for entering into this Agreement, and the Town and Developer acknowledge the sufficiency of the consideration received; and

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

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

SECTION 1. RECITALS. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and Developer.

SECTION 2. PURPOSE. The purpose of this Agreement is to acknowledge and memorialize that as of the Effective Date (as defined in 3.12 of this Agreement) of this Agreement, the Town (as defined in 3.2 of this Agreement) performed a concurrency evaluation and determined that it does not have the necessary public facilities and services needed to support the Development (as defined in 3.11 of this Agreement). Subject to Applicable Law (as defined in 3.1 of this Agreement) which includes, but shall not be limited to, *Town of Dundee Ordinance No. 24-09*, this Agreement shall establish certain respective rights and obligations of the Town, Developer, and any successors-in-interest to the Town and Developer concerning the Development (as defined in 3.11 of this Agreement) and concurrency approval for same.

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

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

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

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

3.4 “*Developer*” means **CASSIDY HOLDINGS, LLC**, an active Florida limited liability company, **MCGRADY ROAD INVESTMENT, LLC**, an active Florida limited liability company and **BHSL, LLC**, an active Florida limited liability company, and any and all of the successors, successors-in-interest, and permitted assigns

of **CASSIDY HOLDINGS, LLC**, an active Florida limited liability company, **MCGRADY ROAD INVESTMENT, LLC**, an active Florida limited liability company liability company and **BHSL, LLC**, an active Florida limited liability company.

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

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

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

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

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

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

3.11 “*Development*” means the design, construction, paving, maintenance and improvements performed by the Developer on and/or for the Property which includes, but shall not be limited to, any design, construction, paving, maintenance and improvements performed by the Developer on and/or for the real property described in those certain Developer Deeds, which are attached hereto as **Composite Exhibit “A”** and incorporated herein by reference, which may include, but shall not be limited to, the ***Esperanza Subdivision*** .

3.12 “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which this Agreement is approved by the Town Commission of the Town of Dundee, Florida.

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

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

4.1 **Town Obligations.**

4.1.1 Pursuant to the Town Code (as defined by 3.6 of this Agreement) and Applicable Law (as defined by 3.1 of this Agreement), the Development (as defined by 3.11 of this Agreement) shall be subject to development review by the Town in accordance with

Applicable Law which includes, but shall not be limited to, the development conditions and regulations set forth in the Town Code and *Town of Dundee Ordinance No. 24-09*.

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

4.1.3 The Town, upon entering into a separate Allocation Agreement with the Developer and receiving a credit or increase to the applicable Town of Dundee Public Supply Water Use Permit (No. 20005893.012) (the “Town WUP”) from SWFWMD arising out of the transfer of the Wells and/or the Developer’s Water Use Permits (Nos. 20001883.006, 20002501.008, 20002503.007, 20002504.004 and 20002814.005) (collectively referred to as the “Developer WUP”) (see **Composite Exhibit “B”**), shall allocate and assign any increase or credit received from SWFWMD to the Town’s WUP to the Development on a pro-rata basis.

4.2 Developer Obligations.

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

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

4.2.3 If mutually determined by the Town and Developer to be applicable, the Developer (as defined by 3.4 of this Agreement) shall negotiate and enter into a separate *Water Supply Allocation Agreement* (the “Allocation Agreement”) with the Town.

4.2.4 By entering into the Allocation Agreement, the Developer shall facilitate the transfer of only the agricultural wells for which the Developer holds fee simple title; and the Developer shall cause the transfer of the wells in accordance with the rules, regulations and requirements set forth by the SWFWMD.

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

subject of the provisions set forth by this Agreement and specifically arising out of the Development.

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

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

SECTION 5. DEVELOPER'S ACKNOWLEDGMENT OF RISK.

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

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

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

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

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

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

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

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

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

TOWN: **TOWN OF DUNDEE**
Attn: Ken Cassel, Town Manager
PO Box 1000
105 Center Street
Dundee, FL 33838-1000

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

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

DEVELOPER: **CASSIDY HOLDINGS, LLC**
Attn: Albert B. Cassidy
346 E. Central Avenue
Winter Haven, Florida 33880

MCGRADY ROAD INVESTMENT, LLC
Attn: Albert B. Cassidy
346 E. Central Avenue
Winter Haven, Florida 33880

BHSL, LLC
Attn: John C. Webb
38245 US Highway 27

Davenport, FL 33837

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

ABSOLUTE ENGINEERING, INC.
Attn: Heather Wertz
1000 N. Ashley Drive
Suite 925
Tampa, Florida 33602

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

SECTION 13. MISCELLANEOUS PROVISIONS.

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

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

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

13.4 **Calculation of Time.** The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date (as defined by 3.12 of this Agreement). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

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

13.6 **Modification.** This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by the parties hereto and approved by the Town's governing body. No oral modifications will be effective or binding on either the Town or Developer regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event

state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, ERICA ANDERSON, AT 863-438-8330, EXT. 258, EAnderson@townofdunee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

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

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

SECTION 16. TERMINATION AND REMEDIES.

16.1 This Agreement shall remain in effect until the completion of the Development (as defined by 3.11 of this Agreement); and, on or before the effective date of the termination of this Agreement, the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement shall be required to be in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code (as defined by 3.6 of this Agreement). In the event the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement are not in

compliance with the conditions and technical requirements set forth by this Agreement and the Town Code, the Town may, at its option, seek any remedy available at law or in equity and/or perform the necessary work and thereafter render an invoice for services to Developer for reimbursement.

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

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

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

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

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

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

- (a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of

bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing and/or entering into the Agreements, DEVELOPER certifies that it does not and did not at any time since the submission of a response to the TOWN'S initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. DEVELOPER understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate the Agreements at the TOWN'S option if the DEVELOPER is found to have submitted a false certification.

- (b) **Public Entity Crimes; Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By executing the Agreements, DEVELOPER certifies that it is not on the convicted vendor list.
- (c) **Drug-Free Workplace.** By executing the Agreement(s), DEVELOPER certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- (d) **E-Verify.** By entering into the Agreement(s), DEVELOPER becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the DEVELOPER and any subcontractor hired by the DEVELOPER. If the DEVELOPER enters into a contract with a subcontractor, the subcontractor must provide the DEVELOPER with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Agreement(s), or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) Calendar Days after the date of termination. If the Agreement(s) are terminated for a violation of the statute by the DEVELOPER, the DEVELOPER may not be awarded a public contract for a period of one (1) year after the date of termination.

- (e) ***No Consideration of Social, Political, and Ideological Interests.*** DEVELOPER acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective vendor and/or contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. DEVELOPER affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the DEVELOPER'S social, political, or ideological interests in negotiating, awarding, and/or entering into the Agreement(s).
- (f) ***Contracting with Foreign Entities.*** By executing the Agreement(s), DEVELOPER certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, DEVELOPER certifies that no government of a Foreign Country of Concern has a "controlling interest" in DEVELOPER as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the DEVELOPER organized under the laws of a Foreign Country of Concern, nor does the DEVELOPER have its principal place of business located in a Foreign Country of Concern. If the Agreement(s) permit the DEVELOPER to access the personal identifying information of any individual, DEVELOPER agrees to notify the TOWN in advance of any contemplated transaction that would cause DEVELOPER to be disqualified from such access under Section 287.138 of the Florida Statutes. DEVELOPER agrees to furnish the TOWN with an affidavit signed by an officer or representative of the DEVELOPER under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.
- (g) ***Human Trafficking Affidavit.*** Developer shall be required to execute the *Human Trafficking Affidavit* attached hereto as **Exhibit "C"** simultaneously with and prior to providing the services hereunder.

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

The rest of this page left intentionally blank; signatures follow

Executed by the parties on the date shown adjacent thereto:

Developer:

CASSIDY HOLDINGS, LLC
an active Florida limited liability company

By: _____
Albert B. Cassidy, Managing
Member of **ABCMM, LLC**

Witness

Witness

Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____, on its behalf, who is personally known to me or who has produced _____ as identification.

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

Developer:

MCGRADY ROAD INVESTMENT, LLC
an active Florida limited liability company

By: _____
Albert B. Cassidy, Managing
Member of **ABCMM, LLC**

Witness

Witness

Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____, on its behalf, who is personally known to me or who has produced _____ as identification.

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

Developer:

BHSL, LLC
an active Florida limited liability company

By: _____
John C. Webb, Managing Member

Witness

Witness

Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____, on its behalf, 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: _____
Sam Pennant, Town Mayor

ATTEST:

Erica Anderson, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney



TOWN OF DUNDEE

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson, Development Services Director

AGENDA DATE: December 9, 2025

REQUESTED ACTION: The Town Commission will consider the first reading of **Ordinance 25-05** Estes (Esperanza) Voluntary Annexation.

STAFF ANALYSIS:

The Town of Dundee has received a petition for the voluntary annexation for the one parcel that will be part of the Estes (Esperanza) Subdivision from Heather Wertz of Absolute Engineering, Inc.

The general location of the proposed land to be annexed is South of Canal Rd., East of Lake Mabel Loop Rd., and North of Tindel Camp Rd. and consists of one parcel: 27-28-24-000000-012000. The proposed area consists of approximately 40 +/- acres.



The proposed Ordinance 25-05 was prepared by Town Staff and Consultants. If approved at this first reading, the public hearing for the second (adoption) and final reading will be held on December 09, 2025.

CONCURRENCY:

Potable Water-

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

Sanitary Sewer-

- There is a 6" force main on the westside of Lake Mabel Loop 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.
- There is available landfill capacity for solid waste for the next 65 years at 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 Mabel Loop Road
-town road, urban collector road, current LOS is C, paved road, road is 22" wide
- Canal Road
-county road, paved apron, unpaved 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: PUD-MU Vacant Land (Estes/Esperanza)	North Unincorporated Polk County RDA FLU: A/RR (Agricultural Rural Residential)	Northeast Unincorporated Polk County RDA FLU: A/RR (Agriculture Rural Residential) Residential
West Town of Dundee FLU: LDR/Low Density Residential Zoning: PUD-MU Vacant Land (Estes/Esperanza)	Subject Site Unincorporated Polk County FLU: A/RR (Agricultural Rural Residential)	East Unincorporated Polk County RDA FLU: A/RR (Agricultural Rural Residential) Residential and Agricultural Lands
Southwest Town of Dundee FLU: LDR/Low Density Residential Zoning: RSF-2/unassigned	South Town of Dundee FLU: LDR/Low Density Residential Zoning: RSF-2	Southeast Unincorporated Polk County RDA FLU: A/RR (Agricultural Rural Residential) Farm

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 to move Ordinance 25-05 to second reading/public hearing

Attachments:

Petition for Annexation
Ordinance 25-05
Business Impact Estimate
Special Warrant Deed
Water Supply Allocation Agreement
Concurrency Developer's Agreement

Town of Dundee, Florida
Business Impact Estimate
§166.041(4), Fla. Stat. (2024)

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

On October 1, 2024, Senate Bill 1628 (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023).

This *Town of Dundee Business Impact Estimate* (“BIE”) is provided in accordance with Section 166.041(4), Florida Statutes (2024); and Section 166.041(a) of the Florida Statutes states, in pertinent part, as follows:

Before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a *business impact estimate* in accordance with this subsection. The *business impact estimate* **must be** posted on the municipality’s website *no later than the date the notice of proposed enactment is published pursuant to paragraph (3)(a)*¹ and must include all of the following:

1. A summary of the Ordinance, including a statement of the *public purpose* to be served by the Ordinance, such as serving the public health, safety, morals, and welfare of the *Town of Dundee, Florida*.
2. An *estimate of the direct economic impact* of the Ordinance on *private, for-profit businesses in the Town of Dundee, Florida*, including the following, if any:
 - a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;
 - b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and
 - c. An *estimate of the municipality’s regulatory costs*, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.
4. Any additional information the *Town Commission of the Town of Dundee* determines may be useful.

If one (1) or more boxes are checked below, this means the *Town of Dundee* is of the view that a *business impact estimate* is not required pursuant to applicable Florida law; however, the *Town of Dundee* is, nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *Town of Dundee **Ordinance No. 25-05*** (hereafter the “Ordinance”).

¹ Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to §166.041(3)(c), *Fla. Stat. (2024)*.

This BIE may be revised following its initial posting.

- ☐ The Ordinance is required for compliance with Federal or State law or regulation;
- ☐ The Ordinance relates to the issuance or refinancing of debt;
- ☐ The Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the *Town of Dundee, Florida*;
- ☐ The Ordinance is an emergency ordinance;
- ☐ The Ordinance relates to procurement; or
- ☐ The Ordinance is enacted to implement the following:
 - a. *Development orders and development permits*, as those terms are defined in §163.3164, *Florida Statutes (2024)*, and *development agreements*, as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220 – 163.3243, *Florida Statutes (2024)*;
 - b. Comprehensive plan amendments and land development regulation amendments *initiated by an application by a private party other than the municipality*;
 - b. §§ 190.005 and 190.046, *Florida Statutes (2024)*;
 - c. §553.73, *Florida Statutes (2024)*, relating to the Florida Building Code; or
 - d. §633.202, *Florida Statutes (2024)*, relating to the Florida Fire Prevention Code.

Notwithstanding the identified and noted exemption(s) above, if applicable, pursuant to the provisions of §166.041(4), *Florida Statutes (2024)*, and applicable Florida law, the *Town of Dundee* hereby publishes the following information:

1. Summary of the Ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This applicant initiated voluntary annexation ordinance is 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.

The purpose is to:

Integrate territory into the Town of Dundee, Florida.

2. An estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the *Town of Dundee, Florida*, if any:

This ordinance pertains to an applicant initiated voluntary annexation and does not impose any operational or financial requirements on private businesses.

Estimated Impact:

- Direct Costs to Businesses: \$0
- Indirect Costs to Businesses: \$0
- New Fees or Charges: None
- Compliance Requirements: None

No private businesses will be required to take any action, submit documentation, or alter operations as a result of this ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed *Town of Dundee Ordinance No. 25-05*:

Estimated number of impacted businesses: 0

There is no anticipated impact on any for-profit business operating within the Town of Dundee or its service area.

4. Additional information the *Town Commission of the Town of Dundee* deems useful (if any):

None currently.

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

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

Reserved for Recording

WATER SUPPLY ALLOCATION AGREEMENT

THIS **WATER SUPPLY ALLOCATION AGREEMENT** (the "Agreement") is made and entered into this **13th day of January, 2026**, by and between **CASSIDY HOLDINGS, LLC**, an active Florida limited liability company, **MCGRADY ROAD INVESTMENT, LLC**, an active Florida limited liability company and **BHSL, LLC**, an active Florida limited liability company (hereafter collectively referred to as the "OWNER"), and the **TOWN OF DUNDEE, FLORIDA**, a municipal corporation created under the laws of the State of Florida ("TOWN").

FACTUAL RECITALS

1. TOWN owns and operates a central water supply system and provides central water service throughout its exclusive service area.
2. OWNER owns property ("Property") upon which it currently owns and operates well(s) through which groundwater is supplied for agricultural or other uses on the Property. The Property is described in **Composite Exhibit "A"** attached to and incorporated in this Agreement.
3. OWNER proposes to develop the Property which contemplates a conversion of land uses from agricultural or other uses to urban uses.
4. These urban uses will require the extension and delivery of domestic potable water service to the Property.
5. OWNER desires the extension of domestic potable water service to the Property. TOWN is ready, willing, and able to extend such service subject to the terms and conditions of that certain **CONCURRENCY DEVELOPER'S AGREEMENT** (the "Agreement") entered into by the OWNER and TOWN regarding the TOWN's provision of water and wastewater services for the Property as well as other development matters associated with the Property and further subject to transfer of OWNER's water allocation associated with the well(s) located on the Property.
6. TOWN is ready, willing, and able to extend such service subject to the terms and conditions of the Agreement entered into by the OWNER and TOWN regarding the TOWN's provision of water and wastewater services for the Property as well as other development matters associated with the Property and further subject to transfer of OWNER's water allocation associated with the well(s) located on the Property.
7. The Agreement is incorporated herein and made a part hereof by reference.

8. OWNER is willing to agree to such water allocation.
9. The parties agree and acknowledge that each of them is authorized and empowered to enter into this Agreement.

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

SECTION 1. FACTUAL RECITALS. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the factual recitals are hereby adopted as the findings supporting the entry into this Agreement between the TOWN and OWNER.

SECTION 2. WATER ALLOCATION TRANSFER. The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District ("SWFWMD") under consumptive use/water use permit numbers, as more particularly described in **Composite Exhibit "B"** attached to and incorporated in this Agreement, (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN.

OWNER further agrees to transfer said permits to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein.

This transfer shall become effective upon the effective date of this Agreement. The Town, upon credit or increase to the Town WUP from SWFWMD arising out of the transfer of the well(s) located on the Property, shall allocate and assign any increase or credit to the Town's WUP to the Owner, or related entities, on a pro rata basis for the purpose of establishing concurrency for the Development (as defined in the Agreement) which is located within the Town's Chapter 180 Utility Service Area.

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

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

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

SECTION 6. WATER SERVICE. Upon the receipt of a credit and/or increase in the permitted capacity of the applicable **Town of Dundee Public Supply Water Use Permit** (No. 20005893.012) (the "Town WUP") arising out of the transfers (see **Exhibit "B"**) which are the subject of this Agreement, the TOWN shall provide water service to the OWNER, its successors or assigns for use on the Property for the Development (as defined in the Agreement).

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

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

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

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

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

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

SECTION 13. **PUBLIC RECORDS**. The OWNER covenants and agrees to:

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

13.2 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.

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

13.4 Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the TOWN all public records in possession of the OWNER or keep and maintain public records required by the TOWN to perform the service. If the OWNER transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the OWNER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the OWNER keeps and maintains public records upon completion of the Agreement and/or any Amendment(s)

issued hereunder, the OWNER 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 OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, ERICA ANDERSON, AT 863-438-8330, EXT. 238, EAnderson@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

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

[Remainder of page intentionally left blank]

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

ATTEST:

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

Erica Anderson
Town Clerk

Samuel Pennant
Mayor

01/13/2026

Approved as to form and correctness:

Frederick J. Murphy, Jr.
Town Attorney

OWNER

By: _____

Print Name:

Its: _____

Date: _____

↑ Witness signature
 ↑

↑ Witness signature ↑ [CORPORATE SEAL]

Print witness name: _____

↑ Witness signature
 ↑

↑ Witness signature ↑

Print witness name: _____

STATE OF FLORIDA

COUNTY OF _____

Before me, by means of ☐ physical presence or ☐ online notarization, the undersigned authority, this day personally appeared _____, as _____ of _____, a _____, ☐ to me well known and known to me to be the individual described in and/or ☐ produced _____ as identification and who executed the forgoing instrument, and was authorized on behalf of said _____, a _____, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2026.

My Commission expires:

 Notary Public in and for the State of Florida at Large

OWNER

By: _____

Print Name:

Its: _____

Date: _____

↑ Witness signature
 ↑

↑ Witness signature ↑ [CORPORATE SEAL]

Print witness name: _____

↑ Witness signature
 ↑

↑ Witness signature ↑

Print witness name: _____

STATE OF FLORIDA

COUNTY OF _____

Before me, by means of ☐ physical presence or ☐ online notarization, the undersigned authority, this day personally appeared _____, as _____ of _____, a _____, ☐ to me well known and known to me to be the individual described in and/or ☐ produced _____ as identification and who executed the forgoing instrument, and was authorized on behalf of said _____, a _____, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2026.

My Commission expires:

 Notary Public in and for the State of Florida at Large

OWNER

By: _____

Print Name:

Its: _____

Date: _____

↑ Witness signature
 ↑

↑ Witness signature ↑ [CORPORATE SEAL]

Print witness name: _____

↑ Witness signature
 ↑

↑ Witness signature ↑

Print witness name: _____

STATE OF FLORIDA

COUNTY OF _____

Before me, by means of ☐ physical presence or ☐ online notarization, the undersigned authority, this day personally appeared _____, as _____ of _____, a _____, ☐ to me well known and known to me to be the individual described in and/or ☐ produced _____ as identification and who executed the forgoing instrument, and was authorized on behalf of said _____, a _____, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2026.

My Commission expires:

 Notary Public in and for the State of Florida at Large



Meeting Agenda Coversheet

MEETING DATE:	December 9, 2025	Submitted By: Ken Cassel, Town Manager		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	Adoption of Ordinance Implementing Mandatory Structural Inspection Repair Timelines Pursuant to Florida Statute 553.889(11)			
STAFF RECOMMENDATION: (MOTION READY)	Staff recommends approval of the ordinance implementing mandatory structural inspection repair timelines and creating Section 14-5 of the Town Code, as required under Florida Statute 553.889(11) (2025).			
SUMMARY and/or JUSTIFICATION:	Recent amendments to Florida Statutes, specifically §553.889(11) (2025), require local governments to establish procedures ensuring that condominium and cooperative buildings subject to mandatory structural inspections commence or schedule necessary repairs within certain statutory timeframes. These requirements were adopted statewide to improve building safety, ensure timely remediation of structural deficiencies, and prevent failures associated with substantial structural deterioration.			
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Ordinance 25-07 attached Business Impact Estimate			
SELECT, if applicable	RESOLUTION:		ORDINANCE: 25-07	X
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>	AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA RELATING TO MANDATORY STRUCTURAL INSPECTIONS FOR CONDOMINIUM AND COOPERATIVE BUILDINGS; IMPLEMENTING SUBSECTION 553.889(11), FLORIDA STATUTES (2025); CREATING SECTION 14-5 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA; REQUIRING CONDOMINIUMS, COOPERATIVE ASSOCIATIONS, AND OWNERS SUBJECT TO MANDATORY STRUCTURAL INSPECTIONS TO SCHEDULE OR COMMENCE REPAIRS FOR SUBSTANTIAL STRUCTURAL DETERIORATION WITHIN 365 DAYS AFTER THE CITY'S RECEIPT OF A PHASE TWO INSPECTION REPORT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):	There is no financial impact as a result			\$0.00

ORDINANCE NO. 25-07

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA RELATING TO MANDATORY STRUCTURAL INSPECTIONS FOR CONDOMINIUM AND COOPERATIVE BUILDINGS; IMPLEMENTING SUBSECTION 553.889(11), FLORIDA STATUTES (2025); CREATING SECTION 14-5 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA; REQUIRING CONDOMINIUMS, COOPERATIVE ASSOCIATIONS, AND OWNERS SUBJECT TO MANDATORY STRUCTURAL INSPECTIONS TO SCHEDULE OR COMMENCE REPAIRS FOR SUBSTANTIAL STRUCTURAL DETERIORATION WITHIN 365 DAYS AFTER THE CITY'S RECEIPT OF A PHASE TWO INSPECTION REPORT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, *Section 553.889(3)(a), Florida Statutes (2025)*, states, in pertinent part, as follows:

An owner or owners of a building that is three habitable stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under Chapter 718 of the Florida Statutes or a residential cooperative under Chapter 719 of the Florida Statutes "must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter; and

WHEREAS, a milestone inspection consists of two (2) phases, including a visual examination of habitable and non-habitable areas and the major structural components of a building by a licensed architect or engineer authorized to practice in Florida and, if substantial structural deterioration is identified, destructive or nondestructive testing at the inspector's direction; and

WHEREAS, *Section 553.889(8) of the Florida Statutes (2025)* requires and states, in pertinent part, as follows:

Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the building official of the local government which has jurisdiction; and

WHEREAS, *Section 4 of CS/CS/HB 913 (2025), Chapter 2025-175, Laws of Florida*, codified at *Section 553.889(11), Florida Statutes (2025)*, requires each municipal governing body in the State of Florida, including the Town Commission of the Town of Dundee, Florida (the "Town Commission"), to adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to *Section 553.889, Florida Statutes*, to schedule or commence repairs for substantial structural deterioration within a specified timeframe after the Town's building official receives a phase two inspection report, provided that such repairs be commenced within 365 days after receiving such report; and

WHEREAS, Town Commission desires to implement *Section 553.889(11), Florida Statutes (2025)*, by adopting new *Chapter 14, Article I, Sec. 14-5 of the Code of Ordinances of the Town of Dundee, Florida* (the "Code"), to require a condominium or cooperative association and any other owner that is subject to *Section 553.889, Florida Statutes*, to schedule or commence repairs for substantial structural deterioration within 365 days, which is the time allowed by general law; and

WHEREAS, in the exercise of its legislative authority, the Town Commission has determined it is in the best interests of the health, safety and welfare of the citizens and residents of the Town of Dundee, Florida, and consistent and in accordance with applicable Florida law to amend *Chapter 14, Article I, of the Code* relating to certain mandatory structural inspections and commencement of certain repairs for substantial structural deterioration; and

WHEREAS, on **December 9, 2026**, at a duly noticed public meeting, the Town Commission determined and found that the provisions of this **Ordinance No. 25-07**,

which concerns the post-construction safety of condominium and cooperative association buildings, **does not** impose *more restrictive* and/or *more burdensome* regulation or procedures on construction, reconstruction, or redevelopment of property; and

WHEREAS, on **January 13th, 2026**, the Town Commission finds that the purpose of this **Ordinance No. 25-07** is to comply with state law and, pursuant to *Section 166.041(4)(c)1., Florida Statutes (2025)*, no business impact estimate is required to be prepared or posted prior to adoption; and

WHEREAS, on **January 13th, 2026**, at a duly noticed public hearing, the Town Commission determined that this **Ordinance No. 25-07** amending the Code promotes the public health, safety, and general welfare of the community and found that the passage and enactment of this **Ordinance No. 25-07** is consistent with the *Town of Dundee 2030 Comprehensive Plan*; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Ordinance No. 25-07** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this **Ordinance No. 25-07** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Ordinance No. 25-07**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Ordinance No. 25-07**.

Section 2. Amendment.

Chapter 14, Article I, of the Code of Ordinances of the Town of Dundee, Florida (the "Code"), is hereby amended to create *Sec. 14-5 of the Code* (provisions deleted are shown as ~~strike through~~ and provisions added are shown as underlined).

Section 14-5 of the Code is hereby created to read, as follows:

Sec. 14-5. Condominium and cooperative association building safety.

A condominium or cooperative association and any other owner that is required by law to perform milestone inspections must schedule or commence repairs for substantial structural deterioration within 365 days after the building official receives a phase two inspection report.

Section 3. Conflicts.

All ordinances in conflict herewith are hereby repealed but only to the extent necessary to give this **Ordinance No. 25-07** full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the *Town of Dundee 2030 Comprehensive Plan* and/or *Code of Ordinances of the Town of Dundee, Florida*, unless such repeal is explicitly set forth herein.

Section 4. Severability.

The provisions of this **Ordinance No. 25-07** are severable. If any section, subsection, sentence, clause, phrase of this **Ordinance No. 25-07**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission hereby declares that it would have passed this **Ordinance No. 25-07**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Ordinance No. 25-07** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Ordinance No. 25-07** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Ordinance No. 25-07** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Ordinance No. 25-07**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Ordinance No. 25-07**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Ordinance No. 25-07** may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Ordinance No. 25-07** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public

hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 6. Codification.

It is the intent of the Town Commission that the provisions of Section 2 to this **Ordinance No. 25-07** shall be codified as and become and be made a part of the *Code of Ordinances of the Town of Dundee, Florida*. The implementing sections of this **Ordinance No. 25-07**, Sections 1, 3, 4, 5, and 6, shall not be codified. The code codifier is granted liberal authority to codify the provisions of this **Ordinance No. 25-07**, *provided* that the Town Commission requests for the codifier to make a State Law reference to “Milestone inspections for condominiums and cooperative associations; F.S. § 553.889” as a courtesy to readers and users of the Code.

Section 7. Business Impact Estimate.

On October 1, 2023, *Senate Bill 170* (“SB 170”), *Chapter 2023-309, Laws of Florida*, was enacted amending *Section 166.041, Florida Statutes*, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance. On October 1, 2024, *Senate Bill 1628* (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, further amended *Section 166.041, Fla. Stat. (2024)*, by creating certain express exclusion(s).

In this instance, this **Ordinance No. 25-07** is required for compliance with general law of the State of Florida. As such, pursuant to applicable Florida law, this **Ordinance No. 25-07** is exempt and does **not** require a business impact estimate.

Section 8. Effective Date.

This **Ordinance No. 25-07** shall become effective immediately upon its passage and adoption by the Town Commission after Second and Final Reading.

[Remainder of page intentionally left blank; Signatures on following page]

INTRODUCED AND PASSED on first reading and public hearing with a quorum present and voting at the meeting of the Town of Dundee Town Commission duly assembled held this **9th day of December, 2025**.

PASSED AND FINALLY ADOPTED on second reading and adoption public hearing with a quorum present and voting at the meeting of the Town of Dundee Town Commission duly assembled on this 13th day of January, 2026.

**TOWN OF DUNDEE
TOWN COMMISSION**

Sam Pennant, Mayor

ATTEST:

Erica Anderson, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

Town of Dundee, Florida
Business Impact Estimate
§166.041(4), Fla. Stat. (2024)

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

On October 1, 2024, Senate Bill 1628 (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023).

This *Town of Dundee Business Impact Estimate* (“BIE”) is provided in accordance with Section 166.041(4), Florida Statutes (2024); and Section 166.041(a) of the Florida Statutes states, in pertinent part, as follows:

Before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a *business impact estimate* in accordance with this subsection. The *business impact estimate* **must be** posted on the municipality’s website *no later than the date the notice of proposed enactment is published pursuant to paragraph (3)(a)*¹ and must include all of the following:

1. A summary of the Ordinance, including a statement of the *public purpose* to be served by the Ordinance, such as serving the public health, safety, morals, and welfare of the *Town of Dundee, Florida*.
2. An *estimate of the direct economic impact* of the Ordinance on *private, for-profit businesses in the Town of Dundee, Florida*, including the following, if any:
 - a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;
 - b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and
 - c. An *estimate of the municipality’s regulatory costs*, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.
4. Any additional information the *Town Commission of the Town of Dundee* determines may be useful.

If one (1) or more boxes are checked below, this means the *Town of Dundee* is of the view that a *business impact estimate* is not required pursuant to applicable Florida law; however, the *Town of Dundee* is, nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *Town of Dundee Ordinance No. 25-03*(hereafter the “Ordinance”).

¹ Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to §166.041(3)(c), *Fla. Stat. (2024)*.

This BIE may be revised following its initial posting.

- ☒ The Ordinance is required for compliance with Federal or State law or regulation;
- ☐ The Ordinance relates to the issuance or refinancing of debt;
- ☐ The Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the *Town of Dundee, Florida*;
- ☐ The Ordinance is an emergency ordinance;
- ☐ The Ordinance relates to procurement; or

The Ordinance is enacted to implement the following:

- a. *Development orders and development permits*, as those terms are defined in §163.3164, *Florida Statutes (2024)*, and *development agreements*, as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220 – 163.3243, *Florida Statutes (2024)*;
- b. Comprehensive plan amendments and land development regulation amendments *initiated by an application by a private party other than the municipality*;
- b. §§ 190.005 and 190.046, *Florida Statutes (2024)*;
- c. §553.73, *Florida Statutes (2024)*, relating to the Florida Building Code; or
- d. §633.202, *Florida Statutes (2024)*, relating to the Florida Fire Prevention Code.

Notwithstanding the identified and noted exemption(s) above, if applicable, pursuant to the provisions of §166.041(4), *Florida Statutes (2024)*, and applicable Florida law, the *Town of Dundee* hereby publishes the following information:

1. Summary of the Ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance establishes local requirements for mandatory structural inspection compliance for condominium and cooperative buildings, as required by Section 553.889(11), *Florida Statutes (2025)*. The ordinance creates Section 14-5 of the Town Code and mandates that condominium and cooperative associations (or individual unit owners, where applicable) must schedule or commence repairs identified in a Phase Two Structural Inspection Report within 365 days of the Town's receipt of that report.

The ordinance implements state-mandated structural inspection repair timelines and provides local enforcement authority and administrative procedures.

This ordinance serves the following public purposes:

- Ensuring compliance with revised state laws relating to condominium and cooperative building safety.
- Protecting residents and the public by requiring timely corrective action when substantial structural deterioration is identified.
- Reducing risks associated with unsafe buildings or delayed maintenance.
- Establishing predictable local procedures for associations and unit owners.
- Enhancing structural integrity oversight within the Town.

2. An estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the *Town of Dundee, Florida*, if any:

Potential economic impacts include:

- **Repair Costs:** Associations or owners may incur significant costs to complete structural repairs. However, these costs originate from state law requirements and not from Town-imposed regulations.
- **Administrative Compliance:** Associations may incur costs for contracting engineers, submitting documentation, or responding to Town notices.
- **Capital Planning Impacts:** Associations may need to modify their budgeting practices to ensure financial reserves are sufficient to address required repairs.

The ordinance does not impose:

- New fees charged by the Town
- Additional taxes
- Ongoing permitting costs beyond existing inspection-related duties
- New operational restrictions on unrelated businesses

3. Good faith estimate of the number of businesses likely to be impacted by the proposed *Town of Dundee Ordinance No. 25-07*:

Small businesses are not expected to be impacted as a result of this ordinance.

4. Additional information the *Town Commission of the Town of Dundee* deems useful (if any):

This ordinance provides procedural clarity while ensuring that the Town can effectively enforce structural safety requirements. The economic impacts on affected associations are primarily the result of state law, and the ordinance itself adds no additional financial burdens beyond what is necessary for compliance.



Meeting Agenda Coversheet

MEETING DATE:		December 9, 2025		Submitted By: Ken Cassel, Town Manager	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Adoption of Ordinance Implementing Procedures for Certified Recovery Residences and Reasonable Accommodation Requests Pursuant to Chapter 2025-182, Laws of Florida, and Section 397.487(15), F.S. (2025)			
STAFF RECOMMENDATION: (MOTION READY)		Staff recommends approval of the ordinance creating Article VII, Chapter 14 of the Town Code, implementing procedures for certified recovery residences and the reasonable accommodation process as required under Chapter 2025-182, Laws of Florida, and Section 397.487(15), Florida Statutes (2025).			
SUMMARY and/or JUSTIFICATION:		The proposed ordinance fulfills the Town of Dundee's obligation to implement these provisions by creating Article VII, Chapter 14 of the Town's Code of Ordinances. The new article outlines procedures for reviewing and processing reasonable accommodation requests and establishes standards for certified recovery residences operating within the Town. The ordinance also includes provisions related to conflicts, severability, administrative correction of scrivener's errors, codification, and the required business impact estimate.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Ordinance 25-08 Exhibit A Business Impact Estimate			
SELECT, if applicable		RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>		AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO THE ESTABLISHMENT OF REGULATIONS AND PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES AND FOR REQUESTING A REASONABLE ACCOMMODATION AS REQUIRED BY CHAPTER 2025-182, LAWS OF FLORIDA; IMPLEMENTING SECTION 397.487(15), FLORIDA STATUTES (2025); CREATING ARTICLE VII, CHAPTER 14, OF THE CODE OF ORDINANCES, TOWN OF DUNDEE, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):		There is no financial impact as a result of this item			\$0.00

ORDINANCE NO. 25-08

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO THE ESTABLISHMENT OF REGULATIONS AND PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES AND FOR REQUESTING A REASONABLE ACCOMMODATION AS REQUIRED BY CHAPTER 2025-182, LAWS OF FLORIDA; IMPLEMENTING SECTION 397.487(15), FLORIDA STATUTES (2025); CREATING ARTICLE VII, CHAPTER 14, OF THE CODE OF ORDINANCES, TOWN OF DUNDEE, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, in 2015, the Florida Legislature established a voluntary certification program for sober recovery residences within the Florida Department of Health to provide foundational support for those individuals receiving a program of addiction treatment or reentering society after successful completion of a program of addiction treatment; and

WHEREAS, *CS/CS/CS/SB 954 (2025)*, codified at *Section 397.487(15), Florida Statutes*, requires the Town Commission of the Town of Dundee, Florida (the "Town Commission"), to adopt an ordinance *establishing procedures for the review and approval of certified recovery residences* within the Town's municipal limits inclusive of a *process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence*; and

WHEREAS, the Town Commission desires to implement the reasonable accommodation component of *CS/CS/CS/SB 954 (2025)*, codified at *Section*

397.487(15), *Florida Statutes*, by adopting a process for requesting a reasonable accommodation from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; and

WHEREAS, a **reasonable accommodation** is an established method by which an individual who is disabled or handicapped (as those terms are defined in Title II of the *Americans with Disabilities Act* and/or the *Fair Housing Amendments Act of 1988*, hereafter collectively the “disabled”), or a qualified provider of services to the disabled, can request a reasonable and necessary modification or alteration in the application of a specific provision of local law, rule, policy, or practice to afford an equal opportunity for the individual or the disabled within the service provider’s care to use and enjoy housing; and

WHEREAS, Town Commission desires to implement the requirements of CS/CS/CS/SB 954 (2025), codified at *Section 397.487(15), Florida Statutes*, by adopting and creating *Article VII, Chapter 14*, of the *Code of Ordinances, Town of Dundee, Florida* (the “Code”); and

WHEREAS, in the exercise of its legislative authority, the Town Commission has determined it is in the best interests of the health, safety and welfare of the citizens and residents of the Town of Dundee, Florida, and consistent and in accordance with applicable Florida law to amend the Code by adopting and creating *Article VII, Chapter 14*, of the Code relating to certain requests for reasonable accommodations and the establishment of certified recovery residences; and

WHEREAS, on **December 9, 2026**, at a duly noticed public meeting, the Town Commission of the Town of Dundee determined and found that the provisions of this **Ordinance No. 25-08**, which are required in accordance with applicable Florida law, concerning certain requests for reasonable accommodations and the establishment of certified recovery residences **does not** impose *more restrictive* and/or *more burdensome* regulation or procedures on construction, reconstruction, or redevelopment of property; and

WHEREAS, on **January 13th 2026**, the Town Commission finds that the purpose of this **Ordinance No. 25-08** is to comply with state law and, pursuant to *Section 397.487(15), Florida Statutes (2025)*, no business impact estimate is required to be prepared or posted prior to adoption; and

WHEREAS, on **January 13th 2026**, at a duly noticed public hearing, the Town Commission determined that this **Ordinance No. 25-08** amending the Code promotes the public health, safety, and general welfare of the community and found that the passage and enactment of this **Ordinance No. 25-08** is consistent with the *Town of Dundee 2030 Comprehensive Plan*; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Ordinance No. 25-08** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this **Ordinance No. 25-08** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Ordinance No. 25-08**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Ordinance No. 25-08**.

Section 2. Amendment.

The *Code of Ordinances, Town of Dundee, Florida* (the "Code") is hereby amended to create *Article VII, Chapter 14, of the Code* as set forth in **Exhibit "A"** attached hereto and made a part hereof by reference (provisions deleted are shown as ~~strikethrough~~ and provisions added are shown as underlined).

Section 3. Conflicts.

All ordinances in conflict herewith are hereby repealed but only to the extent necessary to give this **Ordinance No. 25-08** full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the *Town of Dundee 2030 Comprehensive Plan* and/or *Code of Ordinances, Town of Dundee, Florida*, unless such repeal is explicitly set forth herein.

Section 4. Severability.

The provisions of this **Ordinance No. 25-08** are severable. If any section, subsection, sentence, clause, phrase of this **Ordinance No. 25-08**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Ordinance No. 25-08**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences,

clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Ordinance No. 25-08** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Ordinance No. 25-08** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Ordinance No. 25-08** is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Ordinance No. 25-08**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Ordinance No. 25-08**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 5. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Ordinance No. 25-08** may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Ordinance No. 25-08** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 6. Codification.

It is the intent of the Town Commission that the provisions of Section 2 to this **Ordinance No. 25-08** shall be codified as and become and be made a part of the *Code of Ordinances of the Town of Dundee, Florida*. The implementing sections of this Ordinance, Sections 1, 3, 4, 5, and 6, shall not be codified. The code codifier is granted liberal authority to codify the provisions of this **Ordinance No. 25-08**, *provided* that the Town Commission requests for the codifier to make a State Law reference to "CS/CS/CS/SB 954 (2025), codified at Section 397.487(15), Florida Statutes, for reasonable accommodations for certified recovery residences" "as a courtesy to readers and users of the Code.

Section 7. Business Impact Estimate.

On October 1, 2023, *Senate Bill 170* ("SB 170"), *Chapter 2023-309, Laws of Florida*, was enacted amending *Section 166.041, Florida Statutes*, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance. On October 1, 2024, *Senate Bill 1628* ("SB 1628"), as codified under *Chapter 2024-145, Laws of Florida*, further amended *Section 166.041, Fla. Stat. (2024)*, by creating certain express exclusion(s).

In this instance, this **Ordinance No. 25-08** is required for compliance with general law of the State of Florida. As such, pursuant to applicable Florida law, this **Ordinance No. 25-08** is exempt and does **not** require a business impact estimate.

Section 8. Effective Date.

This **Ordinance No. 25-08** shall become effective immediately upon its passage and adoption after Second and Final Reading.

INTRODUCED AND PASSED on first reading and public hearing with a quorum present and voting at the meeting of the Town of Dundee Town Commission duly assembled held this 9th day of December, 2025.

PASSED AND FINALLY ADOPTED on second reading and adoption public hearing with a quorum present and voting at the meeting of the Town of Dundee Town Commission duly assembled on this 13th day of January, 2026.

**TOWN OF DUNDEE
TOWN COMMISSION**

Sam Penant, Mayor

ATTEST:

Erica Anderson, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

TOWN OF DUNDEE

EXHIBIT "A" ORDINANCE 25-08

Provisions being deleted are shown as ~~striketrough~~ and
provisions being added are shown as underlined

CHAPTER 14 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE VIII. – REASONABLE ACCOMMODATIONS AND CERTIFIED RECOVERY RESIDENCE(S)

Sec. 14-247. – Purpose.

The purpose of this Article is to address the establishment of certified recovery residences, as defined in s. 397.311(5), F.S., and provide procedures for the review and approval of requests for a reasonable accommodation in the application of the Town's ordinances, rules, policies, and procedures consistent with the federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131, et seq.) ("ADA").

Sec. 14-248. – Definitions.

For purposes of this Article, the terms used in this herein shall possess the meanings, interpretations and/or definitions assigned in §397.311, Florida Statutes (2025), as may be amended, provided however, that where one (1) of the following listed terms set forth in this Section is used in this Article, such term(s) shall possess the corresponding meaning, as follows:

(a) *Certified recovery residence* means a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator as defined in §397.311, Florida Statutes (2025), as may be amended, including Level I through Level IV certified recovery residences.

(b) *Certificate of compliance* means a certificate issued by a credentialing entity to a recovery residence or recovery residence administrator.

(c) *Certified recovery residence administrator* means a recovery residence administrator who holds a valid certificate of compliance.

(d) *Town Code* means the *Code of Ordinances, Town of Dundee, Florida* and/or *Land Development Code of Dundee*.

(e) *Town Representative* means, for purposes of this Article, the Town Manager, or his/her designated appointee, who is authorized to act on behalf of the Town of Dundee,

Florida, in the administration of this Article. The Town Representative does not have the authority to waive or modify any condition or term of the Town Code.

(f) *Reasonable accommodation* means an established method by which an individual who is *disabled* or *handicapped* (as those terms are defined in *Title II of the Americans with Disabilities Act* and/or the *Fair Housing Amendments Act of 1988*) (hereafter collectively referred to as the “disabled”), or a service provider and/or provider to the disabled, can request a reasonable and necessary modification or alteration in the application of conditions, policies, procedures, processes, provisions, rules and requirements set forth in the Town Code in order to afford an equal opportunity for the individual or the disabled within the service provider’s care to use and enjoy housing which may include, but is not to be limited to, a waiver or modification of land use, zoning, or other regulations.

Sec. 14-249. - Applicability.

This Section applies to a certified recovery residence seeking a reasonable accommodation from applicable conditions, policies, procedures, processes, provisions, rules and requirements set forth in the Town Code within the corporate limits of the Town. This Section shall not supersede any declaration of covenants, conditions, or restrictions of a condominium, cooperative, or homeowners’ association governed by *Chapters 718, 719, or 720, Florida Statutes*.

Except for the seeking of a reasonable accommodation, the review and approval of a certified recovery residence is governed by the applicable conditions, policies, procedures, processes, provisions, rules and requirements set forth in the Town Code.

Sec. 14-250. – Application for Reasonable Accommodations.

(a) *Application*. Applications for a reasonable accommodation under this Section from the applicable conditions, policies, procedures, processes, provisions, rules and requirements of the Town Code that may hinder the establishment of a certified recovery residence shall be made in writing to the Town of Dundee Development Services Department on a form provided by the Town and shall, at a minimum, provide the following information:

1. The name and contact information of the applicant making the request. If the applicant is not the certified recovery residence administrator who will be actively managing the certified recovery residence, the administrator’s name, contact information, and a copy of the administrator’s certification must also be provided. If the applicant is not the owner of the property where the reasonable accommodation is being requested, then the contact information for the owner must be included;
2. The location where the reasonable accommodation is requested, including the address and applicable parcel identification number;

3. A description of the reasonable accommodation(s) requested, identifying the applicable conditions, policies, procedures, processes, provisions, rules and requirements of the Town Code for which the applicant needs reasonable accommodation(s), and why the reasonable accommodation(s) are necessary;

4. Certification stating the following:

I certify, under penalty of perjury, that the information provided in this application is true and correct. I understand that, if I knowingly provide false information with this request, my request shall become null and void;

5. Any additional information or documentation which the applicant feels is necessary to support the request for reasonable accommodation(s);

6. Copy of the applicable certificate of compliance; and

7. The signature of the applicant and date.

(b) Confidential Information. Applications for a reasonable accommodation under this Section should not include information or records specific and personal to any individual's medical diagnosis, prognosis, history, or treatment. Provided however, should the information provided by the applicant to the Town include medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled, such disabled may, at the time of submitting such medical information, request that the Town, to the extent allowed by applicable law, treat such medical information as confidential information of the disabled. The Town shall thereafter endeavor to provide written notice to the disabled, and/or their representative, of any request received by the Town for disclosure of the medical information or documentation which the disabled has previously requested be treated as confidential by the Town. The Town will cooperate with the disabled, to the extent allowed by applicable law, in actions initiated by such individual to oppose the disclosure of such medical information or documentation, but the Town shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the disabled.

(c) Review Process. The Town Representative shall have the authority to consider and act on application(s) for reasonable accommodation(s), recertification of an approved reasonable accommodation, and amendment to an approved reasonable accommodation.

1. Upon receipt of an application for reasonable accommodation(s), which shall be submitted on the form provided by and submitted to the Town of Dundee Development Services Department, the application shall be date-stamped;

i. The Town Representative may determine that additional information is necessary in order to reach a determination on an application for reasonable accommodation(s); and, in the event a request for additional information is required to process the application, the Town Representative shall notify the applicant in writing (hereafter the "Written Notice") within 30 days following receipt of the application for reasonable accommodation(s) that additional information and/or the required minimum information was not submitted;

ii. The Written Notice shall identify the documents and/or information necessary to process the application;

iii. The applicant shall provide the requested documents and/or information identified in the Written Notice within 30 days; and

iv. If the applicant fails to provide the identified documents/information necessary to process the application within the above-referenced timeframe, the Town Representative shall issue a written notice advising that the applicant failed to timely submit the additional information and therefore the application for reasonable accommodation(s) shall be deemed abandoned and/or withdrawn and no further action by the Town with regard to said reasonable accommodation(s) application shall be required.

2. Within sixty (60) days of receipt of a completed application for reasonable accommodation(s), the Town Representative shall issue a written determination approving, approving with conditions, or denying the application for reasonable accommodation(s);

3. In the event additional information is requested by the Town Administrator, the 60-day time frame for issuing a written determination shall be extended by 30 days;

4. In reviewing the application for reasonable accommodation(s), the Town Representative may conduct site visit(s) and/or utilize Town consultant(s) in issuing a determination; and

5. If a written determination is not issued within 60 days after the receipt by the Town of a completed application for reasonable accommodation(s), the application shall be deemed approved unless the time periods specified in this Article have been extended by mutual agreement of the parties with such extension confirmed in writing.

Sec. 14-251. – Review Criteria.

(a) Decisions on an application for reasonable accommodation(s) under this Article shall be based on making the minimum reasonable accommodation necessary to accomplish the

purpose of the request and meet the requirements of the *Fair Housing Amendments Act of 1988*, the *Americans with Disabilities Act*, and *Chapter 2025-182, Laws of Florida*.

(b) The applicant shall be required to establish that the operator and/or administrator of the certified recovery residence is qualified to provide such services and/or housing to qualifying individuals. An operator and/or administrator may establish its qualification by demonstrating that they are certified by the Florida Association of Recovery Residences, National Alliance for Recovery Residences, or other similar nationally recognized accrediting agency for recovery residences.

(c) *Alternative accommodation*. If the Town Representative finds that the applied for accommodation(s) impose an undue financial and/or administrative burden on the Town and/or require a waiver of the Town's land use or zoning regulation(s), the Town Representative may consider, determine, and propose other reasonable alternative accommodation(s) which would effectively meet the applicant's need(s). In considering and proposing other reasonable alternative accommodation(s), the Town Representative shall utilize Town consultants.

(d) *Application Fee(s)*. Each applicant for approval of a reasonable accommodation from the application of conditions, policies, procedures, processes, provisions, rules and requirements set forth in the Town Code shall pay any applicable cost recovery as provided in *Section 8.08.00 of the Land Development Code of Dundee* which includes, but shall not be limited to, an application fee and to help defray the cost to the Town of reviewing the application and making a determination as to whether or not the request for a reasonable accommodation satisfies the review criteria set forth in this Article.

Sec. 14-252. – Determination.

Within sixty (60) days of receipt of a completed application, the Town Representative shall issue a written determination approving, approving with conditions, approving with reasonable alternative accommodation(s), or denying the application for reasonable accommodation(s). If no determination is issued within sixty (60) days of the Town's receipt of a completed application, and no written extension of time and/or other extension of time is applicable, the application shall be deemed approved.

Sec. 14-253. – Appeals.

Pursuant to *Section 8.02.03 of the Land Development Code of Dundee*, the Development Review Special Magistrate shall hear and decide appeals when it is alleged by the applicant and/or disabled that there is an error in any requirement, decision, or determination made by the Town Representative in the administration and enforcement of this Article.

Sec. 14-254. – Enforcement.

(a) Stay of enforcement. While an application for reasonable accommodation(s), or an appeal of a determination on and/or for an application for reasonable accommodations, is pending, the Town shall not enforce the conditions, policies, procedures, processes, provisions, rules and requirements set forth in the Town Code against the applicant.

(b) Revocation. The approval(s) granted under this Article for reasonable accommodation(s) may be revoked or modified, as follows:

i. Any approved reasonable accommodation(s) shall be deemed revoked if the applicant or the property upon which the accommodation is granted is found in violation of any conditions of the approval granting the reasonable accommodation(s) by a court of law or by the special magistrate hearing code enforcement cases;

ii. The failure to obtain state certification(s), required state license(s), or the failure to maintain state certification(s), required state license(s), or alternate certification(s) permitted by this Article, shall result in revocation of the reasonable accommodation(s) and cessation of operations within sixty (60) days of termination of the license(s) and/or certification(s); and

iii. The Town shall provide 30-days' written notice of any proposed revocation.

(c) Expiration of approvals. The approval(s) of and/or for reasonable accommodation(s) shall expire within one hundred eighty (180) days if not implemented and/or acted upon by the applicant.

(d) Reinstatement. If the certificate of compliance is reinstated within one hundred eighty (180) days of revocation, the accommodation(s) may be reinstated administratively by the Town Representative.

Sec. 14-255. – General Provisions.

The general provisions set forth in this Section shall be applicable to this Article, as follows:

(a) Calculation of Time. The calculation of the number of days that have passed during any time period prescribed by this Article shall be based on Calendar Days (unless specified otherwise in this Article). Unless otherwise specified in this Article, the calculation of the number of days that have passed during any time period prescribed in or by this Article shall commence on the day immediately following the event triggering such time period. For purposes of this Article, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Article expires and/or falls on a Saturday, Sunday or Town recognized holiday, said expiration and/or deadline shall be

automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

(b) For purposes of this Article, *business days* shall mean each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

(c) For purposes of this Article, *calendar days* and/or *days* shall mean any day in a 365-day calendar.

(d) *Date of receipt.* For purposes of this Article, an e-mail and/or submittal(s) sent electronically and received by the Town Representative on or before 12:00 PM on a Business Day shall be deemed to have been received on the Business Day which the e-mail and/or submittals were sent. In the event an e-mail and/or submittal(s) are sent electronically and received by the Town Representative on or after 12:01 PM on a Business Day, the e-mail and/or submittals shall be deemed to have been received on the next Business Day.

(e) A reasonable accommodation is specific to the applicant and shall not run with the land.

(f) A reasonable accommodation shall not excuse and/or waive an applicant's obligation to adhere to and comply with applicable law.

(g) *Public Notice of availability of reasonable accommodation(s).* The Town shall display a notice in the Town's public notice bulletin board (and shall maintain copies available for review in the Development Services Department and the Office of the Town Clerk), advising the public that the disabled and qualifying entities may request a reasonable accommodation as provided in this Article.

Town of Dundee, Florida
Business Impact Estimate
§166.041(4), Fla. Stat. (2024)

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

On October 1, 2024, Senate Bill 1628 (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023).

This *Town of Dundee Business Impact Estimate* (“BIE”) is provided in accordance with Section 166.041(4), Florida Statutes (2024); and Section 166.041(a) of the Florida Statutes states, in pertinent part, as follows:

Before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a *business impact estimate* in accordance with this subsection. The *business impact estimate* **must be** posted on the municipality’s website *no later than the date the notice of proposed enactment is published pursuant to paragraph (3)(a)*¹ and must include all of the following:

1. A summary of the Ordinance, including a statement of the *public purpose* to be served by the Ordinance, such as serving the public health, safety, morals, and welfare of the *Town of Dundee, Florida*.
2. An *estimate of the direct economic impact* of the Ordinance on *private, for-profit businesses in the Town of Dundee, Florida*, including the following, if any:
 - a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;
 - b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and
 - c. An *estimate of the municipality’s regulatory costs*, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.
4. Any additional information the *Town Commission of the Town of Dundee* determines may be useful.

If one (1) or more boxes are checked below, this means the *Town of Dundee* is of the view that a *business impact estimate* is not required pursuant to applicable Florida law; however, the *Town of Dundee* is, nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *Town of Dundee Ordinance No. 25-03*(hereafter the “Ordinance”).

¹ Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to §166.041(3)(c), *Fla. Stat. (2024)*.

This BIE may be revised following its initial posting.

- ☒ The Ordinance is required for compliance with Federal or State law or regulation;
- ☐ The Ordinance relates to the issuance or refinancing of debt;
- ☐ The Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the *Town of Dundee, Florida*;
- ☐ The Ordinance is an emergency ordinance;
- ☐ The Ordinance relates to procurement; or

The Ordinance is enacted to implement the following:

- a. *Development orders and development permits*, as those terms are defined in §163.3164, *Florida Statutes (2024)*, and *development agreements*, as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220 – 163.3243, *Florida Statutes (2024)*;
- b. Comprehensive plan amendments and land development regulation amendments *initiated by an application by a private party other than the municipality*;
- b. §§ 190.005 and 190.046, *Florida Statutes (2024)*;
- c. §553.73, *Florida Statutes (2024)*, relating to the Florida Building Code; or
- d. §633.202, *Florida Statutes (2024)*, relating to the Florida Fire Prevention Code.

Notwithstanding the identified and noted exemption(s) above, if applicable, pursuant to the provisions of §166.041(4), *Florida Statutes (2024)*, and applicable Florida law, the *Town of Dundee* hereby publishes the following information:

1. Summary of the Ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance establishes local regulations and procedures for Certified Recovery Residences operating within the Town of Dundee. It also establishes a formal process for individuals and entities to request a reasonable accommodation, as required under:

- Chapter 2025-182, Laws of Florida
- Section 397.487(15), *Florida Statutes (2025)*

The ordinance creates Article VII, Chapter 14 of the Town's Code of Ordinances and provides guidelines for receiving, processing, and deciding requests for reasonable accommodation relating to zoning, occupancy, spacing, and similar regulatory matters.

This ordinance serves the following public purposes:

- Ensures local compliance with recently enacted state law.
- Establishes a clear and predictable process for individuals seeking reasonable accommodations under the Americans with Disabilities Act (ADA) and Fair Housing Act (FHA).
- Ensures recovery residences operate safely and in accordance with state certification standards.
- Promotes transparency, administrative consistency, and fairness in Town decision-making processes.
- Reduces the risk of legal disputes by providing structured and documented procedures.

2. An estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the *Town of Dundee, Florida*, if any:

The ordinance does not impose direct financial burdens on businesses under normal circumstances.

Potential impacts include:

- Certified recovery residences may experience administrative obligations related to submitting documentation required by the state or to request a reasonable accommodation.
- Applicants may incur costs associated with preparing a reasonable accommodation request (e.g., consultant fees), but these costs are voluntary and based on their chosen representation.
- The ordinance does *not* impose licensing fees, impact fees, or new recurring charges by the Town.
-

Existing recovery residences that already comply with state certification laws are expected to see minimal economic impact.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed *Town of Dundee Ordinance No. 25-08*:

Only small businesses operating certified recovery residences or similar housing may be affected. Impacts may include:

- Additional administrative steps for compliance with state rules.
- Possible need to submit reasonable accommodation requests for zoning or land-use deviations.

No indirect impacts are anticipated for unrelated small businesses.

4. Additional information the *Town Commission of the Town of Dundee* deems useful (if any):

This ordinance promotes transparency, fairness, and consistency in how recovery residences and reasonable accommodation requests are handled. It is not expected to create significant economic hardship for businesses or the community.



Meeting Agenda Coversheet

MEETING DATE:		December 9, 2025		Submitted By: Ken Cassel, Town Manager	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Adoption of Ordinance Amending Sections 54-3 and 54-8 of the Town Code and Article 9 of the Land Development Code Relating to Equivalent Residential Connections (ERCs)			
STAFF RECOMMENDATION: (MOTION READY)		Staff recommends approval of the ordinance amending Sections 54-3 and 54-8 of the Town Code and Article 9 of the Land Development Code relating to Equivalent Residential Connections and potable water utility capacity planning.			
SUMMARY and/or JUSTIFICATION:		The proposed ordinance amends Sections 54-3 and 54-8 of the Town of Dundee Code of Ordinances and Article 9 of the Land Development Code to revise the Town's ERC definitions, calculations, and application procedures. These amendments ensure more accurate evaluation of water system impacts associated with new development, redevelopment, and capital planning. The ordinance also updates applicable cross-references and incorporates new statutory or regulatory considerations.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
		X			
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Ordinance 25-09 attached Exhibit A Exhibit B Business Impact Estimate			
SELECT, if applicable		RESOLUTION:		ORDINANCE: 25-09	
				X	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>		AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO EQUIVALENT RESIDENTIAL CONNECTION(S) IN AND/OR FOR EVALUATING CAPITAL FACILITY NEEDS IN PROVIDING POTABLE WATER UTILITY SERVICE(S); AMENDING SECTIONS 54-3 AND 54-8 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA; AMENDING ARTICLE 9 OF THE TOWN OF DUNDEE LAND DEVELOPMENT CODE; AND UPDATING AND AMENDING APPLICABLE CROSS-REFERENCES; PROVING FOR THE INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR AUTHORITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR A BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):		There is no financial impact as a result			\$0.00

ORDINANCE NO. 25-09

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO EQUIVALENT RESIDENTIAL CONNECTION(S) IN AND/OR FOR EVALUATING CAPITAL FACILITY NEEDS IN PROVIDING POTABLE WATER UTILITY SERVICE(S); AMENDING SECTIONS 54-3 AND 54-8 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA; AMENDING ARTICLE 9 OF THE TOWN OF DUNDEE LAND DEVELOPMENT CODE; AND UPDATING AND AMENDING APPLICABLE CROSS-REFERENCES; PROVING FOR THE INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR AUTHORITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR A BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Florida Legislature has enacted the *Local Government Comprehensive Planning and Land Development Regulation Act* (F.S. Ch. 163, Part II) which mandates the preparation of comprehensive plans and land development codes for all units of local government; and

WHEREAS, *Sections 163.3161–163.3215, Florida Statutes*, the *Community Planning Act*, empowers and mandates the Town to plan for future development, growth, and adopt and/or amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the Town; and

WHEREAS, *Section 163.3177(6)(c), Florida Statutes (2025)*, requires local governments, except where specifically exempted, to identify alternative water supply projects and traditional water supply projects and conservation and reuse necessary to

meet the water needs within the local government's jurisdiction, and include a work plan for building public, private, and regional water supply facilities, including development of alternative water supplies, necessary to serve existing and new development; and

WHEREAS, pursuant to *Section(s) 163.3184 and 166.041, Florida Statutes (2025)*, the *Town of Dundee Planning and Zoning Board* (the "Board"), serving as the Local Planning Agency designated by the Town, and the Town Commission have held duly noticed public meeting(s) and hearing(s) on the proposed amendments (the "Amendments") to the *Code of Ordinances of the Town of Dundee, Florida* and *Land Development Code of the Town of Dundee, Florida* (collectively referred to as the "Code"); and

WHEREAS, the Amendments are attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

WHEREAS, on May 14, 2024, at a duly noticed public hearing, the Town Commission of the Town of Dundee, Florida (the "Town Commission"), passed and adopted *Town of Dundee Ordinance No. 23-10* which amended the *Town of Dundee 2030 Comprehensive Plan* (the "TOD Plan") and the Town's adopted *levels of service (LOS)* for potable water from 140 GPD to 115 GPD; and

WHEREAS, on June 24, 2025, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Resolution No. 25-21* (the "Resolution"); and

WHEREAS, a copy of the Resolution is attached hereto as **Composite Exhibit "B"** and incorporated herein by reference; and

WHEREAS, the Resolution authorized, directed, and supported any necessary amendment(s) to the TOD Plan, *Code of Ordinances of the Town of Dundee, Florida* and/or *Land Development Code of Dundee* in order for the Town to adopt an LOS standard of 250 GPD attributable to an *equivalent residential connection (ERC)* for purposes of evaluating the capital facility needs in providing potable water utility service(s); and

WHEREAS, the Resolution (see **Composite Exhibit "B"**) authorized the Town Manager to take any and all necessary further action(s) to effectuate the intent of the Resolution which included, but was not to be limited to, executing the applicable and approved form entitled *Town of Dundee Certification of Sufficient Potable Water Capacity* on behalf of the Town; and

WHEREAS, pursuant to applicable Florida law which includes, but is not limited to, *Section(s) 163.3184 and 166.041, Florida Statutes*, the public meeting(s) and hearing(s) of the Board and Town Commission on and/or for the Amendments (see

Composite Exhibit “A”) were advertised and held with due public notice in order to obtain public comment, consider any written comments, and/or consider any oral comments received during the public hearing(s); and

WHEREAS, pursuant to applicable Florida law, all statutory, substantive, and procedural requirements have been satisfied for the adoption of this **Ordinance No. 25-09** by the Town Commission; and

WHEREAS, in the exercise of its legislative authority, the Town Commission has determined it is in the best interests of the health, safety and welfare of the citizens and residents of the Town of Dundee, Florida, and consistent and in accordance with applicable Florida law to amend the Code in order for the Town to adopt an LOS standard of 250 GPD attributable to an ERC for purposes of evaluating the capital facility needs in providing potable water utility service(s); and

WHEREAS, on June 26, 2025, CS/CS/SB 180 (the “Bill”) was signed into law by the Governor and codified in *Chapter 2025-190, Laws of Florida*; and

WHEREAS, the Bill provides, in pertinent part, that each county listed in the Federal Disaster Declaration for *Hurricane Debby (DR-4806)*, *Hurricane Helene (DR-4828)*, or *Hurricane Milton (DR-4834)*, and each municipality within one (1) of those counties, **may not** propose or adopt **before October 1, 2027**, any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; more restrictive or burdensome amendments to its comprehensive plan or land development regulations; and/or more restrictive or burdensome procedures concerning review, approval, or issuance of a *site plan*, *development permit*, or *development order*, to the extent that those terms are defined by *Section 163.3164, Florida Statutes*; and

WHEREAS, on **December 9, 2026**, at a duly noticed public meeting, the Town Commission determined and found that the Amendments (see **Composite Exhibit “A”**) and/or provisions of this **Ordinance No. 25-09**, which are required in order to effectively and strategically plan for the unprecedented residential growth and development of land within the corporate limits of the Town of Dundee, Florida, **do not** impose *more restrictive* and/or *more burdensome* regulation(s) or procedure(s) on construction, reconstruction, or redevelopment of property; and

WHEREAS, on **January 13th, 2026**, at a duly noticed public hearing, the Town Commission determined that this **Ordinance No. 25-09** amending the Code promotes the public health, safety, and general welfare of the community and found that the passage and enactment of this **Ordinance No. 25-09** is consistent with the *Town of Dundee 2030 Comprehensive Plan*; and

WHEREAS, the Town Commission finds that the approval and adoption of this

Ordinance No. 25-09 is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land, resources, water, and environmentally sensitive resources that exist within the corporate limits of the Town of Dundee, Florida; and this **Ordinance No. 25-09** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Ordinance No. 25-09**, and the *Town Commission of the Town of Dundee, Florida*, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Ordinance No. 25-09**.

Section 2. Amendments.

The *Code of Ordinances, Town of Dundee, Florida* and *Land Development Code of the Town of Dundee, Florida* (hereafter collectively referred to as the "Town Code"), are hereby amended as set forth in **Composite Exhibit "A"** attached hereto and made a part hereof by reference (provisions deleted are shown as ~~strike through~~ and provisions added are shown as underlined).

The *Town Commission of the Town of Dundee, Florida* (hereafter the "Town Commission") hereby ratifies its passage and adoption of *Town of Dundee Resolution No. 25-21*, which is attached hereto as **Composite Exhibit "B"** and incorporated herein by reference, and further approves and adopts the proposed amendment(s), revision(s), and amended/updated cross-references to and/or for the Town Code (hereafter the "Amendments") (see **Composite Exhibit "A"**) in accordance with applicable Florida law which includes, but shall not be limited to, *Section 163.3202, Florida Statutes (2025)*.

Section 3. Authority.

This **Ordinance No. 25-09** is enacted pursuant to *Chapter 163, Part II, Florida Statutes*, as amended; the *Municipal Home Rule Powers Act* (F.S. Chapter 166); and *Article VIII, §2 of the Florida Constitution*.

Section 4. Conflicts.

All ordinances and resolutions in conflict herewith are hereby repealed but only to

the extent necessary to give this **Ordinance No. 25-09** full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the *Town of Dundee 2030 Comprehensive Plan* and/or *Code of Ordinances, Town of Dundee, Florida*, unless such repeal is explicitly set forth herein.

Section 5. Severability.

The provisions of this **Ordinance No. 25-09** are severable. If any section, subsection, sentence, clause, phrase of this **Ordinance No. 25-09**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Ordinance No. 25-09**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Ordinance No. 25-09** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Ordinance No. 25-09** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Ordinance No. 25-09** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Ordinance No. 25-09**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Ordinance No. 25-09**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Ordinance No. 25-09** may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Ordinance No. 25-09** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 7. Codification.

It is the intent of the Town Commission that the provisions of Section 2 to this **Ordinance No. 25-09** shall be codified as and become and be made a part of the Town Code. The implementing sections of this Ordinance, Sections 1, 3, 4, 5, and 6, are not

intended to be codified; however, the code codifier is granted liberal authority to codify the provisions of this **Ordinance No. 25-09**.

Section 7. Business Impact Estimate.

Pursuant to *Section 166.041(4), Florida Statutes (2024)*, before the passage and enactment of this **Ordinance No. 25-09**, the Town of Dundee, Florida, may be required to prepare a *business impact estimate* (the “Impact Estimate”) in order to determine the estimated direct economic impact, if any, which this **Ordinance No. 25-09** and the Amendments (see **Composite Exhibit “A”**) have on private, for-profit, businesses located within the corporate limits of the Town of Dundee, Florida.

Pursuant to applicable Florida law, the Town of Dundee, Florida, prepared the Impact Estimate which is attached hereto as **Exhibit “C”** and made a part hereof by reference; and, pursuant to the Impact Estimate, the Town of Dundee, Florida, determined that this **Ordinance No. 25-09** and the Amendments (see **Composite Exhibit “A”**) have no estimated direct economic impact on private, for-profit businesses located within the corporate limits of the Town of Dundee, Florida.

Section 8. Effective Date.

This **Ordinance No. 25-09** shall become effective immediately upon its passage and adoption after Second and Final Reading.

Pursuant to *Section 163.3213, Florida Statutes (2025)*, within twelve (12) months following the effective date of this **Ordinance No. 25-09**, a person whose interests are adversely affected by this **Ordinance No. 25-09** may file a petition with the Florida Department of Commerce in order to challenge this **Ordinance No. 25-09**.

Pursuant to applicable Florida law, no development orders, development permits, or land uses dependent on the Amendments (see **Composite Exhibit “A”**) may be issued or commence before it has become effective.

INTRODUCED AND PASSED on first reading and public hearing with a quorum present and voting at the meeting of the Town of Dundee Town Commission duly assembled, held this 9th day of December, 2025.

PASSED AND FINALLY ADOPTED on second reading and adoption public hearing with a quorum present and voting at the meeting of the Town of Dundee Town Commission duly assembled on this 13th day of January, 2026.

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**TOWN OF DUNDEE
TOWN COMMISSION**

Sam Penant, Mayor

ATTEST:

Erica Anderson, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

ORDINANCE NO. 25-09
COMPOSITE EXHIBIT “A”

ORDINANCE NO. 25-09
COMPOSITE EXHIBIT “B”

ORDINANCE NO. 25-09

EXHIBIT "C"

TOWN OF DUNDEE

EXHIBIT "A" ORDINANCE 25-09

Provisions being deleted are shown as ~~strikethrough~~ and
provisions being added are shown as underlined

Section 1. *Chapter 54 of the Code of Ordinances of the Town of Dundee, Florida, is amended to read (language stricken is shown as ~~strikethrough~~ text; language added is shown as underlined text):*

PART II – CODE OF ORDINANCES CHAPTER 54 – UTILITIES ARTICLE I. – IN GENERAL

Sec. 54-3. – Definitions.

Equivalent residential connection (ERC) shall mean a unit of measurement of water and wastewater service used to determine water and wastewater service capacity usage and connection fees for a new development/improvement, which reduces all classes of utility system users to a common denominator, such as a standard single-family dwelling unit. One ERC equates to ~~360~~ 250 gallons per day (GPD) of water used and 270 GPD of wastewater generated. The ERCs for a new user of the Town of Dundee-owned water and/or wastewater system shall be determined by the Town of Dundee as the method by which a new user pays the fair share of the costs for the new use.

Sec. 54-8. – Connection fees.

- (a) *[General.]* There shall be paid by all users connecting to the Town of Dundee utility system(s) including water and wastewater at the time an application is made for every type of building permit or mobile home setup permit, connection fees as provided in the schedule attached hereto as Attachment A, titled: "2022 Residential Water and Sewer Usage, ERC Values, and Connection Fees" and incorporated herein by reference.
- (b) *Basis for determination.* All connection fees, as set forth in Attachment A, titled: "2022 Residential Water and Sewer Usage, ERC Values, and Connection Fees" of this section, and Attachment B, titled "2022 Non-Residential Uses" of Ordinance 22-02 which is attached hereto and incorporated herein by reference, shall be paid by the user for the user's *pro rata* share of the reasonably anticipated costs of expansion, where expansion is reasonably required, and/or the user's fair share of the costs for the new use or impact on the system. The connection fees shall be determined by the Town of Dundee on the basis of the number of equivalent residential connections (ERC's).

- (c) *[Common denominator.]* An ERC equates all classes of residential utility users to a common denominator as listed in Attachment A which is attached hereto and incorporated herein by reference. The town commission of the Town of Dundee hereby adopts the connection fees for residential and non-residential water and wastewater usage as listed in Attachment A and Attachment B, which are attached hereto and incorporated herein by reference.
- (d) *Exceptions:* Where an establishment proposed for connection into the town's utility wastewater system either water and/or wastewater does not conform to any of the user classes defined in Attachment A or Attachment B, the applicant may submit detailed water consumption records for similar establishments. These records may be used at the sole discretion of the town, to determine the number of equivalent residential connections (ERCs) upon which the connection fee shall be based. For purposes of this Chapter, an ERC shall not exceed 250 GPD.
- (e) *Minimum charge:* Each non-residential/commercial use, unit, or establishment shall have the value(s) set forth by Attachment B. No non-residential/commercial use, unit, or establishment shall have a minimum value less than 1.0 ERC, or 1.0 ERC per water meter.

Section 2. *Article 9 of the Land Development Code of the Town of Dundee, Florida, is amended to read (language stricken is shown as strikethrough text; language added is shown as underlined text):*

PART III – LAND DEVELOPMENT CODE ARTICLE 9 – DEFINITIONS

For the purposes of this Code, the following terms shall have the meanings set forth below. Included are pertinent definitions adopted in the comprehensive plan, in addition to others applicable to this Code but not covered in the plan. It is the intent of this article to incorporate comprehensive plan definitions in substantially the same form in which they were adopted, although some terms may be defined here in a more detailed or restrictive manner. In the event a comprehensive plan amendment conflicts with a definition contained herein, the definition in the comprehensive plan shall take precedence, and shall be incorporated into this Code by reference.

. . .

Equivalent residential connection (ERC) shall mean a unit of measurement of water and wastewater service used to determine water and wastewater service capacity usage and connection fees for a new development/improvement, which reduces all classes of utility system users to a common denominator, such as a standard single-family dwelling unit. One ERC equates to ~~360~~ 250 gallons per day (GPD) of water used and 270 GPD of wastewater generated. The ERCs for a new user of the Town of Dundee-owned water and/or wastewater system shall be

determined by the Town of Dundee as the method by which a new user pays the fair share of the costs for the new use.

**ATTACHMENT A
to EXHIBIT “A”
Ordinance No. 25-09**

2022 RESIDENTIAL WATER AND WASTEWATER USAGE, ERC VALUES, AND CONNECTION FEES

RESIDENTIAL WATER CONNECTION FEES			
Meter Size	Gallons Per Day (GPD) Demand	Connection Fee Factor	Utility Connection Fee¹
Single Family	360 <u>250</u>	1.00	\$2,408.40
Multi-Family Units Including Apartments, Condos, Duplexes	240	0.67	\$1,613.63
Mobile Homes	360 <u>250</u>	1.00	\$2,408.40
Recreational Vehicles	198	0.55	\$1,324.62

¹ For new water and wastewater connections made outside of the Town of Dundee’s corporate boundaries, the Town of Dundee may specifically charge and collect any surcharge permitted by general law.

**ATTACHMENT A
to EXHIBIT “A”
Ordinance No. 25-09**

RESIDENTIAL WASTEWATER CONNECTION FEES			
Meter Size	Gallons Per Day (GPD) Demand	Connection Fee Factor	Utility Connection Fee
Single Family	250	1.00	\$3,068.00
Multi-Family Units Including Apartments, Condos, Duplexes	180	0.72	\$2,209.00
Mobile Homes	250	1.00	\$3,068.00
Recreational Vehicles	140	0.56	\$1,718.00

**ATTACHMENT B
to EXHIBIT “A”
Ordinance No. 25-09**

2022 NON-RESIDENTIAL USES

Non-residential Water Connection Fees		
Meter Size	Water Meter Size Factor [¹]	Water Connection Fee*
5/8-Inch	1.0	\$2,408.40
1-inch	2.5	\$6,021.00
1.5-inch	5.0	\$12,042.00
2-inch	8.0	\$19,267.20
3-inch	15.0	\$36,126.00
4-inch	25.0	\$60,210.00
6-inch	50.0	\$120,420.00
<u>An ERC equates all classes of utility users to a common denominator of 250 gallons.</u>		

¹ Established pursuant to AWWA meter size flow factors, from the M6 manual.

* For new water and wastewater connections made outside of the Town of Dundee's corporate boundaries, the Town of Dundee may specifically charge and collect any surcharge permitted by general law.

**ATTACHMENT B
to EXHIBIT “A”
Ordinance No. 22-02**

Non-residential Wastewater Connection Fees		
Meter Size	Water Meter Size Factor [²]	Water Connection Fee*
5/8-Inch	1.0	\$3,068.00
1-inch	2.5	\$7,670.00
1.5-inch	5.0	\$15,340.00
2-inch	8.0	\$24,544.00
3-inch	15.0	\$46,020.00
4-inch	25.0	\$76,700.00
6-inch	50.0	\$153,400.00

² Established pursuant to AWWA meter size flow factors, from the M6 manual.

* For new water and wastewater connections made outside of the Town of Dundee's corporate boundaries, the Town of Dundee may specifically charge and collect any surcharge permitted by general law.

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RESOLUTION NO. 25-21

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, MEMORIALIZING ITS AUTHORIZATION AND SUPPORT FOR THE TOWN TO PROCESS AMENDMENT(S) TO THE TOWN OF DUNDEE 2030 COMPREHENSIVE PLAN, THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA, AND THE LAND DEVELOPMENT CODE OF DUNDEE ADOPTING AN LEVEL OF SERVICE (LOS) STANDARD OF 250 GPD ATTRIBUTABLE TO AN EQUIVALENT RESIDENTIAL CONNECTION (ERC); PROVIDING FOR THE INCORPORATION OF FACTUAL RECITALS; AUTHORIZING THE TOWN MANAGER OR HER/HIS AUTHORIZED DESIGNEE TO TAKE ANY NECESSARY FURTHER ACTIONS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, *Section 163.3177(6)(c), Florida Statutes (2024)*, requires local governments, except where specifically exempted, to identify alternative water supply projects and traditional water supply projects and conservation and reuse necessary to meet the water needs within the local government's jurisdiction, and include a work plan for building public, private, and regional water supply facilities, including development of alternative water supplies, necessary to serve existing and new development; and

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WHEREAS, on February 27, 2024, the Town Commission of the Town of Dundee (the “Town Commission”) adopted *Town of Dundee Resolution No. 24-02* accepting and approving the *CHA Memorandum Riner Water Treatment Plant Capacity Evaluation, January 9, 2024* (the “Memorandum”); and

WHEREAS, the Memorandum was prepared by *CHA Consulting, Inc.*, and provided a comprehensive evaluation of the Town’s water distribution network in order to identify and plan for improvements necessitated by and/or through concurrency management, substandard infrastructure, and new growth within the corporate limits of the Town of Dundee, Florida; and

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

WHEREAS, the Memorandum (see **Exhibit “A”**) estimated the Town’s potable water demand for each development unit to total *290 gallons per day (GPD)* which was based on an assumed value of *2.53 persons per household (PPH)* multiplied by a potable water demand of *114.7 gallons per capita day (GPCD)*; and

WHEREAS, pursuant to *Section 163.3180(1)(b), Florida Statutes (2024)*, a local government comprehensive plan must demonstrate, for required or optional concurrency requirements, that the *levels of service (LOS)* adopted can be reasonably met; and

WHEREAS, pursuant to *Section 163.3180(5), Florida Statutes (2024)*, local governments are required to use professionally accepted studies to evaluate the appropriate LOS, and local governments are also required to use professionally accepted techniques for measuring LOS levels when evaluating potential impacts of a proposed development; and

WHEREAS, on May 14, 2024, at a duly noticed public hearing, the Town passed and adopted *Town of Dundee Ordinance No. 23-10* (the “Town Ordinance”) which amended the *Town of Dundee 2030 Comprehensive Plan* (the “Comprehensive Plan”); and

WHEREAS, the Ordinance amended the Comprehensive Plan based on and/or pursuant to the *Town of Dundee Ten-Year Water Supply Facilities Work Plan* (the “Water Supply Plan”) which was attached to the Ordinance as an exhibit; and

WHEREAS, the Water Supply Plan was developed to not only satisfy the regulatory requirement(s) set forth in *Chapter 163, Florida Statutes*, and applicable laws of the State of Florida but also to satisfy the requirements and guidelines set forth in the *Regional Water Supply Plan (RWSP)* approved by the Southwest Florida Water Management District (SWFWMD) Governing Board on or about November 2020; and

WHEREAS, copies of the Staff Presentation Dated May 14, 2024, Town Staff Report for the Ordinance, and the Ordinance are attached hereto as **Composite Exhibit “B”** and made a part hereof by reference; and

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WHEREAS, the Water Supply Plan (see **Composite Exhibit “B”**) calculated the Town’s *5-year adjusted average per capita water demand* (GPCD), which is based on the reported average daily water demand and total consumption measured by the Town’s functional population, as 112 GPCD; and

WHEREAS, the Ordinance (see **Composite Exhibit “B”**) amended the Comprehensive Plan in order to acknowledge the Water Supply Plan as a technical support document, as required by the SWFWMD RWSP which was adopted on or about November 2020, and amend the Town’s adopted LOS standard for potable water from 140 GPD to 115 GPD; and

WHEREAS, on September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Ordinance No. 24-09* (the “Moratorium”) establishing a moratorium on and/or for the acceptance and processing of applications for annexations, rezonings, building permits, planned developments, master planned communities, development order(s), and development permit(s); and

WHEREAS, pursuant to the Moratorium, *Section 7.02.03 of the Town of Dundee Land Development Code* (the “LDC”), and applicable provision of the *Code of Ordinances of the Town of Dundee* (the “Code”), a *development order* and/or *development permit* will not be approved by the Town unless a satisfactory concurrency evaluation is performed; and

WHEREAS, pursuant to applicable provision(s) of the Code and LDC, for purposes of evaluating concurrency in the Town’s potable water utility system, an *equivalent residential connection* (ERC) means, in pertinent part, a unit of measurement of water service used to determine water service capacity usage for a new development/improvement, which reduces all classes of utility system users to a common denominator, such as a standard single-family dwelling unit (i.e., an ERC equates to 360 GPD of potable water); and

WHEREAS, on May 20, 2025, the Southwest Florida Water Management District (SWFWMD) held a Governing Board Meeting; and, at that time, SWFWMD *conditionally approved* Consent Agenda Item No. 2.5 which consisted of the Town’s application for the renewal of the *Town Water Use Permit, Permit No. 20005893.014* (the “WUP Renewal”); and

WHEREAS, a copy of the WUP Renewal is attached hereto as **Exhibit “C”** and incorporated herein by reference; and

WHEREAS, the WUP Renewal authorizes an annual average quantity increase from 917,500 GPD to 1,702,700 GPD; and

WHEREAS, the WUP Renewal and increase in the Town’s permitted average daily consumption is predicated on the 2045 demand and a gross per capita daily water use rate of 115 GPD at 2.44 persons per household/residence; and

WHEREAS, pursuant to *Section 163.3177(1)(f), Florida Statutes (2024)*, all mandatory and optional elements of the local government comprehensive plan and plan amendments must be

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based upon relevant and appropriate data and an analysis which may consist of, but is not to be limited to, other data available at the time of adoption of the applicable comprehensive plan or plan amendment; and

WHEREAS, pursuant to *Section 163.3177(1)(f)(2), Florida Statutes (2024)*, original data collection by a local government is not required so long as the data and methodologies are taken from a professionally accepted source; and

WHEREAS, pursuant to *Section 163.3177(4)(a), Florida Statutes (2024)*, coordination of the local comprehensive plan with the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region is required to be a major objective of the local comprehensive planning process; and, to that end, in the preparation of a comprehensive plan or element thereof, and in the comprehensive plan or element as adopted, the governing body shall include a specific policy statement indicating the relationship of the proposed development of the area to the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region, as the case may require and as such adopted plans or plans in preparation may exist; and

WHEREAS, on July 16, 2024, Polk County (the “County”), a political subdivision of the State of Florida, adopted *Polk County Resolution No. 2024-134* (the “Polk Resolution”) which amended utility system water rates and connection fee(s), amongst other things; and

WHEREAS, the amended utility system water rates and connection fee(s), which are the subject of the Polk Resolution, are based on the recommendation(s) set forth in the *Polk County Utilities Utility Rate and Connection Fee Study Final Report, March 2024* (the “Polk Study”); and

WHEREAS, the Polk Study was prepared by *Raftelis Financial Consultants, Inc.* (“Raftelis”) and encompassed 2,010 square miles and an estimated total population of 798,000 (as estimated by the Bureau of Economic and Business Research); and

WHEREAS, pursuant to *Section 163.3180, Florida Statutes (2024)*, and applicable Florida law, the County must establish a LOS standard for each public facility located within the boundary for which the County has authority to issue development orders or development permits which includes, but shall not be limited to, the Town of Dundee, Florida; and

WHEREAS, based on the recommendation(s) set forth in the Polk Study, the Polk Resolution amended the LOS attributable to an *equivalent residential connection* (ERC) to 250 GPD (the “LOS Amendment”) for purposes of evaluating the capital facility needs in providing water utility services; and

WHEREAS, a copy of the LOS Amendment is attached hereto as **Exhibit “D”** and incorporated herein by reference; and

WHEREAS, pursuant to *Policy 2.2.8 of the Comprehensive Plan*, the Town is required to assess annually the performance and effectiveness of the Water Supply Plan in order to maximize the use of existing facilities and provide for future needs; and

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WHEREAS, pursuant to *Section 163.3177(1)(b), Florida Statutes (2024)*, a local government may include, as part of its adopted comprehensive plan, documents adopted by reference but not incorporated verbatim, provided however, that the adoption by reference identify the title and author of the document and indicate clearly what provisions and edition of the document is being adopted; and

WHEREAS, pursuant to applicable Florida law, the Town Commission finds that the Polk Study and Polk Resolution are based upon data and methodologies taken from professionally accepted source(s); and

WHEREAS, pursuant to *Section 163.3177(4)(a), Florida Statutes (2024)*, and applicable Florida law, the Town Commission supports any amendment(s) to the *Town of Dundee 2030 Comprehensive Plan*, *Town of Dundee Code of Ordinances*, and *Town of Dundee Land Development Code* consistent with and/or in coordination with the Polk Study and Polk Resolution as related to the amended LOS standard of 250 GPD attributable to an *equivalent residential connection* (ERC) for purposes of evaluating the capital facility needs in providing potable water utility service(s); and

WHEREAS, for purposes of allocating potable water capacity to and/or for the development(s) that qualify for an exception in accordance with the terms and conditions set forth in the Moratorium, satisfying certain conditions and special conditions set forth in the WUP Renewal (see **Exhibit “C”**), and receiving a *Town of Dundee Certification of Sufficient Potable Water Capacity* (the “Certification”), which will be issued by the Town only upon a satisfactory concurrency evaluation, the Town Commission supports the adoption of the LOS standard of 250 GPD attributable to an *equivalent residential connection* (ERC) which is set forth in the LOS Amendment (see **Exhibit “D”**) and further directs the Town Manager to take all necessary further action(s) to effectuate same; and

WHEREAS, pursuant to *Policy 9.2 of the Comprehensive Plan*, prior to the issuance of a development order, the Town requires confirmation that the required and/or necessary utility services are available or are committed to be available concurrent with completion of the development and/or redevelopment; and

WHEREAS, the Town Commission finds that the Certification is intended to and will provide the required confirmation that potable water utility service(s) are committed to be available concurrent with completion of the subject development and/or redevelopment; and

WHEREAS, the Town of Dundee, Florida, has complied with all requirements and procedures in processing and adopting this **Resolution No. 25-21**; and

WHEREAS, on June 24, 2025, at a duly noticed public meeting, the Town Commission found that the approval of this **Resolution No. 25-21** is intended to not only support the adoption of the LOS standard of 250 GPD attributable to an *equivalent residential connection* (ERC), but

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the approval of this **Resolution No. 25-21** is also intended to approve the form and substance of the Certification attached hereto as **Exhibit "E"** and incorporated herein by reference; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval of this **Resolution No. 25-21** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; and

WHEREAS, on June 24, 2025, the Town Commission found that approval of this **Resolution No. 25-21** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest, the *Town of Dundee 2030 Comprehensive Plan* policies, goals, and objectives; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval of this **Resolution No. 25-21** is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; and this **Resolution No. 25-21** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Factual Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the passage of this **Resolution No. 25-21**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the passage of this Resolution. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this **Resolution No. 25-21**.

Section 2. Commission Support.

The Town Commission of the Town of Dundee, Florida, hereby authorizes, directs, and supports the recommended LOS Amendment (see **Exhibit "D"**) which will amend the *Town of Dundee 2030 Comprehensive Plan*, the *Code of Ordinances of the Town of Dundee, Florida*, and the *Land Development Code of Dundee* and adopt an LOS standard of 250 GPD attributable to an *equivalent residential connection* (ERC) for purposes of evaluating the capital facility needs in providing potable water utility service(s).

Section 3. Authorization.

The Town Manager, or her/his designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 25-21** which includes, but shall not be limited to, processing amendment(s) to the *Town of Dundee 2030 Comprehensive Plan*, the *Code of Ordinances of the Town of Dundee, Florida*, and the *Land Development Code of Dundee*

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in order to adopt LOS standard of 250 GPD attributable to an *equivalent residential connection* (ERC) for purposes of evaluating the capital facility needs in providing potable water utility service(s); obtaining any relevant and appropriate data supporting the aforementioned amendment(s); and, upon confirming that an applicant and/or development has satisfied the applicable potable water concurrency requirements, the Town Manager shall execute the applicable *Town of Dundee Certification of Sufficient Potable Water Capacity* on behalf of the Town of Dundee, Florida.

Section 4. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-21** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 25-21** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 5. Conflicts.

All resolutions in conflict with this **Resolution No. 25-21** are repealed to the extent necessary to give this **Resolution No. 25-21** full force and effect.

Section 6. Severability.

The provisions of this **Resolution No. 25-21** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-21**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 25-21**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 25-21** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 25-21** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-21** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-21**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-21**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 7. Effective Date. This **Resolution No. 25-21** shall take effect immediately upon passage by the Town Commission of the Town of Dundee, Florida.

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READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 24th day of June, 2025.

TOWN OF DUNDEE



Samuel Pennant, Mayor

ATTEST WITH SEAL:



Erica Anderson, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney



Memorandum

CHA SOLUTIONS, INC.
3507 EAST FRONTAGE ROAD, STE. 180
TAMPA, FLORIDA 33706
PHONE: (813) 549-0919

To: Tracy Mercer, Town of Dundee
From: CHA Solutions, Inc.
Date: January 9, 2024
RE: Riner Water Treatment Plant Capacity Evaluation

This item has been digitally signed and sealed by Parsa Pezeshk on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

This report is intended for review by Town of Dundee and other parties as considered necessary by Town of Dundee and CHA Solutions, Inc.



1. Introduction

The Town of Dundee (Town) owns and operates a potable water distribution system with an annual average daily demand (AADD) of approximately 1.00 MGD (based on 2022 monthly operating reports, MORs). The potable water distribution network consists of approximately 49 miles of pipe that distribute potable water from the Town's Hickory Walk and Riner water treatment plants (WTPs) to approximately 1,958 residential and 163 commercial customers. The Town contracted with CHA Consulting, Inc. (CHA) to construct a potable water hydraulic model for the Town's water distribution system, to use the newly developed model to determine the capacity of the existing high-service pump station (HSPS) at the Riner WTP, and to evaluate the system capacity to serve the future Woodland Ranch Estate developments. The hydraulic model developed can serve as a tool for the Town to evaluate water distribution system performance for capital planning purposes to determine improvements needed to accommodate future growth.

2. Woodland Ranch Estates Developments

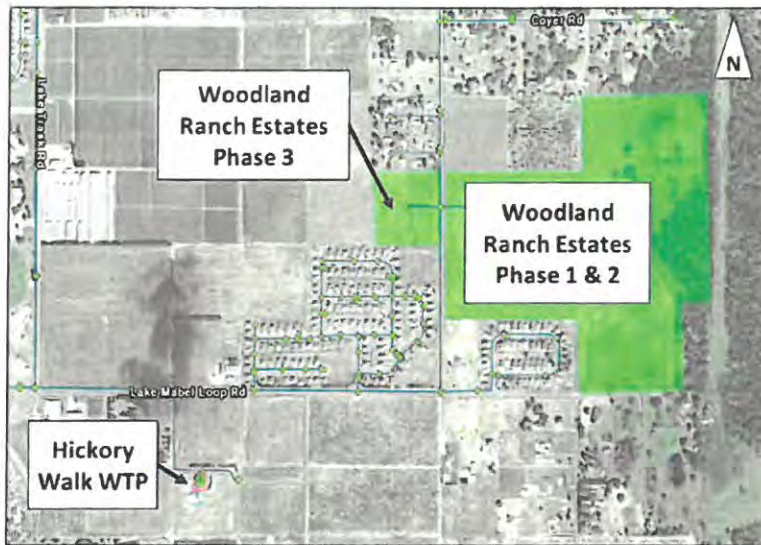
To estimate the demands associated with Woodland Ranch Estates developments, the number of development units was multiplied by an assumed value of 2.53 persons per household (PPH, derived using SWFWMD REQPOP Calculator) to determine the functional population (FP) associated with fully occupied Woodland Ranch Estates developments. The proposed functional population was multiplied by a potable water demand of 114.7 gallons per capita day (gpcd) (based on Town's Public Supply Annual Reports, PSARs) to calculate the associated annual average daily demand (AADD) (see **Table 1**). In this manner, the potable water demand per development unit was calculated to be 290 gpd/unit (2.53 PPH * 114.7 gpcd). **Figure 1** shows the location of Woodland Ranch Estates developments in Town of Dundee.



Table 1. Estimation of Potable Water Demands for Woodland Ranch Estates

Development	No. of Units	FP*	AADD**(gpd)
Woodland Ranch Estates Phases 1 & 2	308	779	89,351
Woodland Ranch Estates Phase 3	36	92	10,552
Woodland Ranch Estates Phases 1, 2, 3	344	871	99,903

* Assumption: 2.53 PPH
 ** Assumption: 114.7 gpcd

**Figure 1. Location of Woodland Ranch Developments in Town of Dundee**

3. Hydraulic Model Development

A hydraulic model for the Town's water distribution system was constructed in Autodesk InfoWater Pro hydraulic modeling software. Most of the pipe information was extracted from *DiamondMaps™* (the online platform that the Town uses to document and track the system infrastructure). Several missing pipes were identified during model development and were added based on discussions with Town's operational staff according to their knowledge of the system. The customer meters in the potable water system were geocoded based on the customer meter data shared by the Town and the associated demands were allocated in the hydraulic model. The length distribution of potable pipes according to diameter is shown in **Table 2**. There are two (2) WTPs that supply potable water to the system: Hickory Walk and Riner. The parameters related to each WTP (high service pumps, HSP; ground storage tanks, GST) are summarized in **Table 3**. The curves for the pumps at Hickory Walk HSPs were adjusted based on SCADA flow, pressure, and speed data (see **Appendix B**). The curve for the pumps at Riner HSPs was confirmed using the SCADA pressure and speed data (flows are not recorded by SCADA system at Riner). The pump parameters for potable water HSPs are shown in **Table 4**. The Town's potable water distribution system pipe network is shown in **Figure 2**. The pump curves used in the hydraulic model for Hickory Walk and Riner WTP HSPs are shown in **Figure 3** and **Figure 4**, respectively.



Table 2. Potable Water Distribution System Pipes and Length Summary

Diameter (in)	Length (ft)	Length (mi)
1	656	0.1
2	39,901	7.6
4	9,140	1.7
6	103,096	19.5
8	18,353	3.5
10	82,162	15.6
12	4,352	0.8
20	2,453	0.5
Total Length =	260,113	49

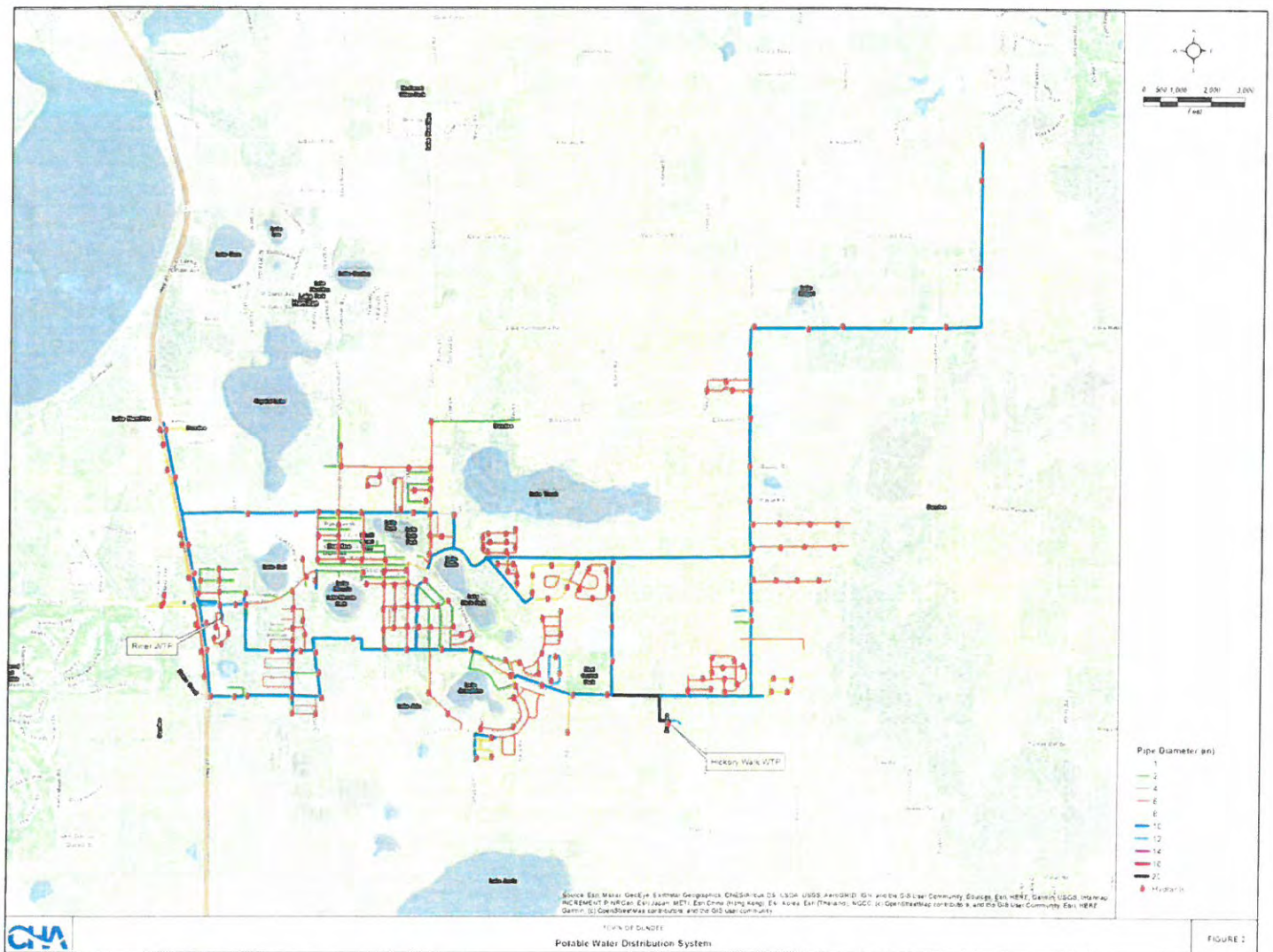
Table 3. Water Treatment Plants: Summary of Parameters

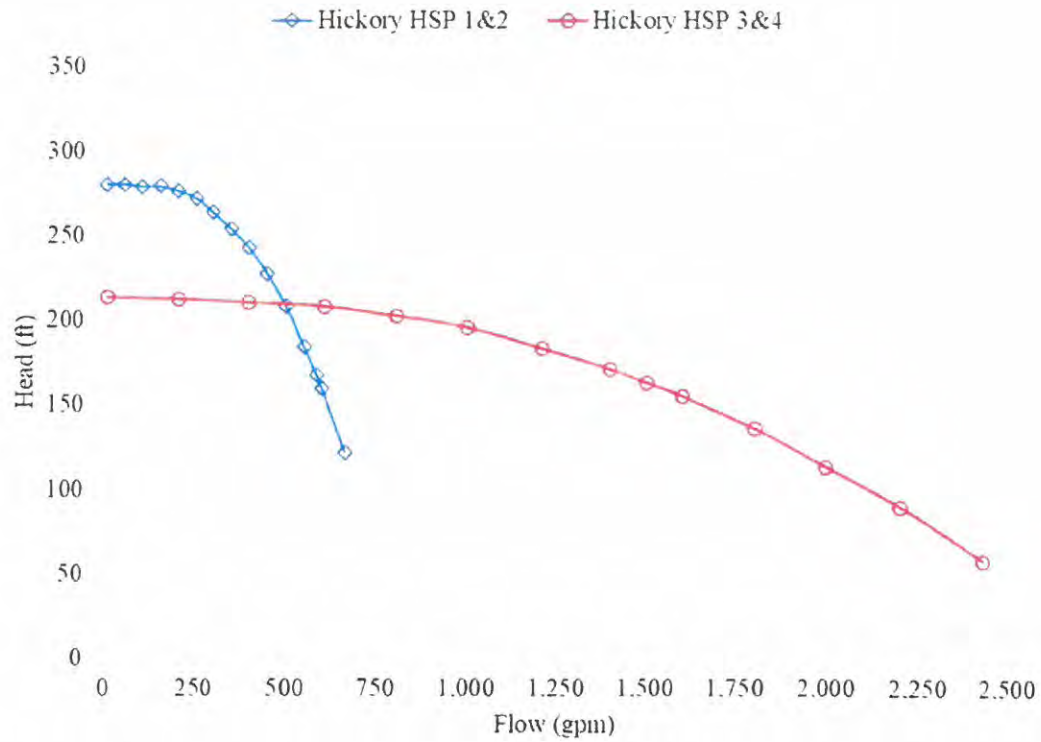
WTP	Description
Hickory Walk	Number of high-service pumps: 4 (2 main and 2 jockey)
	Jockey HSP capacity, each: 585 gpm @ 185 ft TDH, 3500 rpm, VFD (HSP 1&2)
	Main HSP capacity, each: 1500 gpm @ 175 ft TDH, 1775 rpm, VFD (HSP 3&4), 100-hp motor
	HSPS discharge pressure setpoint: 45 psi
	HSPS elevation: 213 ft
	GST: Diameter=75 ft, Volume=0.75 MG, Side Water Depth = 23 ft
Riner	HSPS has a flow meter (connected to the SCADA system)
	Number of high-service pumps: 2
	HSP capacity, each: 1200 gpm @ 200 ft TDH, 3500 rpm, VFD, 100 hp motor
	HSPS discharge pressure setpoint: 75 psi
	HSPS elevation: 133 ft
	GST: Diameter=55 ft, Volume=0.25 MG, Side Water Depth = 14 ft
	HSPS has a flow meter (incompatible for connection to SCADA system)

Table 4. Pump Parameters for HSPSs at Hickory Walk and Riner WTPs

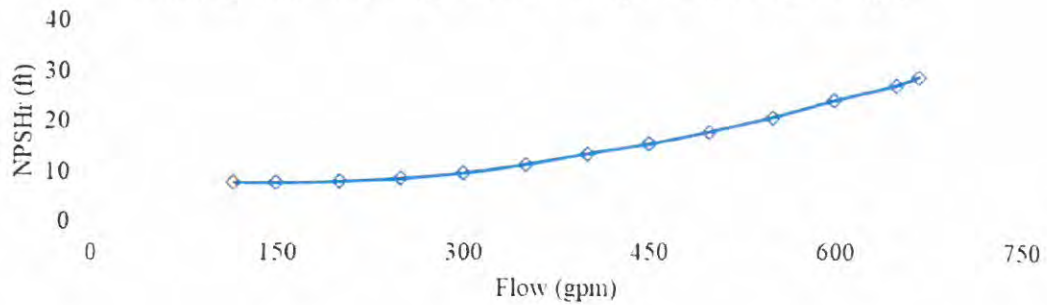
HSPS	Pump	Flow (gpm)	Head (ft)	Speed (rpm)	Manufacturer	Serial No.	Size	Model
Hickory Walk	HSP1	585	185	3500	Auroral Pentair	10-1963568-2	2.5X3X10B	411 BF
	HSP2	585	185	3550	Auroral Pentair	21-2607530	2.5X3X10B	411
	HSP3	1500	175	1775	Auroral Pentair	10-1963574-2	5X6X17	
	HSP4	1500	175	1775	Auroral Pentair	10-1963574-1	5X6X17	411 BF
Riner	HSP1	1200	200	3500	Aurora/Pentair	05-1270442-1	4X5X10B	413 BF
	HSP2	1200	200	3500	Aurora/Pentair	22-2620622	4X5X10B	413N LFC







Hickory Walk WTP High Service Pump 1&2 (Jockey Pumps)



Hickory Walk WTP High Service Pump 3&4 (Main Pumps)

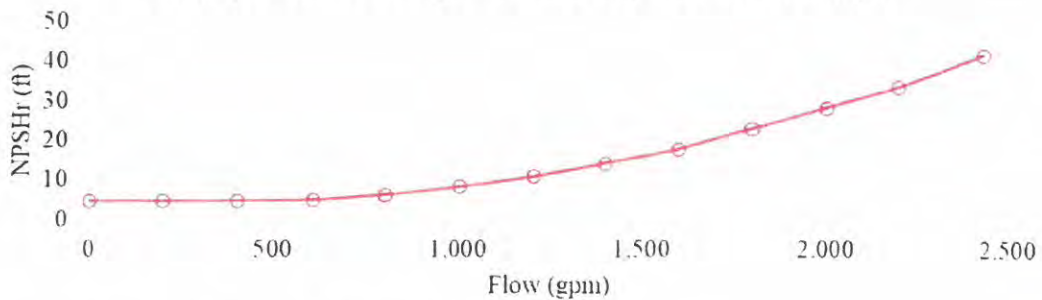


Figure 3. Pump Curves for Hickory Walk WTP HSPS



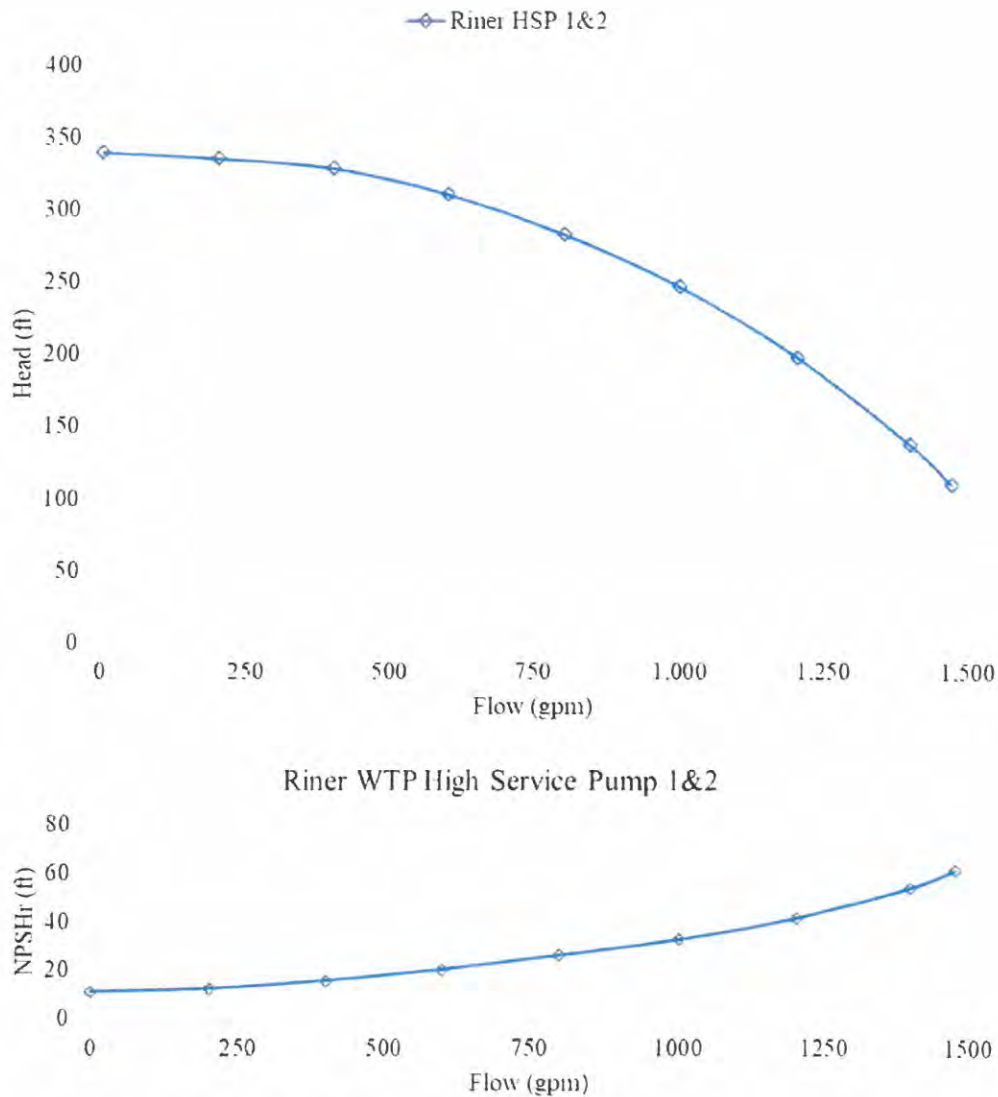


Figure 4. Pump Curves for Riner WTP HSPS

4. Flows and Peaking Factors

The average daily flows from Hickory Walk and Riner WTPs to the potable water distribution system for each month in 2022 are shown in **Table 5** and **Figure 5** (based on 2022 MORs). The total demand allocated in the hydraulic model from geocoded customer meters was 505 gpm. A global multiplier of 1.37 was applied to all base demands to bring the system demands to 691 gpm (to match 2022 AADF from WTPs to the distribution system). The estimated demand for Woodland Ranch Estates (99,903 gpd or 69.4 gpm) was added to the hydraulic model. The peaking factors used in the hydraulic model are shown in **Table 6**.



Table 5. Avg. Daily Flows from Hickory Walk and Riner WTPs to Potable Water Distribution System

Month	ADF (gpd)		
	Hickory Walk	Riner	Total
1	654,710	358,258	1,012,968
2	763,357	343,464	1,106,821
3	724,548	323,323	1,047,871
4	787,567	289,500	1,077,067
5	895,613	282,290	1,177,903
6	783,467	215,367	998,833
7	712,903	248,258	961,161
8	699,258	223,484	922,742
9	616,900	202,433	819,333
10	731,935	276,484	1,008,419
11	672,467	242,233	914,700
12	610,677	289,194	899,871
AADF (gpd) =	721,117	274,524	995,200
AADF (gpm) =	501	191	691

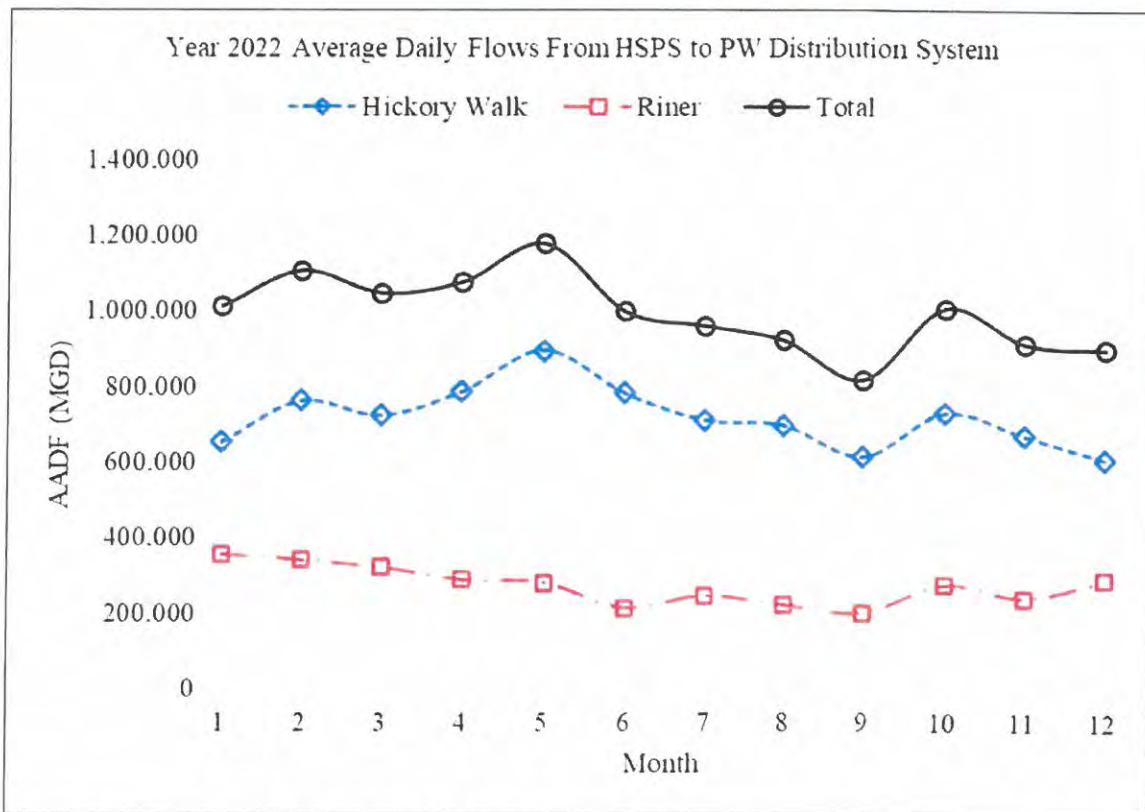


Figure 5. Average Daily Flow to PW Distribution System



Table 6. Peaking Factors used in the Hydraulic Model

Condition	Peaking Factor	Demand (gpm)	Demand (MGD)
Average Daily Demand (ADD)	1.00	760	1.09
Maximum Daily Demand (MDD)	1.55	1,179	1.70
Peak Hourly Demand (PHD)	3.11	2,365	3.41

5. Hydraulic Model Scenarios

In accordance with actual operational setpoints, the discharge pressure for Hickory Walk and Riner WTP HSPs were set to 45 psi and 75 psi setpoints, respectively, in the hydraulic model. **Table 7** shows the discharge flows to the potable water distribution system from Hickory Walk and Riner HSPs at ADD, MDD, and PHD conditions. The status of HSPs for ADD, MDD, and PHD scenarios in the hydraulic model are shown in **Table 8**. The hydraulic model pressure results for ADD, MDD, and PHD conditions are shown in **Figure 6**, **Figure 7**, and **Figure 8**, respectively.

Table 7. Discharge Flows from WTPs at ADD, MDD, and PHD Conditions

HSPS	Discharge Flow (MGD)		
	ADD	MDD	PHD
Hickory Walk	1.09	1.49	2.40
Riner	OFF	0.20	0.99
Hickory Walk and Riner	1.09	1.69	3.39

Table 8. Status of HSPs in the Hydraulic Model for ADD, MDD, and PHD Scenarios

Model Scenario	Pumps Operating	
	Hickory Walk	Riner
ADD	HSP1	NONE
MDD	HSP 1&2	HSP1
PHD	HSP3	HSP1



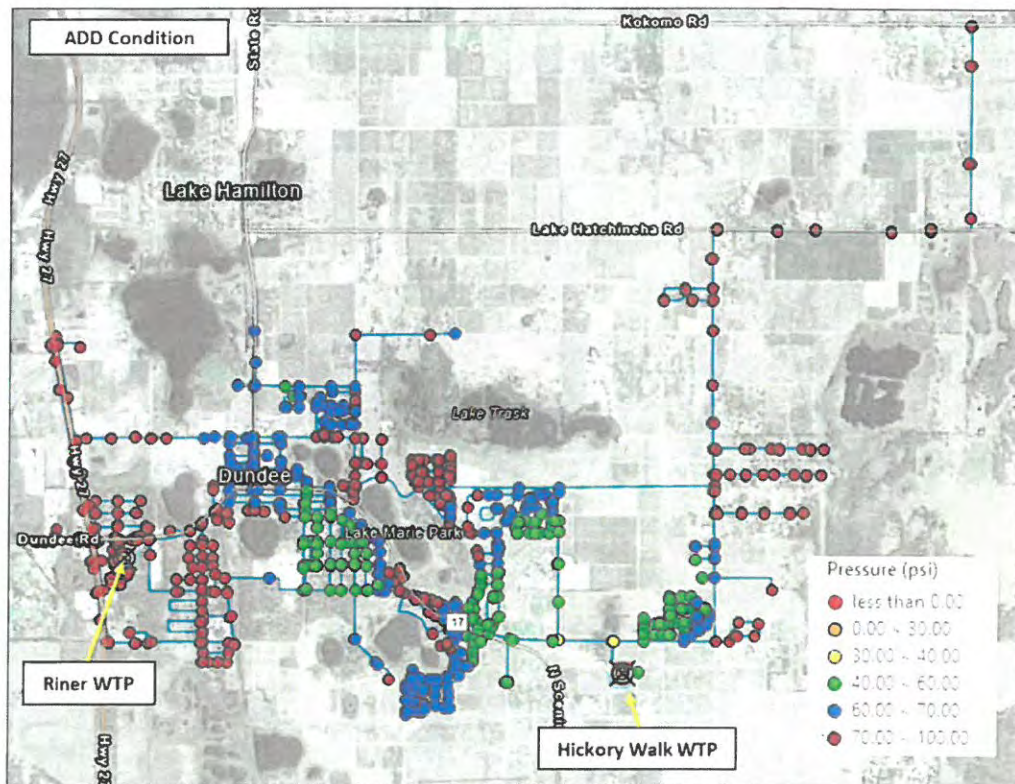


Figure 6. Potable Water System Pressure Results at ADD Condition



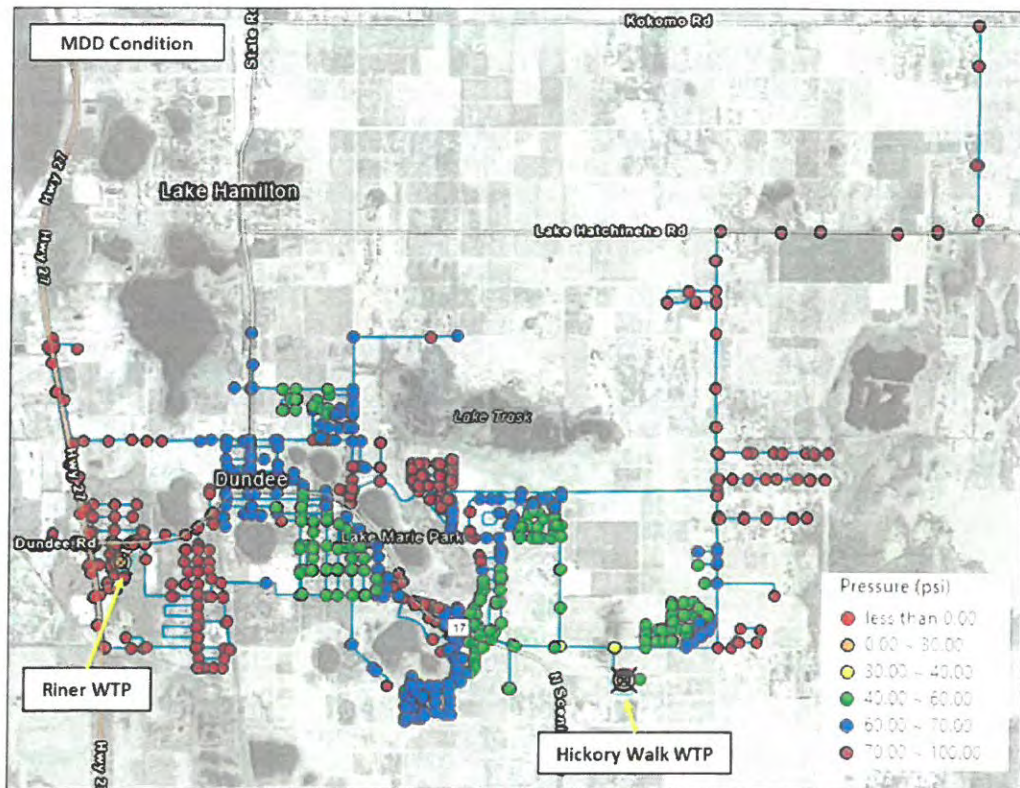


Figure 7. Potable Water System Pressure Results at MDD Condition

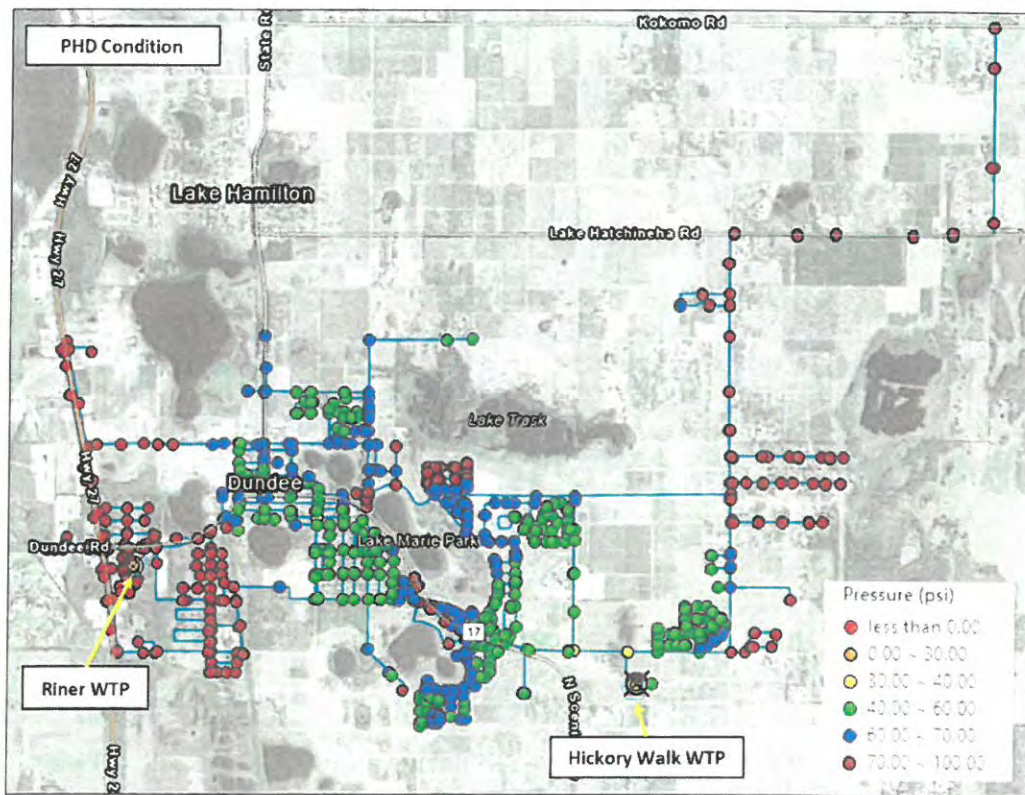


Figure 8. Potable Water System Pressure Results at PHD Condition



6. Capacity of Riner HSPS

The water levels in Hickory Walk and Riner GSTs are shown in **Figure 9** (according to SCADA data for 10/24/23 – 11/3/23 period). The minimum, average, and maximum water levels in Hickory Walk and Riner GSTs are shown in **Table 9**.

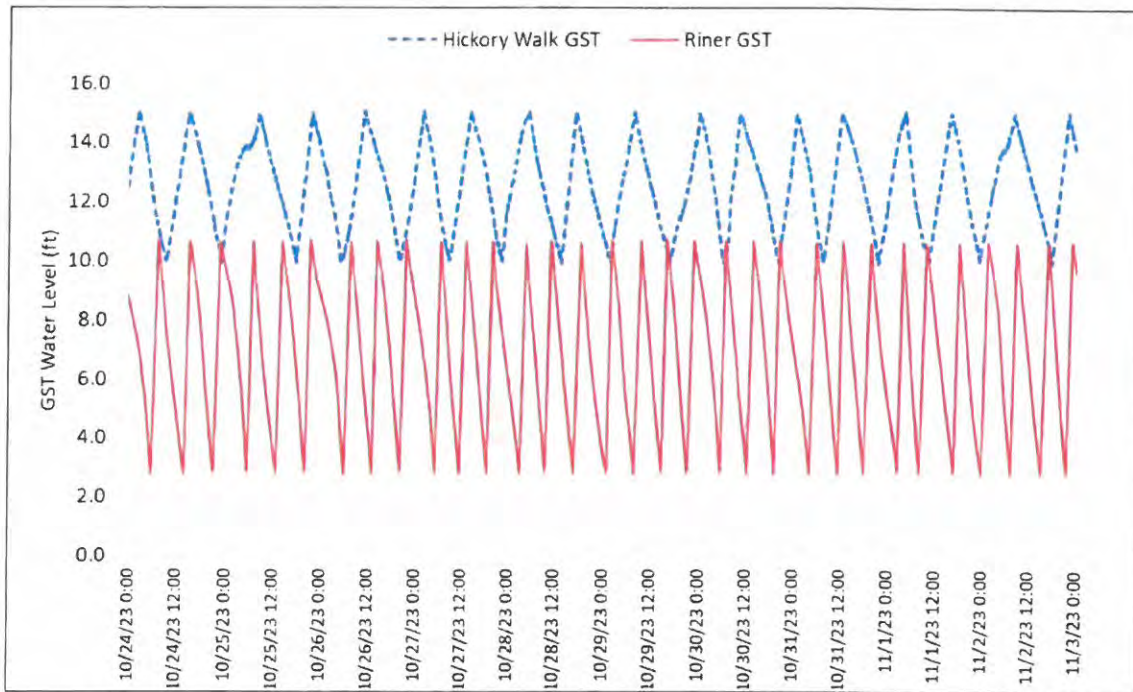


Figure 9. Water Level in GSTs at Hickory Walk and Riner WTPs (10/24/23 – 11/3/23)

Table 9. Water Level Data for Hickory Walk and Riner WTP GSTs (10/24/23 – 11/3/23)

Water Level	Hickory Walk GST	Riner GST
Minimum	9.9	2.8
Average	12.6	6.8
Maximum	15.1	10.7

To determine the capacity of pumps at Riner HSPS, one pump was operated based on a constant flow setpoint in the hydraulic model such that the required net positive suction head required ($NPSH_r$) was satisfied (by comparing to available net positive suction head, $NPSH_a$) when the water level in the GST was at the minimum level (assumed to occur at PHD condition). In this manner, the maximum flow capacity of a single pump was determined to be approximately 760 gpm (with a discharge pressure of 77.4 psi, pump speed of 83%, $NPSH_r = 20.5$ ft, $NPSH_a = 21.0$ ft (see **Figure 10**), which falls within the pump preferred operating region and power requirements (see **Appendix Figure A-1**). The total and firm capacities of Riner HSPS are shown in **Table 10**.



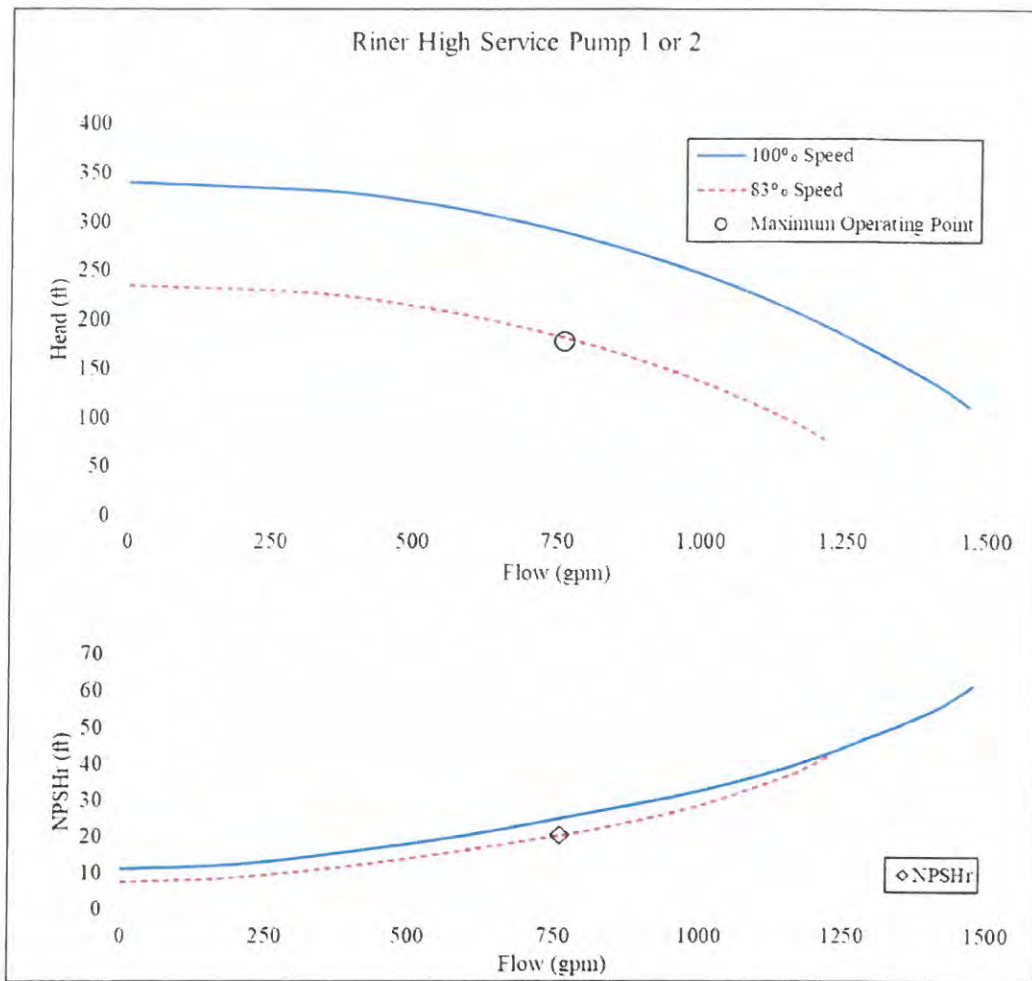


Figure 10. Maximum Capacity Operating Point for Riner HSP 1 or 2

Table 10. Riner HSPS Firm and Total Capacities

Parameter	gpm	MGD
Firm Capacity	760	1.1
Total Capacity	1520	2.2



7. Summary and Conclusions

For this project, a hydraulic model was developed for the Town of Dundee's potable water distribution system (in Autodesk InfoWater Pro software). The pipe network in the model was built based on available information extracted from *DiamondMaps*TM (the online platform that the Town uses to document and track the system infrastructure) and the operators' knowledge of the system. The customer meter locations were geocoded and introduced as a GIS layer, and the associated demands were allocated in the hydraulic model. The estimated demands associated with future Woodland Ranch Estates were added to the model at the development location. Based on the hydraulic simulation results, the potable water system appears to have adequate capacity to maintain a pressure of 40 psi or higher during ADD, MDD, and PHD conditions in the distribution system after the addition of Woodland Ranch Estates. The firm capacity of Riner HSPS was determined to be approximately 1.1 MGD at PHD condition. Based on the current spatial distribution of demands, most of the system demand is supplied by Hickory Walk HSPS. The hydraulic model simulations also suggest that the future Woodland Ranch Estates developments will be supplied by Hickory Walk HSPS, rather than Riner. Overall, regardless of the specific distribution of water from each WTP, the Town's public water system appears to have the capacity to support the proposed Woodland Ranch Estates developments.



Appendix A – High Service Pump Curves

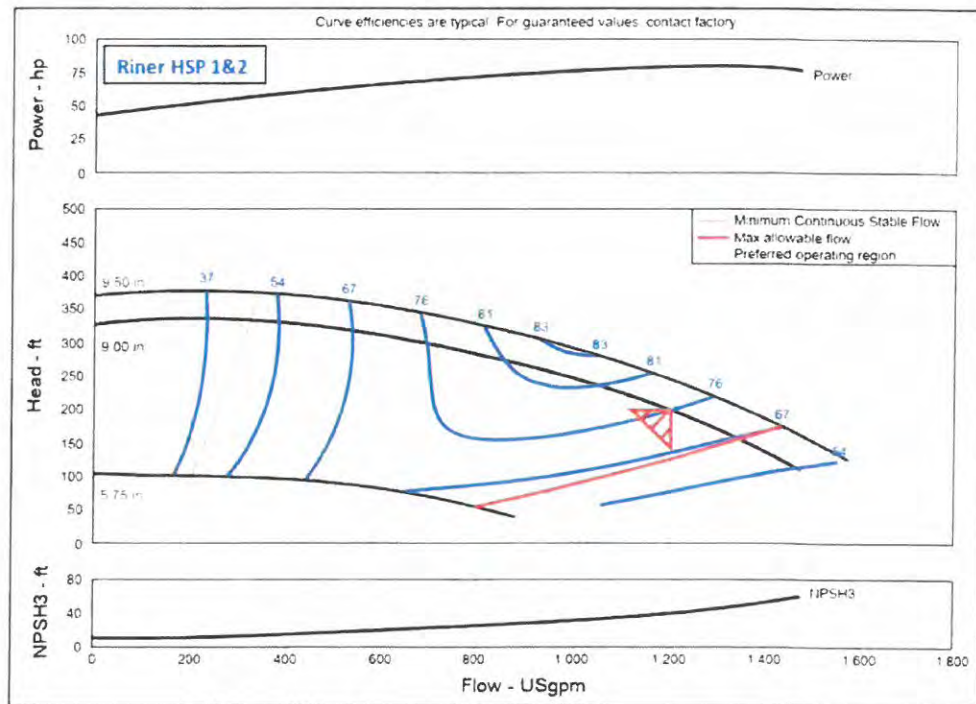


Figure A-1. Riner Pump Curves for High Service Pumps 1 and 2

A-1



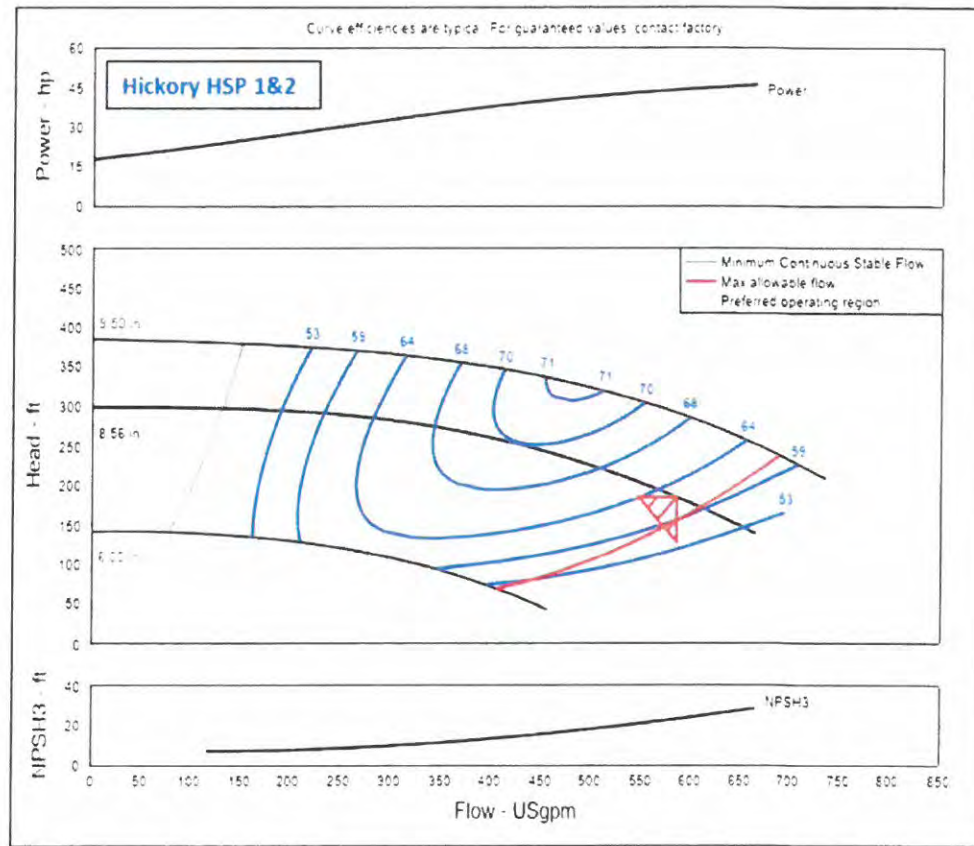


Figure A-2. Hickory Walk Pump Curves for High Service Pumps 1 and 2

A-2



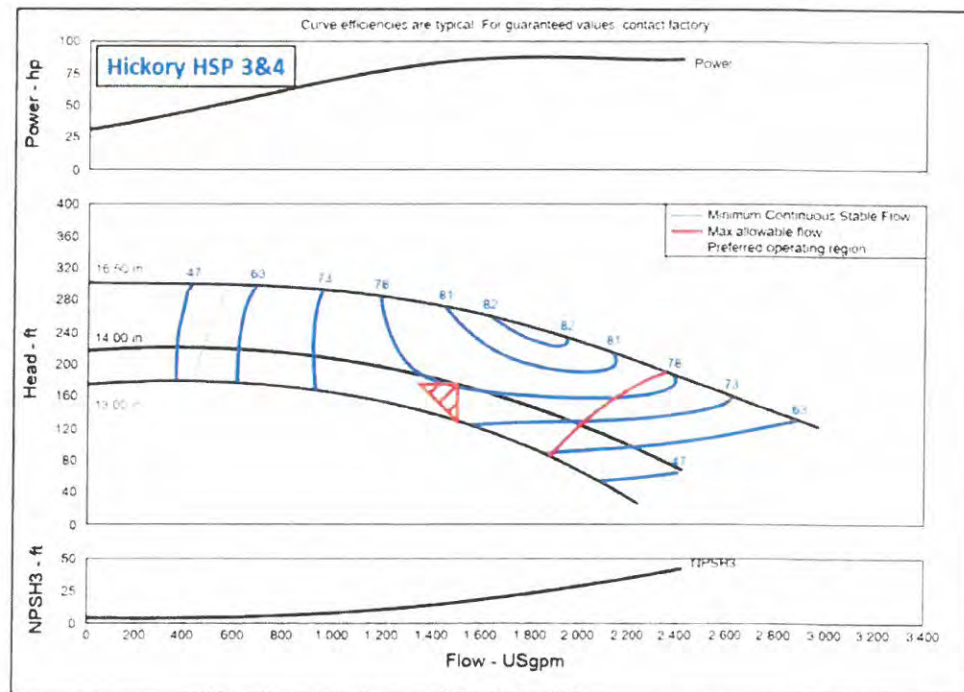


Figure A-3. Hickory Walk Pump Curves for High Service Pumps 3 and 4



Appendix B – Hickory Walk HSPS Capacity

Per Town's request, the capacity of Hickory Walk HSPS was also determined according to the following methodology:

- 1) Pump curves for jockey and booster pumps were adjusted according to operating point data (flow, pressure, and speed) from SCADA data (**Figure B-1**).

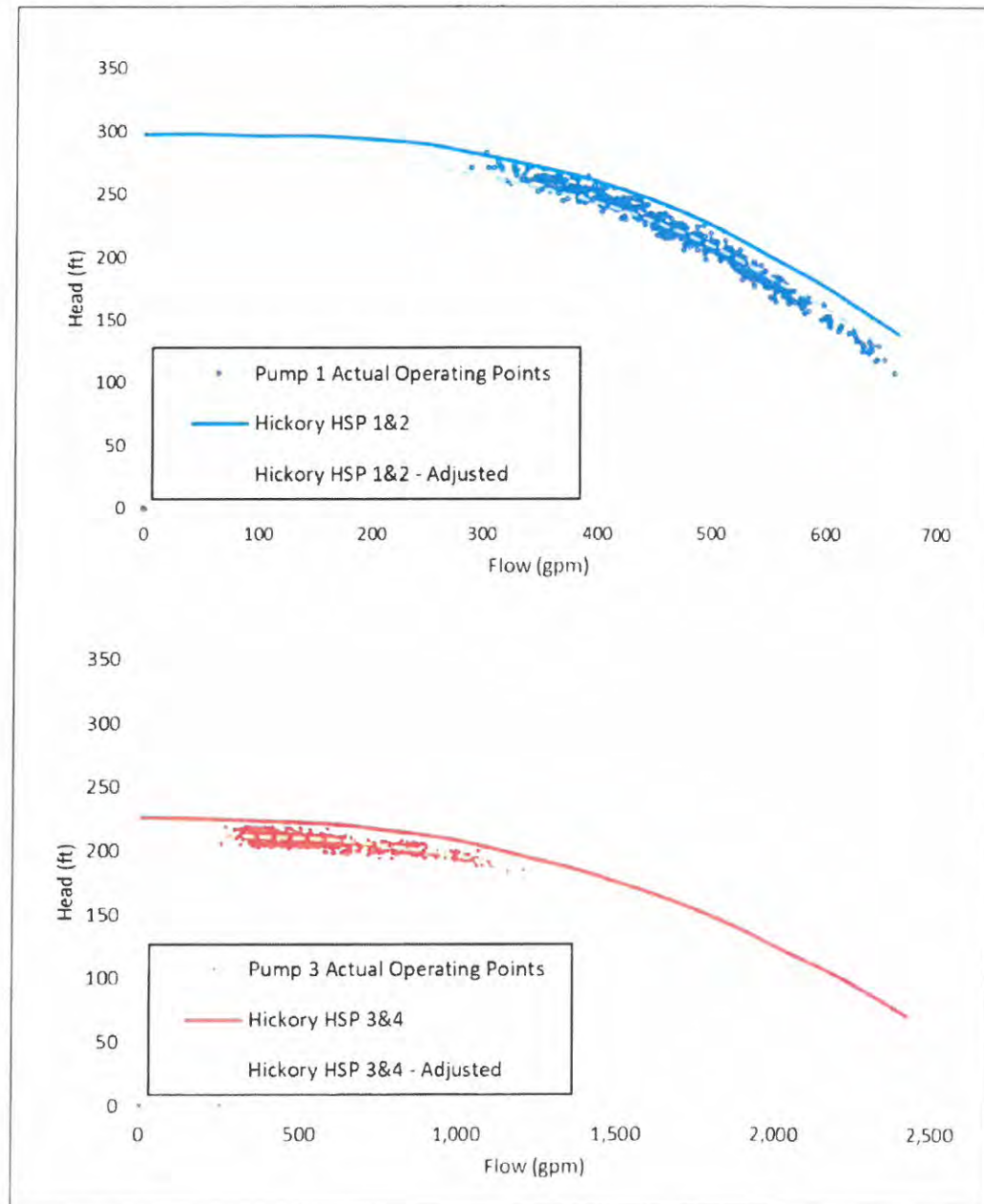


Figure B- 1. Hickory Walk HSPS Adjusted Pump Curves



- 2) Based on SCADA screenshots from the plant, the operational speed range for Hickory Walk HSP is 30%-95%. The pump curve for one of the main pumps (pump 3 or 4) was calculated at 95% speed (based on pump affinity laws) and compared to the maximum allowable flow curve of the pump at 45 psi pressure setpoint (which is the typical setpoint for Hickory Walk HSPS). Accordingly, the maximum capacity point per main pump is calculated to be 1,895 gpm (2.7 MGD) or 3,790 gpm (5.5 MGD) for both main pumps operating. It was assumed that the jockey pumps are both off when the main pumps are operational.

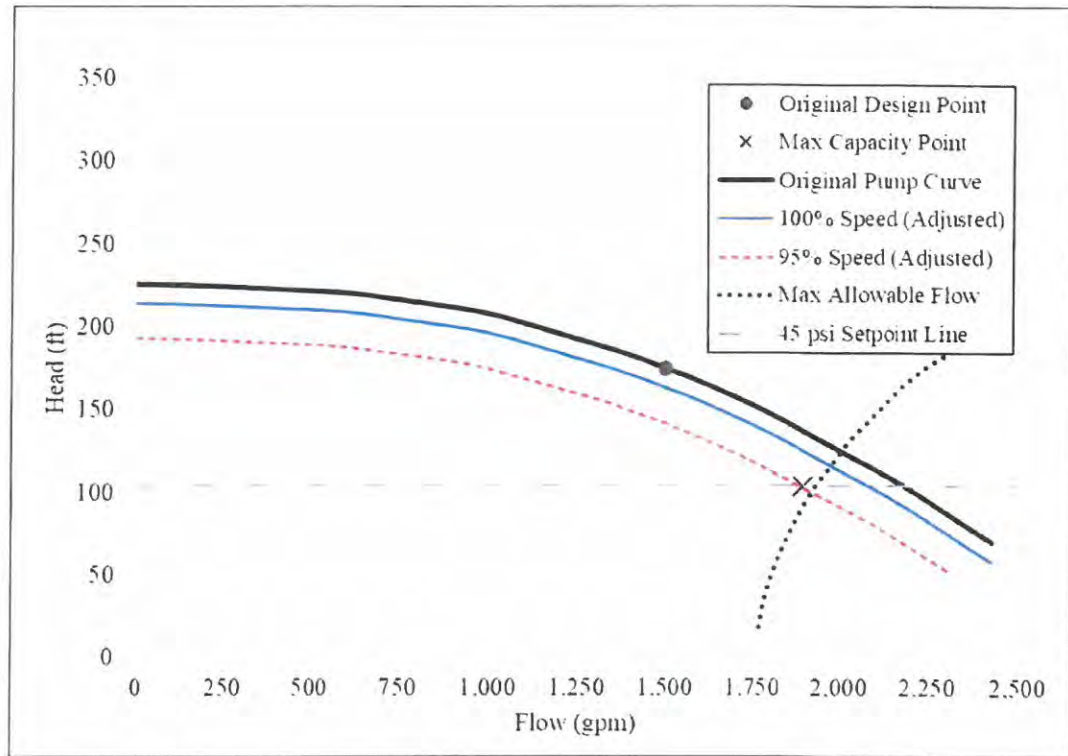


Figure B- 2. Maximum Capacity Point for Hickory Walk HSPS Main Pump

- 3) The $NPSH_r$ for pump 3 or 4 is approximately 25.4 ft (per $NPSH_r$ curve at 1,895 gpm). Considering the minimum level in the GST, losses from the GST to the HSPS, and losses on the pump suction manifold, the $NPSH_a$ was calculated to be 37.4 ft. As a result, the $NPSH$ required is met at 1,895 gpm flow. Furthermore, the existing 100 hp motor is adequate to supply the power requirement at this flow according to **Figure A-3** power curve.



Appendix C – Site Pictures



Figure C-1. Hickory Walk WTP High Service Pump Station



Figure C-2. Hickory Walk WTP Ground Storage Tank



Figure C-3. Riner WTP High Service Pump Station



Figure C-4. Riner WTP Ground Storage Tank and HSPS Building





Figure C-5. A Beautiful Day in Town of Dundee! (GST Top View)



TOWN OF DUNDEE
TOWN COMMISSION

MAY 14, 2024

Town of Dundee

COMPREHENSIVE PLAN TEXT AMENDMENT

TOWN OF DUNDEE
(ORD. 23-10)

Dundee Town Commission

10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

Background of water supply planning:

- In 2005, Florida Legislature made significant changes to Chapters 163 and 373, F.S., strengthening the link between land use and water supply planning.
- Water supply requirements have been adopted that affect local comprehensive planning including:
 - Ensuring intergovernmental coordination with regional water supply authorities (SWFWMD).
 - Ensuring the local government's FLU plans and development approvals are based on availability of adequate water supplies.
 - Support local governments in identifying and selecting "alternative" water supply projects consistent with Regional Water Supply Plans.
- Local WSP shall be adopted. Updates thereto following adoption of SWFWMD Regional WSP (last update in November 2020).

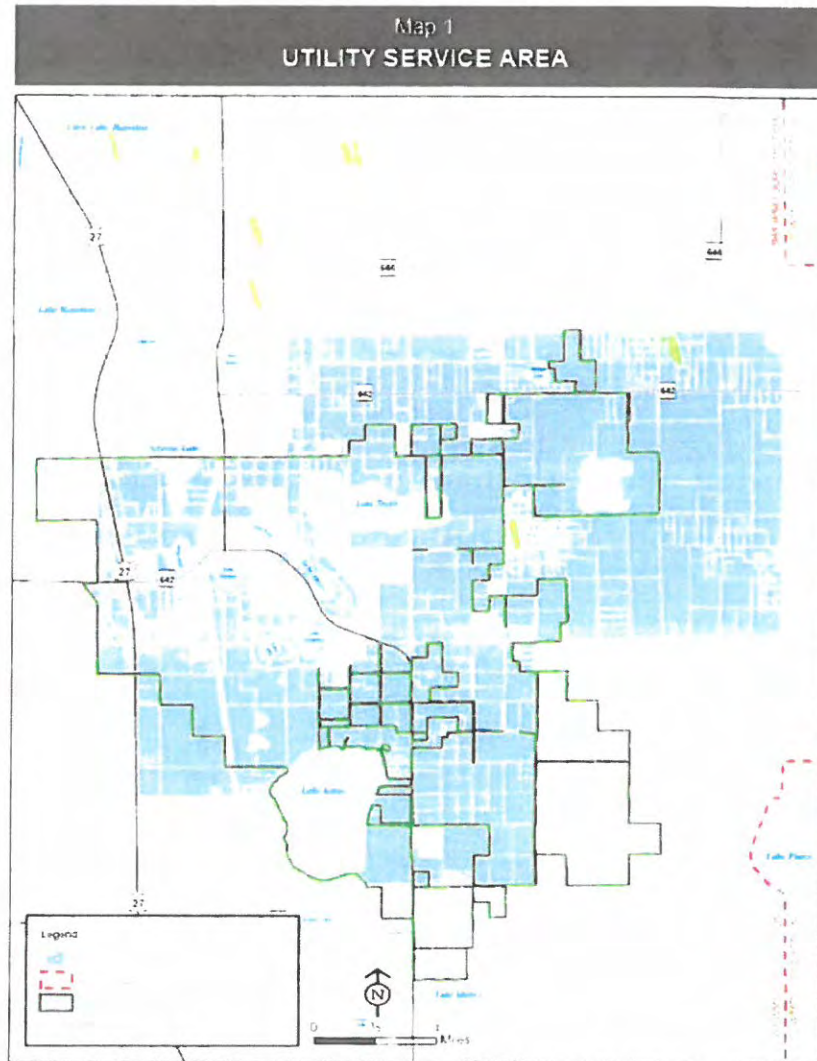
10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

- Overview of the 10-yr water supply plan:
 - The WSP is used as a data/analysis tool to update the Town's Comprehensive Plan.
 - The 10-Year Water Supply Plan (WSP) identifies:
 - Current water supply and demand based on the Town's reported use.
 - Current and continuing conservation practices for water resource management.
 - Future water demand based on population projections.

10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

■ Current Water Supply and Demand:

- ✱ ■ Town's adopted Level of Service (LOS) for Potable Water = 115 gpcd
- Permitted withdrawal = 917,500 gpd
(20-year Water Use Permit – Effective through September 2032)
- Current number of metered connections = 2,280
 - Residential = 2,039
 - Nonresidential = 241
- Average demand = 112 gpcd (within the Town's adopted LOS)



10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

Town of Dundee 5-Year per Capita Water Demand (2018 – 2022)

Year	Adjusted Per Capita Demand (gpcd)
2018	108
2019	108
2020	122
2021	108
2022	114
5-Year average per capita demand	112

Source: Town of Dundee Public Supply Annual Reports

10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

Town of Dundee Population Projections (2020 – 2040)

Year	Functional Population*
2020	5,583
2025	6,421
2030	7,183
2035	8,046
2040	8,932

Source: Functional population projection (SWFWMD)

*Functional Population = Permanent, Seasonal, Tourist, and Commuter persons

10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

Projected Water Demand 5-Year Average Consumption Rate (2020-2040)

	2020	2025	2030	2035	2040
Functional Population	5,583	6,421	7,183	8,046	8,932
Average Per Capita Demand (GPCD)*	112	112	112	112	112
Projected Average Demand (GPD)	625,296	719,152	804,496	901,152	1,000,384
WUP Permitted Capacity (GPD)**	917,500	917,500	917,500	917,500	917,500
Surplus (Deficit) Demand (GPD)	292,204	198,348	113,004	16,348	-82,884
Demand % of Permitted Capacity	68.15	78.38	87.68	98.21	1.090

10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

▢ Review of Conservation Practices:

- ▢ Conduct audits of the system to determine areas needing repair or replacement (purpose – reduce water loss).
- ▢ Require low volume plumbing fixtures on new construction.
- ▢ Require Florida-Friendly landscaping for new development.
- ▢ Participation in Florida Water Star program.
- ▢ Supports Education through outreach.

10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

Conclusions:

- ❑ The Town is projected to have a water surplus in the 10-year planning period.
- ❑ The Town is anticipated to meet projected growth through the 2030 (10-year) and reflects there may be a deficit through the 2040 (20-year) planning periods.
- ❑ The Town will continue to upgrade facilities and continue conservation efforts to ensure a quality water supply system is maintained.

10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

- ❑ Amendments to the Town's Comprehensive Plan:
 - ❑ Infrastructure Element
 - ❑ Conservation Element
 - ❑ Intergovernmental Coordination Element
 - ❑ Capital Improvements Element
- ❑ Amendments include:
 - ❑ References to the SWFWMD's current Regional Water Supply Plan (adopted November 2020).
 - ❑ Acknowledgement of the 10-year Water Supply Plan as a technical document.

10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

PLANNING AND ZONING BOARD

At their December 21, 2023 hearing, the Planning & Zoning Board voted to forward the proposed text amendments to the Town's Comprehensive Plan to the Town Commission with a recommendation of approval.

10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

TOWN COMMISSION FIRST READING

At their January 9, 2024 hearing, the Town Commission voted to approve the proposed text amendments to the Town's Comprehensive Plan and forward to the State for review.

10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

□ STATE REVIEW

Florida Commerce issued a no comment letter on April 25, 2024.
No comments were received from other State Agencies

10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

☐ Motion Options:

1. I move **approval of Ordinance 23-10** of the proposed text amendments to the Town's Comprehensive Plan and transmittal to the Department of Commerce.
2. I move **approval of Ordinance 23-10 with changes** of the proposed text amendments to the Town's Comprehensive Plan and transmittal to the Department of Commerce.
3. I move **continuation** to a date and time certain.



TOWN COMMISSION MEETING

January 9, 2024 at 6:30 PM

AGENDA ITEM TITLE:	ORDINANCE 23-10, TOWN OF DUNDEE TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN
SUBJECT:	The Town Commission will consider the first reading of Ordinance 23-10 Dundee Water Supply Facilities Work Plan
STAFF ANALYSIS:	The Town of Dundee's 10-Year Water Supply Facilities Work Plan is developed to meet the requirements of the Florida Statutes (Chapter 163) and adopting the Work Plan into their Comprehensive Plan. This plan uses projected populations to determine potential impacts on future water demands.
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval of the "Town of Dundee Ten-Year Water Supply Facilities Work Plan, September 2023
ATTACHMENTS:	Ordinance 23-10 Staff Report



**TOWN OF DUNDEE
AGENDA ITEM: TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN,
RELATED COMPREHENSIVE PLAN AMENDMENTS
AND 5-YEAR CAPITAL IMPROVEMENTS PLAN
STAFF REPORT**

TO: Town Commission

PREPARED BY: Marisa M. Barmby, AICP
Planning Manager, Central Florida Regional Planning Council

AGENDA DATE: January 9, 2024

REQUESTED ACTION: **ORDINANCE 23-10:** Consider Town-Initiated Text Amendment to the Town of Dundee Comprehensive Plan Related to the Updated Water Supply Plan

BACKGROUND:

In 2005, the Florida Legislature made significant changes to Chapters 163 and 373, F.S., to strengthen the link between land use and water supply planning. Water supply requirements have been adopted that affect local comprehensive planning programs:

- Ensuring intergovernmental coordination with regional water supply authorities;
- Ensuring that the local government's future land use plan and development approvals are based upon the availability of adequate water supplies;
- Identifying and including selected "alternative" water supply projects in the comprehensive plan, consistent with Southwest Florida Water Management District's Regional Water Supply Plan adopted December 2006 and updated in November 2020.

SUMMARY:

A Ten-Year Water Supply Facilities Work Plan has been prepared identifying existing water service providers and water supply facilities within the Wauchula Utility Service Area, identifying conservation practices, and future water needs based on projected population estimates.

Based on the Ten-Year Water Supply Facilities Work Plan, amendments to various elements of the City's Comprehensive Plan have been drafted and are included in the attachment.

PLANNING COMMISSION RECOMMENDATION:

At their December 21, 2023 meeting, the Planning Commission voted to recommend approval to the Town Commission for a Town-initiated request for Comprehensive Plan amendments consistent with the Water Supply Plan.

MOTION OPTIONS:

1. I move **approval of Ordinance 23-10** for a Town-initiated request to amend the Comprehensive Plan consistent with the Water Supply Plan.
2. I move **approval of Ordinance 23-10 with changes** for a Town-initiated request to amend the Comprehensive Plan consistent with the Water Supply Plan.
3. I move **continuation to a date and time certain**.

Attachments:

- Ordinance 23-10
- Ten-Year Water Supply Facilities Work Plan

ORDINANCE 23-10

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE DUNDEE COMPREHENSIVE PLAN, REVISING THE INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND CAPITAL IMPROVEMENTS ELEMENTS BASED ON THE TOWN'S TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN INCORPORATED HEREIN; PROVIDING FOR TRANSMISSION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR REVIEW AND COMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 163.3177(6)(c), Florida Statutes, requires local governments, except where specifically exempted, to identify alternative water supply projects and traditional water supply projects and conservation and reuse necessary to meet the water needs within the local government's jurisdiction, and include a work plan, covering at least a 10-year planning period, for building public, private, and regional water supply facilities, including development of alternative water supplies, necessary to serve existing and new development; and

WHEREAS, the Town Commission of the Town of Dundee has determined that it would be in the best interest of the public health, safety and general welfare of the residents and non-residential water customers of the Town to amend the Comprehensive Plan consistent with the requirements of Section 163.3177(6)(c), Florida Statutes; and

WHEREAS, in exercise of its authority the Town Commission has determined it necessary to adopt amendments to the Town's Comprehensive Plan, which are attached hereto as **Exhibit "A"** and by this reference made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the laws of the State of Florida; and

WHEREAS, in exercise of its authority the Town Commission has determined that for the basis of adopting the said amendments in Exhibit "A," the Town shall adopt its Ten-Year Water Supply Facilities Work Plan, incorporated herein as **Exhibit "B"**, and by this reference made a part hereof, to be acknowledged as a technical support document to support amendments to the Dundee Comprehensive Plan; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Commission held public hearings on Ordinance 2023-12, with due public notice having been provided, to obtain

Ordinance 23-10
Page 2 of 8

public comment, and considered all written and oral comments received during public hearings, including support documents.

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

Section 1. The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the Town Commission as the legislative findings and intent pertaining to this Ordinance.

Section 2. The Town of Dundee hereby amends the following Elements of its Comprehensive Plan: Infrastructure Element, Conservation Element; Intergovernmental Coordination Element; and Capital Improvements Element. Said amendments are set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof.

Section 3. The basis for adopting the said amendments is the Town of Dundee Ten-Year Water Supply Facilities Work Plan, incorporated herein as **Exhibit "B"**, which is attached hereto and by this reference made a part hereof, as a technical support document to support the amendments to the Dundee Comprehensive Plan.

Section 4. A certified copy of this enacting ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

Section 5. If any provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end the provisions of this Ordinance are hereby declared severable.

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Comprehensive Plan of the Town; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Comprehensive Plan is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the Town Clerk.

Section 8. The effective date of these amendments, if the amendments are not timely challenged, shall be 31 days after the State Land Planning Agency notifies the local government that the plan amendment package is complete. If timely challenged, the amendments shall become effective on the date the State Land Planning Agency or the Administration Commission enters a

Ordinance 23-10
Page 3 of 8

final order determining the adopted amendments to be in compliance. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, the amendments may nevertheless be made effective by adoption of a resolution affirming the effective status, a copy of which resolution shall be sent to the State Land Planning Agency.

INTRODUCED AND PASSED on First Reading and transmittal public hearing this 9th day of January, 2024.

PASSED AND DULY ADOPTED, on Second Reading with a quorum present and voting, by the Town Commission, this 14th day of May, 2024.

TOWN OF DUNDEE, FLORIDA



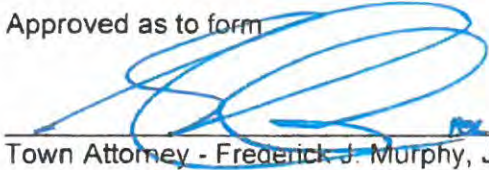
Mayor- Sam Pennant

ATTEST:



Town Clerk - Trevor Douthat

Approved as to form



Town Attorney - Frederick J. Murphy, Jr.

ORDINANCE 2023-12 EXHIBIT “A”

COMPREHENSIVE PLAN AMENDMENTS

TOWN OF DUNDEE COMPREHENSIVE PLAN GOALS, OBJECTIVES, AND POLICIES

TO PROVIDE POLICIES SPECIFIC TO WATER SUPPLY PLANNING

- The following amendments to the Dundee Comprehensive Plan are proposed consistent with the update to the Town of Dundee Ten-Year Water Supply Facilities Work Plan.
- Text shown in gray shading as underlined is text to be added and text shown as ~~strikeout~~ is text to be removed. Amended text is based on the update to the Town’s Ten-Year Water Supply Facilities Work Plan.

I. INFRASTRUCTURE ELEMENT AMENDMENTS:

The following amendments are proposed to the Infrastructure Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

GOAL 2: POTABLE WATER

PROVIDE FOR THE RELIABLE DELIVERY OF POTABLE WATER TO MEET THE NEEDS OF ALL RESIDENTS AND BUSINESSES.

OBJECTIVE 2.2: EXPANSION OF SYSTEM TO MEET FUTURE NEEDS

EXPAND THE MUNICIPAL WATER SERVICE SYSTEM AS NEEDED TO MEET THE NEEDS OF FUTURE RESIDENTS AND BUSINESSES IN SUCH A MANNER AS TO MAXIMIZE THE USE OF EXISTING FACILITIES, DISCOURAGE URBAN SPRAWL, AND MEET THE WATER CONSERVATION OBJECTIVES ESTABLISHED IN THE CONSERVATION ELEMENT.

Policy 2.2.8: The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~into~~ this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November ~~2015~~ 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan.~~ In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan

and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

II. WATER SUPPLY SUB-ELEMENT AMENDMENTS:

The following amendments are proposed to the Water Supply Sub-Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

- GOAL 1:** ENSURE THE PROVISION OF ADEQUATE WATER RESOURCES TO MEET THE NEEDS OF ALL RESIDENTS, VISITORS, AND BUSINESSES IN THE TOWN OF DUNDEE.
- OBJECTIVE 1.4:** THE TOWN SHALL WORK WITH SURROUNDING GOVERNMENTS AND SWFWMD TO EXPLORE THE DEVELOPMENT OF REGIONAL WATER SUPPLY SYSTEMS IN ORDER TO MEET FUTURE POTABLE WATER NEEDS.
- Policy 1.4.1:** The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~into~~ this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November ~~2015~~ 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan.~~ In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

III. CONSERVATION ELEMENT AMENDMENTS:

The following amendments are proposed to the Conservation Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

- GOAL:** IT SHALL BE THE GOAL OF THE TOWN OF DUNDEE TO CONSERVE, PROTECT, ENHANCE, AND MANAGE ITS NATURAL RESOURCES AND TO ATTAIN THE HIGHEST POSSIBLE ENVIRONMENTAL QUALITY. ~~{9J-5.013(2)(A)}~~
- OBJECTIVE 10:** ESTABLISH SPECIFIC PROCEDURES AND REGULATIONS DESIGNED TO CONSERVE THE POTABLE WATER SUPPLY WITHIN THE TOWN OF DUNDEE.

Policy 10.4: The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~into~~ this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November ~~2015~~ 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan.~~ In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

IV. INTERGOVERNMENTAL COORDINATION ELEMENT AMENDMENTS:

The following amendments are proposed to the Intergovernmental Coordination Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

GOAL: **TO ESTABLISH AN EFFICIENT COORDINATION MECHANISM AMONG THE RELEVANT PUBLIC AND PRIVATE ENTITIES THAT PROVIDES THE MOST EFFICIENT UTILIZATION OF AVAILABLE RESOURCES.**

OBJECTIVE 9: **THE TOWN OF DUNDEE SHALL WORK WITH SURROUNDING GOVERNMENTS AND OTHER AGENCIES TO ENSURE THAT MEETING FUTURE POTABLE WATER NEEDS ARE COORDINATED ON A REGIONAL BASIS.**

Policy 9.1: The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~into~~ this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November ~~2015~~ 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan.~~ In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

V. CAPITAL IMPROVEMENTS ELEMENT AMENDMENTS:

The following amendments are proposed to the Capital Improvements Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

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

OBJECTIVE 2: CONCURRENCY AND CAPITAL IMPROVEMENTS

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

Policy 2.6: The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~into~~ this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November ~~2015~~ 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan.~~ In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

Ordinance 23-10
Page 8 of 8

**ORDINANCE 23-10
EXHIBIT “B”**

TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN



Town of Dundee Ten-Year Water Supply Facilities Work Plan

Prepared For:
Town of Dundee, FL
Prepared By:
Central Florida Regional
Planning Council

September 2023

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SECTION 1: INTRODUCTION

1.1 Purpose of 2023 Dundee Water Supply Plan

The Town of Dundee (Town) 2023 Water Supply Plan (WSP) has been developed in accordance with the requirements and guidelines contained in the Regional Water Supply Plan (RWSP) approved by the Southwest Florida Water Management District (SWFWMD) Governing Board in November 2020. The Town has developed this WSP not only to meet regulatory requirements (cited in Chapter 163, Part II, Florida Statutes, whereby local governments are required to adopt Work Plans into their comprehensive plans after their Water Management District approves a regional water supply plan or its update); but also, to serve as a water resource planning document for the Town's residents, businesses, interest groups, and public officials. This plan provides information on the Town's current and future water demands and supplies, discusses the water resources challenges that the Town faces, and summarizes the major water resources initiatives that the Town has taken to ensure a safe reliable water supply for its water customers.



The Dundee WSP uses projected population estimates to determine potential impacts on future potable water demand. The projections explore growth over a twenty-year period through the year 2040, with an emphasis placed on the immediate ten-year planning period. Specifically, the WSP details the Town's water system, water demands, sources of water supplies, water quality, capital improvement projects, and potential multi-jurisdictional planning initiatives.

1.2 Statutory Requirements (Revised by SWFWMD on 2021)

The Town of Dundee has considered the following statutory provisions as put of the WSP update:

1. Coordinate appropriate aspects of the Comprehensive Plan with the applicable RWSP [Section 163.3177(4)(a), F.S.].
2. Ensure the Future Land Use Plan is based on availability of adequate water supplies and public facilities and services [Section 163.3177(6)(a), F.S.]. Data and analyses demonstrating that adequate water supplies and associated public facilities will be available to meet projected

growth demands must accompany all proposed Future Land Use Plan and Plan amendments submitted for review.

3. In consultation with the water supplier, ensure adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent [Section 163.3180(2), F.S.].
4. For local governments subject to an RWSP, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge element (the "Infrastructure element") through a Comprehensive Plan amendment to:
 - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the applicable RWSP, or alternative project(s) proposed by the local government under Section 373.709(8)(b), F.S. [Section 163.3177(6)(c), F.S.].
 - b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the applicable RWSP [Section 163.3177(6)(c)3., F.S.]; and
 - c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [Sections 163.3177(6)(c)3. and (5), F.S.].

Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the 5-year period [Section 163.3177(3)(a)4., F.S.].

5. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation element to assess projected water needs and sources for at least a 10-year planning period, considering the applicable RWSP and water use permit(s) [Section 163.3177(6)(d), F.S.]. The comprehensive plan must address the water supply sources necessary to meet the existing and projected water use demand for the established planning period, considering the applicable RWSP [Section 163.3167(9), F.S.].
6. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination element to ensure consistency between the Comprehensive Plan and the applicable RWSP [Section 163.3177(6)(h)1., F.S.].

7. Local governments are required to comprehensively evaluate and update the Comprehensive Plan to reflect changes in local conditions every seven years. The evaluation could address the local government's need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [Section 163.3191(3), F.S.].
8. Local governments may be exempt from updating their Work Plan if they meet certain criteria. A local government that does not own, operate, or maintain its own water supply facilities and is served by a public water supply entity with a permitted allocation of 300 million gallons per day or greater is not required to amend its Comprehensive Plan when an RWSP is updated if the local government uses less than 1 percent of the public water supply entity's total permitted allocation. However, the local government must cooperate with the public water supply entity that provides service within its jurisdiction and must keep the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge element up to date, pursuant to Section 163.3191, F.S. A local government should contact the Florida Department of Economic Opportunity (DEO) to verify its qualifications for the exemption [Section 163.3177(6)(c)4., F.S.].
9. Local governments with a Sector Plan adopted in accordance with Section 163.3245, F.S., should incorporate information from the adopted Sector Plan, Master Plan, and Detailed Specific Area Plan into the Work Plan. The focus should be on water needs, water supply and resource development, conservation measures, and intergovernmental coordination activities with the SWFWMD and water supply development projects needed to address projected development in the Sector Plan area [Section 163.3245, F.S.].

1.3 Background Information Overview

Geography

The Town of Dundee, Florida is a municipal corporation of the State, located in eastern Polk County. US Highway 27 runs north and south through the west side of the Town while State Road 17 (Scenic Highway) runs north and south through the heart of the Town. Dundee's service area lies within the Southern Water Use Caution Area (SWUCA). The utility service area of Dundee



borders the utility service areas of the City of Haines City to the north, the City of Winter Haven to the west, Polk County Utility to the east, and the City of Lake Wales to the south.

Numerous lakes surround the Town limits. Lake Menzie, one of the most important lakes in the Town, is in the middle of the Town and serves several recreational opportunities for both residents of the community and visitors.

Utility Service Area and District Governance

Inclusive of and extending beyond the corporate limits is the Town's utility service area boundary. This boundary represents areas currently served by the Town's utility system and areas that may be served in the future. This service area boundary encompasses approximately 17.01 Square miles. The Town's utility service area borders the utility service areas of the Town of Lake Hamilton and the City of Haines City to the north, the City of Winter Haven to the west, the City of Lake Wales to the south, and Polk County Utilities to the east.

The Town's utility service area is governed and permitted by the Southwest Florida Water Management District (SWFWMD). See Map 1 which reflects the Town's corporate limits and the utility service area boundary.

Regional Demand Projections

According to the 2021 Florida Department of Environmental Protection Regional Water Supply Planning Report, total water demand during 2020 within the SWFWMD was about 1,119 mgd (Figure 1).

By 2040, the SWFWMD expects total water demands to increase to approximately 1,265 mgd, which is nearly 13 percent more than the reported 2020 water demand. The SWFWMD estimates that public supply and agricultural irrigation will remain the two largest consumers of water resources, even though agricultural irrigation is projected to decrease by approximately 1.76 percent. The consumer category representing the largest expected change in demand is domestic self-supply, with an estimated 43% increase between 2020 and 2040. See Figure 1 below illustrating the projected consumer demands for water resources within SWFWMD between 2020 and 2040.

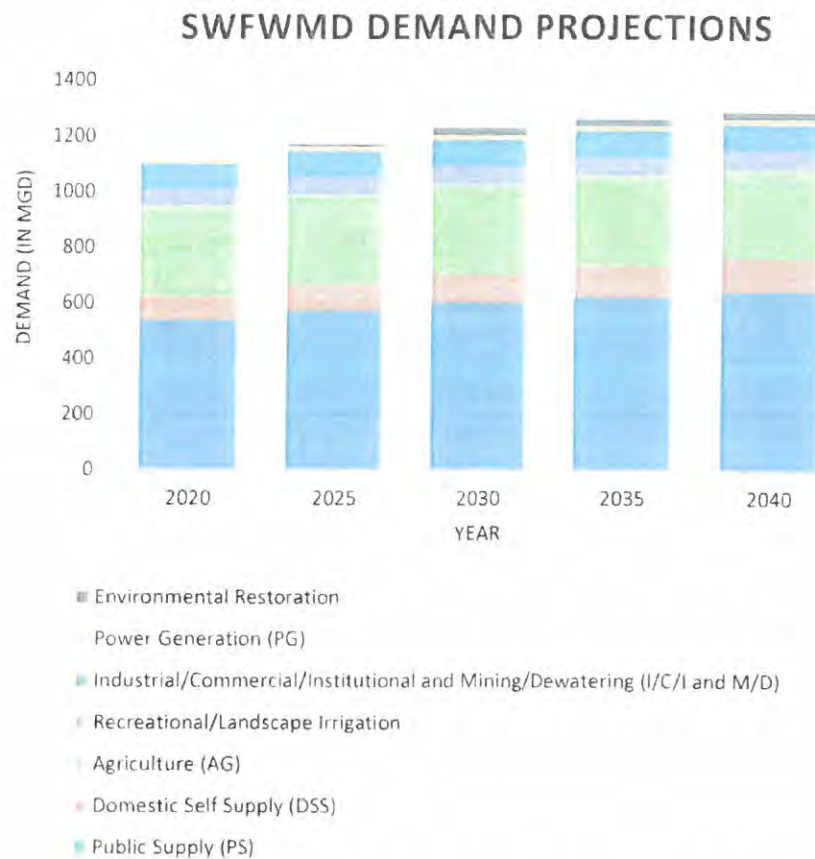


Figure 1: SWFWMD Districtwide Demand Projections 2020-2040

In response to projected demands, the SWFWMD has made concerted efforts to champion options to further protect and enhance water resources. Since 2005, 138.1 mgd of water has been made available through alternative water supply projects throughout the district. An additional 166.9 mgd is expected to be provided through implementation of future alternative water supply projects and efforts, for an estimated total of 305 mgd. Projects and efforts used to explore and implement alternative water sources include aquifer storage, water conservation, reclaimed water, brackish groundwater, surface water and surface water storage.

1.4 Southwest Florida Water Management District and Southern Water Use Caution Area

The Town is in an area that the SWFWMD identifies as the Southern Water Use Caution Area (SWUCA) (See Map 2). A water caution area is an area where existing and reasonably anticipated sources of water may not be adequate to supply water for all existing uses and anticipated future needs while sustaining water resources and related natural systems through the year 2025. In 2006, SWFWMD developed the SWUCA Recovery Strategy to respond to these concerns complying with Section 373.036 Florida Statutes. The SWFWMD proposed a program of natural system restoration, groundwater withdrawal reductions, and alternative source development projects to stabilize ground and surface water resources in the region. To ensure the health and availability of water resources within the SWUCA, Rule 40 D-2 F.A.C. states that the level of service (LOS) for water shall be equal to or less than 150 gallons per capita per day (gpcd).

1.5 Central Florida Water Initiative (CFWI)

The Central Florida Water Initiative (CFWI) is a collaborative water supply planning effort among the state's three largest water management districts, the Florida Department of Environmental Protection (DEP), the Florida Department of Agriculture and Consumer Services (DACS), water utilities, environmental groups, business organizations, agricultural communities, and other stakeholders.

The CFWI Planning Area covers five counties, including Orange, Osceola, Polk, Seminole and southern Lake (See Map 3). The boundaries of the three water management districts – St. Johns River Water Management District, South Florida Water Management District and Southwest Florida Water Management District – meet in an area known as the Central Florida Coordination Area (CFCA), which includes Polk County and within it, the Town of Dundee.

The purpose of the CFWI is to implement effective and consistent water resource planning through the Central Florida region. As part of the initiative, in 2020, the CFWI adopted an updated multi-district Regional Water Supply Plan to ensure the protection of water resources and related natural systems and identify sustainable water supplies for all water uses in the coordination area through 2040. The CFWI Regional Water Supply Plan (RWSP) adopted the Guiding Principles by:

- Identifying the sustainable quantities of fresh groundwater sources available for water supplies that can be used without causing harm to the water resources and associated natural systems

- Identifying water conservation savings which may be achievable by water users during the planning horizon
- Identifying water supply and water resource development options to meet reasonable and beneficial water demands that are in excess of the sustainable yield of fresh groundwater sources
- Protecting and enhancing the environment, including the natural resource areas and systems
- Providing information to support local government comprehensive plans
- Achieving compatibility and integration with other state and federal regional resource initiatives

Adoption of the Town's WSP must be consistent with the CFWI RWSP, be financially feasible and it must include the necessary provisions to ensure that potable water LOS standards are maintained for expected population growth.

1.6 Polk County Regional Water Cooperative (PRWC)

The Town of Dundee is part of the Polk Regional Water Cooperative (PRWC). This county-wide effort was established to bring the local governments within Polk County together to work in tandem to qualify for state and water management district funding to help pay for water resource projects to ensure adequate water supplies are available in the future. As a planning effort with a broad-based approach, the PRWC focuses on analyzing where alternative supplies are available and where demand is present. Priority projects identified by the PRWC correspond to those prioritized projects identified through the efforts of the CFWI.

Currently, the Polk Regional Water Cooperative is moving forward with two significant projects to enhance the availability of water in the region. The Southeast Wellfield and Water Supply Facility will utilize the Lower Florida Aquifer which is brackish and will require treatment via reverse osmosis. This project will deliver an extra 12.5 (MGD) to the region. The West Polk Wellfield and Water Supply Facility is a similar project, which will tap into the Lower Floridan Aquifer and is slated to provide up to 10 (MGD) per day.

1.7 Description of the Town's Water Supply System

Water Sources

The primary source of water extraction for the Town is fresh groundwater from the Upper Floridan Aquifer (UFA). As with many communities, the Town's dependency on groundwater use has increased over the past several decades. Although water utilities in the region are increasingly implementing conservation measures and exploring alternative sources for public supply, Dundee's water source is still obtained exclusively from the UFA. SWFWMD's 2020 Regional Water Supply Plan indicates that approximately 42 percent of water available in the Heartland region will be from fresh groundwater sources by the year 2040. Limited options for alternative water supply exist within the Central Florida Heartland region. As a non-coastal area, desalination of water is still not a viable or feasible option.

Potable Water System

The Town's public water supply system is regulated through the Florida Department of Environmental Protection (FDEP) while water use (water consumption) is permitted through the SWFWMD. Table 1 below provides the Town's permitting information. Additional information on the Town's permit conditions is provided in *Section 2.1, Water Service Area*.

Table 1: Public Water System and Water Use Permits

FDEP Public Water System (PWS)	WUP Permit No.	Permittee	Provider Type
6530485	5893.013	Town of Dundee	Potable Water

The Town's potable water distribution system is operated by the Town's Utilities Department, which operates and maintains the Town's water and sewer systems in compliance with all state and federal requirements. Annually, the Town presents a water quality report to inform all residents and businesses about the quality of water and services that are delivered daily.

As will be presented in more detail in Section 2, the Town is projected to see a significant population increase over the next ten- and twenty-year planning periods.

System Facilities

The Town operates two (2) essential utilities which include a potable water and wastewater system. The systems are maintained and operated by the Town of Dundee's Public Work and

Utilities Departments in compliance with all state and federal requirements. Facilities include two (2) water treatment plants and one (1) wastewater treatment plant.

The potable water system includes components to pump and treat raw water extracted from the UFA. The treated, “finished” water is stored and re-pumped into the distribution system for potable consumption by the Town’s end users. The system also provides fire protection services which serve the Town and the greater utility service area.

The Town’s potable water system includes a total of six (6) operating public supply wells and two (2) ground water storage tanks (GST). The system is operated by six (6) high service pumps. Tables 1 and 2 provide detailed information about the Town’s facilities. See Map 4 for facilities locations.

Table 2: Inventory of Wells

Service Area	Well # (Name)	Well Diameter (inches)	Well Pump Capacity (GPM)	Well Depth (feet)	Pump Motor Horsepower
Town of Dundee	*Well #1	12	553,000	755	100
	Well #3	10	553,000	690	40
	Well #4	12	553,000	760	40
	Well #6	16	818,000	850	125
	Well #7	16	818,000	850	125
	Well #8	16	818,000	710	75

*Well #1 Not in operation

Table 2: Inventory of Water Treatment /Storage Facilities

Storage	Location	Type	Total Design Capacity (MGD)
*Lake Ruth WTP	603 Lake Marie Blvd, Dundee, FL 33838		
Hickory Walk WTP	1501 Steward Rd. Dundee, FL 33838	GST	0.75
Riner WTP	625 Dundee Rd. Dundee, FL 33838	GST	0.25

*Lake Ruth WTP is no longer in service

Water Treatment Practices

The Town treats raw ground water for Hydrogen Sulfide and organics by way of aerators and Cl₂ 12% bleach. The Town monitors its water treatment plants through a Supervisory Control & Automated Data Acquisition (SCADA) system and an OMNI process 24 hours a day, 7 days of the week.

Wastewater and Reuse

The Town's wastewater system is also regulated through FDEP under permit number FLA180416 (Expiration Date: April 5, 2025). It consists of a collection system, lift stations and transmission mains, as well as one wastewater treatment facility (WWTF), which has the capability to provide treated wastewater effluent for reuse. The Town's wastewater treatment effluent disposal capacities include a 0.316 Rapid Infiltration Basin. The Dundee Regional WWTF disposes of 0.13 MGD of reclaimed water to three rapid infiltration ponds.

Water Use

The Town's public water supply service area (10,925.9 acres) supports customers both inside and outside of the Town's corporate limits (See Map 1 for Service Area Boundary). As with many communities, the Town's dependency on groundwater use has increased over the past several decades. The Town is currently using approximately 797,208GPD. As part of its commitment to providing quality water to its customers, the Town also provides a water quality report to inform all residents and businesses about the quality of water and services that are delivered every day. As will be outlined in more detail in Section 2, the Town is projected to see considerable population growth over the next ten- and twenty-year planning periods.

SECTION 2: DATA AND ANALYSIS

2.1 Water Service Area

Potable water is administered through a metered system serving both residential and non-residential users under an adopted LOS standard of 115 gallons per person per day (gpcd). The system is regulated and permitted by the FDEP and the SWFWMD. The Town's permitted maximum flow (design capacity) for water extraction (as regulated through FDEP) is 2,690,000 gallons per day (gpd). The Town's current permitted capacity for water use by the SWFWMD is 917,500 gpd. In 2022, the Town extended its water use permit, which was issued with an expiration date of September 6, 2032.

Table 3 outlines the Town's permitted capacity and current metered connections under the active WUP.

Table 3: Town of Dundee's Existing Potable Water Customers

FDEP Public Water System (PWS)	WUP Permit No.	Permittee	Provider Type	WUP Permitted Capacity	Number of Residential Meters*	Number of Commercial/Industrial/Recreational Meters*
6530485	5893.013	Town of Dundee	Potable Water	917,500 GPD	2,039	241

*Data Source: Town of Dundee 2015 Public Supply Annual Report

2.2 Population Information and Water Demand Projection

Historic Water Use by Sector

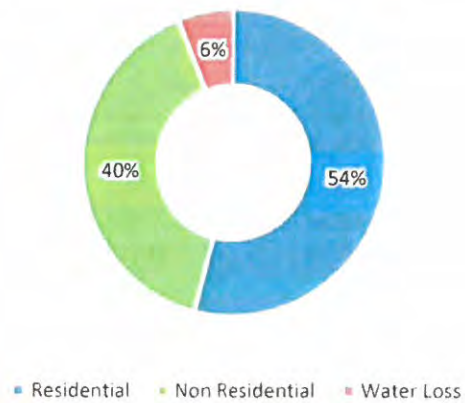
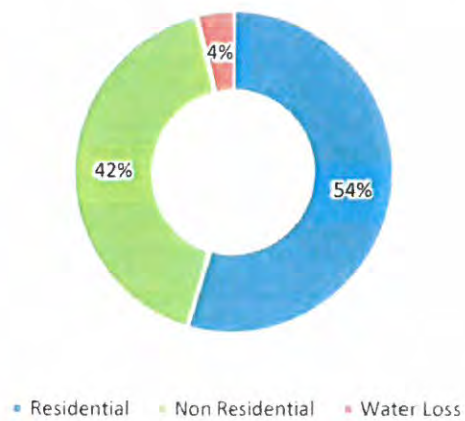
Planning for future water supply requires an understanding of past water use and the factors that influence future use over time. This section presents historical water use based on the 2011 and 2015 Town of Dundee's Public Supply Annual Reports (PSARs).

As expected, single family residential water use represents the greatest per capita/per day consumption rate, with mobile home uses (which are generally similar to single family residential uses) and residential irrigation being the next highest users. The amount of documented water loss in the Town's system according to the 2015 PSAR, is 27,630 gpd, which is less than 5 percent of the Town's total reported water use.

Growth Patterns and Potable Water

In 2020, the University of Florida's Bureau of Economic and Business Research (BEBR) estimated a Town population of 5,235 persons, which is an increase of 1,518 persons compared to the 2010 Census (3,717 persons). Based on the size of the Town's public water supply service area there is an even larger population demand. In 2020, the SWFWMD estimated a population of 5,583 persons. Population projections from 2020 to 2040 are outlined in Section 2. of this document.

Figures 2 and 3 reflect the Town's general percentage use of potable water for residential and non-residential users, for 2011 and 2015.

Annual Average of Gallons Per Day in 2011**Figure 2: Historic Potable Water Use in 2011****Annual Average of Gallons Per Day in 2015****Figure 3: Historic Potable Water Use in 2015**

5-year per Capita Demand

A calculation of the average per capita demand for potable water is necessary to monitor potential negative impacts on water resources and to ensure consumption rates do not exceed the Town's adopted LOS standard (115 gpcd) or the maximum 150 gpcd within the SWUCA. The average per capita demand is calculated based on the reported average daily water demand and the total consumption as measured by the Town's functional population. The functional population is defined as the total consuming end user, which includes permanent residents, seasonal residents, tourists, and net commuters as established by the SWFWMD. Table 4 outlines the 5-year per capita water demand.

Table 4: 5-Year Per Capita Water Demand

Service Area	Year	Adjusted Per Capita Demand (GPCD)*
Town of Dundee	2018	108
	2019	108
	2020	122
	2021	108
	2022	114
5-year average per capita demand		112

**Data source: Town of Dundee Public Supply Annual Report*

As shown in Table 4, the Town is generally operating within its adopted LOS of 115 gpcd. Based on the Town's PSARs from 2022 the Town's 5-year average demand is 112 gpcd.

Population Projection

Population projections used in this document are based on a methodology developed by the SWFWMD. The SWFWMD uses medium projections disaggregated to land parcel level using a GIS methodology. The functional population figures are used to reasonably estimate the potential impacts on future potable water demands. A twenty-year projection of the functional population, using the SWFWMD figures is provided in Table 5. 2020 is considered the base year consistent with the SWFWMD 2020 RWSP.

Table 5: Functional Population Projections of Dundee (2020-2040)

Year	Functional Population*
2020	5,583
2025	6,421
2030	7,183
2035	8,046
2040	8,932

* Data source: SWFWMD 2020 RWSP

2.3 Projected Annual Growth Rates

The projected functional population annual growth rates from 2020 to 2040 for the Town of Dundee are shown in Table 6 and Figure 5. In the immediate ten-year period from 2020-2030, the functional population is projected to increase from 5,583 to 7,183, reflecting an annual growth rate of 2.5 percent. Over the twenty-year period (2020-2040), the functional population is projected to increase from 5,583 to 8,932, reflecting an annual growth rate of 2.3 percent. The projected growth rates shown here, which do not include any future land acquisitions (*i.e.*, Town annexations), reflect a moderately-high growth rate over the ten- and twenty-year planning periods.

Table 6: Projected Functional Population Annual Growth Rates

Town of Dundee Projected Annual Growth Rates									
Year				2020-2025		2020-2030		2020-2040	
2020	2025	2030	2040	%Change	Annual Growth Rate	%Change	Annual Growth Rate	%Change	Annual Growth Rate
5,583	6,421	7,183	8,932	15	2.8	28.66	2.5	60	2.37

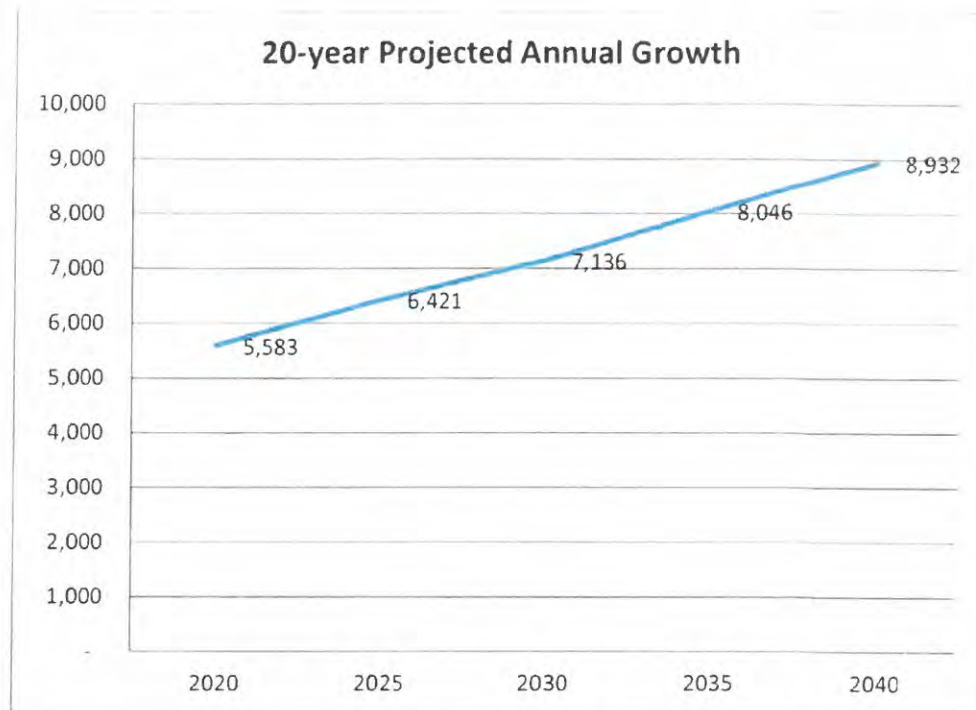


Figure 4: Projected Annual Growth

Table 8 outlines projected water demand to permitted water supply based on functional population projections using the Town's 5-year average demand (112 gpcd) as the multiplier.

Table 8: Projected Water Demand – 5-Year Average Consumption Rate (2020-2040)

	2020	2025	2030	2035	2040
Functional Population	5,583	6,421	7,183	8,046	8,932
Average Per Capita Demand (GPCD)*	112	112	112	112	112
Projected Average Demand (GPD)	625,296	719,152	804,496	901,152	1,000,384
WUP Permitted Capacity (GPD)**	917,500	917,500	917,500	917,500	917,500
Surplus (Deficit) Demand (GPD)	292,204	198,348	113,004	16,348	-82,884
Demand % of Permitted Capacity	68.15	78.38	87.68	98.21	1.090

The projections in Table 8 reveal a daily demand of 804,496 gpd by 2030 (ten-year period) and 1,000,384 gpd by 2040 (twenty-year period). Considering the Town's permitted capacity of 917,500 gpd (based on current WUP,) the Town is anticipated to meet projected growth demands in the ten-year but will face a deficit looking out to the 2040 planning horizon. Based on these findings, the town will continue to explore water re-use options and evaluate current and future projects in coordination with the SWFWMD, the CFWI and the Polk Regional Water Cooperative to assist with additional supply capacity.

SECTION 3: GOALS, OBJECTIVES, AND POLICIES

To promote long-term water resource planning and assure that adequate supplies are available to meet future water demands, the Town recommends goals, objectives, and policies, which are included in the Infrastructure, Conservation, Intergovernmental Coordination and Capital Improvements Elements of the Town's Comprehensive Plan.

3.1 Water Conservation and Water Reuse

The Town of Dundee will continue to promote water conservation and reuse in the service area. To date, the Town has implemented several water conservation regulations and initiatives consistent with SWFWMD's requirement for implementation of a water conservation plan. Dundee will continue conservation effort through the following:

- Conduct audits of the municipal water system to determine areas that may need repairs or contributing to increased water consumption through leaking pipes and prioritize accordingly.
- Require the use of Florida Friendly landscaping techniques for all new development and continuous promotion of all new automatic landscape irrigation systems to be fitted with properly installed automatic shutoff devices.
- Participate in the Florida Water Star program, which provides up to \$350,000 in rebates countywide to builders who participate in a voluntary certification program.
- Educate residents in water conservation and best practices through public education printed and on the Town's website.
- Public education printed and website.
- Promotion of low-flow toilets.
- Line Breaks are set at high priority and fixed promptly.

Additionally, the Town will continue to coordinate water conservation efforts with the SWFWMD, the CFWI, and the PRWC to ensure that proper strategies are being utilized. The Town will also continue to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation in a cost-effective and environmentally sensitive manner.

3.2. Intergovernmental Coordination

The Town continues to coordinate with Polk County regarding water resource issues, including coordination on water supply plans. The Town also recognizes its partnership and intergovernmental coordination with the CFWI, and the PRWC.

As part of the PRWC, Dundee is part of an inter-municipal effort to seek state funding for projects to take care of public supply needs in the next twenty years. The estimated cost of the projects is \$620 million and would produce at least 42 million gallons per day. One of Town's efforts includes an alternate water supply interconnect provided by the City of Winter Haven to be complete in Fiscal FY24-25 and an interconnect with PRWC completed by 2027 and in service by 2028. With these two water sources in place, the Town anticipates an elimination of any deficits through the 10-year and 20-year planning horizons. Dundee is part of a group of municipalities that is currently working to reduce water consumption through a variety of conservation programs, which include toilet rebates and financial assistance with installation costs, rebates for landscaping of new development projects to reduce water use and information on improved irrigation projects. Finally, as part of the SWFWMD permitting requirements, the Town is required to complete a Public Supply Annual Report which documents and provides updates on water demands and facilities information for water use permit compliance and maintenance purposes.

3.3. Capital Improvements

The Town continues to monitor, update, and improve its potable water system with the goal of providing an efficient and safe water supply for its customers. The Town will continue to upgrade facilities and infrastructure as needed to ensure peak operation of its utility facilities.

The Town has identified several improvements in its Capital Improvement Plan for FY 2022/2023 to FY 2026/2027. A total amount of \$24,072,626 is identified for both water and wastewater facility improvements. Potable water, distribution and collection system improvements include water treatment upgrades, ground storage tank repairs, water main upgrades, line, valve, and meter replacements. Project funding in the first two years (through FY 2023/2024) totals \$5,902,414. Wastewater improvements include a storage building, updates to the wastewater master plan, headworks expansion, septic tank elimination projects, and improvements to the plant worth \$5,463,000, with \$1,263,000 programmed through FY 2023/2024.

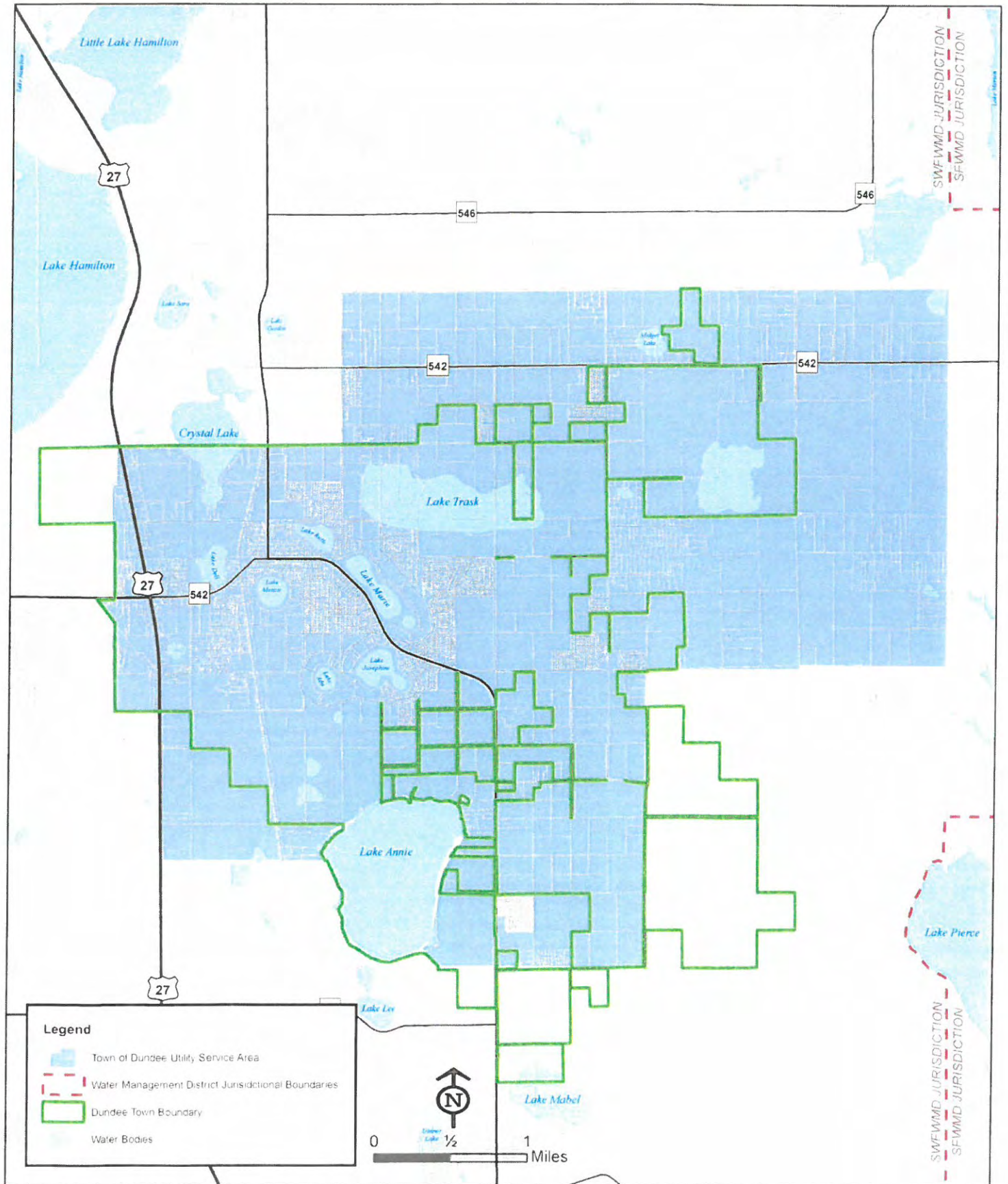
SECTION 4: CONCLUSION

4.1 Conclusion

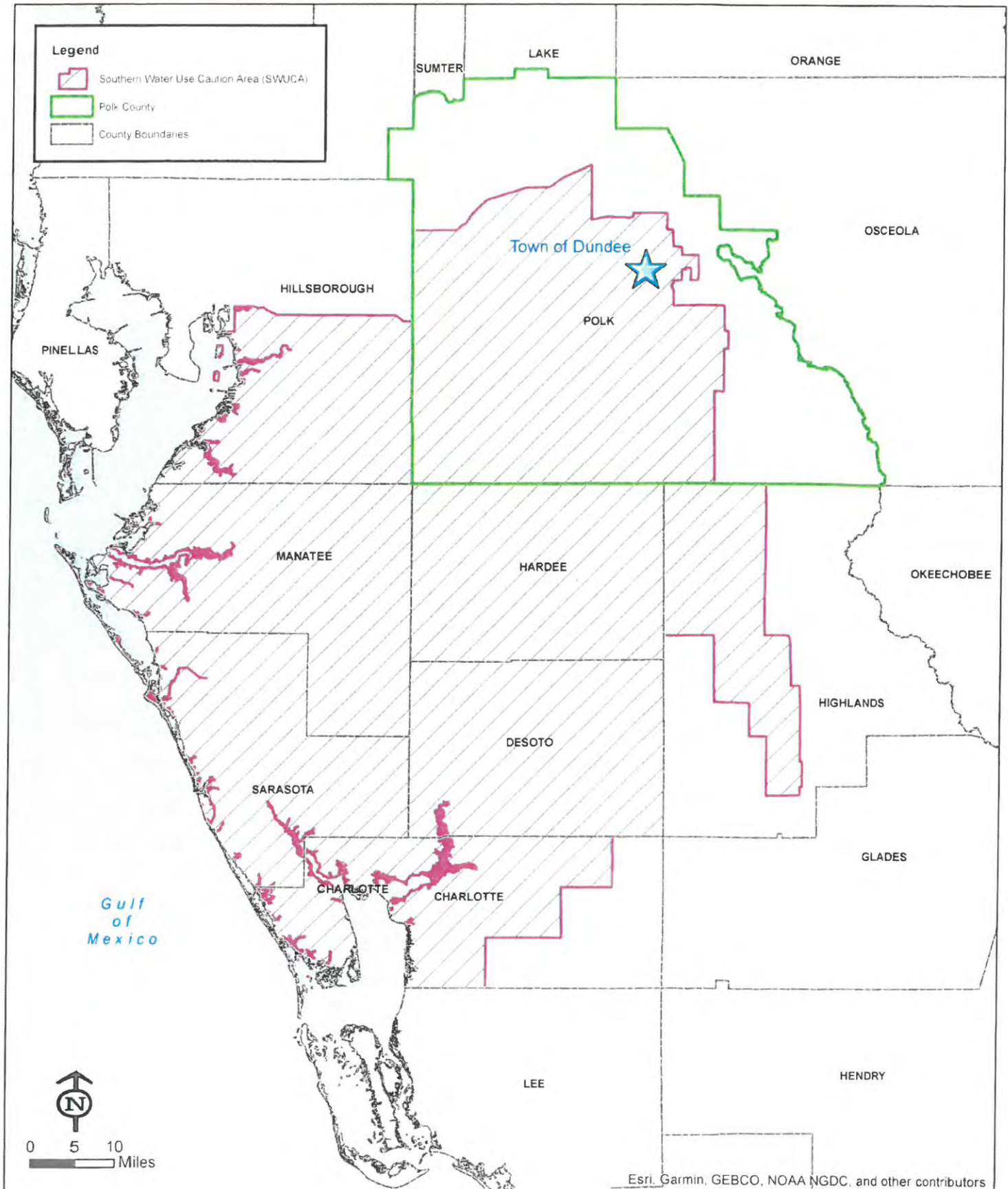
The Town of Dundee maintains and operates a potable water (utility) system serving users both inside and outside of the current Town limits. The Town system also operates within the boundary of the Southern Water Use Caution Area (SWUCA). As mentioned, the requirements under the SWUCA state that the Level of Service (LOS) standard for water must be lower than 150 gpcd. The Town's adopted LOS for water consumption is 115 gpcd. Based on reported consumption rates from 2018 to 2022, the Town's 5-year average demand is 112 gpcd.

Both the current LOS and the Town's 5-year average demand are below the SWUCA limitation of 150 gpcd. Currently, the Town's utility is permitted to distribute 917,500 GPD. The current average demand for potable water service is approximately 625,296 GPD, leaving an available capacity of 292,204 GPD. While the Town is expected to meet demands through the 10-year planning period (2030), findings reflect there will be a deficit through the 2040 planning horizon (See Table 8). Through continued efforts in coordination with the SWFWMD, the CFWI and the Polk Regional Water Cooperative, additional sources of water may be available to help meet additional needs by the 2040 planning horizon. The Town will continue its conservation efforts through all available resources and continue to upgrade its facilities when and where improvements are needed to ensure a quality water supply system is maintained.

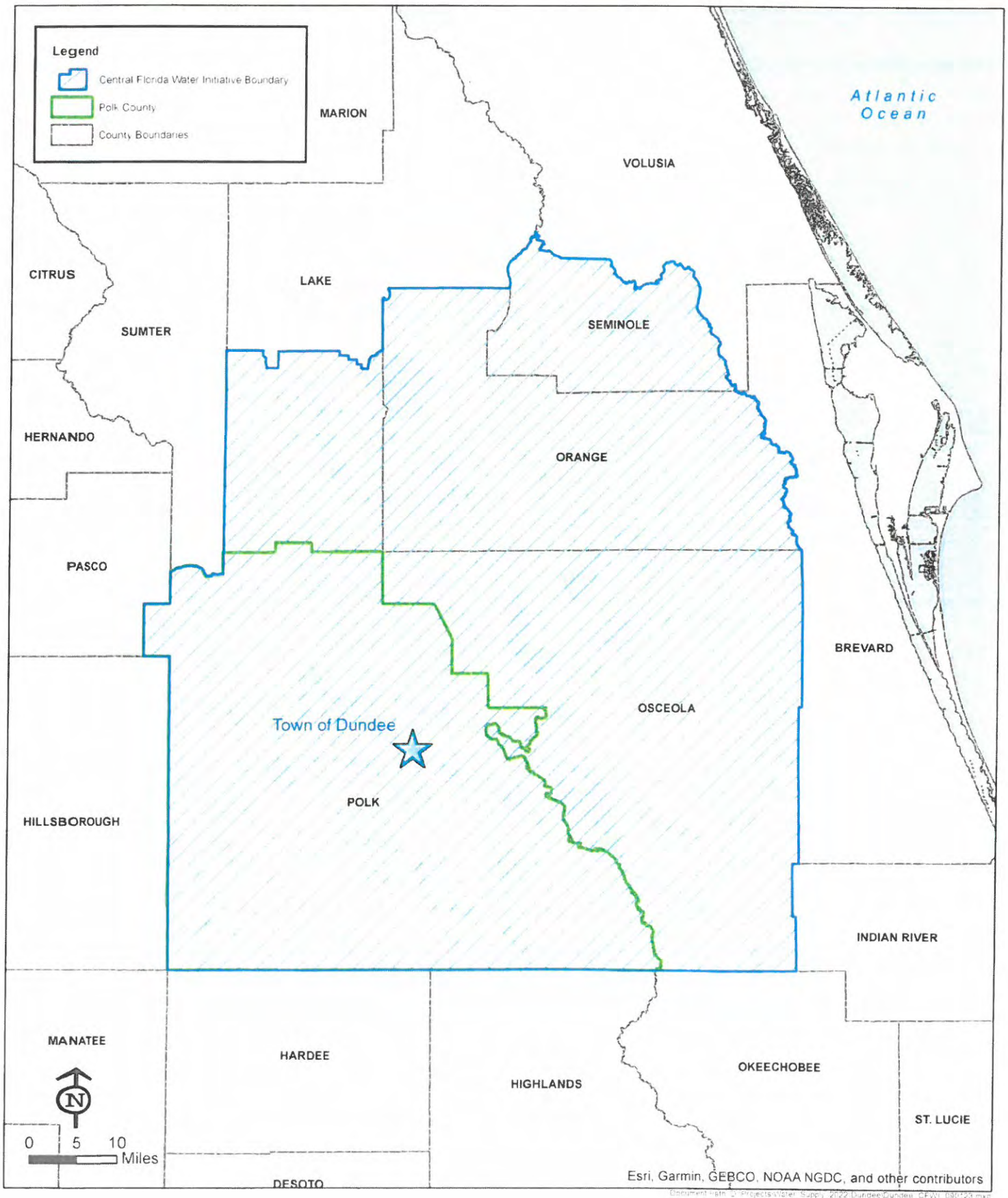
Map 1 UTILITY SERVICE AREA



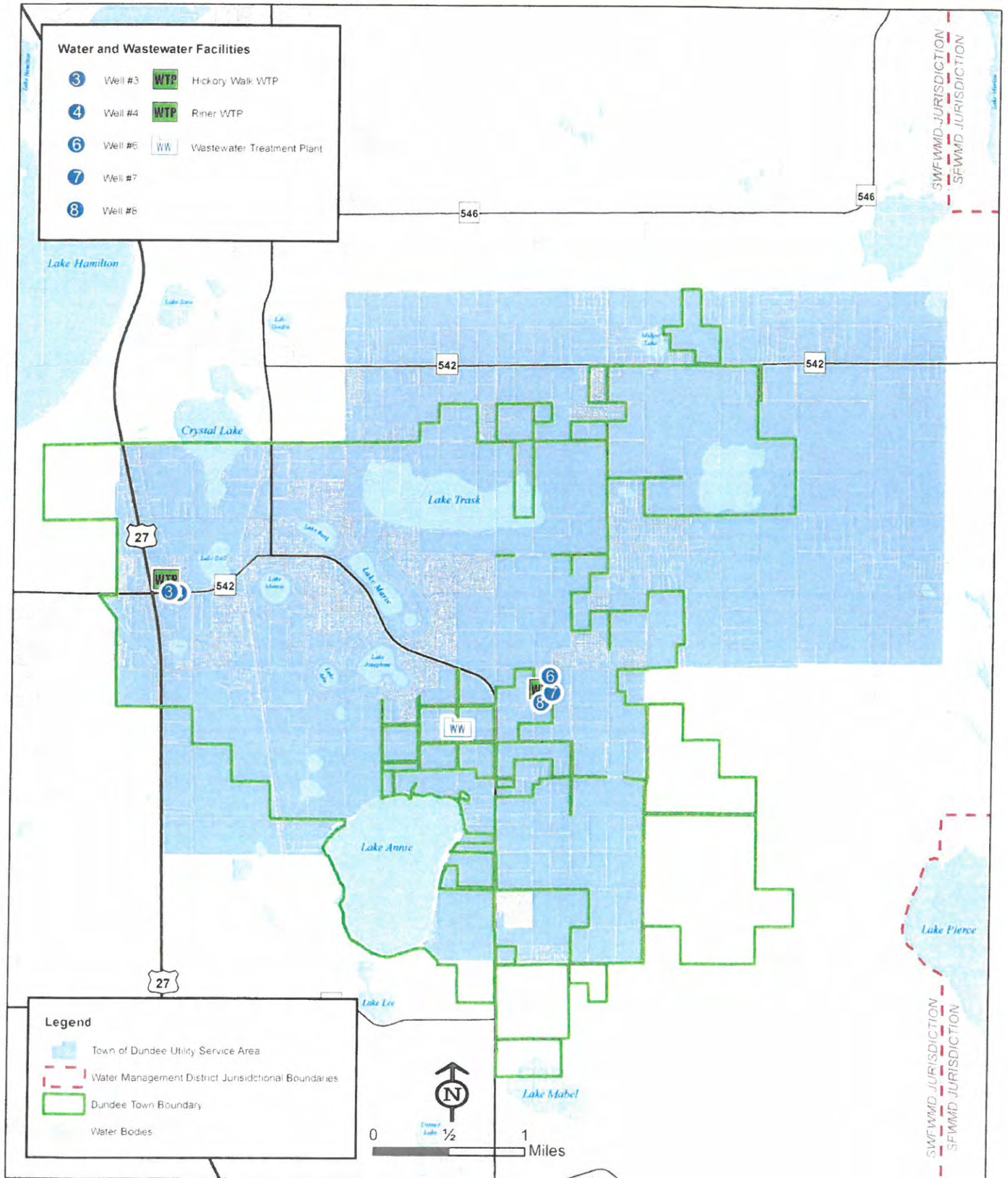
Map 2 SOUTHERN WATER USE CAUTION AREA



Map 3 CENTRAL FLORIDA WATER INITIATIVE (CFWI)



Map 4 WATER & WASTEWATER UTILITY FACILITIES



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida
34604 (352) 796-7211 or 1-800-423-1476
(FL only) WaterMatters.org

An Equal
Opportunity
Employer

The Southwest Florida Water Management District (District) does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services and activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act, should contact the Human Resources Office Chief, at 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); or email ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955- 8771 (TDD) or 1- 800-955- 8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at WaterMatters.org/ADA.

Final Agenda GOVERNING BOARD MEETING

MAY 20, 2025
9:00 AM

7601 US 301 North, Tampa, FL 33637
(813) 985-7481

All meetings are open to the public

MEETING NOTICE

- › Viewing of the Board meeting will be available through the District's website at WaterMatters.org.
- › Public input will be taken only at the meeting location.
- › Public input for issues not listed on the published agenda will be heard shortly after the meeting begins.

Pursuant to Section 373.079(7), Florida Statutes, all or part of this meeting may be conducted by means of communications media technology in order to permit maximum participation of Governing Board members.

The Governing Board may take official action at this meeting on any item appearing on this agenda and on any item that is added to this agenda as a result of a change to the agenda approved by the presiding officer of the meeting pursuant to Section 120.525, Florida Statutes.

The order of items appearing on the agenda is subject to change during the meeting and is at the discretion of the presiding officer.

Public Comment will be taken after each presentation and before any Governing Board action(s) except for Governing Board hearings that involve the issuance of final orders based on recommended Orders received from the Florida Division of Administrative Hearings.

Unless specifically stated, scheduled items will not be heard at a time certain.

The current Governing Board agenda and minutes of previous meetings are available at WaterMatters.org.

Bartow Office
170 Century Boulevard
Bartow, Florida 33830

(883) 534-1448 or 1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240

(841) 377-3722 or 1-800-320-3503 (FL only)

Tampa Office
7601 Hwy 301 N
Tampa, Florida 33637

(813) 985-7481 or 1-800-836-0797 (FL only)

1. CONVENE PUBLIC MEETING

- 1.1 Call to Order
- 1.2 Invocation and Pledge of Allegiance
- 1.3 Election of Governing Board Officers
- 1.4 Employee Recognition
- 1.5 Additions/Deletions to Agenda
- 1.6 Public Input for Issues Not Listed on the Published Agenda

2. CONSENT AGENDA

- 2.1 **Finance/Outreach and Planning Committee:** Water Reuse Week Proclamation
- 2.2 **Operations, Lands and Resource Monitoring Committee:** Right of First Refusal – Bronson Conservation Easement, SWF Parcel No. 10-200-1100Cb (Lake County)
- 2.3 **Regulation Committee:** Water Use Permit No. 20 001512.016, Charlotte Harbor Water Association / CHWA Public Water Supply (Charlotte County)
- 2.4 **Regulation Committee:** Water Use Permit No. 20 003216.013, T & T Environmental, LLC / Desoto Groves (DeSoto County)
- 2.5 **Regulation Committee:** Water Use Permit No. 20 005893.014, Town of Dundee / Town of Dundee Public Supply (Polk County)
- 2.6 **Regulation Committee:** Water Use Permit No. 20 006409.009, Cameron High Grove, LLC / High Grove (Highlands County)
- 2.7 **Regulation Committee:** Water Use Permit No. 20 006624.011, City of Lake Alfred / City of Lake Alfred Public Supply (Polk County)
- 2.8 **General Counsel's Report:** Amendment and Partial Release of Conservation Easement – Environmental Resource Permit Application No. 887884 – McIntosh Parcel (Polk County)
- 2.9 **General Counsel's Report:** Authorization to Initiate Litigation – Tsala Apopka Golf Course Control Structure Project (C680)
- 2.10 **Executive Director's Report:** Approve Governing Board Workshop Minutes – March 25, 2025
- 2.11 **Executive Director's Report:** Approve Governing Board Minutes – April 22, 2025

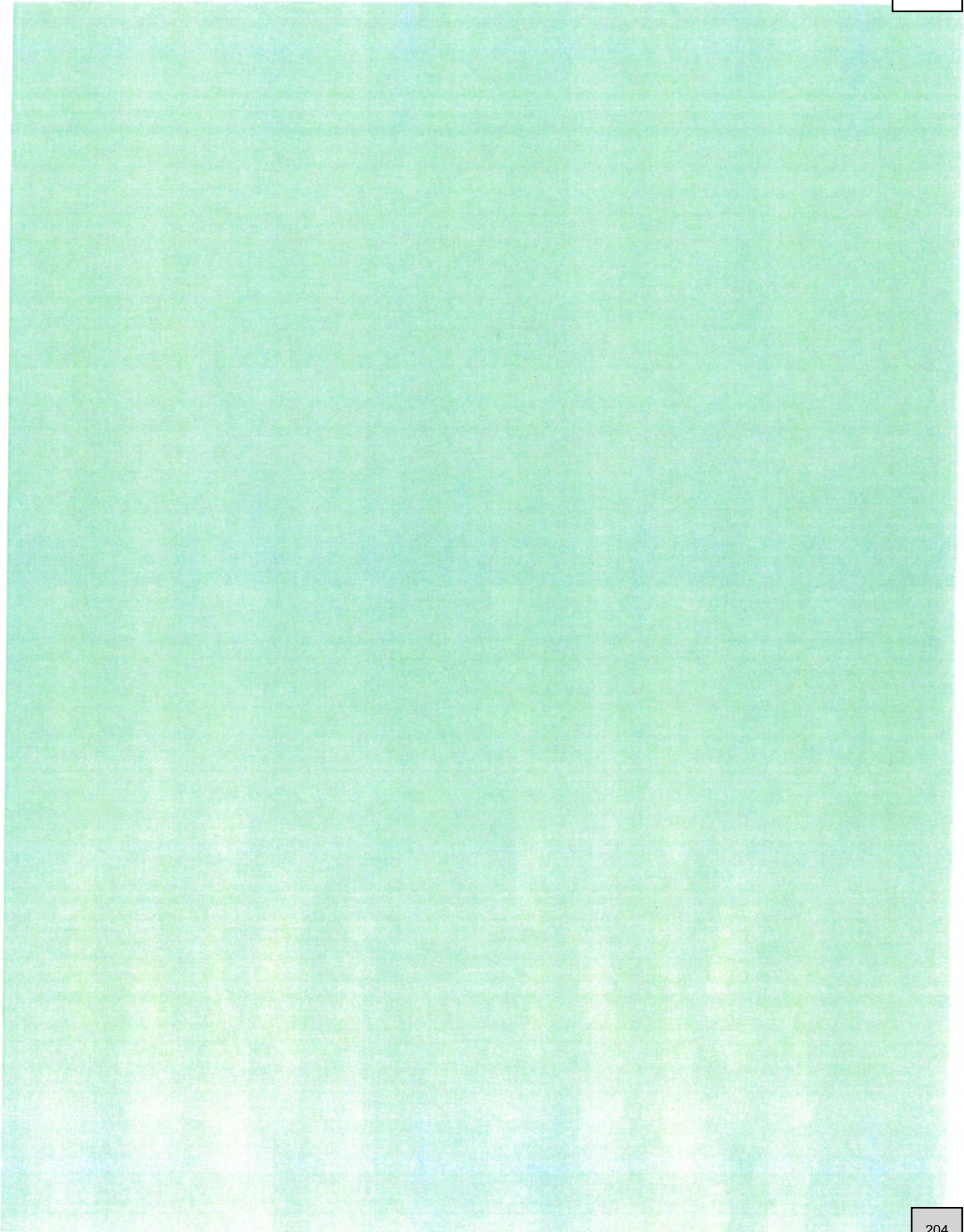
3. FINANCE/OUTREACH AND PLANNING COMMITTEE

- 3.1 **Discussion:** Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Information Item: Legislative Update
- 3.3 **Submit & File:** Information Item: Budget Transfer Report

4. RESOURCE MANAGEMENT COMMITTEE

- 4.1 **Discussion:** Consent Item(s) Moved to Discussion

- 4.2 **Discussion:** Information Item: 2025 Regional Water Supply Plan
- 4.3 **Discussion:** Information Item: 2024 District-wide Seagrass Mapping Results (W331/B017)
- 5. **OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE**
- 5.1 **Discussion:** Consent Item(s) Moved to Discussion
- 6. **REGULATION COMMITTEE**
- 6.1 **Discussion:** Consent Item(s) Moved to Discussion
- 6.2 **Discussion:** Action Item: Denials Referred to the Governing Board
- 7. **GENERAL COUNSEL'S REPORT**
- 7.1 **Discussion:** Consent Item(s) Moved to Discussion
- 7.2 **Discussion:** Action Item: Affirm Governing Board Committee Actions
- 8. **COMMITTEE/LIAISON REPORTS**
- 8.1 **Discussion:** Information Item: Environmental Advisory Committee
- 9. **EXECUTIVE DIRECTOR'S REPORT**
- 9.1 **Discussion:** Information Item: Executive Director's Report
- 10. **CHAIR'S REPORT**
- 10.1 **Discussion:** Information Item: Chair's Report
- 10.2 **Discussion:** Information Item: Employee Milestones
- ADJOURNMENT**



Item 2.5**CONSENT AGENDA****May 20, 2025****Regulation Committee: Water Use Permit No. 20 005893.014, Town of Dundee / Town of Dundee Public Supply (Polk County)**

This is a renewal of an existing water use permit for public supply use. The authorized quantities are based on the 2045 demand and a gross daily water use rate of 115 gallons per day per capita (gpcd). The quantities have changed from those previously permitted to reflect an increase in population from 6,168 to 14,805 and a decrease in per capita use rate from 148 to 115 gpcd. This permit authorizes an annual average quantity increase from 917,500 gallons per day (gpd) to 1,702,700 gpd, and a peak month quantity increase from 1,202,000 gpd to 2,230,400 gpd. The 2025 annual average demand of 925,800 gpd is based on a population of 7,913 and a per capita use rate of 117 gpcd. The approval of an increase in withdrawals from the Upper Floridan Aquifer (UFA) above the 2025 demand is supported by impact offsets associated with the pending retirement of 18 existing water use permits whose authorized annual average groundwater quantity sums to 1,371,500 gpd through land use transitions. There is no change in Use Type from the prior revision. The Town of Dundee is a member of the Polk Regional Water Cooperative (PRWC) and is expected to receive up to 900,000 gpd in Alternative Water Supply (AWS) from the PRWC in the future. This permit is located in the Southern Water Use Caution Area (SWUCA) and within the Central Florida Water Initiative (CFWI).

Special Conditions include those that require the Permittee to report monthly meter readings; to perform meter accuracy checks every five years; to cap wells not in use; to modify the permit upon receipt of AWS; to comply with rate structure, per capita, and customer billing requirements; to submit a report summary of retiring land use transition permits; and to submit the Public Supply Annual Report each year.

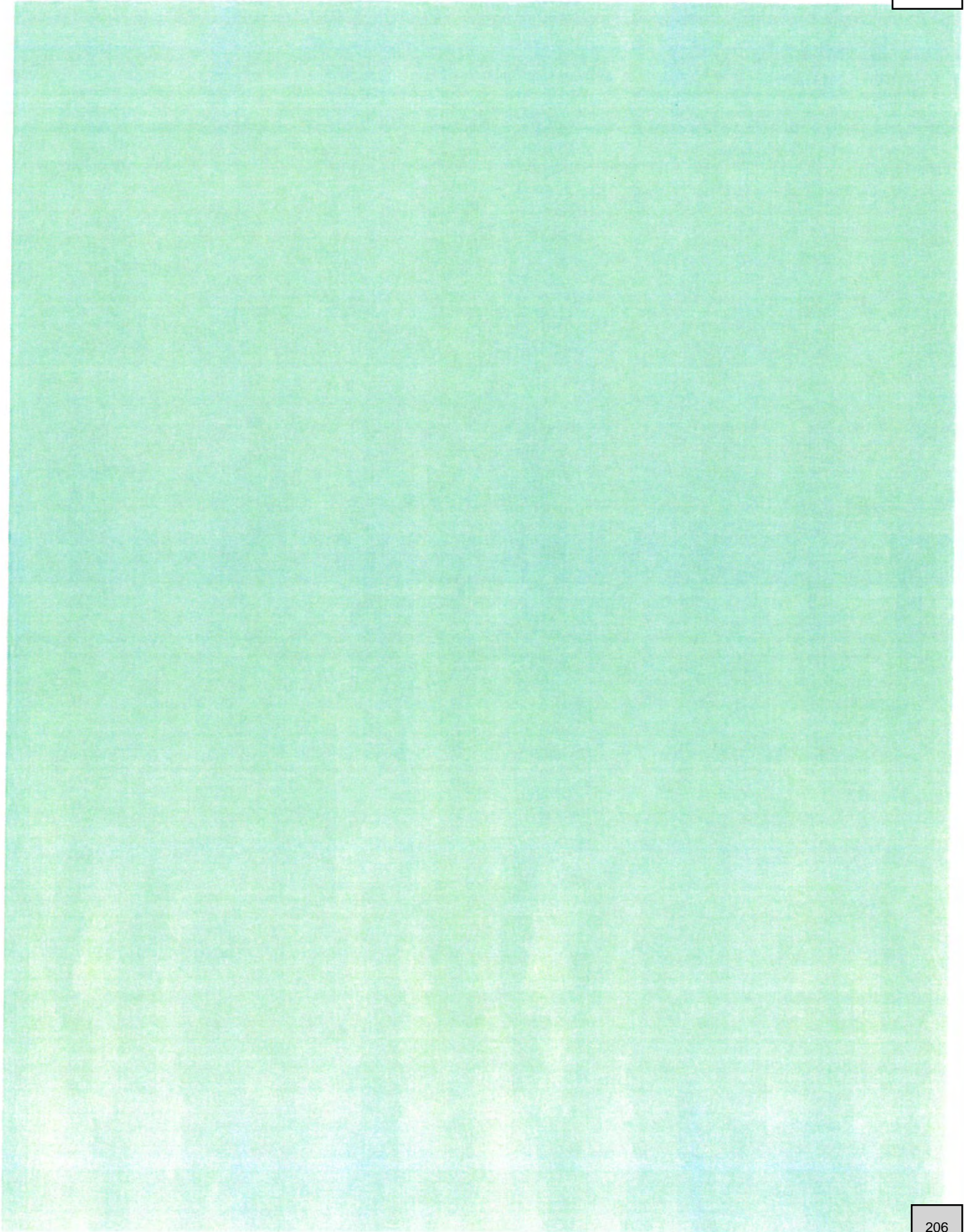
The permit application meets all Conditions for Issuance pursuant to Florida Administrative Code Rule 40D-2.301.

Staff Recommendation:

Approve the proposed permit attached as an exhibit.

Presenter:

April D. Breton, Bureau Chief, Water Use Permit Bureau



**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 005893.014**

PERMIT ISSUE DATE: May 20, 2025

EXPIRATION DATE: May 20, 2045

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

TYPE OF APPLICATION: Renewal

GRANTED TO: Town of Dundee / Attn: Tracy Mercer
Post Office Box 1000
Dundee, FL 33838-1000

PROJECT NAME: Town of Dundee Public Supply

WATER USE CAUTION AREA(S): SOUTHERN WATER USE CAUTION AREA

COUNTY: Polk

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)

ANNUAL AVERAGE	1,702,700 gpd
PEAK MONTH ¹	2,230,400 gpd

1. Peak Month: Average daily use during the highest water use month.

ABSTRACT:

This is a renewal of an existing water use permit for public supply use. The authorized quantities are based on the 2045 demand and a gross per capita daily water use rate of 115 gallons per day (gpd). The quantities have changed from those previously permitted to reflect an increase in population from 6,168 to 14,805 and a decrease in per capita use rate from 148 to 115 gpcd. This permit authorizes an annual average quantity increase from 917,500 gallons per day (gpd) to 1,702,700 gpd, and a peak month quantity increase from 1,202,000 gpd to 2,230,400 gpd. The 2025 annual average demand of 925,800 gpd is based on a population of 7,913 and a per capita use rate of 117 gpcd. The approved increase in withdrawals from the Upper Floridan Aquifer (UFA) above the 2025 demand is supported by impact offsets associated with the pending retirement of 18 existing water use permits whose authorized annual average groundwater quantity sums to 1,371,500 gpd through land use transitions. There is no change in Use Type from the prior revision. The Town of Dundee is a member of the Polk Regional Water Cooperative (PRWC) and is expected to receive up to 900,000 gpd in Alternative Water Supply (AWS) from the PRWC in the future. This permit is located in the Southern Water Use Caution Area (SWUCA) and within the Central Florida Water Initiative (CFWI).

Special Conditions include those that require the Permittee to report monthly meter readings, to perform meter accuracy checks every five years, to cap wells not in use, to modify the permit upon receipt of AWS, to comply with rate structure, per capita, and customer billing requirements, submit a report summary of retiring land use transition permits and to submit the Public Supply Annual Report each year.

WATER USE TABLE (In gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>
Public Supply	1,702,700	2,230,400

USE TYPE

Residential Single Family

PUBLIC SUPPLY:

Population Served: 14,805
 Per Capita Rate: 115 gpd/person

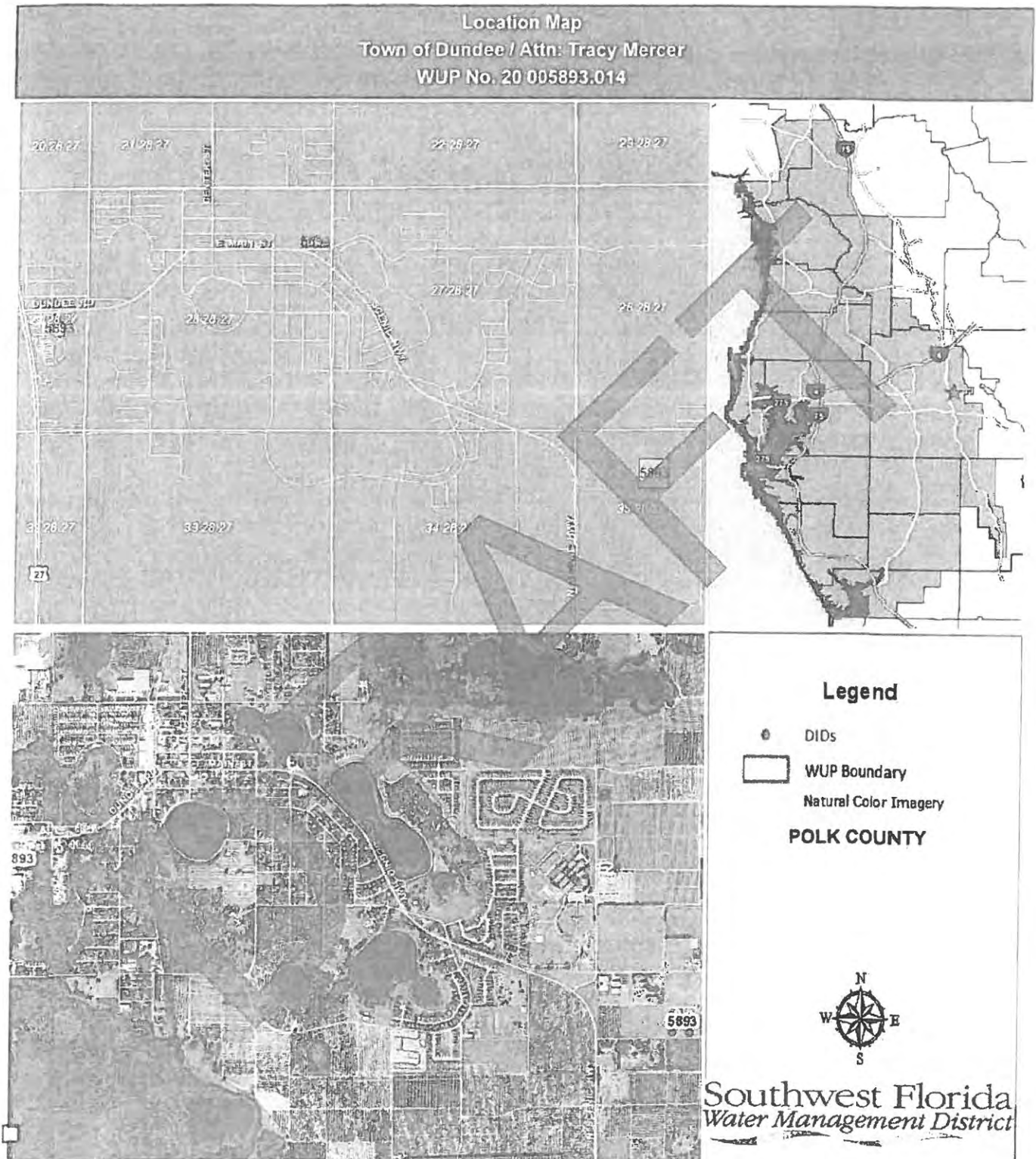
WITHDRAWAL POINT QUANTITY TABLE

Water use from these withdrawal points are restricted to the quantities given below:

<u>I.D. NO. PERMITTEE/ DISTRICT</u>	<u>DIAM (in.)</u>	<u>DEPTH TTL./CSD.FT. (feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE (gpd)</u>	<u>PEAK MONTH (gpd)</u>
3 / 3	10	690 / 97	Public Supply	295,800	387,500
4 / 4	12	760 / 145	Public Supply	295,800	387,500
6 / 6	16	850 / 240	Public Supply	370,300	485,100
7 / 7	16	850 / 260	Public Supply	370,400	485,100
8 / 8	16	710 / 250	Public Supply	370,400	485,200

WITHDRAWAL POINT LOCATION TABLE

<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
3	28° 01' 02.05"/81° 37' 47.87"
4	28° 01' 03.23"/81° 37' 47.90"
6	28° 00' 31.22"/81° 35' 23.54"
7	28° 00' 29.60"/81° 35' 21.90"
8	28° 00' 29.50"/81° 35' 25.60"



STANDARD CONDITIONS:

The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

SPECIAL CONDITIONS:

1. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center (www.swfwmd.state.fl.us/permits/epermitting/) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the tenth day of the month following data collection, it shall be deemed as a timely submittal.

All mailed reports and data are to be sent to:

Southwest Florida Water Management District
Tampa Service Office, Water Use Permit Bureau
7601 U.S. Hwy. 301 North
Tampa, Florida 33637-6759

Submission of plans and reports: Unless submitted online or otherwise indicated in the special condition, the original and two copies of each plan and report, such as conservation plans, environmental analyses, aquifer test results, per capita annual reports, etc. are required.

Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level, evapotranspiration, or water quality data.

(499)

2. The quantities included in the permit are based on a gross per capita daily water use rate of 115 gpd. Failure to maintain, on average, the per capita rate on which the permitted quantity is based could result in noncompliance with the terms of the permit. A per capita rate of 117 is allowable until December 31, 2033. After December 31, 2033, the permittee shall achieve a per capita rate not greater than 116. After December 31, 2043, the permittee shall achieve a per capita rate that is not greater than 115. The per capita rate will be monitored via the Annual Report and the Reclaimed Water Supplier Report that are required to be submitted by April 1 of each year for the term of the permit.(67)
3. This permit shall be modified if an additional source of water is provided for public supply use from a separate entity. This includes additional Alternative Water Supply quantities and irrigation water for lawn/landscape and common areas. The Permittee shall notify the District of the additional water source and submit an application to modify the permit to acknowledge receipt.(68)
4. The permittee shall develop and maintain an Annual Conservation Goal Implementation Plan (ACGIP) pursuant to section 2.7 of the CFWI Supplemental Applicant's Handbook for Consumptive Use Permitting. The ACGIP shall outline conservation goals for no less than 5 years. Agricultural permittees implementing BMPs in lieu of an ACGIP must maintain documentation supporting the enrollment and implementation of selected BMPs. The permittee shall submit the ACGIP upon request by the District, during a 10-year compliance report, and with an application for permit renewal or modification except for a public water supply permittee with an annual average daily quantity of 100,000 gpd or greater and whose commercial use equals or exceeds 30 percent of its total water use, shall report its progress toward achieving the conservation goals within the ACGIP annually.
(92)
5. Within 90 days of the replacement of any or all withdrawal quantities from ground water or surface water bodies with an Alternative Water Supply, the Permittee shall apply to modify this permit to place equal quantities of permitted withdrawals from the ground and/or surface water resource on standby. The standby quantities can be used in the event that some or all of the alternative source is not available.(363)

6. The Permittee shall immediately implement the District-approved water conservation plan that was submitted in support of the application for this permit. Conservation measures that the Permittee has already implemented shall continue, and proposed conservation measures shall be implemented as proposed in the plan. Progress reports on the implementation of water conservation practices indicated as proposed in the plan as well as achievements in water savings that have been realized from each water conservation practice shall be submitted by June 1, 2035. (449)
7. The Permittee shall investigate the feasibility of using Alternative Water Supply (AWS) when notified by the District that AWS water may be available in sufficient supply to be utilized for this permit. The Permittee shall submit a report documenting the feasibility investigation within six months of the notification. The report shall contain an analysis of AWS water sources for the area, including the relative location of these sources to the Permittee's property, the quantity of AWS water available, the projected date(s) of availability, costs associated with obtaining the AWS water, and an implementation schedule for AWS, if feasible. Infeasibility shall be supported with a detailed explanation. If the use of AWS water is determined to be feasible by the Permittee or by the District, then the Permittee shall submit an application to modify this water use permit to include AWS water as a source of water. The modification application shall include a date when the AWS water will be available and shall indicate a proposed modification in permitted quantities. If the permit application is not submitted by the Permittee, the District may modify, following notice to the Permittee, the quantities authorized with this permit to account for the availability of AWS water. (458)
8. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C. (568)
9. Beginning January 1, 2012, the Permittee shall comply with the following requirements:
 - A. Customer billing period usage shall be placed on each utility-metered customer's bill.
 - B. Meters shall be read and customers shall be billed no less frequently than bi-monthly.
 - C. The following information, as applicable to the customer, shall be provided at least once each calendar year and a summary of the provisions shall be provided to the District annually as described in Section D, below. The information shall be provided by postal mailings, bill inserts, online notices, on the bill or by other means. If billing units are not in gallons, a means to convert the units to gallons must be provided.
 1. To each utility-metered customer in each customer class - Information describing the rate structure and shall include any applicable:
 - a. Fixed and variable charges,
 - b. Minimum charges and the quantity of water covered by such charges,
 - c. Price block quantity thresholds and prices,
 - d. Seasonal rate information and the months to which they apply, and
 - e. Usage surcharges
 2. To each utility-metered single-family residential customer - Information that the customer can use to compare its water use relative to other single-family customers or to estimate an efficient use and that shall include one or more of the following:
 - a. The average or median single-family residential customer billing period water use calculated over the most recent three year period, or the most recent two year period if a three year period is not available to the utility. Data by billing period is preferred but not required.
 - b. A means to calculate an efficient billing period use based on the customer's characteristics, or
 - c. A means to calculate an efficient billing period use based on the service area's characteristics.
 - D. Annual Report: The following information shall be submitted to the District annually by October 1 of each year of the permit term to demonstrate compliance with the requirements above. The information shall be current as of the October 1 submittal date.
 1. Description of the current water rate structure (rate ordinance or tariff sheet) for potable and non-potable water.
 2. Description of the current customer billing and meter reading practices and any proposed changes to these practices (including a copy of a bill per A above).
 3. Description of the means the permittee uses to make their metered customers aware of rate structures, and how the permittee provides information their metered single-family residential customers can use to compare their water use relative to other single-family customers or estimate an efficient use (see C 1 & 2 above).

(592)

10. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)
11. The Permittee shall maintain a water conserving rate structure for the duration of the permit term. Any changes to the water conserving rate structure described in the application shall be described in detail as a component of the next Annual Report on Water Rate, Billing and Meter Reading Practices of the year following the change.(659)
12. The Permittee shall submit a "Public Supply Annual Report" to the District by April 1 of each year on their water use during the preceding calendar year using the form, "Public Supply Water Use Annual Report Form" (Form No. LEG-R.103.00 (05/14)), referred to in this condition as "the Form," and all required attachments and documentation. The Permittee shall adhere to the "Annual Report Submittal Instructions" attached to and made part of this condition in Exhibit B. The Form addresses the following components in separate sections.

Per Capita Use Rate

A per capita rate for the previous calendar year will be calculated as provided in Part A of the Form using Part C of the Form to determine Significant Use deduction that may apply. Permittees that cannot achieve a per capita rate of 150 gpd according to the time frames included in the "Instructions for Completion of the Water Use Annual Report" shall include a report on why this rate was not achieved, measures taken to comply with this requirement, and a plan to bring the permit into compliance.

Residential Use

Residential use shall be reported in the categories specified in Part B of the Form, and the methodology used to determine the number of dwelling units by type and their quantities used shall be documented in an attachment.

Non-Residential Use

Non-residential use quantities provided for use in a community but that are not directly associated with places of residence, as well as the total water losses that occur between the point of output of the treatment plant and accountable end users, shall be reported in Part B of the Form.

Water Conservation

In an attachment to the Form, the Permittee shall describe the following:

1. Description of any ongoing audit program of the water treatment plant and distribution systems to address reductions in water losses.
2. An update of the water conservation plan that describes and quantifies the effectiveness of measures currently in practice, any additional measures proposed to be implemented, the scheduled implementation dates, and an estimate of anticipated water savings for each additional measure.
3. A description of the Permittees implementation of water-efficient landscape and irrigation codes or ordinances, public information and education programs, water conservation incentive programs, identification of which measures and programs, if any, were derived from the Conserve Florida Water Conservation Guide, and provide the projected costs of the measures and programs and the projected water savings.

Water Audit

If the current water loss rate is greater than 10% of the total distribution quantities, a water audit as described in the "Instructions for Completion of the Water Use Annual Report" shall be conducted and completed by the following July 1, with the results submitted by the following October 1. Indicate on Part A of the Form whether the water audit was done, will be done, or is not applicable.

Alternative Water Supplied Other Than Reclaimed Water

If the Permittee provides Alternative Water Supplies other than reclaimed water (e.g., stormwater not

67

treated for potable use) to customers, the information required on Part D of the Form shall be submitted along with an attached map depicting the areas of current Alternative Water Use service and areas that are projected to be added within the next year.

Suppliers of Reclaimed Water

1. Permittees having a wastewater treatment facility with an annual average design capacity equal to or greater than 100,000 gpd:

The Permittee shall submit the "SWFWMD Annual Reclaimed Water Supplier Report" on quantities of reclaimed water that was provided to customers during the previous fiscal year (October 1 to September 30). The report shall be submitted in Excel format on the Compact Disk, Form No. LEG-R.026.00 (05/09), that will be provided annually to them by the District. A map depicting the area of reclaimed water service that includes any areas projected to be added within the next year, shall be submitted with this report.

2. Permittees that have a wastewater treatment facility with an annual average design capacity less than 100,000 gpd:

a. The Permittee has the option to submit the "SWFWMD Annual Reclaimed Water Supplier Report," Form No. LEG-R.026.00, as described in sub-part (1) above, or

b. Provide information on reclaimed water supplied to customers on Part E of the Form as described in the "Instructions for Completion of the Water Use Annual Report".

Updated Service Area Map

If there have been changes to the service area since the previous reporting period, the Permittee shall update the service area using the map that is maintained in the District's Mapping and GIS system. (660)

13. The revised Environmental Management Plan (EMP) dated April 8, 2025, that was submitted in support of the application for this permit shall be implemented upon permit issuance. The EMP is to address how environmental conditions in the vicinity of the Permittee's wellfields will be monitored, how unacceptable adverse impacts will be identified, and how and when unacceptable adverse impacts caused by water production will be mitigated by the Permittee. An annual report compiling the results, analyses, and conclusions of the hydrologic monitoring from the preceding October 1 to September 30 shall be submitted by July 1 of each year of the permit. A report compiling the results, analyses, and conclusions of the vegetative monitoring from the preceding 5 years shall be submitted by July 1, 2027, and every 5 years thereafter. The report shall identify and describe any trends of vegetative and/or hydrologic changes in the EMP network using the methodology outlined in the EMP to determine if District Performance Standards for wetlands have been met. The annual report and all required supporting documentation shall be submitted to the Water Use Permit Bureau if submitted in hard copy. If submitted electronically, it is required that any documentation that is in color be scanned in color. During the permit term, the Permittee may submit a proposal to enhance or revise the EMP. Such revisions are subject to approval by the Water Use Permit Bureau Chief. (676)
14. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief: District ID Nos. 3, 4, 6, 7 and 8, Permittee ID Nos. 3, 4, 6, 7 and 8. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit. (719)
15. The Permittee shall continue to maintain the piezometers listed below, monitor water levels, and report them to the District at the frequency listed for the interval, aquifer system, or geologic formation listed. Water levels shall be recorded relative to North American Vertical Datum 1988 and to the maximum extent possible, recorded on a regular schedule: same time each day, same day each week, same week each month as appropriate to the frequency noted. The readings shall be reported online via the WUP Portal at the District website (www.watermatters.org) or mailed in hardcopy on District-provided forms to the Water Use Permit Bureau on or before the tenth day of the following month. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource.

Existing District ID Nos. 40 and 41/Permittee ID Nos. PZ-1 and PZ-2, to monitor the Surficial aquifer system on a monthly basis.

16. The Permittee shall continue to maintain the District-approved staff gauges in the water bodies at the locations specified by latitude and longitude below and report measurements of water levels referenced to North American Vertical Datum 1988 at the frequency indicated.

District ID No. 42, Permittee ID No. SG-1, record on a monthly basis at Latitude 28 01 07.32 N
Longitude 81 37 33.96 W

District ID No. 44, Permittee ID No. SG-2, record on a monthly basis at Latitude 28 01 04.01 N
Longitude 81 37 35.30 W

To the maximum extent possible, water levels shall be recorded on the same week of each month and reported to the Water Use Permit Bureau, online via the WUP Portal on the District website, or in hardcopy on District-provided forms on or before the tenth day of the following month. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource.

(762)

17. Before September 1, 2025, the Permittee shall submit a summarized report listing the status of the water use permits that were utilized for impact offsets. If any of the permits listed below are not cancelled, The Town of Dundee shall apply to modify their permit which may include a change of the currently authorized quantities. The permits listed below are to be cancelled and were used to offset impacts from groundwater pumping:

Water Use Permit Nos.

20000042.005
20000175.008
20001883.008
20001943.007
20002250.008
20002501.010
20002503.009
20002504.006
20002814.007
20003818.007
20004105.010
20004239.008
20007039.007
20007197.012
20008582.010
20011826.004
20012972.003
20013116.002
(991)

40D-2
Exhibit A

WATER USE PERMIT STANDARD CONDITIONS

1. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, collect samples, take measurements, observe permitted and related facilities and collect and document any information deemed necessary to determine compliance with the approved plans, specifications and conditions of this permit. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
3. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.
4. The Permittee shall mitigate any adverse impact to environmental features or other land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Examples of adverse impacts include the following:
 - A. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses, or
 - B. Damage to crops and other vegetation causing financial harm to the owner; and
 - C. Damage to the habitat of endangered or threatened species.
5. The Permittee shall mitigate any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District may require the Permittee to mitigate the impacts. Adverse impacts include:
 - A. A reduction in water levels which impairs the ability of a well to produce water;
 - B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses, or
 - C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.
6. Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40D-1.6105, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
7. All withdrawals authorized by this WUP shall be implemented as conditioned by this permit, including any documents submitted as part of the permit application incorporated by reference in a permit condition. This permit is subject to review and modification, enforcement action, or revocation, in whole or in part, pursuant to Section 373.136 or 373.243, F.S.
8. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
9. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.

10. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.
11. A Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and Rule 40D-2.331, F.A.C., are applicable to permit modifications.
12. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
13. The District may establish special regulations for Water-Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
14. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
15. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that a statement in the application and in the supporting data are found to be untrue and inaccurate, the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing, pursuant to sections 373.136 or 373.243, F.S. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
16. Within the Southern Water Use Caution Area, if the District determines that significant water quantity or quality changes, impacts to existing legal uses, or adverse environmental impacts are occurring, the District, upon reasonable notice to the Permittee, including a statement of facts upon which the District based its determination, may reconsider the quantities permitted or other conditions of the permit as appropriate to address the change or impact, but only after an opportunity for the Permittee to resolve or mitigate the change or impact or to request a hearing.
17. All permits are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

Exhibit B
Instructions

METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies.

For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data.

The Permittee shall submit meter readings online using the Permit Information Center at www.swfwmd.state.fl.us/permits/epermitting/ or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

The meters shall adhere to the following descriptions and shall be installed or maintained as follows:

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
 - A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
 - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
 - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
 - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
 - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
 - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
 - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
 - C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal.

from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.

8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

9. In the event a new meter is installed to replace a broken meter, it and its installation shall meet the specifications of this condition. The permittee shall notify the District of the replacement with the first submittal of meter readings from the new meter.

FLOW METER ACCURACY TEST INSTRUCTIONS

1. Accuracy Test Due Date - The Permittee is to schedule their accuracy test according to the following schedule:

A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.

B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.

C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.

D. For the Permittee's convenience, if there are multiple due years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.

E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

January	Hillsborough
February	Manatee, Pasco
March	Polk (for odd numbered permits)*
April	Polk (for even numbered permits)*
May	Highlands
June	Hardee, Charlotte
July	None or Special Request
August	None or Special Request
September	Desoto, Sarasota
October	Citrus, Levy, Lake
November	Hernando, Sumter, Marion
December	Pinellas

* The permittee may request their multiple permits be tested in the same month.

2. Accuracy Test Requirements: The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:

A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.

B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or

longer per test until consistent results are obtained.

C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.

D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.

3. Accuracy Test Report: The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:

A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.101.00 (5/14) for each flow meter tested. This form can be obtained from the District's website (www.watermatters.org) under "ePermitting and Rules" for Water Use Permits.

B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout;

C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;

D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.

E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.

F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

ANNUAL REPORT SUBMITTAL INSTRUCTIONS

The "Public Supply Water Use Annual Report Form" (Form No. LEG-R.023.00 (01/09)), is designed to assist the Permittee with the annual report requirements, but the final authority for what must be included in the Water Use Annual Report is in this condition and in these instructions. Two identical copies of the "Public Supply Water Use Annual Report Form" and two identical copies of all required supporting documentation shall be included if submitted in hard copy. "Identical copy" in this instance means that if the original is in color, then all copies shall also be printed in color. If submitted electronically, only one submittal is required; however, any part of the document that is in color shall be scanned in color.

1. **Per Capita Use Rate** - A per capita rate for the previous calendar year will be progressively calculated until a rate of 150 gpd per person or less is determined whether it is the unadjusted per capita, adjusted per capita, or compliance per capita. The calculations shall be performed as shown in Part A of the Form. The Permittee shall refer to and use the definitions and instructions for all components as provided on the Form and in the Water Use Permit Applicant's Handbook Part B. Permittees that have interconnected service areas and receive an annual average quantity of 100,000 gpd or more from another permittee are to include these quantities as imported quantities. Permittees in the Southern Water Use Caution Area (SWUCA) or the Northern Tampa Bay Water Use Caution Area (NTBWUCA), as it existed prior to October 1, 2007, shall achieve a per capita of 150 gpd or less, and those in these areas that cannot achieve a compliance per capita rate of 150 gpd or less shall include a report on why this rate was not achieved, measures taken to comply with this requirement, and a plan to bring the permit into compliance. Permittees not in a Water Use Caution Area that cannot achieve a compliance per capita rate of 150 gpd or less by December 31, 2019 shall submit this same report in the Annual Report due April 1, 2020.

2. **Residential Use** - Residential water use consists of the indoor and outdoor water uses associated with each category of residential customer (single family units, multi-family units, and mobile homes), including irrigation uses, whether separately metered or not. The Permittee shall document the methodology used to determine the number of dwelling units by type and the quantities used. Estimates of water use based upon meter size will not be accepted. If mobile homes are included in the Permittees multi-family unit category, the information for them does not have to be separated. The information for each category shall include:

- A. Number of dwelling units per category,
- B. Number of domestic metered connections per category,
- C. Number of metered irrigation connections,
- D. Annual average quantities in gallons per day provided to each category, and
- E. Percentage of the total residential water use provided apportioned to each category.

3. **Non-Residential Use** - Non-residential use consists of all quantities provided for use in a community not directly associated with places of residence. For each category below, the Permittee shall include annual average gpd provided and percent of total non-residential use quantities provided. For each category 1 through 6 below, the number of metered connections shall be provided. These non-residential use categories are:

- A. Industrial/commercial uses, including associated lawn and landscape irrigation use,
- B. Agricultural uses (e.g., irrigation of a nursery),
- C. Recreation/Aesthetic, for example irrigation (excluding golf courses) of Common Areas, stadiums and school yards,
- D. Golf course irrigation,
- E. Fire fighting, system testing and other accounted uses,-
- F. K-through-12 schools that do not serve any of the service area population, and
- G. Water Loss as defined as the difference between the output from the treatment plant and accounted residential water use (B above) and the listed non-residential uses in this section.

4. **Water Audit** - The water audit report that is done because water losses are greater than 10% of the total distribution quantities shall include the following items:

- A. Evaluation of:
 - 1) leakage associated with transmission and distribution mains,
 - 2) overflow and leakage from storage tanks,
 - 3) leakage near service connections,
 - 4) illegal connections,
 - 5) description and explanations for excessive distribution line flushing (greater than 1% of the treated water volume delivered to the distribution system) for potability,
 - 6) fire suppression,
 - 7) un-metered system testing,
 - 8) under-registration of meters, and
 - 9) other discrepancies between the metered amount of finished water output from the treatment plant less the metered amounts used for residential and non-residential uses specified in Parts B and C above, and
- B. A schedule for a remedial action-plan to reduce the water losses to below 10%.

5. **Alternative Water Supplied other than Reclaimed Water** - Permittees that provide Alternative Water Supplies other than reclaimed water (e.g., stormwater not treated for potable use) shall include the following on Part D of the Form:

- A. Description of the type of Alternative Water Supply provided,
- B. County where service is provided,
- C. Customer name and contact information,
- D. Customer's Water Use Permit number (if any),
- E. Customer's meter location latitude and longitude,
- F. Meter ownership information,
- G. General customer use category,
- H. Proposed and actual flows in annual average gallons per day (gpd) per customer,
- I. Customer cost per 1,000 gallons or flat rate information,
- J. Delivery mode (e.g., pressurized or non-pressurized),
- K. Interruptible Service Agreement (Y/N),

- L. Month/year service began, and
- M. Totals of monthly quantities supplied.
6. **Suppliers of Reclaimed Water** - Depending upon the treatment capacity of the Permittees wastewater treatment plant, the Permittee shall submit information on reclaimed water supplied as follows:
- A. Permittees having a wastewater treatment facility with an annual average design capacity equal to or greater than 100,000 gpd shall utilize the "SWFWMD Annual Reclaimed Water Supplier Report" in Excel format on the Compact Disk, Form No. LEG-R.026.00 (05/09). The "SWFWMD Annual Reclaimed Water Supplier Report" is described in Section 3.1 of Chapter 3, under the subheading "Reclaimed Water Supplier Report" and is described in detail in the Water Use Permit Applicant's Handbook Part B.
- B. Permittees that have a wastewater treatment facility with an annual average design capacity less than 100,000 gpd can either utilize the "SWFWMD Annual Reclaimed Water Supplier Report," Form No. LEG-R.026.00, as described in sub-part (1) above or provide the following information on Part E of the Form:
- 1) Bulk customer information:
 - a) Name, address, telephone number,
 - b) WUP number (if any),
 - c) General use category (residential, commercial, recreational, agricultural irrigation, mining),
 - d) Month/year first served,
 - e) Line size,
 - f) Meter information, including the ownership and latitude and longitude location,
 - g) Delivery mode (pressurized, non-pressurized).
 - 2) Monthly flow in gallons per bulk customer.
 - 3) Total gallons per day (gpd) provided for metered residential irrigation.
 - 4) Disposal information:
 - a) Site name and location (latitude and longitude or as a reference to the service area map),
 - b) Contact name and telephone,
 - c) Disposal method, and
 - d) Annual average gpd disposed.

 Authorized Signature
 SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

EXHIBIT "A"

POLK COUNTY UTILITIES DIVISION
SCHEDULE OF RATES, CHARGES AND FEES

RESIDENTIAL CONNECTION CHARGES					
Effective Date	1/1/2025	10/1/2025	10/1/2026	10/1/2027	10/1/2028
Indexing Rate	3.41%	3.30%	0%	0%	0%
WATER CONNECTION CHARGES					
Type of Residence					
Single Family Detached Units on Lots of 1.0 Acre or Less	\$ 2,941	\$ 3,038	\$ 3,038	\$ 3,038	\$ 3,038
Single Family Detached Units on Lots of More than 1.0 Usable Acre	\$ 2,941	\$ 3,038	\$ 3,038	\$ 3,038	\$ 3,038
Multi-family Units Including Apartments, Condos, Duplexes, Triplexes, etc.	\$ 1,618	\$ 1,671	\$ 1,671	\$ 1,671	\$ 1,671
Mobile Homes on Lots of Less Than 6000 Square Feet	\$ 1,765	\$ 1,823	\$ 1,823	\$ 1,823	\$ 1,823
Mobile Homes on Lots of 6000 Square Feet or More	\$ 2,941	\$ 3,038	\$ 3,038	\$ 3,038	\$ 3,038
Park Model RVs	\$ 1,618	\$ 1,671	\$ 1,671	\$ 1,671	\$ 1,671
Destination RVs *	\$ 1,618	\$ 1,671	\$ 1,671	\$ 1,671	\$ 1,671
All other RVs Including Transient RVs	\$ 1,618	\$ 1,671	\$ 1,671	\$ 1,671	\$ 1,671
WASTEWATER CONNECTION CHARGES					
Indexing Rate	23.53%	19.05%	0%	0%	0%
Type of Residence					
Single Family Detached Units on Lots of 1.0 Acre or Less	\$ 5,182	\$ 6,169	\$ 6,169	\$ 6,169	\$ 6,169
Single Family Detached Units on Lots of More than 1.0 Usable Acre	\$ 5,182	\$ 6,169	\$ 6,169	\$ 6,169	\$ 6,169
Multi-family Units Including Apartments, Condos, Duplexes, Triplexes, etc.	\$ 3,471	\$ 4,132	\$ 4,132	\$ 4,132	\$ 4,132
Mobile Homes on Lots of Less Than 6000 Square Feet	\$ 3,471	\$ 4,132	\$ 4,132	\$ 4,132	\$ 4,132
Mobile Homes on Lots of 6000 Square Feet or More	\$ 5,182	\$ 6,169	\$ 6,169	\$ 6,169	\$ 6,169
Park Model RVs	\$ 2,850	\$ 3,393	\$ 3,393	\$ 3,393	\$ 3,393
Destination RVs *	\$ 3,471	\$ 4,132	\$ 4,132	\$ 4,132	\$ 4,132
All other RVs Including Transient RVs	\$ 5,182	\$ 6,169	\$ 6,169	\$ 6,169	\$ 6,169
*NOTE:					
A Destination RV must be: (1) Sited on a lot owned in fee simple by the user; (2) Sited in a park that is a platted subdivision; (3) Sited on a lot 3,000 square feet or larger; and (4) Sited in a park that does not have a dump station or undivided interest lot sales or time share lot sales. This category of user is subject to inspection by Polk County Utilities to ensure that Destination RVs are not transient RVs. Destination RV lots used by Transient RVs will be subject to a 1.0 ERC sewer connection charge.					

COMMERCIAL CONNECTION CHARGES

Water Connection Charges

Commercial Water Connection charges will be assessed on projected daily usage, in accordance with the Polk County Utilities Code, divided by 250 gallons to calculate the Equivalent Residential Connection (ERC). This ERC will be multiplied by connection charge assessed for a single Family Detached Unit on lots one acre or less.

Wastewater Connection Charges

Commercial Wastewater Connection charges will be assessed on projected daily usage, in accordance with the Polk County Utilities Code, divided by 200 gallons to calculate the Equivalent Residential Connection (ERC). This ERC will be multiplied by connection charge assessed for a single Family Detached Unit on lots one acre or less.

POLK COUNTY UTILITIES

Utility Rate and Connection Fee Study

FINAL REPORT / March 2024





March 25, 2024

Ms. Tamara Richardson, P.E.
Polk County Utilities, Director
1011 Jim Keene Blvd.
Winter Haven, FL 33880

Subject: **Utility Rate and Connection Fee Study**

Dear Ms. Richardson:

Raftelis Financial Consultants, Inc. (Raftelis) has completed its review of the water and wastewater rates and fees for Polk County Utilities (PCU) and has summarized the results of our analyses, assumptions, recommendations, and conclusions in this report, which is submitted for your consideration. The analysis included the preparation of a long-range financial forecast of utility needs through Fiscal Year 2033 (Study Period) to evaluate the adequacy of monthly service rates resulting in proposed rate and fee recommendations for the next five (5) years (from Fiscal Year 2025 through 2029 or the "Implementation Period"). In addition, Raftelis also reviewed the level of water and wastewater connection fees, which are charges paid by new development to recover the costs of providing water and/or wastewater capacity, and other miscellaneous utility fees. Based on the assumptions relied upon in the development of the utility system (System) revenues and expenditure needs, Raftelis has identified the need for water and wastewater rate and fee adjustments.

During the course of the study, it was determined that the proposed rates should meet a number of goals and objectives. The single most important objective of our analysis was to develop proposed utility rates to produce sufficient revenue to meet the projected expenditure requirements of the water and wastewater systems in order to meet the System's financial obligations and fund the anticipated capital needs of the System. Other goals and objectives considered in the study include:

1. The proposed rates should maintain a financial position consistent with performance criteria used by rating agencies and the utility industry. This guideline entails the following:
 - a. Compliance with the rate covenants outlined in existing Bond Resolution.
 - b. Maintenance of adequate operating reserves.
2. The proposed rates should be based on full cost recovery principles.
3. The proposed rates should promote the continued conservation of water resources.
4. The proposed rates should recognize historical rate structures or forms and avoid potential rate shock.
5. The proposed rates, to the extent practical, should be comparable with those of neighboring utility systems.

Ms. Tamara Richardson, P.E.
Polk County Utilities
March 25, 2024
Page 2

The proposed monthly rates and miscellaneous utility fees for water and wastewater service are expected to meet the goals and objectives outlined above and should be sufficient to provide for the recovery of the total costs anticipated for PCU. To recoup PCU's existing and future water and wastewater infrastructure improvements necessary to serve new growth, this study also recommends increasing the water and wastewater connection fees.

Following this letter, we have provided an executive summary that briefly summarizes the results of our study and outlines our recommendations and conclusions. The remainder of the report provides additional details regarding the rate and financial analysis conducted on behalf of PCU.

We appreciate the opportunity to be of service to the County and would like to thank County staff for their valuable assistance and cooperation during the course of this study.

Respectfully submitted,

RAFTELIS FINANCIAL CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read "M. Hamilton, Jr.", with a stylized flourish at the end.

Murray M. Hamilton, Jr.
Vice President

MMH/dlc
Attachments

Section 2 – Review of Connection Fees

General

PCU, as well as other publicly owned utility systems, face increasing capital commitments necessary to expand water and wastewater system facilities to serve new growth. The utility business is capital intensive and requires the commitment of significant resources in advance of the growth in demand. In addition, System improvements and regulatory compliance also require significant capital expenditures in today's utility business environment. Further, the impact of inflation on System operating expenses and on the cost of new and replacement facilities results in upward pressure on monthly utility user rates. The compelling capital needs associated with the utility business and the desire to control the increase in monthly utility user rates and charges have resulted in the use of funding alternatives such as PCU's water and wastewater connection fees to finance, in part at least, the cost of System expansion.

A connection fee is a charge imposed on new users of real property to help finance the capital cost of constructing public facilities necessary to serve new residents. The purpose of a connection fee is to assign, to the extent practical, growth-related capital costs to those new residents or users responsible for such additional costs. The connection fee can be considered to be a new user's contribution to those facilities or capital costs that are required in order to provide a comparable level of service to that which is being provided to existing customers.

Connection Fee Criteria

To the extent new population growth and associated development imposes identifiable added capital costs, municipal utility capital funding practices include the assignment of such costs to those residents or System users responsible for the added costs rather than the existing population base. Generally, this practice has been labeled as "growth paying its own way."

Based on our experience within the industry, the implementation and use of connection fees should meet the following minimum criteria:

1. Be based on the most recent and localized data;
2. Provide for separate accounting and reporting of connection fee revenues and expenditures;
3. Limit administrative charges for the collection of fees to actual costs, if any; and
4. Provide reasonable notice of no less than 90 days before the effective date of an ordinance or resolution imposing a new or increased connection fees.

Implementation of connection fees is supported based on existing Florida case law and the Municipal Home Rule Powers Act that grants Florida municipalities the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, as limited by legislation or as prohibited by state constitution or general law. Florida courts have ruled that the Municipal Home Rule Powers Act grants the requisite power and authority to establish valid connection fees.

a type of impact fee. The authority for Florida governments to implement valid System connection fees is further granted in the Florida Growth Management Act of 1985.

The initial precedent for connection fees in Florida was set in the Florida Supreme Court decision, *Contractors and Builders Association of Pinellas Authority v. The City of Dunedin, Florida*. In this case, the Court's ruling found that an equitable cost recovery mechanism, such as connection fees, could be levied for a specific purpose by a Florida municipality as a capital charge for services. A connection fee should not be considered as a special assessment or an additional tax. A special assessment is predicated upon an estimated increase in property value as a result of an improvement being constructed in the vicinity of the property. Further, the assessment must be directly and reasonably related to the benefit which the property receives. Conversely, connection fees are not related to the value of the improvement to the property, but rather to the property's use of the public facility.

Until property is put to use and developed, there is no burden upon servicing facilities and the land use may be entirely unrelated to the value or assessment basis of the underlying land. Connection fees are distinguishable from taxes primarily in the direct relationship between amount charged and the measurable quantity of public facilities or service capacity required. In the case of taxation, there is no requirement that the payment be in proportion to the quantity of public services consumed since tax revenue can be expended for any legitimate public purpose.

Based on existing Florida case law, certain conditions are required to develop a valid connection fee. Generally, it is our understanding that these conditions involve the following issues:

1. The connection fee must meet the "dual rational nexus" test. First, connection fees are valid when a reasonable impact or rationale exists between the anticipated need for additional capital facilities and the growth in population. Second, fees are valid when a reasonable association, or rational nexus, exists between the expenditure of the connection fee proceeds and the benefits accruing to the growth from those proceeds.
2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users.
3. The connection fee should only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for capital expansions or other additional capital requirements that are required solely due to growth, and which have a useful life of at least five (5) years. Therefore, expenses due to rehabilitation or replacement of a facility serving existing customers (e.g., replacement of a capital asset) or an increase in the level of service should be borne by all users of the facility (i.e., existing and future users). Likewise, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility.
4. The County should maintain a connection fee ordinance or resolution that explicitly restricts the use of fees collected. Therefore, connection fee revenue should be set aside in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described above.

Based on the criteria above, the proposed connection fees, which are set forth in subsequent sections herein: i) include only the estimated capital cost of facilities necessary to serve anticipated population growth; ii) do not reflect costs associated with renewal and replacement of any existing capital assets (except for any portion

of upgrades allocable to growth, such as “upsizing” transmission lines); and iii) do not include any costs of operation and maintenance of any facilities.

As can be seen above, the courts have addressed three (3) areas associated with the development of the connection fee. These areas include: i) the “fair share” rules dealing with payment of the fee by the affected property owners; ii) the “rational nexus” rules, which focus on the expenditure or purpose of the fee; and iii) the “credits” rules, which recognize fee offsets.

The fair share rules address that the fee can only be used for capital expenditures that are attributable to new growth. The fee cannot be used to finance level of service deficiencies or the replacement of existing facilities required to provide services to existing users. The rules also allow for establishing different fees for different classes of customers and the ability for the payment of a reduced connection fee if applicants can demonstrate that their development will have smaller impact (or capital requirement) than assumed in the fee determination. Additionally, the fair share rules recognize that the cost of facilities used by both existing customers and new growth must be apportioned between the two (2) user groups such that the user groups are treated equally and one group does not subsidize the other.

The rational nexus or benefit rule requires that there be a reasonable relationship between the need for capital facilities and the benefits to be received by new growth for which the fee will be expended. PCU’s existing capital improvement program and the overall specific management of the System are considered to be System-wide, which eliminates the need for utility zones. As such, the proposed connection fees were determined on a System-wide basis. The second nexus condition recognizes that the property must receive a benefit from the public services for which the fee is being applied. With respect to the water and wastewater charge, these facilities are used by and are constructed on behalf of all the property within PCU’s service areas and benefit both residential and commercial customers. As such, all new growth requesting capacity from the System (either water and/or wastewater) are subject to the application of the connection fees.

The credit rule recognizes that if an agency has received property in the form of cost-free capital or there is specific revenue (taxes) that will be used for the capital expenditures for which the connection fee was designed to recover necessitated by new growth, a credit should be applied to the connection fee. Examples of cost-free capital include grants, principal debt forgiveness, contributions by developers, and other sources, which provide funds toward the capital expenditures for which the fee was designed to recover. The credit rule allows for the recovery of costs from new development through connection fees, net of such cost-free capital.

Development of Connection Fees

There are two (2) significant components to be addressed in designing connection fees. These two (2) components include: i) the level of service to be apportioned to the applicants that request System capacity; and ii) the level or amount of capital costs to be recovered from a new applicant requesting service. Both of these issues are related to the level of the connection fee expressed on an equivalent residential connection or ERC basis (the lowest denominator for the fee, which is discussed later in this report).

Level of Service Requirements

In the evaluation of the capital facility needs for providing water and wastewater utility services, it is critical that level of service (LOS) standards are established. Pursuant to Section 163.3164 of the Florida Statutes, the level of service means an indicator of the extent or degree of service provided by, or proposed to be provided

by, a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility. Essentially, the level of service standards are established in order to ensure that adequate facility capacity will be provided for future development and for purposes of issuing development orders or permits, pursuant to F.S. Section 163.3202(2)(g). As further stated in the F.S. Section 163.3180, each local government shall establish an LOS standard for each public facility located within the boundary for which such local government has authority to issue development orders or permits.

For water and wastewater service, the level of service that is commonly used in the industry is the amount of capacity (service) allocable to an ERC expressed as the amount of usage (gallons) allocated on an average daily basis. The level of service generally represents the amount of capacity allocable to an ERC, whether such capacity is actually used (commonly referred to as "readiness to serve"). As previously mentioned, an ERC is representative of the average capacity required to service a typical individually metered single-family residential connection. This class of users represents the largest number of customers served by a public utility such as PCU and generally the lowest level of usage requirements for a specifically metered account. The existing fees are based on an estimated, reserved water capacity equal to 350 gallons per day (GPD) of capacity, expressed on an average daily flow basis (ADF). The reserved wastewater capacity is equal to 270 GPD (ADF).

Based on a review of the current billing attributes for single-family residential customers, examination of operating data, and discussions with PCU staff, the average water and wastewater demands per ERC have decreased over time. Lower water demands have most likely resulted from more efficient fixtures being installed within new homes, development on smaller lot sizes requiring less irrigation, and the implementation of alternative irrigation resources and systems, such as reclaimed water. The proposed connection fees are based on a recommended LOS of 250 and 200 GPD (ADF) for the water and wastewater systems, respectively. PCU is currently in the process of updating the County's comprehensive plan, which will include the recommended changes.

Existing Plant-in-service

In the development of the proposed connection fees associated with serving future customers, excess capacity, if any, of the existing utility system available to serve such growth should be considered. Since such capacity is available to serve the near-term incremental growth of the System, it is appropriate to evaluate the capacity availability of such facilities. In order to evaluate the availability of the existing utility plant-in-service to meet future capacity needs, it is necessary to functionalize the assets by specific utility requirement. The functionalization of the existing assets is necessary to: i) identify those assets which should be included in the determination of the impact fees; and ii) match existing plant type to the capital improvements to meet future service needs.

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**TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY**

APPLICANT: [Name of Applicant]

DEVELOPMENT: [Name of Development] ("Development")

PARCEL NUMBER(S): [Polk County Property Appraiser Parcel Numbers]

LEGAL DESCRIPTION: [Attach Legal Description and Map]

REQUEST: Section 6.01.07.03 of the Land Development Code of the Town of Dundee – *Adequacy Determination Potable Water*

I. General Narrative.

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

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

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

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

On _____, 202__, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the "Town Commission") passed and adopted *Town of Dundee Resolution No. _____* approving the Certified Subdivision Plan for the Development with Conditions (hereafter the "CSP").



TOWN OF DUNDEE, FLORIDA CONCURRENCY CERTIFICATION POTABLE WATER CAPACITY

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

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

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

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

Based on the aforementioned, this *adequacy determination* shall **not** modify the terms and conditions of the Agreements (see **Exhibit "B"**); and, in the event of any conflict(s) between the findings set forth in the *adequacy determination* and the terms and conditions set forth in the Agreements, this Agreements shall be the governing document(s) and take precedence.



**TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY**

II. Moratorium.

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

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

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

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

On _____, 20____, the Applicant submitted the *Town of Dundee Development Services – Hardship Application* (hereafter the "Application"); and, on _____, 20____, at a duly noticed public meeting, the Town Commission [result of public hearing] the Application and entered **HARDSHIP ORDER NO. _____** (hereafter the "Order") which provided _____.

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

This *adequacy determination* shall modify the terms and conditions of the Order (see **Exhibit "B"**); and, in the event of any conflict(s) between the findings set forth in this



**TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY**

adequacy determination and the terms and conditions set forth in the Order, this *adequacy determination* shall be the governing document and take precedence.

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

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

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

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

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

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

IV. Adequacy Determination and Certification.

Unless specifically provided for in this *Certification of Sufficient Potable Water Capacity* (hereafter the "Certification"), this Certification shall not constitute a waiver or variance from applicable law which includes, but shall not be limited to, the *Code of Ordinances of the Town of Dundee, Florida*; the *Land Development Code of Dundee*;



**TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY**

and/or applicable provision(s) and conditions set forth in any agreement(s), *development order(s)* and/or *development permit(s)*¹ entered into or issued for the Development.

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

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

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

1. The terms, condition(s), and covenants set forth in the Agreements for the CSP shall remain in full-force and effect.
2. This Certification shall allocate potable water capacity for purposes of determining whether adequate potable water capacity is available and allocable to and/or for the Development.
3. This Certification shall not create any vested right(s) and/or development entitlement(s); and therefore, this Certification shall not be interpreted to create any vested right and/or entitlement to develop the Property in accordance with any development plan(s) and/or documents submitted to the Town for the Development.
4. Beginning on its effective date, this Certification shall constitute an adequacy determination and notice of concurrency certification under the Code and LDC of available potable water service capacity to serve the Development within

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



**TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY**

the Town's municipal water system for a period not to exceed five (5) calendar years (the "Term"), subject to the terms, conditions, and provisions herein. This Certification is specific to the Development, limited to capacity only, and is nontransferrable. Upon approval by resolution of the Town Commission or otherwise of the final subdivision plat for the Development or final subdivision plat for a phase of the Development, the Term provided for herein shall terminate; and, pursuant to *Section 6.01.05(A) of the LDC*; the Development shall receive an allocation of potable water service capacity for the applicable term beginning on the effective date of the subject resolution and/or subdivision plat approval.

5. The Town shall not vest potable water capacity in and/or for the Development unless and until the Applicant has paid the applicable *connection fee(s)* as provided and specifically set forth in *Chapter 54 of the Code*.
6. The effective date of this Certification shall be the date on which this Certification is duly executed by the Town and Applicant.
7. This Certification shall not be executed in counterparts.
8. Pursuant to the Agreements and WUP Renewal, it has been found and determined that, for purposes of the Development, an *equivalent residential connection* (hereafter "ERC") shall equate to 250 GPD for each new residential connection; and pursuant to the WUP Renewal and Resolution, the Development shall be allocated potable water capacity for [Number] of residential units in and/or for the Development for the term set forth in Paragraph 4 (see above).
9. This Certification is related only to the allocation of potable water service capacity and shall not grant authority to alter the Property.
10. This Certification shall not waive any permitting requirements, including building permits, that may be required by Federal, State, or County agencies which may have jurisdiction.



**TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY**

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

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**TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY**

Executed by the parties on the date shown adjacent thereto:

TOWN OF DUNDEE, FLORIDA:

[Date]

Joeseeph Carbone, Interim Town Manager

Attest:

Erica Anderson, Town Clerk

Approved as to Form:

Frederick J. Murphy, Jr., Town Attorney



**TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY**

The Applicant:

[Applicant]
[Property Owner-if not applicant]

By: _____ [Date]
_____, _____

Witness

[Date]

Witness

[Date]

**STATE OF FLORIDA
COUNTY OF _____**

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

Notary Public, State of Florida

Printed Name: _____

My commission expires: _____

Sec. 54-72. Water connection fees.

- (a) *Purpose.* It is declared by the town commission of the Town of Dundee that certain additional charges and fees for connection into the town water system are necessary for the expansion and replacement of the system. Therefore, there shall be collected for each new water connection to the water system owned and operated by the Town of Dundee the installation and connection fees that are on file in the town clerk's office.
- (b) *Connection fee rate.* The following water connection fee rate schedule is hereby established:
- (1) *For all residential customers:* The water connection fee rate is set at \$2,408.40 per equivalent residential connection.
 - (2) *For all residential customers outside the town limits:* For new water connections made outside of the Town of Dundee's corporate boundaries, in addition to the water connection fee set forth above in subparagraph (b)(1), the Town of Dundee may specifically charge and collect any surcharge permitted by general law.
- (c) *Water use fees—Beginning April 1, 2019.* The following schedule of base charges and usage charges/rates for water customers on the town's water system is hereby established effective April 1, 2019:
- (1) *For all customers within the town limits:*
 - a. The following monthly base charge schedule is hereby established:

Meter Size	Base Charge
¾ inch	\$17.51
1 inch	43.78
1½ inch	87.55
2 inch	140.08
3 inch	262.65
4 inch	437.75
6 inch	875.50
8 inch	1,400.80

- b. The following monthly usage charge schedule is hereby established based on the amount of water used during any one billing month:

Block 1 (0—10,000):

- (1) \$0.98 for each 1,000 gallons or portion thereof for the first 10,000 gallons used during this month;

Block 2 (10,001—20,000):

- (2) \$1.96 for each 1,000 gallons or portion thereof for the next 10,000 gallons, in excess of 10,000 gallons used during that month up to and including 20,000;

Block 3 (20,001—40,000):

- (3) \$2.94 for each 1,000 gallons or portion thereof for the next 20,000 gallons, in excess of 20,000 gallons used during that month up to and including 40,000;

Block 4 (above 40,000):

- (4) \$3.46 for each 1,000 gallons or portion thereof over 40,000 gallons used in that month.

(2) For all customers outside the town limits:

a. The following monthly base charge schedule is hereby established:

Meter Size	Base Charge
¾ inch	\$21.88
1 inch	54.72
1½ inch	109.43
2 inch	175.10
3 inch	328.31
4 inch	547.18
6 inch	1,094.37
8 inch	1,751.00

b. The following monthly usage charge schedule is hereby established based on the amount of water used during any one billing month:

Block 1 (0—10,000):

- (1) \$1.22 for each 1,000 gallons or portion thereof for the first 10,000 gallons used during this month;

Block 2 (10,001—20,000):

- (2) \$2.45 for each 1,000 gallons or portion thereof for the next 10,000 gallons, in excess of 10,000 gallons used during that month up to and including 20,000;

Block 3 (20,001—40,000):

- (3) \$3.67 for each 1,000 gallons or portion thereof for the next 20,000 gallons, in excess of 20,000 gallons used during that month up to and including 40,000;

Block 4 (above 40,000):

- (4) \$4.32 for each 1,000 gallons or portion thereof over 40,000 gallons used in that month.

Except for water and wastewater connection fees, all base charges and usage charges/rates set forth above shall be automatically increased by 3.5 percent on October 1, 2019 and thereafter on October 1, 2020, October 1, 2021 and October 1, 2022. A schedule of water rates for the referenced time periods is attached hereto as Schedule A. Provided further that a current schedule of base charges and usage charges/rates shall be on file in the office of the town clerk.

(Code 1976, § 15-32; Ord. No. 85-11, § 1, 10-8-85; Ord. No. 88-08, § 1, 9-27-88; Ord. No. 89-02, § 1, 4-11-89; Ord. No. 90-01, § 1, 2-13-90; Ord. No. 97-04, § 1, 12-9-97; Ord. No. 99-02, §§ 1—4, 2-9-99; Ord. No. 99-05, §§ 1—4, 5-11-99; Ord. No. 00-03, § 1, 4-12-00; 01-07, § 1, 6-12-01; Ord. No. 03-21, § 1, 9-29-03; Ord. No. 19-01, § 2, 3-26-19; Ord. No. 22-02, § 5(Exh. A), 1-25-22)

Editor's note(s)—Ord. No. 22-02, § 5(Exh. A), adopted Jan. 25, 2022, changed the title of § 54-72 from "Impact fees" to read as herein set out.

Town of Dundee, Florida
Business Impact Estimate
§166.041(4), Fla. Stat. (2024)

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

On October 1, 2024, Senate Bill 1628 (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023).

This *Town of Dundee Business Impact Estimate* (“BIE”) is provided in accordance with Section 166.041(4), Florida Statutes (2024); and Section 166.041(a) of the Florida Statutes states, in pertinent part, as follows:

Before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a *business impact estimate* in accordance with this subsection. The *business impact estimate* **must be** posted on the municipality’s website *no later than the date the notice of proposed enactment is published pursuant to paragraph (3)(a)*¹ and must include all of the following:

1. A summary of the Ordinance, including a statement of the *public purpose* to be served by the Ordinance, such as serving the public health, safety, morals, and welfare of the *Town of Dundee, Florida*.
2. An *estimate of the direct economic impact* of the Ordinance on *private, for-profit businesses in the Town of Dundee, Florida*, including the following, if any:
 - a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;
 - b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and
 - c. An *estimate of the municipality’s regulatory costs*, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.
4. Any additional information the *Town Commission of the Town of Dundee* determines may be useful.

If one (1) or more boxes are checked below, this means the *Town of Dundee* is of the view that a *business impact estimate* is not required pursuant to applicable Florida law; however, the *Town of Dundee* is, nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *Town of Dundee Ordinance No. 25-03*(hereafter the “Ordinance”).

¹ Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to §166.041(3)(c), *Fla. Stat. (2024)*.

This BIE may be revised following its initial posting.

- ☒ The Ordinance is required for compliance with Federal or State law or regulation;
- ☐ The Ordinance relates to the issuance or refinancing of debt;
- ☐ The Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the *Town of Dundee, Florida*;
- ☐ The Ordinance is an emergency ordinance;
- ☐ The Ordinance relates to procurement; or
- ☒ The Ordinance is enacted to implement the following:
- a. *Development orders and development permits*, as those terms are defined in §163.3164, *Florida Statutes (2024)*, and *development agreements*, as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220 – 163.3243, *Florida Statutes (2024)*;
 - b. Comprehensive plan amendments and land development regulation amendments *initiated by an application by a private party other than the municipality*;
 - b. §§ 190.005 and 190.046, *Florida Statutes (2024)*;
 - c. §553.73, *Florida Statutes (2024)*, relating to the Florida Building Code; or
 - d. §633.202, *Florida Statutes (2024)*, relating to the Florida Fire Prevention Code.

Notwithstanding the identified and noted exemption(s) above, if applicable, pursuant to the provisions of §166.041(4), *Florida Statutes (2024)*, and applicable Florida law, the *Town of Dundee* hereby publishes the following information:

1. Summary of the Ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed ordinance updates the Town’s methodology for calculating Equivalent Residential Connections (ERCs) and incorporates revised potable water demand standards into the Town Code and Land Development Code. The ordinance establishes updated definitions, clarifies procedural requirements for development review, and standardizes water-usage calculations for the purposes of capacity evaluation and long-range capital planning.

The purpose is to:

- Ensuring accurate and consistent evaluation of potable water system demand.
- Supporting long-term capital planning and infrastructure investment.

- Aligning local regulations with industry best practices and updated utility planning standards.
- Providing transparency and predictability for developers, businesses, and property owners.
- Protecting the public by ensuring that water system capacity is sufficient to meet future growth.

2. An estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Town of Dundee, Florida, if any:

The ordinance is not expected to impose direct financial costs on existing businesses. However, potential indirect or future impacts may include:

- Revised ERC calculations may adjust water-capacity allocations required for certain new development or redevelopment projects.
- Developers of higher-demand uses may experience changes in calculated ERC totals, which could influence utility capacity fees, if applicable in the future.
- Administrative impacts are minimal, as the ordinance primarily updates technical definitions rather than imposing new compliance requirements.
-

No new fees, penalties, or reporting obligations are created by this ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed Town of Dundee Ordinance No. 25-09:

The ordinance may have a minimal impact on small businesses, primarily in cases where new construction, change of use, or site redevelopment triggers updated ERC calculations. Any such impacts are tied to:

- Utility demand associated with the proposed use;
- Standard development review procedures that already apply.

No disproportionate or unreasonable burdens are expected for small businesses.

4. Additional information the Town Commission of the Town of Dundee deems useful (if any):

The ordinance improves administrative efficiency and ensures that utility capacity planning meets current standards. It is not expected to have a material impact on business competitiveness, local employment, or economic development within the Town.

The ordinance does not create any new fees or reporting requirements for businesses.

Potential impacts may include:

- For new construction or redevelopment projects, ERC calculations may change based on updated water-usage standards.
- Businesses proposing new or expanded uses may see adjustments in how their water demand is calculated, which could affect future capacity planning.

Existing businesses that are not changing their use or expanding their buildings will not be affected.



Meeting Agenda Coversheet

MEETING DATE:		December 9, 2025		Submitted By: Ken Cassel, Town Manager	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Formal Acceptance of Two Special Warranty Deed Conveyances from Woodland Ranch Estates CDD			
STAFF RECOMMENDATION: (MOTION READY)		Staff recommends approval of the resolution affirmatively accepting the conveyances described in the recorded Special Warranty Deeds and authorizing the Town Manager to undertake all necessary related actions.			
SUMMARY and/or JUSTIFICATION:		<p>Woodland Ranch Estates Community Development District ("CDD") has conveyed certain real property interests to the Town of Dundee, Florida, through two Special Warranty Deeds recorded on October 9, 2025, in Official Records Book 13730, Pages 45–47 and 66–68, of the Public Records of Polk County, Florida.</p> <p>The conveyed properties consist of areas associated with public infrastructure or facilities intended for dedication and long-term municipal ownership and maintenance. In order to formalize the Town's acceptance of these properties, a resolution is required authorizing the Town Commission to affirmatively accept the conveyances and to authorize the Town Manager to complete all actions necessary to effectuate this transfer.</p>			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
				X	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Resolution 25-43 Exhibit A Exhibit B			
SELECT, if applicable		RESOLUTION: 25-43		X	
				ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>		A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF THAT CERTAIN REAL PROPERTY FROM THE WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT TO THE TOWN OF DUNDEE, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED ON OCTOBER 9, 2025, IN OFFICIAL RECORDS BOOK 13730, PAGE(S) 45-47, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF CERTAIN PROPERTY FROM THE WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT TO THE TOWN OF DUNDEE, FLORIDA, AS MORE PARTICULARLY DESCRIBED THAT CERTAIN SPECIAL WARRANTY DEED RECORDED ON OCTOBER 9, 2025, IN OFFICIAL RECORDS BOOK 13730, PAGE(S) 66-68, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL NECESSARY FURTHER ACTIONS TO EFFECTUATE THE INTENT OF THIS RESOLUTION PROVIDING FOR THE INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE			

	ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR AN EFFECTIVE DATE			Item 5.
FISCAL IMPACT (if any):		There is no budgetary impact as a result of this item.	\$0.00	

Space Reserved for Recording

RESOLUTION NO. 25-43

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF THAT CERTAIN REAL PROPERTY FROM THE WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT TO THE TOWN OF DUNDEE, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED ON OCTOBER 9, 2025, IN OFFICIAL RECORDS BOOK 13730, PAGE(S) 45-47, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF CERTAIN PROPERTY FROM THE WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT TO THE TOWN OF DUNDEE, FLORIDA, AS MORE PARTICULARLY DESCRIBED THAT CERTAIN SPECIAL WARRANTY DEED RECORDED ON OCTOBER 9, 2025, IN OFFICIAL RECORDS BOOK 13730, PAGE(S) 66-68, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL NECESSARY FURTHER ACTIONS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR THE INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOIR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, **Woodland Ranch Estates Community Development District** (hereafter referred to as the "Owner" or "Applicant"), a local unit of special-purpose government established pursuant to *Chapter 190, Florida Statutes*, was conveyed fee simple title to the below-described property; and

WHEREAS, on September 29, 2025, at a duly noticed public meeting, the Town Commission of the Town of Dundee, Florida (the "Town Commission"), passed and adopted *Town of Dundee Resolution No. 25-36* (the "Resolution"); and

WHEREAS, the Resolution is recorded in Official Records Book 13735, Pages 109-121, Public Records of Polk County, Florida; and

WHEREAS, the Resolution provided for the conditional approval of that certain plat entitled *Woodland Ranch Estates Phase One* (the "Plat"); and

WHEREAS, the Plat is recorded in Plat Book 217, Pages 16-23, Public Records of Polk County, Florida; and

WHEREAS, the Plat expressly dedicated **Tract L** to the Owner for purposes of owning, operating, and maintaining a sanitary sewer lift station; and

WHEREAS, on September 29, 2025, the Town Commission held a duly noticed public hearing in order to consider the Resolution conditionally approving the Plat and confirming and/or ratifying the Town's affirmative acceptance of the improvements and dedications in favor of the public/Town of Dundee as notated on the Plat; and

WHEREAS, on September 29, 2025, the Town Commission conditionally approved the Plat subject to the conveyance(s), by special warranty deed, of Tract L and other certain property/improvements to the Town; and

WHEREAS, on October 8, 2025, **Woodland Ranch Estates, LLC**, executed and delivered that certain Special Warranty Deed (the "Owner Deed") conveying fee simple title to **Tract L** to the Owner; and

WHEREAS, on October 9, 2025, the Owner Deed was recorded in Official Records Book 13729, Page(s) 2288-2291, of the public records of Polk County, Florida; and

WHEREAS, on October 8, 2025, the Owner executed and delivered that certain Special Warranty Deed (the "Town Deed") conveying fee simple title to **Tract L** to the Town; and

WHEREAS, on October 9, 2025, the Town Deed was recorded in Official Records Book 13730, Page(s) 45-47, of the public records of Polk County, Florida; and

WHEREAS, copies of the Owner Deed and Town Deed are attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

WHEREAS, on October 8, 2025, **Woodland Ranch Estates, LLC**, executed and delivered that certain Special Warranty Deed (the "Improvements Deed") conveying fee simple title to certain property and/or improvements to the Owner; and

WHEREAS, on October 9, 2025, the Improvements Deed was recorded in Official Records Book 13730, Page(s) 10-14, of the public records of Polk County, Florida; and

WHEREAS, on October 8, 2025, the Owner executed and delivered that certain Special Warranty Deed (the "Town Improvements Deed") conveying fee simple title to the Town to and/or

for certain property and/or improvements which are located on, over, under, and/or within the real property which is the subject of the Plat; and

WHEREAS, on October 9, 2025, the Town Improvements Deed was recorded in Official Records Book 13730, Page(s) 66-68, of the public records of Polk County, Florida; and

WHEREAS, copies of the Improvements Deed and Town Improvements Deed are attached hereto as **Composite Exhibit “B”** and made a part hereof by reference; and

WHEREAS, on November 18, 2025, at a duly noticed public meeting, the Town Commission of the Town of Dundee, Florida, considered this **Resolution No. 25-43** accepting, confirming, and ratifying the Town’s acceptance of the conveyances which are the subject of the Town Deed (see **Composite Exhibit “A”**) and Town Improvements Deed (see **Composite Exhibit “B”**) and found that the approval of this **Resolution No. 25-43** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest; and

WHEREAS, on November 18, 2025, at a duly noticed public meeting, the Town Commission of the Town of Dundee, Florida, finds that the passage of this **Resolution No. 25-43** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the *Town of Dundee 2030 Comprehensive Plan* policies and objectives; and this **Resolution No. 25-43** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1: Findings of Fact.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the passage of this **Resolution No. 25-43**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the passage of this **Resolution No. 25-43**. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this **Resolution No. 25-43**.

Section 2. Acceptance.

The **Woodland Ranch Estates Community Development District** (hereafter referred to as the “Owner” or “Applicant”), a local unit of special-purpose government established pursuant to *Chapter 190, Florida Statutes*, was conveyed fee simple title to and/or for certain property which included, but was not limited to, **Tract L** and certain improvements located on, over, under and across certain real property which is the subject of that certain plat entitled *Woodland Ranch Estates Phase One* (the “Plat”).

The Town Commission of the Town of Dundee, Florida (the “Town Commission”), having been otherwise fully advised in the premises, confirms and ratifies its acceptance of the conveyances to the public/Town of Dundee, as follows:

1. The Town Commission of the Town of Dundee, Florida, hereby affirmatively accepts from the Owner the conveyance by donation of the property which is more specifically described in that the Special Warranty Deed (the "Town Deed") recorded on October 9, 2025 in Official Records Book 13730, Page(s) 45-47, Public Records of Polk County, Florida, a copy of which is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference; and
2. The Town Commission of the Town of Dundee, Florida, hereby affirmatively accepts from the Owner the conveyance(s) by donation of the property which is more specifically described in that the Special Warranty Deed (the "Town Improvements Deed") recorded on October 9, 2025 in Official Records Book 13730, Page(s) 66-68, Public Records of Polk County, Florida, a copy of which is attached hereto as **Composite Exhibit "B"** and incorporated herein by reference.

Section 3. Authorization.

The Town Commission directs, authorizes, approves, confirms, and ratifies the Town Manager's actions in negotiating, accepting, and the recordation of the conveyances which are the subject of the Town Deed (see **Composite Exhibit "A"**) and Town Improvements Deed (see **Composite Exhibit "B"**); and the Town Manager or his authorized designee is hereby authorized and directed to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 25-43** which includes, but shall not be limited to, negotiating and executing any documentation and/or instrument necessary and incidental to the acceptance and approval of the Town Deed (see **Composite Exhibit "A"**) and Town Improvements Deed (see **Composite Exhibit "B"**).

Section 4. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-43** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 25-43** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 5. Conflicts.

All resolutions in conflict with this **Resolution No. 25-43** are repealed to the extent necessary to give this **Resolution No. 25-43** full force and effect.

Section 6. Severability.

The provisions of this **Resolution No. 25-43** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-43**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 25-43**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections,

sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 25-43** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 25-43** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-43** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-43**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-43**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 7. Administrative Correction of Scrivener's Errors.

The Town Clerk shall record this **Resolution No. 25-43**, as adopted, with the Clerk of the Circuit Court in and for the Tenth Judicial Circuit of Polk County, Florida, for inclusion in the public records of Polk County, Florida.

Section 8. Effective Date.

This **Resolution No. 25-43** shall take effect upon passage by the Town Commission of the Town of Dundee, Florida.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in Regular Session this 18th day of November 2025.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

**Resolution No. 25-43
Composite Exhibit "A"**

**Resolution No. 25-43
Composite Exhibit "B"**

EXHIBIT A

Item 5.

Return to and prepared by:
Tula Michele Haff, Attorney at Law
135 N. 6th Street, Second Floor
Haines City, Florida 33844
Telephone: 863-421-2626



INSTR # 2025237017
BK 13729 Pgs. 2288-2291 PG(s) 4
RECORDED 10/09/2025 09:41:11 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
DEED DOC #0.70
RECORDING FEES \$35.50
RECORDED BY marimust

SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** is made as of October 8th, 2025 between **WOODLAND RANCH ESTATES, LLC**, a Florida limited liability company ("**Grantor**"), whose address is 4900 Dundee Road, Winter Haven, Florida 33884, in favor of **WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Polk County, Florida, ("**Grantee**"), whose mailing address is c/o Governmental Management Services, 219 East Livingston Street, Orlando, Florida 32801.

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten U.S. Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and sell to Grantee and its successors and assigns forever, the parcel of land in Polk County, Florida, and described on the attached **Exhibit "A"** (the "**Property**").

Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

[Remainder of Page Intentionally Left Blank]

SPECIAL WARRANTY DEED
WOODLAND RANCH ESTATES, LLC to
WOODLAND RANCH ESTATES CDD _____ /

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed the date above.

Signed, sealed and delivered
in our presence:

Woodland Ranch Estates, LLC,
a Florida limited liability company

By: Center State Development 2, LLC, a Florida
limited liability company, as Manager

By: HRB Land Investments, LLC, a Florida
limited liability company, its Manager

Witness #1 Signature

Print: Sean O'Connor

Address 4900 Dundee Rd

Winter Haven, FL 33884

Witness #2 Signature

Print: Cody Hatmaker

Address 4900 Dundee Rd

Winter Haven, FL 33884

By: _____

Harold R. Baxter, Manager

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 8th day of October 2025, by Harold R. Baxter as Manager of HRB Land Investments, LLC, a Florida limited liability company, as Manager of Center State Development 2, LLC, a Florida limited liability company, as Manager of Woodland Ranch Estates, LLC, a Florida limited liability company, on behalf of the company. He [X] is personally known to me or [] has provided _____ as identification.

My Commission Expires:



Notary Public

EXHIBIT A

TRACT "L" LEGAL DESCRIPTION:

All of Tract "L" as per THE PLAT OF WOODLAND RANCH ESTATES PHASE ONE AS RECORDED IN PLAT BOOK 217, PAGES 16 THROUGH 23 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

SPECIAL WARRANTY DEED
WOODLAND RANCH ESTATES, LLC to
WOODLAND RANCH ESTATES CDD

ACCEPTANCE BY GRANTEE

By execution of this Special Warranty Deed, Grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this 8th day of October, 2025.

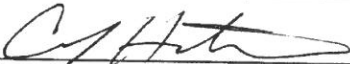
Signed, sealed and delivered
in our presence:



Witness #1 Signature

Print: Sean O'Connor

Address: 4900 DUNDEE Rd.
Winter Haven FL 33884



Witness #2 Signature

Print: Cody Hatmaker

Address: 4900 Dundee Rd
Winter Haven, FL 33884

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 8th day of October 2025, by Halsey Carson, as Chairman, Board of Supervisors of WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT, on behalf of the District. He [X] is personally known to me or [] has provided _____ as identification.

My Commission Expires:


Notary Public



Prepared by and return to:

Seth B. Claytor
 BOSWELL & DUNLAP LLP
 P.O. Drawer 30
 Bartow, FL 33831
 863-533-7117
 File Number: _____



INSTR # 2025237038
 BK 13730 Pg. 45-47 PG(s)3
 RECORDED 10/09/2025 09:47:48 AM
 STACY H. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 DEED DOC #0.70
 RECORDING FEES \$27.00
 RECORDED BY marimust

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Special Warranty Deed

This Indenture, made this 8th day of October, 2025 by **WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Polk County, Florida whose post office address is c/o Governmental Management Services, 219 East Livingston Street, Orlando, Florida 32801, ("Grantor"), and **Town of Dundee**, a Florida municipal corporation, whose post office address is 202 E. Main Street, Dundee, Florida 33838 ("Grantee"):

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land(s), situate, lying and being in **Polk County, Florida** to-wit:

See attached Exhibit "A"

Together with all the tenements, hereditaments, appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor, but against none other; and that said land is free of all encumbrances, except taxes accruing subsequent to **October 8, 2025**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in
 the presence of:

Witness 1 Print Name: Sean O'Connor

Address: 4900 Dundee Rd
Winter Haven FL 33884

Witness 2 Print Name: Cody Hatmaker

Address: 4900 Dundee Rd
Winter Haven, FL 33884

GRANTOR:

WOODLAND RANCH ESTATES
 COMMUNITY DEVELOPMENT DISTRICT
 a local unit of special-purpose government

By: Halsey Carson
 Name: Halsey Carson
 Title: Chairman, Board of Supervisors

STATE OF FLORIDA)
) SS:
 COUNTY OF POLK)

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 8 day of October, 2025, by Halsey Carson, as Chairman, Board of Supervisors of WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT, on behalf of the District, who is (☒) personally known to me or (____) has produced a valid driver's license as identification as identification.


 NOTARY PUBLIC - State of Florida

My Commission Expires:



EXHIBIT "A"
Legal Description

TRACT "L" LEGAL DESCRIPTION:

All of Tract "L" as per THE PLAT OF WOODLAND RANCH ESTATES PHASE ONE AS RECORDED IN PLAT BOOK 217, PAGES 16 THROUGH 23 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Return to and prepared by:
Tula Michele Haff, Attorney at Law
135 N. 6th Street, Second Floor
Haines City, Florida 33844
Telephone: 863-421-2626



INSTR # 2025237024
BK 13730 Pgs 10-14 PG(s)5
RECORDED 10/09/2025 03:44:36 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
DEED DOC #0.76
RECORDING FEES \$44.00
RECORDED BY marimust

SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** is made as of October 8th, 2025 between **WOODLAND RANCH ESTATES, LLC**, a Florida limited liability company ("**Grantor**"), whose address is 4900 Dundee Road, Winter Haven, Florida 33884, in favor of **WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Polk County, Florida, ("**Grantee**"), whose mailing address is c/o Governmental Management Services, 219 East Livingston Street, Orlando, Florida 32801.

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten U.S. Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and sell to Grantee and its successors and assigns forever, all Improvements as set forth herein and located on the real property (hereinafter referred to as the "Property"), which is more particularly described in Exhibit "A" attached hereto and incorporated herein, including:

1. All water mains, pipes, lines, gate valves, valve boxes, fittings, thrust blocks, hydrants, and other goods which comprise the **water distribution system** installed on the Property (see **Exhibit "A"**); and
2. All gravity sewer mains, force mains, pipes, lines, gate valves, valve boxes, fittings, thrust blocks, manholes, equipment, and other goods which comprise the **wastewater distribution system** installed on the Property (see **Exhibit "A"**); and
3. All pipes, lines, gate valves, valve boxes, fittings, thrust blocks, hydrants, pump, equipment, infrastructure, and other goods which comprise and/or constitute the utility infrastructure related to and/or arising out of the **lift station(s) and lift station tract(s)** conveyed to the Grantee by virtue of the **Special Warranty Deed** recorded in Official Records Book 13729, Page 2288 Public Records of Polk County, Florida.

(HEREINAFTER COLLECTIVELY REFERRED TO AS THE "IMPROVEMENTS").

Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

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[Special Warranty Deed]
Page 2

SPECIAL WARRANTY DEED
WOODLAND RANCH ESTATES, LLC to
WOODLAND RANCH ESTATES CDD /

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed the date above.

Signed, sealed and delivered
in our presence:

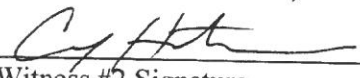
Woodland Ranch Estates, LLC,
a Florida limited liability company

By: Center State Development 2, LLC, a Florida
limited liability company, as Manager

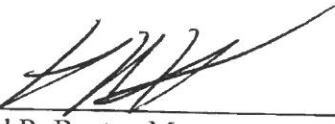
By: HRB Land Investments, LLC, a Florida
limited liability company, its Manager


Witness #1 Signature,
Print: Sean O'Connor

Address 4900 Dundee Rd
Winter Haven, FL 33884


Witness #2 Signature
Print: Cody Hatmaker

Address 4900 Dundee Rd
Winter Haven, FL 33884

By: 
Harold R. Baxter, Manager

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 8th day of October 2025, by Harold R. Baxter as Manager of HRB Land Investments, LLC, a Florida limited liability company, as Manager of Center State Development 2, LLC, a Florida limited liability company, as Manager of Woodland Ranch Estates, LLC, a Florida limited liability company, on behalf of the company. He [X] is personally known to me or [] has provided _____ as identification.

My Commission Expires:

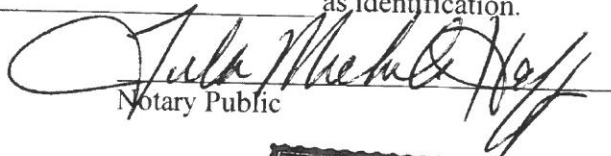

Notary Public



EXHIBIT A

THE IMPROVEMENTS (AS DEFINED ABOVE) LOCATED WITHIN THE PLAT OF WOODLAND RANCH ESTATES PHASE ONE AS RECORDED IN PLAT BOOK 217, PAGES 16 THROUGH 23 PUBLIC RECORDS OF POLK COUNTY, FLORIDA LESS AND EXCEPT LOTS 1 THROUGH 308, AND LESS AND EXCEPT TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J" AND "K".

SPECIAL WARRANTY DEED
WOODLAND RANCH ESTATES, LLC to
WOODLAND RANCH ESTATES CDD

ACCEPTANCE BY GRANTEE

By execution of this Special Warranty Deed, Grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this 8th day of October, 2025.

Signed, sealed and delivered
in our presence:



Witness #1 Signature

Print: Sean O'Connor

Address: 4900 DUNDEE RD
Winter Haven, FL 33884



Witness #2 Signature

Print: Cody Hatmaker

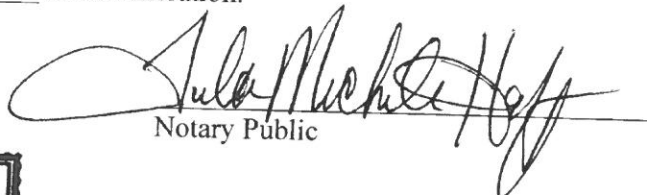
Address: 4900 Dundee Rd
Winter Haven, FL 33884

STATE OF FLORIDA
COUNTY OF POLK


The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 8th day of October 2025, by Halsey Carson, as Chairman, Board of Supervisors of WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT, on behalf of the District. He [X] is personally known to me or [] has provided _____ as identification.

My Commission Expires:




Notary Public

WOODLAND RANCH ESTATES
COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special-purpose government
established under Chapter 190 of the Florida Statutes

By: 
Name: Halsey Carson,
Title: Chairman, Board of Supervisors



INSTR # 2025237051
 BK 13730 Pgs 66-68 PG(s) 3
 RECORDED 10/09/2025 09:51:21 AM
 STACY M. RUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 DEED DOC \$0.70
 RECORDING FEES \$27.00
 RECORDED BY marimust

Prepared by and return to:
 Seth B. Claytor
 BOSWELL & DUNLAP LLP
 P.O. Drawer 30
 Bartow, FL 33831
 863-533-7117
 File Number: _____

_____[Space Above This Line For Recording Data]_____

Special Warranty Deed

This Special Warranty Deed made this 8th day of October, 2025, between **WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida whose mailing address is c/o Governmental Management Services, 219 East Livingston Street, Orlando, Florida 32801 (hereinafter referred to as the "**Grantor**"), and **Town of Dundee, a Florida municipal corporation**, whose address is 202 E. Main Street, Dundee, FL 33838 (hereinafter referred to as the "**Grantee**");

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN DOLLARS AND ZERO CENTS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's assigns forever, all Improvements as set forth herein and located on the real property (hereinafter referred to as the "Property"), which is more particularly described in **Exhibit "A"** attached hereto and incorporated herein, including:

1. All water mains, pipes, lines, gate valves, valve boxes, fittings, thrust blocks, hydrants, and other goods which comprise the **water distribution system** installed on the Property (see **Exhibit "A"**); and
2. All gravity sewer mains, force mains, pipes, lines, gate valves, valve boxes, fittings, thrust blocks, manholes, equipment, and other goods which comprise the **wastewater distribution system** installed on the Property (see **Exhibit "A"**); and
3. All pipes, lines, gate valves, valve boxes, fittings, thrust blocks, hydrants, pump, equipment, infrastructure, and other goods which comprise and/or constitute the utility infrastructure related to and/or arising out of the **lift station(s) and lift station tract(s)** conveyed to the Grantee by virtue of the **Special Warranty Deed** recorded in Official Records Book 13730, Page 45, Public Records of Polk County, Florida.

(HEREINAFTER COLLECTIVELY REFERRED TO AS THE "IMPROVEMENTS").

Together with all the tenements, hereditaments, appurtenances, utility facilities, pumping facilities, lift station(s), materials, and equipment located on, over, under and/or within the Property belonging or in anywise appertaining to the Improvements.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Improvements in fee simple; that the Grantor has good right and lawful authority to sell and convey the Improvements; that the Grantor hereby fully warrants the title to the Improvements and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and that the Improvements are free of all encumbrances, through the date hereof.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in
the presence of:

GRANTOR:

Witness 1 Print Name: Sean O'Connor

WOODLAND RANCH ESTATES
COMMUNITY DEVELOPMENT
DISTRICT
a local unit of special purpose government

Address: 4900 Dundee Rd
Winter Haven, FL 33884

By: Halsey Carson
Name: Halsey Carson
Title: Chairman, Board of Supervisors

Witness 2 Print Name: Cody Hartmaker

Address: 4900 Dundee Rd
Winter Haven, FL 33884

STATE OF FLORIDA)
) SS:
COUNTY OF POLK)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of October, 2025, by Halsey Carson, as Chairman, Board of Supervisors of WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT, on behalf of the District, who ☒ is personally known or ☐ has produced a valid driver's license as identification.

[Notary Seal]



Notary Public

EXHIBIT A

THE IMPROVEMENTS (AS DEFINED ABOVE) LOCATED WITHIN THE PLAT OF WOODLAND RANCH ESTATES PHASE ONE AS RECORDED IN PLAT BOOK 217, PAGES 16-23 PUBLIC RECORDS OF POLK COUNTY, FLORIDA LESS AND EXCEPT LOTS 1 THROUGH 308, AND LESS AND EXCEPT TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J" AND "K".



Meeting Agenda Coversheet

MEETING DATE:		December 9, 2025		Submitted By: Ken Cassel, Town Manager	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Historically, the Town Manager has served as an authorized signatory; however, no formal resolution explicitly requiring the Town Manager's signature for the validity of checks is currently on file. This resolution formally designates the Town Manager as the required signatory for all Town-issued checks and financial instruments.			
STAFF RECOMMENDATION: (MOTION READY)		I move to approve Resolution 25-45 authorizing the town manager as a signatory on all checks drawn on town accounts.			
SUMMARY and/or JUSTIFICATION:		The purpose of this resolution is to ensure that all Town checks are valid only when signed by the Town Manager, thereby ensuring consistent oversight and aligning financial procedures with municipal code.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Resolution 25-45			
SELECT, if applicable		RESOLUTION: 25-45		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>		A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AUTHORIZING THE TOWN MANAGER AS SIGNATORY ON ALL CHECKS DRAWN ON TOWN ACCOUNTS; PROVIDING THAT NO TOWN CHECKS SHALL BE VALID WITHOUT SUCH SIGNATURE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):		There is no budgetary impact as a result of this item.			\$0.00

RESOLUTION NO. 25-45

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AUTHORIZING THE TOWN MANAGER, KEN CASSEL, PURSUANT TO SECTION 4.04 OF THE CHARTER OF THE TOWN OF DUNDEE, AS SIGNATORY ON ALL CHECKS DRAWN ON TOWN ACCOUNTS; PROVIDING THAT NO TOWN CHECKS SHALL BE VALID WITHOUT SUCH SIGNATURE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, prior to *Article VIII, §2 of the Florida Constitution (1968)* and enactment of the *Municipal Home Rule Powers Act*, all municipal powers were dependent on a specific delegation of authority by the Florida Legislature in a general law or special act; and

WHEREAS, the Town maintains various financial accounts for the purpose of conducting official Town business; and

WHEREAS, pursuant to *Section 4.04(j) of the Charter of the Town of Dundee*, the Town Manager, or the Town Manager's designee, shall sign all checks drawn on Town accounts as such signature authority is authorized by resolution of the Town Commission of the Town of Dundee, Florida (the "Town Commission"), and without such signature and countersignature of the Mayor, no Town checks shall be valid; and

WHEREAS, the Town Commission finds that it is necessary to designate the Town Manager, Ken Cassel, as an authorized signatory to execute checks and financial instruments on behalf of the Town; and

WHEREAS, the Town Commission finds that designating the Town Manager, Ken Cassel, as the required signatory serves the best interests of efficiency, accountability, and financial oversight; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Resolution No. 25-45** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this **Resolution No. 25-45** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

NOW, THEREFORE, BE IT RESOLVED, by the Town Commission of the Town of Dundee, Florida, as follows:

Section 1: Incorporation of Factual Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Resolution No. 25-45**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Resolution No. 25-45**.

Section 2. Signatory.

Pursuant to *Section 4.04(j) of the Charter of the Town of Dundee*, the Town Commission of the Town of Dundee, Florida (the “Town Commission”), hereby confirms, ratifies, and authorizes the Town Manager, Ken Cassel, to sign all checks drawn on Town accounts, as such signature authority is authorized by this **Resolution No. 25-45**, and without such signature and countersignature of the Mayor no Town checks shall be valid. The Town Manager, Ken Cassel, is hereby further designated and authorized to sign all checks, drafts, and other financial instruments drawn on any Town of Dundee bank accounts.

Section 3. Authorization.

The Town Commission hereby authorizes the Town Manager and/or his authorized designee to take all necessary further action(s) necessary to effectuate the intent of and/or implement this **Resolution No. 25-45** which includes, but is not to be limited to, notifying the Town’s financial institutions of the authorized signature requirements.

Section 4. Conflicts.

All resolutions in conflict with this **Resolution No. 25-45** are repealed to the extent necessary to give this **Resolution No. 25-45** full force and effect.

Section 5. Severability.

The provisions of this **Resolution No. 25-45** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-45**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee, Florida, hereby declares that it would have passed this **Resolution No. 25-45**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 25-45** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 25-45** shall

remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-45** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-45**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-45**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-45** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 25-45** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 7. Effective Date.

This **Resolution No. 25-45** shall take effect immediately upon passage by the Town Commission of the Town of Dundee, Florida.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 9th day of December, 2025.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

4.04. Powers and duties of the town manager.

The town manager shall:

- (a) Appoint, and when the town manager deems it necessary for the good of the town, suspend or remove all town employees and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter. The town manager may authorize any administrative officer who is subject to the town manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency.
- (b) Direct and supervise the administration of all departments, offices and agencies of the town, except as otherwise provided by this Charter or by law.
- (c) Attend all commission meetings and shall have the right to take part in discussion but may not vote.
- (d) See that all laws, provisions of this Charter and acts of the commission, subject to enforcement by the town manager or by officers subject to the town manager's direction and supervision, are faithfully executed.
- (e) Prepare and submit the annual budget, budget message and capital program to the commission in a form provided by ordinance.
- (f) Submit to the commission and make available to the public a complete report on the finances and administrative activities of the town as of the end of each fiscal year.
- (g) Make such other reports as the commission may require concerning the operations of town departments, offices and agencies subject to the town manager's direction and supervision.
- (h) Keep the commission fully advised as to the financial condition and future needs of the town and make such recommendations to the commission concerning the affairs of the town as the town manager deems desirable.
- (i) Perform such other duties as are specified in this Charter or may be required by the commission.
- (j) The manager, or the manager's designee shall sign all checks drawn on town accounts as such signature authority is authorized by resolution of the town commission; without such signature, no town checks shall be valid. This is subject to the countersignature of the mayor.

(Ord. No. 05-16, § 1, 2-22-05/4-5-05; Ord. No. 05-30, § 1, 2-22-05/4-5-05; Ord. No. 12-12, § 1, 2-14-12)



Meeting Agenda Coversheet

MEETING DATE:		December 9, 2025		Submitted By: John Vice, Public Works Director	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		RFP 25-05, ROAD PAVING OF CAMP ENDEAVOR BLVD. & LINCOLN AVE.			
STAFF RECOMMENDATION: (MOTION READY)		A motion to approve RFP 25-05, Road Paving of Camp Endeavor Blvd. & Lincoln Ave.			
SUMMARY and/or JUSTIFICATION:		Town Staff have prepared and reviewed RFP 25-05 for the paving of Camp Endeavor Blvd. and Lincoln Ave. This project was approved through the FY 25–26 budget, and staff is now seeking approval to advertise the RFP so we may solicit bids for the work. If approved, staff will proceed with advertising, and all bids will be due by January 21, 2026, at 4:00 p.m.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
		X			
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		RFP 25-05, Road Paving of Camp Endeavor Blvd. & Lincoln Ave.			
SELECT, if applicable		RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>		N/A			
FISCAL IMPACT (if any):		State what is included in the cost, i.e., production, materials, etc.			\$0.00

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL

**ROAD PAVING OF CAMP
ENDEAVOR BLVD & LINCOLN AVE**

RFP NUMBER: 25-05

**Proposal Submission(s) are due by
January 21, 2026 by 4:00 P.M.**

MAIL OR DELIVER SUBMISSION TO:

Town of Dundee Attn: RFP 25-05
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:

Erica Anderson
Town Clerk
Town of Dundee

Eanderson@townofdundee.com

(863) 438-8330, Ext 258

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RFP 25-05

FY 2024-2025 – ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE

Sealed Bids marked “SEALED BID – FY 2024-2025 –ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE” will be received by the Town Clerk of the Town of Dundee, Florida, until Friday, December 19, 2025 at 4:00 P.M. at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

In addition to the information, the information and specification(s) required for the Services and this **RFP 25-05** are as follows:

Pursuant to *Section 2-159(2) of the Town of Dundee Code of Ordinances*, the Town of Dundee (the “Town”) is seeking *competitive sealed bid(s)* on and/or for **FY 2024-2025 –ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE** (the “Services”) in accordance with the requirements and specification set forth herein and as described in the attached *Work Summary* incorporated herein by reference. The Town requires certain items to be included in the *Bid Submission*, as follows:

1.01 – REQUIREMENTS AND SPECIFICATIONS

- A. The “FY 2024-2025 ROAD PAVING OF CAMP ENDEAVOR BLVD PROJECT & LINCOLN AVE” includes the furnishing of all labor, materials, equipment and plant supervision necessary for the extension of Camp Endeavor Blvd. Specified below:

As depicted on the plans for Camp Endeavor Blvd & Lincoln Ave improvements prepared by Rayl Engineering dated August 2024, sheets C00.01, C00.02, C00.03, C01.01, C02.01, C02.02, C02.03, C02.04, C02.05, C04.01, C04.02, C04.03, C04.04, C04.05, C04.06, C04.07, C04.08, C04.09, C11.01, C11.02, C11.03, Contractor will be responsible to pull all required permits through Town, State and County before start of construction.

- B. All work is to be completed within 60 business days from Receipt of the Notice to proceed.
- C. Work includes, but not limited to: preparation of road Right-of-way including grading

and removal of any foreign or deleterious material from the limits of paving, preparation of subgrade to plan grade and specifications, installation of base material to plan grade and specifications, placement of asphalt surface course to plan grade and specifications, construction of stabilized shoulders, restoration and fine grading of right-of-way outside of paved areas, sodding of all disturbed areas outside the roadway footprint, installation of temporary and permanent traffic striping. Maintenance of Vehicular Traffic (TTC/MOT), maintenance of pedestrian traffic, erosion control and other incidental work necessary to complete the project.

- D. The Contractor(s) shall furnish all necessary TTC/MOT plans and obtain approval for the TTC/MOT plans from the Town of Dundee prior to any work.
- E. Striping shall consist of double yellow line in centerline with single white lines on shoulder works shall include reflective pavement markers where appropriate.
- F. Project to be completed in accordance with the contract documents which includes, but is not limited to, Work summary, terms and conditions.
- G. If awarded, the Contract(s) will be awarded based on the lowest responsible/responsive bid for the project. Past performance on similar contracts will be heavily weighted in determining responsibility of low bidder.
- H. Local Traffic shall be able to sue all streets during the reconstruction process. All private entrances shall be passable. The contractor shall schedule his work to minimize hazards and delays and shall take every possible effort to promote safety, signs, barricades and flagmen shall be utilized to protect the traveling public and to prevent damage to their vehicles. The Town shall provide the sign requirements and specifications.
- I. The Contractor will not work on or keep any equipment on any private property without the permission (**MUST BE IN WRITING**) of the property owner involved. The Contractor during the construction period may leave their rollers, pavers and other essential equipment on adjacent streets if no private driveways are blocked and all equipment is marked with reflective barricades. The contractor shall be responsible for damage to any private property including trees, curbs, mailboxes, private yards and street signs. The Contractor shall not prime or resurface over any mud. Dirt, paper or rock. All heavy accumulations shall be removed by the contractor at his expense. No asphalt shall be placed in the rain or when the temperature is below 55F.
- J. The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- K. It shall be the contractors' responsibility to obtain a water meter construction meter for any water that may be needed on this project.

L. All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards.

M. Payments will be on a lump sum basis for the estimated length of street paving.

GENERAL REQUIREMENTS:

The Town is seeking *bid submittals* from vendors that furnish and deliver the Services specified in this **RFP 25-05**.

It is the intent of this **RFP 25-05** to provide for the procurement of one (1) qualified vendor to provide the Services sought herein.

The Town of Dundee Sanitation Department has evaluated and determined that due to the highly specialized nature of the Services being sought herein that the specifications listed herein are best suited for the Town's need for safety, quality, performance, and standardization.

Bid Submittals will be accepted for consideration in accordance with the specifications listed in this **RFP 25-05**. Decisions of equivalency will be at the sole discretion and interpretation of the Town of Dundee Sanitation Department.

A **MANDATORY Site Visit** will be held at the intersection of 4th Street South and Lincoln Avenue, Dundee, Florida on **Wednesday, January 7, 2026 at 10:00 A.M.**

A **MANDATORY Pre-Bid meeting** will be held at Town Hall, 202 East Main Street, Dundee, Florida 33838, on **Wednesday, January 7, 2026 at 9:00 A.M.** for the purpose of answering any questions bidders may have in reference to the Services.

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

On **Thursday, January 22, 2026, at 10:00 A.M.**, at Town Hall, 202 East Main Street, Dundee, Florida 33838, bid submission(s) will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

Questions may be submitted to the Town Clerk until 4:00 P.M., on **Wednesday, January 14, 2026**. For more information regarding this **RFP 25-05**, please contact Erica Anderson, (863) 438- 8330 or by e-mail at Eanderson@townofdundee.com.

Public Records - It is the policy of this state that all state, county, and municipal records are

open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2023). As such, do not submit any document(s) that you do not want to be made public.

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

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Erica Anderson, Town Clerk, Town of Dundee, Florida, and marked RFP 25-05 – FY 2024-2025 – ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE.

The Town of Dundee welcomes your response to this **RFP 25-05**. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this **RFP 25-05** at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this **RFP 25-05**. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all proposals received pursuant to this RFP 25-05, re-advertise RFP 25-05, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

EXHIBIT -A-

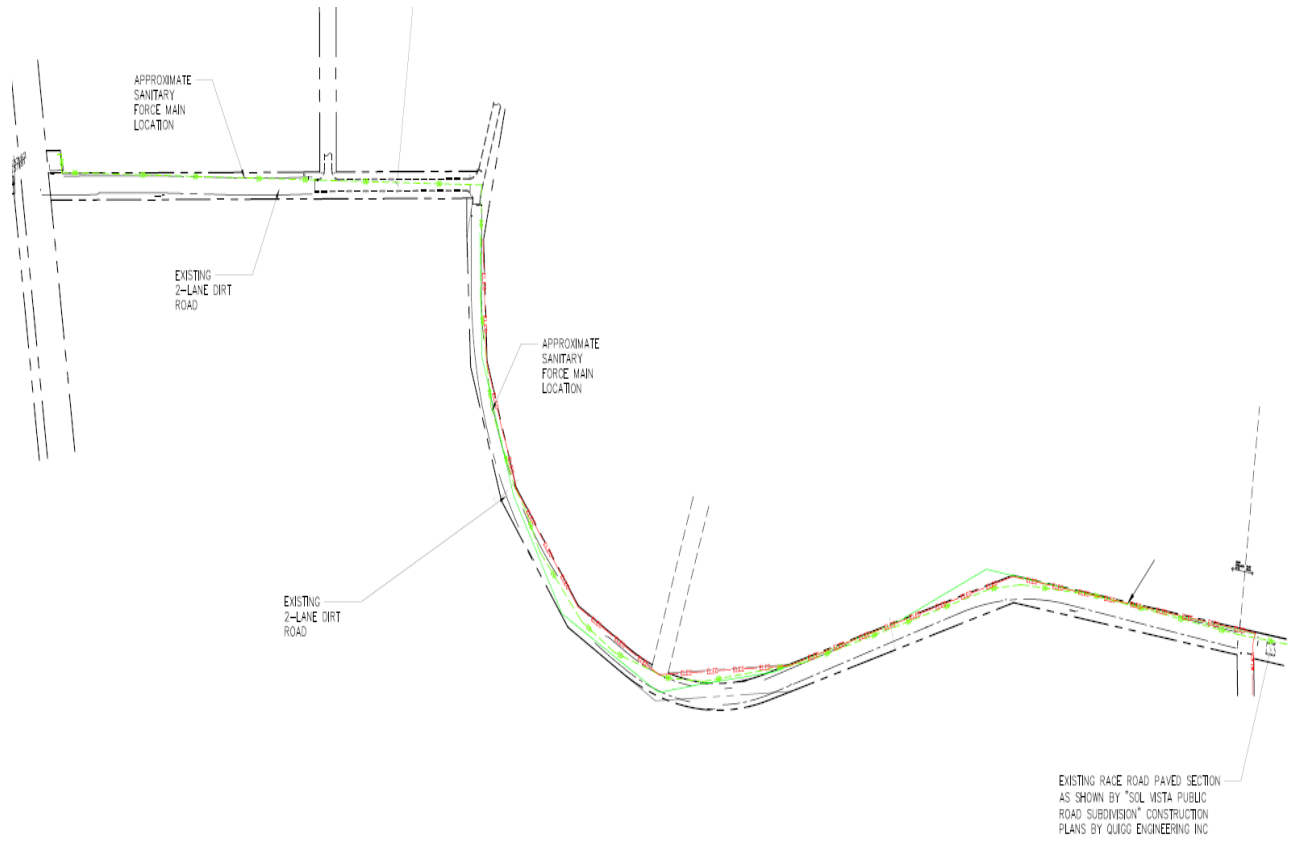


EXHIBIT -B-

PLEASE SEE ATTACHED FILE FOR PROVIDED PROJECT PLANS

WORK SUMMARY

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

PART 2 – PRODUCTS

PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

Pursuant to *Section 2-159(2) of the Town of Dundee Code of Ordinances*, the Town of Dundee (the “Town”) is seeking *competitive sealed bid(s)* on and/or for **FY 2024-2025 –ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE** (the “Services”) in accordance with the requirements and specification set forth herein and as described in the attached *Work Summary* incorporated herein by reference. The Town requires certain items to be included in the *Bid Submission*, as follows:

1.01 – REQUIREMENTS AND SPECIFICATIONS

- A. The “FY 2024-2025 ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE”** project includes the furnishing of all labor, materials, equipment and plant supervision necessary for the extension of Camp Endeavor Blvd. Specified below:

As depicted on the plans for Camp Endeavor Blvd & Lincoln Ave improvements prepared by Rayl Engineering dated August 2024, sheets C00.01, C00.02, C00.03, C01.01, C02.01, C02.02, C02.03, C02.04, C02.05, C04.01, C04.02, C04.03, C04.04, C04.05, C04.06, C04.07, C04.08, C04.09, C11.01, C11.02, C11.03, Contractor will be responsible to pull all required permits through Town, State and County before start of construction.

- B.** All work is to be completed within 60 business days from Receipt of the Notice to proceed.
- C.** Work includes, but not limited to: preparation of road Right-of-way including grading and removal of any foreign or deleterious material from the limits of paving, preparation of subgrade to plan grade and specifications, installation of base material to plan grade and specifications, placement of asphalt surface course to plan grade and specifications, construction of stabilized shoulders, restoration and fine grading of right-of-way outside of paved areas, sodding of all disturbed areas outside the roadway footprint, installation of temporary and permanent traffic striping. Maintenance of Vehicular Traffic (TTC/MOT), maintenance of pedestrian traffic, erosion control and other incidental work necessary to complete the project.
- D.** The Contractor(s) shall furnish all necessary TTC/MOT plans and obtain approval for the TTC/MOT plans from the Town of Dundee prior to any work.
- E.** Striping shall consist of double yellow line in centerline with single white lines on shoulder

works shall include reflective pavement markers where appropriate.

- F. Project to be completed in accordance with the contract documents which includes, but is not limited to, Work summary, terms and conditions.
- G. If awarded, the Contract(s) will be awarded based on the lowest responsible/ responsive bid for the project. Past performance on similar contracts will be heavily weighted in determining responsibility of low bidder.
- H. Local Traffic shall be able to use all streets during the reconstruction process. All private entrances shall be passable. The contractor shall schedule his work to minimize hazards and delays and shall take every possible effort to promote safety, signs, barricades and flagmen shall be utilized to protect the traveling public and to prevent damage to their vehicles. The Town shall provide the sign requirements and specifications.
- I. The Contractor will not work on or keep any equipment on any private property without the permission (**MUST BE IN WRITING**) of the property owner involved. The Contractor during the construction period may leave their rollers, pavers and other essential equipment on adjacent streets if no private driveways are blocked and all equipment is marked with reflective barricades. The contractor shall be responsible for damage to any private property including trees, curbs, mailboxes, private yards and street signs. The Contractor shall not prime or resurface over any mud. Dirt, paper or rock. All heavy accumulations shall be removed by the contractor at his expense. No asphalt shall be placed in the rain or when the temperature is below 55F.
- J. The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- K. It shall be the contractors' responsibility to obtain a water meter construction meter for any water that may be needed on this project.
- L. All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards.
- M. Payments will be on a lump sum basis for the estimated length of street paving.
- N. **FINAL CLEANING**
 - Execute final cleaning prior to final inspection
 - Clean surfaces exposed to view, remove stains and foreign substances
 - Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces
 - Remove waste and surplus materials, rubbish and construction facilities from the site.

O. EXPERIENCE AND HISTORY

- Include an introduction that clearly demonstrates a comprehensive understanding of the Proposer of the objective and scope of this RFP.
- Provide a description and history of the firm focusing on experience.
- State the number of years the company has been in business.
- Demonstrate the firm's current capacity and current expertise with commercial solid waste collection. Bidders must have a minimum of three (3) years' experience in commercial solid waste collection. Evidence in form and substance satisfactory to the Town that the business has operated as a going concern in refuse collection and disposal must be included with the bid.
- Provide at least three (3) references for which your company has provided **Road paving services**, including contact names, addresses, telephone numbers, and e-mail addresses. References may or may not be contacted during the bid process.

P. RESPONSIVENESS TO RFP

- Proposers shall provide a narrative statement that illustrates their understanding of the requirements of the project.
- Proposals shall include the complete name and address of their firm and the name, mailing address, email address, and telephone number of the person the Town should contact regarding the proposal.
- The proposers shall confirm that the firm will comply with all the provisions in this RFP and that the firm is not currently involved in official reorganization or bankruptcy proceedings. The Proposer must be authorized or have the ability to transact business in the State of Florida. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.
- Proposers shall provide a sample invoice with their bid.

PART 2 – PRODUCTS

All products and materials shall meet or exceed all specifications set forth by this **RFP 25-05**, as described in either graphical or in written form, and/or as required in writing by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT

3.1 CLOSEOUT PROCEDURES

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

3.2 ADJUSTING

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

3.3 WARRANTIES

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

FY 2024-2025 – ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE.

RETURN TO: Office of the Town Clerk
Attn: RFP 25-05
 Town of Dundee
 P.O. Box 1000
 202 East Main Street
 Dundee, Florida 33838

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

Company Submitting Bid: _____

Company Address: _____

Company City: _____ State: _____ Zip: _____

Company Phone Number: _____ Fax Number: _____

Authorized Representative: _____

Signature: _____ Date: _____

Phone Number: _____

Title: _____

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AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

Company Name _____

Signature _____ Date: _____

Printed Name _____

Title _____

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

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

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

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

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

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

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

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

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

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I _____ (“Undersigned”), certify that:

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

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

DATE: _____ NAME OF ENTITY: _____

PHONE/FAX: _____

ADDRESS: _____

SIGNATURE: _____

PRINT NAME: _____

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

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

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

HUMAN TRAFFICKING AFFIDAVIT

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

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

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

[Name of Vendor]:

Executed this ____ day of _____, 2025.

By: _____
 Name: _____
 Title: _____

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

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of _____, ☐ who is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

 Notary Public Signature
 Print Notary Name: _____
 My commission expires: _____

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

1) GENERAL CONDITIONS AND STATE LAW COMPLIANCE:

I. General Conditions:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this Request for Proposal – **FY 2024-2025 – ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE** (the “RFP”) to the contrary, the obligation of the Town of Dundee (the “Town”) to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.

e) **PUBLIC RECORDS:**

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

Public Records. Vendor/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract and/or any amendment(s) issued hereunder if the Vendor does not transfer the records to the public agency.
 - iv) Upon completion of the Contract (as defined in Section 2) and/or any amendment(s) issued hereunder, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract and/or any amendment(s) issued hereunder, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract and/or any amendment(s) issued hereunder, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- f) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, eameranderson@townofdundee.com, Erica Anderson, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

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

- g) It shall be understood and agreed that by the submission of a bid, the Vendor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Vendor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- h) It is the intent of the Town that this RFP promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFP to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.

- i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

II. State Law Compliance:

- a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By entering into the CONTRACT, VENDOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. VENDOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this **RFP 25-05** and/or the CONTRACT at the TOWN's option if the VENDOR is found to have submitted a false certification.
- b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a VENDOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with

any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By Entering into the CONTRACT, VENDOR certifies that it is not on the convicted vendor list.

- c) ***Drug-Free Workplace.*** By entering into the CONTRACT, VENDOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- d) ***E-Verify.*** By entering into the CONTRACT, the VENDOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the VENDOR and any subcontractor hired by the VENDOR. If the VENDOR enters into a contract with a subcontractor, the subcontractor must provide the VENDOR with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this CONTRACT, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the CONTRACT is terminated for a violation of the statute by the VENDOR, the VENDOR may not be awarded a public contract for a period of one (1) year after the date of termination.
- e) ***No Consideration of Social, Political, and Ideological Interests.*** VENDOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective VENDOR based on the prospective VENDOR's social, political or ideological interests or requesting documentation from, or considering, a prospective VENDOR's social, political, or ideological interests when determining if the prospective VENDOR is a responsible vendor. VENDOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the VENDOR's social, political, or ideological interests in the award of this **RFP 25-05** and/or the CONTRACT.
- f) ***Contracting with Foreign Entities.*** By entering into the CONTRACT, VENDOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, VENDOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in VENDOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the VENDOR organized under the laws of a Foreign Country of Concern, nor does the VENDOR have its principal place of business located in a Foreign Country of Concern. If this **RFP 25-05** and/or the CONTRACT permits the VENDOR to access the personal identifying information of any individual, VENDOR

agrees to notify the TOWN in advance of any contemplated transaction that would cause VENDOR to be disqualified from such access under Section 287.138 of the Florida Statutes. VENDOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the VENDOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

- g) ***Human Trafficking Affidavit.*** VENDOR shall be required to execute the *Human Trafficking Affidavit* attached to the **RFP 25-05** Work Summary hereto as simultaneously with and prior to providing the services hereunder.

2) DEFINITIONS

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

- a) ***APPLICABLE LAW:*** Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.
- b) ***BUSINESS DAYS:*** Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.
- c) ***CALENDAR DAYS:*** Any and all days in a 365-day calendar year.
- d) ***CHANGES:*** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the VENDOR, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.
- e) ***DAYS:*** A calendar day unless specifically stated otherwise.
- f) ***TOWN:*** The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform

municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

- g) **CONTRACT:** The agreement entered into and executed by the Town and VENDOR and includes, but shall not be limited to, the Contract Documents.
- h) **VENDOR:** The successful bidder who enters into the Contract with the Town to complete the project set forth in the **RFP 25-05**.
- i) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the VENDOR's right to proceed with the order/work by giving the VENDOR written notice. The defaulting VENDOR may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.
- j) **CONTRACT DOCUMENTS:** The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- k) **INDEMNIFY/INDEMNIFICATION:** VENDOR shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the VENDOR performance of this Contract. Other specific references to the VENDOR duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this VENDOR indemnity is required.
- l) **INSPECTION:** The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.
- m) **INSURANCE:** As specified in the Contract Documents.
- n) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:

- i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.
- ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- o) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:
 - i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and
 - ii) will submit such reports as the Town may thereafter require to assure compliance.
- p) **SUB-CONTRACTOR:** An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the VENDOR to do a portion of the work on and/or for the project.
- q) **TITLE:** The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or VENDOR until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or VENDOR.
- r) **WARRANTY:** The VENDOR shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The VENDOR shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the VENDOR shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the VENDOR that this provision exists.**
- s) **VENUE:** Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

3) INTERPRETATIONS OR ADDENDA:

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

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

- a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The VENDOR may offer any brand for which they are an authorized representative, which meets or exceeds the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The VENDOR shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The VENDOR shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.
- b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the RFP.**

5) SAMPLES:

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

6) PROTEST PROCEDURES:

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

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

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

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

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

- e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town

Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

The formal written protest shall contain the following:

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

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

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

The agenda for the bid protest meeting will be:

- i) The background as to why the recommendation for award was made or why the vendor was not selected.
- ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
- iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.

- iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.
- g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.
- h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**
- i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

7) PROPOSALS/SUBMITTALS:

- a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.
- b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.
- c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).
- d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.

- f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.
- g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.
- h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

8) PRICES, TERMS, AND PAYMENT:

- a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.
- b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.
- c) **Discounts:** VENDOR may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

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

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

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.

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

11) SAFETY STANDARDS:

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

12) INVOICING AND PAYMENT:

The VENDOR shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

13) WITHDRAWAL OF PROPOSALS:

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

14) NONCOLLUSION AGREEMENT:

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

15) REJECTION OF BIDS:

The Town may reject a bid if:

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

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

16) STATEMENT OF QUALIFICATIONS:

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

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

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

17) AWARD OF CONTRACT:

- a) The Town reserves the right to award contract(s) to more than one VENDOR, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.
- b) The VENDOR may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited.

VENDOR is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **VENDOR shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.**

- c) A written award of acceptance mailed or otherwise furnished to the VENDOR results in a binding contract without further action by either party.
- d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:
 - i) Evaluations and quality of performance on previous projects;
 - ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
 - iii) Ability to fulfill the contract within the time specified, without delay;
 - iv) Character, integrity, reputation, judgment, experience and efficiency;
 - v) Previous compliance with laws and ordinances relating to the contract;
 - vi) Sufficiency of the financial resources to fulfill the contract;
 - vii) Quality, availability and adaptability of the supplies or contractual services;
 - viii) Ability to provide future maintenance and service, as required or needed; and
 - ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

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

19) PERFORMANCE:

- a) VENDOR shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The VENDOR's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the VENDOR's right to proceed with the Contract. In the event the Town terminates the VENDOR's right to proceed, the Town shall provide the VENDOR with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting VENDOR.
- b) The Contract shall not be terminated, or the VENDOR charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the VENDOR including, but not

limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the VENDOR has no direct connections), and unusually severe weather. The VENDOR shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the failure of VENDOR to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the VENDOR has no control, said delay in performance may be excused.

- c) The VENDOR shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non- performance thereof.

20) SERVICE AND WARRANTY:

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

21) GOVERNMENTAL RESTRICTIONS:

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

22) PRICE AND ADJUSTMENTS:

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

23) EQUAL EMPLOYMENT OPPORTUNITY:

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

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

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

25) TIE BIDS:

The Town Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Town Manager to comply with all of

the Source Selection provisions of Town of Dundee Ordinance No. 14-17 (*codified in Sec. 2-159*) and the Code of Ordinances of the Town of Dundee:

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

26) NOTICE:

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million (\$1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- c) Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the Town if the VENDOR is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

27) UNAUTHORIZED ALIEN(S):

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

CONSTRUCTION AND OTHER CLAUSES (as applicable)

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the VENDOR or by any Subcontractor engaged to do a portion of the work. The VENDOR shall supply each of its Subcontractors with a copy of all of the Contract Documents.

28) ERRORS:

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

29) UNIT PRICES:

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not

conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

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

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

a) BID PRICES.

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

b) ORDERING.

- i) The Town may exercise its right to direct purchase any component of the bid, at the VENDOR's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the VENDOR used to submit their bid to the Town and therefore made a part of the Contract. The VENDOR shall fully cooperate with the Town, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.
- ii) Following receipt of a sales tax savings form from the VENDOR, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the VENDOR, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.
- iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

c) EXPEDITING.

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

d) RECEIPT.

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

i) BILLINGS/PAYMENTS.

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

j) OTHER CONSIDERATIONS.

- i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.
- ii) The VENDOR shall assume the risk of damage or loss at the time of the purchase.
- iii) The selection of ODP for any item(s) contained within the bid does not relieve the VENDOR from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.
- iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.
- v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's VENDOR to certify that the tangible

personal property purchased from that vendor will go into or become a part of a public works.

31) INSPECTION:

- a) For the Town, the VENDOR shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the VENDOR in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.
 - i) The examination and/or assistance by the Town shall not relieve the VENDOR of the VENDOR's responsibility of any actions it may take or neglect by VENDOR or its Subcontractors in performing the work.
 - ii) The Town shall not be responsible for VENDOR's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for VENDOR's failure to perform the work in accordance with the Contract Documents.
 - iii) The Town shall not be responsible for the acts or omissions of VENDOR or any Subcontractors, or any of VENDOR's agents or employees.
 - iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to VENDOR, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.
- c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.
- d) If the Town finds any materials or work faulty, it shall so inform the VENDOR; the VENDOR shall replace, at its expense, and as soon as possible, said faulty materials or work. If the VENDOR does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the VENDOR.
- e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.

- f) The Town may order the VENDOR to uncover work which has been covered without the consent of the Town. The VENDOR shall bear the expense of the extra work. The Town may order the VENDOR to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the VENDOR may charge the Town for this extra work; if the questioned work is found faulty, the VENDOR shall bear the expense of the extra work.

32) SUPERVISION:

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

33) ACCIDENT PREVENTION:

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

34) CLAIMS FOR ADDITIONAL PAY:

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

If the VENDOR asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town

from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the **VENDOR**, or a price based on the **VENDOR**'s cost for labor, materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

35) FITTING AND COORDINATION OF THE WORK:

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

36) SUB-CONTRACTING:

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

37) MUTUAL RESPONSIBILITY OF VENDORS:

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

38) LINES AND GRADES:

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

39) ASSIGNMENT OR NOVATION:

The **VENDOR** shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the express written consent of the Town; provided however, that assignments to banks, trust companies and/or

other financial institutions of payments due to VENDOR may be made without the consent of the Town.

40) OTHER CONTRACTS:

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

41) PATENT INFRINGEMENT:

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

42) SHOP DRAWINGS:

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

43) PLANS AND SPECIFICATIONS:

- a) The Town shall furnish the VENDOR one (1) set of the plans and specifications when the Town notifies the VENDOR to begin work. The VENDOR shall keep this set available at the project site at all times. If the VENDOR wants more than one (1) set of plans and specifications, the VENDOR may obtain these if it pays the cost of reproduction.
- b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the VENDOR, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the VENDOR to return all copies of the plans and specifications when the work is completed. The VENDOR shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

44) SUB-SURFACE DATA:

The Town does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the VENDOR shall, with its own resources, verify

ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

45) FACILITIES, MATERIALS, AND EMPLOYEES:

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

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

- a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the VENDOR's expense by independent laboratories and agencies approved by the Town.

- b) The VENDOR shall instruct any laboratory or agency making, required tests to furnish the Town with a copy of the report made on each test and inspection.

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

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

48) PROTECTION OF MONUMENTS:

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

49) USE OF PREMISES:

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

50) WORK PROGRESS:

- a) If the VENDOR fails to proceed with the diligence required to complete the project within the time set forth in the Contract or within an extension of that time which the Town may grant, the Town may terminate the VENDOR's right to proceed with the work by providing written notice to the VENDOR.
- b) If the Town terminates the VENDOR's right to proceed, the Town may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the VENDOR and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of the Contract by VENDOR shall constitute an acknowledgment of the surety's consent to this provision.
- c) If the Town does not terminate the VENDOR's rights to proceed, the VENDOR shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the VENDOR and

its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

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

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

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

52) DISPUTES:

- a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the VENDOR to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the VENDOR shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the VENDOR.
- b) The VENDOR shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the

VENDOR by registered or certified mail, return receipt requested, directed to the VENDOR's last known address.

- c) If the VENDOR does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

53) VENDOR INSURANCE:

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

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

(1) Worker's Compensation Insurance:

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

- (i) Part One: "Statutory"

(ii)	Part Two: \$500,000.00	Each Accident
	\$500,000.00	Disease-Policy Limit
	\$500,000.00	Disease-Each Employee

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

(2) General Liability Insurance:

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

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

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

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

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

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

(3) Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements,

including coverage for liability contractually assumed, and shall cover all owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

(4) Property Insurance:

- (a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the VENDOR shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment¹. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be \$500 per occurrence.
- (b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.
- (c) The insurance provided by the VENDOR and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the VENDOR and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the VENDOR shall

apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the VENDOR to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The VENDOR shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.

- ii) The insurance provided by the VENDOR shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.
- iii) Compliance with these insurance requirements shall not limit the liability of the VENDOR or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the VENDOR and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the VENDOR) available to the Owner under the Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the VENDOR shall relieve the VENDOR from responsibility to provide insurance as required by the Contract and the Contract Documents.

54) INDEMNIFICATION:

- a) The VENDOR shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the VENDOR including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or organization directly or indirectly employed and/or utilized by the VENDOR to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:
 - i) Any omission, default, or negligent act of the VENDOR including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);

- ii) Any and all bodily injuries, sickness, disease or death;
 - iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;
 - iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or
 - v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the VENDOR including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees and/or persons and/or entities under VENDOR's direction and/or control.
 - vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or any of the VENDOR's subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees.
- b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.
 - c) This contractual indemnity shall survive the termination of this Contract.
 - d) VENDOR 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 VENDOR (specifically including, but not limited to, VENDOR's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or VENDOR's performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. VENDOR also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
 - e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by

VENDOR from the Town that such amount is due, be made by VENDOR prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the VENDOR shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.

- f) Additionally, if VENDOR, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, VENDOR shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from VENDOR.
- g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor
- h) The VENDOR shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by VENDOR for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, VENDOR shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.
- i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the VENDOR.
- j) The VENDOR and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the VENDOR or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the VENDOR or subcontractor or sub-subcontractor agree to notify the insurer and request the policy be endorsed with a "waiver of transfer of rights against others" or its equivalent. This "waiver of subrogation" requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the VENDOR or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the VENDOR of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything

done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.

- l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

55) BID BOND:

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

56) PERFORMANCE AND PAYMENT BOND:

- a) In cases where the bid price exceeds \$30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The VENDOR shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).
- b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(1)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

57) BONDING COMPANY QUALIFICATIONS:

- a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:

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

58) PAYMENT:

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

59) LIENS:

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

60) GUARANTEE:

- a) The VENDOR shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its

entirety. The VENDOR shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.

- b) Neither the final payment nor any provision in the Contract Documents shall relieve the VENDOR of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the VENDOR shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.
- c) A notice of defect(s) will be issued by the Town. Upon receipt by the VENDOR of such written notice, the VENDOR shall immediately investigate any and all claimed defects. Should the VENDOR feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.
- d) Defects shall be remedied by the VENDOR within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the VENDOR shall notify the Town, in writing, of correction in defects. The VENDOR shall transmit to the Town a copy of each certified statement as required below.
- e) Each Subcontractor shall transmit to the VENDOR, in duplicate, on its business letterhead, addressed to both the VENDOR and Town, a certified statement as to:
 - i) The work performed and/or materials supplied; and
 - ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

61) THE CONSTRUCTION AGREEMENT:

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

62) CONSTRUCTION SCHEDULE:

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

63) FINAL INSPECTION:

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

64) CONSTRUCTION AND CONSULTING EVALUATION:

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



Meeting Agenda Coversheet

MEETING DATE:		December 9, 2025		Submitted By: John Vice, Public Works Director	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		HIGHLANDS SPLASH PARK PHASE 1 & 2 WARRANTY			
STAFF RECOMMENDATION: (MOTION READY)		A motion to approve the Highlands Splash Park Phase 1 & 2 Extended Warranty.			
SUMMARY and/or JUSTIFICATION:		<p>Staff has received a request for an extension of the warranty on the asphalt parking lot. During our walk-through inspection, there were a few items staff was not fully satisfied with. However, at this time, we do not believe these areas warrant immediate replacement.</p> <p>As a result, we have asked the subcontractor to extend the warranty for an additional six (6) months, bringing the total warranty period to eighteen (18) months. This extended warranty will continue to cover all labor and materials.</p> <p>This additional time will allow the Town to monitor the areas of concern. If, toward the end of the warranty period, staff determines that the issues have not been resolved to our satisfaction, the Town will reserve the right to require the parking lot to be milled and resurfaced or resealed, including new striping, labor, and materials.</p>			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER: X	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Highlands Splash Park Warranty			
SELECT, if applicable		RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>					
FISCAL IMPACT (if any):		State what is included in the cost, i.e., production, materials, etc.			\$0.00



Town of Dundee

202 E. Main Street

Dundee, FL 33838

General Warranty and Guarantee

Project Name: Highland Splash Park Phases I & II

Address: 501 4th Street S
Dundee, Florida 33838

I, undersigned, do hereby warrant that all labor and material furnished and work performed in conjunction with the above referenced project are in compliance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of (1) year or a time (with the exception of asphalt paving) as specified in the Project Manual from the Date of Turnover. Asphalt paving shall be warrantied for an additional (6) months, for a total of (18) months from the Date of Turnover. I, undersigned also agree to provide a seal coat to the existing asphalt and redo the striping at the cost (not Town of Dundee of General Contractor), if deemed necessary by the Town of Dundee.

This Warranty commences on December 10, 2025 and expires on June 10, 2027.

Should any defects develop during the warranty period due to improper material, workmanship, or arrangement, the same, including adjacent work displaced, shall be made good by the undersigned at no expense to the Owner or JCR Construction & Services, LLC.

The Owner will give Subcontractor written notice of defective work. Should the Subcontractor fail to correct defective work within Thirty (30) days after receipt of written notice, Owner may, at his/her option, correct and charge Subcontractor cost for such correction. Subcontractor agrees to pay such charges upon demand. Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner.

Company Name _____

Address _____

Contact _____

Phone _____

Signature: _____ **Title:** _____

Print Name: _____ **Date:** _____