

AMENDED



TOWN COMMISSION MEETING AGENDA

November 14, 2023 at 6:30 PM

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR NOVEMBER 14, 2023

A. Minutes

1. October 10, 2023 Town Commission Meeting
2. October 24, 2023 Town Commission Meeting

B. Board Appointments

1. Tree Board - Donna Schultz

APPROVAL OF AGENDA

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

1. RECOGNITION OF BEAUTIFICATION AWARD WINNERS

NEW BUSINESS

2. ORDINANCE 23-11, FOUR UNNAMED RIGHT OF WAY VOLUNTARY ANNEXATION

- [3.](#) **ORDINANCE 23-12, STEWARD ROAD RIGHT OF WAY VOLUNTARY ANNEXATION**
- [4.](#) **ORDINANCE 23-13, CAMPBELL ROAD RIGHT OF WAY VOLUNTARY ANNEXATION**
- [5.](#) **ORDINANCE 23-14, ALMBURG ROAD RIGHT OF WAY VOLUNTARY ANNEXATION**
- [6.](#) **ORDINANCE 23-15, WELSH ROAD RIGHT OF WAY VOLUNTARY ANNEXATION**
- [7.](#) **ORDINANCE 23-16, AT RACE ROAD RIGHT OF WAY VOLUNTARY ANNEXATION**
- [8.](#) **ORDINANCE 23-17, CHARTER AMMENDMENT**
- [9.](#) **RESOLUTION 23-29, FY 2022 – 2023 BUDGET AMENDMENT**
- [10.](#) **DISCUSSION & ACTION, WHEDC VISION ANALYSIS**
- [11.](#) **DISCUSSION & ACTION, SEASONS AT HILLTOP SEWER ERC EXTENSION DEVELOPMENT AGREEMENT**
- 12. DISCUSSION & ACTION, RFP 24-03 1 REAR LOAD 31 YARD GARBAGE TRUCK**
- 13. DISCUSSION & ACTION, RFP 24-02 2 AUTOMATED SIDE LOADER 31 YARD GARBAGE TRUCKS**
- [14.](#) **DISCUSSION & ACTION, DEPOT LED SIGN REPLACEMENT**
- [15.](#) **DISCUSSION & ACTION, AC REPLACEMENT AT THE MAIN STREET CENTER**
- [16.](#) **DISCUSSION & ACTION, MESSAGE BOARD**
- [17.](#) **DISCUSSION & ACTION, GRAPPLE TRUCK**
- [18.](#) **DISCUSSION, FIRST SATURDAY’S EVENTS**

REPORTS FROM OFFICERS

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

ADJOURNMENT

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

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



TOWN COMMISSION MEETING

November 14, 2023 at 6:30 PM

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- AGENDA ITEM TITLE:** Approval of the Commission Consent Agenda
- SUBJECT:** The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item in the consent agenda may be pulled by a member of the Town Commission for separate consideration.
- STAFF ANALYSIS:** The consent agenda for the meeting of November 14, 2023 contains the following:
- A. Minutes
 1. October 10, 2023 Town Commission Meeting
 2. October 24, 2023 Town Commission Meeting
 - B. Board Appointments
 1. Tree Board Appointment – Donna Schultz
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** October 10, 2023 Town Commission Meeting
October 24, 2023 Town Commission Meeting
Donna Schultz Tree Board Application



TOWN COMMISSION MEETING MINUTES

October 10, 2023 at 6:30 PM

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

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

CALL TO ORDER by Mayor Pennant at 6:30 PM

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION given by Commissioner Richardson

RECOGNITION OF SERGEANT AT ARMS - Sergeant Anderson

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

ROLL CALL given by Town Clerk Douthat

PRESENT

Steve Glenn

Bert Goddard

Willie Quarles

Mary Richardson

Sam Pennant

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

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

A. AGREEMENTS

1. DATAWORKS AGREEMENT

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE the consent agenda for the meeting of October 10, 2023, made by Glenn, Seconded by Goddard. Passed Unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

APPROVAL OF AGENDA

Town Manager Davis reported the following changes to the regular agenda:

Item 6 - corrections were made to Resolution 23-26

Item 7 - Resolution 23-28 was added to the agenda packet

MOTION TO APPROVE the agenda with changes made by Quarles, Seconded by Glenn. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

1. PROCLAMATION, DWARFISM AWARENESS MONTH

MOTION TO SUPPORT October as Dwarfism Awareness Month made by Goddard, Seconded by Quarles. Passed Unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

Mayor Pennant read the proclamation into the record.

Autumn Wise, daughter of Accounts Payable Clerk Gina Barnhorst, accepted the proclamation.

2. PROCLAMATION, BREAST CANCER AWARENESS MONTH

MOTION TO SUPPORT October as Breast Cancer Awareness Month made by Goddard, Seconded by Quarles. Passed Unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

Mayor Pennant read the proclamation into the record.

3. PROCLAMATION, FLORIDA CITY GOVERNMENT WEEK

MOTION TO SUPPORT October 16, 2023 through October 22, 2023 as Florida City Government Week made by Goddard, Seconded by Quarles. Passed Unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

Mayor Pennant read the proclamation into the record.

Dr. Headley from Dundee Elementary accepted the proclamations on behalf of herself and the principal of Dundee Ridge Academy. She thanked the Commission and updated attendees on current happenings with her students.

4. PROCLAMATION, FIRE PREVENTION WEEK

MOTION TO SUPPORT October ,2023 through October ,2023 as Fire Prevention Week made by Goddard, Seconded by Quarles. Passed Unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

Mayor Pennant read the proclamation into the record.

Fire Chief Carbone accepted the proclamation.

NEW BUSINESS

5. ORDINANCE 23-06, CALDWELL RIDGE FUTURE LAND USE MAP AMENDMENT

Assistant Town Attorney Claytor read the title of Ordinance 23-06 into the record.

Town Planner Peterson gave the analysis.

Jeremy Knowles, 355 W Lake Marion Rd, Haines City, spoke against the ordinance.

Larry Mathis, 1660 Tyner Rd, Haines City, spoke against the ordinance.

Glenn Lawhorn, 11000 Jim Edwards Rd, Haines City, spoke against the ordinance.

Debra Lawson, 200 Penny Lane, Haines City, spoke against the ordinance.

Daryl Conner, 6630 Lake Hatchineha Rd, Haines City, spoke against the ordinance.

Blair Quinn, 22 Lakeview Dr S, spoke against the ordinance.

Justyna Gale, Forward Planning & Design, made a presentation for the future land use amendment.

Brad Weihrauch , 33 Turtle Lake, Haines City, the owner of the property, spoke for the ordinance.

Assistant Town Attorney Claytor explained the Town of Dundee development review process and applicable legal standard(s) for the review and approval/denial of the proposed Future Land Use.

MOTION TO APPROVE Ordinance 23-06 made by Pennant, Seconded by Quarles.

Voting Yea: Glenn, Goddard, Quarles, Pennant.

Voting No: Richardson

6. RESOLUTION 23-26, WOODLAND RANCH ESTATES SUBDIVISION CERTIFIED SUBDIVISION PLAN (CSP)

Assistant Town Attorney Claytor read the title of Resolution 23-26 into the record.

Town Planner Peterson gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE Resolution 23-26 made by Goddard, Seconded by Quarles. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

7. RESOLUTION 23-28, ODYSSEY MANUFACTURING COMPANY EMERGENCY AGREEMENT

Assistant Town Attorney Claytor read the title of Resolution 23-28 into the record.

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE Resolution 23-28 made by Goddard, Seconded by Richardson. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

8. DISCUSSION & ACTION, FLEET SURPLUS ITEMS

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE the sale of surplus items made by Richardson, Seconded by Goddard. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

9. DISCUSSION & ACTION, NAME CHANGE FOR THE TOWN OF DUNDEE

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO AUTHORIZE and direct Town staff to prepare the necessary ordinance and document(s) to amend the Charter of the Town of Dundee changing Town to City made by Richardson, Seconded by Goddard. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

9. DISCUSSION & ACTION, NOVEMBER & DECEMBER 2023 MEETING DATES

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE November 14, 2023 and December 12, 2023 as the amended Town Commission meeting schedule made by Goddard, Seconded by Richardson. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

REPORTS FROM OFFICERS

Fire Chief Carbone updated the run totals and reported that the bunk house and bay door remodels have been completed.

Assistant Town Attorney Claytor gave an update on the Dundee Plaza access.

Town Manager Davis reported that she will be scheduling a grand reopening at the Fire Department. She reported that the lights have been added to the front of the Fire Department. She stated that the Tree Board had done a beautification project at the Historic Depot and that they are doing a townwide beautification project.

Commissioner Richardson asked for an update on the alley behind Dundee Pizza and received an update from Public Works Director John Vice.

ADJOURNMENT at 8:25 PM

Respectfully Submitted,

Trevor Douthat

Trevor Douthat, Town Clerk

APPROVAL DATE: _____

DRAFT



TOWN COMMISSION MEETING MINUTES

October 24, 2023 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 PM by Mayor Pennant

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION led by Pastor Lawson

RECOGNITION OF SERGEANT AT ARMS - Detective Mosley

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

ROLL CALL given by Town Clerk Douthat

PRESENT

Steve Glenn

Bert Goddard

Willie Quarles

Mary Richardson

Sam Pennant

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

Annette Wilson, 408 Dr MLK St, asked if there would be a Christmas parade this year and what the process is to participate. She also stated that the Town needs a new Christmas tree this year for the tree lighting.

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR OCTOBER 24, 2023

A. MINUTES

1. AUGUST 22, 2023 TOWN COMMISSION MEETING

2. SEPTEMBER 12, 2023 TOWN COMMISSION MEETING

3. SEPTEMBER 26, 2023 TOWN COMMISSION MEETING

***MOTION TO APPROVE** the consent agenda for October 24, 2023 made by Glenn, Seconded by Richardson. Passed unanimously.*

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

APPROVAL OF AGENDA

MOTION TO APPROVE the regular meeting agenda for October 24, 2023 made by Goddard, Seconded by Glenn. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

NEW BUSINESS

1. ORDINANCE 23-08, PERSONNEL POLICY HANDBOOK, FIRE DEPARTMENT HOLIDAY, VACATION & SICK POLICY AMENDMENT - SECOND READING

Assistant Town Attorney Claytor read the title of Ordinance 23-08 into the record.

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE Ordinance 23-08 made by Quarles, Seconded by Richardson. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

2. DISCUSSION & ACTION, FLEET SURPLUS ITEMS

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE the sale of surplus items made by Goddard, Seconded by Glenn. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

3. DISCUSSION & ACTION, RFQ 23-01, CONTINUING PROFESSIONAL CONSULTING SERVICES CONTRACTS

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE, accept, confirm and ratify the scoring and ranking(s) of the firms evaluated and submittals received by the Town of Dundee Evaluation Committee in response to Town of Dundee RFQ 23-01; and, pursuant to the scoring and ranking(s) of the Town of Dundee Evaluation Committee, the Town Commission authorizes the Town Manager to take all necessary further actions to effectuate the intent of RFQ 23-01 and enter into the continuing master agreement, which was provided as an Addendum to RFQ 23-01, with all consultants made by Goddard, Seconded by Quarles. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

4. DISCUSSION & ACTION, FDOT SHORT TERM AGREEMENT

Town Manager Davis and Assistant Town Attorney Claytor gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

Motion to give staff permission to execute the short-term agreement with FDOT made by Glenn,
Seconded by Quarles.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

5. DISCUSSION & ACTION, SELECTION OF TOWN FLAG

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

***MOTION TO APPROVE** flag design #10 with alterations made by Quarles, Seconded by Goddard.
Passed unanimously.*

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

REPORTS FROM OFFICERS

Fire Chief Carbone updated the run totals.

Town Manager Davis informed the Commission of the upcoming holiday events.

Commissioner Richardson asked for an update on the alley behind Dundee Pizza and on the sign at the depot.

ADJOURNMENT at 7:21PM

Respectfully Submitted,

Trevor Douthat

Trevor Douthat, Town Clerk

APPROVAL DATE: _____

Town of Dundee

Item A.



DUNDEE TOWN COMMISSION

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

APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: Tree Board

Name: Donna M. Scholtz

Address: 407 54th St Dundee

Phone: (813) 348-7597

Email Address: Momsangels460@gmail.com

What experience or qualities do you have that you feel would contribute to the board of your choice?

Can you commit to attending the schedule of meetings? YES NO

What date are you available to start? ASAP

How long have you been a resident of the Town? 1 1/2 yr

Have you ever applied for membership or served on any boards in the Town? YES NO

If so, which board and year:

Applicant Signature: Donna Scholtz Date: 10/19/23

FOR OFFICE USE ONLY:

Received by _____ Date _____
Date reviewed by Mayor & Town Commission: _____ Approved _____
Disapproved _____



TOWN COMMISSION MEETING

November 14, 2023 at 6:30 PM

Item 1.

AGENDA ITEM TITLE:	RECOGNITION OF BEAUTIFICATION AWARD WINNERS
SUBJECT:	Presented by Dundee Tree Board
STAFF ANALYSIS:	The Dundee Tree Board will present awards to the winners of the first Dundee Residential & Commercial Beautification Award. The winner for the Residential Beautification Award is Arlyn Pabon of 404 Ridges Dr. The winner for the Commercial Beautification Award is Paw Petting, 28319 US Hwy 27, and will be accepted by their Manager, Margaret Grafstrom.
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	None
ATTACHMENTS:	Residential Beautification Award Certificate Commercial Beautification Award Certificate



Beautification Award Residential



The Dundee Tree Board
Presents to:

Arlyn Fabon - 404 Bridges Dr.

For significant improvement and beautification of your property, helping to keep
Dundee beautiful.

Thank you!

Tree Board Chairperson



Mayor, Town of Dundee



Beautification Award Commercial



The Dundee Tree Board
Presents to:

Law Petting - 28319 US Hwy 27

For significant improvement and beautification of your property, helping to keep
Dundee beautiful.

Thank you!



Tree Board Chairperson

Mayor, Town of Dundee



TOWN COMMISSION MEETING

November 14, 2023 at 6:30 PM

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- AGENDA ITEM TITLE:** ORDINANCE 23-11, FOUR UNNAMED RIGHTS-OF-WAY VOLUNTARY ANNEXATION
- SUBJECT:** The Town Commission will hear the 1st reading (transmittal hearing) of Ordinance 23-11
- STAFF ANALYSIS:** This is a petition by the Town of Dundee for the voluntary annexation for four unnamed rights-of-ways. The general location of the proposed rights-of-ways to be annexed lying within Section 34, Township 28 south, Range 27 east, in the Polk County, Florida.
- FISCAL IMPACT:** No Fiscal Impact
- STAFF RECOMMENDATION:** Staff recommends approval of Ordinance 23-11
- ATTACHMENTS:** Staff Report
Ordinance 23-11



TOWN OF DUNDEE

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson, Development Director

AGENDA DATE: November 14, 2023

REQUESTED ACTION: Ordinance 23-11
 The Town Commission will consider the first reading of Ordinance 23-11 Four Unnamed Rights-Of-Ways Voluntary Annexation.

STAFF ANALYSIS:

The Town of Dundee has placed a petition for the voluntary annexation of portions of unopened, unmaintained rights-of-ways.

The general location of the proposed rights -of-ways to be annexed, portions of certain unopened, unmaintained platted rights-of ways more particularly described herein as lying within Section 34, Township 28 south, Range 27 east, in Dundee, Florida (collectively known as the roads).



The proposed Ordinance 23-11 was prepared by Town Staff and Consultants. If approved at this first reading, the public hearing for the second (adoption) and final reading will be held on December 12, 2023.

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

<p>Northwest Town of Dundee RSF-1 Low Density Single Family Residential</p>	<p>North Polk County RSF-2 Moderate Density Residential & PI Public Institutional</p>	<p>Northeast Polk County Public Institute - Public Recreation</p>
<p>West Town of Dundee AL Limited Agriculture</p>	<p>Subject Rights-of-Ways (4) Unnamed Roads</p>	<p>East Polk County RSF-1 Low Density-Single Family</p>
<p>Southwest Town of Dundee AL Limited Agriculture</p>	<p>South Town of Dundee Town Boundary-RSF-1 Low Density Single Family Resident</p>	<p>Southeast Polk County Town Boundary & RSF 1 Low Density Single Family Residential</p>

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

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 23-11

Attachments:

Ordinance 23-11

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SPACE FOR RECORDING

ORDINANCE NO.: 23-11

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: PORTIONS OF CERTAIN UNOPENED, UNMAINTAINED PLATTED RIGHTS-OF-WAYS MORE PARTICULARLY DESCRIBED HEREIN. LYING WITHIN SECTION 34, TOWNSHIP 28 SOUTH, RANGE 27 EAST, IN POLK COUNTY, FLORIDA (COLLECTIVELY KNOWN AS THE ROADS)).

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

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

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

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

1. A petition has been filed to integrate territory into the Town of Dundee,

Florida, as attached herein as Exhibit "A".

2. Pursuant to Section 171.044 of the Florida Statutes, the Town Commission of the Town of Dundee does hereby annex into the corporate limits of the Town of Dundee, Florida, the following described property:

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

3. All ordinances in conflict herewith are hereby repealed.

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

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

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

INTRODUCED on first reading this 14th day of November 2023.

PASSED on second reading this 12th day of December 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

INTERIM TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT "A" To Ordinance 23-11 Annexation Petition



Town of Dundee

Voluntary Annexation Application

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

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

SITE INFORMATION

Project Name: (4) Unnamed Roads - Right of Ways
Parcel I.D.#: _____
Site Address or General Location: _____
Present Use of the Property: Public Road
Existing Structures Located on the Site: None
Total Acreage: _____ Number of Residents on Site: _____
Legal Description of the Property: _____

PROPERTY OWNER:

Name: Town of Dundee
Mailing Address: 202 E. Main Street
City: Dundee State: Florida Zip: 33838
Home/Mobile Phone: (863)438-8330 Email Address: NA

APPLICANT/AGENT:

Name: Town of Dundee
Mailing Address: Same as above
City: _____ State: _____ Zip: _____
Home/Mobile Phone: _____ Office: _____
Email Address: _____

Applicant is: Owner Agent/Representative Purchaser Lessee

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



Town of Dundee

Voluntary Annexation Application

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

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), Tandra Davis for the Town of Dundee 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]
Signature of Owner
Tandra Davis for the Town of Dundee

Signature of Owner

Printed Name/Title of Owner

Printed Name/Title of Owner

Signature of Owner

Signature of Owner

Printed Name of Owner

Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4 day of October, 2023 by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
[Signature]
Printed Name Brenda J Carter

My commission expires: _____
Notary Public State of Florida
Brenda J Carter
My Commission HH 359371
Expires 2/7/2027



Town of Dundee

Voluntary Annexation Application


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

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), Tandra Davis for the Town of Dundee being duly sworn, depose and say that (I) (we) serve as _____ 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) Tandra Davis for the Town of Dundee	Signature of Agent, Lessee, or Buyer(s)
_____	_____
Printed Name of Agent, Lessee, or Buyer(s)	Printed Name of Agent, Lessee, or Buyer(s)
_____	_____
Signature of Agent, Lessee, or Buyer(s)	Signature of Agent, Lessee, or Buyer(s)
_____	_____
Printed Name of Agent, Lessee, or Buyer(s)	Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA
COUNTY OF POLK

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

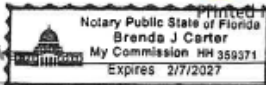
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4 day of October, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida



Printed Name Brenda J Carter

My commission expires _____



Voluntary Annexation Application

Page 3 of 4



Town of Dundee

Voluntary Annexation Application

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

FINANCIAL RESPONSIBILITY FORM

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

Name: Tandra Davis for the Town of Dundee Title: Town Manager

Company: _____

Company Address: 202 E. Main Street

City/State/Zip Code: Dundee, FL 33838

Telephone Number: (863)438-8330

Email Address: NA

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

1. Signed this 4 day of October, 2023.

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

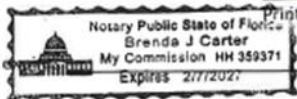
STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4 day of October, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
[Signature]

Printed Name Brenda J Carter

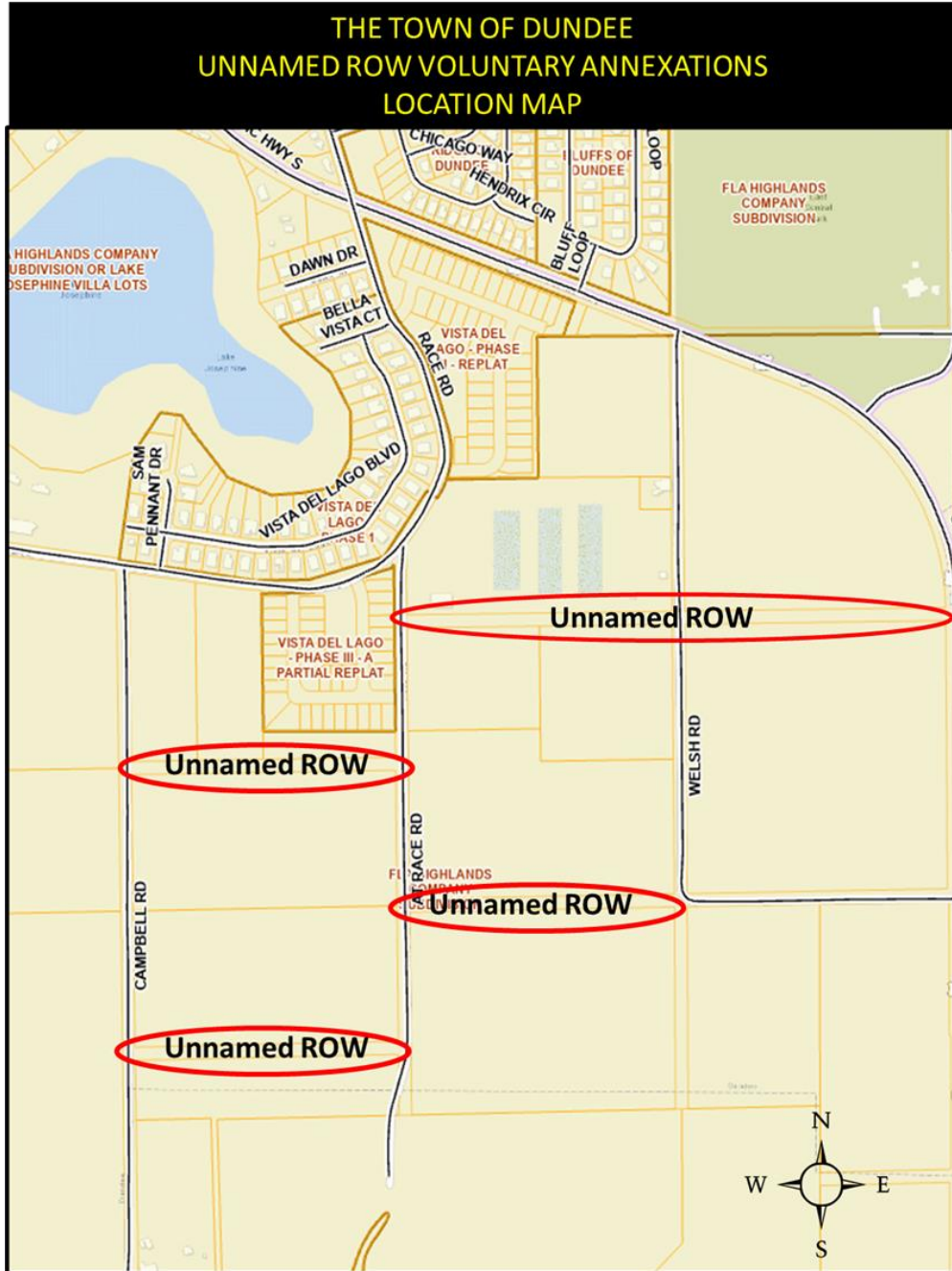


My commission expires _____

COMPOSITE EXHIBIT "B"
to Ordinance No. 23-11
Legal Description

That unopened unmaintained platted right-of-way, lying south of Lots 5, 6, 7, 8, 13, 14, 21, 22, 29, 30; north of Lots 9, 10, 11, 12, 19, 20, 27, 28, 35, 36; east of Lot 27 and west of Lot 26, as depicted on Florida Highlands Company's Subdivision as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor. All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

COMPOSITE EXHIBIT "B"
to Ordinance No. 23-11
Location Map



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*

SPACE FOR RECORDING

ORDINANCE NO.: 23-11

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: PORTIONS OF CERTAIN UNOPENED, UNMAINTAINED PLATTED RIGHTS-OF-WAYS MORE PARTICULARLY DESCRIBED HEREIN. LYING WITHIN SECTION 34, TOWNSHIP 28 SOUTH, RANGE 27 EAST, DUNDEE, FLORIDA (COLLECTIVELY KNOWN AS THE ROADS)).

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

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

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

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

1. **RECITALS.** The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for the passage of this Ordinance.

2. **ANNEXATION PETITION.** A petition has been filed to integrate territory into the Town of Dundee, Florida, as attached hereto as **Composite Exhibit “A”** and made a part hereof by reference.

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

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 unless such repeal is explicitly set forth herein.

5. **SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

6. **ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION.** It is the intention of the Town Commission that the provisions of this Ordinance shall be codified; and 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; sections of this Ordinance may be renumbered or re lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his or her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

7. **EFFECTIVE DATE.** This ordinance shall take effect immediately after second reading.

INTRODUCED AND PASSED on first reading at a regular meeting of the Town Commission of the Town of Dundee held this 14th day of November, 2023.

PASSED AND ADOPTED on second reading/public hearing at the meeting of the Town Commission of the Town of Dundee assembled on the 12th day of December, 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.



Town of Dundee

Voluntary Annexation Application

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

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

SITE INFORMATION

Project Name: (4) Unnamed Roads - Right of Ways

Parcel I.D.#: _____

Site Address or General Location: _____

Present Use of the Property: Public Road

Existing Structures Located on the Site: None

Total Acreage: _____ Number of Residents on Site: _____

Legal Description of the Property: _____

PROPERTY OWNER:

Name: Town of Dundee

Mailing Address: 202 E. Main Street

City: Dundee State: Florida Zip: 33838

Home/Mobile Phone: (863)438-8330 Email Address: NA

APPLICANT/AGENT:

Name: Town of Dundee

Mailing Address: Same as above

City: _____ State: _____ Zip: _____

Home/Mobile Phone: _____ Office: _____

Email Address: _____

Applicant is: Owner Agent/Representative Purchaser Lessee

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



Town of Dundee

Voluntary Annexation Application

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

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), Tandra Davis for the Town of Dundee 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]
Signature of Owner
Tandra Davis for the Town of Dundee

Signature of Owner

Printed Name/Title of Owner

Printed Name/Title of Owner

Signature of Owner

Signature of Owner

Printed Name of Owner

Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

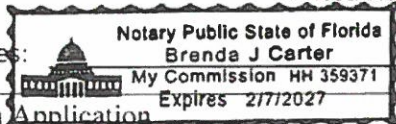
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4 day of October, 2023 by, as, on its behalf, who is personally known to me or who has produced - as identification.

Notary Public, State of Florida

[Signature]

Printed Name Brenda J Carter

My commission expires:





Town of Dundee

Voluntary Annexation Application

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

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), Tandra Davis for the Town of Dundee being duly sworn, depose and say that (I) (we) serve as _____ 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)
Tandra Davis for the Town of Dundee

Signature of Agent, Lessee, or Buyer(s)

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

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

Signature of Agent, Lessee, or Buyer(s)

Signature of Agent, Lessee, or Buyer(s)

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

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

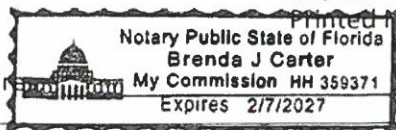
STATE OF FLORIDA
COUNTY OF POLK

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

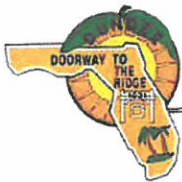
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4 day of October, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Printed Name Brenda J Carter



My commission expires _____



Town of Dundee

Voluntary Annexation Application

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

FINANCIAL RESPONSIBILITY FORM

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

Name: Tandra Davis for the Town of Dundee Title: Town Manager

Company: _____

Company Address: 202 E. Main Street

City/State/Zip Code: Dundee, FL 33838

Telephone Number: (863)438-8330

Email Address: NA

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

1. Signed this 4 day of October, 2023.

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

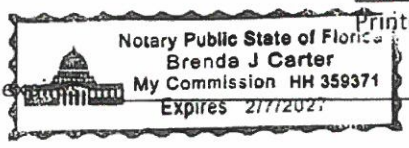
STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4 day of October, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
[Signature]

Printed Name Brenda J Carter



My commission expires _____



Voluntary Annexation Application Checklist

Requirements as set out in Florida Statutes 171.044

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

What is this checklist?

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

How should this checklist be used?

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

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

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

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

Applicant **Tandra Davis for the Town of Dundee**

10-4-23

Date

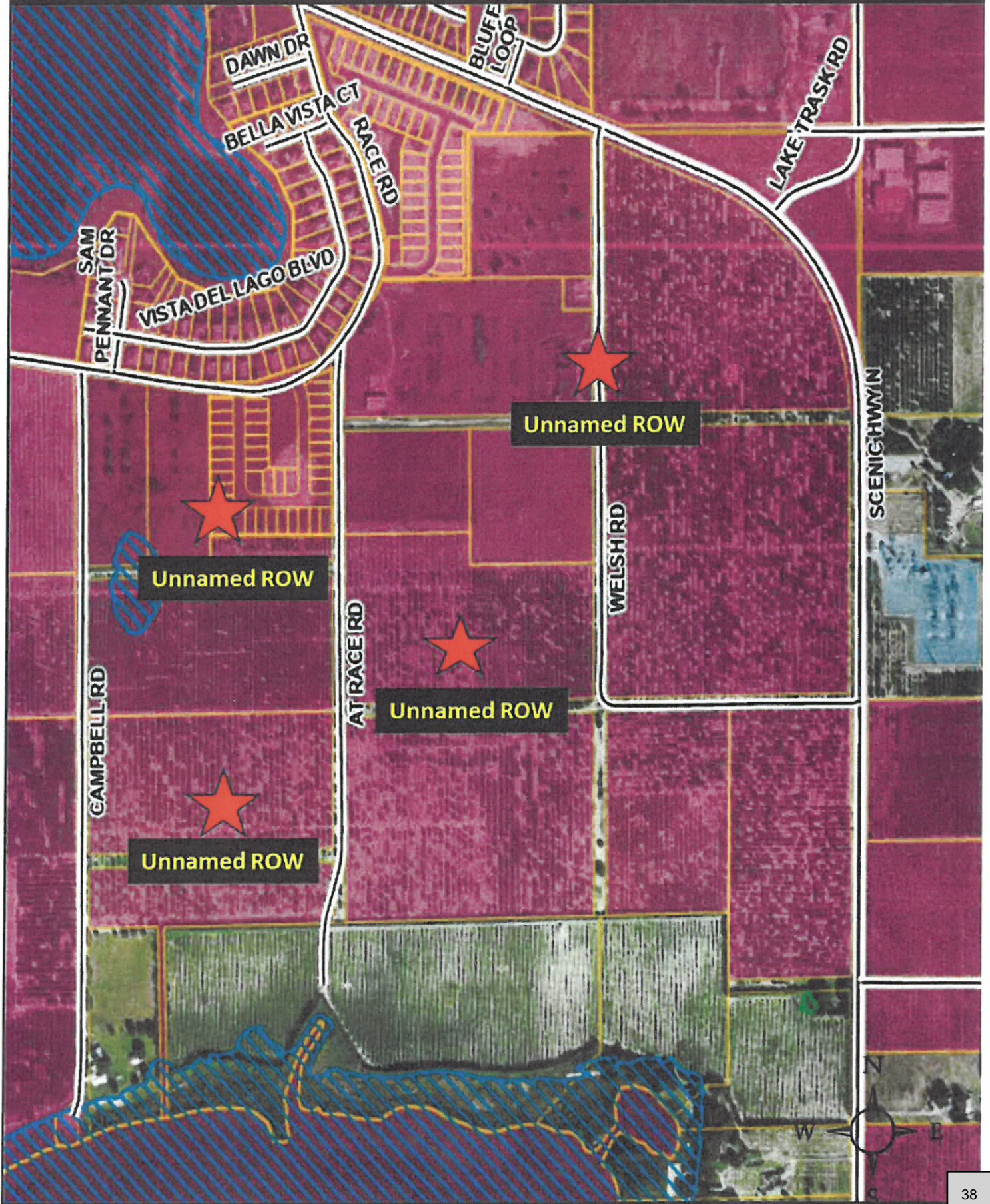


Voluntary Annexation Application Checklist

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

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

UNNAMED ROW VOLUNTARY ANNEXATIONS AERIAL MAP



THE TOWN OF DUNDEE UNNAMED ROW VOLUNTARY ANNEXATIONS LOCATION MAP



EXHIBIT A

RESOLUTION NO. 22-17

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF THAT CERTAIN REAL PROPERTY FROM POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE COUNTY DEEDS EXECUTED AND DELIVERED BY POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE AND RECORDED ON FEBRUARY 17, 2022, IN OFFICIAL RECORDS BOOK 12123, PAGE 657; OFFICIAL RECORDS BOOK 12123, PAGE 663; OFFICIAL RECORDS BOOK 12123, PAGE 669; AND OFFICIAL RECORDS BOOK 12123, PAGE 675, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 15, 2022, the Town of Dundee, Florida and Polk County, Florida entered into certain Agreement(s) for Transfer of Public Roads (hereinafter collectively referred to as the "Agreements") approved by the Town of Dundee, Florida Town Commission which provided for the transfer of publicly platted unmaintained road that lies within and adjacent to the corporate limits of the Town of Dundee, Florida; and

WHEREAS, on February 17, 2022, Polk County, Florida delivered the Agreements and certain County Deed(s) for the real property more particularly described therein and attached hereto as Composite Exhibit "A" and incorporated herein by reference to the Town of Dundee, Florida; and

WHEREAS, said County Deed(s) were recorded on February 17, 2022, in Official Records Book 12123, Page 657; Official Records Book 12123, Page 663; Official Records Book 12123, Page 669; and Official Records Book 12123, Page 675 of the public records of Polk County, Florida.

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

- 1. The Town Commission of the Town of Dundee, Florida hereby affirmatively accepts from Polk County, Florida the conveyance of said real property described in the County Deed(s) delivered and recorded on February 17, 2022, in Official Records Book 12123, Page 657; Official Records Book**

12123, Page 663; Official Records Book 12123, Page 669; and Official Records Book 12123, Page 675 of the public records of Polk County, Florida, a copy of which is attached hereto as Composite Exhibit "A" and incorporated herein by reference.

2. This Resolution shall take effect immediately upon passage.

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

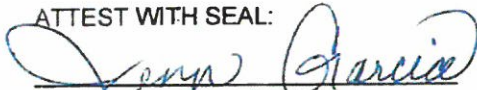
INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 26th day of April, 2022.

TOWN OF DUNDEE



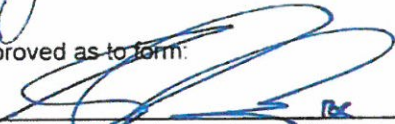
Sam Pennant, Mayor

ATTEST WITH SEAL:



Jenn Garcia, Town Clerk

Approved as to form:



Frederick J. Murphy, Jr., Town Attorney

INSTR # 2022044888
BK 12123 Pgs 658-662 PG(s)5
RECORDED 02/17/2022 03:31:21 PM
STACY H. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$44.00
RECORDED BY shakame

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF DUNDEE, FLORIDA

and

POLK COUNTY, FLORIDA

FOR PORTIONS OF CERTAIN UNOPENED, UNMAINTAINED PLATTED RIGHTS-OF-WAYS MORE PARTICULARLY DESCRIBED HEREIN. LYING WITHIN SECTION 34, TOWNSHIP 28 SOUTH, RANGE 27 EAST, IN DUNDEE, FLORIDA. (HEREINAFTER COLLECTIVELY KNOWN AS THE ROADS)

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

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

WITNESSETH

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

WHEREAS, the ROADS are platted, adjacent to and within the corporate limits of the TOWN; and

WHEREAS, TOWN has requested, and POLK has agreed to the transfer of ROADS lying within Section 34, Township 28 South, Range 27 East, in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

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

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

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

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of ROADS subject to agreement

THE ROADS as depicted on the map attached hereto and made a part hereof as

Attachment "A", and more particularly described as:

That unopened unmaintained platted right-of-way, lying south of Lots 5, 6, 7, 8, 13, 14, 21, 22, 29, 30; north of Lots 9, 10, 11, 12, 19, 20, 27, 28, 35, 36; east of Lot 27 and west of Lot 26, as depicted on Florida Highlands Company's Subdivision as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor. All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

SECTION 3: Transfer and acceptance of roads

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

SECTION 4: Liability for torts

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

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the Town's or County's sovereign immunity or an increase in the limits of liability contained in

Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of ROADS

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

SECTION 6: Amendments

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

SECTION 7: Severability

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

SECTION 8: Term

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

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

ATTEST:

TOWN OF DUNDEE

By: Jenn Garcia
Jenn Garcia, Town Clerk

By: Sam Pennant
Sam Pennant, Mayor

This 25 day of January 2022

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

ATTEST:
Stacy M. Butterfield, Clerk

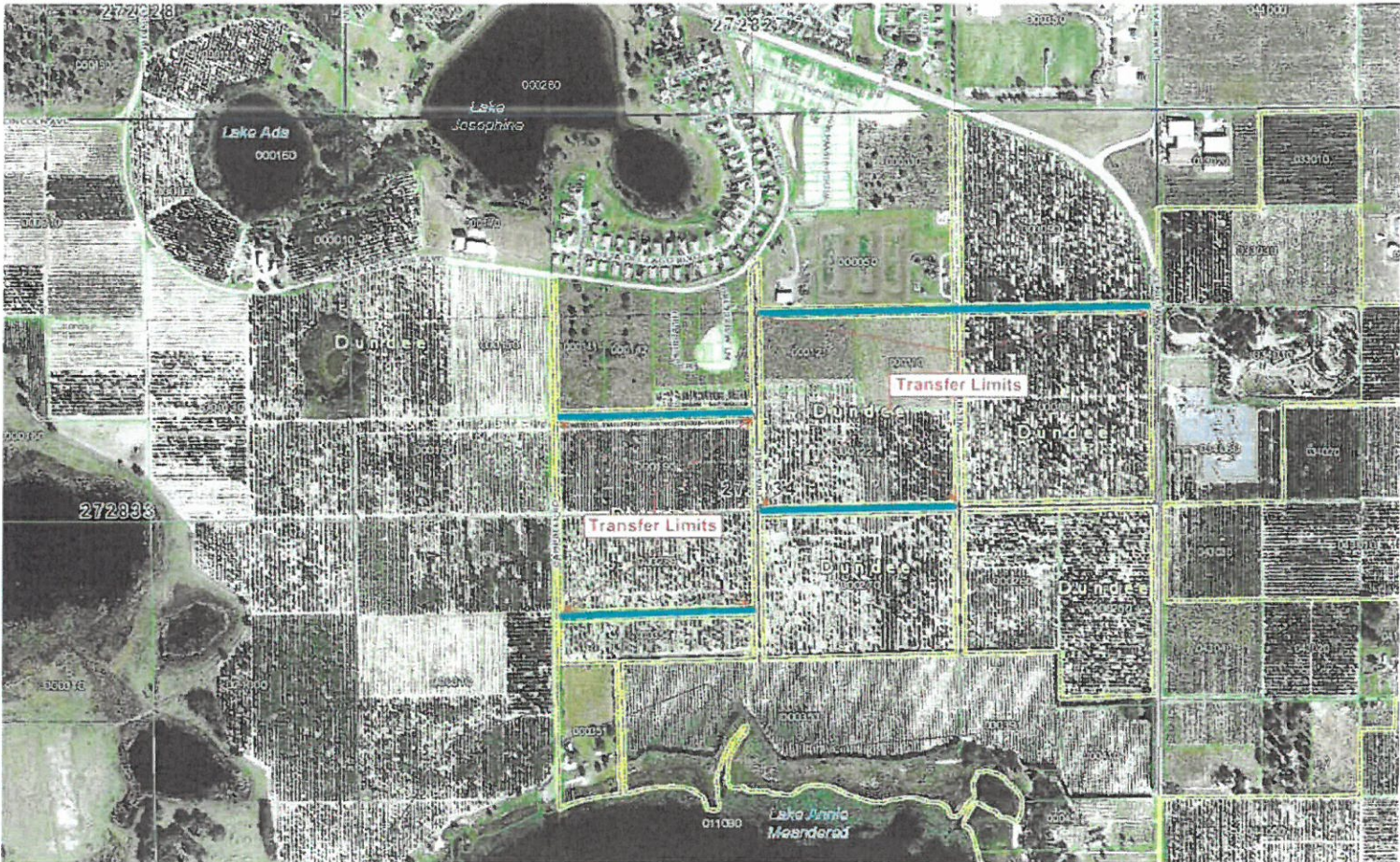
POLK COUNTY
Board of County Commissioners
Dr. Martha Santiago
Dr. Martha Santiago, Chair

By: Alison Hellard
Deputy Clerk

This 15th day of February, 2022
P.54

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





ATTACHMENT "A"

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



INSTR # 2022044889
BK 12123 Pg 663 PG(s)1
RECORDED 02/17/2022 03:31:21 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC \$0.70
RECORDING FEES \$10.00
RECORDED BY shakcomp

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

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

COUNTY DEED

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

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

That unopened unmaintained platted right-of-way, lying south of Lots 5, 6, 7, 8, 13, 14, 21, 22, 29, 30; north of Lots 9, 10, 11, 12, 19, 20, 27, 28, 35, 36; east of Lot 27 and west of Lot 26, as depicted on Florida Highlands Company's Subdivision as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor. All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

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

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

ATTEST:

GRANTOR:

**Stacy M. Butterfield
Clerk to the Board**

Polk County, Florida

By: Alison Hellard
Deputy Clerk

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

P.54

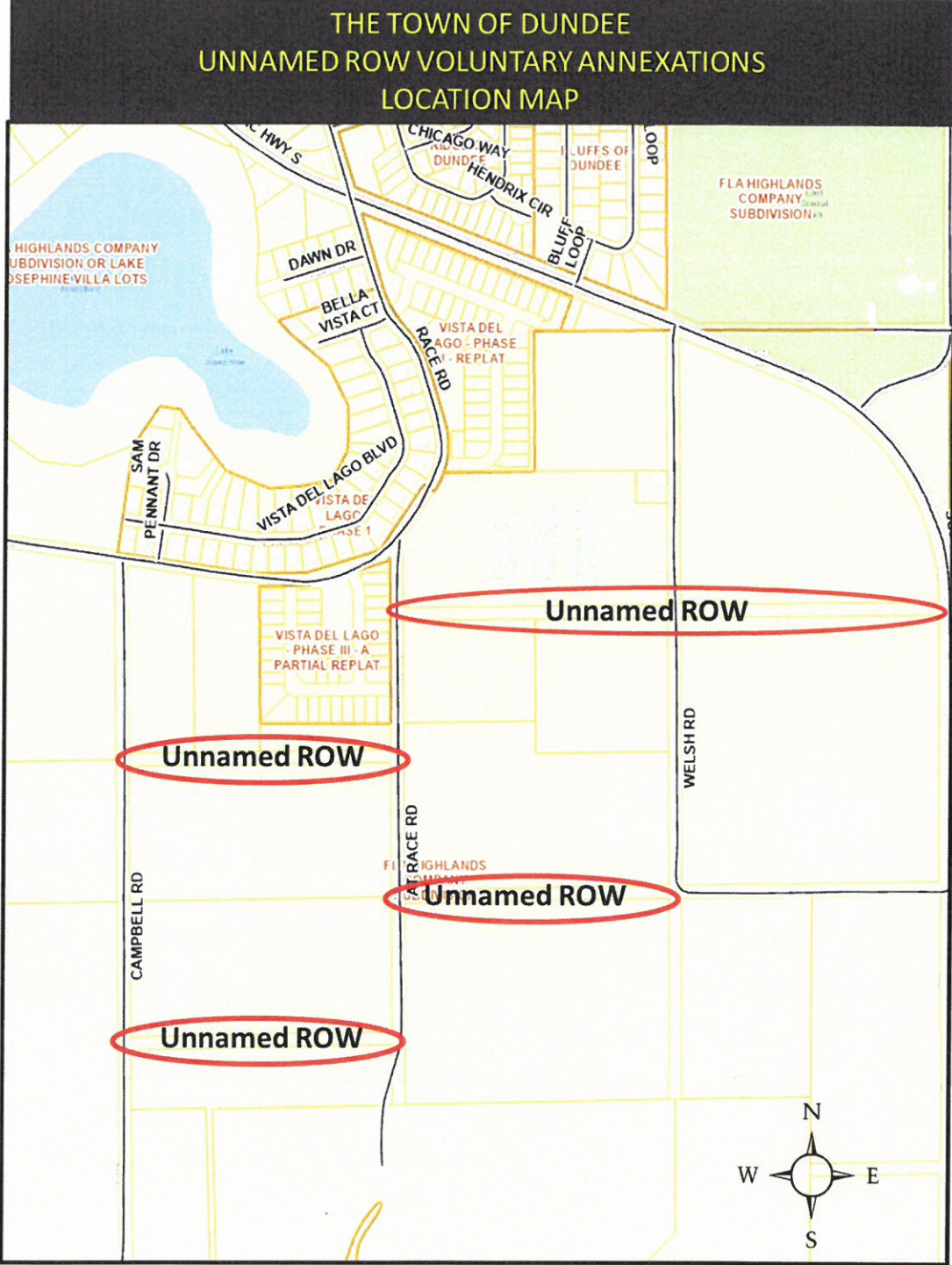
(Seal)



COMPOSITE EXHIBIT "B"
Ordinance No. 23-11
Legal Description

That unopened unmaintained platted right-of-way, lying south of Lots 5, 6, 7, 8, 13, 14, 21, 22, 29, 30; north of Lots 9, 10, 11, 12, 19, 20, 27, 28, 35, 36; east of Lot 27 and west of Lot 26, as depicted on Florida Highlands Company's Subdivision as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor. All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

COMPOSITE EXHIBIT "B"
Ordinance No. 23-11
Location Map





TOWN COMMISSION MEETING

November 14, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** ORDINANCE 23-12, STEWARD ROAD RIGHT OF WAY VOLUNTARY ANNEXATION
- SUBJECT:** The Town Commission will hear the 1st reading (transmittal hearing) of Ordinance 23-12
- STAFF ANALYSIS:** This is a petition by the Town of Dundee for the voluntary annexation for Steward Road right-of-way. The general location of the proposed right-of-way to be annexed: all of Steward Road from Lake Mabel Loop Road South to Almburg Road in Polk County, Florida.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Staff Report
Ordinance 23-12



TOWN OF DUNDEE

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson, Development Director

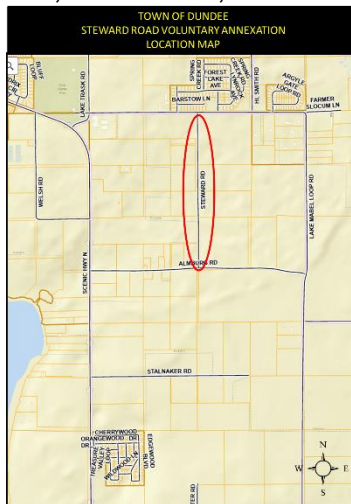
AGENDA DATE: November 14, 2023

REQUESTED ACTION: Ordinance 23-12
 The Town Commission will consider the first reading of Ordinance 23-12, Steward Road Right-of-Way Voluntary Annexation.

STAFF ANALYSIS:

The Town of Dundee has placed a petition for the voluntary annexation for all of Steward Road right-of-way.

The general location of the proposed right-of-way to be annexed, all of Steward Road from Lake Mabel Loop Road south to Almburg Road in Dundee, Florida more particularly described herein as all lying and being in the north ¾ of Section 35, Township 28 south, Range 27 east, in Dundee, Florida.



The proposed Ordinance 23-12 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 12, 2023.

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

<p>Northwest Town of Dundee RSF-1 Low Density Single Family Residential</p>	<p>North Polk County RSF-2 Moderate Density Single Family Residential</p>	<p>Northeast Polk County PUD-R Planned Unit Development Residential</p>
<p>West Town of Dundee PUD-R Planned Unit Development-Residential</p>	<p>Subject Right-of-Way Steward Road</p>	<p>East Polk County PUD-R Planned Unit Development-Residential</p>
<p>Southwest Town of Dundee PUD-R Planned Unit Development-Residential</p>	<p>South Town of Dundee PUD-R and RSF-2 Moderate Density Single Family Residential</p>	<p>Southeast Polk County RSF-2 Moderate Density Single Family Residential</p>

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

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 23-12

Attachments:

Ordinance 23-12

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SPACE FOR RECORDING

ORDINANCE NO.: 23-12

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: ALL OF STEWARD ROAD FROM LAKE MABLE LOOP ROAD SOUTH TO ALMBURG ROAD IN POLK COUNTY, FLORIDA).

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

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

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

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

1. A petition has been filed to integrate territory into the Town of Dundee,

Florida, as attached herein as Exhibit “A”.

2. Pursuant to Section 171.044 of the Florida Statutes, the Town Commission of the Town of Dundee does hereby annex into the corporate limits of the Town of Dundee, Florida, the following described property:

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

3. All ordinances in conflict herewith are hereby repealed.

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

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

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

INTRODUCED on first reading this 14th day of November 2023.

PASSED on second reading this 12th day of December 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

INTERIM TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT "A" To Ordinance 23-12 Annexation Petition



Town of Dundee

Voluntary Annexation Application

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

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

SITE INFORMATION

Project Name: Steward Road

Parcel I.D.#: _____

Site Address or General Location: _____

Present Use of the Property: Public Road

Existing Structures Located on the Site: None

Total Acreage: _____ Number of Residents on Site: _____

Legal Description of the Property: All of Steward Rd from Lk Mabel Loop Rd S. to Almburg Rd, including any right of ways for Steward Road that lies within the above-described corridor, all lying and being in the North 3/4 of Section 35, Township 26 S., Range 27 E., Polk County, Florida.

PROPERTY OWNER:

Name: Town of Dundee

Mailing Address: 202 E. Main Street

City: Dundee State: FL Zip: 33838

Home/Mobile Phone: (863)438-8330 Email Address: _____

APPLICANT/AGENT:

Name: Town of Dundee

Mailing Address: SAME AS ABOVE

City: _____ State: _____ Zip: _____

Home/Mobile Phone: _____ Office: _____

Email Address: _____

Applicant is: Owner Agent/Representative Purchaser Lessee

Date Application Accepted by Town: _____

Project ID Number: _____

Application Fee Amount Paid: _____ Review Deposit Amount Paid: _____



Town of Dundee

Voluntary Annexation Application

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

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), Town of Dundee 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	Signature of Owner
	_____
Printed Name/Title of Owner	Printed Name/Title of Owner
_____	_____
Signature of Owner	Signature of Owner
_____	_____
Printed Name of Owner	Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20__, 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

Voluntary Annexation Application

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

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

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

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

AGENT, LESSEE, OR BUYER(S)

<u>J. S.</u> Signature of Agent, Lessee, or Buyer(s)	_____ Signature of Agent, Lessee, or Buyer(s)
_____ Printed Name of Agent, Lessee, or Buyer(s)	_____ Printed Name of Agent, Lessee, or Buyer(s)
_____ Signature of Agent, Lessee, or Buyer(s)	_____ Signature of Agent, Lessee, or Buyer(s)
_____ Printed Name of Agent, Lessee, or Buyer(s)	_____ Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA
COUNTY OF POLK

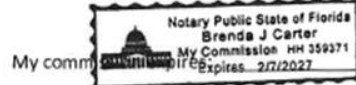
AGENT, LESSEE, OR BUYER(S) NOTARIZATION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Brenda J Carter

Printed Name



Voluntary Annexation Application

Page 3 of 4



Town of Dundee

Voluntary Annexation Application

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

FINANCIAL RESPONSIBILITY FORM

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

Name: Town of Dundee Title: Owner /Agent

Company: _____

Company Address: 202 E. Main Street

City/State/Zip Code: Dundee, FL 33838

Telephone Number: (863)438-8330

Email Address: _____

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

1. Signed this 28 day of September, 2023

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

STATE OF FLORIDA
COUNTY OF POLK

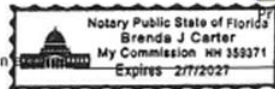
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Brenda J Carter

Printed Name

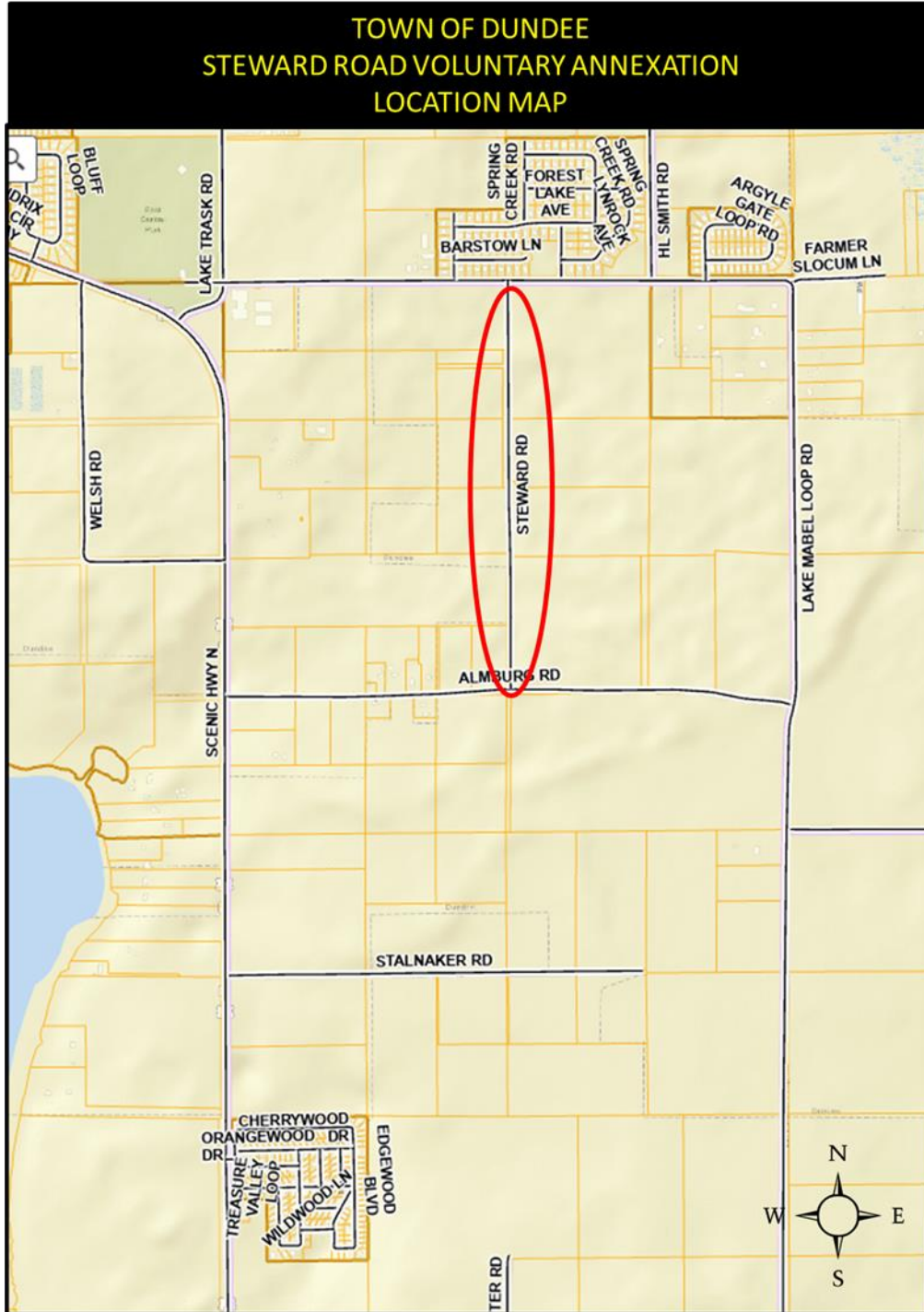
My commission



COMPOSITE EXHIBIT "B"
to Ordinance No. 23-12
Legal Description

All of Steward Road from Lake Mabel Loop Road south to Almburg Road, including any rights-of-ways for Steward Road that lies within the above-described corridor, all lying and being in the North 3/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida.

COMPOSITE EXHIBIT "B"
to Ordinance No. 23-12
Location Map



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SPACE FOR RECORDING

ORDINANCE NO.: 23-12

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; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: ALL OF STEWARD ROAD FROM LAKE MABLE LOOP ROAD SOUTH TO ALMBURG ROAD, DUNDEE, FLORIDA).

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

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

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

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

1. **RECITALS**. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for the passage of this Ordinance.

2. **ANNEXATION PETITION**. A petition has been filed to integrate territory into the Town of Dundee, Florida, as attached hereto as **Composite Exhibit “A”** and made a part hereof by reference.

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

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 unless such repeal is explicitly set forth herein.

5. **SEVERABILITY**. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

6. **ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS AND CODIFICATION**. It is the intention of the Town Commission that the provisions of this Ordinance shall be codified; and 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; sections of this Ordinance may be renumbered or re lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his or her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

7. **EFFECTIVE DATE.** This ordinance shall take effect immediately after second reading.

INTRODUCED AND PASSED on first reading at a regular meeting of the Town Commission of the Town of Dundee held this 14th day of November, 2023.

PASSED AND ADOPTED on second reading/public hearing at the meeting of the Town Commission of the Town of Dundee assembled on the 12th day of December, 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

COMPOSITE EXHIBIT "A"
Ordinance 23-12
Annexation Petition



Town of Dundee

Voluntary Annexation Application

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

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

SITE INFORMATION

Project Name: Steward Road

Parcel I.D.#: _____

Site Address or General Location: _____

Present Use of the Property: Public Road

Existing Structures Located on the Site: None

Total Acreage: _____ Number of Residents on Site: _____

Legal Description of the Property: All of Steward Rd from Lk Mabel Loop Rd S. to Almburg Rd, including any right of ways for Steward Road that lies within the above-described corridor, all lying and being in the North 3/4 of Section 35, Township 28 S., Range 27 E., Polk County, Florida.

PROPERTY OWNER:

Name: Town of Dundee

Mailing Address: 202 E. Main Street

City: Dundee State: FL Zip: 33838

Home/Mobile Phone: (863)438-8330 Email Address: _____

APPLICANT/AGENT:

Name: Town of Dundee

Mailing Address: SAME AS ABOVE.

City: _____ State: _____ Zip: _____

Home/Mobile Phone: _____ Office: _____

Email Address: _____

Applicant is: Owner Agent/Representative Purchaser Lessee

Date Application Accepted by Town: _____

Project ID Number: _____

Application Fee Amount Paid: _____ Review Deposit Amount Paid: _____



Town of Dundee

Voluntary Annexation Application

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

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), Town of Dundee 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

J. J.
Signature of Owner

Signature of Owner

Tandra Davis, Town Manager
Printed Name/Title of Owner

Printed Name/Title of Owner

Signature of Owner

Signature of Owner

Printed Name of Owner

Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20__, 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

Voluntary Annexation Application

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

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), Town of Dundee 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)

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

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

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

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

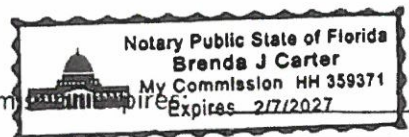
STATE OF FLORIDA
COUNTY OF POLK

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Brenda J Carter
Printed Name



My comm. expires _____



Town of Dundee Request for Extension of Processing Time

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

Request for Extension of Processing Time

Contact Information:

Review Project Name: _____

Application Request: _____

Property Description: _____

Name of Applicant/Property Owner/Agent: _____

Mailing Address: _____

Phone: _____ Email: _____

Florida Statutes Review Requirements

Pursuant to Section 166.033 of the Florida Statutes, the Town of Dundee (the "Town") must process applications for "development orders" and "development permits" (as defined by Section 166.033(4), Florida Statutes (2022)) pursuant to the statutory time frames set forth by applicable Florida law.

Specifically, upon the Town's receipt of an application for a "development order" and/or "development permit," the Town of Dundee Development Services Department (the "Department") must review and issue a written response to the applicant indicating the application is complete or specify with particularity any areas of deficiency. The time frame(s) set forth by Section 166.033 of the Florida Statutes shall be applicable to each application for a "development order" and/or "development permit."

To request an extension of processing time and waiver of the limitation on requests for additional information, please fill out and sign this form and return it to the Department. Applicants may request an extension of processing time at the time of (filing an initial application or at any time an application is pending before final action. Please be advised that the Applicant may incur additional costs and fees which include, but shall not be limited to, notice and advertising costs.

As the Applicant/Agent for Applicant for a "development order" or "development permit" from the Town of Dundee, I hereby request (check all that apply):

- A complete waiver of all statutory processing time limits
- An extension of _____ days for the Town to issue final action approving, approving with conditions or denying an application for development permit or development order (up to 180 additional days)
- A waiver of the limitation on requests for additional information per F.S. 166.033(2022).
- Decline the waiver and agree to comply with the time frames set forth in F.S. 166.033(2022).



Town of Dundee

Voluntary Annexation Application

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

FINANCIAL RESPONSIBILITY FORM

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

Name: Town of Dundee Title: Owner /Agent

Company: _____

Company Address: 202 E. Main Street

City/State/Zip Code: Dundee, FL 33838

Telephone Number: (863)438-8330

Email Address: _____

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

1. Signed this 28 day of September, 2023

[Signature]

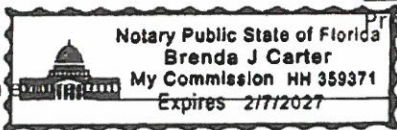
Signature of Property Owner, Lessee, Contract Purchase, or Applicant (circle one)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public, State of Florida

Brenda J Carter
Printed Name

My commission  _____



Town of Dundee Request for Extension of Processing Time

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

[Handwritten Signature]

Signature of Applicant/Agent for Applicant

9-28-2023

Date

STATE OF FLORIDA

COUNTY OF POLK

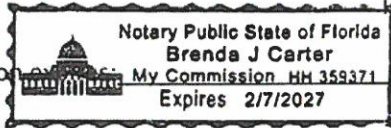
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

[Handwritten Signature]

Notary Public, State of Florida

[Handwritten Name]

Printed Name

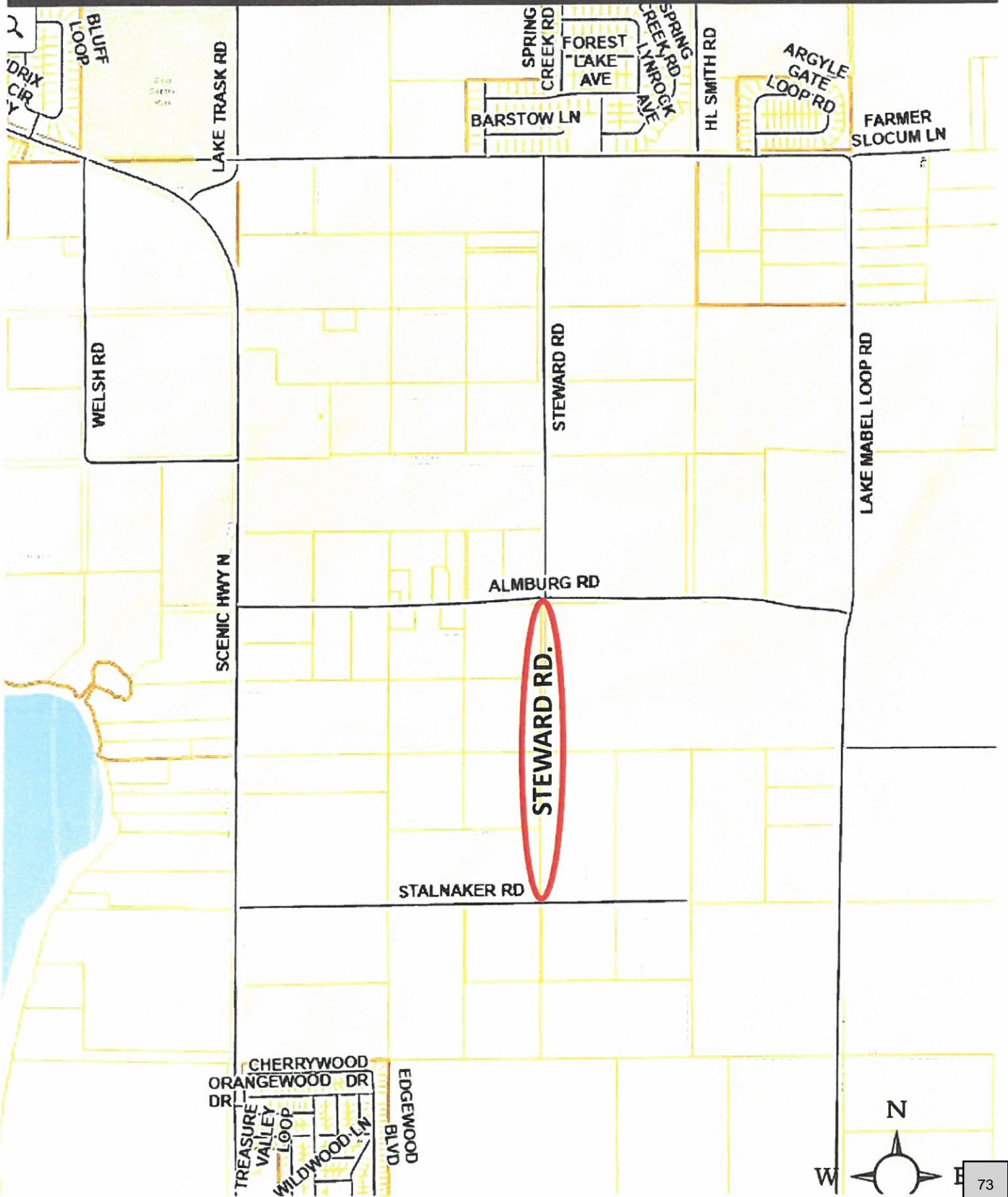


My commission

Date Accepted by Town: _____

Project ID Number: _____

TOWN OF DUNDEE STEWARD ROAD VOLUNTARY ANNEXATION LOCATION MAP



STEWARD ROAD VOLUNTARY ANNEXATION
AERIAL MAP



Area of Steward Rd to be Annexed

EXHIBIT A

Steward Rd, R

Item 3.



INSTR # 2023217937
BK 12838 Pgs 2232-2240 PG(s)9
RECORDED 09/15/2023 01:47:55 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$78.00
RECORDED BY shakcamp

RESOLUTION NO. 23-16

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF THAT CERTAIN REAL PROPERTY FROM POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE COUNTY DEED EXECUTED AND DELIVERED BY POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE AND RECORDED ON August 8, 2023, IN THE OFFICIAL RECORDS BOOK 12808, PAGE 1372-1376 PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 25, 2023, Polk County, a political subdivision of the State of Florida, delivered the *Agreement For The Transfer of Public Roads Between The Town of Dundee, Florida and Polk County, Florida and County Deed* (collectively referred to as the "Agreement") for the conveyance of real property more particularly described therein and attached hereto as **Composite Exhibit "A"** and incorporated herein by reference; and

WHEREAS, on July 25, 2023, the Town Commission of the Town of Dundee, at a duly noticed public meeting, approved the Agreement which provided for the transfer and conveyance of public rights-of-way located within and/or adjacent to the corporate limits of the Town of Dundee, Florida; and

WHEREAS, on August 8, 2023, Polk County Board of County Commissioners, at a duly noticed public meeting, approved the Agreement which included, but was not limited to, the County Deed (the "Deed") which provided for the transfer and conveyance of public rights-of-way more particularly described therein and located within and/or adjacent to the corporate limits of the Town of Dundee, Florida; and

WHEREAS, the Transfer Deed was recorded on August 10, 2023, in Official Records Book 12808, Page 1372-1376, of the public records of Polk County, Florida.

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

1. The Town Commission of the Town of Dundee, Florida hereby affirmatively accepts from Polk County, Florida the conveyance of said real property described in the County Deed delivered and recorded on August 10


CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

___, 2023, in Official Records Book 12808, Page 1372-1376 of the public records of Polk County, Florida, a copy of which is attached hereto as Composite Exhibit "A" and incorporated herein by reference.

- 2. Upon receipt of an executed County Deed, the Town Clerk is authorized and directed to record this Resolution and County Deed in the public records of Polk County, Florida.
- 3. This Resolution shall take effect immediately upon passage.

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

TOWN OF DUNDEE



Sam Pennant, Mayor

ATTEST WITH SEAL:



Trevor Douthat, Town Clerk

Approved as to form:



Frederick J. Murphy, Jr., Town Attorney

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX



INSTR # 2023196231
BK 12808 Pgs 1372-1376 PG(s)5
RECORDED 08/21/2023 03:37:51 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$44.00
RECORDED BY wilitorr

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF DUNDEE, FLORIDA

and

POLK COUNTY, FLORIDA

ALL OF STEWARD ROAD FROM LAKE MABEL LOOP ROAD SOUTH TO ALMBURG ROAD IN DUNDEE, FLORIDA.

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

WITNESSETH

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

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

WHEREAS, TOWN has requested, and POLK has agreed to the transfer of all of Steward Road from Lake Mabel Loop Road south to Almburg Road, (ROAD) in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

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

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

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

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

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

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

All of Steward Road from Lake Mabel Loop Road south to Almburg Road, including any rights-of-ways for Steward Road that lies within the above-described corridor, all lying and being in the North 3/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

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

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to TOWN, liability for torts shall be in the TOWN, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

immunity defense and for defenses available under applicable Florida law.

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

SECTION 5: Costs of transfer of public roads

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

SECTION 6: Amendments

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

SECTION 7: Severability

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

SECTION 8: Term


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

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Polk County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the 8th day of August, 2023, and by Town of Dundee, through its Town Commissioners, signing by and through its Mayor, authorized to execute the same by TOWN Commission action on the 25th day of July, 2023.

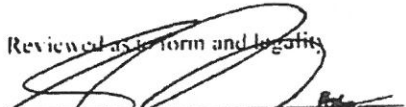
ATTEST:

TOWN OF DUNDEE

By: 
Trevor Douthett, Town Clerk

By: 
Sam Pennant, Mayor

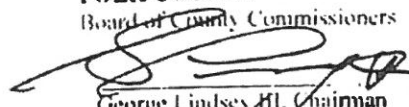
This 2th day of July, 2023

Reviewed as to form and legality

Frederick J. Murphy, Jr., Town Attorney

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

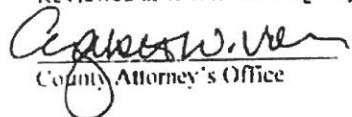
By: 
Alison Holland
Deputy Clerk


George Lindsey III, Chairman

This 8th day of August, 2023



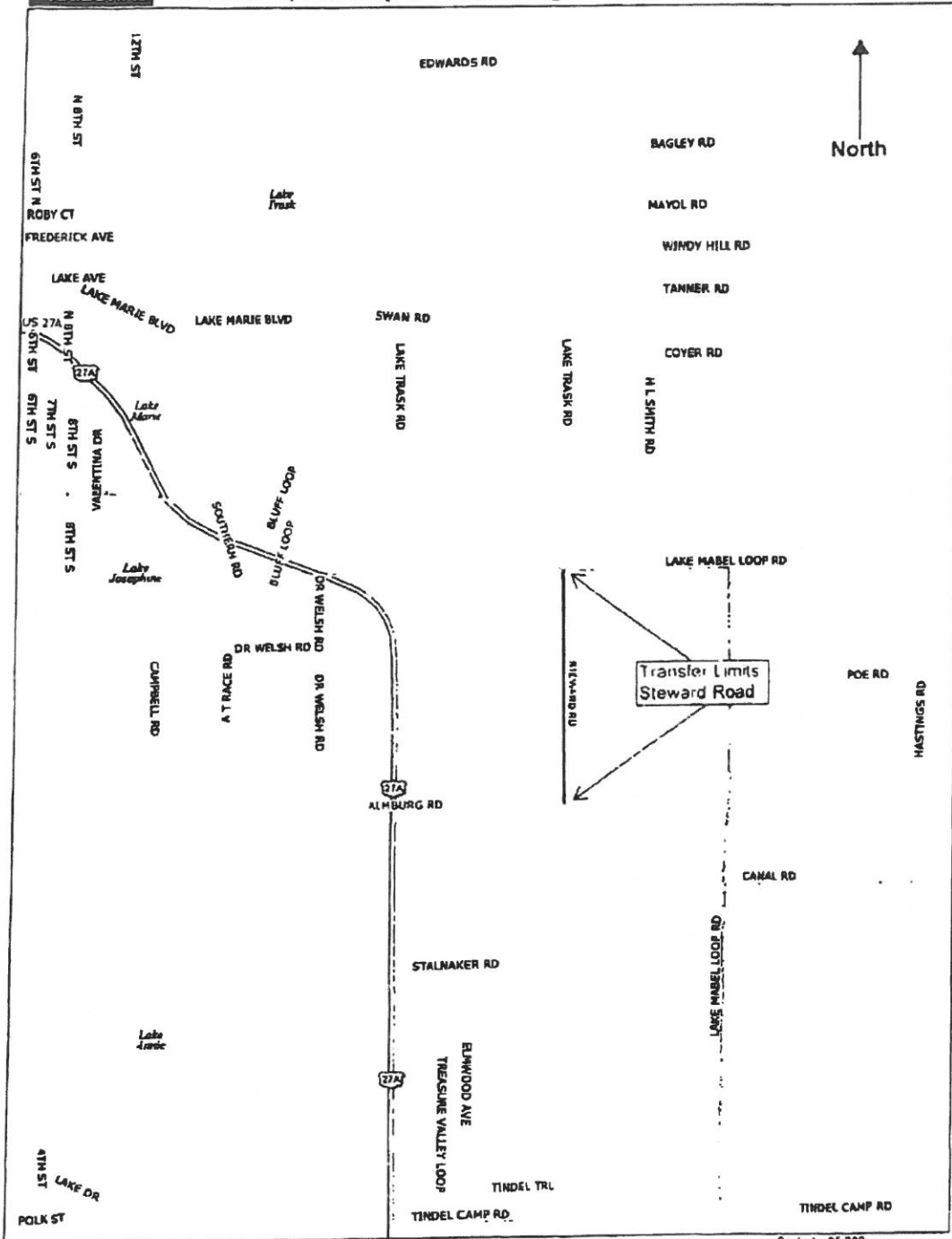
R.41

Reviewed as to form and legality

County Attorney's Office

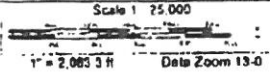
CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

ATTACHMENT "A"

Section 35, Township 28 South, Range 27 East DeLorme Street Atlas USA® 2010



Data use subject to license
 © DeLorme DeLorme Street Atlas USA® 2010
 www.delorme.com



CERTIFICATION ON LAST PAGE
 STACY M. BUTTERFIELD
 CLERK OF THE CIRCUIT COURT

**CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT**

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX



INSTR # 2023196232
BK 12808 Pg 1377 PG(s)1
RECORDED 08/21/2023 03:37:51 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC \$0.70
RECORDING FEES \$10.00
RECORDED BY militar

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

COUNTY DEED

THIS DEED, made this 8th day of August, 2023 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF DUNDEE**, a Florida Municipal Corporation, whose address is, 202 East Main Street, Dundee, Florida 33838, Grantee

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

All of Steward Road from Lake Mabel Loop Road south to Almburg Road, including any rights-of-ways for Steward Road that lies within the above-described corridor, all lying and being in the North 3/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida.

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

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

ATTEST:

GRANTOR:

Stacy M. Butterfield
Clerk to the Board

Polk County, Florida

By:

Alison Holland
Deputy Clerk

By:

George Lindsey III
George Lindsey III, Chairman
Board of County Commissioners

(Seal)

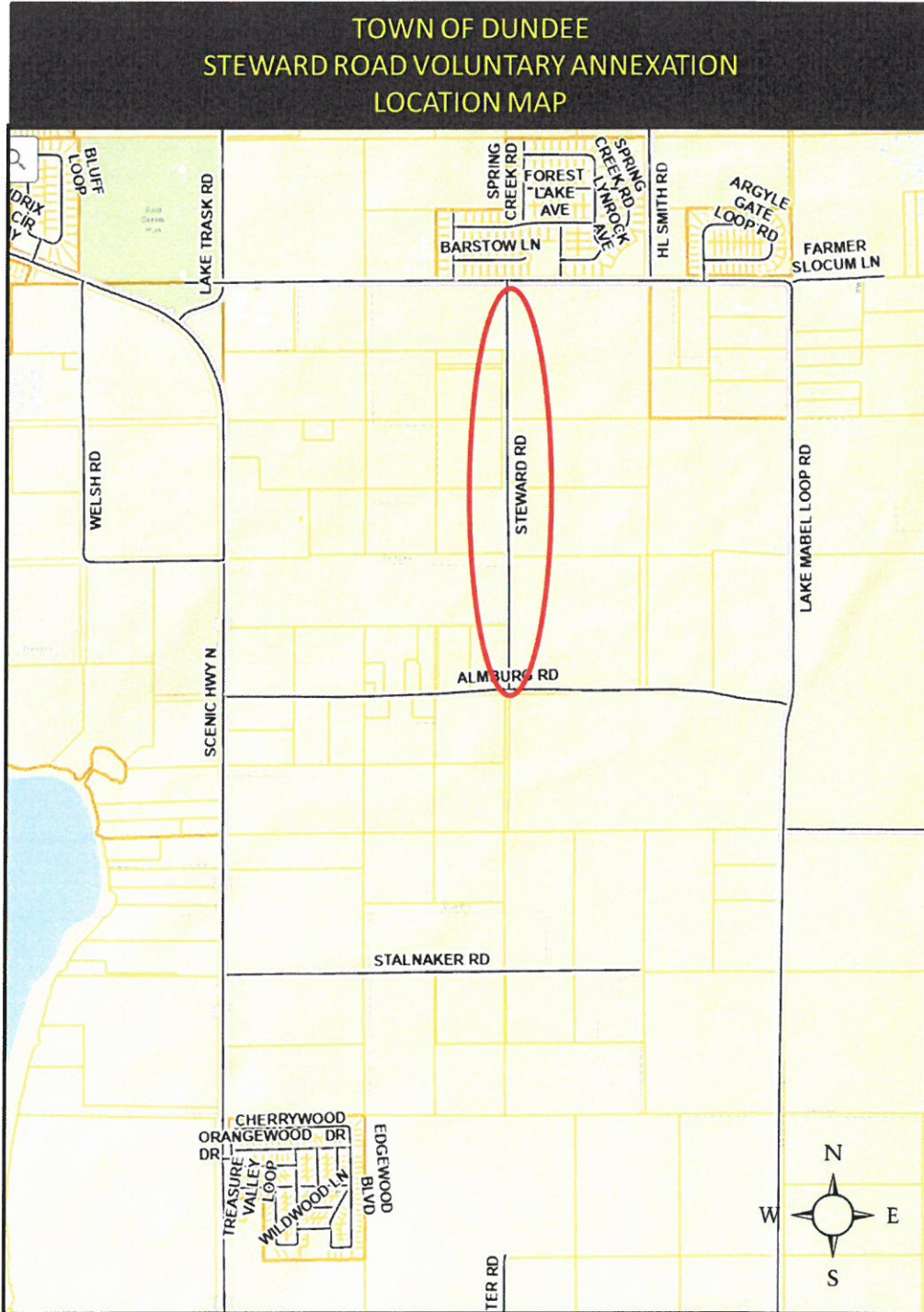


I hereby certify that the foregoing is a true copy of the record in my office this day, Sep 15, 2023. Redacted ___ Unredacted/law ___
Stacy M. Butterfield, Clerk of Court Polk County, Florida
By: *Stacy M. Butterfield* Deputy Clerk

COMPOSITE EXHIBIT "B"
Ordinance No. 23-12
Legal Description

All of Steward Road from Lake Mabel Loop Road south to Almburg Road, including any rights-of-ways for Steward Road that lies within the above-described corridor, all lying and being in the North 3/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida.

COMPOSITE EXHIBIT "B"
Ordinance No. 23-12
Location Map





TOWN COMMISSION MEETING

November 14, 2023 at 6:30 PM

Item 4.

AGENDA ITEM TITLE:	ORDINANCE 23-13, CAMPBELL ROAD RIGHT-OF WAY VOLUNTARY ANNEXATION
SUBJECT:	The Town Commission will hear the 1st reading (transmittal hearing) of Ordinance 23-13
STAFF ANALYSIS:	This is a petition by the Town of Dundee for the voluntary annexation for Campbell Road right-of-way. The general location: For Campbell Road from the North boundary of the county boat ramp property north to camp endeavor boulevard in Polk County, Florida.
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval of Ordinance 23-13
ATTACHMENTS:	Staff Report Ordinance 23-13



TOWN OF DUNDEE

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson, Development Director

AGENDA DATE: November 14, 2023

REQUESTED ACTION: Ordinance 23-13
 The Town Commission will consider the first reading of Ordinance 23-13, Campbell Road Right-of-Way Voluntary Annexation.

STAFF ANALYSIS:

The Town of Dundee has placed a petition for the voluntary annexation for Campbell Road right-of-way.

The general location of the proposed right-of-way to be annexed is Campbell Road from the north boundary of the county boat ramp property north to Camp Endeavor Boulevard in Dundee, Florida. More particularly described herein as all lying and being in Section 34, Township 28 South, Range 27 East, in Dundee, Florida.



The proposed Ordinance 23-13 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 12, 2023.

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

<p>Northwest Town of Dundee PI-Public Institutional- RSF-1 Low Density Single Family Residential</p>	<p>North Polk County PI-Public Institutional- RSF-1 Low Density Single Family Residential</p>	<p>Northeast Polk County PUD-Planned Unit Development Residential & RSF-1 – Low Density Single Family Residential</p>
<p>West Town of Dundee AL – Limited Agriculture</p>	<p>Subject Right-of-Way Campbell Road</p>	<p>East Polk County RSF-1 Low Density RSF-2 Moderate Density Single Family Residential</p>
<p>Southwest Town of Dundee AL – Limited Agriculture</p>	<p>South Town of Dundee Lake Annie</p>	<p>Southeast Polk County Polk County Citrus Groves and Lake Annie</p>

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

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 23-13

Attachments:

Ordinance 23-13

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SPACE FOR RECORDING

ORDINANCE NO.: 23-13

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: FOR CAMPBELL ROAD FROM THE NORTH BOUNDARY OF THE COUNTY BOAT RAMP PROPERTY NORTH TO CAMP ENDEAVOR BOULEVARD IN POLK COUNTY, FLORIDA).

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

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

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

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

1. A petition has been filed to integrate territory into the Town of Dundee,

Florida, as attached herein as Exhibit "A".

2. Pursuant to Section 171.044 of the Florida Statutes, the Town Commission of the Town of Dundee does hereby annex into the corporate limits of the Town of Dundee, Florida, the following described property:

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

3. All ordinances in conflict herewith are hereby repealed.

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

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

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

INTRODUCED on first reading this 14th day of November 2023.

PASSED on second reading this 12th day of December 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

INTERIM TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT "A" To Ordinance 23-13 Annexation Petition



Town of Dundee

Voluntary Annexation Application

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

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

SITE INFORMATION

Project Name: Campbell Road
Parcel I.D.#: _____
Site Address or General Location: _____
Present Use of the Property: Public Road
Existing Structures Located on the Site: _____
Total Acreage: _____ Number of Residents on Site: _____
Legal Description of the Property: _____

PROPERTY OWNER:

Name: Town of Dundee
Mailing Address: 202 E. Main Street
City: Dundee State: FL Zip: 33838
Home/Mobile Phone: (863) 438-8330 Email Address: _____

APPLICANT/AGENT:

Name: Town of Dundee
Mailing Address: Same as above
City: _____ State: _____ Zip: _____
Home/Mobile Phone: _____ Office: _____
Email Address: _____
Applicant is: Owner Agent/Representative Purchaser Lessee

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



Town of Dundee

Voluntary Annexation Application

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

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), Town of Dundee 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]
Signature of Owner

Signature of Owner

Tandra Davis, Town Manager
Printed Name/Title of Owner

Printed Name/Title of Owner

Signature of Owner

Signature of Owner

Printed Name of Owner

Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

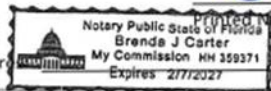
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023 by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

[Signature]

Brendo J Carter

My commission expires _____



Voluntary Annexation Application

Page 2 of 4



Town of Dundee

Voluntary Annexation Application


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

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), Town of Dundee 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)	Signature of Agent, Lessee, or Buyer(s)
<u>Tandra Davis</u>	_____
Printed Name of Agent, Lessee, or Buyer(s)	Printed Name of Agent, Lessee, or Buyer(s)
_____	_____
Signature of Agent, Lessee, or Buyer(s)	Signature of Agent, Lessee, or Buyer(s)
_____	_____
Printed Name of Agent, Lessee, or Buyer(s)	Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA
COUNTY OF POLK

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023 by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida


Name Brenda J Carter

My commission expires



Voluntary Annexation Application

Page 3 of 4



Town of Dundee

Voluntary Annexation Application

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

FINANCIAL RESPONSIBILITY FORM

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

Name: Town of Dundee Title: Owner /Agent

Company: _____

Company Address: 202 E. Main Street

City/State/Zip Code: Dundee, FL 33838

Telephone Number: (863) 438-8330

Email Address: _____

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

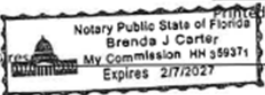
1. Signed this 28 day of Sept., 2023

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

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

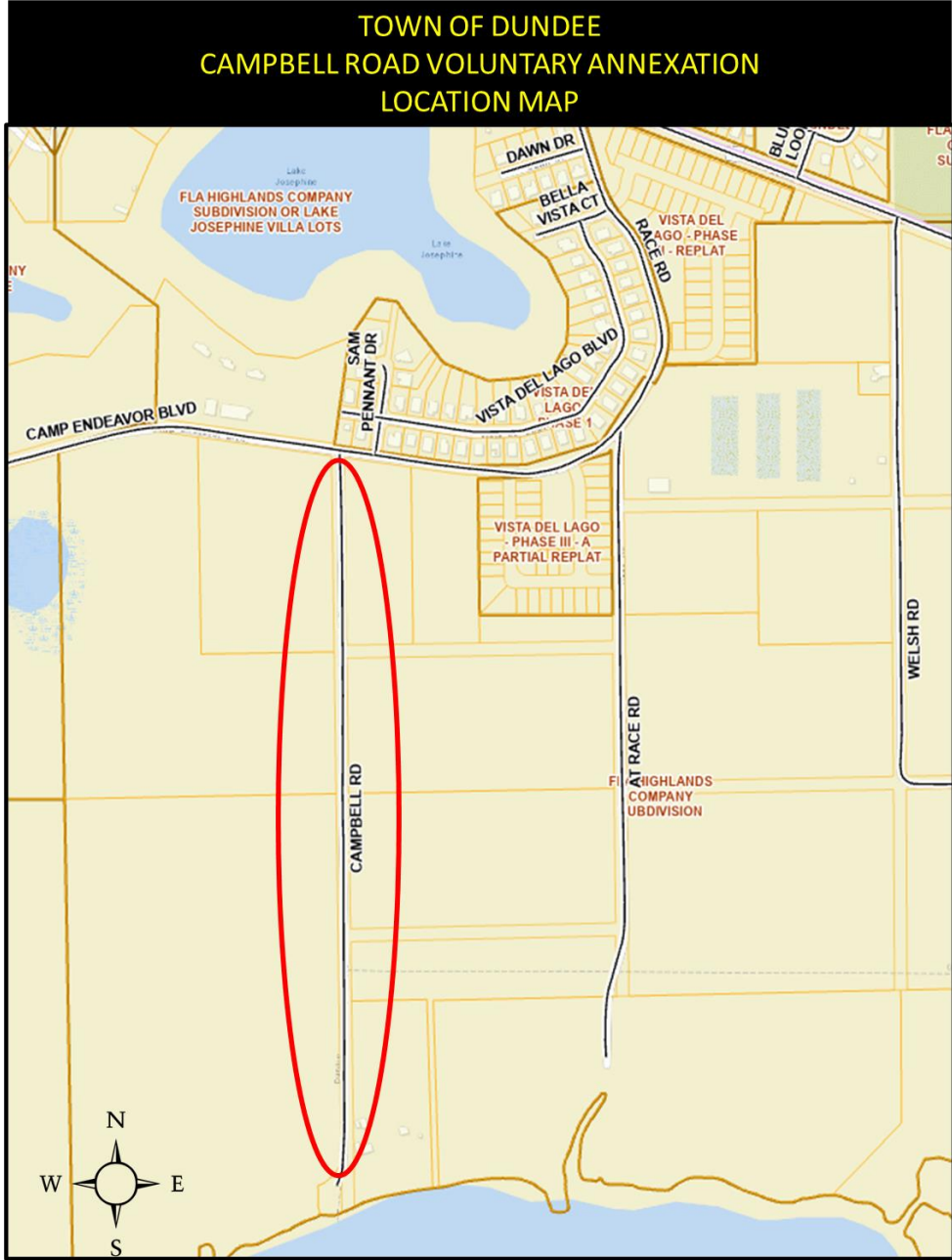
[Signature]
Notary Public, State of Florida
Brenda J Carter

My commission expires _____


COMPOSITE EXHIBIT "B"
to Ordinance No. 23-13
Legal Description

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

COMPOSITE EXHIBIT "B"
to Ordinance No. 23-13
Location Map



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*
*

SPACE FOR RECORDING

ORDINANCE NO.: 23-13

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; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: FOR CAMPBELL ROAD FROM THE NORTH BOUNDARY OF THE COUNTY BOAT RAMP PROPERTY NORTH TO CAMP ENDEAVOR BOULEVARD, DUNDEE, FLORIDA).

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

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

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

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

1. **RECITALS.** The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for the passage of this Ordinance.

2. **ANNEXATION PETITION.** A petition has been filed to integrate territory into the Town of Dundee, Florida, as attached hereto as **Composite Exhibit “A”** and made a part hereof by reference.

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

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 unless such repeal is explicitly set forth herein.

5. **SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

6. **ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS AND CODIFICATION.** It is the intention of the Town Commission that the provisions of this Ordinance shall be codified; and 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; sections of this Ordinance may be renumbered or re lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his or her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

7. **EFFECTIVE DATE.** This ordinance shall take effect immediately after second reading.

INTRODUCED AND PASSED on first reading at a regular meeting of the Town Commission of the Town of Dundee held this 14th day of November, 2023.

PASSED AND ADOPTED on second reading/public hearing at the meeting of the Town Commission of the Town of Dundee assembled on the 12th day of December, 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

COMPOSITE EXHIBIT "A"
Ordinance 23-13
Annexation Petition

EXHIBIT A

Item 4.



Town of Dundee

Voluntary Annexation Application

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

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

SITE INFORMATION

Project Name: Campbell Road
Parcel I.D.#: _____
Site Address or General Location: _____
Present Use of the Property: Public Road
Existing Structures Located on the Site: _____
Total Acreage: _____ Number of Residents on Site: _____
Legal Description of the Property: _____

PROPERTY OWNER:

Name: Town of Dundee
Mailing Address: 202 E. Main Street
City: Dundee State: FL Zip: 33838
Home/Mobile Phone: (863) 438-8330 Email Address: _____

APPLICANT/AGENT:

Name: Town of Dundee
Mailing Address: Same as above
City: _____ State: _____ Zip: _____
Home/Mobile Phone: _____ Office: _____
Email Address: _____

Applicant is: Owner Agent/Representative Purchaser Lessee

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



Town of Dundee

Voluntary Annexation Application

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

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), Town of Dundee 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]
Signature of Owner

Signature of Owner

Tandra Davis, Town Manager
Printed Name/Title of Owner

Printed Name/Title of Owner

Signature of Owner

Signature of Owner

Printed Name of Owner

Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023 by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

[Signature]

Printed Name Brendo J Carter



My commission expires _____



Town of Dundee

Voluntary Annexation Application

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

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), Town of Dundee 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] _____
Signature of Agent, Lessee, or Buyer(s) Signature of Agent, Lessee, or Buyer(s)

Tandra Davis _____
Printed Name of Agent, Lessee, or Buyer(s) Printed Name of Agent, Lessee, or Buyer(s)

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

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

STATE OF FLORIDA

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

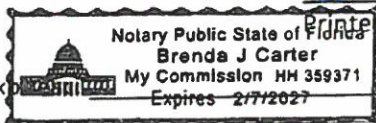
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023 by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Brenda J Carter

Printed Name Brenda J Carter



My commission expires _____



Town of Dundee

Voluntary Annexation Application

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

FINANCIAL RESPONSIBILITY FORM

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

Name: Town of Dundee Title: Owner /Agent

Company: _____

Company Address: 202 E. Main Street

City/State/Zip Code: Dundee, FL 33838

Telephone Number: (863) 438-8330

Email Address: _____

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

1. Signed this 28 day of Sept., 2023

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

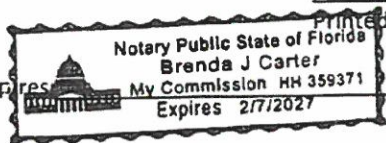
STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Brenda J Carter
Notary Public, State of Florida

Brenda J Carter



My commission expires _____



Town of Dundee Request for Extension of Processing Time

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

Request for Extension of Processing Time

Contact Information:

Review Project Name: Campbell Road

Application Request: _____

Property Description: _____

Name of Applicant/Property Owner/Agent: Town of Dundee - Tandra Davis

Mailing Address: 202 E. Main Street

Phone: (863) 438-8330 Email: _____

Florida Statutes Review Requirements

Pursuant to Section 166.033 of the Florida Statutes, the Town of Dundee (the "Town") must process applications for "development orders" and "development permits" (as defined by Section 166.033(4), Florida Statutes (2022)) pursuant to the statutory time frames set forth by applicable Florida law.

Specifically, upon the Town's receipt of an application for a "development order" and/or "development permit," the Town of Dundee Development Services Department (the "Department") must review and issue a written response to the applicant indicating the application is complete or specify with particularity any areas of deficiency. The time frame(s) set forth by Section 166.033 of the Florida Statutes shall be applicable to each application for a "development order" and/or "development permit."

To request an extension of processing time and waiver of the limitation on requests for additional information, please fill out and sign this form and return it to the Department. Applicants may request an extension of processing time at the time of (filing an initial application or at any time an application is pending before final action. Please be advised that the Applicant may incur additional costs and fees which include, but shall not be limited to, notice and advertising costs.

As the Applicant/Agent for Applicant for a "development order" or "development permit" from the Town of Dundee, I hereby request (check all that apply):

- A complete waiver of all statutory processing time limits
- An extension of _____ days for the Town to issue final action approving, approving with conditions or denying an application for development permit or development order (up to 180 additional days)
- A waiver of the limitation on requests for additional information per F.S. 166.033(2022).
- Decline the waiver and agree to comply with the time frames set forth in F.S. 166.033(2022).



Town of Dundee

Request for Extension of Processing Time

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

[Handwritten Signature]

Signature of Applicant/Agent for Applicant

9-28-2023

Date

STATE OF FLORIDA

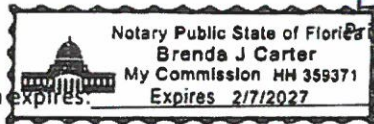
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023 by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

[Handwritten Signature: Brenda J Carter]

Notary Public, State of Florida

[Handwritten Signature: Brenda J Carter]



My commission expires:

Date Accepted by Town: _____
Project ID Number: _____



Voluntary Annexation Application Checklist

Requirements as set out in Florida Statutes 171.044

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

What is this checklist?

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

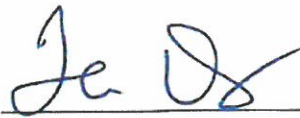
How should this checklist be used?

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

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

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

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


Applicant

9-28-2023
Date

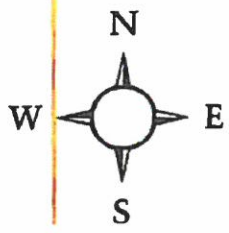
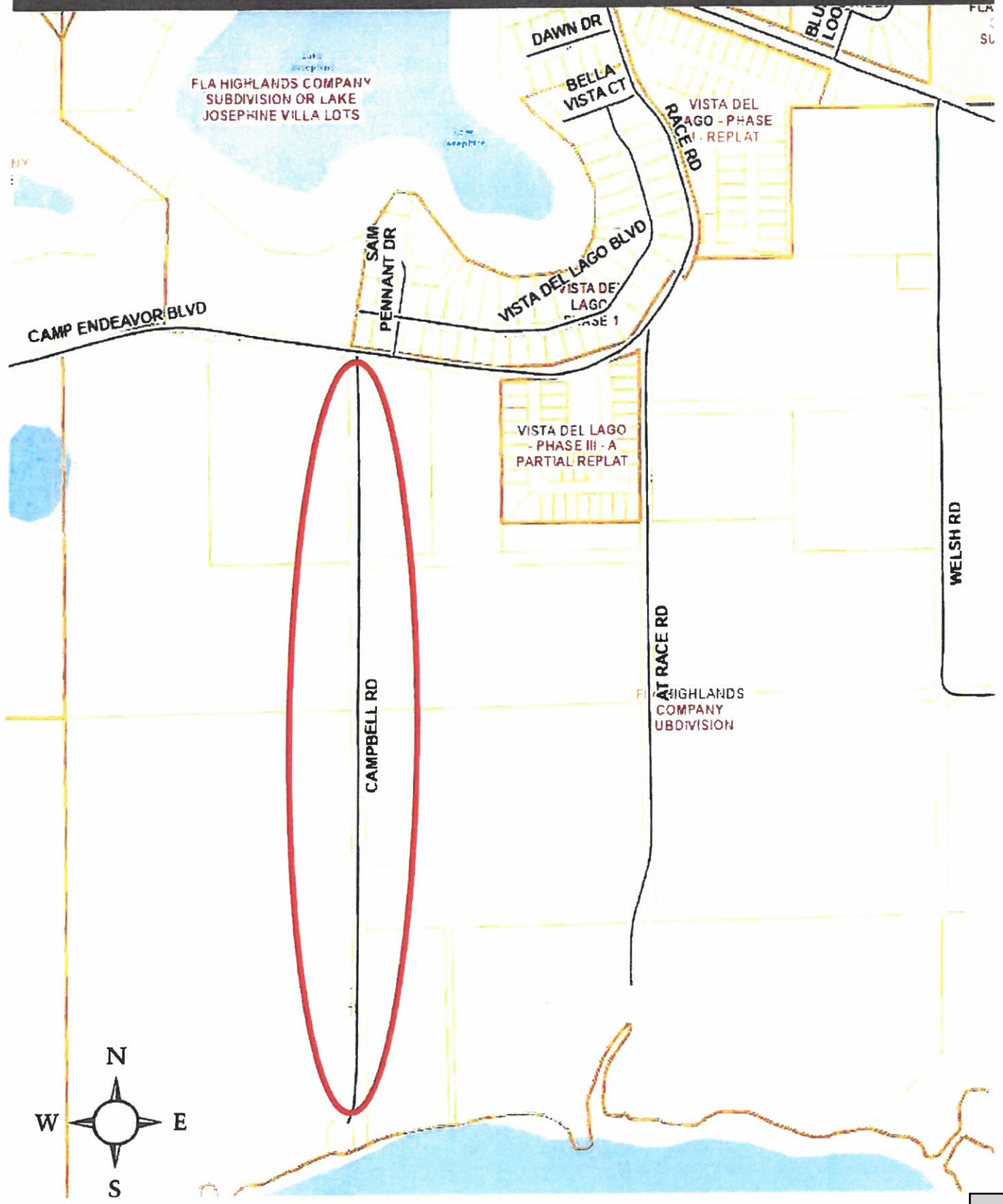


Voluntary Annexation Application Checklist

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

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

TOWN OF DUNDEE CAMPBELL ROAD VOLUNTARY ANNEXATION LOCATION MAP



TOWN OF DUNDEE CAMPBELL ROAD VOLUNTARY ANNEXATION AERIAL MAP

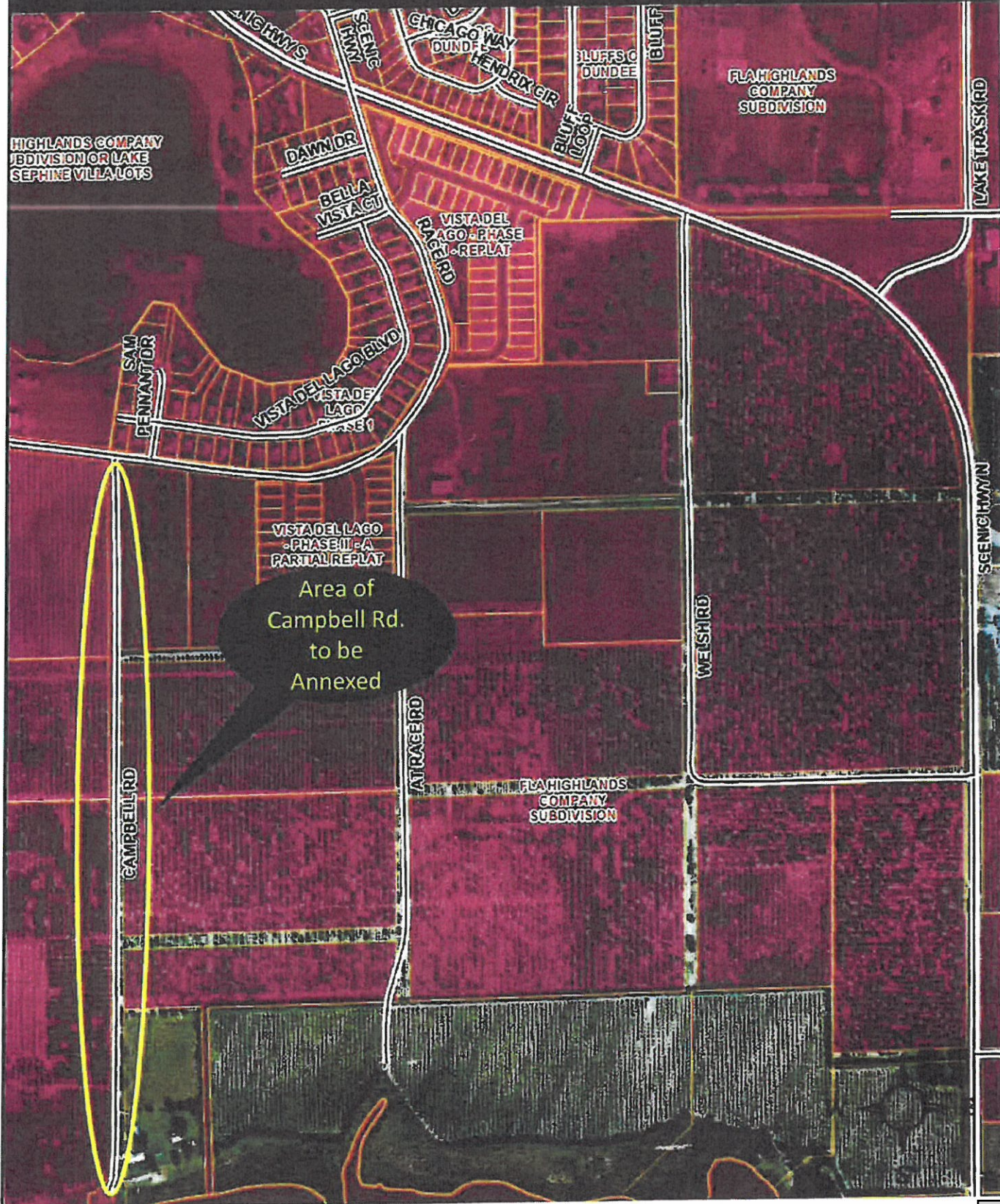


EXHIBIT A

RESOLUTION NO. 22-17

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF THAT CERTAIN REAL PROPERTY FROM POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE COUNTY DEEDS EXECUTED AND DELIVERED BY POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE AND RECORDED ON FEBRUARY 17, 2022, IN OFFICIAL RECORDS BOOK 12123, PAGE 657; OFFICIAL RECORDS BOOK 12123, PAGE 663; OFFICIAL RECORDS BOOK 12123, PAGE 669; AND OFFICIAL RECORDS BOOK 12123, PAGE 675, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 15, 2022, the Town of Dundee, Florida and Polk County, Florida entered into certain Agreement(s) for Transfer of Public Roads (hereinafter collectively referred to as the "Agreements") approved by the Town of Dundee, Florida Town Commission which provided for the transfer of publicly platted unmaintained road that lies within and adjacent to the corporate limits of the Town of Dundee, Florida; and

WHEREAS, on February 17, 2022, Polk County, Florida delivered the Agreements and certain County Deed(s) for the real property more particularly described therein and attached hereto as Composite Exhibit "A" and incorporated herein by reference to the Town of Dundee, Florida; and

WHEREAS, said County Deed(s) were recorded on February 17, 2022, in Official Records Book 12123, Page 657; Official Records Book 12123, Page 663; Official Records Book 12123, Page 669; and Official Records Book 12123, Page 675 of the public records of Polk County, Florida.

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

1. The Town Commission of the Town of Dundee, Florida hereby affirmatively accepts from Polk County, Florida the conveyance of said real property described in the County Deed(s) delivered and recorded on February 17, 2022, in Official Records Book 12123, Page 657; Official Records Book

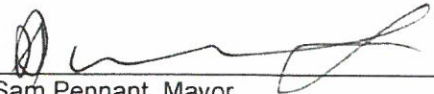
12123, Page 663; Official Records Book 12123, Page 669; and Official Records Book 12123, Page 675 of the public records of Polk County, Florida, a copy of which is attached hereto as Composite Exhibit "A" and incorporated herein by reference.

2. This Resolution shall take effect immediately upon passage.

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

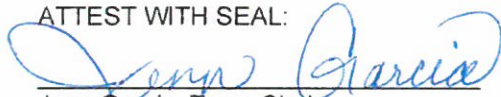
INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 26th day of April, 2022.

TOWN OF DUNDEE



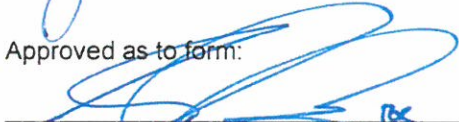
Sam Pennant, Mayor

ATTEST WITH SEAL:



Jenn Garcia, Town Clerk

Approved as to form:



Frederick J. Murphy, Jr., Town Attorney



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

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF DUNDEE, FLORIDA

and

POLK COUNTY, FLORIDA

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

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

WITNESSETH

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

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

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

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

maintenance responsibility for such roads; and

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

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

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

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

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

SECTION 3: Transfer and acceptance of roads

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

SECTION 4: Liability for torts

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

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

SECTION 5: Costs of transfer of public roads

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

SECTION 6: Amendments

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

SECTION 7: Severability

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

SECTION 8: Term

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

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

ATTEST:

TOWN OF DUNDEE

By: Jenn Garcia
Jenn Garcia, Town Clerk

By: Sam Pennant
Sam Pennant, Mayor

This 25 day of January 2022

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

ATTEST:
Stacy M. Butterfield, Clerk

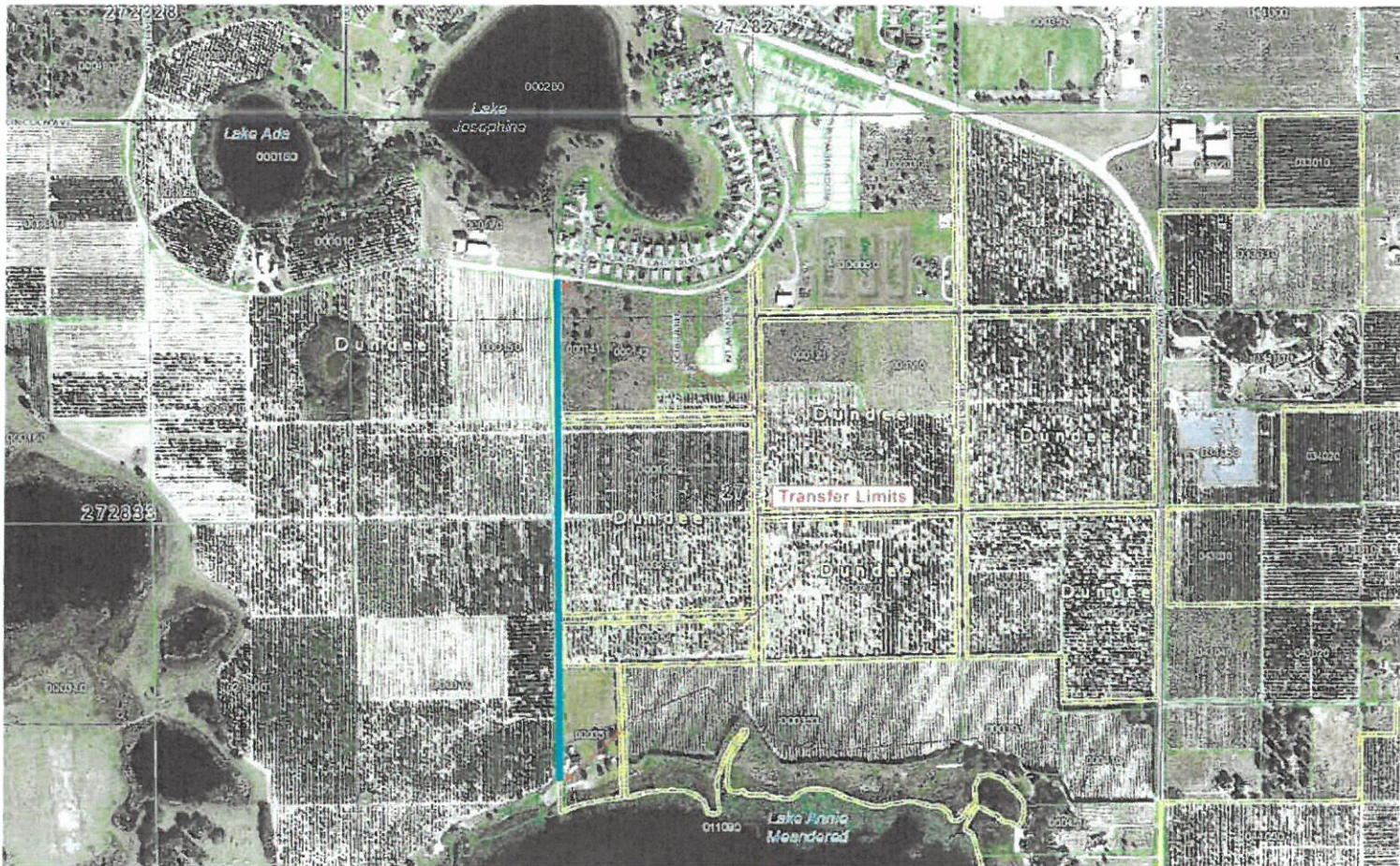
POLK COUNTY
Board of County Commissioners
Dr. Martha Santiago
Dr. Martha Santiago, Chair

By: Alison Helland
Deputy Clerk

This 15th day of February 2022
PSJ

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





ATTACHMENT "A"

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



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

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

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

COUNTY DEED

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

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

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

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

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

ATTEST:

GRANTOR:

Stacy M. Butterfield
Clerk to the Board

Polk County, Florida

By: Alison Holland
Deputy Clerk

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

(Seal)

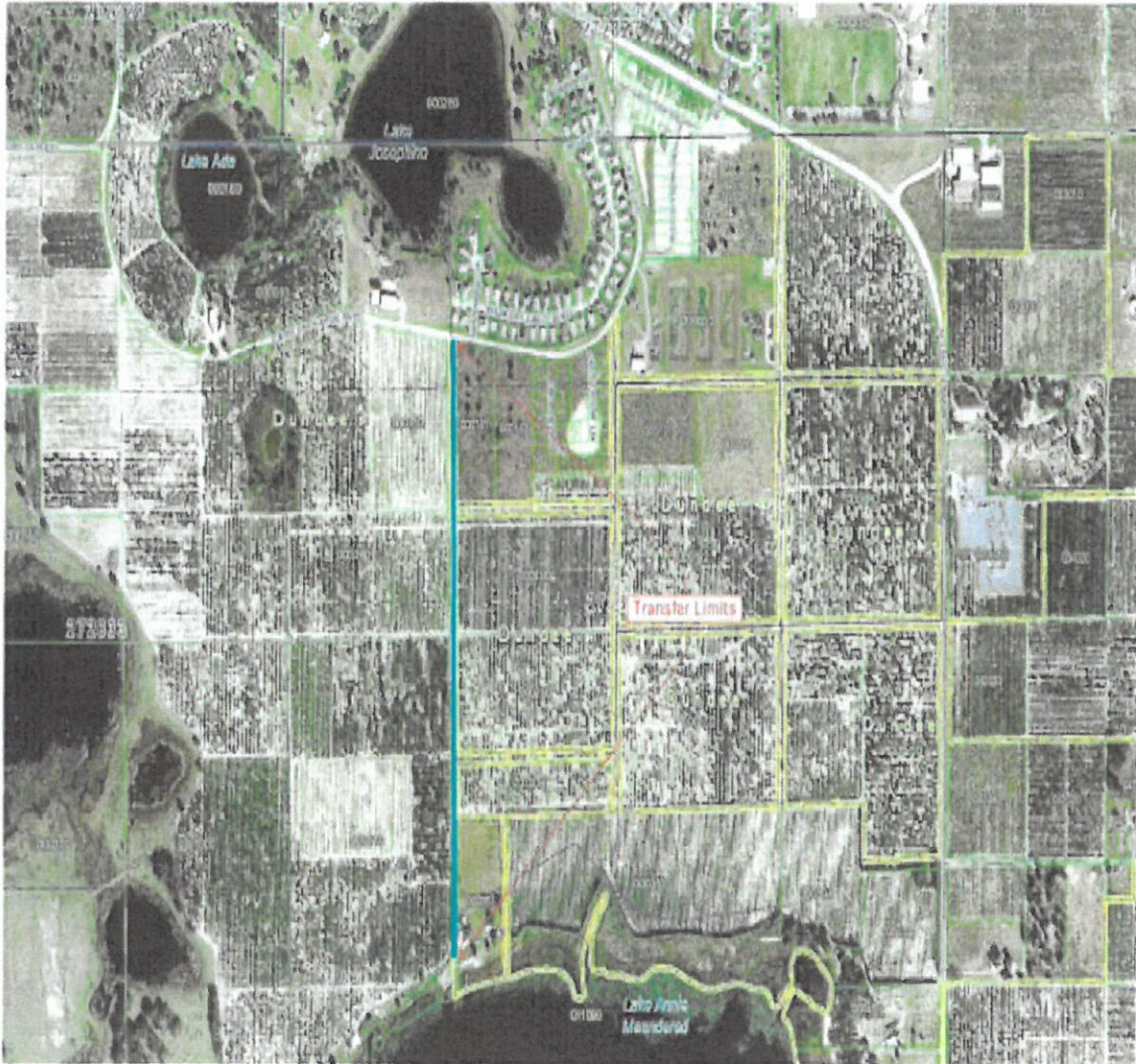


P.54

COMPOSITE EXHIBIT "B"
Ordinance No. 23-13
Legal Description

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

COMPOSITE EXHIBIT "B"
Ordinance No. 23-13
Location Map





TOWN COMMISSION MEETING

November 14, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** Ordinance 23-14, Almburg Road Right-of Way Voluntary Annexation
- SUBJECT:** The Town Commission will hear the 1st reading (transmittal hearing) of Ordinance 23-14
- STAFF ANALYSIS:** This is a petition by the Town of Dundee for the voluntary annexation for Almburg Road right-of-way. The general location: For Almburg Road from Scenic Highway (SR 17) north, east to Lake Mabel Loop Road in Polk County, Florida.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Staff Report
Ordinance 23-14



TOWN OF DUNDEE

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson, Development Director

AGENDA DATE: November 14, 2023

REQUESTED ACTION: Ordinance 23-14
 The Town Commission will consider the first reading of Ordinance 23-14, Almburg Road Right-of-Way Voluntary Annexation.

STAFF ANALYSIS:

The Town of Dundee has placed a petition for the voluntary annexation for Almburg Road right-of-way.

The general location of the proposed right-of-way to be annexed is Almburg Road from Scenic Highway (S.R. 17) North, East to Lake Mabel Loop Road in Dundee, Florida. More particularly described herein as all lying and being in Section 35, Township 28 South, Range 27 East, in Polk County, Florida.



The proposed Ordinance 23-14 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 12, 2023.

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

<p>Northwest Town of Dundee PUD-R-Planned Unit Development Residential & RTF – Two Family Residential</p>	<p>North Polk County PUD-R Planned Unit Development Residential</p>	<p>Northeast Polk County RSF-3- Moderate Density Single Family Residential</p>
<p>West Polk County Citrus Groves and Unassigned</p>	<p>Subject Right-of-Way Almburg Road</p>	<p>East Polk County RSF-2-Moderate Density Single Family Residential</p>
<p>Southwest Town of Dundee Polk County Citrus Groves & RSF-3- Moderate Density Single Family Residential</p>	<p>South Town of Dundee RSF-2- & RSF-3- Moderate Density Single Family Residential</p>	<p>Southeast Polk County RSF-2- Moderate Density Single Family Residential</p>

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

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 23-14

Attachments:

Ordinance 23-14

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SPACE FOR RECORDING

ORDINANCE NO.: 23-14

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: FOR ALMBURG ROAD FROM SCENIC HIGHWAY (SR 17) NORTH, EAST TO LAKE MABEL LOOP ROAD IN POLK COUNTY, FLORIDA).

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

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

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

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

1. A petition has been filed to integrate territory into the Town of Dundee,

Florida, as attached herein as Exhibit "A".

2. Pursuant to Section 171.044 of the Florida Statutes, the Town Commission of the Town of Dundee does hereby annex into the corporate limits of the Town of Dundee, Florida, the following described property:

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

3. All ordinances in conflict herewith are hereby repealed.

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

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

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

INTRODUCED on first reading this 14th day of November 2023.

PASSED on second reading this 12th day of December 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

INTERIM TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT "A" To Ordinance 23-14 Annexation Petition



Town of Dundee

Voluntary Annexation Application

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

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

SITE INFORMATION

Project Name: Almburg Road

Parcel I.D.#: _____

Site Address or General Location: _____

Present Use of the Property: Public Road

Existing Structures Located on the Site: None

Total Acreage: _____ Number of Residents on Site: _____

Legal Description of the Property: SEE NOTE BELOW FOR LEGAL DESCRIPTION

PROPERTY OWNER:

Name: Town of Dundee

Mailing Address: 202 E. Main Street

City: Dundee State: FL Zip: 33838

Home/Mobile Phone: (863)438-8330 Email Address: _____

APPLICANT/AGENT:

Name: Town of Dundee

Mailing Address: SAME AS ABOVE.

City: _____ State: _____ Zip: _____

Home/Mobile Phone: _____ Office: _____

Email Address: _____

Applicant is: Owner Agent/Representative Purchaser Lessee

***Legal Description:** All of Almburg Rd., from Soenic Hwy., North at/ia SR 17, to Lk Mabel Loop Road, including but not limited to those parts of the right of ways for Almburg Road that lie within the above-described corridor, as depicted, or described in the following document: All of that maintained right-of-way as depicted on Map Book 3, pages 41-43 of the Public Records of Polk County, Florida that lies along the above-described corridor. All lying and being in Section 35 and 36, Township 28 South, Range 27 East, Polk County, Florida.

Date Application Accepted by Town: _____

Project ID Number: _____

Application Fee Amount Paid: _____ Review Deposit Amount Paid: _____



Town of Dundee

Voluntary Annexation Application

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

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), Town of Dundee 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	Signature of Owner
<u>Tandra Davis, Town Manager</u>	_____
Printed Name/Title of Owner	Printed Name/Title of Owner
_____	_____
Signature of Owner	Signature of Owner
_____	_____
Printed Name of Owner	Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida


Printed Name Brenda J Carter

My commission expires _____
Notary Public State of Florida
Brenda J Carter
My Commission MH 359371
Expires 2/7/2027



Town of Dundee

Voluntary Annexation Application


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

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), Town of Dundee 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)

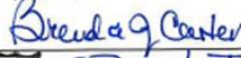
	_____
Signature of Agent, Lessee, or Buyer(s)	Signature of Agent, Lessee, or Buyer(s)
<u>Tandra Davis</u>	_____
Printed Name of Agent, Lessee, or Buyer(s)	Printed Name of Agent, Lessee, or Buyer(s)
_____	_____
Signature of Agent, Lessee, or Buyer(s)	Signature of Agent, Lessee, or Buyer(s)
_____	_____
Printed Name of Agent, Lessee, or Buyer(s)	Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA
COUNTY OF POLK

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023 by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida





Name Brenda J Carter

My commission expires _____



Town of Dundee

Voluntary Annexation Application

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

FINANCIAL RESPONSIBILITY FORM

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

Name: Town of Dundee Title: Owner

Company: _____

Company Address: 202 E. Main Street

City/State/Zip Code: Dundee, FL 33838

Telephone Number: (863) 438-8330

Email Address: _____

Type text here

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

1. Signed this 28 day of Sept., 2023

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

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023 by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

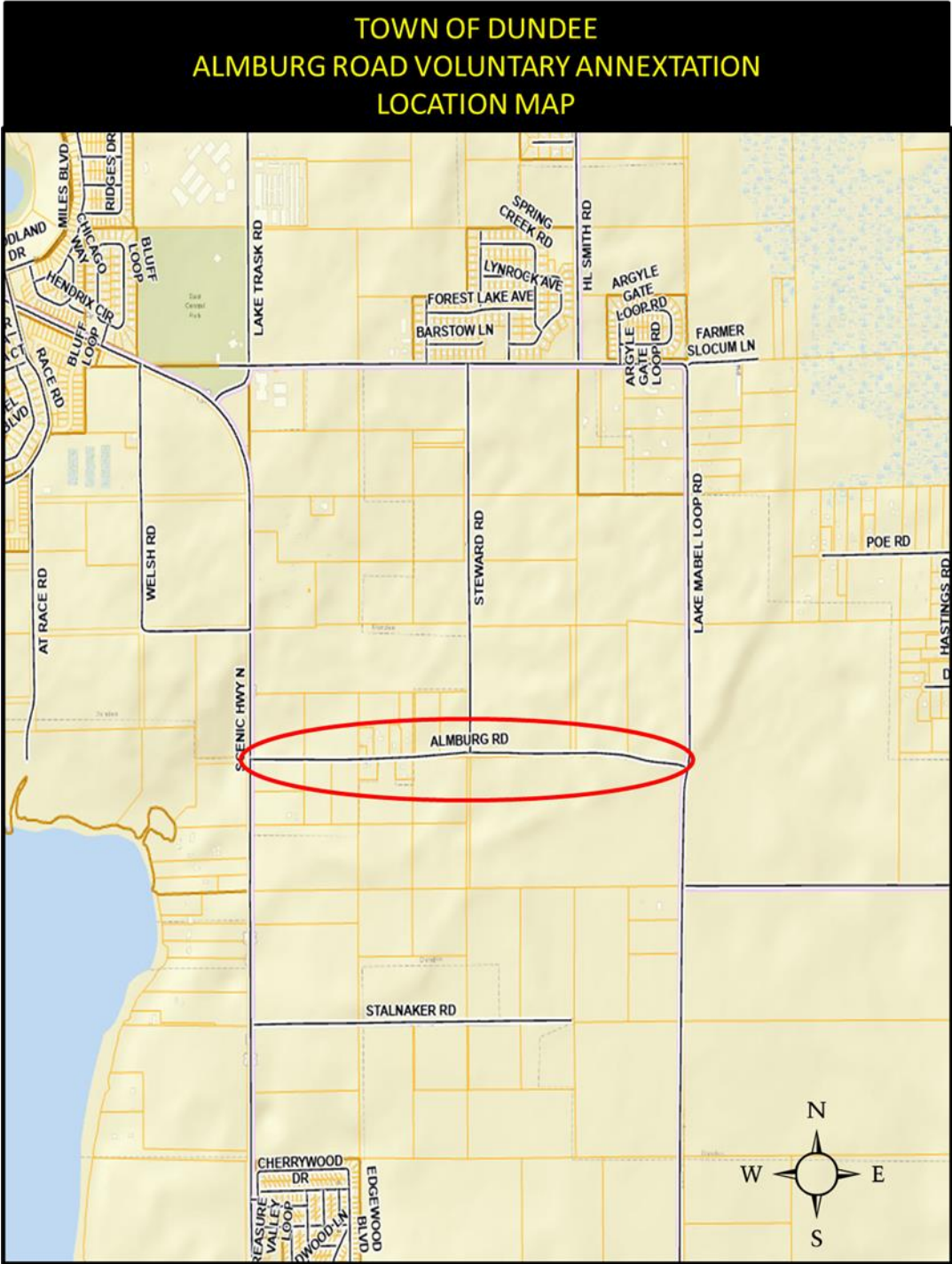
My commission expires _____ Name _____
Notary Public State of Florida
Brenda J Carter
My Commission MH 359371
Expires 2/7/2027

COMPOSITE EXHIBIT "B"
to Ordinance No. 23-14
Legal Description

All of Almburg Road from Scenic Highway North, a/k/a State Road 17, to Lake Mabel Loop Road.

Including, but not limited to those parts of the rights-of-ways for Almburg Road that lie within the above-described corridor, as depicted, or described in the following document: All of that maintained right-of-way as depicted on Map Book 3, Pages 40 through 43 of the Public Records of Polk County, Florida that lies along the above-described corridor. All lying and being in Sections 35 and 36, Township 28 South, Range 27 East, Polk County Florida.

COMPOSITE EXHIBIT "B"
to Ordinance No. 23-14
Location Map



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SPACE FOR RECORDING

ORDINANCE NO.: 23-14

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; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: FOR ALMBURG ROAD FROM SCENIC HIGHWAY (SR 17) NORTH, EAST TO LAKE MABEL LOOP ROAD, DUNDEE, FLORIDA).

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

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

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

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

1. **RECITALS.** The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for the passage of this Ordinance.

2. **ANNEXATION PETITION.** A petition has been filed to integrate territory into the Town of Dundee, Florida, as attached hereto as **Composite Exhibit “A”** and made a part hereof by reference.

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

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 unless such repeal is explicitly set forth herein.

5. **SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

6. **ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS AND CODIFICATION.** It is the intention of the Town Commission that the provisions of this Ordinance shall be codified; and 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; sections of this Ordinance may be renumbered or re lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his or her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

7. **EFFECTIVE DATE.** This ordinance shall take effect immediately after second reading.

INTRODUCED AND PASSED on first reading at a regular meeting of the Town Commission of the Town of Dundee held this 14th day of November, 2023.

PASSED AND ADOPTED on second reading/public hearing at the meeting of the Town Commission of the Town of Dundee assembled on the 12th day of December, 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

COMPOSITE EXHIBIT "A"
Ordinance 23-14
Annexation Petition

EXHIBIT A

Item 5.



Town of Dundee

Voluntary Annexation Application

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

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

SITE INFORMATION

Project Name: Almburg Road

Parcel I.D.#: _____

Site Address or General Location: _____

Present Use of the Property: Public Road

Existing Structures Located on the Site: None

Total Acreage: _____ Number of Residents on Site: _____

Legal Description of the Property: SEE NOTE BELOW FOR LEGAL DESCRIPTION:

PROPERTY OWNER:

Name: Town of Dundee

Mailing Address: 202 E. Main Street

City: Dundee State: FL Zip: 33838

Home/Mobile Phone: (863)438-8330 Email Address: _____

APPLICANT/AGENT:

Name: Town of Dundee

Mailing Address: SAME AS ABOVE.

City: _____ State: _____ Zip: _____

Home/Mobile Phone: _____ Office: _____

Email Address: _____

Applicant is: Owner Agent/Representative Purchaser Lessee

***Legal Description:** All of Almburg Rd., from Scenic Hwy., North a/k/a SR 17, to Lk Mabel Loop Road, including but not limited to those parts of the right of ways for Almburg Road that lie within the above-described corridor, as depicted, or described in the following document: All of that maintained right-of-way as depicted on Map Book 3, pages 41-43 of the Public Records of Polk County, Florida that lies along the above-described corridor. All lying and being in Section 35 and 36. Township 28 South, Range 27 East, Polk County, Florida

Date Application Accepted by Town: _____

Project ID Number: _____

Application Fee Amount Paid: _____ Review Deposit Amount Paid: _____



Town of Dundee

Voluntary Annexation Application

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

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), Town of Dundee 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

J. D.

Signature of Owner

Signature of Owner

Tandra Davis, Town Manager

Printed Name/Title of Owner

Printed Name/Title of Owner

Signature of Owner

Signature of Owner

Printed Name of Owner

Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

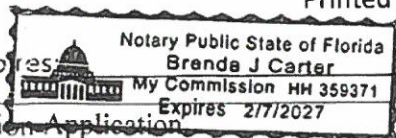
OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Brenda J Carter

Printed Name Brenda J Carter



My commission expires _____

Voluntary Annexation Application



Town of Dundee

Voluntary Annexation Application

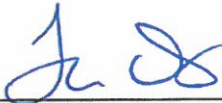
124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), Town of Dundee 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)

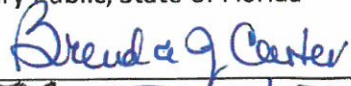
	_____
Signature of Agent, Lessee, or Buyer(s)	Signature of Agent, Lessee, or Buyer(s)
<u>Tandra Davis</u>	_____
Printed Name of Agent, Lessee, or Buyer(s)	Printed Name of Agent, Lessee, or Buyer(s)
_____	_____
Signature of Agent, Lessee, or Buyer(s)	Signature of Agent, Lessee, or Buyer(s)
_____	_____
Printed Name of Agent, Lessee, or Buyer(s)	Printed Name of Agent, Lessee, or Buyer(s)

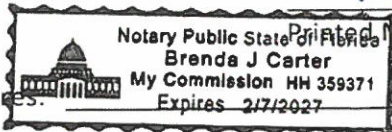
STATE OF FLORIDA
COUNTY OF POLK

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023 by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida





Printed Name Brenda J Carter

My commission expires _____



Town of Dundee

Voluntary Annexation Application

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

FINANCIAL RESPONSIBILITY FORM

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

Name: Town of Dundee Title: Owner

Company: _____

Company Address: 202 E. Main Street

City/State/Zip Code: Dundee, FL 33838

Telephone Number: (863) 438-8330

Email Address: _____

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

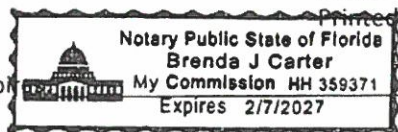
1. Signed this 28 day of Sept., 2023

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

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida



My commission expires _____

Printed Name



Town of Dundee Request for Extension of Processing Time

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

Request for Extension of Processing Time

Contact Information:

Review Project Name: _____

Application Request: _____

Property Description: _____

Name of Applicant/Property Owner/Agent: _____

Mailing Address: _____

Phone: _____ Email: _____

Florida Statutes Review Requirements

Pursuant to Section 166.033 of the Florida Statutes, the Town of Dundee (the "Town") must process applications for "development orders" and "development permits" (as defined by Section 166.033(4), Florida Statutes (2022)) pursuant to the statutory time frames set forth by applicable Florida law.

Specifically, upon the Town's receipt of an application for a "development order" and/or "development permit," the Town of Dundee Development Services Department (the "Department") must review and issue a written response to the applicant indicating the application is complete or specify with particularity any areas of deficiency. The time frame(s) set forth by Section 166.033 of the Florida Statutes shall be applicable to each application for a "development order" and/or "development permit."

To request an extension of processing time and waiver of the limitation on requests for additional information, please fill out and sign this form and return it to the Department. Applicants may request an extension of processing time at the time of (filing an initial application or at any time an application is pending before final action. Please be advised that the Applicant may incur additional costs and fees which include, but shall not be limited to, notice and advertising costs.

As the Applicant/Agent for Applicant for a "development order" or "development permit" from the Town of Dundee, I hereby request (check all that apply):

- A complete waiver of all statutory processing time limits
- An extension of _____ days for the Town to issue final action approving, approving with conditions or denying an application for development permit or development order (up to 180 additional days)
- A waiver of the limitation on requests for additional information per F.S. 166.033(2022).
- Decline the waiver and agree to comply with the time frames set forth in F.S. 166.033(2022).



Town of Dundee

Request for Extension of Processing Time

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

[Handwritten Signature]

9-28-2023

Signature of Applicant/Agent for Applicant

Date

STATE OF FLORIDA

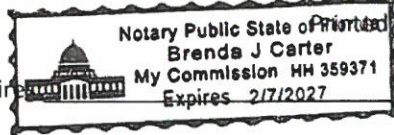
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of Sept, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Brenda J Carter

Notary Public, State of Florida

Brenda J Carter



My commission expires _____

Date Accepted by Town: _____
Project ID Number: _____



Voluntary Annexation Application Checklist

Requirements as set out in Florida Statutes 171.044

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

What is this checklist?

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

How should this checklist be used?

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

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

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

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

Applicant

Date



Voluntary Annexation Application Checklist

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

- ___ Complete Voluntary Annexation Application form including signature from all owners of property in the area proposed for annexation. Signature of representative/agent, as applicable. For properties that are owned by a company, the applicant must submit proof that the person signing has the authority to sign on behalf of the company.

- ___ Current ownership information for the subject property – the name of the owner(s) stated on the application must match the information on the Property Appraiser’s website. If the land is under an agreement for sale as indicated by caveat, please submit a copy of the signed agreement. The individual noted on the caveat must sign the application. If the applicant is not the owner, a letter must be provided from the owner authorizing the applicant to act on his/her behalf.

- ___ Current ownership information for the subject property – Florida limited liability companies. Provide executed authorizations (i.e., must be signed by the member managers identified by the Division of Corporations or corporate resolutions will also be required for any other authorized signatory) from both entities authorizing a person(s) to act on behalf of said entities for purposes of submitting the instant application.

- ___ Required Supporting Documents Including:
 - ___ Location Map
 - ___ Aerial Map
 - ___ Metes and bounds legal description of property
 - ___ Current survey of subject property certified to the Town of Dundee

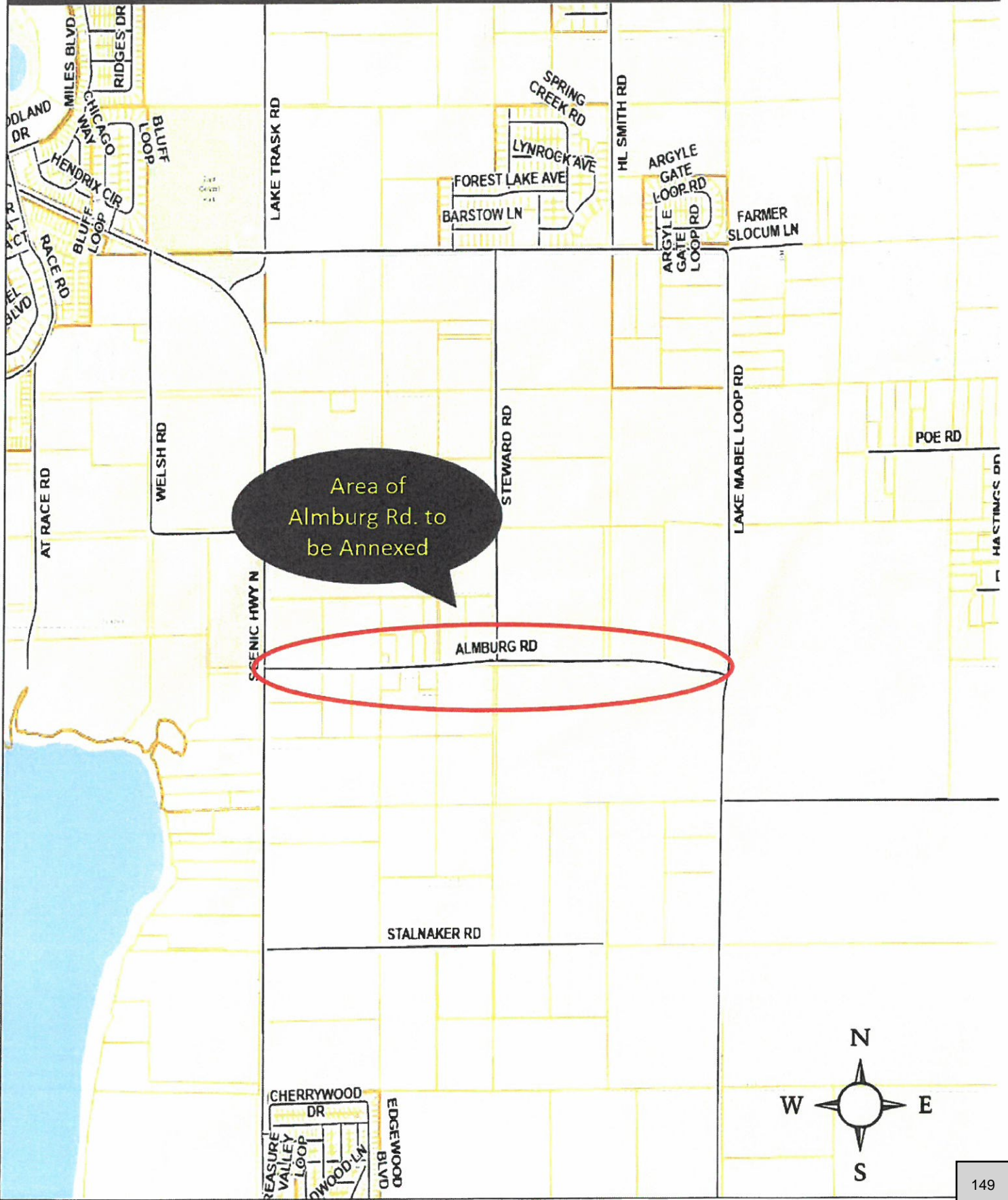
- ___ Submit **four (4)** paper copies of application and application materials (including application and checklist) plus **one (1)** electronic copy of all documents.

- ___ A signed copy of the Request for Extension of Processing Time.

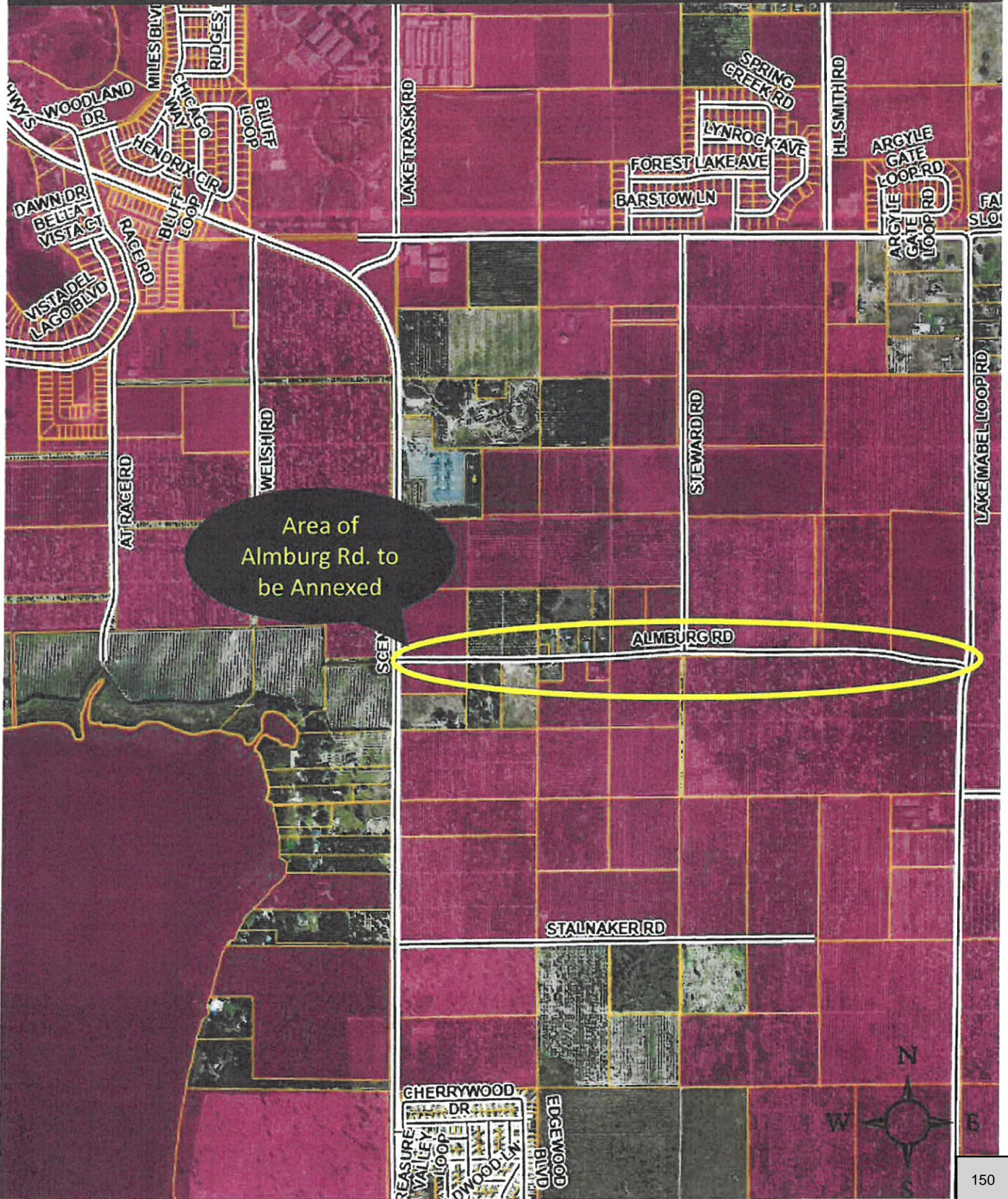
- ___ A signed copy of this Voluntary Annexation Application Checklist.

- ___ Required fees.

TOWN OF DUNDEE ALMBURG ROAD VOLUNTARY ANNEXTATION LOCATION MAP



TOWN OF DUNDEE ALMBURG ROAD VOLUNTARY ANNEXATION AERIAL MAP



Area of Almburg Rd. to be Annexed

EXHIBIT A

Lumburg Rd.

Item 5.



INSTR # 2023217936
BK 12838 Pgs 2223-2231 PG(s)9
RECORDED 09/15/2023 01:47:55 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$78.00
RECORDED BY shakcamp

RESOLUTION NO. 23-15

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF THAT CERTAIN REAL PROPERTY FROM POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE COUNTY DEED EXECUTED AND DELIVERED BY POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE AND RECORDED ON August 10, 2023, IN THE OFFICIAL RECORDS BOOK 12795 PAGE 1936, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 25, 2023, Polk County, a political subdivision of the State of Florida, delivered the *Agreement For The Transfer of Public Roads Between The Town of Dundee, Florida and Polk County, Florida and County Deed* (collectively referred to as the "Agreement") for the conveyance of real property more particularly described therein and attached hereto as Composite Exhibit "A" and incorporated herein by reference; and

WHEREAS, on July 25, 2023, the Town Commission of the Town of Dundee, at a duly noticed public meeting, approved the Agreement which provided for the transfer and conveyance of public rights-of-way located within and/or adjacent to the corporate limits of the Town of Dundee, Florida; and

WHEREAS, on August 8, 2023, Polk County Board of County Commissioners, at a duly noticed public meeting, approved the Agreement which included, but was not limited to, the County Deed (the "Deed") which provided for the transfer and conveyance of public rights-of-way more particularly described therein and located within and/or adjacent to the corporate limits of the Town of Dundee, Florida; and

WHEREAS, the Transfer Deed was recorded on August 10, 2023, in Official Records Book 12795, Page 1936, of the public records of Polk County, Florida.

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

1. The Town Commission of the Town of Dundee, Florida hereby affirmatively accepts from Polk County, Florida the conveyance of said real property described in the County Deed delivered and recorded on August 10

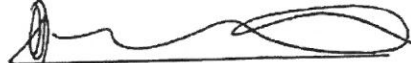
CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE DISTRICT COURT

____, 2023, in Official Records Book 2795, Page 1936, of the public records of Polk County, Florida, a copy of which is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

2. Upon receipt of an executed County Deed, the Town Clerk is authorized and directed to record this Resolution and County Deed in the public records of Polk County, Florida.
3. This Resolution shall take effect immediately upon passage.

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

TOWN OF DUNDEE



Sam Pennant, Mayor

ATTEST WITH SEAL:



Trevor Douthat, Town Clerk

Approved as to form:



Frederick J. Murphy, Jr. Town Attorney

**CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT**

INSTR # 2023186974
BK 12795 Pgs 1931-1935 PG(s)5
RECORDED 08/10/2023 09:30:17 AM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$44.00
RECORDED BY sha:camp

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF DUNDEE, FLORIDA

and

POLK COUNTY, FLORIDA

**FOR ALMBURG ROAD FROM SCENIC HIGHWAY A/K/A STATE ROAD 17 NORTH,
EAST TO LAKE MABEL LOOP ROAD, DUNDEE, FLORIDA.**

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

WITNESSETH

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

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

WHEREAS, TOWN has requested, and POLK has agreed to the transfer of Almburg Road from Scenic Highway North, a/k/a State Road 17 North, east to Lake Mabel Loop Road, (ROAD) in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

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

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

**CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT**

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

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

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

All of Almburg Road from Scenic Highway North, a/k/a State Road 17, to Lake Mabel Loop Road, including, but not limited to those parts of the rights-of-ways for Almburg Road that lie within the above-described corridor, as depicted, or described in the following document: All of that maintained right-of-way as depicted on Map Book 3, Pages 40 through 43 of the Public Records of Polk County, Florida that lies along the above-described corridor. All lying and being in Sections 35 and 36, Township 28 South, Range 27 East, Polk County Florida.

SECTION 3: Transfer and acceptance of roads

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

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to TOWN, liability for torts shall be in the TOWN, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

immunity defense and /or defenses available under applicable Florida law.

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

SECTION 5: Costs of transfer of public roads

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

SECTION 6: Amendments

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

SECTION 7: Severability

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

SECTION 8: Term

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

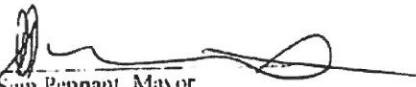
CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Polk County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the 8th day of August, 2023, and by Town of Dundee, through its Town Commissioners, signing by and through its Mayor, authorized to execute the same by TOWN Commission action on the 25th day of JULY, 2023.

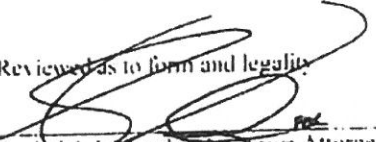
ATTEST:

TOWN OF DUNDEE

By: 
Trevor Douthat, Town Clerk

By: 
Sam Pennant, Mayor

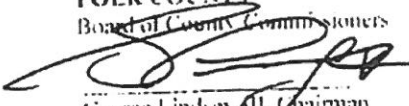
This 25th day of JULY, 2023

Reviewed as to form and legality

Frederick J. Murphy, Jr., Town Attorney

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: 
Alison Holland
Deputy Clerk

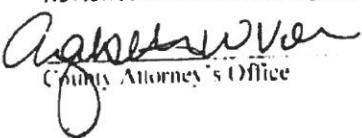

George Lindsey III, Chairman

This 8th day of August, 2023



R. 41

Reviewed as to form and legality

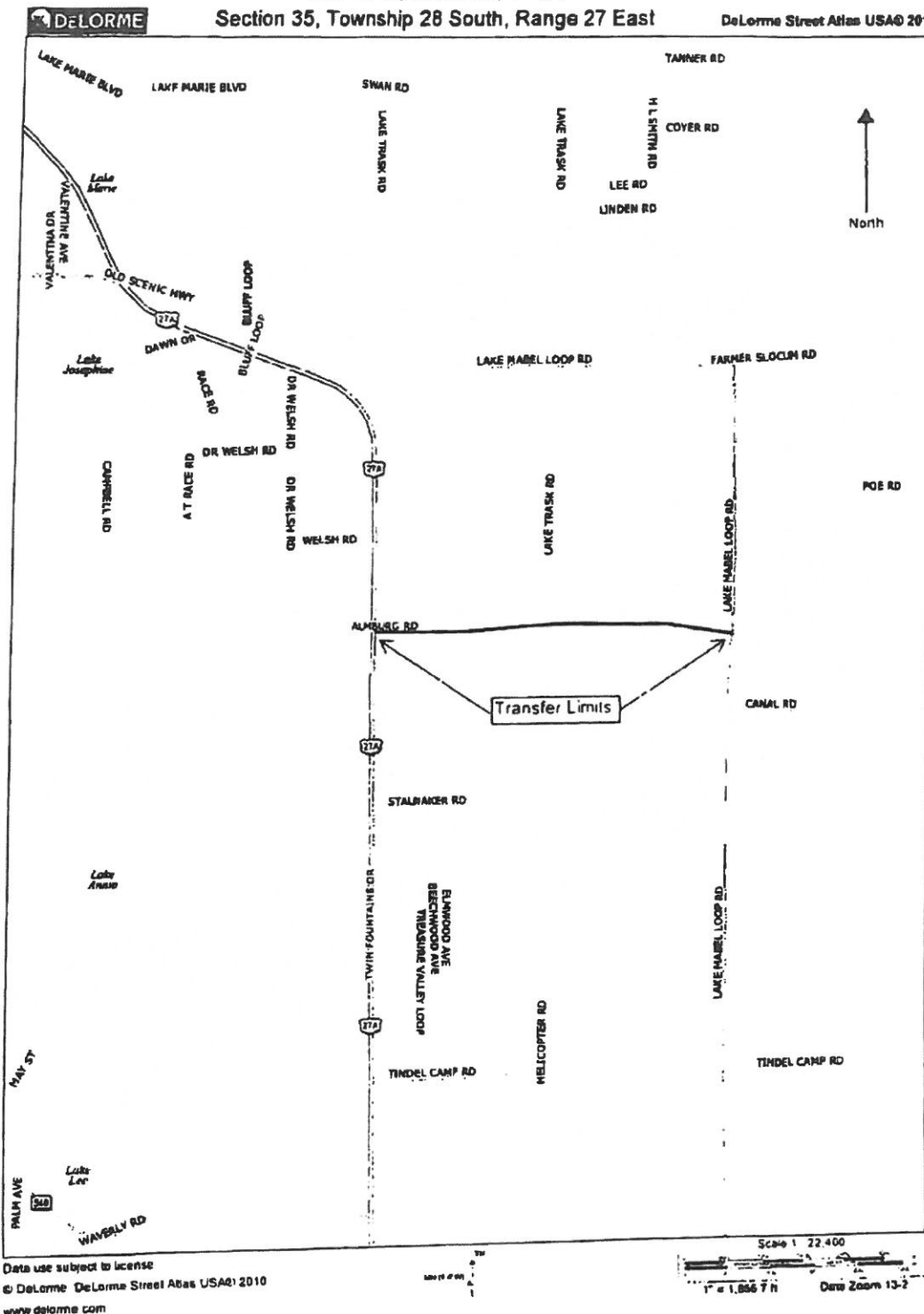

County Attorney's Office

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

ATTACHMENT "A"

Section 35, Township 28 South, Range 27 East

DeLorme Street Atlas USA® 2010



Data use subject to license
 © DeLorme DeLorme Street Atlas USA® 2010
 www.delorme.com

Scale 1:22,400
 1" = 1,866 ft
 Data Zoom 13-2

CERTIFICATION ON LAST PAGE
 STACY M. BUTTERFIELD
 CLERK OF THE CIRCUIT COURT

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX



INSTR # 2023196232
BK 12808 Pg 1377 PG(s)1
RECORDED 08/21/2023 03:37:51 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC \$0.70
RECORDING FEES \$10.00
RECORDED BY militorr

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

COUNTY DEED

THIS DEED, made this 8th day of August, 2023 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF DUNDEE**, a Florida Municipal Corporation, whose address is, 202 East Main Street, Dundee, Florida 33838, Grantee

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

All of Steward Road from Lake Mabel Loop Road south to Almburg Road, including any rights-of-ways for Steward Road that lies within the above-described corridor, all lying and being in the North 3/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida.

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

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

ATTEST:

GRANTOR:

Stacy M. Butterfield
Clerk to the Board

Polk County, Florida

By: Alison Holland
Deputy Clerk

By: George Lindsey III
George Lindsey III, Chairman
Board of County Commissioners

(Seal)

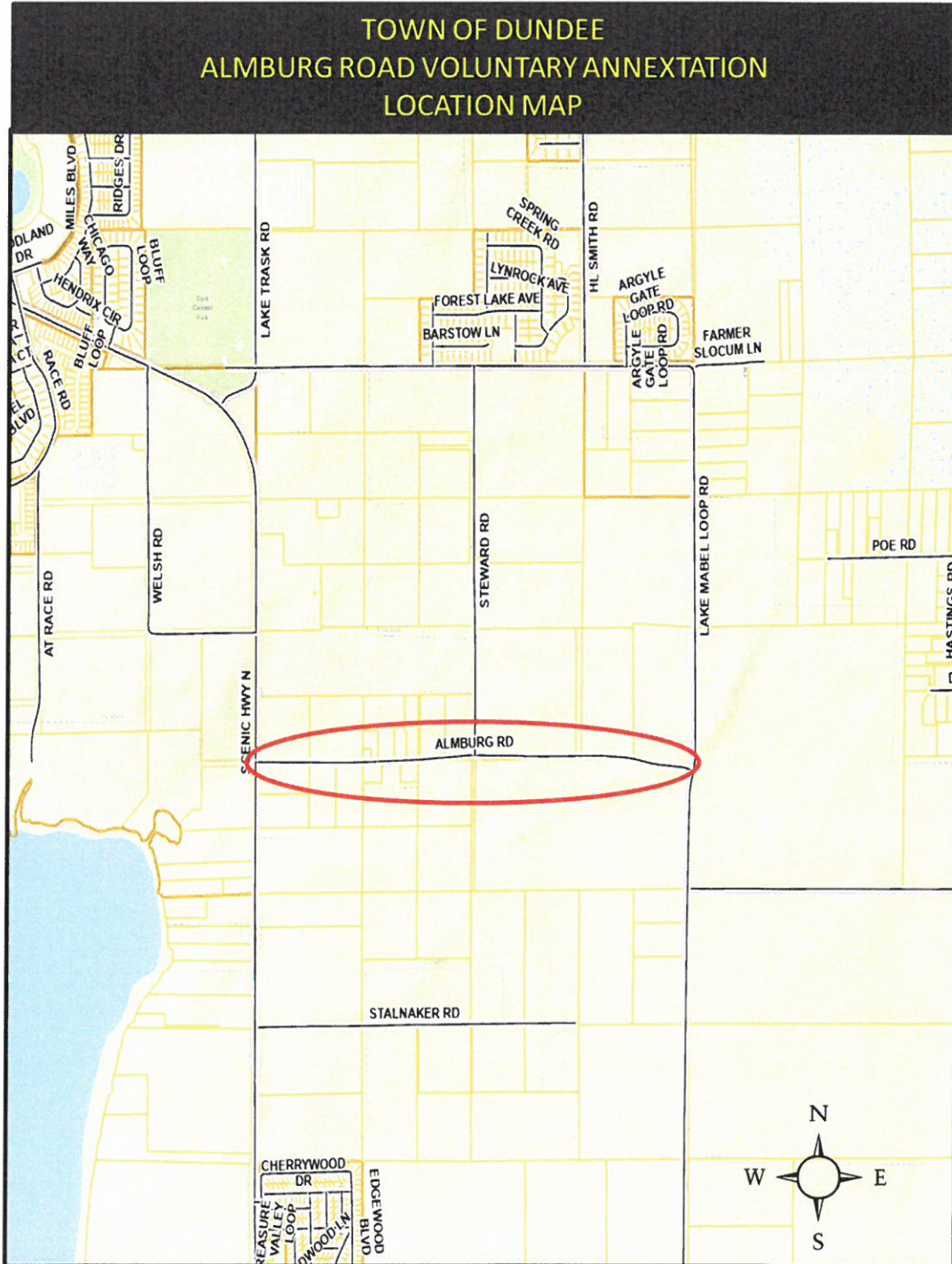


I hereby certify that the foregoing is a true copy of the record in my office this day, Sep 15, 2023. Redacted ___ Unredacted/law ___
Stacy M. Butterfield, Clerk of Court Polk County, Florida
By: Alison Holland Deputy Clerk

COMPOSITE EXHIBIT "B"
Ordinance No. 23-14
Legal Description

**All of Almburg Road from Scenic Highway North, a/k/a State Road 17, to Lake Mabel Loop Road.
Including, but not limited to those parts of the rights-of-ways for Almburg Road that lie within the above-described corridor, as depicted, or described in the following document:
All of that maintained right-of-way as depicted on Map Book 3, Pages 40 through 43 of the Public Records of Polk County, Florida that lies along the above-described corridor.
All lying and being in Sections 35 and 36, Township 28 South, Range 27 East, Polk County Florida.**

COMPOSITE EXHIBIT "B"
Ordinance No. 23-14
Location Map





TOWN COMMISSION MEETING

November 14, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** ORDINANCE 23-15, WELSH ROAD RIGHT OF WAY VOLUNTARY ANNEXATION
- SUBJECT:** The Town Commission will hear the 1st reading (transmittal hearing) of Ordinance 23-15
- STAFF ANALYSIS:** This is a petition by the Town of Dundee for the voluntary annexation for Welsh Road right-of-way. The general location: For all of Welsh Road from State Road 17 (US 27A) west and north to State Road 17 (US 27 A) in Polk County, Florida.
- FISCAL IMPACT:** No Fiscal Impact
- STAFF RECOMMENDATION:** Staff recommends approval of Ordinance 23-15
- ATTACHMENTS:** Staff Report
Ordinance 23-15



TOWN OF DUNDEE

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson, Development Director

AGENDA DATE: November 14, 2023

REQUESTED ACTION: Ordinance 23-15
 The Town Commission will consider the first reading of Ordinance 23-15, Welsh Road Right-of-Way Voluntary Annexation.

STAFF ANALYSIS:

The Town of Dundee has placed a petition for the voluntary annexation of Welsh Road right-of-way.

The general location of the proposed right-of-way to be annexed is all of Welsh Road from State Road 17 (U.S. 27A) West and North to State Road 17 (U.S. 27A) in Dundee, Florida. More particularly described herein as all lying and being in Section 34, Township 28 South, Range 27 East, Polk County, Florida.



The proposed Ordinance 23-15 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 12, 2023.

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

<p>Northwest Town of Dundee Public Institutional</p>	<p>North Polk County Public Institutional & RSF-3 Moderate Density Single Family Residential</p>	<p>Northeast Polk County RSF-1 Low Density Single Family Residential</p>
<p>West Town of Dundee Public Institutional & RSF-2 Moderate Density Single Family Residential</p>	<p>Subject Right-of-Way Welsh Road</p>	<p>East Polk County RSF-1 Low Density Single Family Residential</p>
<p>Southwest Town of Dundee RSF-2 Moderate Density Single Family Residential</p>	<p>South Town of Dundee RSF- 1 Low Density RSF-2 Moderate Density Single Family Residential</p>	<p>Southeast Polk County RSF-1 Low Density Single Family Residential</p>

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

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 23-15

Attachments:

Ordinance 23-15

*
*
*
*
*
*
*

SPACE FOR RECORDING

ORDINANCE NO.: 23-15

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: FOR ALL OF WELSH ROAD FROM SR 17 (US 27A) WEST AND NORTH TO SR 17 (US 27A) IN POLK COUNTY, FLORIDA).

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

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

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

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

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

2. Pursuant to Section 171.044 of the Florida Statutes, the Town Commission of the Town of Dundee does hereby annex into the corporate limits of the Town of Dundee, Florida, the following described property:

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

3. All ordinances in conflict herewith are hereby repealed.

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

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

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

INTRODUCED on first reading this 14th day of November 2023.

PASSED on second reading this 12th day of December 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

INTERIM TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT "A"
To Ordinance 23-15
Annexation Petition



Town of Dundee

201 Center Street PO Box 1000 Dundee, Florida 33838 (863) 419-3114 Fax (863) 419-3186 Suncom 515-9950

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 with metes and bounds description of subject property certified to the Town of Dundee along with an aerial photograph and location map**

Name of Property Owner: Town of Dundee
Mailing Address: PO Box 1000, Dundee, FL 33838 Phone: 863-438-8330
Name of Representative, if applicable: N/A
Mailing Address: N/A Phone: N/A
Reason for Request: Town responsible for maintenance.

Property Identification

Property Address or General Location: All of Welsh Road from SR 17 (US 27A) West and North to SR 17 (US 27A)
Present Use of the Property: Unopened ROW
Existing Structures Located on the Site: None
Total Acreage: None Number of Residents on Site: None
Assessed Property Value: None Taxable Value: None
Legal Description of the Property: See attached Deed
Section: 34 Township: 28 South Range: 27 East
Subdivision: N/A
Parcel I.D.#: N/A

Planning and Zoning Information

Present County Future Land Use Designation: N/A
Requested City Zoning Classification: N/A
Requested City Future Land Use Designation: N/A

Note: Unless specific land use and zoning designations are requested, the City 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: _____
Hearing Date: _____ File Number: _____

OWNER'S SIGNATURE PAGE

(I) (We), Tandra Davis for the Town of Dundee 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
Tandra Davis for the Town of Dundee
Printed Name of Owner

N/A
Signature of Owner
N/A
Printed Name of Owner

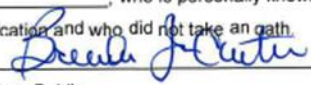
N/A
Signature of Owner
N/A
Printed Name of Owner

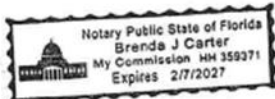
N/A
Signature of Owner
N/A
Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 4 day of October, 2023, by Tandra Davis, 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



AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), N/A being
duly sworn, depose and say that (I) (we) serve as _____ 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)

Tandra Davis
Signature of Agent, Lessee, or Buyer(s)
Tandra Davis
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 4 day of October,
2023, by TANDRA DAVIS, who is personally known
to me or who has produced a driver's license as identification and who did not take an oath.



Brenda J Carter
Notary Public
Notarial Seal and Commission
Expiration Date

COMPOSITE EXHIBIT "B"
to Ordinance No. 23-15
Legal Description

All of Welsh Road from SR 17 (US 27A) west and north to SR 17 (US 27A). Including, but not limited to those parts of the rights-of-ways for Welsh Road that lie within the above-described corridor, as depicted, or described in the following document:

All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 2, 7, 10, 23, east of Lots 3, 6, 11, 22, north of Lots 25, 26 and south of Lots 23 and 24 as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor.

All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

COMPOSITE EXHIBIT "B"
to Ordinance No. 23-15
Location Map



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SPACE FOR RECORDING

ORDINANCE NO.: 23-15

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; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: FOR ALL OF WELSH ROAD FROM SR 17 (US 27A) WEST AND NORTH TO SR 17 (US 27A), DUNDEE, FLORIDA).

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

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

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

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

1. **RECITALS.** The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for the passage of this Ordinance.

2. **ANNEXATION PETITION.** A petition has been filed to integrate territory into the Town of Dundee, Florida, as attached hereto as **Composite Exhibit “A”** and made a part hereof by reference.

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

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 unless such repeal is explicitly set forth herein.

5. **SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

6. **ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS AND CODIFICATION.** It is the intention of the Town Commission that the provisions of this Ordinance shall be codified; and 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; sections of this Ordinance may be renumbered or re lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his or her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

7. **EFFECTIVE DATE.** This ordinance shall take effect immediately after second reading.

INTRODUCED AND PASSED on first reading at a regular meeting of the Town Commission of the Town of Dundee held this 14th day of November, 2023.

PASSED AND ADOPTED on second reading/public hearing at the meeting of the Town Commission of the Town of Dundee assembled on the 12th day of December, 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT "A"
Ordinance 23-15
Annexation Petition



EXHIBIT A

Town of Dundee

201 Center Street PO Box 1000 Dundee, Florida 33838 (863) 419-3114 Fax (863) 419-3186 Suncom 515-9950

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 with metes and bounds description of subject property certified to the Town of Dundee along with an aerial photograph and location map**

Name of Property Owner: Town of Dundee
Mailing Address: PO Box 1000, Dundee, FL 33838 Phone: 863-438-8330
Name of Representative, if applicable: N/A
Mailing Address: N/A Phone: N/A
Reason for Request: Town responsible for maintenance.

Property Identification

Property Address or General Location: All of Welsh Road from SR 17 (US 27A) West and North to SR 17 (US 27A)
Present Use of the Property: Unopened ROW
Existing Structures Located on the Site: None
Total Acreage: None Number of Residents on Site: None
Assessed Property Value: None Taxable Value: None
Legal Description of the Property: See attached Deed
Section: 34 Township: 28 South Range: 27 East
Subdivision: N/A
Parcel I.D.#: N/A

Planning and Zoning Information

Present County Future Land Use Designation: N/A
Requested City Zoning Classification: N/A
Requested City Future Land Use Designation: N/A

Note: Unless specific land use and zoning designations are requested, the City 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.)

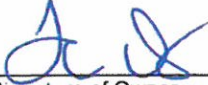
Date Received: _____ Received By: _____
Hearing Date: _____ File Number: _____

OWNER'S SIGNATURE PAGE

(I) (We), Tandra Davis for the Town of Dundee 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
Tandra Davis for the Town of Dundee
Printed Name of Owner

N/A
Signature of Owner
N/A
Printed Name of Owner

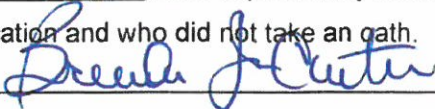
N/A
Signature of Owner
N/A
Printed Name of Owner

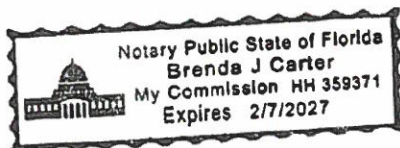
N/A
Signature of Owner
N/A
Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 4 day of October, 2023, by TANDRA DAVIS, 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

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), N/A being duly sworn, depose and say that (I) (we) serve as _____ for the owner(s)
(agent or lessee)

in making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this capacity.

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

AGENT, LESSEE, OR BUYER(S)

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

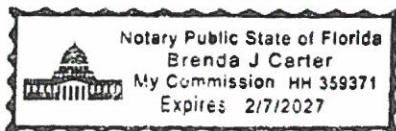
Signature of Agent, Lessee, or Buyer(s)

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 4 day of October, 2023, by TANDRA DAVIS, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



[Signature]
Notary Public
Notarial Seal and Commission
Expiration Date



Town of Dundee

Voluntary Annexation Application

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

FINANCIAL RESPONSIBILITY FORM

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

Name: Tandra Davis Title: Town Manager

Company: Town of Dundee

Company Address: 202 E. Main Street

City/State/Zip Code: Dundee FL 33838

Telephone Number: 863-438-8330

Email Address: tdavis@townofdundee.com

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

1. Signed this 4 day of October, 2023.

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

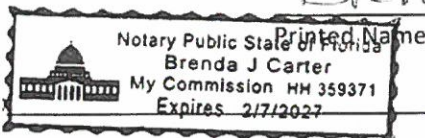
STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4 day of October, 2023 by, as, on its behalf, who is personally known to me or who has produced known to me as identification.

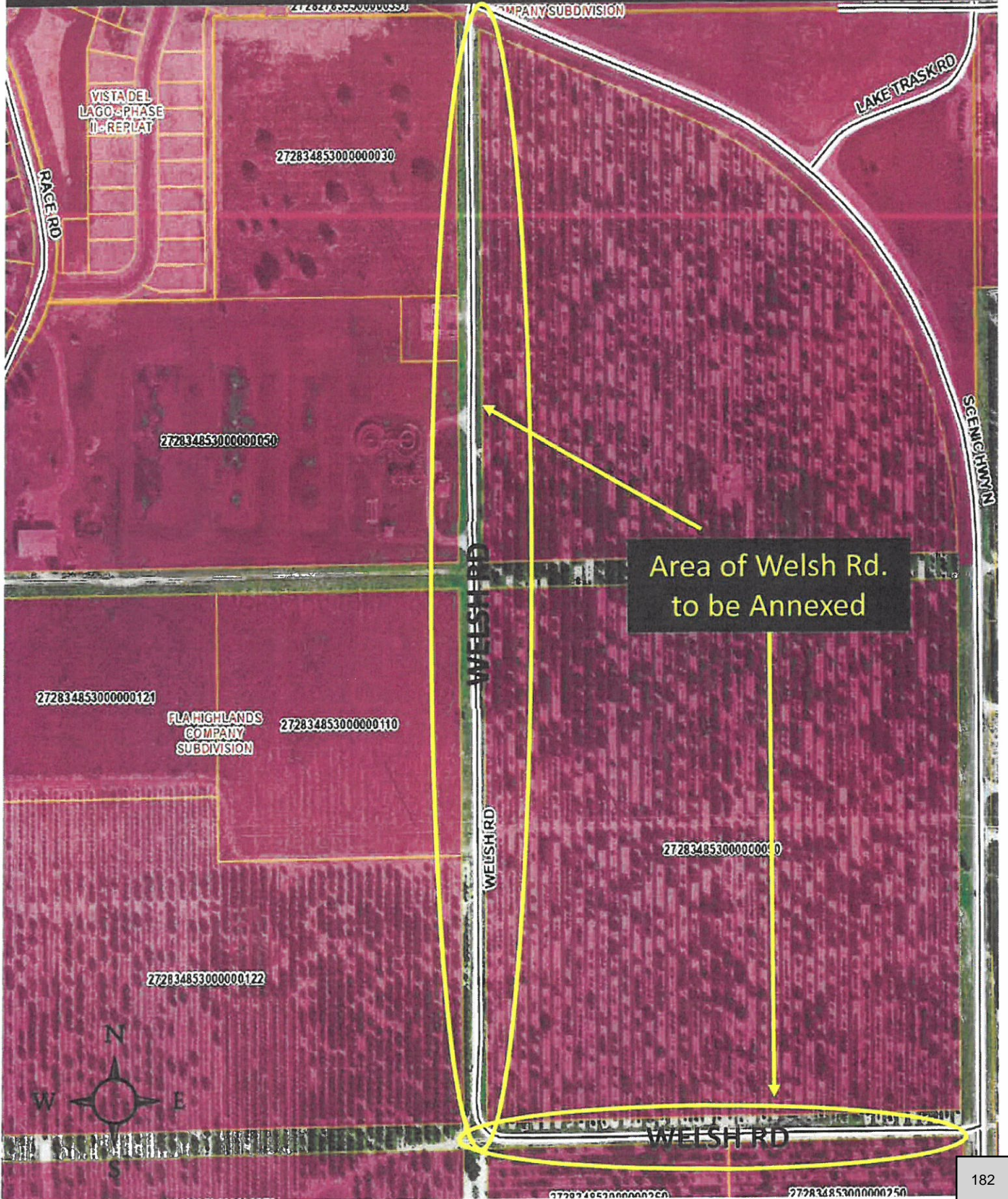
Brenda J Carter
Notary Public, State of Florida

Brenda J Carter



My commission expires

TOWN OF DUNDEE WELSH ROAD VOLUNTARY ANNEXATION AERIAL MAP



TOWN OF DUNDEE WLSH ROAD VOLUNTARY ANNEXATION LOCATION MAP

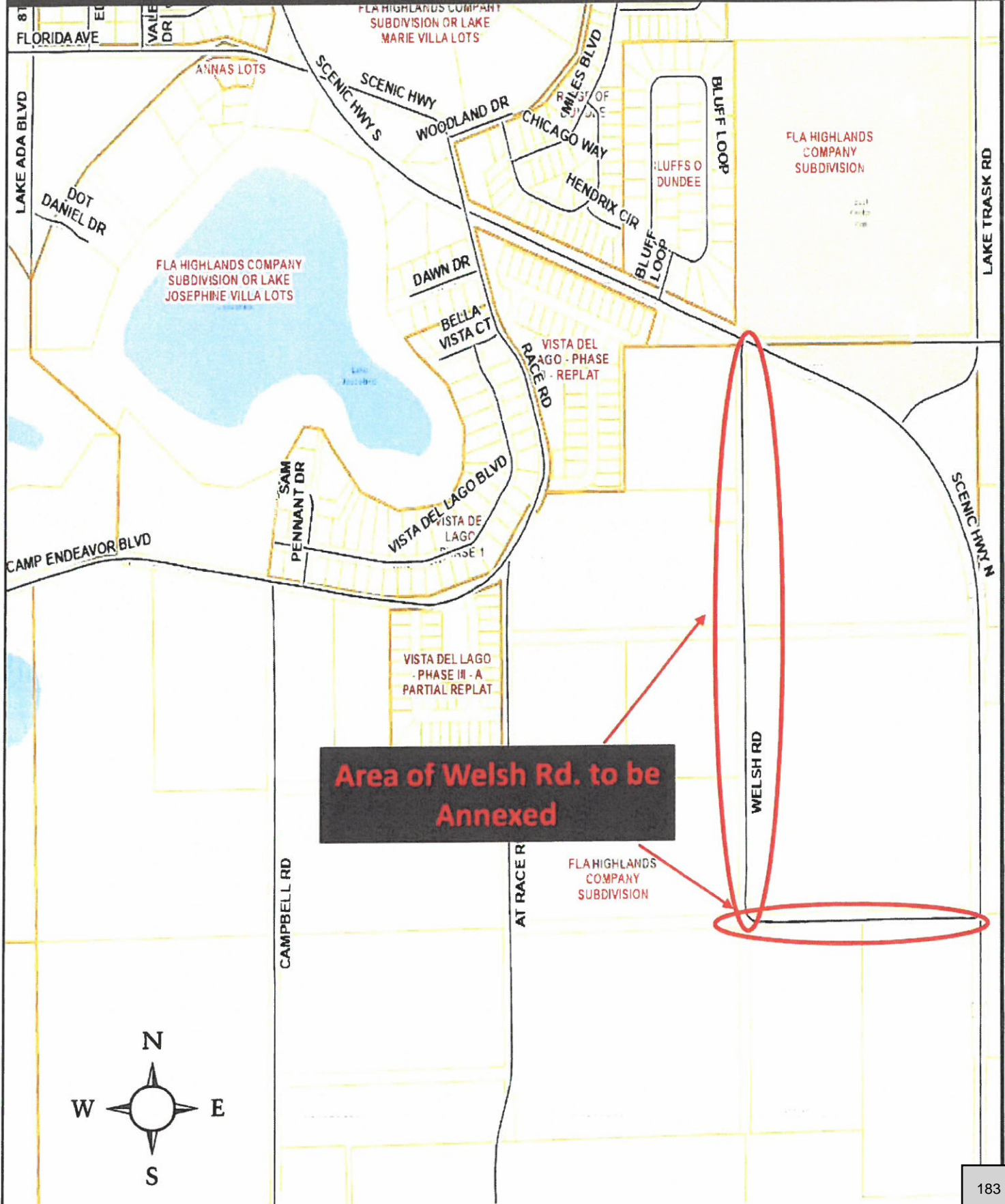


EXHIBIT A

RESOLUTION NO. 22-17

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF THAT CERTAIN REAL PROPERTY FROM POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE COUNTY DEEDS EXECUTED AND DELIVERED BY POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE AND RECORDED ON FEBRUARY 17, 2022, IN OFFICIAL RECORDS BOOK 12123, PAGE 657; OFFICIAL RECORDS BOOK 12123, PAGE 663; OFFICIAL RECORDS BOOK 12123, PAGE 669; AND OFFICIAL RECORDS BOOK 12123, PAGE 675, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 15, 2022, the Town of Dundee, Florida and Polk County, Florida entered into certain Agreement(s) for Transfer of Public Roads (hereinafter collectively referred to as the "Agreements") approved by the Town of Dundee, Florida Town Commission which provided for the transfer of publicly platted unmaintained road that lies within and adjacent to the corporate limits of the Town of Dundee, Florida; and

WHEREAS, on February 17, 2022, Polk County, Florida delivered the Agreements and certain County Deed(s) for the real property more particularly described therein and attached hereto as Composite Exhibit "A" and incorporated herein by reference to the Town of Dundee, Florida; and

WHEREAS, said County Deed(s) were recorded on February 17, 2022, in Official Records Book 12123, Page 657; Official Records Book 12123, Page 663; Official Records Book 12123, Page 669; and Official Records Book 12123, Page 675 of the public records of Polk County, Florida.

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

1. The Town Commission of the Town of Dundee, Florida hereby affirmatively accepts from Polk County, Florida the conveyance of said real property described in the County Deed(s) delivered and recorded on February 17, 2022, in Official Records Book 12123, Page 657; Official Records Book

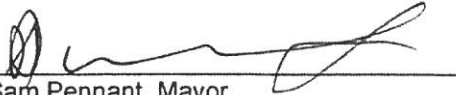
12123, Page 663; Official Records Book 12123, Page 669; and Official Records Book 12123, Page 675 of the public records of Polk County, Florida, a copy of which is attached hereto as Composite Exhibit "A" and incorporated herein by reference.

2. This Resolution shall take effect immediately upon passage.

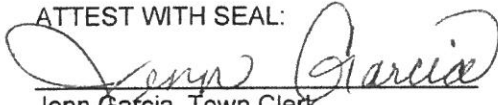
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 26th day of April, 2022.

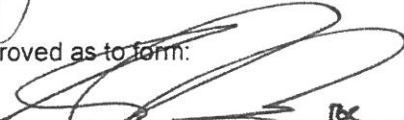
TOWN OF DUNDEE


Sam Pennant, Mayor

ATTEST WITH SEAL:


Jenn Garcia, Town Clerk

Approved as to form:


Frederick J. Murphy, Jr., Town Attorney

INSTR # 2022044890
BK 12123 Pgs 664-668 PG(s)5
RECORDED 02/17/2022 03:31:21 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$44.00
shakcamp

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF DUNDEE, FLORIDA

and

POLK COUNTY, FLORIDA

FOR ALL OF WELSH ROAD FROM SR 17 (US 27A) WEST AND NORTH TO SR 17(US 27A) IN DUNDEE, FLORIDA.

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

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

WITNESSETH

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

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

WHEREAS, TOWN has requested, and POLK has agreed to the transfer of Welsh Road from SR 17 (US 27A) west and north to SR 17 (US 27A), (ROAD) in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

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

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

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

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

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

All of Welsh Road from SR 17 (US 27A) west and north to SR 17 (US 27A). Including, but not limited to those parts of the rights-of-ways for Welsh Road that lie within the above-described corridor, as depicted, or described in the following document: All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 2, 7, 10, 23, east of Lots 3, 6, 11, 22, north of Lots 25, 26 and south of Lots 23 and 24 as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor. All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

SECTION 3: Transfer and acceptance of roads

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

SECTION 4: Liability for torts

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

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of

the Town's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of public roads

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

SECTION 6: Amendments

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

SECTION 7: Severability

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

SECTION 8: Term

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

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

ATTEST:

TOWN OF DUNDEE

By: Jenn Garcia
Jenn Garcia, Town Clerk

By: Sam Pennant
Sam Pennant, Mayor

This 25 day of January 2022

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

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: Alison Holland
Deputy Clerk

Dr. Martha Santiago
Dr. Martha Santiago, Chair

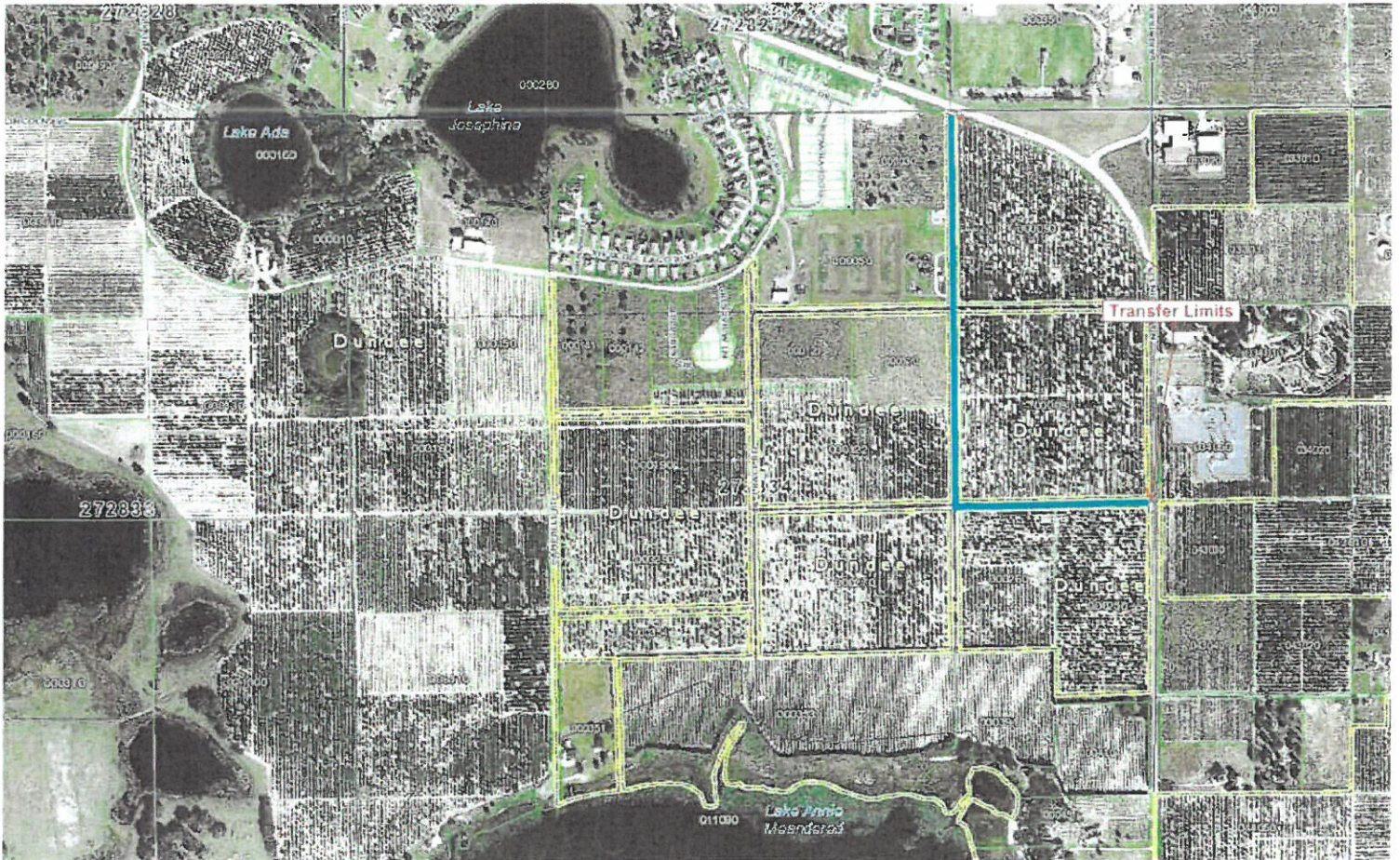
This 15th day of February, 2022

Reviewed as to form and legality

C. Robert W. Van
County Attorney



0.54



ATTACHMENT "A"

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



INSTR # 2022044891
BK 12123 Pg 669 PG(s)1
RECORDED 02/17/2022 03:31:21 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC \$0.70
RECORDING FEES \$10.00
RECORDED BY shakecamp

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

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

COUNTY DEED

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

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

All of Welsh Road from SR 17 (US 27A) west and north to SR 17 (US 27A). Including, but not limited to those parts of the rights-of-ways for Welsh Road that lie within the above-described corridor, as depicted, or described in the following document:

All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 2, 7, 10, 23, east of Lots 3, 6, 11, 22, north of Lots 25, 26 and south of Lots 23 and 24 as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor.

All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

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

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

ATTEST:

GRANTOR:

**Stacy M. Butterfield
Clerk to the Board**

Polk County, Florida

By: *Alison Holland*
Deputy Clerk

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

(Seal)



P54

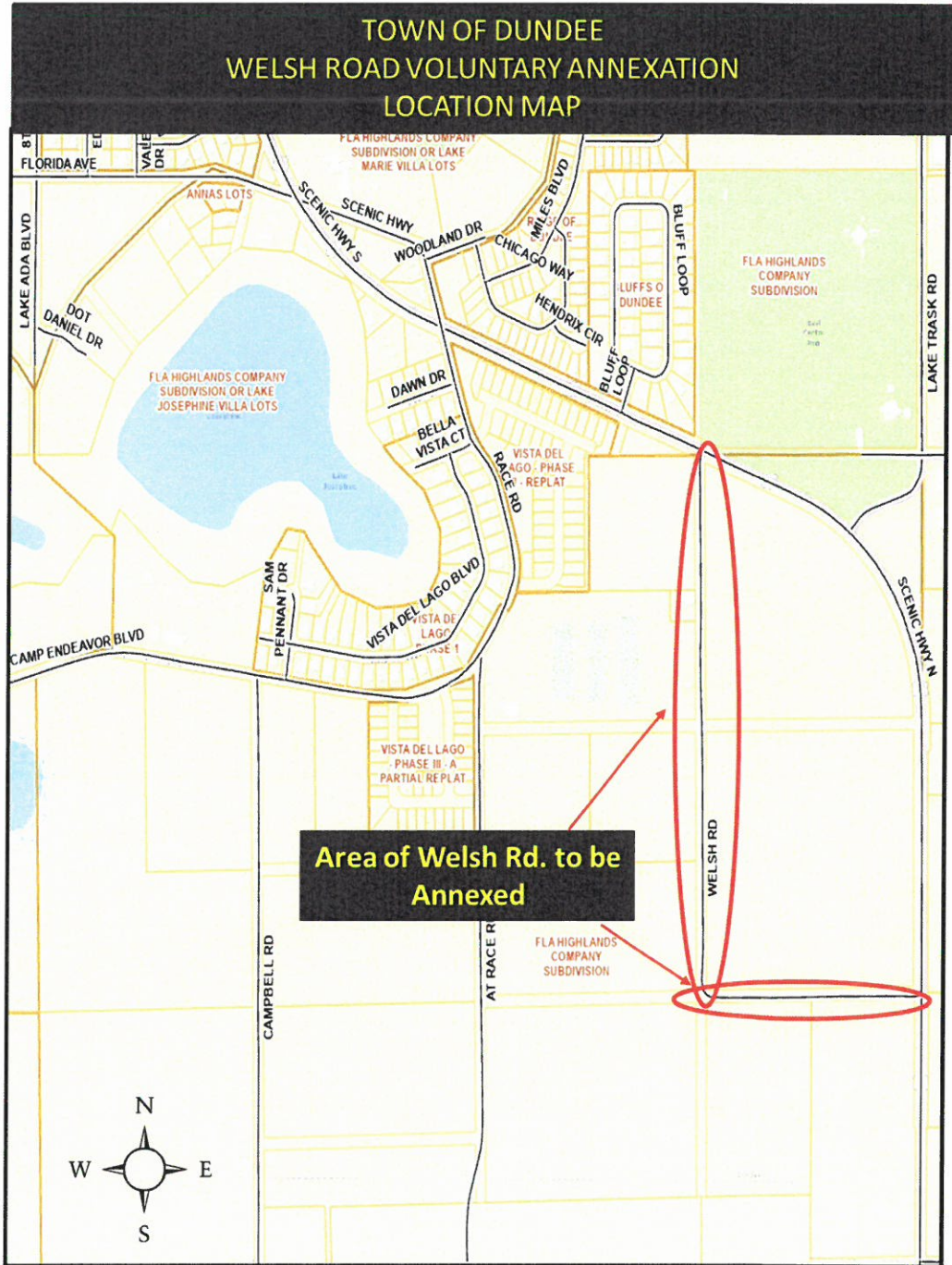
COMPOSITE EXHIBIT "B"
Ordinance No. 23-15
Legal Description

All of Welsh Road from SR 17 (US 27A) west and north to SR 17 (US 27A). Including, but not limited to those parts of the rights-of-ways for Welsh Road that lie within the above-described corridor, as depicted, or described in the following document:

All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 2, 7, 10, 23, east of Lots 3, 6, 11, 22, north of Lots 25, 26 and south of Lots 23 and 24 as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor.

All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

COMPOSITE EXHIBIT "B"
Ordinance No. 23-15
Location Map





TOWN COMMISSION MEETING

November 14, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** ORDINANCE 23-16, AT RACE ROAD RIGHT-OF WAY VOLUNTARY ANNEXATION
- SUBJECT:** The Town Commission will hear the 1st reading (transmittal hearing) of Ordinance 23-16
- STAFF ANALYSIS:** This is a petition by the Town of Dundee for the voluntary annexation for Welsh Road right-of-way. The general location: for all of AT Race Road from the vacated portion north of Lake Annie, north to Camp Endeavor Boulevard in Polk County, Florida.
- FISCAL IMPACT:** No Fiscal Impact
- STAFF RECOMMENDATION:** Staff recommends approval of Ordinance 23-16
- ATTACHMENTS:** Staff Report
Ordinance 23-16



TOWN OF DUNDEE

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson, Development Director

AGENDA DATE: November 14, 2023

REQUESTED ACTION: Ordinance 23-16
 The Town Commission will consider the first reading of Ordinance 23-16, AT Race Road Right-of-Way Voluntary Annexation.

STAFF ANALYSIS:

The Town of Dundee has placed a petition for the voluntary annexation of AT Race Road right-of-way.

The general location of the proposed right-of-way to be annexed is all of AT Race Road from the vacated portion North of Lake Annie, North to Camp Endeavor Boulevard in Dundee, Florida. More particularly described herein as all lying and being in Section 34, Township 28 South, Range 27 East, Polk County, Florida.



The proposed Ordinance 23-16 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 12, 2023.

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

<p>Northwest Town of Dundee RSF-1 Low Density Single Family Residential</p>	<p>North Polk County Public Institutional & RSF-1 Low Density Single Family Residential</p>	<p>Northeast Polk County Public Institutional</p>
<p>West Town of Dundee RSF-1 Low Density RSF-2 Moderate Density Single Family Residential</p>	<p>Subject Right-of-Way A T Race Road</p>	<p>East Polk County RSF -2 & RSF -3 Moderate Density Single Family Residential</p>
<p>Southwest Polk County Citrus Groves</p>	<p>South Polk County Citrus Groves</p>	<p>Southeast Polk County RSF-2 Moderate Density Single Family Residential</p>

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

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 23-16

Attachments:

Ordinance 23-16

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SPACE FOR RECORDING

ORDINANCE NO.: 23-16

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: FOR ALL OF AT RACE ROAD FROM VACATED PORTION NORTH OF LAKE ANNIE, NORTH TO CAMP ENDEAVOR BOULEVARD IN POLK COUNTY, FLORIDA).

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

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

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

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

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

2. Pursuant to Section 171.044 of the Florida Statutes, the Town Commission

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

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

3. All ordinances in conflict herewith are hereby repealed.

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

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

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

INTRODUCED on first reading this 14th day of November 2023.

PASSED on second reading this 12th day of December 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

INTERIM TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT "A"
To Ordinance 23-16
Annexation Petition



Town of Dundee

201 Center Street PO Box 1000 Dundee, Florida 33838 (863) 419-3114 Fax (863) 419-3186 Suncom 515-9950

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 with metes and bounds description of subject property certified to the Town of Dundee along with an aerial photograph and location map**

Name of Property Owner: Town of Dundee
Mailing Address: PO Box 1000, Dundee, FL 33838 Phone: 863-438-8330
Name of Representative, if applicable: N/A
Mailing Address: N/A Phone: N/A
Reason for Request: Town responsible for maintenance.

Property Identification

Property Address or General Location: All of AT Race Road from vacated portion north of Lake Annie, north to Camp Endeavor Boulevard
Present Use of the Property: Unopened ROW
Existing Structures Located on the Site: None
Total Acreage: None Number of Residents on Site: None
Assessed Property Value: None Taxable Value: None
Legal Description of the Property: See attached Deed
Section: 34 Township: 28 South Range: 27 East
Subdivision: N/A
Parcel I.D.#: N/A

Planning and Zoning Information

Present County Future Land Use Designation: N/A
Requested City Zoning Classification: N/A
Requested City Future Land Use Designation: N/A

Note: Unless specific land use and zoning designations are requested, the City 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: _____
Hearing Date: _____ File Number: _____

OWNER'S SIGNATURE PAGE

(I) (We), Tandra Davis for the Town of Dundee 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
Tandra Davis for the Town of Dundee
Printed Name of Owner

N/A
Signature of Owner
N/A
Printed Name of Owner

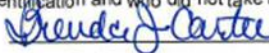
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Signature of Owner
N/A
Printed Name of Owner

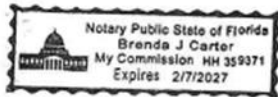
N/A
Signature of Owner
N/A
Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 4 day of October, 2023, by Tandra Davis, 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



AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

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

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

AGENT, LESSEE, OR BUYER(S)

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

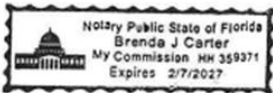
Signature of Agent, Lessee, or Buyer(s)

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 4 day of October, 2023, by Tandra Davis, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



[Signature]

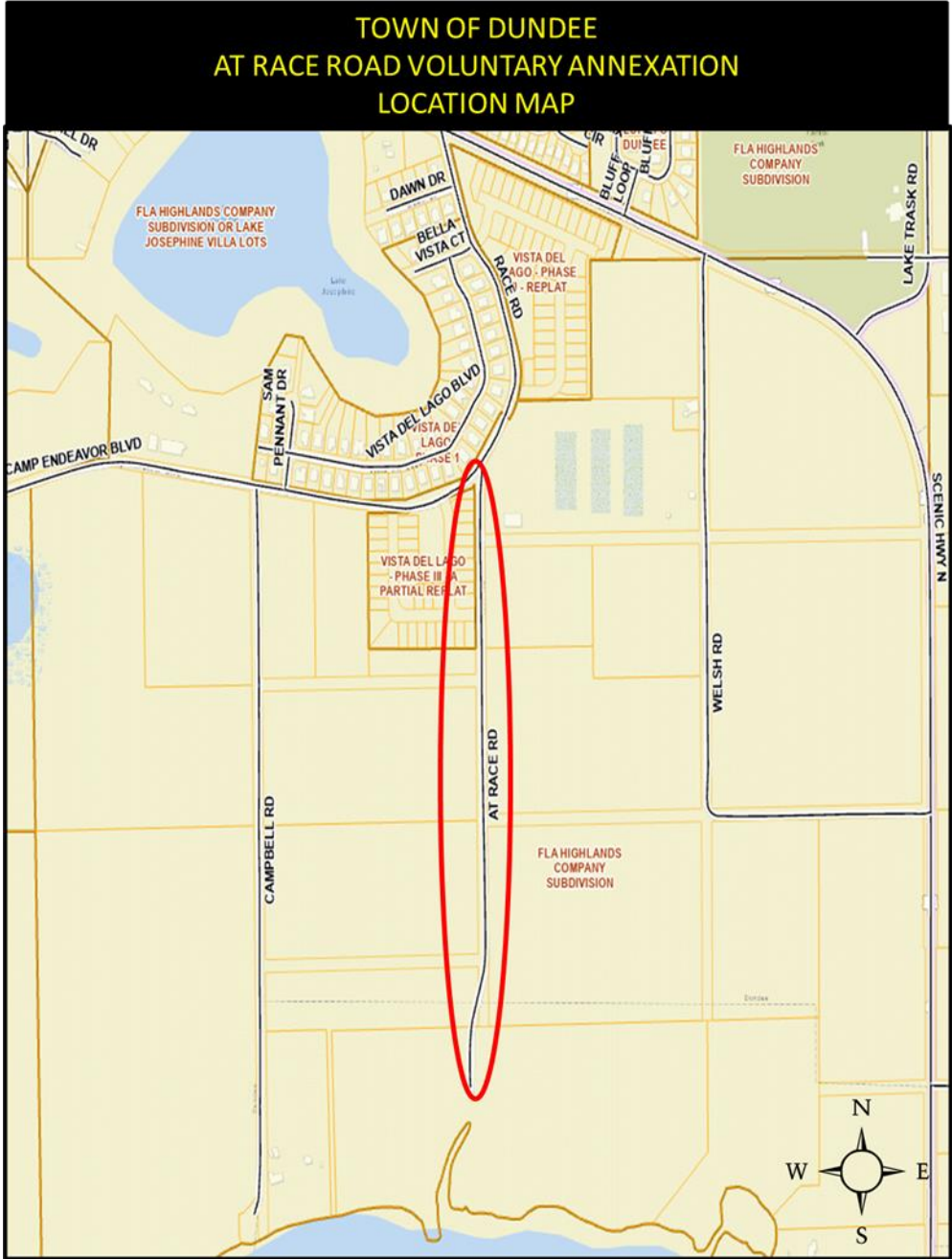
Notary Public
Notarial Seal and Commission
Expiration Date

**COMPOSITE EXHIBIT "B"
to Ordinance No. 23-16
Legal Description**

All of A T Race Road from Vacated Portion north of Lake Annie north to Camp Endeavor Boulevard. Including, but not limited to those parts of the rights-of-ways for A T Race Road that lie within the above-described corridor, as depicted, or described in the following document: All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 5, 12, 21, 28, 37 less vacated portion, and east of Lots 13, 20, 29 and 36 less vacated portion as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor.

All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

COMPOSITE EXHIBIT "B"
to Ordinance No. 23-16
Location Map



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SPACE FOR RECORDING

ORDINANCE NO.: 23-16

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; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: FOR ALL OF AT RACE ROAD FROM VACATED PORTION NORTH OF LAKE ANNIE, NORTH TO CAMP ENDEAVOR BOULEVARD, DUNDEE, FLORIDA).

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

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

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

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

1. **RECITALS.** The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for the passage of this Ordinance.

2. **ANNEXATION PETITION.** A petition has been filed to integrate territory into the Town of Dundee, Florida, as attached hereto as **Composite Exhibit “A”** and made a part hereof by reference.

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

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 unless such repeal is explicitly set forth herein.

5. **SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

6. **ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS AND CODIFICATION.** It is the intention of the Town Commission that the provisions of this Ordinance shall be codified; and 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; sections of this Ordinance may be renumbered or re lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his or her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

7. **EFFECTIVE DATE.** This ordinance shall take effect immediately after second reading.

INTRODUCED AND PASSED on first reading at a regular meeting of the Town Commission of the Town of Dundee held this 14th day of November, 2023.

PASSED AND ADOPTED on second reading/public hearing at the meeting of the Town Commission of the Town of Dundee assembled on the 12th day of December, 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

COMPOSITE EXHIBIT "A"
Ordinance 23-16
Annexation Petition

EXHIBIT A



Town of Dundee

201 Center Street PO Box 1000 Dundee, Florida 33838 (863) 419-3114 Fax (863) 419-3186 Suncom 515-9950

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 with metes and bounds description of subject property certified to the Town of Dundee along with an aerial photograph and location map**

Name of Property Owner: Town of Dundee
Mailing Address: PO Box 1000, Dundee, FL 33838 Phone: 863-438-8330
Name of Representative, if applicable: N/A
Mailing Address: N/A Phone: N/A
Reason for Request: Town responsible for maintenance.

Property Identification

Property Address or General Location: All of AT Race Road from vacated portion north of Lake Annie, north to Camp Endeavor Boulevard
Present Use of the Property: Unopened ROW
Existing Structures Located on the Site: None
Total Acreage: None Number of Residents on Site: None
Assessed Property Value: None Taxable Value: None
Legal Description of the Property: See attached Deed
Section: 34 Township: 28 South Range: 27 East
Subdivision: N/A
Parcel I.D.#: N/A

Planning and Zoning Information

Present County Future Land Use Designation: N/A
Requested City Zoning Classification: N/A
Requested City Future Land Use Designation: N/A

Note: Unless specific land use and zoning designations are requested, the City 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.)

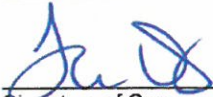
Date Received: _____ Received By: _____
Hearing Date: _____ File Number: _____

OWNER'S SIGNATURE PAGE

(I) (We), Tandra Davis for the Town of Dundee 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
Tandra Davis for the Town of Dundee

Printed Name of Owner

N/A

Signature of Owner
N/A

Printed Name of Owner

N/A

Signature of Owner
N/A

Printed Name of Owner

N/A

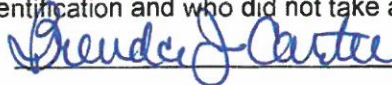
Signature of Owner
N/A

Printed Name of Owner

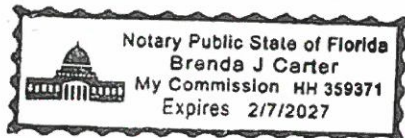
STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 4 day of October, 2023, by Tandra Davis, 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



AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), N/A being
duly sworn, depose and say that (I) (we) serve as _____ for the owner(s)
(agent or lessee)

in making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this
capacity.

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

AGENT, LESSEE, OR BUYER(S)

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

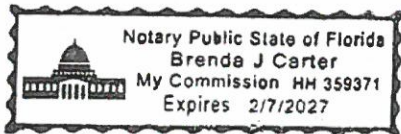
Signature of Agent, Lessee, or Buyer(s)

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 4 day of October,
2023, by Tandra Davis, who is personally known
to me or who has produced a driver's license as identification and who did not take an oath.



[Signature]

Notary Public
Notarial Seal and Commission
Expiration Date



Town of Dundee

Voluntary Annexation Application

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

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), _____ being duly sworn, depose and say that (I) (we) serve as _____ 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)	Signature of Agent, Lessee, or Buyer(s)

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

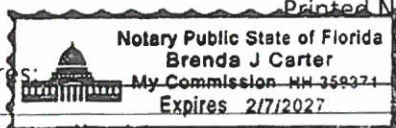
STATE OF FLORIDA
COUNTY OF POLK

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4 day of October, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Printed Name Brenda J Carter



My commission expires:



Town of Dundee

Voluntary Annexation Application

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

FINANCIAL RESPONSIBILITY FORM

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

Name: Tandra Davis Title: Town Manager
Company: Town of Dundee
Company Address: 202 E. Main Street, Dundee FL. 33838

City/State/Zip Code: Dundee FL 33838

Telephone Number: 863-438-8330

Email Address: tdavis@townofdundee.com

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

1. Signed this 4 day of October, 2023.

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

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4 day of October, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public, State of Florida

Brenda J Carter

My commission expires _____
Notary Public State of Florida
Brenda J Carter
My Commission HH 359371
Expires 2/7/2027



Voluntary Annexation Application Checklist

Requirements as set out in Florida Statutes 171.044

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

What is this checklist?

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

How should this checklist be used?

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

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

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

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

Applicant

Date

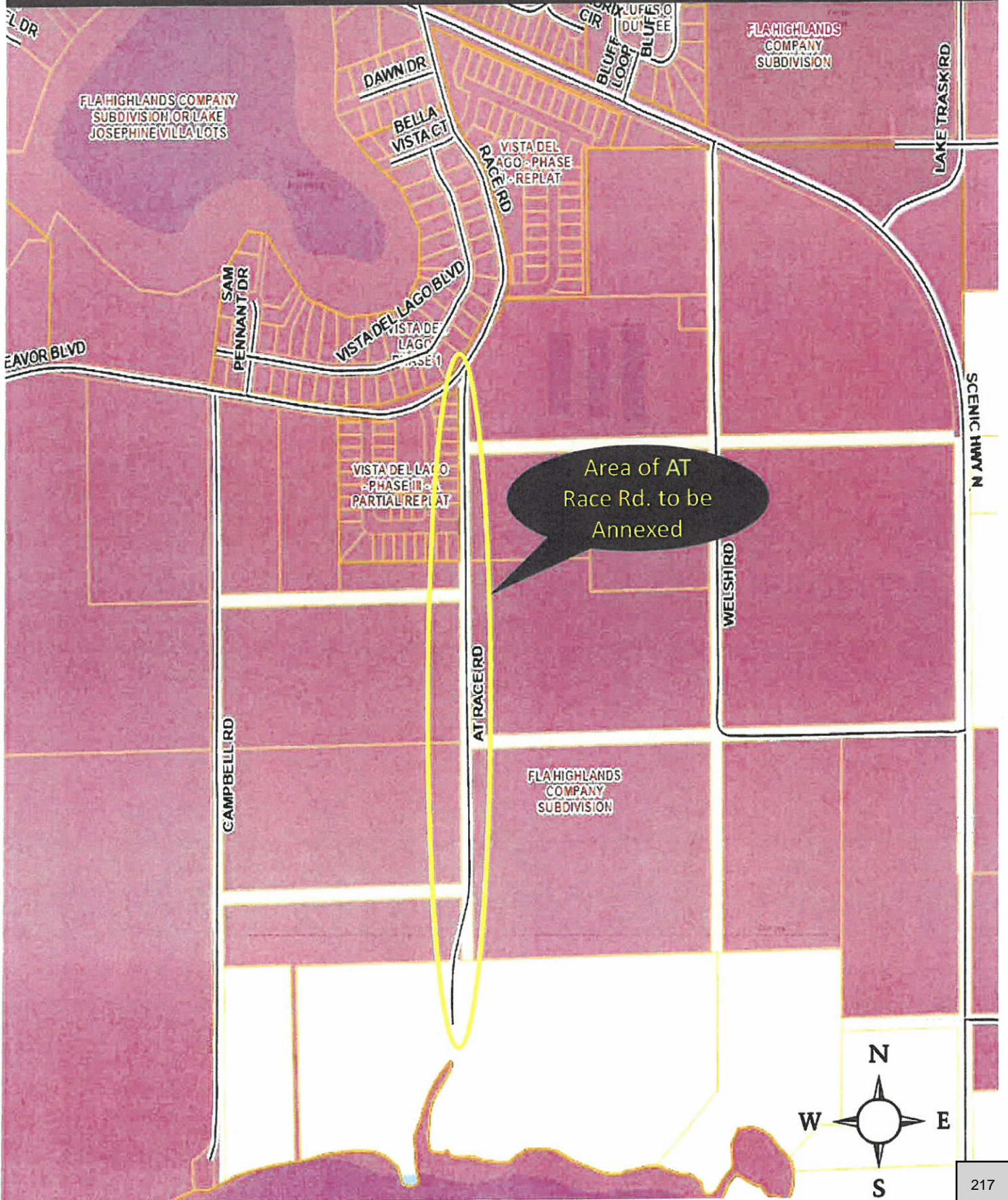


Voluntary Annexation Application Checklist

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

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

TOWN OF DUNDEE AT RACE ROAD VOLUNTARY ANNEXATION AERIAL MAP



TOWN OF DUNDEE AT RACE ROAD VOLUNTARY ANNEXATION LOCATION MAP

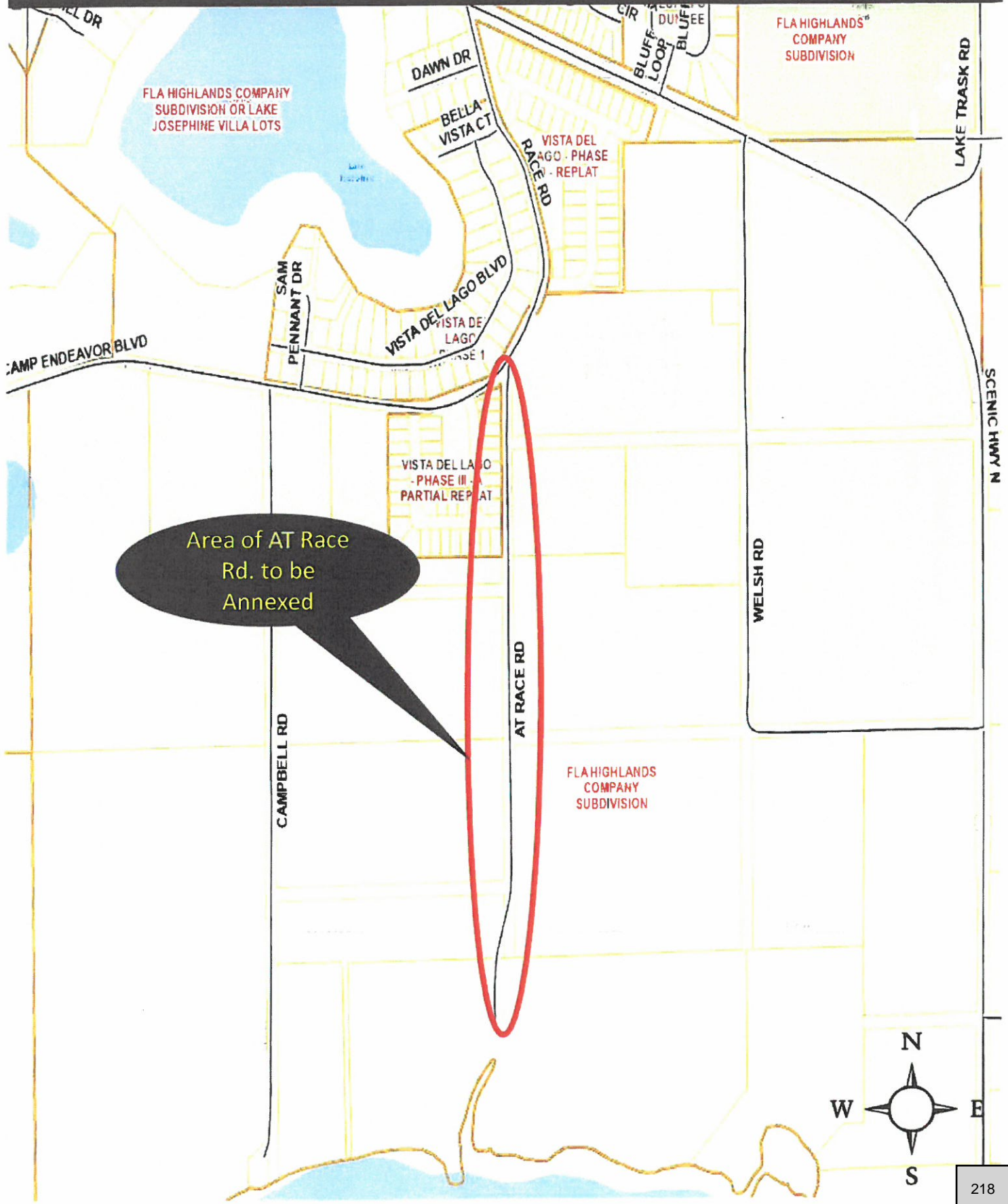


EXHIBIT A

RESOLUTION NO. 22-17

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF THAT CERTAIN REAL PROPERTY FROM POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE COUNTY DEEDS EXECUTED AND DELIVERED BY POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE AND RECORDED ON FEBRUARY 17, 2022, IN OFFICIAL RECORDS BOOK 12123, PAGE 657; OFFICIAL RECORDS BOOK 12123, PAGE 663; OFFICIAL RECORDS BOOK 12123, PAGE 669; AND OFFICIAL RECORDS BOOK 12123, PAGE 675, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 15, 2022, the Town of Dundee, Florida and Polk County, Florida entered into certain Agreement(s) for Transfer of Public Roads (hereinafter collectively referred to as the "Agreements") approved by the Town of Dundee, Florida Town Commission which provided for the transfer of publicly platted unmaintained road that lies within and adjacent to the corporate limits of the Town of Dundee, Florida; and

WHEREAS, on February 17, 2022, Polk County, Florida delivered the Agreements and certain County Deed(s) for the real property more particularly described therein and attached hereto as Composite Exhibit "A" and incorporated herein by reference to the Town of Dundee, Florida; and

WHEREAS, said County Deed(s) were recorded on February 17, 2022, in Official Records Book 12123, Page 657; Official Records Book 12123, Page 663; Official Records Book 12123, Page 669; and Official Records Book 12123, Page 675 of the public records of Polk County, Florida.

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

1. The Town Commission of the Town of Dundee, Florida hereby affirmatively accepts from Polk County, Florida the conveyance of said real property described in the County Deed(s) delivered and recorded on February 17, 2022, in Official Records Book 12123, Page 657; Official Records Book

12123, Page 663; Official Records Book 12123, Page 669; and Official Records Book 12123, Page 675 of the public records of Polk County, Florida, a copy of which is attached hereto as Composite Exhibit "A" and incorporated herein by reference.

2. This Resolution shall take effect immediately upon passage.

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

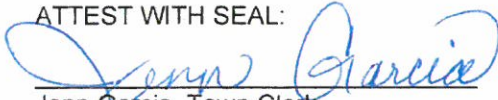
INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 26th day of April, 2022.

TOWN OF DUNDEE



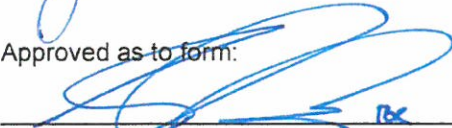
Sam Pennant, Mayor

ATTEST WITH SEAL:



Jenn Garcia, Town Clerk

Approved as to form:



Frederick J. Murphy, Jr., Town Attorney

INSTR # 2022044892
BK 12123 Pgs 670-674 PG(s)5
RECORDED 02/17/2022 03:31:21 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$44.00
RECORDED BY shakcamp

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF DUNDEE, FLORIDA

and

POLK COUNTY, FLORIDA

FOR ALL OF A T RACE ROAD FROM VACATED PORTION NORTH OF LAKE ANNIE, NORTH TO CAMP ENDEAVOR BOULEVARD IN DUNDEE, FLORIDA.

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

WITNESSETH

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

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

WHEREAS, TOWN has requested, and POLK has agreed to the transfer of A T Race Road from Vacated Portion north of Lake Annie, north to Camp Endeavor Boulevard, (ROAD) in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

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

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

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

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

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

All of A T Race Road from Vacated Portion north of Lake Annie north to Camp Endeavor Boulevard. Including, but not limited to those parts of the rights-of-ways for A T Race Road that lie within the above-described corridor, as depicted, or described in the following document: All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 5, 12, 21, 28, 37 less vacated portion, and east of Lots 13, 20, 29 and 36 less vacated portion as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor. All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

SECTION 3: Transfer and acceptance of roads

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

SECTION 4: Liability for torts

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

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

SECTION 5: Costs of transfer of public roads

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

SECTION 6: Amendments

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

SECTION 7: Severability

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

SECTION 8: Term

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

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

ATTEST:

TOWN OF DUNDEE

By: Jenn Garcia
Jenn Garcia, Town Clerk

By: Sam Pennant
Sam Pennant, Mayor

This 25 day of January, 2022

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

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: Allison Holland
Deputy Clerk

Martha Santiago
Dr. Martha Santiago, Chair

This 15th day of February, 2022

Reviewed as to form and legality

Rigoberto W. Van
County Attorney



P.54



INSTR # 2022044893
BK 12123 Pg 675 PG(s)1
RECORDED 02/17/2022 03:31:21 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC #0.70
RECORDING FEES \$10.00
RECORDED BY shakcamp

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

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

COUNTY DEED

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

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

All of A T Race Road from Vacated Portion north of Lake Annie north to Camp Endeavor Boulevard. Including, but not limited to those parts of the rights-of-ways for A T Race Road that lie within the above-described corridor, as depicted, or described in the following document: All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 5, 12, 21, 28, 37 less vacated portion, and east of Lots 13, 20, 29 and 36 less vacated portion as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor.

All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

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

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

ATTEST:

GRANTOR:

**Stacy M. Butterfield
Clerk to the Board**

Polk County, Florida

By: *Alison Holland*
Deputy Clerk

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

(Seal)



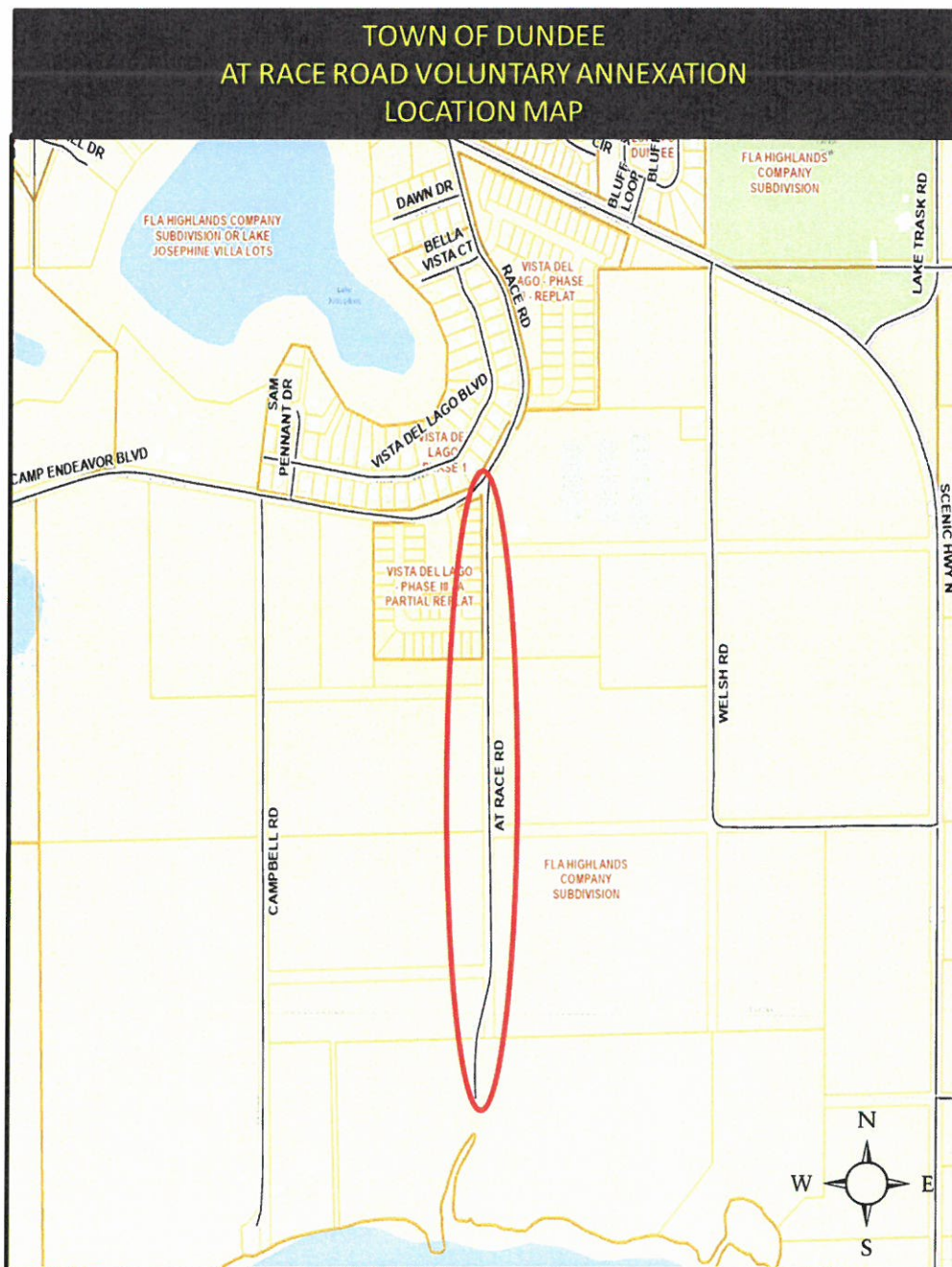
P.54

COMPOSITE EXHIBIT "B"
Ordinance No. 23-16
Legal Description

All of A T Race Road from Vacated Portion north of Lake Annie north to Camp Endeavor Boulevard. Including, but not limited to those parts of the rights-of-ways for A T Race Road that lie within the above-described corridor, as depicted, or described in the following document: All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 5, 12, 21, 28, 37 less vacated portion, and east of Lots 13, 20, 29 and 36 less vacated portion as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor.

All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

COMPOSITE EXHIBIT "B"
Ordinance No. 23-16
Location Map





TOWN COMMISSION MEETING

November 14, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** ORDINANCE 23-17, CHARTER AMMENDMENT
- SUBJECT:** Town Commission will consider Ordinance 23-17
- STAFF ANALYSIS:** The Town of Dundee will consider Ordinance 23-17 to propose text amendments to the charter of the Town of Dundee that will have a general application throughout the charter of the Town of Dundee and the Code of Ordinance of the Town of Dundee in reference to the Town to City of Dundee.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Approval of Ordinance 23-17
- ATTACHMENTS:** Ordinance 23-17

ORDINANCE NO. 23-17

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, PROPOSING TEXTUAL AMENDMENTS TO THE CHARTER OF THE TOWN OF DUNDEE AND CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA THAT WILL HAVE GENERAL APPLICATION THROUGHOUT THE CHARTER OF THE TOWN OF DUNDEE AND CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA, AMENDING ANY REFERENCE TO TOWN TO CITY AND TOWN COMMISSIONER TO CITY COMMISSIONER; PROVIDING UPON FINAL PASSAGE OF THE ORDINANCE BY THE TOWN COMMISSION FOR THE PROPOSED AMENDMENTS TO BE PLACED ON THE BALLOT AT THE NEXT REGULAR ELECTION OR SPECIAL ELECTION CALLED FOR SUCH PURPOSE FOR A VOTE OF THE VOTERS OF THE TOWN OF DUNDEE, FLORIDA; AND PROVIDING FOR SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVNER'S ERRORS, REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE UPON FINAL PASSAGE.

WHEREAS, Section 166.031 of the Florida Statutes permits the amendment of any part or all of the Charter of the Town of Dundee, Florida by initiation of an Ordinance by the Town Commission; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that it would be advantageous to refer to the *Town* as *City* and *Town Commissioner* as *City Commissioner*, and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds it in the best interests of its citizens to initiate an ordinance proposing textual amendments that will have general application throughout the Charter and Code of Ordinances of the Town of Dundee to amend any reference to *Town* to *City* and *Town Commissioner* to *City Commissioner*.

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

Section 1. This Ordinance consists of amendments to be read throughout the *Charter of the Town of Dundee* and *Code of Ordinances of the Town of Dundee, Florida*, with corresponding ballot title and ballot questions, to be submitted and proposed to the People of the Town of Dundee, Florida in referendum for approval, to wit:

Town. The word *Town* shall be amended to read *City*.

Town Commissioner. The word *Town Commissioner* shall be amended to read *City Commissioner*.

Section 2. The Town Commission factually finds that the proposed amendments and corresponding ballot title and questions required by § 5.03 of the *Charter of the Town of Dundee* and § 101.161(1), F.S. (2023), as stated in Section 3 of this Ordinance consists of a single subject.

Section 3. After final passage, the proposed amendments shall be placed on the ballot for a vote of the electors at the next general election April 2, 2024 held within the Town of Dundee or at a special election called for such purpose. This Ordinance shall take effect upon final passage subject to a vote of the electors referred to above. The ballot shall contain the following proposition:

Ballot Title and Language for Amendment:

ORDINANCE 23-17 PROPOSING TEXTUAL AMENDMENTS THAT WILL HAVE GENERAL APLICATION THROUGHTOUT THE CHARTER OF THE TOWN OF DUNDEE AND CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA, AMENDING TOWN TO CITY AND TOWN COMMISSIONER TO CITY COMMISSIONER.

SHALL THE ABOVE DESCRIBED AMENDMENT BE ADOPTED?

YES (FOR APPROVAL) _____

NO (AGAINST APPROVAL)_____

Section 4. Any existing Ordinances and/or Resolutions of the Town of Dundee, Florida in conflict with this Ordinance are repealed to the extent necessary to give this Ordinance full force and effect.

Section 5. If any provision or portion of this Ordinance is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining portions, provisions, and regulations of this Ordinance shall remain in full force and effect.

Section 6. Any scrivener’s error created as a result of the passage of this Ordinance may be corrected by the Town Manager, without further legislative action, so long as the intent of this Ordinance is preserved, by filing a revised copy thereof with the Town Clerk’s office marked “Revised” and the revision version number in the style of the Ordinance.

Section 7. After final passage of this Ordinance, the proposed amendments shall be placed on the ballot for a vote of the electors at the next general election and/or special election in April, 2024 held within the Town of Dundee. In accordance with § 166.031, F.S. (2023), the amendments proposed by this Ordinance in Section 3 shall take effect only upon the date of adoption of the amendment by a majority of the Town’s electors voting in a referendum election.

PASSED on First Reading at the Regular meeting of the Town Commission of the Town of Dundee, Florida this 14th day of November, 2023.

PASSED and adopted on Second Reading/Public Hearing at the Regular meeting of the Town Commission of the Town of Dundee, Florida this 12th day of December, 2023.

TOWN OF DUNDEE

Mayor – Sam Pennant

ATTEST:

Town Clerk – Trevor Douthat

APPROVED AS TO FORM:

Town Attorney – Frederick J. Murphy

AMENDMENT:

_____ **BY REFERENDUM ON** _____, **2024.**



TOWN COMMISSION MEETING

November 14, 2023 at 6:30 PM

AGENDA ITEM TITLE: RESOLUTION 23-29, FY 2022 – 2023 BUDGET AMENDMENT

SUBJECT: The Town Commission will consider approval of Resolution 23-29 amending the fiscal year 2022 – 2023 annual budget.

STAFF ANALYSIS: Resolution 23 - 29 amends the FY 2022 – 2023 annual budget’s general fund, impact fund and enterprise fund to provide adjustments in revenues and expenditures experienced during the year.

General Fund – Budgeted \$5,069,675 the spending was \$4,745,277.16 with an amended budget \$5,720,740.
Fire Fund – Budgeted \$751,372 the spending was \$654,405.36 with an amended budget \$760,050.
Enterprise Fund – No Amendment
Impact Fund – No Amendment

FISCAL IMPACT: No Fiscal Impact

STAFF RECOMMENDATION: Approval of Resolution 23- 29 for the FY 2022 – 2023 budget amendment.

ATTACHMENTS: Resolution 23-29
Exhibit A

RESOLUTION 23-29

**A RESOLUTION OF THE TOWN OF DUNDEE,
POLK COUNTY, FLORIDA, AMENDING FINAL
APPROPRIATION OF FUNDS FOR THE FISCAL
YEAR 2022 – 2023 BUDGET; PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, revenue and expenditure estimates are made prior to the beginning of each fiscal year, and

WHEREAS, events occur during each fiscal year which were not anticipated by the original estimates, and

WHEREAS, a change in circumstances regarding projected revenue and expenditures occurred making it appropriate to amend the Fiscal Year 2022 – 2023 budget, and

WHEREAS, each fund budget shall not exceed their appropriation per Florida Statute 166.241:

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

- 1. That the budget for the Fiscal Year 2022 - 2023 of the Town of Dundee is hereby amended as detailed on Exhibit "A" as attached hereto.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session, this 14th day of November 2023.

TOWN OF DUNDEE

Sam Pennant, Mayor

CLERKS ATTESTMENT:

TOWN SEAL

Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

Town Attorney

RESOLUTION 23-39
EXHIBIT A

Account Number	Description	FY 2023 Activity	FY 2023	FY 2023	Difference
			Amended Budget	Original Budget	
001-310-000	Taxes	0.00	\$ -	0.00	\$ -
001-311-000	Ad Valorem Taxes	2,399,368.77	2,400,000.00	2,351,413.00	\$ 48,587.00
001-311-100	Tangible Property Tax	0.00	0.00	0.00	\$ -
001-311-200	Real Estate Tax	0.00	0.00	0.00	\$ -
001-312-000	Sales, Use & Gas Taxes	0.00	0.00	0.00	\$ -
001-312-300	9th Cent Gas Tax	29,106.52	35,000.00	25,000.00	\$ 10,000.00
001-312-410	Local Option Gas Tax	143,297.34	179,000.00	152,492.00	\$ 26,508.00
001-312-420	New Local Option Gas Tax	100,272.46	113,000.00	96,630.00	\$ 16,370.00
001-312-600	Commercial Services Tax	0.00	0.00	0.00	\$ -
001-313-000	Franchise Fees	0.00	0.00	0.00	\$ -
001-313-100	Electric-Utility	453,661.36	527,360.00	385,000.00	\$ 142,360.00
001-313-300	Sanitation Franchise	0.00	0.00	0.00	\$ -
001-314-000	Utility Service Taxes	0.00	0.00	0.00	\$ -
001-314-100	Electric-Franchise	356,869.04	409,940.00	340,000.00	\$ 69,940.00
001-314-200	Telephone	0.00	0.00	0.00	\$ -
001-314-300	Water Utility Tax	81,768.23	102,000.00	0.00	\$ 102,000.00
001-314-400	Natural Gas	0.00	0.00	25.00	\$ (25.00)
001-314-800	Propane	5,814.54	6,200.00	6,200.00	\$ -
001-315-000	Communication Services Tax	140,231.89	154,000.00	146,977.00	\$ 7,023.00
001-320-000	Licenses and Permits	0.00	0.00	0.00	\$ -
001-321-000	Occupational Licenses	11,805.87	13,000.00	4,562.00	\$ 8,438.00
001-322-000	Building Permits	386,622.23	399,000.00	351,000.00	\$ 48,000.00
001-322-050	Building Permits (Breakout)	475.00	0.00	0.00	\$ -
001-322-100	State Reg Fee Bond	0.00	0.00	0.00	\$ -
001-323-000	Franchise Fees	0.00	0.00	0.00	\$ -
001-323-100	Electric	0.00	0.00	0.00	\$ -
001-323-200	Telephone	0.00	0.00	0.00	\$ -
001-323-300	Sanitation	0.00	0.00	0.00	\$ -

001-323-500	Cable Television	0.00	0.00	0.00	\$ -
001-325-201	Special Assessment - Fire	2,208.00	0.00	218,918.00	\$ (218,918.00)
001-329-000	Other Lic/Fees/Permits	0.00	0.00	0.00	\$ -
001-330-000	Intergovernmental Revenue	0.00	0.00	0.00	\$ -
001-331-000	Federal Grants	0.00	1,168.00	0.00	\$ 1,168.00
001-331-150	CDBG Grant	0.00	0.00	0.00	\$ -
001-331-200	DCA Grant	0.00	0.00	0.00	\$ -
001-331-600	Waste Tire Grant - BOCC	0.00	0.00	0.00	\$ -
001-331-700	Byrne Grant	0.00	0.00	0.00	\$ -
001-331-701	Dundee Police Block Grant	0.00	0.00	0.00	\$ -
001-331-702	Dept of Forestry Grant	0.00	0.00	0.00	\$ -
001-332-000	Other Financial Assistance-Federal	0.00	0.00	0.00	\$ -
001-334-000	State of Florida Grant Revenue	0.00	0.00	0.00	\$ -
001-334-100	Dundee Depot Grant	0.00	0.00	0.00	\$ -
001-334-200	Grant Money - FRDAP	0.00	0.00	0.00	\$ -
001-334-201	Century Grant	0.00	0.00	0.00	\$ -
001-334-300	Lake Menzies Grant	0.00	0.00	0.00	\$ -
001-334-400	Lake Marie Grant	0.00	0.00	0.00	\$ -
001-334-500	Merrill Park Grant	0.00	0.00	0.00	\$ -
001-334-600	Volunteer Fire Assistance Grant	0.00	0.00	0.00	\$ -
001-334-637	Community Center Phase I	0.00	0.00	0.00	\$ -
001-334-700	Safer Grant - FD	0.00	0.00	0.00	\$ -
001-334-701	Dundee Police Block Grant	0.00	0.00	0.00	\$ -
001-334-702	SRO Grant - PD	0.00	0.00	0.00	\$ -
001-334-703	BVP Program - PD	0.00	0.00	0.00	\$ -
001-334-704	Justice Assistance Grant - JAG	0.00	0.00	0.00	\$ -
001-334-705	DEO Grant	0.00	0.00	0.00	\$ -
001-334-800	Community Libraries in Caring	0.00	0.00	0.00	\$ -
001-334-900	Federal Grants-Fire Control		0.00	0.00	\$ -
001-335-000	State Shared Revenues	0.00	0.00	0.00	\$ -
001-335-110	Cigarette Tax	0.00	0.00	0.00	\$ -
001-335-121	SRS - Cigarette Tax	0.00	0.00	0.00	\$ -
001-335-122	SRS - Motor Fuel Tax	91,156.67	94,000.00	76,206.00	\$ 17,794.00
001-335-123	SRS - Sales Tax	212,699.13	220,000.00	177,813.00	\$ 42,187.00

001-335-140	Mobile Home Licenses	6,657.93	7,000.00	6,248.00	\$	752.00
001-335-150	Alcoholic Beverage Licenses	3,440.61	3,550.00	1,500.00	\$	2,050.00
001-335-180	Half-Cent Sales Tax	384,183.54	461,000.00	388,840.00	\$	72,160.00
001-335-190	Additional Fuel Tax	0.00	0.00	0.00	\$	-
001-337-000	Grants from Other Local Units	0.00	0.00	0.00	\$	-
001-337-100	Board of Examiners	0.00	0.00	0.00	\$	-
001-337-101	Town Square CDBG	0.00	0.00	0.00	\$	-
001-337-102	North Eighth Street CDBG	0.00	0.00	0.00	\$	-
001-337-103	Lincoln Avenue CDBG	0.00	0.00	0.00	\$	-
001-337-210	Tobacco Enforcement Revenue	0.00	0.00	0.00	\$	-
001-337-632	2003 CDBG	0.00	0.00	0.00	\$	-
001-337-700	Library Cooperative	33,172.11	34,170.00	25,500.00	\$	8,670.00
001-337-800	FRDAP Grant	0.00	0.00	0.00	\$	-
001-340-000	Charges for Services	0.00	0.00	0.00	\$	-
001-341-200	Zoning	3,488.61	11,000.00	11,000.00	\$	-
001-341-205	Land Development Fees	177,325.26	186,200.00	15,000.00	\$	171,200.00
001-341-210	Variance		0.00	0.00	\$	-
001-341-260	Site Plan Review	9,327.77	11,000.00	30,000.00	\$	(19,000.00)
001-341-261	Inspection Fees	0.00	0.00	0.00	\$	-
001-341-262	Lien Search Fees	4,061.52	4,270.00	4,000.00	\$	270.00
001-341-263	Notary Fees	658.00	1,000.00	1,000.00	\$	-
001-341-265	Construction Plan Review	963.18	1,100.00	0.00	\$	1,100.00
001-341-266	Development Consulting Charge	10,000.00	10,500.00	0.00	\$	10,500.00
001-341-300	Administrative Service Fees	17.00	1,000.00	25,595.00	\$	(24,595.00)
001-341-301	Public Records Request Fees	0.00	1,297.00	1,297.00	\$	-
001-341-901	Election Fee	0.00	250.00	250.00	\$	-
001-342-100	Dispatch Payments - Davenport	0.00	0.00	0.00	\$	-
001-342-200	Fire Contract with County	0.00	0.00	0.00	\$	-
001-342-300	SRO Supplement - PD	0.00	0.00	0.00	\$	-
001-343-910	Lot Mowing	0.00	0.00	0.00	\$	-
001-343-920	PD Special Detail - Town	0.00	0.00	0.00	\$	-
001-343-921	PD Special Detail - Officers	0.00	0.00	0.00	\$	-
001-344-100	Tower Rental	9,516.66	21,000.00	21,000.00	\$	-
001-344-901	State Highway Maint Agreement	0.00	24,185.00	24,185.00	\$	-

001-344-902	State Traf Sigl Maint Agreement	0.00	13,000.00	12,000.00	\$	1,000.00
001-347-000	Culture/Recreation Revenue	0.00	0.00	0.00	\$	-
001-347-200	Fees in Lieu of Land for Parks	0.00	0.00	0.00	\$	-
001-347-400	Program Activity Fees	0.00	0.00	0.00	\$	-
001-347-401	General Program Activity Fees	0.00	0.00	0.00	\$	-
001-347-433	Halloween	0.00	0.00	0.00	\$	-
001-347-440	Christmas Parade	0.00	0.00	0.00	\$	-
001-347-441	Chili Cookoff	0.00	0.00	0.00	\$	-
001-347-450	Movies in the Park	0.00	0.00	0.00	\$	-
001-347-460	Senior Dinner	0.00	0.00	0.00	\$	-
001-347-461	Pancake Breakfast	0.00	0.00	0.00	\$	-
001-347-462	Christmas Dinner	0.00	0.00	0.00	\$	-
001-347-463	Mother's Day Banquet	0.00	0.00	0.00	\$	-
001-347-464	4th of July Event	0.00	0.00	0.00	\$	-
001-347-465	After School Program	0.00	0.00	0.00	\$	-
001-347-470	Valentine Dinner	0.00	0.00	0.00	\$	-
001-347-480	Karate	0.00	0.00	0.00	\$	-
001-347-481	Kickboxing Class	0.00	0.00	0.00	\$	-
001-347-482	Legacy Tree & Bench Program	0.00	3,000.00	3,000.00	\$	-
001-347-490	Gymnastics	0.00	0.00	0.00	\$	-
001-347-500	Recreation Fee - Impact Fee	0.00	0.00	0.00	\$	-
001-347-900	Recreation	0.00	0.00	0.00	\$	-
001-347-910	Summer Rec Program	0.00	0.00	0.00	\$	-
001-350-000	Fines & Forfeitures	0.00	0.00	0.00	\$	-
001-351-000	Police Fines	13,104.61	14,000.00	5,500.00	\$	8,500.00
001-351-100	Police Education	751.03	1,000.00	392.00	\$	608.00
001-351-200	Forfeitures	0.00	0.00	0.00	\$	-
001-351-300	Judgements and Fines - CE	0.00	0.00	0.00	\$	-
001-351-301	Police Investigations		0.00	0.00	\$	-
001-352-000	Library Fines	0.00	0.00	0.00	\$	-
001-354-000	Violations of Local Ordinances	310.95	400.00	400.00	\$	-
001-360-000	Other Revenue	0.00	0.00	0.00	\$	-
001-361-100	Interest Income	0.00	0.00	0.00	\$	-
001-362-100	Community Center Rental	26,300.00	28,000.00	15,000.00	\$	13,000.00

001-362-101	Community Center Attendant Fee	5,895.00	7,000.00	4,000.00	\$	3,000.00
001-362-150	Rental of Land	0.00	0.00	0.00	\$	-
001-362-160	Fruit Proceeds	0.00	0.00	0.00	\$	-
001-362-200	Depot Rental	0.00	0.00	0.00	\$	-
001-363-200	Impact Fees	0.00	0.00	0.00	\$	-
001-363-241	Impact Fee - Roads	115,203.00	0.00	0.00	\$	-
001-363-251	Tree Fund	0.00	0.00	0.00	\$	-
001-363-271	Impact Fees - Rec Dept	35,739.00	0.00	0.00	\$	-
001-363-274	Impact Fee - Library	9,603.00	0.00	0.00	\$	-
001-363-291	Impact Fee - Police Service	1,749.00	0.00	0.00	\$	-
001-363-292	Impact Fee - Fire/Res Services	11,088.00	0.00	0.00	\$	-
001-363-293	Reserve Local Option Gas	0.00	0.00	0.00	\$	-
001-364-000	Sale of Land	0.00	0.00	0.00	\$	-
001-365-100	Sale of Surplus Property	0.00	0.00	0.00	\$	-
001-366-000	Private Donations	0.00	0.00	0.00	\$	-
001-366-050	Council Donations	0.00	0.00	0.00	\$	-
001-366-100	Easter Donations	0.00	0.00	0.00	\$	-
001-366-101	Toy Drive Donations	2,450.00	3,000.00	0.00	\$	3,000.00
001-366-150	Recreation Donations	0.00	0.00	0.00	\$	-
001-366-151	4th of July Donations	9,230.00	10,000.00	5,000.00	\$	5,000.00
001-366-152	Back to School Donations		0.00	0.00	\$	-
001-366-153	Back 2 School Event	0.00	1,900.00	1,900.00	\$	-
001-366-200	Hoe Down Donations	0.00	0.00	0.00	\$	-
001-366-300	Fire Department Donations	0.00	0.00	0.00	\$	-
001-366-400	Depot Donations	0.00	250.00	250.00	\$	-
001-366-500	Grant Fire Fighter	0.00	0.00	0.00	\$	-
001-366-600	Library Donations	0.00	0.00	0.00	\$	-
001-366-700	Lake Dell Cleanup	0.00	0.00	0.00	\$	-
001-366-800	Downtown Lighting Project	0.00	0.00	0.00	\$	-
001-367-100	Library Grant - Gates	0.00	0.00	0.00	\$	-
001-368-000	Pension Fund Forfeitures	0.00	0.00	0.00	\$	-
001-369-000	Miscellaneous Income	20,754.84	22,000.00	0.00	\$	22,000.00
001-369-100	Code Enforcement Reimbursemer	0.00	0.00	0.00	\$	-
001-369-300	Insurance & Settlement Proceeds	148,723.99	157,000.00	0.00	\$	157,000.00

001-369-910	Concessions	0.00	0.00	0.00	\$ -
001-369-920	CC Candy Sales	0.00	0.00	0.00	\$ -
001-369-930	NSF Fees	0.00	0.00	0.00	\$ -
001-369-940	Library Miscellaneous Fees	4,433.00	5,000.00	4,500.00	\$ 500.00
001-369-950	Reserve from 1.8 M note 2007	0.00	0.00	0.00	\$ -
001-369-960	Reimbursement by the BOCC	0.00	0.00	0.00	\$ -
001-369-970	Proceeds from Insurance	0.00	0.00	0.00	\$ -
001-369-980	Fire Dept Fundraisers	0.00	0.00	0.00	\$ -
001-369-981	Fire Dept Training	0.00	0.00	0.00	\$ -
001-369-990	Miscellaneous Revenue	21,342.58	23,000.00	3,500.00	\$ 19,500.00
001-369-991	Equipment Financing	0.00	0.00	0.00	\$ -
001-369-992	Park Land Dedication Restricted	0.00	0.00	0.00	\$ -
001-369-999	MSTU Grant Funding	0.00	0.00	0.00	\$ -
001-370-100	Carry Over	0.00	0.00	0.00	\$ -
001-370-200	Equipment Lease Purchase	0.00	0.00	0.00	\$ -
001-370-300	Due From Enterprise	0.00	0.00	0.00	\$ -
001-380-000	Transfers	0.00	0.00	0.00	\$ -
001-381-000	Transfer Account	0.00	0.00	0.00	\$ -
001-381-100	Transfers - Rec Impact Fund	0.00	0.00	0.00	\$ -
001-381-200	Transfer from Utility Fund	0.00	0.00	150,000.00	\$ (150,000.00)
001-382-100	Transfer From Utility Fund	0.00	0.00	0.00	\$ -
001-382-403	Transfer from Enterprise Fund	0.00	0.00	0.00	\$ -
001-383-000	Proceeds from Installment Loans	0.00	0.00	0.00	\$ -
001-384-000	Debt Proceeds	0.00	0.00	0.00	\$ -
001-384-100	SunTrust Jumbo Loan	0.00	0.00	0.00	\$ -
001-384-200	Wachovia \$28 Million Loan	0.00	0.00	0.00	\$ -
001-384-500	Tax Anticipation Loan (TAN)	0.00	0.00	0.00	\$ -
001-389-000	Transfer - Fund Balance	0.00	0.00	0.00	\$ -
001-389-200	Investment Proceeds	0.00	0.00	0.00	\$ -
001-399-800	Carryover	0.00	0.00	0.00	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
	Total Revenues-General Fund	\$ 5,484,847.24	\$ 5,720,740.00	\$ 5,093,093.00	\$ 627,647.00
		\$ -	\$ -	\$ -	\$ -

001-510-120	Salaries & Wages	\$ -	0.00	\$ -
001-510-140	Overtime	\$ -	0.00	\$ -
001-510-210	Payroll Taxes	\$ -	0.00	\$ -
001-510-220	Retirement Contributions	\$ -	0.00	\$ -
001-510-230	Life & Health Insurance	\$ -	0.00	\$ -
001-510-240	Workers Comp	\$ -	0.00	\$ -
001-510-300	IT Support Other Charges	\$ -	0.00	\$ -
001-510-310	Professional Services	24,710.10	31,500.00	31,500.00 \$ -
001-510-400	Travel & Training	0.00	0.00	0.00 \$ -
001-510-410	Comm Svcs Phones Land Lines	14,164.58	15,000.00	12,250.00 \$ 2,750.00
001-510-411	Comm Svcs Cell Phones	16,287.28	20,000.00	8,500.00 \$ 11,500.00
001-510-412	Comm Svcs Email	548.85	1,000.00	3,830.00 \$ (2,830.00)
001-510-414	Comm Svcs Alarm Monitoring	18,551.75	21,700.00	6,000.00 \$ 15,700.00
001-510-415	Internet/Cable	80,624.45	85,000.00	28,500.00 \$ 56,500.00
001-510-416	Software Annual Maintenance	19,766.37	21,000.00	19,500.00 \$ 1,500.00
001-510-417	IT-Support-Winter Haven	0.00	500.00	420.00 \$ 80.00
001-510-425	Postage	3,634.45	4,000.00	3,000.00 \$ 1,000.00
001-510-430	Utility Charges	0.00	0.00	0.00 \$ -
001-510-440	Rent/Leases/Mortgages	28,653.85	31,000.00	12,000.00 \$ 19,000.00
001-510-450	Property & Liability Insurance	0.00	0.00	0.00 \$ -
001-510-460	Repairs & Maintenance	0.00	2,000.00	2,000.00 \$ -
001-510-461	Repairs & Maintenance-Vehicles	0.00	0.00	0.00 \$ -
001-510-470	Copies & Printing	7,690.83	9,000.00	2,600.00 \$ 6,400.00
001-510-480	Promotional Activities	0.00	0.00	0.00 \$ -
001-510-490	Other Current Charges	329.91	1,000.00	0.00 \$ 1,000.00
001-510-510	Office Supplies	578.18	1,000.00	0.00 \$ 1,000.00
001-510-520	Operating Supplies	578.38	1,000.00	750.00 \$ 250.00
001-510-540	Dues & Subscriptions	0.00	0.00	0.00 \$ -
001-510-640	Machinery & Equipment	158.00	4,000.00	8,000.00 \$ (4,000.00)
001-510-750	IT Contra Account	-114,115.36	-247,000.00	0.00 \$ (247,000.00)
001-511-000	TOWN COUNCIL	0.00	0.00	0.00 \$ -
001-511-100	TOWN COUNCIL SALARIES & FRING	0.00	0.00	0.00 \$ -
001-511-110	Engineering	0.00	0.00	0.00 \$ -
001-511-120	Salaries & Wages	24,854.34	27,000.00	25,200.00 \$ 1,800.00

001-511-130	Other Salaries and Wages	0.00	0.00	0.00	\$	-
001-511-151	Uniforms Allowance	0.00	0.00	0.00	\$	-
001-511-210	Payroll Taxes	1,902.20	2,000.00	1,928.00	\$	72.00
001-511-240	Worker's Comp	1,233.11	2,000.00	6,000.00	\$	(4,000.00)
001-511-300	TOWN COUNCIL OTHER CHARGES	0.00	0.00	0.00	\$	-
001-511-310	Professional Services	2,330.40	3,000.00	500.00	\$	2,500.00
001-511-312	Attorney	0.00	0.00	0.00	\$	-
001-511-313	Settlement "Law Suit"	0.00	0.00	0.00	\$	-
001-511-320	Accounting & Auditing	0.00	0.00	0.00	\$	-
001-511-400	Travel & Training	11,179.10	14,651.00	12,000.00	\$	2,651.00
001-511-410	Communication Services-Phones	0.00	0.00	100.00	\$	(100.00)
001-511-411	Communication Svcs-Cell Phones	0.00	0.00	0.00	\$	-
001-511-412	Communication Svcs-Email	0.00	0.00	0.00	\$	-
001-511-413	Communication Svcs-Newspaper A	7,013.45	8,000.00	3,000.00	\$	5,000.00
001-511-414	Communications Alarm Monitoring	0.00	0.00	0.00	\$	-
001-511-415	Web Site	0.00	0.00	0.00	\$	-
001-511-416	Annual Software Maintenance	0.00	0.00	0.00	\$	-
001-511-417	IT Services	6,903.98	14,950.00	12,135.00	\$	2,815.00
001-511-425	Freight & Postage	0.00	100.00	100.00	\$	-
001-511-440	Rent/Leases/Mortgage	22.13	100.00	0.00	\$	100.00
001-511-450	Insurance	11,641.25	13,000.00	5,900.00	\$	7,100.00
001-511-470	Copies & Printing	0.00	0.00	0.00	\$	-
001-511-480	Promotional Activities	1,060.45	2,000.00	500.00	\$	1,500.00
001-511-481	Christmas Dinner	5,035.76	6,000.00	3,500.00	\$	2,500.00
001-511-482	Townwide Cleanup Event	27.00	1,000.00	1,000.00	\$	-
001-511-483	Tree Board Reserve Allocation	7,614.57	8,000.00	11,250.00	\$	(3,250.00)
001-511-485	Election	0.00	0.00	0.00	\$	-
001-511-490	Other Current Charges	2,007.82	3,000.00	650.00	\$	2,350.00
001-511-510	Office Supplies	471.17	1,000.00	350.00	\$	650.00
001-511-520	Operating Supplies	900.12	1,000.00	400.00	\$	600.00
001-511-540	Dues & Subcriptions	3,688.00	4,000.00	4,000.00	\$	-
001-511-640	Machinery & Equipment	466.94	1,000.00	0.00	\$	1,000.00
001-511-680	Intangible Capital Outlay	0.00	0.00	0.00	\$	-
001-512-000	TOWN MANAGER	0.00	0.00	0.00	\$	-

001-512-100	TOWN MANAGER SALARIES & FRIN	0.00	0.00	0.00	\$	-
001-512-120	Salaries & Wages	189,429.17	199,000.00	206,634.00	\$	(7,634.00)
001-512-123	Personal Time	0.00	0.00	0.00	\$	-
001-512-129	Other Rate	378.96	1,000.00	0.00	\$	1,000.00
001-512-130	Other Salaries and Wages	216.56	300.00	0.00	\$	300.00
001-512-140	Overtime	4,743.53	5,000.00	1,500.00	\$	3,500.00
001-512-150	Vehicle Allowance	4800	5,000.00	0.00	\$	5,000.00
001-512-151	Uniforms Allowance	0.00	0.00	0.00	\$	-
001-512-160	Annual Leave	0.00	0.00	0.00	\$	-
001-512-170	Sick Leave	0.00	0.00	0.00	\$	-
001-512-210	Fica Taxes	15,298.44	17,000.00	15,922.00	\$	1,078.00
001-512-220	Retirement Contribution	1,178.50	2,000.00	11,250.00	\$	(9,250.00)
001-512-221	Retirement Contribution/ICMA	15,901.29	17,000.00	0.00	\$	17,000.00
001-512-230	Life & Health Insurance	30,952.23	33,000.00	18,200.00	\$	14,800.00
001-512-240	Workers' Comp	1,233.17	2,000.00	3,006.00	\$	(1,006.00)
001-512-300	TOWN MANAGER OTHER CHARGES	0.00	0.00	0.00	\$	-
001-512-310	Professional Services	10,926.05	12,000.00	4,500.00	\$	7,500.00
001-512-312	Attorney	9.10	0.00	0.00	\$	-
001-512-320	Accounting & Auditing	0.00	0.00	0.00	\$	-
001-512-400	Travel & Training	7,021.19	9,000.00	3,000.00	\$	6,000.00
001-512-410	Communication Services-Phones	0.00	0.00	0.00	\$	-
001-512-411	Communication Svcs-Cell Phones	16.88	100.00	0.00	\$	100.00
001-512-412	Communication Svcs-Email	0.00	0.00	0.00	\$	-
001-512-414	Communications Alarm Monitoring	0.00	0.00	0.00	\$	-
001-512-415	Web Site	0.00	0.00	0.00	\$	-
001-512-416	Software Annual Maintenance Agr	0.00	0.00	0.00	\$	-
001-512-417	IT Services	6,744.43	14,950.00	12,135.00	\$	2,815.00
001-512-425	Freight & Postages	843.36	900.00	200.00	\$	700.00
001-512-440	Rent/Leases/Mortgage	22.13	100.00	0.00	\$	100.00
001-512-450	Insurance	11,341.84	12,000.00	4,518.00	\$	7,482.00
001-512-460	Repair & Maintenance	86.08	100.00	30.00	\$	70.00
001-512-470	Copies & Printing	0.00	0.00	300.00	\$	(300.00)
001-512-480	Promotional Activities	600.09	1,700.00	800.00	\$	900.00
001-512-490	Other Current Charges	2,754.00	2,900.00	500.00	\$	2,400.00

001-512-510	Office Supplies	1,807.47	1,900.00	750.00	\$	1,150.00
001-512-520	Operating Supplies	1,899.96	2,000.00	750.00	\$	1,250.00
001-512-540	Dues & Subscriptions	22,409.37	23,600.00	1,500.00	\$	22,100.00
001-512-640	Machinery & Equipment	0.00	2,100.00	2,100.00	\$	-
001-513-000	FINANCE & ADMINISTRATION	0.00	0.00	0.00	\$	-
001-513-100	FINANCE & ADMN SALARIES & WA	0.00	0.00	0.00	\$	-
001-513-120	Salaries & Wages	67,093.59	71,000.00	97,500.00	\$	(26,500.00)
001-513-123	Personal Time	0.00	0.00	0.00	\$	-
001-513-129	Other Rate	709.60	1,000.00	0.00	\$	1,000.00
001-513-130	Other Salaries and Wages	108.28	1,000.00	0.00	\$	1,000.00
001-513-140	Overtime	2,974.10	4,000.00	2,000.00	\$	2,000.00
001-513-151	Uniforms Allowance	0.00	0.00	0.00	\$	-
001-513-160	Annual Leave	0.00	0.00	0.00	\$	-
001-513-170	Sick Leave	0.00	0.00	0.00	\$	-
001-513-210	Fica Taxes	5,402.66	6,000.00	7,612.00	\$	(1,612.00)
001-513-220	Retirement Contribution	0.00	0.00	0.00	\$	-
001-513-230	Life & Health Insurance	19,269.84	21,000.00	26,900.00	\$	(5,900.00)
001-513-240	Workers' Comp	1,233.17	2,000.00	2,500.00	\$	(500.00)
001-513-300	FINANCE & ADMN OTHER CHARGE	0.00	0.00	0.00	\$	-
001-513-310	Professional Services	61,602.02	64,700.00	25,000.00	\$	39,700.00
001-513-311	IT Support	0.00	0.00	0.00	\$	-
001-513-312	Attorney	0.00	0.00	0.00	\$	-
001-513-320	Accounting & Auditing	46,895.95	49,300.00	42,500.00	\$	6,800.00
001-513-400	Travel & Training	120.00	200.00	500.00	\$	(300.00)
001-513-410	Communication Services	0.00	0.00	0.00	\$	-
001-513-411	Communication Svcs-Cell Phones	0.00	0.00	0.00	\$	-
001-513-412	Communication Svcs-Email	0.00	0.00	0.00	\$	-
001-513-414	Communications Alarm Monitoring	0.00	0.00	0.00	\$	-
001-513-415	Web Site	0.00	0.00	0.00	\$	-
001-513-416	Annual Software Maintenance Agrt	0.00	0.00	0.00	\$	-
001-513-417	IT Services	6,903.98	14,950.00	12,135.00	\$	2,815.00
001-513-425	Freight & Postages	442.06	500.00	300.00	\$	200.00
001-513-430	Utility Services	34.00	100.00	0.00	\$	100.00
001-513-431	Bank Service Charges	3,272.79	3,500.00	2,500.00	\$	1,000.00

001-513-440	Rent/Leases/Mortgage	22.13	100.00	0.00	\$	100.00
001-513-450	Insurance	11,341.84	12,000.00	9,157.00	\$	2,843.00
001-513-460	Repair & Maintenance	282.90	300.00	0.00	\$	300.00
001-513-461	Repairs & Maintenance-Vehicles	19.39	100.00	0.00	\$	100.00
001-513-470	Copies & Printing	0.00	0.00	200.00	\$	(200.00)
001-513-490	Other Current Charges	1,187.97	2,000.00	250.00	\$	1,750.00
001-513-510	Office Supplies	1,262.16	2,000.00	500.00	\$	1,500.00
001-513-520	Operating Supplies	419.79	1,000.00	1,000.00	\$	-
001-513-540	Dues & Subscriptions	1,154.00	2,000.00	750.00	\$	1,250.00
001-513-630	Improvements other than Bldg	0.00	0.00	0.00	\$	-
001-513-640	Machinery & Equipment	0.00	0.00	0.00	\$	-
001-514-000	LEGAL SERVICES	0.00	0.00	0.00	\$	-
001-514-100	LEGAL SALARIES & FRINGES	0.00	0.00	0.00	\$	-
001-514-300	LEGAL SERVICES OTHER CHARGES	0.00	0.00	0.00	\$	-
001-514-310	Professional Services	174,950.69	184,000.00	146,455.00	\$	37,545.00
001-514-313	Law Suit Settlement	0.00	0.00	0.00	\$	-
001-514-314	Attorney Fees for Bonds & TAN	0.00	0.00	0.00	\$	-
001-514-320	Accounting & Auditing	0.00	0.00	0.00	\$	-
001-514-400	Travel & Training	0.00	0.00	0.00	\$	-
001-514-410	Communication Services	0.00	0.00	0.00	\$	-
001-514-415	Web Site	0.00	0.00	0.00	\$	-
001-514-417	IT Services	0.00	0.00	12,135.00	\$	(12,135.00)
001-514-425	Freight & Postages	0.00	0.00	0.00	\$	-
001-514-450	Legal Counsel-Insurance	0.00	0.00	0.00	\$	-
001-514-460	Legal Counsel-Repair & Maint	0.00	0.00	0.00	\$	-
001-514-490	Legal Counsel-Other Current Charg	0.00	0.00	0.00	\$	-
001-514-510	Legal Counsel-Office Supplies	0.00	0.00	0.00	\$	-
001-514-520	Legal Counsel-Operating Supplies	0.00	0.00	0.00	\$	-
001-514-540	Dues & Subscriptions	0.00	0.00	0.00	\$	-
001-515-000	PLANNING DEPARTMENT	0.00	0.00	0.00	\$	-
001-515-100	PLANNING DEPT SALARIES & FRINC	0.00	0.00	0.00	\$	-
001-515-120	Salaries & Wages	98,099.69	104,000.00	70,000.00	\$	34,000.00
001-515-123	Personal Time	0.00	0.00	0.00	\$	-
001-515-129	Other Rate	203.67	1,000.00	0.00	\$	1,000.00

001-515-130	Other Salaries and Wages	54.15	1,000.00	0.00	\$	1,000.00
001-515-140	Overtime	713.24	1,000.00	0.00	\$	1,000.00
001-515-151	Uniforms Allowance	0.00	0.00	0.00	\$	-
001-515-160	Annual Leave	0.00	0.00	0.00	\$	-
001-515-170	Sick Leave	0.00	0.00	0.00	\$	-
001-515-210	Fica Taxes	7,628.08	9,000.00	5,355.00	\$	3,645.00
001-515-220	Retirement Contribution	0.00	0.00	0.00	\$	-
001-515-230	Life & Health Ins	23,083.80	25,000.00	11,344.00	\$	13,656.00
001-515-240	Workers' Comp	1,233.18	2,000.00	5,500.00	\$	(3,500.00)
001-515-300	PLANING DEPT OTHER CHARGES	0.00	0.00	0.00	\$	-
001-515-310	Professional Services	30,991.92	32,600.00	200.00	\$	32,400.00
001-515-312	Attorney	0.00	0.00	0.00	\$	-
001-515-313	Engineering	73,376.75	77,100.00	3,500.00	\$	73,600.00
001-515-314	Planning	0.00	0.00	0.00	\$	-
001-515-320	Accounting & Auditing	0.00	0.00	0.00	\$	-
001-515-340	Contract Labor	0.00	0.00	50,000.00	\$	(50,000.00)
001-515-400	Travel & Training	2,076.62	2,200.00	0.00	\$	2,200.00
001-515-410	Communication Services	0.00	0.00	0.00	\$	-
001-515-413	Communication Svcs-Newspaper A	532.00	1,000.00	3,500.00	\$	(2,500.00)
001-515-414	Communications Alarm Monitoring	0.00	0.00	0.00	\$	-
001-515-415	Web Site	0.00	0.00	0.00	\$	-
001-515-416	Annual Software Maintenance Agrt	0.00	0.00	0.00	\$	-
001-515-417	IT Support	6,903.98	14,950.00	12,135.00	\$	2,815.00
001-515-425	Freight & Postage	0.00	50.00	50.00	\$	-
001-515-440	Rent/Leases/Mortgage	22.13	100.00	0.00	\$	100.00
001-515-450	Insurance	8,500.27	9,000.00	0.00	\$	9,000.00
001-515-460	Repair & Maintenance	0.00	0.00	0.00	\$	-
001-515-470	Copies & Printing	0.00	0.00	0.00	\$	-
001-515-490	Other Current Charges	1,018.83	1,100.00	500.00	\$	600.00
001-515-510	Office Supplies	1,508.30	1,600.00	0.00	\$	1,600.00
001-515-520	Operating Supplies	505.76	600.00	1,000.00	\$	(400.00)
001-515-540	Dues & Subcriptions	472.44	500.00	500.00	\$	-
001-515-640	Machinery & Equipment	0.00	1,500.00	1,500.00	\$	-
001-519-000	PUBLIC FACILITIES	0.00	0.00	0.00	\$	-

001-519-100	PUBLIC FACILITIES SALARIES & FRIN	0.00	0.00	0.00	\$	-
001-519-120	Salaries & Wages	34,603.59	37,000.00	29,911.00	\$	7,089.00
001-519-123	Personal Time	0.00	0.00	0.00	\$	-
001-519-129	Other Rate	344.00	1,000.00	0.00	\$	1,000.00
001-519-130	Other Salaries and Wages	54.15	1,000.00	0.00	\$	1,000.00
001-519-140	Overtime	685.50	1,000.00	0.00	\$	1,000.00
001-519-151	Uniforms Allowance	75.00	1,000.00	0.00	\$	1,000.00
001-519-160	Annual Leave	0.00	0.00	0.00	\$	-
001-519-170	Sick Leave	0.00	0.00	0.00	\$	-
001-519-210	Fica Taxes	2,733.97	3,000.00	1,270.00	\$	1,730.00
001-519-220	Retirement Contribution	0.00	0.00	0.00	\$	-
001-519-230	Life & Health Ins	2,965.38	4,000.00	4,000.00	\$	-
001-519-240	Workers' Comp	1,233.18	2,000.00	1,250.00	\$	750.00
001-519-300	PUBLIC FACILITES OTHER CHARGES	0.00	0.00	0.00	\$	-
001-519-310	Professional Services	2,257.22	2,400.00	1,250.00	\$	1,150.00
001-519-312	Attorney	0.00	0.00	0.00	\$	-
001-519-320	Accounting & Auditing	0.00	0.00	0.00	\$	-
001-519-340	Contract Labor	0.00	0.00	0.00	\$	-
001-519-410	Communication Services-Phones	0.00	0.00	0.00	\$	-
001-519-411	Communication Svcs-Cell Phones	0.00	0.00	0.00	\$	-
001-519-412	Communication Svcs-Email	0.00	0.00	0.00	\$	-
001-519-414	Communications Alarm Monitoring	0.00	0.00	0.00	\$	-
001-519-417	IT Services	6,903.98	14,950.00	12,135.00	\$	2,815.00
001-519-425	Freight & Postages	9.95	100.00	0.00	\$	100.00
001-519-430	Utility Services	8,133.11	8,600.00	5,850.00	\$	2,750.00
001-519-440	Rent/Leases/Mortgage	22.13	100.00	0.00	\$	100.00
001-519-450	Insurance	11,341.86	12,000.00	10,000.00	\$	2,000.00
001-519-460	Repair & Maintenance	10,122.87	10,700.00	5,000.00	\$	5,700.00
001-519-490	Other Current Charges	921.10	1,000.00	1,000.00	\$	-
001-519-520	Operating Supplies	39,398.93	41,400.00	1,500.00	\$	39,900.00
001-519-522	Operating Supplies-Uniforms	947.25	1,000.00	0.00	\$	1,000.00
001-519-525	Gas & Oil	762.05	900.00	0.00	\$	900.00
001-519-540	Dues & Subcriptions	1,723.90	1,900.00	0.00	\$	1,900.00
001-519-620	Buildings Improvement	19,631.52	21,000.00	0.00	\$	21,000.00

001-519-621	Old Townhall Renovation	0.00	0.00	0.00	\$	-
001-519-630	Improvement other than Bldg	530.84	1,000.00	0.00	\$	1,000.00
001-519-640	Machinery & Equipment	252.50	5,000.00	25,000.00	\$	(20,000.00)
001-521-000	PUBLIC SAFETY	0.00	0.00	0.00	\$	-
001-521-100	PUBLIC SAFETY SALARIES & FRINGE	0.00	0.00	0.00	\$	-
001-521-300	PUBLIC SAFETY OTHER CHARGES	0.00	0.00	0.00	\$	-
001-521-310	Professional Services	155.00	700.00	700.00	\$	-
001-521-340	Contract Labor	955,805.56	1,003,600.00	955,698.00	\$	47,902.00
001-521-410	Communication Services	0.00	0.00	0.00	\$	-
001-521-411	Communication Svcs-Cell Phone	0.00	0.00	0.00	\$	-
001-521-414	Communications Alarm Monitoring	0.00	0.00	0.00	\$	-
001-521-415	Web Site Internet Bright House	0.00	0.00	0.00	\$	-
001-521-416	Software Annual Maintenance Agrt	0.00	0.00	0.00	\$	-
001-521-417	IT Services	0.00	0.00	12,135.00	\$	(12,135.00)
001-521-430	Utility Services	5,565.18	5,900.00	8,800.00	\$	(2,900.00)
001-521-440	Rent/Leases/Mortgage	0.00	0.00	0.00	\$	-
001-521-450	Insurance	10,892.76	11,500.00	9,000.00	\$	2,500.00
001-521-460	Repairs & Maintenance	5,290.97	6,000.00	4,100.00	\$	1,900.00
001-521-470	Copies & Printing	0.00	0.00	0.00	\$	-
001-521-490	Other Current Charges	0.00	500.00	500.00	\$	-
001-521-520	Operating Supplies	35.85	500.00	500.00	\$	-
001-521-620	Building Improvement	23,831.00	25,100.00	0.00	\$	25,100.00
001-521-625	JAG Grant	0.00	0.00	0.00	\$	-
001-521-640	Machinery & Equipment	0.00	0.00	0.00	\$	-
001-521-642	Sheriff Relocation	0.00	0.00	0.00	\$	-
001-521-675	JAG Grant	0.00	0.00	0.00	\$	-
001-524-000	BUILDING & ZONING	0.00	0.00	0.00	\$	-
001-524-100	BUILDING & ZONNING SALARIES &	0.00	0.00	0.00	\$	-
001-524-120	Salaries & Wages	130,124.74	137,000.00	151,592.00	\$	(14,592.00)
001-524-123	Personal Time	0.00	0.00	0.00	\$	-
001-524-129	Other Rate	832.37	1,000.00	0.00	\$	1,000.00
001-524-130	Other Salaries and Wages	324.84	1,000.00	0.00	\$	1,000.00
001-524-140	Overtime	60.30	1,000.00	0.00	\$	1,000.00
001-524-151	Uniforms Allowance	75.00	1,000.00	0.00	\$	1,000.00

001-524-160	Annual Leave	0.00	0.00	0.00	\$	-
001-524-170	Sick Leave	0.00	0.00	0.00	\$	-
001-524-210	Fica Taxes	10,088.99	11,000.00	11,597.00	\$	(597.00)
001-524-220	Retirement Contribution	320.00	1,000.00	1,500.00	\$	(500.00)
001-524-230	Life & Health Insuranc	40,349.41	43,000.00	18,000.00	\$	25,000.00
001-524-240	Workers' Comp	4,110.70	5,000.00	5,500.00	\$	(500.00)
001-524-300	BUILDING & ZONNING OTHER CHA	0.00	0.00	0.00	\$	-
001-524-310	Professional Services	11,060.18	11,700.00	2,000.00	\$	9,700.00
001-524-312	Attorney	0.00	0.00	0.00	\$	-
001-524-313	Engineering	37,892.43	39,800.00	0.00	\$	39,800.00
001-524-320	Accounting & Auditing	0.00	0.00	0.00	\$	-
001-524-340	Contract Labor	0.00	0.00	0.00	\$	-
001-524-341	Building Plan Review	243,849.83	256,100.00	2,500.00	\$	253,600.00
001-524-400	Travel & Training	1,183.08	1,300.00	2,500.00	\$	(1,200.00)
001-524-410	Communication Services-Phones	0.00	0.00	0.00	\$	-
001-524-411	Communication Svcs-Cell Phones	0.00	0.00	0.00	\$	-
001-524-412	Communications Svcs-Email	0.00	0.00	0.00	\$	-
001-524-414	Communications Alarm Monitoring	0.00	0.00	0.00	\$	-
001-524-415	Web Site	0.00	0.00	1,300.00	\$	(1,300.00)
001-524-417	IT Services	7,098.98	14,950.00	12,135.00	\$	2,815.00
001-524-425	Freight & Postages	0.00	50.00	50.00	\$	-
001-524-430	Utility Services	3,471.77	3,700.00	0.00	\$	3,700.00
001-524-440	Rent/Leases/Mortgage	559.55	600.00	250.00	\$	350.00
001-524-450	Insurance	11,341.85	12,000.00	2,990.00	\$	9,010.00
001-524-460	Repair & Maintenance	4,056.36	4,300.00	750.00	\$	3,550.00
001-524-461	Repairs & Maintenance-Vehicles	77.18	500.00	500.00	\$	-
001-524-470	Copies & Printing	0.00	0.00	0.00	\$	-
001-524-490	Other Current Charges	568.15	600.00	250.00	\$	350.00
001-524-510	Office Supplies	1,042.00	1,100.00	1,000.00	\$	100.00
001-524-520	Operating Supplies	4,284.16	4,500.00	1,500.00	\$	3,000.00
001-524-525	Transportation	1,015.46	1,100.00	1,200.00	\$	(100.00)
001-524-540	Dues & Subcriptions	115.00	200.00	1,500.00	\$	(1,300.00)
001-524-620	Operating Supplies	22,913.57	24,100.00	0.00	\$	24,100.00
001-524-640	Machinery & Equipment	3,140.36	7,000.00	15,000.00	\$	(8,000.00)

001-524-645	Capital Building Outlay	7,578.00	8,000.00	0.00	\$	8,000.00
001-529-000	CODE ENFORCEMENT	0.00	0.00	0.00	\$	-
001-529-100	CODE ENFORCEMENT SALARIES & I	0.00	0.00	0.00	\$	-
001-529-120	Salaries & Wages	46,100.87	49,000.00	69,030.00	\$	(20,030.00)
001-529-123	Personal Leave	0.00	0.00	0.00	\$	-
001-529-129	Other Rate	1,258.00	2,000.00	0.00	\$	2,000.00
001-529-130	Other Salaries and Wages	108.28	1,000.00	0.00	\$	1,000.00
001-529-140	Overtime	4,101.05	5,000.00	0.00	\$	5,000.00
001-529-151	Uniforms Allowance	0.00	0.00	0.00	\$	-
001-529-160	Annual Leave	0.00	0.00	0.00	\$	-
001-529-170	Sick Leave	0.00	0.00	0.00	\$	-
001-529-210	Fica Taxes	3,929.97	5,000.00	5,281.00	\$	(281.00)
001-529-220	Retirement Contribution	0.00	0.00	0.00	\$	-
001-529-230	Life & Health Insurance	16,023.18	17,000.00	8,100.00	\$	8,900.00
001-529-240	Workers' Comp	4,110.70	5,000.00	3,500.00	\$	1,500.00
001-529-300	CODE ENFORCEMENT OTHER CHAF	0.00	0.00	0.00	\$	-
001-529-310	Professional Services	649.74	1,000.00	4,000.00	\$	(3,000.00)
001-529-312	Special Magistrate	1,251.25	1,900.00	2,500.00	\$	(600.00)
001-529-320	Accounting & Auditing	0.00	0.00	0.00	\$	-
001-529-340	Contract Labor	0.00	0.00	0.00	\$	-
001-529-341	Contract Labor-Other	0.00	0.00	0.00	\$	-
001-529-400	Travel & Training	77.87	1,000.00	1,000.00	\$	-
001-529-410	Communication Services	0.00	0.00	0.00	\$	-
001-529-414	Communications Alarm Monitoring	0.00	0.00	0.00	\$	-
001-529-415	Web Site	0.00	0.00	0.00	\$	-
001-529-417	IT Services	6,903.98	14,950.00	12,135.00	\$	2,815.00
001-529-425	Freight & Postages	0.00	350.00	350.00	\$	-
001-529-440	Rent/Leases/Mortgage	22.13	100.00	0.00	\$	100.00
001-529-450	Insurance	11,341.85	12,000.00	0.00	\$	12,000.00
001-529-460	Repair & Maintenance	3,149.37	4,000.00	500.00	\$	3,500.00
001-529-461	Repairs & Maintenance-Vehicles	2,387.19	3,000.00	0.00	\$	3,000.00
001-529-470	Copies & Printing	0.00	250.00	250.00	\$	-
001-529-490	Other Current Charges	1,453.46	2,000.00	500.00	\$	1,500.00
001-529-510	Office Supplies	905.68	1,000.00	400.00	\$	600.00

001-529-520	Operating Supplies	2,688.06	3,000.00	500.00	\$	2,500.00
001-529-522	Operating Supplies-Uniform	75.00	100.00	0.00	\$	100.00
001-529-525	Transportation	868.71	1,000.00	0.00	\$	1,000.00
001-529-540	Dues & Subscriptions	479.76	1,000.00	200.00	\$	800.00
001-529-640	Machinery & Equipment	0.00	1,000.00	250.00	\$	750.00
001-541-000	STREETS DEPARTMENT	0.00	0.00	0.00	\$	-
001-541-100	STREET DEPT SALARIES & FRINGES	0.00	0.00	0.00	\$	-
001-541-120	Salaries & Wages	121,547.43	128,000.00	154,710.00	\$	(26,710.00)
001-541-123	Personal Time	0.00	0.00	0.00	\$	-
001-541-129	Other Rate	1,137.00	2,000.00	0.00	\$	2,000.00
001-541-130	Other Salaries and Wages	270.71	1,000.00	0.00	\$	1,000.00
001-541-140	Overtime	6,606.37	7,000.00	4,000.00	\$	3,000.00
001-541-151	Uniform Allowance	375.00	1,000.00	0.00	\$	1,000.00
001-541-160	Annual Leave	0.00	0.00	0.00	\$	-
001-541-170	Sick Leave	0.00	0.00	0.00	\$	-
001-541-210	Fica Taxes	9,831.90	11,000.00	12,141.00	\$	(1,141.00)
001-541-220	Retirement Contribution	0.00	0.00	0.00	\$	-
001-541-230	Life & Health Insurance	78,960.67	83,000.00	33,000.00	\$	50,000.00
001-541-240	Workers' Comp	9,865.56	11,000.00	4,924.00	\$	6,076.00
001-541-300	STREET OTHER CHARGES	0.00	0.00	0.00	\$	-
001-541-310	Professional Services	1,141.83	1,200.00	10,000.00	\$	(8,800.00)
001-541-311	Attorney	0.00	0.00	0.00	\$	-
001-541-312	Engineering	0.00	2,500.00	2,500.00	\$	-
001-541-320	Accounting & Auditing	0.00	0.00	0.00	\$	-
001-541-400	Travel & Training	665.10	700.00	500.00	\$	200.00
001-541-410	Communication Services-Phones	0.00	0.00	0.00	\$	-
001-541-411	Communication Svcs-Cell Phones	0.00	0.00	0.00	\$	-
001-541-412	Communication Svcs-Email	0.00	0.00	0.00	\$	-
001-541-414	Communication Svcs-Alarm Monitc	0.00	0.00	0.00	\$	-
001-541-415	Web Site	0.00	0.00	0.00	\$	-
001-541-417	IT Services	6,903.98	14,950.00	12,135.00	\$	2,815.00
001-541-425	Freight & Postages	0.00	0.00	0.00	\$	-
001-541-430	Utility Services	77,261.35	81,200.00	60,000.00	\$	21,200.00
001-541-440	Rent/Leases/Mortgage	22.15	100.00	0.00	\$	100.00

001-541-450	Insurance	11,341.86	12,000.00	9,000.00	\$	3,000.00
001-541-460	Repair & Maintenance	30,115.09	32,700.00	40,000.00	\$	(7,300.00)
001-541-461	Repairs & Maintenance-Vehicles	3,426.70	4,000.00	15,000.00	\$	(11,000.00)
001-541-464	Capital-Public Works Building	6,015.40	7,000.00	0.00	\$	7,000.00
001-541-470	Copies & Printing	0.00	0.00	0.00	\$	-
001-541-490	Other Current Charges	368.49	400.00	1,500.00	\$	(1,100.00)
001-541-510	Office Supplies	240.82	300.00	0.00	\$	300.00
001-541-520	Operating Supplies	4,068.56	4,300.00	21,000.00	\$	(16,700.00)
001-541-522	Operating Supplies-Uniforms	6,926.28	7,300.00	5,000.00	\$	2,300.00
001-541-523	P C I Workers	0.00	0.00	0.00	\$	-
001-541-525	Transportation	9,558.13	10,100.00	2,500.00	\$	7,600.00
001-541-530	Road Materials & Supplies	250.12	300.00	0.00	\$	300.00
001-541-540	Dues & Subcriptions	0.00	500.00	5,530.00	\$	(5,030.00)
001-541-541	Membership Polk Transit	0.00	0.00	0.00	\$	-
001-541-551	Membership Polk Transit	27,948.42	29,400.00	37,000.00	\$	(7,600.00)
001-541-620	Capital Outlay Building	12,055.48	13,000.00	0.00	\$	13,000.00
001-541-630	Improvement Main Street	0.00	0.00	0.00	\$	-
001-541-631	Downtown Lighting	0.00	0.00	0.00	\$	-
001-541-636	Capital Outlay Sidewalks	0.00	0.00	0.00	\$	-
001-541-637	Capital Outlay Roadways	0.00	0.00	0.00	\$	-
001-541-640	Machinery & Equipment	151,591.34	160,000.00	34,000.00	\$	126,000.00
001-541-645	Road Resurfacing	123,320.04	130,000.00	125,000.00	\$	5,000.00
001-541-680	Investment Maintenance	0.00	0.00	0.00	\$	-
001-541-720	Loan Interest	0.00	0.00	0.00	\$	-
001-559-655	Dundee Rd/US 27 Signages	\$ -	\$ -	\$ -	\$	-
001-571-000	LIBRARY	0.00	0.00	0.00	\$	-
001-571-100	LIBRARY SALARIES & FRINGES	0.00	0.00	0.00	\$	-
001-571-120	Salaries & Wages	93,565.38	99,000.00	100,828.00	\$	(1,828.00)
001-571-123	Personal Time	0.00	0.00	0.00	\$	-
001-571-129	Other Rate	961.36	1,100.00	0.00	\$	1,100.00
001-571-130	Other Salaries and Wages	270.73	1,000.00	0.00	\$	1,000.00
001-571-140	Overtime	0.00	0.00	0.00	\$	-
001-571-151	Uniforms Allowance	0.00	0.00	0.00	\$	-
001-571-160	Annual Leave	0.00	0.00	0.00	\$	-

001-571-170	Sick Leave	0.00	0.00	0.00	\$	-
001-571-210	Fica Taxes	7,309.89	8,000.00	7,713.00	\$	287.00
001-571-220	Retirement Contribution	0.00	0.00	0.00	\$	-
001-571-230	Life & Health Insurance	36,619.89	39,000.00	20,000.00	\$	19,000.00
001-571-240	Workers' Comp	1,233.18	2,000.00	1,200.00	\$	800.00
001-571-300	LIBRARY OTHER CHARGES	0.00	0.00	0.00	\$	-
001-571-310	Professional Services	1,386.80	1,500.00	1,000.00	\$	500.00
001-571-312	Attorney	0.00	0.00	0.00	\$	-
001-571-313	Engineering	0.00	0.00	0.00	\$	-
001-571-320	Accounting & Auditing	0.00	0.00	0.00	\$	-
001-571-400	Travel & Training	0.00	250.00	250.00	\$	-
001-571-410	Communication Services-Phones	0.00	900.00	900.00	\$	-
001-571-411	Communication Svcs-Cell Phones	0.00	0.00	0.00	\$	-
001-571-412	Communication Svcs-Email	0.00	0.00	0.00	\$	-
001-571-414	Communications Alarm Monitorun	0.00	0.00	0.00	\$	-
001-571-415	Web Site	279.92	300.00	250.00	\$	50.00
001-571-417	IT Services	3,651.63	7,950.00	0.00	\$	7,950.00
001-571-425	Freight & Postages	0.00	50.00	50.00	\$	-
001-571-430	Utility Service	19,756.47	20,800.00	12,000.00	\$	8,800.00
001-571-440	Rent/Leases/Mortgage	0.00	0.00	0.00	\$	-
001-571-450	Insurance	11,341.85	12,000.00	9,200.00	\$	2,800.00
001-571-460	Repair & Maintenance	3,465.83	3,800.00	1,000.00	\$	2,800.00
001-571-461	Repairs & Maintenance-Vehicles	0.00	0.00	0.00	\$	-
001-571-470	Copies & Printing	0.00	0.00	500.00	\$	(500.00)
001-571-480	Promotional Activities	234.99	300.00	500.00	\$	(200.00)
001-571-490	Other Current Charges	0.00	500.00	500.00	\$	-
001-571-510	Office Supplies	392.30	750.00	750.00	\$	-
001-571-520	Operating Supplies	1,298.50	1,400.00	2,000.00	\$	(600.00)
001-571-540	Books	7,371.04	7,800.00	5,000.00	\$	2,800.00
001-571-541	Dues & Subscriptions	1,907.74	2,100.00	1,200.00	\$	900.00
001-571-550	Books Audio	402.40	500.00	0.00	\$	500.00
001-571-555	Books DVD	1,082.16	1,200.00	0.00	\$	1,200.00
001-571-620	Buildings Renovations	0.00	0.00	0.00	\$	-
001-571-630	Improvement other than Bldg	0.00	0.00	0.00	\$	-

001-571-640	Machinery & Equipment	49.95	3,500.00	3,500.00	\$	-
001-571-660	Books, Pub & Library Materials	0.00	2,600.00	2,600.00	\$	-
001-571-670	Programing Events	716.54	1,000.00	1,000.00	\$	-
001-571-720	Loan Interest	0.00	0.00	0.00	\$	-
001-572-000	PARKS	0.00	0.00	0.00	\$	-
001-572-100	PARKS DEPT SALARIES & FRINGES	0.00	0.00	0.00	\$	-
001-572-120	Salaries & Wages	90,974.37	96,000.00	88,151.00	\$	7,849.00
001-572-123	Personal Time	0.00	0.00	0.00	\$	-
001-572-129	Other Rate	452.00	1,000.00	0.00	\$	1,000.00
001-572-130	Other Salaries and Wages	274.43	1,000.00	0.00	\$	1,000.00
001-572-140	Overtime	3,366.00	4,000.00	1,300.00	\$	2,700.00
001-572-151	Uniforms Allowance	225.00	1,000.00	0.00	\$	1,000.00
001-572-160	Parks & Recreation-Annual Leave	0.00	0.00	0.00	\$	-
001-572-170	Parks & Recreation-Sick Leave	0.00	0.00	0.00	\$	-
001-572-210	Fica Taxes	7,173.72	8,000.00	6,843.00	\$	1,157.00
001-572-220	Retirement Contribution	60.00	100.00	0.00	\$	100.00
001-572-230	Life & Health Insurance	36,039.10	38,000.00	25,500.00	\$	12,500.00
001-572-240	Workers' Comp	10,687.74	12,000.00	6,210.00	\$	5,790.00
001-572-300	PARKS OTHER CHARGES	0.00	0.00	0.00	\$	-
001-572-310	Professional Services	1,084.76	1,200.00	9,000.00	\$	(7,800.00)
001-572-312	Attorney	0.00	0.00	0.00	\$	-
001-572-313	Engineering	0.00	0.00	0.00	\$	-
001-572-320	Accounting & Auditing	0.00	0.00	0.00	\$	-
001-572-400	Travel & Training	55.00	300.00	300.00	\$	-
001-572-410	Communication Services-Phones	0.00	0.00	0.00	\$	-
001-572-411	Communication Svcs-Cell Phone	0.00	0.00	0.00	\$	-
001-572-412	Communication Svcs-Email	0.00	0.00	0.00	\$	-
001-572-414	Communication Svcs-Alarm Monitc	0.00	0.00	0.00	\$	-
001-572-415	Web Site	0.00	0.00	0.00	\$	-
001-572-417	IT Services	6,903.98	14,950.00	12,135.00	\$	2,815.00
001-572-425	Freight & Postages	0.00	50.00	50.00	\$	-
001-572-430	Utility Services Parks	30,387.17	32,000.00	29,000.00	\$	3,000.00
001-572-431	Utilities Services Lake Marie	0.00	0.00	0.00	\$	-
001-572-432	Utilities Services Lake Menzie	0.00	0.00	0.00	\$	-

001-572-440	Rent/Leases/Mortgage	22.14	100.00	0.00	\$	100.00
001-572-450	Insurance	11,341.85	12,000.00	9,200.00	\$	2,800.00
001-572-459	Repairs & Maintenance-Vehicles	2,195.46	2,400.00	2,200.00	\$	200.00
001-572-460	Repair & Maintenance	25,256.39	26,600.00	15,000.00	\$	11,600.00
001-572-461	Lakes Maintenance	28,441.67	29,900.00	6,500.00	\$	23,400.00
001-572-462	Trees Maintenance	0.00	0.00	0.00	\$	-
001-572-470	Copies & Printing	0.00	0.00	0.00	\$	-
001-572-480	Promotional Activities	0.00	500.00	500.00	\$	-
001-572-490	Other Current Charges	3,250.99	3,500.00	2,500.00	\$	1,000.00
001-572-510	Office Supplies	38.20	100.00	325.00	\$	(225.00)
001-572-520	Operating Supplies	2,661.08	2,800.00	2,500.00	\$	300.00
001-572-521	Landscaping Supplies	3,400.00	3,600.00	2,500.00	\$	1,100.00
001-572-522	Operating Supplies-Uniforms	3,501.74	3,700.00	1,500.00	\$	2,200.00
001-572-523	PCI Workers	0.00	0.00	0.00	\$	-
001-572-525	Transportation	10,559.63	11,100.00	5,500.00	\$	5,600.00
001-572-540	Dues & Subscriptions	0.00	100.00	100.00	\$	-
001-572-620	Building Improvement	12,055.46	12,700.00	0.00	\$	12,700.00
001-572-630	Improvement other than Bldg	0.00	0.00	0.00	\$	-
001-572-631	Lake Menzie Project	0.00	0.00	0.00	\$	-
001-572-632	Lake Marie Project	0.00	0.00	0.00	\$	-
001-572-633	Town Square CDBG Project	0.00	0.00	0.00	\$	-
001-572-634	North 8th St CDBG Project	0.00	0.00	0.00	\$	-
001-572-635	Merrill Street Park	0.00	0.00	0.00	\$	-
001-572-636	Lincoln Ave CDBG Project	0.00	0.00	0.00	\$	-
001-572-640	Machinery & Equipment Less \$100	19,447.16	21,000.00	1,500.00	\$	19,500.00
001-572-641	Connector Trail-Capital	0.00	0.00	0.00	\$	-
001-572-642	Capital Equipment	0.00	15,000.00	70,000.00	\$	(55,000.00)
001-572-685	Security Camera	0.00	0.00	0.00	\$	-
001-573-000	HISTORIC DEPOT	0.00	0.00	0.00	\$	-
001-573-100	HISTORIC DEPOT SALARIES & FRINC	0.00	0.00	0.00	\$	-
001-573-120	Salaries & Wages	10,900.43	12,000.00	8,736.00	\$	3,264.00
001-573-123	Personal Time	0.00	0.00	0.00	\$	-
001-573-129	Disaster Pay	346.00	1,000.00	0.00	\$	1,000.00
001-573-130	Other Salaries and Wages	0.00	0.00	0.00	\$	-

001-573-140	Overtime	0.00	0.00	0.00	\$	-
001-573-151	Uniforms Allowance	0.00	0.00	0.00	\$	-
001-573-160	Annual Leave	0.00	0.00	0.00	\$	-
001-573-170	Sick Leave	0.00	0.00	0.00	\$	-
001-573-210	Fica Taxes	864.53	1,000.00	668.00	\$	332.00
001-573-220	Retirement Contribution	0.00	0.00	0.00	\$	-
001-573-230	Life & Health Insurance	44.00	1,000.00	0.00	\$	1,000.00
001-573-240	Workers' Comp	822.18	1,000.00	600.00	\$	400.00
001-573-300	HISTORIC DEPOT OTHER CHARGES	0.00	0.00	0.00	\$	-
001-573-310	Professional Services	5,164.84	5,500.00	200.00	\$	5,300.00
001-573-410	Communication Services-Phones	0.00	0.00	0.00	\$	-
001-573-411	Communication Svcs-Cell Phones	0.00	0.00	0.00	\$	-
001-573-412	Communication Svcs-Email	0.00	0.00	0.00	\$	-
001-573-414	Comm Srvcs-Alarm Monitoring	0.00	0.00	0.00	\$	-
001-573-417	IT Services	6,903.98	14,950.00	12,135.00	\$	2,815.00
001-573-430	Utilities Services Depot	4,910.34	5,200.00	3,500.00	\$	1,700.00
001-573-440	Rent/Leases/Mortgage	0.00	0.00	0.00	\$	-
001-573-450	Insurance	10,892.74	11,500.00	766.00	\$	10,734.00
001-573-460	Repair & Maintenance	1,041.47	1,100.00	3,000.00	\$	(1,900.00)
001-573-465	Lawn Services	0.00	0.00	1,100.00	\$	(1,100.00)
001-573-470	Copies & Printing	0.00	0.00	0.00	\$	-
001-573-480	Promotional Activities	377.49	400.00	250.00	\$	150.00
001-573-490	Other Current Charges	768.09	900.00	1,200.00	\$	(300.00)
001-573-510	Office Supplies	0.00	100.00	80.00	\$	20.00
001-573-520	Operating Supplies	1,175.86	2,000.00	500.00	\$	1,500.00
001-573-540	Dues & Subcriptions	529.00	1,000.00	50.00	\$	950.00
001-573-640	Remodeling of Property	132,508.07	140,000.00	0.00	\$	140,000.00
001-573-645	Museum Items Purchases	0.00	0.00	0.00	\$	-
001-574-000	RECREATION DEPARTMENT	0.00	0.00	0.00	\$	-
001-574-100	RECREATION SALARIES & FRINGES	0.00	0.00	0.00	\$	-
001-574-120	Salaries & Wages	0.00	0.00	0.00	\$	-
001-574-123	Personal Time	0.00	0.00	0.00	\$	-
001-574-129	Other Rate	0.00	0.00	0.00	\$	-
001-574-130	Other Salaries and Wages	0.00	0.00	0.00	\$	-

001-574-140	Overtime	0.00	0.00	0.00	\$	-
001-574-160	Annual Leave	0.00	0.00	0.00	\$	-
001-574-170	Sick Leave	0.00	0.00	0.00	\$	-
001-574-210	Fica Taxes	0.00	0.00	0.00	\$	-
001-574-220	Retirement Contribution	0.00	0.00	0.00	\$	-
001-574-230	Life & Health Insurance	0.00	0.00	0.00	\$	-
001-574-240	Workers' Comp	0.00	0.00	0.00	\$	-
001-574-300	RECREATION OTHER CHARGES	0.00	0.00	0.00	\$	-
001-574-310	Professional Services	0.00	0.00	0.00	\$	-
001-574-312	Attorney	0.00	0.00	0.00	\$	-
001-574-313	Engineering	0.00	0.00	0.00	\$	-
001-574-320	Accounting & Auditing	0.00	0.00	0.00	\$	-
001-574-340	Recreation Spec Events-Prof Fees	0.00	0.00	0.00	\$	-
001-574-400	Travel & Training	0.00	0.00	0.00	\$	-
001-574-410	Communication Services-Phones	0.00	0.00	0.00	\$	-
001-574-411	Communication Svcs-Cell Phones	0.00	0.00	0.00	\$	-
001-574-412	Communication Svcs-Email	0.00	0.00	0.00	\$	-
001-574-414	Communication Svcs-Alarm Monitc	0.00	0.00	0.00	\$	-
001-574-415	Web Site	0.00	0.00	0.00	\$	-
001-574-417	IT Services	6,903.98	14,950.00	12,135.00	\$	2,815.00
001-574-425	Freight & Postages	6.10	100.00	0.00	\$	100.00
001-574-430	Utility Services	621.42	700.00	0.00	\$	700.00
001-574-440	Rent/Leases/Mortgage	0.00	0.00	0.00	\$	-
001-574-450	Insurance	11,341.86	12,000.00	0.00	\$	12,000.00
001-574-460	Repair & Maintenance	0.00	0.00	0.00	\$	-
001-574-470	Copies & Printing	0.00	1,000.00	1,000.00	\$	-
001-574-480	Promotional Activities	591.76	1,000.00	1,000.00	\$	-
001-574-490	Other Current Charges	98.53	0.00	0.00	\$	-
001-574-510	Office Supplies	0.00	0.00	0.00	\$	-
001-574-520	Operating Supplies	226.75	1,500.00	1,500.00	\$	-
001-574-525	Transportation	85.41	1,000.00	0.00	\$	1,000.00
001-574-526	B2School Event	839.04	1,000.00	3,500.00	\$	(2,500.00)
001-574-527	MLK Parade	0.00	1,700.00	1,500.00	\$	200.00
001-574-528	Juneteenth	0.00	1,600.00	1,500.00	\$	100.00

001-574-530	Fall Festival	3,248.01	3,500.00	3,000.00	\$	500.00
001-574-531	Christmas Events	20,130.34	21,200.00	8,500.00	\$	12,700.00
001-574-532	Easter	1,864.97	2,000.00	2,000.00	\$	-
001-574-533	Movies in the Park	302.36	400.00	0.00	\$	400.00
001-574-534	Christmas Dinner Events-Decor	1,162.20	1,300.00	7,500.00	\$	(6,200.00)
001-574-535	The 4th of July	17,510.61	18,400.00	21,000.00	\$	(2,600.00)
001-574-536	Legacy Tree & Bench Program	0.00	0.00	0.00	\$	-
001-574-537	Summer Recreation	0.00	0.00	0.00	\$	-
001-574-538	Toy Drive-Christmas	353.16	1,000.00	1,000.00	\$	-
001-574-539	McKinze Clayton Donation	0.00	0.00	0.00	\$	-
001-574-540	Dues & Subcriptions	124.98	200.00	0.00	\$	200.00
001-574-552	School Holidays' Camp	0.00	0.00	0.00	\$	-
001-574-554	New Recreation Programs	294.08	400.00	0.00	\$	400.00
001-574-620	Building Improvement	53,395.46	56,100.00	0.00	\$	56,100.00
001-574-640	Machinery & Equipment	0.00	10,000.00	10,000.00	\$	-
001-574-650	Play Ground Equipment	0.00	0.00	0.00	\$	-
001-574-675	Community Center Kitchen Equipmr	0.00	0.00	0.00	\$	-
001-575-000	Tree City Program	\$ -	\$ -	\$ -	\$	-
001-575-310	Professional Services Expenditures	\$ -	\$ -	\$ -	\$	-
001-575-467	Tree Care Expenditures	\$ -	\$ -	\$ -	\$	-
001-575-630	Capital Outlay-Tree Care	\$ -	\$ -	\$ -	\$	-
001-580-000	Dundee Depot Restoration	\$ -	\$ -	\$ -	\$	-
001-581-000	Interfund Transfers	\$ -	\$ -	\$ -	\$	-
001-593-000	NON OPERATING	0.00	0.00	0.00	\$	-
001-593-100	NON OPERATING CHARGES	0.00	0.00	0.00	\$	-
001-593-220	Retirement Contribution	0.00	0.00	0.00	\$	-
001-593-250	Unemployment Comp	0.00	1,000.00	5,000.00	\$	(4,000.00)
001-593-251	Tuition Assistance	0.00	0.00	0.00	\$	-
001-593-415	Web Site	0.00	0.00	0.00	\$	-
001-593-520	Operating Supplies	0.00	0.00	0.00	\$	-
001-593-521	Hurricane Recovery	141,653.27	148,800.00	0.00	\$	148,800.00
001-593-550	Emergency Declaration EM-3432	0.00	0.00	0.00	\$	-
001-593-595	Fire Truck Loan Payment	0.00	0.00	0.00	\$	-
001-593-635	Bank Fees	0.00	0.00	0.00	\$	-

001-593-650	Road Re-Surfacing	0.00	0.00	0.00	\$	-
001-593-720	IT Support City of Winter Haven	0.00	0.00	0.00	\$	-
001-593-721	Community Development Block Gr	0.00	0.00	0.00	\$	-
001-593-750	Working Reserve	0.00	0.00	50,000.00	\$	(50,000.00)
001-593-770	Community Development Block Gr	0.00	0.00	0.00	\$	-
001-593-810	Contribution Chamber of Commerc	0.00	0.00	0.00	\$	-
001-593-811	Impact Fee Road Restricted	0.00	0.00	0.00	\$	-
001-593-812	Impact Fee Recreation Dept Restr	0.00	0.00	0.00	\$	-
001-593-813	Impact Fee Library Restricted	0.00	0.00	0.00	\$	-
001-593-814	Impact Fee Police Dept Restricted	0.00	0.00	0.00	\$	-
001-593-815	Impact Fee Fire Dept Restricted	0.00	0.00	0.00	\$	-
001-593-816	Restricted 5 Cent Gas Tax	0.00	0.00	0.00	\$	-
001-593-817	Donations	0.00	0.00	0.00	\$	-
001-593-818	Transfer to Enterprise Fund	0.00	0.00	0.00	\$	-
001-593-819	Transfer to Building Restricted Accr	0.00	0.00	0.00	\$	-
001-593-830	Contribution Historical Depot	0.00	0.00	0.00	\$	-
001-593-840	Contribution Historical Depot	0.00	0.00	0.00	\$	-
001-593-910	Debt Services Wachovia 2.8M Princ	89,322.15	180,923.00	180,923.00	\$	-
001-593-925	Debt Services Wachovia 2.8M Inter	25,576.74	48,876.00	48,876.00	\$	-
001-593-935	Lease Debt Service	0.00	0.00	0.00	\$	-
001-593-950	Debt Services T A N Principal	0.00	0.00	0.00	\$	-
001-593-975	Debt Services T A N Interest	0.00	0.00	0.00	\$	-
001-593-990	Contingency	0.00	0.00	0.00	\$	-
001-595-000	CAPITAL OUTLAY		0.00		\$	-
001-595-300	CAPITAL OUTLAY OTHER CHARGES		0.00		\$	-
001-595-600	CAPITAL OUTLAY		0.00		\$	-
001-595-611	MCSJ Utility Billing	\$ -	0.00		\$	-
001-595-620	Building Town Center	\$ -	0.00		\$	-
001-595-621	Renovation Old Townhall	\$ -	0.00		\$	-
001-595-625	JAG Grant	\$ -	0.00		\$	-
001-595-635	Mower Payment	\$ -	0.00		\$	-
001-595-640	Technology Acquisitions	\$ -	0.00		\$	-
001-595-650	Road Improvements	\$ -	0.00	\$ -	\$	-
001-595-651	Vehicle Acquisitions	\$ -	0.00		\$	-

001-595-653	Alleyway Improvements	\$	-	0.00	\$	-	
001-595-658	State Road 542 Utility Relocation	\$	-	0.00	\$	-	
001-595-660	Community Center Improvements	\$	-	0.00	\$	-	
001-595-661	Community Ctr Building Improvem	\$	-	0.00	\$	-	
001-595-662	Hickory WAlk WAtEr Treatment Plz	\$	-	0.00	\$	-	
001-595-678	Byrne Grant	\$	-	0.00	\$	-	
001-595-775	US 27	\$	-	0.00	\$	-	
	Transfer Out		\$	476,485.00	\$	532,454.00	
	Carry Forward to Fund Balance		\$	28,705.00	\$	583,162.00	
	Total Expenditures-General Fund	\$	4,745,277.16	\$	5,720,740.00	\$	5,069,675.00
						\$	651,065.00

General Fund Balancing \$ 739,570.08 \$ - \$ 23,418.00 \$ (23,418.00)

RESOLUTION 23-29
EXHIBIT A

Account Number	Description	Type	FY 2023		FY 2023	FY 2023	Difference	2022 Audit
			Activity	Budget	Amended Budget	Original Budget		
102-325-201	Special Assessment- Fire	R	\$ 264,397.38	\$ 270,000.00	\$ 218,918.00	\$ 51,082.00	\$ -	
102-331-000	Federal Grants	R		\$ 6,565.00		\$ 6,565.00		
102-334-200	State of FL Grants Public Safety	R		\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	
102-369-000	Other Revenues	R	\$ -	\$ -	\$ -	\$ -	\$ -	
	Transfer In (General)			\$ 476,485.00	\$ 532,454.00	\$ (55,969.00)	\$ -	
	Total Revenues - Impact Fund		\$ 264,397.38	\$ 760,050.00	\$ 751,372.00	\$ 8,678.00	\$ -	
102-522-120	Salaries & Wages	E	300,817.96	330,000.00	454,865.00	\$ (124,865.00)	\$ 230,792.94	
102-522-123	Personal Time	E	0.00	0.00	0.00	\$ -	\$ -	
102-522-129	Disaster Pay	E	134.62	1,000.00	0.00	\$ 1,000.00	\$ -	
102-522-130	Other Salaries and Wages	E	649.74	1,000.00	0.00	\$ 1,000.00	\$ 487.29	
102-522-140	Overtime	E	54,401.99	59,000.00	0.00	\$ 59,000.00	\$ 30,559.16	
102-522-150	Stipends	E	-6,803.20	9,000.00	7,200.00	\$ 1,800.00	\$ 7,746.41	
102-522-151	Uniforms Allowance	E	0.00	0.00	0.00	\$ -	\$ -	
102-522-160	Annual Leave	E	0.00	0.00	0.00	\$ -	\$ -	
102-522-170	Sick Leave	E	0.00	0.00	0.00	\$ -	\$ -	
102-522-210	Payroll Taxes	E	27,313.91	30,000.00	35,348.00	\$ (5,348.00)	\$ 20,659.15	
102-522-220	Retirement Contribution	E	0.00	0.00	0.00	\$ -	\$ 981.89	
102-522-230	Employee Benefits	E	78,960.50	66,000.00	40,000.00	\$ 26,000.00	\$ 35,267.01	
102-522-240	Workers' Comp	E	11,275.71	14,000.00	13,329.00	\$ 671.00	\$ 7,116.60	
		E	0.00	0.00	0.00	\$ -	\$ -	
102-522-310	Professional Services	E	3,925.24	4,400.00	4,300.00	\$ 100.00	\$ 1,794.67	
102-522-312	Attorney	E	0.00	0.00	0.00	\$ -	\$ -	
102-522-313	Engineering	E	0.00	0.00	0.00	\$ -	\$ -	
102-522-320	Accounting & Auditing	E	0.00	0.00	0.00	\$ -	\$ -	
102-522-340	Contract Labor-Dispatch Svcs	E	18,895.50	19,900.00	13,000.00	\$ 6,900.00	\$ 7,084.50	
102-522-400	Travel & Training	E	2,012.04	5,900.00	4,000.00	\$ 1,900.00	\$ 2,429.20	
102-522-410	Communication Services-Phones	E	0.00	7,300.00	50.00	\$ 7,250.00	\$ 24.00	
102-522-411	Communication Svcs-Cell Phones	E	0.00	0.00	0.00	\$ -	\$ 30.40	
102-522-412	Communication Svcs-Email	E	0.00	0.00	0.00	\$ -	\$ -	
102-522-414	Communications Alarm Monitoring	E	0.00	0.00	400.00	\$ (400.00)	\$ -	
102-522-415	Web Site	E	0.00	0.00	0.00	\$ -	\$ -	
102-522-417	IT Services	E	6,903.99	14,950.00	12,135.00	\$ 2,815.00	\$ 13,101.81	
102-522-425	Freight & Postages	E	0.00	500.00	75.00	\$ 425.00	\$ 318.35	
102-522-430	Utility Services	E	6,418.27	7,600.00	3,500.00	\$ 4,100.00	\$ 4,624.60	
102-522-440	Rent/Leases/Mortgage	E	22.13	100.00	0.00	\$ 100.00	\$ -	
102-522-450	Insurance	E	10,892.76	12,000.00	11,970.00	\$ 30.00	\$ 9,157.31	
102-522-460	Repair & Maintenance	E	19,615.04	29,400.00	35,400.00	\$ (6,000.00)	\$ 30,610.12	
102-522-461	Repairs & Maintenance-Vehicles	E	4,015.80	4,300.00	0.00	\$ 4,300.00	\$ -	
102-522-470	Copies & Printing	E	0.00	0.00	0.00	\$ -	\$ -	
102-522-480	Promotional Activities	E	0.00	0.00	0.00	\$ -	\$ 69.00	
102-522-490	Other Current Charges	E	121.47	1,000.00	1,000.00	\$ -	\$ 1,813.32	
102-522-510	Office Supplies	E	262.44	300.00	300.00	\$ -	\$ 15.01	
102-522-520	Operating Supplies	E	8,317.88	11,200.00	4,500.00	\$ 6,700.00	\$ 15,997.98	
102-522-522	Operating Supplies-Uniforms	E	2,818.08	4,700.00	9,500.00	\$ (4,800.00)	\$ 1,799.67	
102-522-525	Transportation	E	8,049.66	10,300.00	6,000.00	\$ 4,300.00	\$ 7,021.33	
102-522-540	Dues & Subscriptions	E	0.00	500.00	500.00	\$ -	\$ 9,431.38	
102-522-620	Building Improvement	E	80,167.00	84,200.00	60,000.00	\$ 24,200.00	\$ 5,837.09	
102-522-640	Machinery & Equipment	E	4,574.15	10,000.00	12,500.00	\$ (2,500.00)	\$ 42,863.66	
		E	0.00	0.00	0.00	\$ -	\$ -	
		E	0.00	0.00	0.00	\$ -	\$ -	
102-522-900	FD Capital Lease	E	10,642.68	21,500.00	21,500.00	\$ -	\$ 21,285.36	
	Total Expenditures - Impact Fund		\$ 654,405.36	\$ 760,050.00	\$ 751,372.00	\$ 8,678.00	\$ 508,919.21	

Impact Fee Fund Balancing \$ 390,007.98 \$ - \$ -

NOTE:



TOWN COMMISSION MEETING

November 14, 2023 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, WHEDC VISION ANALYSIS
SUBJECT:	Town Commission will consider the Dundee Vision Analysis from WHEDC
STAFF ANALYSIS:	The Town of Dundee teamed up with Winter Haven Economic Development Council last year for Economic Growth-Land Use Study for Dundee. Bruce Lyons with WHEDC will present the results from the study and the monthly seminars brought to the Town. Also, a future opportunity for the Main Street Center Building which was donated to the Town from the Town of Dundee Chambers of Commerce for Economic Development purposes.
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	At the will of the commission
ATTACHMENTS:	WHEDC Presentation



TOWN COMMISSION MEETING

November 14, 2023 at 6:30 PM

- AGENDA ITEM TITLE:** DISCUSSION & ACTION, SEASONS AT HILLTOP SEWER ERC EXTENSION DEVELOPMENT AGREEMENT
- SUBJECT:** Town Commission will consider approval of the Seasons at Hilltop Subdivision Sewer ERC Extension Development Agreement.
- STAFF ANALYSIS:** On July 28, 2004, the Town of Dundee entered into an agreement for 71,920 gpd of wastewater (74 Equivalent Residential Connection (ERCs)). The reservation of wastewater capacity expired on April 24, 2009. Richmond American Homes, LP is the current owner of the 74 wastewater ERCs. On September 13, 2022 the Town Commission approved the initial extension of the 74 wastewater ERC's. Richmond Homes has redeemed all but 25 remaining ERC's to complete their project. The ERC's have a 1 year timeframe prior to having to come back to the Commission. Richmond Homes is requesting the Town of Dundee reactivate the remaining 25 ERC certificates. The period of reactivation would be for an additional 12 months.
- ERC certificates that are not used to connect to Town utilities generate idle capacity charges. The initial 74 ERCs generated \$59,940 in idle capacity from April 24, 2006 to October 24, 2022. The applicant is not requesting to pre-pay idle capacity for the ERCs for the length of the renewal period. Idle capacity fees generated by the ERCs after October 24, 2023 will be paid as the ERCs are submitted for building permits.
- FISCAL IMPACT:** No Fiscal Impact
- STAFF RECOMMENDATION:** Approval of the Seasons at Hilltop Sewer ERC Extension Development Agreement.
- ATTACHMENTS:** Seasons at Hilltop Sewer ERC Extension Development Agreement with Exhibits

**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, Florida 33831
Telephone (863) 533-7117
Facsimile (863) 533-7412

For Recording Purposes Only

**SECOND AMENDMENT TO AGREEMENT REGARDING RESERVED CAPACITY IN
THE TOWN OF DUNDEE’S WASTEWATER TREATMENT PLANT**

THIS AMENDMENT TO DEVELOPER'S AGREEMENT REGARDING THE FUNDING OF THE DESIGN, PERMITTING AND CONSTRUCTION OF THE EXPANSION OF THE TOWN OF DUNDEE'S WASTEWATER TREATMENT PLANT ("Amendment"), made and entered into this 14th day of November, 2023, by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado limited partnership ("Owner").

RECITALS

1. On or about July 28, 2004, the Town and Hilltop Groves LLC, a Florida Limited Liability Company, entered into that certain Developer’s Agreement Regarding the Funding of the Design, Permitting and Construction of the Expansion of the Town of Dundee’s Wastewater Treatment Plant (the “Agreement”) a copy of which is attached hereto as **Exhibit “A”** and incorporated herein by reference.

2. On or about November 3, 2021, the Owner acquired 74 wastewater ERCs (“Owner ERCs”) from **HILLTOP GROVES, LLC**, a Florida limited liability company, by Special Warranty Deed (the “Deed”) which were the subject of the Agreement. Copies of the Deed and closing statement are attached hereto as **Composite Exhibit “B”** and made a part hereof by reference.

3. On or about September 13, 2022, the Town and Richmond American Homes of Florida, LP, a Colorado limited partnership, entered into that certain Amendment to Developer’s Agreement Regarding the Funding of the Design, Permitting and Construction of the Expansion of the Town of Dundee’s Wastewater Treatment Plant (the “First Amendment”) a copy of which is attached hereto as **Exhibit “C”** and incorporated herein by reference.

4. The Town and Owner have determined that, at this time, the Owner holds, albeit expired, 25 Wastewater ERCs representing 6,750 gallons per day (GPD) in

equivalent capacity in the Town's Wastewater Utility System represented by ERC Certificates numbered 2022-50 through 2022-74 (formerly numbered 1735 through 1759).

5. The Owner has not otherwise conveyed, assigned, pledged, hypothecated or otherwise redeemed any of said certificates representing the Owner ERCs as defined and identified herein although said Owner ERCs expired on October 24, 2022.

6. The Owner is the owner of certain real property situated in Polk County, Florida, more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Property") which is also known as the Seasons at Hilltop Subdivision.

7. On September 14, 2023, the Owner requested that the Town reactivate 25 of the Wastewater ERCs numbered 2022-50 through 2022-74 (formerly numbered 1735 through 1759).

8. The Owner submitted ERCs 2022-01 through 2022-49 (formerly numbered 1686 through 1734) to the Town for the development of single-family homes in and/or for the Seasons of Hilltop Subdivision.

9. As part of the First Amendment (see attached **Exhibit "C"**), the idle capacity fees for the 25 ERCs requested for reactivation were paid through October 24, 2022.

10. The 25 Owner ERCs requested for reactivation have accrued One Thousand Four Hundred Sixty-Two Dollars and 50 cents (\$1,462.50) in idle capacity charges from October 25, 2022 through November 24, 2023 which remains unpaid.

11. The Town acknowledges that all Town wastewater impact fees have been paid by Owner or its predecessor in interest for the Town's allocation of wastewater capacity for the Owner ERCs pursuant to the Agreement, and the Town presently has adequate permitted capacity in its wastewater plant for the wastewater capacity represented by the Owner ERCs described above.

12. Owner received the transfer or assignment of the 25 Owner ERCs for construction of single-family homes to be located within the municipal limits of the Town.

13. The parties covenant and agree that they have the power and authority to enter into this Amendment and bind themselves to the provisions of this Amendment.

ACCORDINGLY, in consideration of the Recitals stated above and other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS; OWNERSHIP. The Factual Recitals above are true and correct and form a factual and material basis of this Amendment. The Town acknowledges and ratifies the transfer of the Owner ERCs, and the Town further acknowledges and

agrees that Owner owns the Owner ERCs which are the subject matter of this Amendment.

SECTION 2. DEFINITIONS. All capitalized terms not defined herein shall have the same meaning as defined in the Agreements.

SECTION 3. GRANT OF EXTENSION.

A. The Town, pursuant to the terms of this Amendment, hereby reactivates said 25 Owner ERCs and grants to the Owner an extension of the term of the 25 Owner ERCs of equivalent capacity in the Town's Wastewater Treatment Plant represented by Wastewater ERC Certificates (Original ERC Certificates 1686 through 1759) through a period expiring November 24, 2024 (the "Expiration Date").

B. In consideration for such extension, within thirty (30) calendar days from the date on which this Amendment is approved by the Town Commission, the Owner shall pay One Thousand Four Hundred Sixty-Two Dollars and 50 cents (\$1,462.50) in immediately available funds to the Town in full satisfaction of the wastewater idle capacity charges outstanding as of the date of this Amendment and due through November 24, 2023 and pay any and all other charges that may be due pursuant to Chapter 54 of the Town's Code of Ordinances. To the extent the Town determines that any other idle capacity charges are due in accordance with Chapter 54 of the Town's Code of Ordinances regarding the Wastewater Owner ERCs that are the subject of this Agreement, then Owner agrees to pay said charges to the Town within thirty (30) calendar days of receipt of an invoice sent to Owner for same. No refunds of any idle capacity charges paid by Owner shall be given by the Town.

C. Once the Owner has paid the sum of One Thousand Four Hundred Sixty-Two Dollars and 50 cents (\$1,462.50) in immediately available funds to the Town, all previously issued certificates representing the Wastewater Owner ERCs extended herein and that are the subject of this Amendment shall be returned to the Town and cancelled and of no force and effect. Thereafter, in exchange for the returned certificates, the Town will issue new certificates for Wastewater Owner ERCs extended herein and that are the subject matter of this Amendment and provide same to the Owner. Provided however that the terms of the Agreement attached hereto as **Exhibit "A"** shall not control when new certificates are issued by the Town to Owner. No Wastewater capacity in the Town's Wastewater Utility Systems shall be reserved beyond November 24, 2024, and the Owner ERCs extended herein shall expire on November 24, 2024.

SECTION 4. GRANT OF OPTION.

A. The Town, pursuant to the terms of this Amendment and in addition to any rights granted to Owner under the Agreement or under applicable law, hereby grants to the Owner an option to transfer, from time to time (i) all or a portion of the Owner ERCs to a third party ("ERC Transferee") without transferring fee simple title to all or any portion of the Property ("ERC Transfer"), and/or (ii) transfer of all or any portion of the Property to a third party ("Property Transferee"; ERC Transferees and Property Transferees are collectively "Transferees") and retain all or any Owner ERCs ("Property Transfer"; "ERC Transfers" and "Property Transfers" are collectively "Independent Transfers"). Owner may exercise such option in its sole and absolute discretion.

B. At least thirty (30) days prior to any Independent Transfer as defined herein, Owner shall provide written notice to the Town thereof ("Transfer Notice"), which shall include the Transferee's (i) name, (ii) address, (iii) employer identification number (EIN) or federal tax identification number, and (iv) contact information (including telephone number, fax number, and e-mail address, as applicable). The parties agree that Owner shall enter into transfer and/or assignment agreement with **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, in the event of any transfer and/or assignment of the Owner ERCs and that notice was previously given by Owner for this specific anticipated Independent Transfer.

C. In the case of an Owner ERC Transfer of all outstanding ERCs, Owner shall no longer be liable for any idle capacity charges which may accrue with respect to the applicable Owner ERCs if Transferee executes a written commitment to pay such charges. In that event the Transferee must also comply with all of the conditions and obligations in the Agreement and this Amendment including but not limited to the provisions of Section 6 B of this Amendment.

SECTION 5. OBLIGATIONS OF TOWN.

A. The Town shall allocate wastewater capacity for the Owner ERCs in the name of Owner and/or its successors and assigns in accordance with all applicable laws and Ordinances and the terms of the Agreements, as amended by this Amendment, through the Expiration Date.

B. The Town shall, within ten (10) days following receipt of Owner's request, provide a written statement to Owner certifying the current number of Owner ERCs in the name of Owner.

SECTION 6. AGREEMENT TO COOPERATE. The parties agree to cooperate and to do all things reasonably necessary to accomplish the terms of this Amendment, and that they respectively shall, upon being requested by the other party to do so, execute and deliver promptly any and all such authorizations, instruments, papers or documents of any and every kind and character as may be reasonably required, necessary or proper for the purpose of giving full force and effect to this Amendment and to the covenants, conditions, and agreements contained herein. Except as specifically modified by this Amendment, all of the terms, covenants, conditions and agreements of the Agreements shall remain in full force and effect.

SECTION 7. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Amendment is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

SECTION 8. SEVERABILITY. If any part of this Amendment is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Amendment 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 Amendment is declared to be severable.

SECTION 9. LAND USE APPROVALS. Owner acknowledges and understands that the Town is prohibited from engaging in "Contract Zoning" or the bartering away of its

legislative prerogative. As such this Amendment 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 10. BINDING UPON SUCCESSORS. This Amendment shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto.

SECTION 11. APPLICABLE LAW AND VENUE. This Amendment and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any dispute or cause of action under the Agreements, as modified by this Amendment, shall be exclusively in the state courts of competent subject matter jurisdiction in Polk County, Florida.

SECTION 12. NOTICES. All notices, demands, requests and other communications required or permitted by the Agreements, as modified by this Amendment, by any party hereto to any other party shall be in writing and shall be validly given or made by any party, or any party's attorney on behalf of such party, only if personally served or delivered by Federal Express or other similar reputable national courier service keeping records of deliveries and attempted deliveries. In the event of personal service, notice shall be deemed effective when delivered. Service by courier shall be conclusively deemed made on the second business day delivery is attempted or upon receipt, whichever is sooner.

TOWN: TOWN OF DUNDEE
P.O. Box 1000
105 Center Street
Dundee, Florida 33838-1000
Attention: Town Manager

With a copy to: Frederick J. Murphy, Jr.
(which shall not Town Attorney, Town of Dundee
constitute notice) P.O. Drawer 30
245 South Central Avenue
Bartow, Florida 33830

OWNER: RICHMOND AMERICAN HOMES OF FLORIDA, LP
2822 Commerce Park Drive, Suite 100
Orlando, Florida 32819

Any person or entity may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

SECTION 13. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitute the entire agreement between the parties. Modifications to and waivers of the provisions herein shall not be binding unless made in writing and signed by the parties hereto and approved by the Town's governing body. Except as expressly

amended by this Amendment, the terms and conditions of the Agreement and the Assignment shall remain unchanged and unamended, and are hereby ratified and confirmed. In the event of any conflict between the terms of the Agreement and Amendment, the terms of this Amendment shall control.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Owner and the Town have executed or have caused this Amendment, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Amendment.

ATTEST:

THE TOWN OF DUNDEE

By: Type text here
Print Name: _____
As Its: Mayor
Date: _____

By: _____
Print Name: _____
As Its: Town Clerk

FOR THE USE AND RELIANCE
OF TOWN OF DUNDEE ONLY.
APPROVED AS TO FORM.

By: _____
Frederick J. Murphy, Jr.
Town Attorney

OWNER:

RICHMOND AMERICAN HOME OF FLORIDA, LP,
a Colorado limited partnership

By: _____

Name: _____

Title: _____

Signed and delivered
In the presence of:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this ____ day of _____,
2022, by _____, as _____ of RICHMOND AMERICAN HOMES
OF FLORIDA, LP, on behalf of the company, RICHMOND AMERICAN HOMES OF
FLORIDA, LP. He is [] personally known to me or [] has produces _____ as
identification and [] (did) [] (did not) take an oath.

Signature of Person Taking Acknowledgement

Name of Acknowledger Types, Printed, or Stamped

Title or Rank

Serial Number, if any.

Final Draft 07/28/2004

Agreement #4

DEVELOPER'S AGREEMENT
REGARDING THE FUNDING OF THE
DESIGN, PERMITTING AND
CONSTRUCTION OF THE
EXPANSION OF THE TOWN OF DUNDEE'S
WASTEWATER TREATMENT PLANT

PAID APR 25 2006
IN FULL
Jim Gallagher
Jensen Morgan

THIS AGREEMENT ("Agreement") is made on this 25th day of July, 2004, by and between Hilltop Groves, LLC (the "Developer/Owner") and the TOWN OF DUNDEE, a municipal corporation organized and existing under the laws of the State of Florida (the "Town").

Town of Dundee
P.O. Box 1000
Dundee, FL 33838

WITNESSETH

WHEREAS, the Town operates a wastewater treatment plant that is presently serving close to or at its capacity; and

WHEREAS, the Town is presently expanding its municipal limits through annexation which will bring growth and development to the Town; and

WHEREAS, in order to accommodate the anticipated growth it will be necessary for the Town to expand the permitted capacity of its wastewater treatment plant from 90,000 gallons per day to 700,000 gallons per day or more; and

WHEREAS, several of the property owners and Developers of land within the Town limits have had discussions with the Town in order to determine the most feasible way to immediately expand the wastewater treatment plant; and

WHEREAS, the Town has retained Envisors Consulting Engineers to prepare a preliminary design report which was presented to the Town Council at a special meeting on March 23, 2004 which identified the relative costs and expenses of expanding the wastewater treatment plant to 700,000 gallons per day or more; and

WHEREAS, if the Town Council were to proceed under the usual financing methods to obtain the necessary funds for design, permitting and expanding the wastewater treatment plant it would take at least 18 to 20 months from the present time to explore such financing; and

WHEREAS, in order to address the immediate needs of growth and development and to accelerate the design, permitting and construction of an expansion of the wastewater treatment plant, the Town of Dundee has indicated that it will move forward with the design, permitting and construction of an expansion of its wastewater treatment plant if those Developers who desire the extra capacity will immediately and irrevocably fund the costs of the expansion up front based on the equivalent residential connections (ERC) each Developer/Owner proposes to connect to the Town's wastewater treatment plant. Such funding will permit the Town of Dundee to greatly accelerate the design,

Final Draft 07/28/2004

permitting and construction of the expansion to its wastewater treatment plant. Further, without such funding it is not likely that the Town would be able to expand its permitted capacity for the wastewater treatment plant at any time now or in the near future;

WHEREAS, the Town is presently working with Polk County to enter into an Interlocal Agreement to allow the Town to tap into Polk County's wastewater treatment plant located in the Waverly area of Polk County, Florida, as a short term way to address the Town's need for additional wastewater treatment capacity; and

WHEREAS, such short term temporary capacity in the Town's waste water system that results from the diversion of waste water flows to Polk County's Waverly Plant will be connected only to customers who have been issued certificates of occupancy and on a first come first served basis until such additional wastewater treatment capacity is exhausted; and

WHEREAS, after the short term temporary capacity is exhausted, those wishing to connect to the sewer system will have to wait until new capacity resulting from the sewer plant expansion project becomes available; and

WHEREAS, the Town of Dundee Code of Ordinances requires the payment of certain **connection** fees on the basis of the number of Equivalent Residential Connections (ERC) proposed to be connected to the utility system. Further, the Town Code permits developer's agreements which set forth in detail the terms and conditions under which the Town will provide utility service to the Developer's/Owner's property; and

WHEREAS, the Town deems such an agreement necessary to facilitate the construction of expansion of the Town's wastewater treatment plant; and

WHEREAS, it is therefore deemed to be in the interest of the public health, safety and welfare for the Town and an appropriate exercise of the Town's authority to enter into the instant Developer's Agreement.

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:

- 1.0 Recitals. The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the parties agree is the basis of the instant Developer's Agreement.
- 2.0 Purpose. The purpose of this Developer's Agreement is to memorialize the Developer's/Owner's financial commitment to the Town relating to the expansion of the Town's wastewater treatment plant.
- 3.0 Wastewater Treatment Plant Capacity. In order to assure that sufficient capacity exists in the Town's wastewater treatment plant it will be

Final Draft 07/28/2004

4

necessary to design, permit and construct an expansion of the Town's wastewater treatment plant in order to allow capacity of at least 700,000 gallons per day to accommodate anticipated and projected growth and development in the Town. In order to allow the Town to immediately begin the design, permitting and construction of an expansion to its wastewater treatment plant, the Developer/Owner will be required to pay to the Town in cash the amount of \$691,267.50 which amount is based on a total of 266 ERCs the Developer/Owner proposes to connect to the Town's wastewater treatment plant and is related to the 71,820 gpd in equivalent capacity that the Developer/Owner will need from the Town's expanded wastewater treatment plant. In addition the Developer/Owner shall be required to post an Irrevocable Letter of Credit or other security reasonably acceptable to the Town and in the form attached hereto as Exhibit "A". Pursuant to paragraph 4 below, the Developer/Owner is obligated to pay said funds to the Town in order to purchase 266 ERCs which represents 71,820 gpd in equivalent capacity.

4.0 Developer's/Owner's Obligations.

4.1.1. The Developer/Owner agrees to pay to the Town the sum of \$691,267.50 in cash, cashier's check or cleared funds payable to the Town of Dundee to purchase 266 ERCs that it proposes to connect to the Town's wastewater treatment plant and which represents 71,820 gpd in equivalent capacity in accordance with the following:

4.1.2. The sum of **One Hundred Seven Thousand Eight Hundred Forty Eight Dollars and Fourteen Cents (\$107,848.14)** in cash, cashier's check or cleared funds payable to the Town of Dundee upon its execution of this Agreement. The balance of **Five Hundred Eighty Three Thousand Four Hundred Nineteen Dollars and Thirty Six (\$583,419.36)** shall be paid in cash, cashier's check or cleared funds payable to the Town of Dundee in three (3) installments in accordance with the following schedule:

Payment for the amount of \$107,848.12 is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment for the amount of \$107,848.12 is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

Payment for the amount of \$367,723.12 is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the

PAID APR 25 2008
MIDFLORIDA
CR # 07-448 3566714

Final Draft 07/28/2004

4

Town's engineer and sewer plant operational permits are in hand for the sewer plant expansion project that is expected to occur on or before December 31, 2005.

The Town's certifications described above shall be final and binding on Developer/Owner and will require the immediate payment to the Town of the funds requested and due.

- 4.1.3. In addition, to secure its obligations to the Town under this Agreement and upon the execution of this Agreement the Developer/Owner shall deliver to the Town an irrevocable letter of credit in the form as set forth as Exhibit "A" attached hereto. To the extent payments are not made by the Developer/Owner under paragraph 4.1.2 above within fourteen (14) days after written notice by the town requesting payment, the Town may draw upon any or all such cash or letters of credit in whole or in part to provide funds to pay for the design, permitting and construction of the wastewater treatment plan expansion as more particularly set forth herein. The Town shall not be obligated to commence the design, permitting and any phase of construction of the improvements to the wastewater treatment plant unless and until the Developer/Owner of the development has delivered to the Town the required cash and letter of credit.
 - 4.1.4. Developer/Owner acknowledges and agrees that the Town's willingness to enter into this Developer's Agreement shall not be construed as a waiver by the Town of any applicable law, ordinance, rule or regulation for the construction of any future developments.
 - 4.1.5. In the event the Developer/Owner assigns and/or conveys its interest in any real property that is being used to calculate the ERC to the Town's wastewater system, the new Owner of such property may upon notice to the Town join in this Agreement and pay the required contribution for the purchase of the **266 ERCs** for the applicable property provided such notice is given within thirty (30) days after the closing of the contract for purchase, but in no event beyond the term of this Agreement. In any event unless and until the new Owner joins in this Agreement and becomes obligated to the same extent as the Developer/Owner hereunder, the Developer/Owner shall remain obligated to the Town for all obligations hereunder.
 - 4.1.6. Subject to the provisions in paragraph 5.1.4 below any funds paid to the Town hereunder shall be non-refundable in the event that the Developer chooses not to move forward with the proposed development.
- 5.0 Town's Obligations.

Final Draft 07/28/2004

4

- 5.1.1 Subject to the Developer's/Owner's compliance with its obligations under this Agreement, the Town shall commence the design and permitting of the expansion of its wastewater treatment plant immediately. Upon completion of design and permitting the Town shall commence construction of the expansion of its wastewater treatment plant with an anticipated completion date no later than 16 months from the effective date of this Agreement.
- 5.1.2 Reservation of Capacity. In consideration for the payment by the Developer/Owner as more particularly set forth in paragraph 4 above the Town hereby reserves **71,820 gpd** in equivalent capacity for the Developer/Owner based on **266 ERCs** purchased hereunder. In the event the Developer/Owner determines that it does not need all of the reservation of capacity/ERC's purchased hereunder then such reservation of capacity/purchased ERC's may be assignable and/or sold by the Developer but only with the Town's prior written consent and as contemplated in paragraph 4.1.5 above. It is agreed that the Town's consent will not be unreasonably withheld. Furthermore, all reservations of capacity pursuant to the terms of this Agreement shall exist for only five (5) years from the date that the expanded Wastewater Treatment Plant is fully online and operational. If within five (5) years from the date that the expanded Wastewater Treatment Plant is online and fully operational, the Developer/Owner and/or its successors and/or assigns or those persons or entities who have purchased the ERC's have not used the reserved capacity then it must sell such reserved capacity **266 ERC's** representing **71,820 gpd** (or portion thereof) in equivalent capacity back to the Town. In this event, payment arrangements shall be determined solely by the Town. The Developer and the Town agree that the foregoing provision is necessary to insure that the Town's ability to provide appropriate municipal services regarding the collection and treatment of wastewater and other effluent is not compromised by unused capacity.
- 5.1.3 The Town's obligations under this Agreement are conditioned on obtaining total funds and/or commitments of at least \$3.3 million. All funds collected from developers for this project shall be maintained in a separate bank account at Wachovia Bank, N.A. and titled "Dundee Sewer Plant Expansion Account" and such funds shall not be commingled with any other Town funds and shall not be appropriated to any other Town project, except that any funds remaining in the Dundee Sewer Plant Expansion Account after completion of the project and after all project expenses are paid in full, may be appropriated subject to any restrictions established for the use of sewer impact fees. Bank statements for the Dundee Sewer Plant Expansion Account, including any reports of daily account activity, shall be made available to the public upon request as such reports become available to the Town. **In the event that the Town is unable to secure the required up front cash along with letters of credit**

Final Draft 07/28/2004

4

from developers prior to August 27, 2004 its obligations to expand the wastewater treatment plant and provide a reservation of capacity as described herein are null and void and all monies collected shall be refunded without interest at that time.

- 5.1.4 If the sewer plant expansion project is begun but not fully completed within 3 years from the effective date of this Agreement, then the Developers/Owners shall have the option to seek a refund of monies paid by the Developer/Owners hereunder without interest and in a manner and frequency determined solely by the Town so that such a refund will not compromise, harm, and/or impair the Town's fiscal condition and/or ability to provide necessary municipal services to its citizens. If in the event there is not sufficient waste water treatment capacity available to fulfill the Town's obligations under this agreement, the Town will have no objection to the Developer beginning development utilizing septic tank and without requiring the Developer to install dry lines.
- 6.0 Authority. The Developer/Owner affirmatively represents that it has the requisite authority to transact business in the State of Florida and has the requisite authority to enter into this Agreement.
- 7.0 Binding Effect. The Burdens of this Developer's Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. However no assignments of this Agreement shall be allowed unless the Town consents in writing to same.
- 8.0 Applicable Law, Jurisdiction and Venue. This Developer's Agreement, and the rights and obligations of the Town and the Developer/Owner hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida. If any provision of this Developer's Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Developer's Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 9.0 Exhibits. All exhibits attached hereto contain additional terms of this Developer's Agreement and are incorporated herein by reference.
- 10.0 Captions and Paragraph Headings. Captions and paragraph headings contained in this Developer's Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Developer's Agreement, nor the intent of any provision hereof.

4

Final Draft 07/28/2004

- 11.0 Definitions. Unless specifically defined herein, the terms used in this Developer's Agreement shall be assigned the meanings, interpretations and/or definitions applied to, or provided in, the Town of Dundee Code of Ordinances and/or Florida Law.
- 12.0 Counterparts. This Developer's Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Developer's Agreement.
- 13.0 Merger. This Developer's 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.
- 14.0 Effective Date and Duration. This Agreement shall become effective after it has been duly approved by the Town Council and executed by all parties. It shall remain in full force and effect for a period of five (5) years from that date.
- 15.0 Amendment. This Developer's Agreement may only be amended by mutual consent of the parties in writing.
- 16.0 Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, execute, acknowledge and deliver, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Developer's Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Developer's Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Developer's Agreement, and to coordinate the performance of their respective obligations under the terms of this Developer's Agreement. To the extent of any conflict with the development conditions or other rules and regulations, which may otherwise govern the Development, the terms and conditions of this Developer's Agreement shall prevail.
- 17.0 Notices. Any notices or reports required by this Developer's Agreement shall be sent to the following:

For the Town: Town Manager
 Town of Dundee
 Post Office Box 1000
 105 Center Street
 Dundee, FL 33838-1000

4

Final Draft 07/28/2004

With a Copy to: Frederick J. Murphy, Jr. Town Attorney
Town of Dundee
Post Office Drawer 30
245 South Central Avenue
Bartow, Florida 33830

For the Developer/Owner: Joe Saunders
Hilltop Groves, LLC
5529 U.S. 98 North
Lakeland, FL 33809

With copy to: Attn: Rick Miller
Miller, Crosby & Miller
P.O. Box 8169
Lakeland, FL 33802

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Developer's Agreement on the day(s) and year set forth below.

(SEAL)

TOWN COUNCIL OF THE
TOWN OF DUNDEE

ATTEST:

By: Kevin Kitto
Kevin Kitto - Mayor

By: [Signature]
Town Clerk

Date: 11th August 04

Approved by Town Attorney
By: [Signature]
Frederick J. Murphy, Jr.
Approved As To Form and Legal
Sufficiency.

4

Final Draft 07/28/2004

WITNESSES

{ DEVELOPER }

[Handwritten signature]

ATTESTED SIGNATURE
[Handwritten signature]

Hilltop Groves, LLC

By: Joe L. Saunders
Joe L. Saunders

Its: Managing Member

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument is hereby acknowledged before me this 28th day of July, 2004, by Joe L. Saunders, as Managing Member of { DEVELOPER }, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

[Handwritten signature]

 NOTARY PUBLIC
 My Commission Expires _____


 Emily J. Chain
 My Commission DD244879
 Expires August 26 2007

Exhibit A

**MIDFLORIDA Federal Credit Union
Business Services
Irrevocable Letter of Credit**

Date Issued: August 25, 2004Letter of Credit No. 302997

Beneficiary: Town of Dundee
P.O. Box 1000
105 Center Street
Dundee, Florida 33838

Honorable Mayor and Town Council Members:

We hereby issue our irrevocable letter of credit in your favor, for the account of **Hilltop Groves, LLC, 5529 U.S. 98 North, Lakeland, Florida 33809** in the aggregate amount of **USD Five hundred eighty three thousand four hundred nineteen dollars and thirty six cents (\$583,419.36)** available to you in three payments upon presentation of your draft(s) at sight on ourselves when accompanied by an affidavit signed jointly by the Town Mayor and Town Manager of Dundee, both authorized representatives of the Town of Dundee, certifying each stage of sewer plant expansion completion has been reached and stating that funds are due and payable by **Hilltop Groves, LLC** in return for the Town of Dundee reserving and assigning a total of **266 ERC's** of sewer plant capacity exclusively for utilization by **Hilltop Groves, LLC** in accordance with the following schedule as agreed:

Payment No. 1, for the amount of **\$107,848.12** is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment No. 2, for the amount of **\$107,848.12** is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

Final Draft 07/28/2005

Payment No. 3, for the amount of **\$367,723.12** is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the Town's engineer for the sewer plant expansion project, which is expected to occur on or before December 31, 2005.

The Town's certifications described herein as to payment requests shall be final and binding on **Hilltop Groves, LLC** and the **MIDFLORIDA Federal Credit Union** and once delivered to **Hilltop Groves, LLC** requires immediate payment to the Town of the funds requested.

This irrevocable letter of credit sets forth in full the terms of our undertaking. This undertaking shall not in any way be modified, amended, or amplified by reference to any document or contract referred to herein.


Drafts drawn under this credit must state on their face "drawn under **MIDFLORIDA Federal Credit Union** irrevocable letter of credit number **302997** dated **August 25, 2004**.

It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiry date unless at least (number of days) prior to such expiration date, we notify you in writing by certified mail or express courier that we elect not to renew this letter of credit for any such additional one year period.

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this credit shall be duly honored if presented together with documents as specified and the original of this credit, at this office on or before December 31, 2005.

Except as otherwise expressly stated herein, this letter of credit is subject to the Uniform Customs and Practices for Documentary Credits, established by the International Chamber of Commerce, as in effect on the date of issuance of this credit.

Sincerely,



Cameron Brock
Assistant Vice President
MIDFLORIDA Federal Credit Union
Business Services

**Stewart Title Guaranty Company
Combined Statement**

Stewart Title Guaranty Company, Tampa
3402 West Cypress Street, Tampa, FL 33607, (813) 769-5620
Escrow Officer: Janice Coulton

Seller(s) Hilltop Groves, L.L.C., 5529 U.S. Highway 98 North, Lakeland, FL 33809
Buyer(s) Richmond American Homes of Florida, LP, 2822 Commerce Park Drive, Suite 100, Orlando, FL 32819
Lender(s)
Property Property Address
Lake Hatchineha Road Dundee, Florida 33844

Site/Store Number
Hilltop

PIN
27-28-23-000000-013010

Closing Date 11/4/2021 Disbursement Date 11/4/2021 Proration Date 11/4/2021

Buyer		Seller	
Debit	Credit	Debit	Credit
			Sales Price/Consideration
\$1,702,000.00			Contract sales price \$1,702,000.00
			Deposits
	\$25,000.00		Initial Earnest Money Deposit
			Prorations
\$647.57			County taxes 11/4/2021 to 1/1/2022 @\$4,075.23/yr \$647.57
			Other Adjustments
\$259,000.00			Reimbursement to Seller for Sewer Impacts fees \$3,500.00 per Lot x 74 Lots \$259,000.00
			Title Charges
\$750.00		\$750.00	Settlement or closing fee to Stewart Title Commercial Services - Tampa
			Title Insurance to Stewart Title Guaranty Company
\$7,613.00			Owner's coverage \$1,702,000.00 \$6,830.00 - FL 9 1 06 r 5 14 REM Unimprvd Land OP STG \$683.00 - FL Survey Comm STG \$100.00
\$225.00		\$225.00	Document Coordination Fee to Stewart Title Commercial Services - Tampa
\$500.00			Search Fee - Invoice No. 51175 to Stewart Title Commercial Services - Tampa
			Recording Fees/Transfer Charges
		\$100.00	Recording fees: Special Warranty Deed - Estimate
		\$11,914.00	Documentary Stamps Deed
			Additional Charges
		\$4,075.23	2021 Real Estate Taxes - Account #272823-000000-013010 to Joe G. Tedder, CFC, Tax Collector for Polk County
\$1,970,735.57	\$25,000.00	\$17,064.23	Subtotals
	\$1,945,735.57		Balance due from Buyer
		\$1,944,583.34	Balance due to Seller
\$1,970,735.57	\$1,970,735.57	\$1,981,647.57	Totals

Stewart Title Guaranty Company
Combined Statement

Buyer and Seller (Transferee and Transferor) understand the Closer or Escrow Agent on behalf of Stewart Title Guaranty Company - Stewart Title Guaranty Company - Commercial Services has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Buyer and Seller (Transferee and Transferor) understand that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or based on estimated figures for current year, and, in the event of any change for current year, all necessary adjustments must be made between Buyer and Seller (Transferee and Transferor) directly. The undersigned hereby authorizes Stewart Title Guaranty Company - Stewart Title Guaranty Company - Commercial Services to make expenditures and disbursements as shown above and approve the same for payment. The undersigned also acknowledge receipt of proceeds as applicable, and receipt of a copy of this Statement.

Dated as of this 2nd day of November, 2021

Buyer(s):

RICHMOND AMERICAN HOMES OF FLORIDA LP,
a Colorado limited partnership

BY: RAH of Florida, Inc., a Colorado corporation,
General Partner

BY: [Signature]
Name: P. Brian Dalrymple
Title: V.P., Leasing

Seller(s):

HILLTOP GROVES, L.L.C.,
a Florida limited liability company

BY: [Signature]
Name: Lee Saunders
Title: Manager

Stewart Title Guaranty Company,
a Texas Corporation

_____ Date

By: _____
Janice Coulton
Commercial Escrow Officer

This document prepared by and Return to:
Richmond American Homes of Florida LP
2822 Commerce Park Drive #100
Orlando, FL 32819

Grantee Tax ID# 33-1077584
Parcel Tax ID#272823-000000-013010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (“Deed”) is made this 3 day of November, 2021, between **HILLTOP GROVES, L.L.C.**, a Florida limited liability company, whose address is 5529 US 98N, Lakeland, FL 33809 (“Grantor”), and **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado limited partnership, whose address is 2822 Commerce Park Drive, Suite 100, Orlando, Florida 32819 (“Grantee”).

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), to it in hand paid by the Grantee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has bargained and sold and does hereby grant and convey unto the Grantee and the Grantee’s heirs, successors and assigns forever, in fee simple absolute, all of Grantor’s right, title, and interest in and to the following described land, situate, lying and being in Polk County, Florida, to wit (“Property”):

THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS AND EXCEPT A STRIP OF LAND 15 FEET IN WIDTH OFF THE NORTHERLY, EASTERLY AND SOUTHERLY SIDES THEREOF FOR PUBLIC HIGHWAY PURPOSES, ALSO LESS AND EXCEPT ADDITIONAL ROAD RIGHT-OF-WAY AS SHOWN IN DEED RECORDED IN OFFICIAL RECORDS BOOK 447, PAGE 570, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH all tenements, hereditaments, improvements, fixtures, and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the Property in fee simple forever.

GRANTOR covenants that at the time of delivery of this deed, except as set forth on Exhibit “A” hereto, the Property is free of any liens or encumbrances, and Grantor hereby specially warrant the title to the Property, and will defend it against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day, month and year first above written.

GRANTOR:

HILLTOP GROVES, L.L.C., a Florida limited liability company

WITNESSES:

Pam Chancey
Print Name: Pam Chancey

A. David Norris
Print Name: A. David Norris

By: Lee Saunders
Name: LEE SAUNDERS - HILLTOP GROVES, LLC
Title: MANAGER

STATE OF FLORIDA)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of November, 2021, by Lee Saunders of Hilltop Grove, L.L.C., a Florida limited liability company, on behalf of the corporation.

Personally Known OR Produced Identification

Type of Identification Produced: _____

Pamela G. Chancey
(Signature of Notary Public)

Pamela G. Chancey
(Print, Type, or Stamp Commissioned Name of Notary Public)



PAMELA G. CHANCEY
Commission # HH 010422
Expires October 15, 2024
Bonded Thru Budget Notary Services

My Commission expires: 10-15-2024

Affix Notary SEAL

Online Notary: (Check Box if acknowledgment done by Online Notarization)

**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, Florida 33831
Telephone (863) 533-7117
Facsimile (863) 533-7412

For Recording Purposes Only

**AMENDMENT TO AGREEMENT REGARDING RESERVED CAPACITY IN THE
TOWN OF DUNDEE'S WASTEWATER TREATMENT PLANT**

THIS AMENDMENT TO DEVELOPER'S AGREEMENT REGARDING THE FUNDING OF THE DESIGN, PERMITTING AND CONSTRUCTION OF THE EXPANSION OF THE TOWN OF DUNDEE'S WASTEWATER TREATMENT PLANT ("Amendment"), made and entered into this 13th day of September, 2022, by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado limited partnership ("Owner").

FACTUAL RECITALS

1. On or about July 28, 2004, the Town and Hilltop Groves LLC, a Florida Limited Liability Company, entered into that certain Developer's Agreement Regarding the Funding of the Design, Permitting and Construction of the Expansion of the Town of Dundee's Wastewater Treatment Plant (the "Agreement") a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference.

2. On or about November 3, 2021, the Owner acquired 74 wastewater ERCs ("Owner ERCs") from **HILLTOP GROVES, LLC**, a Florida limited liability company, by Special Warranty Deed (the "Deed") which were the subject of the Agreement. Copies of the Deed and closing statement are attached hereto as Composite **Exhibit "B"** and made a part hereof by reference.

3. The Town and Owner have determined that, at this time, the Owner holds, albeit expired, 74 Wastewater ERCs representing 19,980 gallons per day (GPD) in equivalent capacity in the Town's Wastewater Utility System represented by ERC Certificates numbered 1686 through 1759.

4. The Owner has not otherwise conveyed, assigned, pledged, hypothecated or otherwise redeemed any of said certificates representing the Owner ERCs as defined and identified herein although said Owner ERCs expired on April 24, 2011.

5. The Owner is the owner of certain real property situated in Polk County, Florida, more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Property") which is the Seasons at Hilltop Subdivision.

6. On September 13, 2022, the Owner requested that the Town reactivate 74 of the Wastewater ERCs (Original ERC Certificates 1686 through 1759).

7. On June 22, 2021, the Town Commission approved the reactivation and transfer of ERCs 1606-1648 and 1649-1685 to the Vista Del Lago, LLC for the development of the Vista Del Lago, Phase II and Phase III subdivisions.

8. The 74 Owner ERCs requested for reactivation would have accrued Fifty-Nine Thousand Nine Hundred Forty Dollars and zero cents (\$59,940.00) in idle capacity charges from April 24, 2006 through October 24, 2022 which remains unpaid.

9. On June 23, 2020, the Town introduced and passed Resolution No. 20-13 (the "Resolution"). A copy of the Resolution is attached hereto as **Exhibit "C"** and made a part hereof by reference.

10. The Resolution provides for a temporary waiver of certain Town of Dundee Idle Capacity Fee(s) for a period of eighteen (18) months beginning on June 23, 2020 and automatically sunseting on December 23, 2021.

11. The Town acknowledges that all Town wastewater impact fees have been paid by Owner or its predecessor in interest for the Town's allocation of wastewater capacity for the Owner ERCs pursuant to the Agreement and that the Town presently has adequate permitted capacity in its wastewater plant for the wastewater capacity represented by the Owner ERCs described above.

12. Owner received the transfer or assignment of the 74 Owner ERCs for construction of single-family homes to be located within the municipal limits of the Town.

13. The parties covenant and agree that they have the power and authority to enter into this Amendment and bind themselves to the provisions of this Amendment.

ACCORDINGLY, in consideration of the Recitals stated above and other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS; OWNERSHIP. The Factual Recitals above are true and correct and form a factual and material basis of this Amendment. The Town acknowledges and ratifies the transfer of the Owner ERCs, and the Town further acknowledges and agrees that Owner owns the Owner ERCs which are the subject matter of this Amendment.

SECTION 2. DEFINITIONS. All capitalized terms not defined herein shall have the same meaning as defined in the Agreement.

SECTION 3. GRANT OF EXTENSION.

A. The Town, pursuant to the terms of this Amendment, hereby reactivates said 74 Owner ERCs and grants to the Owner an extension of the term of the 74 Owner ERCs of equivalent capacity in the Town's Wastewater Treatment Plant represented by Wastewater ERC Certificates (Original ERC Certificates 1686 through 1759) through a period expiring September 13, 2023 ("Expiration Date").

B. In consideration for such extension, within thirty (30) calendar days after mutual execution of this Agreement and approval by the Town Commission, Owner shall pay Fifty-Nine Thousand Nine Hundred Forty Dollars and zero cents (\$59,940.00) in immediately available funds to the Town in full satisfaction of the wastewater idle capacity charges outstanding as of the date of this Agreement and due through October 24, 2022 and pay any and all other charges that may be due pursuant to Chapter 54 of the Town's Code of Ordinances. To the extent the Town determines that any other idle capacity charges are due in accordance with Chapter 54 of the Town's Code of Ordinances regarding the Water and Wastewater Owner ERCs that are the subject of this Agreement then Owner agrees to pay said charges to the Town within thirty (30) calendar days of receipt of an invoice sent to Owner for same. No refunds of any idle capacity charges paid by Owner shall be given by the Town.

C. Once the Owner has paid the sum of Fifty-Nine Thousand Nine Hundred Forty Dollars and zero cents (\$59,940.00) in immediately available funds to the Town, all previously issued certificates representing the Wastewater Owner ERCs extended herein and that are the subject of this Agreement shall be returned to the Town and cancelled and of no force and effect. Thereafter, in exchange for the returned certificates, the Town will issue new certificates for Wastewater Owner ERCs extended herein and that are the subject matter of this Agreement and provide same to the Owner. Provided however that the terms of the Agreement attached hereto as **Exhibit "A"** shall not control and when new certificates are issued by the Town to Owner. No Wastewater capacity in the Town's Wastewater Utility Systems shall be reserved beyond September 13, 2023 and the Owner ERCs extended herein shall expire on September 13, 2023.

SECTION 4. GRANT OF OPTION.

A. The Town, pursuant to the terms of this Amendment and in addition to any rights granted to Owner under the Agreement or under applicable law, hereby grants to the Owner an option to transfer, from time to time (i) all or a portion of the Owner ERCs to a third party ("ERC Transferee") without transferring fee simple title to all or any portion of the Property ("ERC Transfer"), and/or (ii) transfer of all or any portion of the Property to a third party ("Property Transferee"; ERC Transferees and Property Transferees are collectively "Transferees") and retain all or any Owner ERCs ("Property Transfer"; "ERC Transfers" and "Property Transfers" are collectively "Independent Transfers"). Owner may exercise such option in its sole and absolute discretion.

B. At least thirty (30) days prior to any Independent Transfer as defined herein, Owner shall provide written notice to the Town thereof ("Transfer Notice"), which shall include the Transferee's (i) name, (ii) address, (iii) employer identification number (EIN) or federal tax identification number, and (iv) contact information (including telephone number, fax number, and e-mail address, as applicable). The parties agree that Transferee shall enter into transfer and/or assignment agreement with **RICHMOND**

AMERICAN HOMES OF FLORIDA, LP, in the event of any transfer and/or assignment of the Owner ERCs and that notice was previously given by Owner for this specific anticipated Independent Transfer.

C. In the case of an Owner ERC Transfer of all outstanding ERCs, Owner shall no longer be liable for any idle capacity charges which may accrue with respect to the applicable Owner ERCs if Transferee executes a written commitment to pay such charges. In that event the Transferee must also comply with all of the conditions and obligations in the Agreement and this Amendment.

SECTION 5. OBLIGATIONS OF TOWN.

A. The Town shall allocate wastewater capacity for the Owner ERCs in the name of Owner and/or its successors and assigns in accordance with all applicable laws and Ordinances and the terms of the Agreements, as amended by this Amendment, through the Expiration Date.

B. The Town shall, within ten (10) days following receipt of Owner's request, provide a written statement to Owner certifying the current number of Owner ERCs in the name of Owner.

SECTION 6. AGREEMENT TO COOPERATE. The parties agree to cooperate and to do all things reasonably necessary to accomplish the terms of this Amendment, and that they respectively shall, upon being requested by the other party to do so, execute and deliver promptly any and all such authorizations, instruments, papers or documents of any and every kind and character as may be reasonably required, necessary or proper for the purpose of giving full force and effect to this Amendment and to the covenants, conditions, and agreements contained herein. Except as specifically modified by this Amendment, all of the terms, covenants, conditions and agreements of the Agreements shall remain in full force and effect.

SECTION 7. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Amendment is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

SECTION 8. SEVERABILITY. If any part of this Amendment is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Amendment 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 Amendment is declared to be severable.

SECTION 9. LAND USE APPROVALS. Owner acknowledges and understands that the Town is prohibited from engaging in "Contract Zoning" or the bartering away of its legislative prerogative. As such this Amendment 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 10. BINDING UPON SUCCESSORS. This Amendment shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto.

SECTION 11. APPLICABLE LAW AND VENUE. This Amendment and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any dispute or cause of action under the Agreement, as modified by this Amendment, shall be exclusively in the state courts of competent subject matter jurisdiction in Polk County, Florida.

SECTION 12. NOTICES. All notices, demands, requests and other communications required or permitted by the Agreements, as modified by this Amendment, by any party hereto to any other party shall be in writing and shall be validly given or made by any party, or any party's attorney on behalf of such party, only if personally served or delivered by Federal Express or other similar reputable national courier service keeping records of deliveries and attempted deliveries. In the event of personal service, notice shall be deemed effective when delivered. Service by courier shall be conclusively deemed made on the second business day delivery is attempted or upon receipt, whichever is sooner.

TOWN: TOWN OF DUNDEE
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838-1000
Attention: Town Manager

With a copy to:
(which shall not constitute notice)
Frederick J. Murphy, Jr.
Town Attorney, Town of Dundee
P.O. Drawer 30
245 South Central Avenue
Bartow, Florida 33830

OWNER: RICHMOND AMERICAN HOMES OF FLORIDA, LP
2822 Commerce Park Drive, Suite 100
Orlando, Florida 32819

Any person or entity may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

SECTION 13. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitute the entire agreement between the parties. Modifications to and waivers of the provisions herein shall not be binding unless made in writing and signed by the parties hereto and approved by the Town's governing body. Except as expressly amended by this Amendment, the terms and conditions of the Agreement and the Assignment shall remain unchanged and unamended, and are hereby ratified and

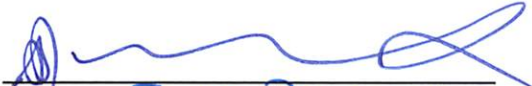
confirmed. In the event of any conflict between the terms of the Agreement and Amendment, the terms of this Amendment shall control.

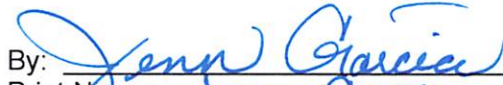
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Owner and the Town have executed or have caused this Amendment, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Amendment.

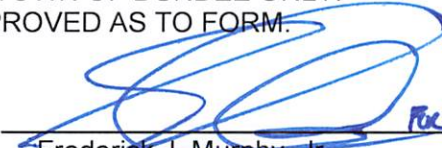
ATTEST:

THE TOWN OF DUNDEE

By: 
Print Name: Sam Pennant
As Its: Mayor
Date: 09/15/2022

By: 
Print Name: Jenn Garcia
As Its: Town Clerk

FOR THE USE AND RELIANCE
OF TOWN OF DUNDEE ONLY.
APPROVED AS TO FORM.

By: 
Frederick J. Murphy, Jr.
Town Attorney

OWNER:

RICHMOND AMERICAN HOME OF FLORIDA, LP,
a Colorado limited partnership

By: [Signature]
Name: KENNETH SMITH
Title: DIVISION PRESIDENT

Signed and delivered
In the presence of:

[Signature]
Print Name: SCOTT HARWOOD

[Signature]
Print Name: Joshua Rivera

STATE OF FLORIDA
COUNTY OF POLK Orange

The foregoing instrument was acknowledged before me this 22 day of September,
2022, by Kenneth Smith, as Division President of RICHMOND AMERICAN HOMES
OF FLORIDA, LP, on behalf of the company, RICHMOND AMERICAN HOMES OF
FLORIDA, LP. He is personally known to me or [] has produces _____ as
identification and [] (did) [] (did not) take an oath.

[Signature]
Signature of Person Taking Acknowledgement

Joshua Rivera
Name of Acknowledger Types, Printed, or Stamped

Notary, Production Coordinator
Title or Rank

HH 122819
Serial Number, if any.



Final Draft 07/28/2004

Agreement #4

DEVELOPER'S AGREEMENT
REGARDING THE FUNDING OF THE
DESIGN, PERMITTING AND
CONSTRUCTION OF THE
EXPANSION OF THE TOWN OF DUNDEE'S
WASTEWATER TREATMENT PLANT

PAID APR 25 2006
IN FULL
Jim Gallagher
Jean Monaghan

THIS AGREEMENT ("Agreement") is made on this 25th day of July, 2004, by and between Hilltop Groves, LLC (the "Developer/Owner") and the TOWN OF DUNDEE, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"). Town of Dundee
P.O. Box 1000
Dundee, FL 33838

WITNESSETH

WHEREAS, the Town operates a wastewater treatment plant that is presently serving close to or at its capacity; and

WHEREAS, the Town is presently expanding its municipal limits through annexation which will bring growth and development to the Town; and

WHEREAS, in order to accommodate the anticipated growth it will be necessary for the Town to expand the permitted capacity of its wastewater treatment plant from 90,000 gallons per day to 700,000 gallons per day or more; and

WHEREAS, several of the property owners and Developers of land within the Town limits have had discussions with the Town in order to determine the most feasible way to immediately expand the wastewater treatment plant; and

WHEREAS, the Town has retained Envisors Consulting Engineers to prepare a preliminary design report which was presented to the Town Council at a special meeting on March 23, 2004 which identified the relative costs and expenses of expanding the wastewater treatment plant to 700,000 gallons per day or more; and

WHEREAS, if the Town Council were to proceed under the usual financing methods to obtain the necessary funds for design, permitting and expanding the wastewater treatment plant it would take at least 18 to 20 months from the present time to explore such financing; and

WHEREAS, in order to address the immediate needs of growth and development and to accelerate the design, permitting and construction of an expansion of the wastewater treatment plant, the Town of Dundee has indicated that it will move forward with the design, permitting and construction of an expansion of its wastewater treatment plant if those Developers who desire the extra capacity will immediately and irrevocably fund the costs of the expansion up front based on the equivalent residential connections (ERC) each Developer/Owner proposes to connect to the Town's wastewater treatment plant. Such funding will permit the Town of Dundee to greatly accelerate the design,

4

Final Draft 07/28/2004

permitting and construction of the expansion to its wastewater treatment plant. Further, without such funding it is not likely that the Town would be able to expand its permitted capacity for the wastewater treatment plant at any time now or in the near future;

WHEREAS, the Town is presently working with Polk County to enter into an Interlocal Agreement to allow the Town to tap into Polk County's wastewater treatment plant located in the Waverly area of Polk County, Florida, as a short term way to address the Town's need for additional wastewater treatment capacity; and

WHEREAS, such short term temporary capacity in the Town's waste water system that results from the diversion of waste water flows to Polk County's Waverly Plant will be connected only to customers who have been issued certificates of occupancy and on a first come first served basis until such additional wastewater treatment capacity is exhausted; and .

WHEREAS, after the short term temporary capacity is exhausted, those wishing to connect to the sewer system will have to wait until new capacity resulting from the sewer plant expansion project becomes available; and

WHEREAS, the Town of Dundee Code of Ordinances requires the payment of certain connection fees on the basis of the number of Equivalent Residential Connections (ERC) proposed to be connected to the utility system. Further, the Town Code permits developer's agreements which set forth in detail the terms and conditions under which the Town will provide utility service to the Developer's/Owner's property; and

WHEREAS, the Town deems such an agreement necessary to facilitate the construction of expansion of the Town's wastewater treatment plant; and

WHEREAS, it is therefore deemed to be in the interest of the public health, safety and welfare for the Town and an appropriate exercise of the Town's authority to enter into the instant Developer's Agreement.

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:

- 1.0 Recitals. The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the parties agree is the basis of the instant Developer's Agreement.
- 2.0 Purpose. The purpose of this Developer's Agreement is to memorialize the Developer's/Owner's financial commitment to the Town relating to the expansion of the Town's wastewater treatment plant.
- 3.0 Wastewater Treatment Plant Capacity. In order to assure that sufficient capacity exists in the Town's wastewater treatment plant it will be

Final Draft 07/28/2004

4

necessary to design, permit and construct an expansion of the Town's wastewater treatment plant in order to allow capacity of at least 700,000 gallons per day to accommodate anticipated and projected growth and development in the Town. In order to allow the Town to immediately begin the design, permitting and construction of an expansion to its wastewater treatment plant, the Developer/Owner will be required to pay to the Town in cash the amount of \$691,267.50 which amount is based on a total of 266 ERCs the Developer/Owner proposes to connect to the Town's wastewater treatment plant and is related to the 71,820 gpd in equivalent capacity that the Developer/Owner will need from the Town's expanded wastewater treatment plant. In addition the Developer/Owner shall be required to post an Irrevocable Letter of Credit or other security reasonably acceptable to the Town and in the form attached hereto as Exhibit "A". Pursuant to paragraph 4 below, the Developer/Owner is obligated to pay said funds to the Town in order to purchase 266 ERCs which represents 71,820 gpd in equivalent capacity.

4.0 Developer's/Owner's Obligations.

4.1.1. The Developer/Owner agrees to pay to the Town the sum of \$691,267.50 in cash, cashier's check or cleared funds payable to the Town of Dundee to purchase 266 ERCs that it proposes to connect to the Town's wastewater treatment plant and which represents 71,820 gpd in equivalent capacity in accordance with the following:

4.1.2. The sum of One Hundred Seven Thousand Eight Hundred Forty Eight Dollars and Fourteen Cents (\$107,848.14) in cash, cashier's check or cleared funds payable to the Town of Dundee upon its execution of this Agreement. The balance of Five Hundred Eighty Three Thousand Four Hundred Nineteen Dollars and Thirty Six (\$583,419.36) shall be paid in cash, cashier's check or cleared funds payable to the Town of Dundee in three (3) installments in accordance with the following schedule:

Payment for the amount of \$107,848.12 is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment for the amount of \$107,848.12 is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

Payment for the amount of \$367,723.12 is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the

PAID
MIDFLORIDA
CR# 07-448 3566714

4

Final Draft 07/28/2004

Town's engineer and sewer plant operational permits are in hand for the sewer plant expansion project that is expected to occur on or before December 31, 2005.

The Town's certifications described above shall be final and binding on Developer/Owner and will require the immediate payment to the Town of the funds requested and due.

- 4.1.3. In addition, to secure its obligations to the Town under this Agreement and upon the execution of this Agreement the Developer/Owner shall deliver to the Town an irrevocable letter of credit in the form as set forth as Exhibit "A" attached hereto. To the extent payments are not made by the Developer/Owner under paragraph 4.1.2 above within fourteen (14) days after written notice by the town requesting payment, the Town may draw upon any or all such cash or letters of credit in whole or in part to provide funds to pay for the design, permitting and construction of the wastewater treatment plan expansion as more particularly set forth herein. The Town shall not be obligated to commence the design, permitting and any phase of construction of the improvements to the wastewater treatment plant unless and until the Developer/Owner of the development has delivered to the Town the required cash and letter of credit.
- 4.1.4. Developer/Owner acknowledges and agrees that the Town's willingness to enter into this Developer's Agreement shall not be construed as a waiver by the Town of any applicable law, ordinance, rule or regulation for the construction of any future developments.
- 4.1.5. In the event the Developer/Owner assigns and/or conveys its interest in any real property that is being used to calculate the ERC to the Town's wastewater system, the new Owner of such property may upon notice to the Town join in this Agreement and pay the required contribution for the purchase of the 266 ERCs for the applicable property provided such notice is given within thirty (30) days after the closing of the contract for purchase, but in no event beyond the term of this Agreement. In any event unless and until the new Owner joins in this Agreement and becomes obligated to the same extent as the Developer/Owner hereunder, the Developer/Owner shall remain obligated to the Town for all obligations hereunder.
- 4.1.6. Subject to the provisions in paragraph 5.1.4 below any funds paid to the Town hereunder shall be non-refundable in the event that the Developer chooses not to move forward with the proposed development.

5.0 Town's Obligations.

Final Draft 07/28/2004

4

- 5.1.1 Subject to the Developer's/Owner's compliance with its obligations under this Agreement, the Town shall commence the design and permitting of the expansion of its wastewater treatment plant immediately. Upon completion of design and permitting the Town shall commence construction of the expansion of its wastewater treatment plant with an anticipated completion date no later than 16 months from the effective date of this Agreement.
- 5.1.2 Reservation of Capacity. In consideration for the payment by the Developer/Owner as more particularly set forth in paragraph 4 above the Town hereby reserves 71,820 gpd in equivalent capacity for the Developer/Owner based on 266 ERCs purchased hereunder. In the event the Developer/Owner determines that it does not need all of the reservation of capacity/ERC's purchased hereunder then such reservation of capacity/purchased ERC's may be assignable and/or sold by the Developer but only with the Town's prior written consent and as contemplated in paragraph 4.1.5 above. It is agreed that the Town's consent will not be unreasonably withheld. Furthermore, all reservations of capacity pursuant to the terms of this Agreement shall exist for only five (5) years from the date that the expanded Wastewater Treatment Plant is fully online and operational. If within five (5) years from the date that the expanded Wastewater Treatment Plant is online and fully operational, the Developer/Owner and/or its successors and/or assigns or those persons or entities who have purchased the ERC's have not used the reserved capacity then it must sell such reserved capacity 266 ERC's representing 71,820 gpd (or portion thereof) in equivalent capacity back to the Town. In this event, payment arrangements shall be determined solely by the Town. The Developer and the Town agree that the foregoing provision is necessary to insure that the Town's ability to provide appropriate municipal services regarding the collection and treatment of wastewater and other effluent is not compromised by unused capacity.
- 5.1.3 The Town's obligations under this Agreement are conditioned on obtaining total funds and/or commitments of at least \$3.3 million. All funds collected from developers for this project shall be maintained in a separate bank account at Wachovia Bank, N.A. and titled "Dundee Sewer Plant Expansion Account" and such funds shall not be commingled with any other Town funds and shall not be appropriated to any other Town project, except that any funds remaining in the Dundee Sewer Plant Expansion Account after completion of the project and after all project expenses are paid in full, may be appropriated subject to any restrictions established for the use of sewer impact fees. Bank statements for the Dundee Sewer Plant Expansion Account, including any reports of daily account activity, shall be made available to the public upon request as such reports become available to the Town. In the event that the Town is unable to secure the required up front cash along with letters of credit

4

Final Draft 07/28/2004

from developers prior to August 27, 2004 its obligations to expand the wastewater treatment plant and provide a reservation of capacity as described herein are null and void and all monies collected shall be refunded without interest at that time.

- 5.1.4 If the sewer plant expansion project is begun but not fully completed within 3 years from the effective date of this Agreement, then the Developers/Owners shall have the option to seek a refund of monies paid by the Developer/Owners hereunder without interest and in a manner and frequency determined solely by the Town so that such a refund will not compromise, harm, and/or impair the Town's fiscal condition and/or ability to provide necessary municipal services to its citizens. If in the event there is not sufficient waste water treatment capacity available to fulfill the Town's obligations under this agreement, the Town will have no objection to the Developer beginning development utilizing septic tank and without requiring the Developer to install dry lines.
- 6.0 Authority. The Developer/Owner affirmatively represents that it has the requisite authority to transact business in the State of Florida and has the requisite authority to enter into this Agreement.
- 7.0 Binding Effect. The Burdens of this Developer's Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. However no assignments of this Agreement shall be allowed unless the Town consents in writing to same.
- 8.0 Applicable Law, Jurisdiction and Venue. This Developer's Agreement, and the rights and obligations of the Town and the Developer/Owner hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida. If any provision of this Developer's Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Developer's Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 9.0 Exhibits. All exhibits attached hereto contain additional terms of this Developer's Agreement and are incorporated herein by reference.
- 10.0 Captions and Paragraph Headings. Captions and paragraph headings contained in this Developer's Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Developer's Agreement, nor the intent of any provision hereof.

4

Final Draft 07/28/2004

- 11.0 Definitions. Unless specifically defined herein, the terms used in this Developer's Agreement shall be assigned the meanings, interpretations and/or definitions applied to, or provided in, the Town of Dundee Code of Ordinances and/or Florida Law.
- 12.0 Counterparts. This Developer's Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Developer's Agreement.
- 13.0 Merger. This Developer's 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.
- 14.0 Effective Date and Duration. This Agreement shall become effective after it has been duly approved by the Town Council and executed by all parties. It shall remain in full force and effect for a period of five (5) years from that date.
- 15.0 Amendment. This Developer's Agreement may only be amended by mutual consent of the parties in writing.
- 16.0 Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, execute, acknowledge and deliver, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Developer's Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Developer's Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Developer's Agreement, and to coordinate the performance of their respective obligations under the terms of this Developer's Agreement. To the extent of any conflict with the development conditions or other rules and regulations, which may otherwise govern the Development, the terms and conditions of this Developer's Agreement shall prevail.
- 17.0 Notices. Any notices or reports required by this Developer's Agreement shall be sent to the following:

For the Town:	Town Manager Town of Dundee Post Office Box 1000 105 Center Street Dundee, FL 33838-1000
---------------	--

Final Draft 07/28/2004

With a Copy to: Frederick J. Murphy, Jr. Town Attorney
Town of Dundee
Post Office Drawer 30
245 South Central Avenue
Bartow, Florida 33830

For the Developer/Owner: Joe Saunders
Hilltop Groves, LLC
5529 U.S. 98 North
Lakeland, FL 33809

With copy to: Attn: Rick Miller
Miller, Crosby & Miller
P.O. Box 8169
Lakeland, FL 33802

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Developer's Agreement on the day(s) and year set forth below.

(SEAL)

TOWN COUNCIL OF THE
TOWN OF DUNDEE

ATTEST:

By: [Signature]
Town Clerk

By: [Signature]
Kevin Kitto - Mayor

Date: 11th August 04

Approved by Town Attorney
By: [Signature]
Frederick J. Murphy, Jr.
Approved As To Form and Legal
Sufficiency.

Final Draft 07/28/2004

WITNESSES

{ DEVELOPER }

[Handwritten signature]

FILED STATEWIDE
[Handwritten signature]

Hilltop Groves, LLC

By: *Joe L. Saunders*
 Joe L. Saunders

Its: Managing Member

STATE OF FLORIDA
 COUNTY OF Polk

The foregoing instrument is hereby acknowledged before me this 28th day of July, 2004, by Joe L. Saunders, as Managing Member of { DEVELOPER }, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

[Handwritten signature]

 NOTARY PUBLIC
 My Commission Expires _____


 Emily J. Chafin
 My Commission DD244879
 Expires August 26 2007

Exhibit A

**MIDFLORIDA Federal Credit Union
Business Services
Irrevocable Letter of Credit**

Date Issued: August 25, 2004

Letter of Credit No. 302997

Beneficiary: Town of Dundee
P.O. Box 1000
105 Center Street
Dundee, Florida 33838

Honorable Mayor and Town Council Members:

We hereby issue our irrevocable letter of credit in your favor, for the account of **Hilltop Groves, LLC, 5529 U.S. 98 North, Lakeland, Florida 33809** in the aggregate amount of **USD Five hundred eighty three thousand four hundred nineteen dollars and thirty six cents (\$583,419.36)** available to you in three payments upon presentation of your draft(s) at sight on ourselves when accompanied by an affidavit signed jointly by the Town Mayor and Town Manager of Dundee, both authorized representatives of the Town of Dundee, certifying each stage of sewer plant expansion completion has been reached and stating that funds are due and payable by **Hilltop Groves, LLC** in return for the Town of Dundee reserving and assigning a total of **266 ERC's** of sewer plant capacity exclusively for utilization by **Hilltop Groves, LLC** in accordance with the following schedule as agreed:

Payment No. 1, for the amount of **\$107,848.12** is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment No. 2, for the amount of **\$107,848.12** is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

Final Draft 07/28/2005

Payment No. 3, for the amount of **\$367,723.12** is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the Town's engineer for the sewer plant expansion project, which is expected to occur on or before December 31, 2005.

The Town's certifications described herein as to payment requests shall be final and binding on **Hilltop Groves, LLC** and the **MIDFLORIDA Federal Credit Union** and once delivered to **Hilltop Groves, LLC** requires immediate payment to the Town of the funds requested.

This irrevocable letter of credit sets forth in full the terms of our undertaking. This undertaking shall not in any way be modified, amended, or amplified by reference to any document or contract referred to herein.

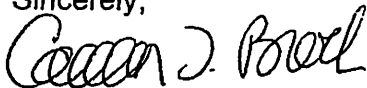
Drafts drawn under this credit must state on their face "drawn under **MIDFLORIDA Federal Credit Union** irrevocable letter of credit number **302997** dated **August 25, 2004**.

It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiry date unless at least (number of days) prior to such expiration date, we notify you in writing by certified mail or express courier that we elect not to renew this letter of credit for any such additional one year period.

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this credit shall be duly honored if presented together with documents as specified and the original of this credit, at this office on or before December 31, 2005.

Except as otherwise expressly stated herein, this letter of credit is subject to the Uniform Customs and Practices for Documentary Credits, established by the International Chamber of Commerce, as in effect on the date of issuance of this credit.

Sincerely,



Cameron Brock
Assistant Vice President
MIDFLORIDA Federal Credit Union
Business Services

INSTR # 2021295125
BK 11979 Pgs 0250-0251 PG(s)2
11/12/2021 07:29:43 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 11,914.00

This document prepared by and Return to:
Richmond Amercan Homes of Florida LP
2822 Commerce Park Drive #100
Orlando, FL 32819

Grantee Tax ID# 33-1077984
Parcel Tax ID#272823-000000-013010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (“Deed”) is made this 3 day of November, 2021, between **HILLTOP GROVES, L.L.C.**, a Florida limited liability company, whose address is 5529 US 98N, Lakeland, FL 33809 (“Grantor”), and **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado limited partnership, whose address is 2822 Commerce Park Drive, Suite 100, Orlando, Florida 32819 (“Grantee”).

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), to it in hand paid by the Grantee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has bargained and sold and does hereby grant and convey unto the Grantee and the Grantee’s heirs, successors and assigns forever, in fee simple absolute, all of Grantor’s right, title, and interest in and to the following described land, situate, lying and being in Polk County, Florida, to wit (“Property”):

THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS AND EXCEPT A STRIP OF LAND 15 FEET IN WIDTH OFF THE NORTHERLY, EASTERLY AND SOUTHERLY SIDES THEREOF FOR PUBLIC HIGHWAY PURPOSES, ALSO LESS AND EXCEPT ADDITIONAL ROAD RIGHT-OF-WAY AS SHOWN IN DEED RECORDED IN OFFICIAL RECORDS BOOK 447, PAGE 570, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH all tenements, hereditaments, improvements, fixtures, and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the Property in fee simple forever.

GRANTOR covenants that at the time of delivery of this deed, except as set forth on Exhibit “A” hereto, the Property is free of any liens or encumbrances, and Grantor hereby specially warrant the title to the Property, and will defend it against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day, month and year first above written.

GRANTOR:

WITNESSES:

HILLTOP GROVES, L.L.C., a Florida limited liability company

Pam Chancey
Print Name: Pam Chancey

By: Joe Saub
Name: LEE SAUNDERS - HILLTOP GROVES, LLC
Title: MANAGER

A. David Norris
Print Name: A. David Norris

STATE OF FLORIDA)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of December 2021, by Lee Saunders of Hilltop Grove, L.L.C., a Florida limited liability company, on behalf of the corporation.

Personally Known OR Produced Identification

Type of Identification Produced: _____

Pamela G. Chancey
(Signature of Notary Public)

Pamela G. Chancey
(Print, Type, or Stamp Commissioned Name of Notary Public)



PAMELA G. CHANCEY
Commission #HH 010422
Expires October 15, 2024
Bonded Thru Budget Notary Services

My Commission expires: 10-15-2024

Affix Notary SEAL

Online Notary: (Check Box if acknowledgment done by Online Notarization)

**Stewart Title Guaranty Company
Combined Statement**

Stewart Title Guaranty Company, Tampa
3402 West Cypress Street, Tampa, FL 33607, (813) 768-5620
Escrow Officer: Janice Coulton

Seller(s) Hilltop Groves, L.L.C., 6529 U.S. Highway 88 North, Lakeland, FL 33809
Buyer(s) Richmond American Homes of Florida, LP, 2822 Commerce Park Drive, Suite 100, Orlando, FL 32818
Lender(s)
Property Property Address
Lake Hatchineha Road Dundee, Florida 33844

Site/Store Number
Hilltop

PIN
27-28-23-000000-013010

Closing Date 11/4/2021 Disbursement Date 11/4/2021 Proration Date 11/4/2021

Buyer			Seller	
Debit	Credit		Debit	Credit
		Sales Price/Consideration		
\$1,702,000.00		Contract sales price		\$1,702,000.00
		Deposits		
	\$25,000.00	Initial Earnest Money Deposit		
		Prorations		
\$847.57		County taxes 11/4/2021 to 1/1/2022 @ \$4,075.23/yr		\$847.57
		Other Adjustments		
\$259,000.00		Reimbursement to Seller for Sewer impacts fees \$3,500.00 per Lot x 74 Lots		\$259,000.00
		Title Charges		
\$750.00		Settlement or closing fee to Stewart Title Commercial Services - Tampa	\$750.00	
\$7,613.00		Title Insurance to Stewart Title Guaranty Company Owner's coverage \$1,702,000.00 \$8,830.00 - FL 9 1 06 r 8 14 REM Unimprvd Land OP STG \$883.00 - FL Survey Comm STG \$100.00		
\$225.00		Document Coordination Fee to Stewart Title Commercial Services - Tampa	\$225.00	
\$500.00		Search Fee - Invoice No. 51175 to Stewart Title Commercial Services - Tampa		
		Recording Fees/Transfer Charges		
		Recording fees: Special Warranty Deed - Estimate	\$100.00	
		Documentary Stamps Deed	\$11,914.00	
		Additional Charges		
		2021 Real Estate Taxes - Account #272823-000000-013010 to Joe G. Tedder, CFC, Tax Collector for Polk County	\$4,075.23	
\$1,970,735.57	\$26,000.00	Subtotals	\$17,084.23	\$1,961,847.57
	\$1,945,735.57	Balance due from Buyer		
		Balance due to Seller	\$1,944,583.34	
\$1,970,735.57	\$1,970,735.57	Totals	\$1,961,847.57	\$1,961,847.57

**Stewart Title Guaranty Company
Combined Statement**

Buyer and Seller (Transferee and Transferor) understand the Closer or Escrow Agent on behalf of Stewart Title Guaranty Company - Stewart Title Guaranty Company - Commercial Services has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Buyer and Seller (Transferee and Transferor) understand that tax and insurance proration and reserves were based on figures for the preceding year or supplied by others, or based on estimated figures for current year, and, in the event of any change for current year, all necessary adjustments must be made between Buyer and Seller (Transferee and Transferor) directly. The undersigned hereby authorizes Stewart Title Guaranty Company - Stewart Title Guaranty Company - Commercial Services to make expenditures and disbursements as shown above and approve the same for payment. The undersigned also acknowledge receipt of proceeds as applicable, and receipt of a copy of this Statement.

Dated as of this 2nd day of November, 2021

Buyer(s):

RICHMOND AMERICAN HOMES OF FLORIDA LP,
a Colorado limited partnership

BY: RAH of Florida, Inc., a Colorado corporation,
General Partner

BY: [Signature]
Name: F. Brian Denny
Title: V.P., Land

Seller(s):

HILTON GROVES, L.L.C.,
a Florida limited liability company

By: [Signature]
Name: Leo Saunders
Title: Manager

Stewart Title Guaranty Company,
a Texas Corporation

_____ Date

By _____
Janice Coulton
Commercial Escrow Officer

RESOLUTION NO. 20-13

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, MAKING FINDINGS AND, IN ACCORDANCE WITH SECTION 54-18 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, TEMPORARILY WAIVING IDLE CAPACITY CHARGE(S) FOR A PERIOD OF EIGHTEEN (18) MONTHS BEGINNING ON THE EFFECTIVE DATE OF THIS RESOLUTION AND PROVIDING FOR THE FULL AMOUNT OF THE TOWN OF DUNDEE IDLE CAPACITY CHARGE(S) TO AUTOMATICALLY BE REINSTATED UPON THE EXPIRATION OF EIGHTEEN (18) MONTHS FROM THE EFFECTIVE DATE OF THIS RESOLUTION; PROVIDING FOR APPLICABILITY OF THE TEMPORARY WAIVER OF IDLE CAPACITY CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, the Town Commission has reviewed the current charge(s) for reserved capacity arising out of current and active Equivalent Residential Connection(s) (“ERC”) in the Town of Dundee water and wastewater utility system; and

WHEREAS, in accordance with Section 54-18(c) of the Code of Ordinances of the Town of Dundee, Florida, the Town Commission may, from time to time, set the amount(s) charged and collected for Idle Capacity charges by resolution; and

WHEREAS, in March, 2007 in accordance with Section 54-18 of the Code of Ordinances of the Town of Dundee, the Town Commission adopted Resolution 07-09 establishing Idle Capacity Charges; and

WHEREAS, in response to the COVID-19 pandemic and economic difficulties arising therefrom, the Town Commission desires to stimulate new development within the Town of Dundee, Florida, and promote economic activity within the Town of Dundee, Florida; and

WHEREAS, the Town Commission desires, for a temporary period of time not to exceed eighteen (18) months and beginning on the effective date of this Resolution, to waive the Idle Capacity Charges imposed by the Town of Dundee, Florida, for any current and active unredeemed ERC and/or paid connection fee; and

WHEREAS, the Town Commission finds that a temporary waiver of the Town of Dundee Idle Capacity Charges, for a period of time not to exceed eighteen (18) months beginning on the effective date of this Resolution, will promote the development, growth, and vitality of the Town of Dundee, Florida, and will further the health, safety and welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. The above recitals are incorporated as a factual basis for the passage of this Resolution.

Section 2. The current amount of all Town of Dundee Idle Capacity Charges as set forth in Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, and first established by Resolution 07-09 of the Town Commission of the Town of Dundee and related schedule of such charges that may be on file in the Town Clerk's office are hereby temporarily waived for a period of eighteen (18) months beginning on the effective date of this Resolution; and all Idle Capacity Charges shall automatically be reinstated to the amount(s) charged on the effective date of this Resolution as of December 23, 2021. All other provisions of Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, and Resolution 07-09 shall remain in full force and effect.

Section 3. The temporary waiver of the Town of Dundee Idle Capacity Charges established by this Resolution shall apply prospectively beginning on the effective date of this Resolution. The temporary waiver of the Town of Dundee Idle Capacity Charges shall not be applicable to waive any currently past-due or delinquent charge(s) for unpaid Idle Capacity Charges; and the temporary waiver of the Town of Dundee Idle Capacity Charges shall not be applicable to unredeemed ERCs which are inactive, expired, and/or have not been renewed by the Town Commission on or before the effective date of this Resolution.

Section 4. This Resolution shall be effective immediately upon passage by the Town Commission.

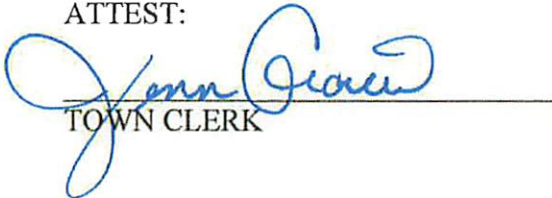
INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 23rd day of June, 2020.

TOWN OF DUNDEE, FLORIDA

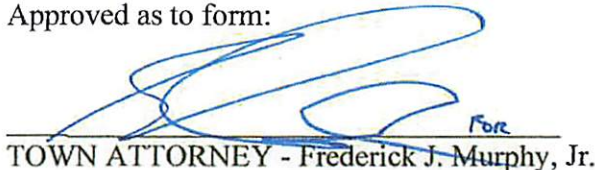


MAYOR- Sam Pennant

ATTEST:


TOWN CLERK

Approved as to form:


TOWN ATTORNEY - Frederick J. Murphy, Jr.



TOWN COMMISSION MEETING

November 13, 2023 at 6:30 PM

AGENDA ITEM TITLE: DISCUSSION AND ACTION, RFP 24-03 1 REAR LOADER 31 YARD GARBAGE TRUCK

SUBJECT: The Town Commission will consider authorizing the Town Manager to release a Request for Proposal (RFP) 24-03 for 1 rear loader 31 yard garbage truck.

STAFF ANALYSIS: RFP 24-03 requests the necessary purchase of a 31 yard rear load garbage truck as approved in the FY 2023 – 2024 budget.

FISCAL IMPACT: TBD

STAFF RECOMMENDATION: Authorization for the Town Manager to release RFP 24-03 for the purchase of a rear load garbage truck.

ATTACHMENTS: RFP 24-03

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR

1 REAR LOADER 31 YARD GARBAGE TRUCK

RFP NUMBER: 24-03

**Responses are due by
4:00 PM on DECEMBER 13, 2023**

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFP 24-03
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:

Trevor Douthat
Town Clerk

Town of Dundee

tdouthat@townofdundee.com

(863) 438-8330, Ext 258

TABLE OF CONTENTS

REQUEST FOR PROPOSAL

TERMS AND CONDITIONS

WORK SUMMARY

PROPOSAL/BID FORM

DRAWINGS/DEPICTIONS

AFFIDAVIT CERTIFICATION IMMIGRATION.....A1

AFFIDAVIT NONCOLLUSIONA2

CERTIFICATION OF DRUG-FREE WORKPLACEA3

SALES TAX SAVINGS FORMA4



RFP 24-03

**FY 2023-2024 – 1 REAR LOADER 31 YARD
GARBAGE TRUCK**

Sealed Bids marked “SEALED BID – FY 2023-2024 – 1 REAR LOADER 31YARD GARBAGE TRUCK” will be received by the Town Manager of the Town of Dundee, Florida, until 4:00 PM Wednesday, December 13, 2023 at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

The Town of Dundee (the “Town”) is seeking proposals on and/or for one (1) Rear Loader 31 Yard Garbage/Sanitation Truck (the “Truck”) in accordance with the requirements and specification set forth herein and as depicted by **Exhibit “A”** which is attached to the Work Summary and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance though the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance though a bank or lending institution the purchase price of and/or for the One (1) Rear Loader 31 Yard Garbage/Sanitation Truck; and (2) a total purchase price not to exceed \$250,000.00 for the unit delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this RFP 24-03 are, as follows:

1. The bidder must provide lead time of the unit (from build to delivery).
2. Bidder must include all warranty on the body and chassis (3-5 year).
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS:

- Body color – White with the option of Green
- 31 Yard Capacity
- Roof 10 gauge or better steel
- Sides 1/8inch thick or better
- Packer panel 1/4inch thick or better
- Body floor 3/16inch thick or better
- Tailgate back 1/8inch thick
- Tailgate sides 10 gauge or better

- Hooper floor/sides 1/4inch thick
- Ram guide 3/8inch x 3inch
- Trucks can empty debris either by slider wall or dumping.
- The hydraulic system should be 1 pump system and have cooling fans to prevent overheating of hydraulic system.
- Must have emergency valves/solenoids to bypass the electrical controls in case of failure.
- Grease/liquid clean out area doors must be equal (same amount of access space to clean out).
- Cab color – White with an option of Orange
- Electric mirrors/ heated
- Electric windows
- Heat/Ac
- Air ride/adjustable seats
- Wash out floor mats/ rubber flooring.
- Prefer a full cab not a cab over if Cab over is only choice auto car would be preferred.
- Radio AM/FM Bluetooth

OTHER SPECIFICATIONS:

- Automatic transmission
- Diesel powered with DEF system.
- Differential lock must be included.
- Access doors for cleaning and maintenance of body
- Locate stickers for all grease points.
- Side/rear view and hopper cameras must be included.
- Side and rear strobe lights
- Work lights for side and rear and in the hopper area of truck
- Back up alarm
- 2 – Cart tippers
- Broom and shovel rack
- Tippers must be capable of emptying carts from a 45gallon to a 96gallon cart.
- Crew members steps on the rear of the truck should at least be 2 ½ to 3 feet long with a width of at least 10inches. Should be adjustable at attach points of the truck.

No Pre-Bid meeting will occur, as it will not be a requirement of this RFP 24-03.

On Thursday, December 14, 2023 at 10:30 AM, bids will be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

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

Questions may be submitted to the Interim Town Clerk until 4:30pm on Wednesday, November 29, 2023. For more information regarding this RFP 24-03, please contact **Trevor Douthat, Town Clerk, (863) 438-8330 or by e-mail at tdouthat@townofdunde.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 Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Trevor Douthat, Town Clerk, Town of Dundee, Florida, and marked RFP 24-03: FY 2023-2024 – 1 REAR LOADER 31 YARD GARBAGE TRUCK.

The Town of Dundee welcomes your response to this RFP 24-03. 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 24-03 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 24-03. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all bids received pursuant to this RFP 24-03, re-advertise RFP 24-03, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

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

1) GENERAL CONDITIONS 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 For 1-REAR LOADER 31 YARD GARBAGE TRUCK No. 24-03** (the “RFP”) to the contrary, the obligation of the Town of Dundee (the “Town”) to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.
- e) **PUBLIC RECORDS:**

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

Public Records. Consultant/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

- iv) Upon completion of the Contract (as defined in Section 2), transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- f) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, tdouthat@townofdundee.com, Trevor Douthat, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

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

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

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, CONTRACTOR 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. CONTRACTOR 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 24-03 and/or the CONTRACT at the TOWN's option if the CONTRACTOR 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By Entering into the CONTRACT, CONTRACTOR certifies that it is not on the convicted vendor list.
- c) ***Drug-Free Workplace.*** By entering into the CONTRACT, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and any subcontractor hired by the CONTRACTOR. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR 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 CONTRACTOR, the CONTRACTOR 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.*** CONTRACTOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. CONTRACTOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the CONTRACTOR's social, political, or ideological interests in the award of this RFP 24-03 and/or the CONTRACT.
- f) ***Contracting with Foreign Entities.*** By entering into the CONTRACT, CONTRACTOR 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, CONTRACTOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in CONTRACTOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the CONTRACTOR organized under the laws of a Foreign Country of Concern, nor does the CONTRACTOR have its principal place of business located in a Foreign Country of Concern. If this RFP 24-03 and/or the CONTRACT permits the CONTRACTOR to access the personal identifying information of any individual, CONTRACTOR agrees to notify the TOWN in advance of any contemplated transaction that would cause CONTRACTOR to be disqualified from such access under Section 287.138 of the Florida Statutes. CONTRACTOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the CONTRACTOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

2) DEFINITIONS

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

- a) **APPLICABLE LAW:** Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.
- b) **BUSINESS DAYS:** Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.
- c) **CALENDAR DAYS:** Any and all days in a 365-day calendar year.
- d) **CHANGES:** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.
- e) **DAYS:** A calendar day unless specifically stated otherwise.
- f) **TOWN:** The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.
- g) **CONTRACT:** The agreement entered into and executed by the Town and Contractor and includes, but shall not be limited to, the Contract Documents.
- h) **CONTRACTOR:** The successful bidder who enters into the Contract with the Town to complete the project set forth in the RFP.
- i) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.
- j) **CONTRACT DOCUMENTS:** The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans

and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.

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

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

3) INTERPRETATIONS OR ADDENDA:

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

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

- a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The Contractor may offer any brand for which they are an authorized representative, which meets or exceeds

the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The Contractor shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The Contractor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.

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

5) SAMPLES:

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

6) PROTEST PROCEDURES:

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

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

than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

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

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

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

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

7) PROPOSALS:

- a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.
- b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.
- c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).
- d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.
- f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.
- g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.
- h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

8) PRICES, TERMS, AND PAYMENT:

- a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.
- b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.
- c) **Discounts:** Contractor may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

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

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

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

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

11) SAFETY STANDARDS:

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

12) INVOICING AND PAYMENT:

The Contractor shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

13) WITHDRAWAL OF PROPOSALS:

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

14) NONCOLLUSION AGREEMENT:

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

15) REJECTION OF BIDS:

The Town may reject a bid if:

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

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

16) STATEMENT OF QUALIFICATIONS:

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

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

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

17) AWARD OF CONTRACT:

- a) The Town reserves the right to award contract(s) to more than one Contractor, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.
- b) The Contractor may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Contractor is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **Contractor shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.**
- c) A written award of acceptance mailed or otherwise furnished to the Contractor results in a binding contract without further action by either party.
- d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:

- i) Evaluations and quality of performance on previous projects;
- ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
- iii) Ability to fulfill the contract within the time specified, without delay;
- iv) Character, integrity, reputation, judgment, experience and efficiency;
- v) Previous compliance with laws and ordinances relating to the contract;
- vi) Sufficiency of the financial resources to fulfill the contract;
- vii) Quality, availability and adaptability of the supplies or contractual services;
- viii) Ability to provide future maintenance and service, as required or needed; and
- ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

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

19) PERFORMANCE:

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

20) SERVICE AND WARRANTY:

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

21) GOVERNMENTAL RESTRICTIONS:

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

22) PRICE AND ADJUSTMENTS:

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

23) EQUAL EMPLOYMENT OPPORTUNITY:

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

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

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.
- b) The MSDS shall be maintained by the Town and must include the following information:
 - i) The Division/Department to which the material was shipped.
 - ii) The chemical name and the common name of the toxic substance.

- iii) The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosivity, and reactivity;
 - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- v) The emergency procedures for spills, fire, disposal, and first aid.
- vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
- vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25) TIE BIDS:

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

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

- e) Business location closest to the Town.

26) NOTICE:

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million (\$1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- c) Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the Town if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

27) UNAUTHORIZED ALIEN(S):

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFIATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov le-verify or contact USCIS at **1-888-464- 4218**.

CONSTRUCTION AND OTHER CLAUSES

(provisions related to construction may not be applicable to all contracts awarded)

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

28) ERRORS:

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

29) UNIT PRICES:

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

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

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

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies.

When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) BID PRICES.

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

b) ORDERING.

- i) The Town may exercise its right to direct purchase any component of the bid, at the Contractor's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor shall fully cooperate with the Town, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.
- ii) Following receipt of a sales tax savings form from the Contractor, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.
- iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

c) EXPEDITING.

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

d) RECEIPT.

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

i) BILLINGS/PAYMENTS.

- i) All ODP's shall be billed to the Town in care of the Contractor.

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

j) **OTHER CONSIDERATIONS.**

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

31) INSPECTION:

- a) For the Town, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the Contractor in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.

- i) The examination and/or assistance by the Town shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.
 - ii) The Town shall not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.
 - iii) The Town shall not be responsible for the acts or omissions of Contractor or any Subcontractors, or any of Contractor's agents or employees.
 - iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.
- c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.
 - d) If the Town finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the Contractor.
 - e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.
 - f) The Town may order the Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

32) SUPERVISION:

The Contractor shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the Town

or if the Contractor discharges the project superintendent. If the Contractor is not present, the Town shall be permitted to consider the project superintendent the Contractor's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

33) ACCIDENT PREVENTION:

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

34) CLAIMS FOR ADDITIONAL PAY:

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

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

35) FITTING AND COORDINATION OF THE WORK:

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

36) SUB-CONTRACTING:

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

37) MUTUAL RESPONSIBILITY OF CONTRACTORS:

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

38) LINES AND GRADES:

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

39) ASSIGNMENT OR NOVATION:

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

40) OTHER CONTRACTS:

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

41) PATENT INFRINGEMENT:

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

42) SHOP DRAWINGS:

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

43) PLANS AND SPECIFICATIONS:

- a) The Town shall furnish the Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of plans and specifications, the Contractor may obtain these if it pays the cost of reproduction.
- b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

44) SUB-SURFACE DATA:

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

45) FACILITIES, MATERIALS, AND EMPLOYEES:

- a) Unless it is otherwise stipulated in the Contract Documents, the Contractor shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.
- b) The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town's applicable specifications.

- c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.
- d) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.
- e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.
- g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

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

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

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

48) PROTECTION OF MONUMENTS:

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

49) USE OF PREMISES:

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

50) WORK PROGRESS:

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

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

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

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

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

52) DISPUTES:

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

53) CONTRACTOR INSURANCE:

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

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

(1) Worker’s Compensation Insurance:

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

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

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

(2) General Liability Insurance:

- (a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:
- (i) Mold, Fungus or Bacteria
 - (ii) Terrorism
 - (iii) Sexual Molestation
- (b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:
- (i) Architects and Engineers Professional Liability
 - (ii) Exterior Insulation and Finish Systems (EIFS)
- (c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:
- | | |
|----------------------|---|
| (i) \$1,000,000.00 | General Aggregate |
| (ii) \$1,000,000.00 | Products/Completed Operations Aggregate |
| (iii) \$1,000,000.00 | Personal and Advertising Injury |
| (iv) \$1,000,000.00 | Each Occurrence |

(3) Automobile Liability Insurance:

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

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

(4) Property Insurance:

- (a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s)

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

- (b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.
 - (c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the Contractor and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.
- ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.

- iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under the Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

54) INDEMNIFICATION:

- a) The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the Contractor including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or organization directly or indirectly employed and/or utilized by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:
 - i) Any omission, default, or negligent act of the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);
 - ii) Any and all bodily injuries, sickness, disease or death;
 - iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;
 - iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or
 - v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any

tier or their respective employees and/or persons and/or entities under Contractor's direction and/or control.

- vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, sub-consultants, sub-consultants, materialmen, or agents of any tier or their respective employees.
- b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.
- c) This contractual indemnity shall survive the termination of this Contract.
- d) Contractor shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.
- f) Additionally, if Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.
- g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such

obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor

- h) The Contractor shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.
- i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the Contractor.
- j) The Contractor and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor or subcontractor or sub-subcontractor agree to notify the insurer and request the policy be endorsed with a "waiver of transfer of rights against others" or its equivalent. This "waiver of subrogation" requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the Contractor of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.
- l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

55) BID BOND:

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

56) PERFORMANCE AND PAYMENT BOND:

- a) In cases where the bid price exceeds \$30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The Contractor shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).
- b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(1)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

57) BONDING COMPANY QUALIFICATIONS:

- a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:
 - i) Minimum rating of "A-" or better;
 - ii) Financial Size Category of "VII" according to the A.M. Best Company; and
 - iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.

- b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.
- c) **Awards of \$500,000 or less:** Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.
- d) **Power of Attorney:** An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.
- e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

58) PAYMENT:

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

59) LIENS:

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

60) GUARANTEE:

- a) The Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its entirety. The Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.
- b) Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.
- c) A notice of defect(s) will be issued by the Town. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed

defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.

- d) Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the Contractor shall notify the Town, in writing, of correction in defects. The Contractor shall transmit to the Town a copy of each certified statement as required below.
- e) Each Subcontractor shall transmit to the Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and Town, a certified statement as to:
 - i) The work performed and/or materials supplied; and
 - ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

61) THE CONSTRUCTION AGREEMENT:

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

62) CONSTRUCTION SCHEDULE:

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

- d) The Town's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

63) FINAL INSPECTION:

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

64) CONSTRUCTION AND CONSULTING EVALUATION:

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

WORK SUMMARY

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

PART 2 – PRODUCTS

PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

A. “FY 2023-24 – 1 REAR LOADER 31 YARD GARBAGE TRUCKS”

The Town of Dundee (the “Town”) is seeking proposals on and/or for one (1) Rear Loader 31 Yard Garbage/Sanitation Truck (the “Truck”) in accordance with the requirements and specification set forth herein and as depicted by **Exhibit “A”** which is attached to the hereto and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance through the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance through a bank or lending institution the purchase price of and/or for the One (1) Rear Loader 31 Yard Garbage/Sanitation Truck; and (2) a total purchase price not to exceed \$250,000.00 for the unit delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this RFP 24-03 are, as follows:

1. The bidder must provide lead time of the unit (from build to delivery).
2. Bidder must include all warranty on the body and chassis (3-5 year).
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS:

- Body color – White with the option of Green
- 31 Yard Capacity
- Roof 10 gauge or better steel
- Sides 1/8inch thick or better
- Packer panel 1/4inch thick or better
- Body floor 3/16inch thick or better
- Tailgate back 1/8inch thick
- Tailgate sides 10 gauge or better
- Hooper floor/sides 1/4inch thick
- Ram guide 3/8inch x 3inch
- Trucks can empty debris either by slider wall or dumping.
- The hydraulic system should be 1 pump system and have cooling fans to prevent overheating of hydraulic system.
- Must have emergency valves/solenoids to bypass the electrical controls in case of failure.
- Grease/liquid clean out area doors must be equal (same access space to clean out).

- Cab color – White with an option of Orange
- Electric mirrors/ heated
- Electric windows
- Heat/Ac
- Air ride/adjustable seats
- Wash out floor mats/ rubber flooring.
- Prefer a full cab not a cab over if Cab over is only choice auto car would be preferred.
- Radio AM/FM Bluetooth

OTHER SPECIFICATIONS:

- Automatic transmission
- Diesel powered with DEF system.
- Differential lock must be included.
- Access doors for cleaning and maintenance of body
- Locate stickers for all grease points.
- Side/rear view and hopper cameras must be included.
- Side and rear strobe lights
- Work lights for side and rear and in the hopper area of truck
- Back up alarm
- 2 – Cart tippers
- Broom and shovel rack
- Tippers must be capable of emptying carts from a 45gallon to a 96gallon cart.
- Crew members steps on the rear of the truck should at least be 2 ½ to 3 feet long with a width of at least 10inches. Should be adjustable at attach points of the truck.

PART 2 – PRODUCTS

All products and material shall meet or exceed all specifications set forth by this RFP, as described in either graphical or in written form, and/or as required in writing by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

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

1.2 ADJUSTING

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

1.3 WARRANTIES

- A. All work, product(s), equipment, materials, and workmanship shall be warranted for a

minimum of one (1) calendar year from the date of acceptance by the Town Commission of the Town of Dundee, Florida.



BID FORM

FY 2023-2024 – 1 REAR LOADER 31YARD GARBAGE TRUCK

RETURN DATE: December 13, 2023 by 4:00 PM
RETURN TO: Office of the Town Clerk
Attn: RFP 24-03
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

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

Bid Alternate

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

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: _____

Company Address: _____

Company City: _____ State: _____ Zip: _____

Company Phone Number: _____ Fax Number: _____

Authorized Representative: _____

Signature: _____ Date: _____

Print Name: _____ Phone Number: _____

Title: _____

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

EXHIBIT – A



AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

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

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

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

Company Name _____

Signature _____

Date: _____

Printed Name _____

Title _____

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

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

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

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

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

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

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

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

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

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I _____ (“Undersigned”), certify that:

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

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

DATE: _____ NAME OF ENTITY: _____

PHONE/FAX: _____

ADDRESS: _____

SIGNATURE: _____

PRINT NAME: _____

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

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

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

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR

2 - AUTOMATED SIDE LOADER 31YARD GARBAGE TRUCKS

RFP NUMBER: 24-02

**Responses are due by
4:00 PM on DECEMBER 13, 2023**

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFP 24-02
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:

Trevor Douthat
Town Clerk

Town of Dundee

tdouthat@townofdundee.com

(863) 438-8330, Ext 258

TABLE OF CONTENTS

REQUEST FOR PROPOSAL

TERMS AND CONDITIONS

WORK SUMMARY

PROPOSAL/BID FORM

DRAWINGS/DEPICTIONS

AFFIDAVIT CERTIFICATION IMMIGRATION.....A1

AFFIDAVIT NONCOLLUSIONA2

CERTIFICATION OF DRUG-FREE WORKPLACEA3

SALES TAX SAVINGS FORMA4



RFP 24-02

FY 2023-2024 – 2 AUTOMATED SIDE LOADER 31 YARD GARBAGE TRUCKS

Sealed Bids marked “SEALED BID – FY 2023-2024 – 2 AUTOMATED SIDELOADER 31 YARD GARBAGE TRUCKS will be received by the Town Manager of the Town of Dundee, Florida, until 4:00 PM Wednesday, December 13, 2023 at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

The Town of Dundee (the “Town”) is seeking proposals on and/or for two (2) Automated Side Loader 31 Yard Garbage/Sanitation Trucks (the “Trucks”) in accordance with the requirements and specification set forth herein and as depicted by **Exhibit “A”** which is attached to the Work Summary and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance though the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance though a bank or lending institution the purchase price of and/or for the Two (2) Automated Side Loader 31 Yard Garbage/Sanitation trucks; and (2) a total purchase price not to exceed \$500,000.00 for both units delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Trucks and this RFP 24-02 are, as follows:

1. Bidder must provide Lead time of the units. (from build to delivery)
2. Bidder must include all warranty on the body and chassis. (3-5year preferred)
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS:

- Body color – White with the option of Green
- 31 Yard Capacity
- Roof 10 gauge or better steel
- Sides 1/8inch thick or better
- Packer panel 1/4inch thick or better
- Body floor 3/16inch thick or better
- Tailgate back 1/8inch thick
- Tailgate sides 10 gauge or better

- Hooper floor/sides 1/4inch thick
- Ram guide 3/8inch x 3inch
- Must be a dump body. Not ram driven to empty debris from body
- Hydraulic should be 2 pump systems and or have cooling fans to prevent overheating of hydraulic system.
- Must have emergency valves/solenoids to bypass the electrical controls in case of failure.
- Grease/liquid clean out area doors must be equal to each other (same amount of access space to clean out).
- Cab color – White with the option for Orange
- The option of being driven from both sides of the cab.
- Electric mirrors/ heated
- Electric windows
- Heat/Ac
- Air ride/adjustable seats
- Wash out floor mats/ rubber flooring.
- Prefer a full cab not a cab over if Cab over is only choice auto car would be preferred.
- Radio AM/FM Bluetooth

OTHER SPECIFICATIONS:

- Automatic transmission
- Diesel powered with DEF system.
- Differential lock must be included.
- Access doors for cleaning and maintenance of body
- Locate stickers for all grease points.
- Side/rear view and hopper cameras must be included.
- Side and rear strobe lights
- Work lights for side and rear and in the hopper area of truck
- Back up alarm
- Arm cycle counter
- Broom and shovel rack
- Hopper ladder
- Out of the cab arm controls.
- Grabbers must be capable of emptying carts from a 45gallon to a 96gallon cart.

No Pre-Bid meeting will occur, as it will not be a requirement of this RFP 24-02.

On Thursday, December 14, 2023 at 10:30 AM, bids will be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

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

Questions may be submitted to the Interim Town Clerk until 4:30 PM on Wednesday, November, 29, 2023. For more information regarding this RFP 20-02, please contact **Trevor Douthat, Town Clerk, (863) 438-8330** or by e-mail at tdouthat@townofdunde.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 Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

An original and five (5) copies, for a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Trevor Douthat, Town Clerk, Town of Dundee, Florida, and marked RFP 24-02: FY 2023-2024 – 2 AUTOMATED SIDE LOADER 31 YARD GARBAGE TRUCKS.

The Town of Dundee welcomes your response to this RFP 24-02. 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 24-02 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 24-02. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all bids received pursuant to this RFP 24-02, re-advertise RFP 24-02, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

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

1) GENERAL CONDITIONS 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 For 2-AUTOMATED SIDE LOADER 31 YARD GARBAGE TRUCKS No. 24-02** (the “RFP”) to the contrary, the obligation of the Town of Dundee (the “Town”) to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.
- e) **PUBLIC RECORDS:**

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

Public Records. Consultant/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

- iv) Upon completion of the Contract (as defined in Section 2), transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- f) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, tdouthat@townofdundee.com, Trevor Douthat, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

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

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

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, CONTRACTOR 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. CONTRACTOR 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 24-02 and/or the CONTRACT at the TOWN's option if the CONTRACTOR 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By Entering into the CONTRACT, CONTRACTOR certifies that it is not on the convicted vendor list.
- c) ***Drug-Free Workplace.*** By entering into the CONTRACT, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and any subcontractor hired by the CONTRACTOR. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR 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 CONTRACTOR, the CONTRACTOR 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.*** CONTRACTOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. CONTRACTOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the CONTRACTOR's social, political, or ideological interests in the award of this RFP 24-02 and/or the CONTRACT.
- f) ***Contracting with Foreign Entities.*** By entering into the CONTRACT, CONTRACTOR 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, CONTRACTOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in CONTRACTOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the CONTRACTOR organized under the laws of a Foreign Country of Concern, nor does the CONTRACTOR have its principal place of business located in a Foreign Country of Concern. If this RFP 24-02 and/or the CONTRACT permits the CONTRACTOR to access the personal identifying information of any individual, CONTRACTOR agrees to notify the TOWN in advance of any contemplated transaction that would cause CONTRACTOR to be disqualified from such access under Section 287.138 of the Florida Statutes. CONTRACTOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the CONTRACTOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

2) DEFINITIONS

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

- a) **APPLICABLE LAW:** Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.
- b) **BUSINESS DAYS:** Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.
- c) **CALENDAR DAYS:** Any and all days in a 365-day calendar year.
- d) **CHANGES:** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.
- e) **DAYS:** A calendar day unless specifically stated otherwise.
- f) **TOWN:** The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.
- g) **CONTRACT:** The agreement entered into and executed by the Town and Contractor and includes, but shall not be limited to, the Contract Documents.
- h) **CONTRACTOR:** The successful bidder who enters into the Contract with the Town to complete the project set forth in the RFP.
- i) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.
- j) **CONTRACT DOCUMENTS:** The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans

and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.

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

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

3) INTERPRETATIONS OR ADDENDA:

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

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

- a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The Contractor may offer any brand for which they are an authorized representative, which meets or exceeds

the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The Contractor shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The Contractor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.

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

5) SAMPLES:

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

6) PROTEST PROCEDURES:

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

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

than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

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

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

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

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

7) PROPOSALS:

- a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.
- b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.
- c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).
- d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.
- f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.
- g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.
- h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

8) PRICES, TERMS, AND PAYMENT:

- a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.
- b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.
- c) **Discounts:** Contractor may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

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

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

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

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

11) SAFETY STANDARDS:

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

12) INVOICING AND PAYMENT:

The Contractor shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

13) WITHDRAWAL OF PROPOSALS:

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

14) NONCOLLUSION AGREEMENT:

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

15) REJECTION OF BIDS:

The Town may reject a bid if:

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

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

16) STATEMENT OF QUALIFICATIONS:

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

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

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

17) AWARD OF CONTRACT:

- a) The Town reserves the right to award contract(s) to more than one Contractor, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.
- b) The Contractor may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Contractor is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **Contractor shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.**
- c) A written award of acceptance mailed or otherwise furnished to the Contractor results in a binding contract without further action by either party.
- d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:

- i) Evaluations and quality of performance on previous projects;
- ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
- iii) Ability to fulfill the contract within the time specified, without delay;
- iv) Character, integrity, reputation, judgment, experience and efficiency;
- v) Previous compliance with laws and ordinances relating to the contract;
- vi) Sufficiency of the financial resources to fulfill the contract;
- vii) Quality, availability and adaptability of the supplies or contractual services;
- viii) Ability to provide future maintenance and service, as required or needed; and
- ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

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

19) PERFORMANCE:

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

20) SERVICE AND WARRANTY:

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

21) GOVERNMENTAL RESTRICTIONS:

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

22) PRICE AND ADJUSTMENTS:

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

23) EQUAL EMPLOYMENT OPPORTUNITY:

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

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

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.
- b) The MSDS shall be maintained by the Town and must include the following information:
 - i) The Division/Department to which the material was shipped.
 - ii) The chemical name and the common name of the toxic substance.

- iii) The hazards or other risks in the use of the toxic substance, including:
- (1) The potential for fire, explosion, corrosivity, and reactivity;
 - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- v) The emergency procedures for spills, fire, disposal, and first aid.
- vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
- vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25) TIE BIDS:

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

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

- e) Business location closest to the Town.

26) NOTICE:

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million (\$1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- c) Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the Town if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

27) UNAUTHORIZED ALIEN(S):

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFIATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov le-verify or contact USCIS at **1-888-464-4218**.

CONSTRUCTION AND OTHER CLAUSES

(provisions related to construction may not be applicable to all contracts awarded)

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

28) ERRORS:

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

29) UNIT PRICES:

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

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

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

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies.

When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) **BID PRICES.**

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

b) **ORDERING.**

- i) The Town may exercise its right to direct purchase any component of the bid, at the Contractor's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor shall fully cooperate with the Town, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.
- ii) Following receipt of a sales tax savings form from the Contractor, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.
- iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

c) **EXPEDITING.**

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

d) **RECEIPT.**

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

i) **BILLINGS/PAYMENTS.**

- i) All ODP's shall be billed to the Town in care of the Contractor.

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

j) **OTHER CONSIDERATIONS.**

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

31) INSPECTION:

- a) For the Town, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the Contractor in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.

- i) The examination and/or assistance by the Town shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.
 - ii) The Town shall not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.
 - iii) The Town shall not be responsible for the acts or omissions of Contractor or any Subcontractors, or any of Contractor's agents or employees.
 - iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.
- c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.
 - d) If the Town finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the Contractor.
 - e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.
 - f) The Town may order the Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

32) SUPERVISION:

The Contractor shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the Town

or if the Contractor discharges the project superintendent. If the Contractor is not present, the Town shall be permitted to consider the project superintendent the Contractor's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

33) ACCIDENT PREVENTION:

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

34) CLAIMS FOR ADDITIONAL PAY:

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

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

35) FITTING AND COORDINATION OF THE WORK:

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

36) SUB-CONTRACTING:

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

37) MUTUAL RESPONSIBILITY OF CONTRACTORS:

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

38) LINES AND GRADES:

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

39) ASSIGNMENT OR NOVATION:

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

40) OTHER CONTRACTS:

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

41) PATENT INFRINGEMENT:

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

42) SHOP DRAWINGS:

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

43) PLANS AND SPECIFICATIONS:

- a) The Town shall furnish the Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of plans and specifications, the Contractor may obtain these if it pays the cost of reproduction.
- b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

44) SUB-SURFACE DATA:

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

45) FACILITIES, MATERIALS, AND EMPLOYEES:

- a) Unless it is otherwise stipulated in the Contract Documents, the Contractor shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.
- b) The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town's applicable specifications.

- c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.
- d) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.
- e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.
- g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

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

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

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

48) PROTECTION OF MONUMENTS:

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

49) USE OF PREMISES:

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

50) WORK PROGRESS:

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

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

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

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

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

52) DISPUTES:

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

53) CONTRACTOR INSURANCE:

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

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

(1) Worker’s Compensation Insurance:

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

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

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

(2) General Liability Insurance:

- (a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:
- (i) Mold, Fungus or Bacteria
 - (ii) Terrorism
 - (iii) Sexual Molestation
- (b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:
- (i) Architects and Engineers Professional Liability
 - (ii) Exterior Insulation and Finish Systems (EIFS)
- (c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:
- | | |
|----------------------|---|
| (i) \$1,000,000.00 | General Aggregate |
| (ii) \$1,000,000.00 | Products/Completed Operations Aggregate |
| (iii) \$1,000,000.00 | Personal and Advertising Injury |
| (iv) \$1,000,000.00 | Each Occurrence |

(3) Automobile Liability Insurance:

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

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

(4) Property Insurance:

- (a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s)

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

- (b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.
 - (c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the Contractor and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.
- ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.

- iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under the Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

54) INDEMNIFICATION:

- a) The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the Contractor including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or organization directly or indirectly employed and/or utilized by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:
 - i) Any omission, default, or negligent act of the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);
 - ii) Any and all bodily injuries, sickness, disease or death;
 - iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;
 - iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or
 - v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any

tier or their respective employees and/or persons and/or entities under Contractor's direction and/or control.

- vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees.
- b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.
- c) This contractual indemnity shall survive the termination of this Contract.
- d) Contractor shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.
- f) Additionally, if Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.
- g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such

obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor

- h) The Contractor shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.
- i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the Contractor.
- j) The Contractor and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor or subcontractor or sub-subcontractor agree to notify the insurer and request the policy be endorsed with a "waiver of transfer of rights against others" or its equivalent. This "waiver of subrogation" requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the Contractor of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.
- l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

55) BID BOND:

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

56) PERFORMANCE AND PAYMENT BOND:

- a) In cases where the bid price exceeds \$30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The Contractor shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).
- b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(1)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

57) BONDING COMPANY QUALIFICATIONS:

- a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:
 - i) Minimum rating of "A-" or better;
 - ii) Financial Size Category of "VII" according to the A.M. Best Company; and
 - iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.

- b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.
- c) **Awards of \$500,000 or less:** Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.
- d) **Power of Attorney:** An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.
- e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

58) PAYMENT:

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

59) LIENS:

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

60) GUARANTEE:

- a) The Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its entirety. The Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.
- b) Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.
- c) A notice of defect(s) will be issued by the Town. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed

defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.

- d) Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the Contractor shall notify the Town, in writing, of correction in defects. The Contractor shall transmit to the Town a copy of each certified statement as required below.
- e) Each Subcontractor shall transmit to the Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and Town, a certified statement as to:
 - i) The work performed and/or materials supplied; and
 - ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

61) THE CONSTRUCTION AGREEMENT:

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

62) CONSTRUCTION SCHEDULE:

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

- d) The Town's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

63) FINAL INSPECTION:

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

64) CONSTRUCTION AND CONSULTING EVALUATION:

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

WORK SUMMARY

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

PART 2 – PRODUCTS

PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

A. “FY 2023-24 - 2 AUTOMATED SIDE LOADER 31 YARD GARBAGE TRUCKS”

The Town of Dundee (the “Town”) is seeking proposals on and/or for two (2) Automated Side Loader 31 Yard Garbage/Sanitation Trucks (the “Trucks”) in accordance with the requirements and specification set forth herein and as depicted by **Exhibit “A”** which is attached hereto and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance through the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance through a bank or lending institution the purchase price of and/or for the Two (2) Automated Side Loader 31 Yard Garbage/Sanitation trucks; and (2) a total purchase price not to exceed \$500,000.00 for both units delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Trucks and this RFP 24-02 are, as follows:

1. Bidder must provide Lead time of the units. (from build to delivery)
2. Bidder must include all warranty on the body and chassis. (3-5year preferred)
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS:

- Body color – White with the option of Green
- 31 Yard Capacity
- Roof 10 gauge or better steel
- Sides 1/8inch thick or better
- Packer panel 1/4inch thick or better
- Body floor 3/16inch thick or better
- Tailgate back 1/8inch thick
- Tailgate sides 10 gauge or better
- Hooper floor/sides 1/4inch thick
- Ram guide 3/8inch x 3inch
- Must be a dump body. Not ram driven to empty debris from body
- Hydraulic should be 2 pump systems and or have cooling fans to prevent overheating of hydraulic system.
- Must have emergency valves/solenoids to bypass the electrical controls in case of failure.
- Grease/liquid clean out area doors must be equal to each other (same amount of access space

to clean out).

- Cab color – White with the option for Orange
- The option of being driven from both sides of the cab.
- Electric mirrors/ heated
- Electric windows
- Heat/Ac
- Air ride/adjustable seats
- Wash out floor mats/ rubber flooring.
- Prefer a full cab not a cab over if Cab over is only choice auto car would be preferred.
- Radio AM/FM Bluetooth

OTHER SPECIFICATIONS:

- Automatic transmission
- Diesel powered with DEF system.
- Differential lock must be included.
- Access doors for cleaning and maintenance of body
- Locate stickers for all grease points.
- Side/rear view and hopper cameras must be included.
- Side and rear strobe lights
- Work lights for side and rear and in the hopper area of truck
- Back up alarm
- Arm cycle counter
- Broom and shovel rack
- Hopper ladder
- Out of the cab arm controls.
- Grabbers must be capable of emptying carts from a 45gallon to a 96gallon cart.

PART 2 – PRODUCTS

All products and material shall meet or exceed all specifications set forth by this RFP, as described in either graphical or in written form, and/or as required in writing by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

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

1.2 ADJUSTING

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

1.3 WARRANTIES

- A. All work, product(s), equipment, materials, and workmanship shall be warranted for a minimum of one (1) calendar year from the date of acceptance by the Town Commission of the Town of Dundee, Florida.



BID FORM

FY 2023-2024 – 2 AUTOMATED SIDE LOADER 31 YARD GARBAGE TRUCKS

RETURNDATE: December 13, 2023 by 4:00PM
RETURN TO: Office of the Town Clerk
Attn: RFP 24-02
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

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

Bid Alternate

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

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: _____
Company Address: _____
Company City: _____ State: _____ Zip: _____
Company Phone Number: _____ Fax Number: _____
Authorized Representative: _____
Signature: _____ Date: _____
Print Name: _____ Phone Number: _____
Title: _____

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

EXHIBIT – A



AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

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

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

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

Company Name _____

Signature _____

Date: _____

Printed Name _____

Title _____

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

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

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

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

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

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

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

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

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

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I _____ (“Undersigned”), certify that:

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

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

DATE: _____ NAME OF ENTITY: _____

PHONE/FAX: _____

ADDRESS: _____

SIGNATURE: _____

PRINT NAME: _____

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

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

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



TOWN COMMISSION MEETING

November 13, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** DISCUSSION AND ACTION, RFP 24-02 2 AUTOMATED SIDELOADER 31 YARD GARBAGE TRUCK
- SUBJECT:** The Town Commission will consider authorizing the Town Manager to release a Request for Proposal (RFP) 24-02 for 2 side loader 31 yard garbage trucks.
- STAFF ANALYSIS:** RFP 24-02 requests the necessary purchase of 2 31 yard side load garbage truck as approved in the FY 2023 – 2024 budget.
- FISCAL IMPACT:** TBD
- STAFF RECOMMENDATION:** Authorization for the Town Manager to release RFP 24-02 for the purchase of 2 side load garbage truck.
- ATTACHMENTS:** RFP 24-02

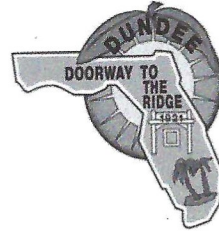


TOWN COMMISSION MEETING

November 14, 2023 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, DEPOT LED SIGN REPLACEMENT
SUBJECT:	Town Commission will consider options for replacing the LED sign at the Historic Depot
STAFF ANALYSIS:	Staff has received 3 quotes for replacing the LED sign at the train depot. The sign is more than 10 years old, replacement parts are no longer available and therefore, is no longer repairable. Staff is requesting the Commission allow the purchase and replacement of the screens for the sign.
FISCAL IMPACT:	\$16, 136.00
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Quote sheets

TOWN OF DUNDEE
PRICE QUOTE SHEET



DATE: 10/26/2023

DEPARTMENT: Train Depot

NAME OF PERSON SECURING THE QUOTE: John Vice

GENERAL DESCRIPTION OF ITEM: To replace LED message sign with a new LED display 3ftx8ft

Vendor Selected:

VENDOR #1

COMPANY NAME: Petro LED

CONTACT NUMBER: 866-799-4353 NAME OF REPRESENTATIVE: Tim Oday

PRICE: \$16136.00 SHIPPING: included in price

COMMENTS: to replace the LED sign at the Train Depot does not include install

Vendor Selected:

VENDOR #2

COMPANY NAME: Golf State Signs

CONTACT NUMBER: 863-967-0659 NAME OF REPRESENTATIVE: Bill

PRICE: \$28,790.00 SHIPPING: included in price

COMMENTS: to replace the LED sign at the Train Depot / Installed by Vendor

Vendor Selected:

VENDOR #3

COMPANY NAME: Chilton LED signs, installation and service

CONTACT NUMBER: 863-353-8688 NAME OF REPRESENTATIVE: Chris

PRICE: \$29999.00 SHIPPING: included in price

COMMENTS: to replace the LED sign at the Train Depot / Installed By Vendor

DEPARTMENT DIRECTOR/SUPERVISOR: Johnathan West

DATE: 10/26/2023

FINANCE DIRECTOR APPROVAL: [Signature]

DATE: 10/27/23

TOWN MANAGER APPROVAL: [Signature]

DATE: 10-26-23

ADDITIONAL COMMENTS: clerk

SOLE SOURCE JUSTIFICATION: _____



(866) 799-4353

Cover Letter

Quote #1

Jonathan,

Thank you for considering Petro LED for your needs. We are confident that you will be very satisfied with the products and services that we offer.

It was a pleasure to speak with you and learn more about your business needs, and I want to thank you for giving me the opportunity to tell you about the great advantages of the products and services from Petro LED. As we discussed, I'm convinced that our company is uniquely positioned to help increase the success of your business.

This proposal will give you more information on who we are and why you should choose us and our products. Once you have reviewed this proposal, I would very much like to discuss how you can put what we are offering you to use in your business.

Feel free to contact me at our office (866) 799-4353, at any time on my cell phone (512) 576-2034 or by email at Tim.ODay@petroLEDsigns.com. I look forward to hearing from you.

Sincerely,

Tim ODay
Tim.ODay@PetroLEDsigns.com



(866) 799-4353

Quote Details

Date of Quote:2023-10-26

Expiration Date:2023-11-25

Quote Number:00983622

Revision: 1

Bill to:

Ship to:

Jonathan Vice
Town of Dundee
103 Main Street
Dundee, FL
33838

Town of Dundee

SKU	Description	Price	Qty	Discount	Extended Amount
889-2472	6mm Double Sided Full Color LED sign Outdoor Full Color LED Programmable Sign - Front Access - 6.6mm - 38 x 100 inches Warranty: 5 Years Pixel Pitch: 6.6mm Cabinet depth: 2.5" Pixel Composition: 1R1G1B Module Duty: Static Brightness (Nits): >10,000 nits Brightness(nits) - R: 550mcd, B: 350mcd, G: 2000mcd Module size: 12" x 24" Viewing Angle: Horizontal 160 / Vertical 120 LED Lifespan: OVER 100,000 HRS Control Method: Wi-Fi or Internet Software: WINDOWS BASED PROGRAM Input Power: AC 120V OR 220V Working Temperature: -30°F -- +130°F Number of colors: 251 Trillion Weather Protection Rating: IP 66 Graphics Type: Jpg, bmp, gif, avi, mpeg, asf, wmv, swf, Rm Usage Type: Outdoors	\$30,400.00	1	-\$15,200.00	\$15,200.00
Freight	Freight Freight shipping	\$936.00	1	\$0.00	\$936.00

Discount **-\$15,200.00**

Accepted (Print) _____

Total \$16,136.00

Signature: _____



(866) 799-4353

5 Year Limited Warranty

Petro LED Gas Price Signs

What does this limited warranty cover?

This Limited Warranty applies to new Petro LED Gas Signs for normal use. Petro LED Gas Signs warrants that a covered product is free from defects in materials and workmanship, with the exceptions stated below.

How long does limited warranty coverage last?

This limited warranty lasts for 5 years. A valid proof of purchase may be required to prove eligibility. If you do not have a valid proof of purchase, the limited warranty period will be measured from the date of sale from Petro LED Gas Signs' records.

What does this limited warranty not cover?

The limited warranty does not cover damage resulting from misuse, accident, modification or alteration to hardware or software, tampering, unsuitable physical or operating environment beyond product specifications, improper maintenance, or failure caused by a product for which Petro LED Gas Signs is not responsible. There is no warranty of uninterrupted or error-free operation. There is no warranty for product with removed or altered identification labels. PETRO LED GAS SIGNS DOES NOT PROVIDE ANY OTHER WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF IMPLIED WARRANTIES, SO THIS LIMITATION MAY NOT APPLY TO YOU. Petro LED is not responsible for returning to you product which is not covered by this limited warranty.

What must you do?

If you are having trouble with a product, before seeking limited warranty service, first follow the troubleshooting procedures that Petro LED Gas Signs provides. To obtain limited warranty service, you must first obtain a Return Materials Authorization and ship-to address by contacting the Petro LED Gas Signs office listed on our website. Packaging guidelines can also be found on our website. You must pay any associated transportation charges, duties and insurance in shipping the sign to our logistics center.



(866) 799-4353

What will Petro LED do?

Petro LED Gas Signs will replace the defective part or sign with a functionally equivalent replacement product. Petro LED Gas Signs may replace your product with a product that was previously used, repaired and tested to meet Petro LED Gas Signs specifications. You receive title to the replaced product at delivery to carrier at Petro LED Gas Signs shipping point. Petro LED Gas Signs warrants that the replaced products are covered for the remainder of the original product warranty or 90 days, whichever is greater.

How is our liability limited?

PETRO LED GAS SIGNS AND ITS AFFILIATES, SUPPLIERS, DISTRIBUTORS, AND RESELLERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN BODILY INJURY INCLUDING DEATH AND TANGIBLE PERSONAL PROPERTY; 2) LOSS OF, OR DAMAGE TO, YOUR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF INFORMED OF THE POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY, INCIDENTAL DAMAGES, OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

How do local laws apply?

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.



Route # 2

PROPOSAL BELOW

Add 2 new back-to-back 3' x 8' full color 10 mm Dot Pitch Matrix (DPM) electronic displays install to replace the existing 91.25" x 34.5" units Installed in the bottom cabinet after trimming most of the existing aluminum retainers out Just below the top cabinet with new vinyl reading "Town of Dundee" on West side to replace the failing vinyl Manufacturer to supply easy to use software prior to install so you can practice. Includes 5 year parts warranty & spare parts kit, and Lifetime technical Support from manufacturer.

Included is Impact L E D storm & Vandalism Warranty. Video library from Manufacturer = \$28,790.00 No tax or permit assumed

Subtract \$2,700 if we utilize 15 mm D P M Modules

Additional charges if you want to set up Smart Phone communication most clients simply use the computer in the office near the sign

& WI-Fi the Messages to the on board computer in the signs .(Master / lave set up)

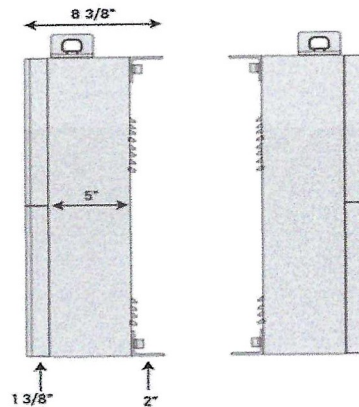
Pricing good for 60 days

Timing 6-8 weeks from approval , order, 50% deposit Balance due on install day please .

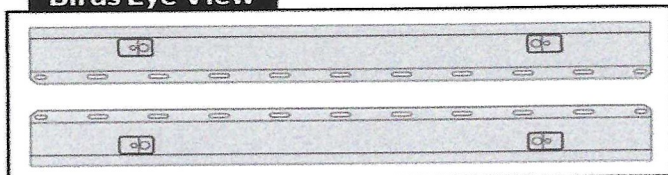
Electronic Message Center Cabinets

1. **Impact Electronic Message centers** come equipped with integrated slotted mounting angles and are designed to create incredible flexibility and convenience for any installation.

2. **Impact's Removable Lifting Hooks** are designed to make lifting the Electronic Message Center simple and safe. Impact recommends removing the lifting hooks after installation & reinstalling the bolt for a more aesthetically pleasing finished look.



Birds Eye View



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS' LICENSING BOARD

LICENSE NUMBER: ES12000238

EXPIRATION DATE: AUGUST 31, 2024

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DEHAVEN, WILLIAM FORD
GULF STATE SIGNS INC
1305 42 ST NW
WINTER HAVEN FL 33881



ISSUED: 07/20/2022

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 9772

CLASS: A

EXPIRES:

09/30/2023

OWNER NAME	LOCATION
WILLIAM F DEHAVEN	1305 42ND ST NW WINTER HAVEN

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
GULF STATE SIGNS INC GULF STATE SIGNS INC 1305 42ND ST NW WINTER HAVEN, FL 338811943	810000	LTD OTHER SERVICES

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION
--	--

PAID - 841203 07/18/2022 HSP TP 31.50 GULF STATE SIGNS INC

Bill DeHaven President www.gulfstatesigns.com



Office: 863-967-0659
Fax: 863-967-7235
bill@gulfstatesigns.com
1305 42nd St. N.W. Winter Haven, FL 33881

Chris DeHaven Foreman www.gulfstatesigns.com



863-967-0659
or 866-967-0659
1305 42ND. St. N.W. Winter Haven Fl. 33881
Email: chris.dehaven@gulfstatesigns.com

Route #3

Item 14.

Chilton LED, LLC
28597 Hwy 27
Dundee, FL 33838 US
+1 8633538688
chris@chiltonled.com
www.chiltonled.com



Estimate

ADDRESS

Town of Dundee
Town of Dundee
PO Box 1000
Dundee, FL 33838

ESTIMATE # 92903

DATE 06/06/2023

EXPIRATION DATE 10/31/2023

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
LED Digital Sign	Replace Town of Dundee LED EMC Signs at Historic Train Depot Double Sided 8' wide x 3' tall Chilton Cirrus MAXX LED EMC Sign 24 Sq Ft per side x 2 = 48 Sq Ft total 9mm, Full Color 5-year warranty IP 67 Outdoor Controller 240 VAC on 20 Amp Double Pull Breaker 4G Cellular Data Connection Service (\$25 per month after 5 years) Screen Hub V2 Software available from any Computer, Tablet, Phone with an internet connection. Ability to Control Multiple Displays from 1 account or multiple accounts 24 Hour Monitoring 2 Hours of Software Training	1	35,000.00	35,000.00
Installation	Removal and Recycle of previous LED Sign (\$250 ea. / \$500 total) Rewire Electrical for new LED Signs, Controller and LTE Data Connection (\$450) Mount and Install NEW LED EMC Signs (\$800)	1	1,750.00	1,750.00
Vinyl Only	FREE - Replace Peeling Lettering on sign over LED EMC's Red Lettering for "TOWN OF DUNDEE" 7" tall x 89" wide	2	0.00	0.00
Discount	Sales Special	1	-6,751.00	-6,751.00
Deposit - \$25,000		SUBTOTAL		29,999.00
Due upon Completion - \$4,999		TAX		0.00

TOTAL

\$29,999.00

Accepted By

Accepted Date



TOWN COMMISSION MEETING

November 14, 2023 at 6:30 PM

AGENDA ITEM TITLE: DISCUSSION & ACTION, AC REPLACEMENT AT THE MAIN STREE CENTER

SUBJECT: Town Commission will consider options to replace the AC unit at the Main Street Center.

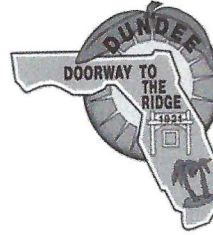
STAFF ANALYSIS: Staff has received 3 quotes for the replacement of the AC unit at the Dundee Main Street Center. Staff has been advised that the needed repairs would cost less than replacement, however, they would be a temporary fix and would not be a long-term fix nor would it come with any guarantee from the vendors. Staff is asking for approval to replace the unit which will come with a 5-year warranty.

FISCAL IMPACT: \$5746.66

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: Quote sheets

TOWN OF DUNDEE
PRICE QUOTE SHEET



DATE: 10/27/2023

DEPARTMENT: Facility Maintenance

NAME OF PERSON SECURING THE QUOTE: John Vice

GENERAL DESCRIPTION OF ITEM: To replace A/C unit at the main street center due to age and over all condition of unit, items currently wrong with this unit is Fan, compressor and coil and in line breaker

Vendor Selected:

VENDOR #1

COMPANY NAME: Nebula Heating and Air Conditioning

CONTACT NUMBER: 863-632-9818 NAME OF REPRESENTATIVE: Johnny

PRICE: \$5746.66 SHIPPING: included in price

COMMENTS: replace entire AC unit

Vendor Selected:

VENDOR #2

COMPANY NAME: Kommercial Refrigeration

CONTACT NUMBER: 863-299-3000 NAME OF REPRESENTATIVE: Jack

PRICE: \$7350.00 SHIPPING: included in price

COMMENTS: replace entire AC unit

Vendor Selected:

VENDOR #3

COMPANY NAME: Loves AC and Heating

CONTACT NUMBER: 863-292-1530 NAME OF REPRESENTATIVE: Joey

PRICE: \$7276.00 SHIPPING: included in price

COMMENTS: replace entire AC unit

DEPARTMENT DIRECTOR/SUPERVISOR: Johnathan Uro

DATE: 10/27/2023

FINANCE DIRECTOR APPROVAL: [Signature]

DATE: 10/27/23

TOWN MANAGER APPROVAL: [Signature]

DATE: 10-27-23

ADDITIONAL COMMENTS: clerk

SOLE SOURCE JUSTIFICATION: _____

Quote # 1

Item 15.

NEBULA HEATING AND AIR CONDITIONING

8636329818 | admin@nebulaservices.org

RECIPIENT:

Johnaton Vice
Center Street
Dundee, Florida 33838

Quote #39	
Sent on	Oct 22, 2023
Total	\$5,746.66

Product/Service	Description	Qty.	Unit Price	Total
HVAC Design and Installation	Complete HVAC design and installation - including material and equipment	1	\$5,746.66	\$5,746.66

Total **\$5,746.66**

NEBULA ENTERPRICES, LLC.
 HVAC Services Contract
 This HVAC Services Contract (the "Contract") is entered into by and between NEBULA ENTERPRICES, LLC., hereinafter referred to as the "Contractor," and (CUSTOMER), hereinafter referred to as the "Customer," collectively referred to as the "Parties."
 Scope of Work: It is understood that the scope of work that the Contractor agrees to perform will be based on the type of job required
 The Contractor agrees to perform the following services for the Customer:
 HVAC installations
 Removal and disposal of old equipment
 Repairs and troubleshooting
 Warranty jobs

Quote #2

PROPOSAL

Li Inc. Mulberry, FL. 33860
Phone: 863-299-3000
Fax : 863-293-6344

KOMMERCIAL REFRIGERATION, INC.

Proposal Submitted To: Town of Dundee

Location: 310 Main Street

Job Description: Remove existing condenser 5 ton heat pump, furnish and install new 5 ton Arcoaire heat pump split system,

Date of Proposal: 10/26/2023

Job Name: 310 Main Street Building

Description of Work: Remove existing condenser 5 ton heat pump. Furnish and install new 5 ton Arcoaire heat pump split system with 7.5 Kw auxiliary heat. Including welding supplies, duct transitions, drainage, electrical connections, t6 thermostat, float switches, evacuation of refrigerant lines start up and check for proper operation.

FOR THE SUM OF: \$7,350.00

PAYMENT APON JOB COMPLETION

AUTHORIZED SIGNATURE: Seth Waldman

All material is guaranteed to be as specified. All work is to be completed in a professional workman like manner according to standard practice. Any alterations or deviations involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal. All agreements contingent upon strikes, accidents, or other delays beyond our control. Owner to carry fire, tornado, and hurricane insurance. Our employees are fully covered by Workman's Compensation Insurance.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Love's AC & Heating Inc.

221 6th Street SW
 Winter Haven, FL 33880 US
 (863) 292-1530
 Loves.AC@yahoo.com



Quote #3

10F2

Item 15.

Estimate

ADDRESS
 John Vice
 Town of Dundee
 310 Main St
 Dundee, Florida 33838

ESTIMATE 004451
 DATE 10/25/2023
 EXPIRATION DATE 11/25/2023

ACTIVITY	QTY	RATE	AMOUNT
Installation Of Horizontal Split System Love's Ac will be removing existing unit and replacing with new Frigidaire /Airtemp high efficiency 5tn split system with 5-10KW heat. System installation includes all new concrete pad, with hurricane anchors and refrigerant locking caps, primary and secondary float switches, emergency secondary drain pan, new Honeywell digital thermostat, electrical whip and disconnect if needed, sealing all ducts as needed and any misc. material needed to complete installation of unit. Removal and disposal of existing equipment is included. Filter not included.	1	6,800.00	6,800.00T
Guarantee ALL WORK WILL BE DONE BY QUALIFIED JOURNEYMEN. ALL WORK WILL BE DONE UP TO CODE. WE ARE LICENSED, INSURED AND BONDED. LOVE'S AC & HEATING INC. STANDS BEHIND ALL OF OUR WORK.	1	0.00	0.00
Love's Ac & Heating is not responsible for any water damage.			
Warranty *** 10 years parts & 1 year labor warranty *** All parts as recorded are warranted as per manufacturer specifications. Labor- "No Charge" warranty work will be provided only during normal working hours: 8am - 5pm, Mon-Friday. **Manufacture warranty requires regular preventative maintenance be performed on unit or warranty will be void**	1	0.00	0.00T
Authorized Signature I acknowledge that repairs have been performed in a manner satisfactory to me. In the event payment is not made as agreed Purchaser agrees to pay all costs of collection, including a reasonable amount as attorney's fees. Interest at the rate of 18% per annum will be added to all delinquent balances.	1	0.00	0.00T
x _____			

Quote #3

20F2

Item 15.

Deposit:
Please note that a 50% deposit is required at time of scheduling.

SUBTOTAL

6,800.00

TAX

476.00

TOTAL

\$7,276.00

Card Processing Fee:
If paying with a debit or credit card, a 3.5% processing fee will be added to total.

Accepted By

Accepted Date

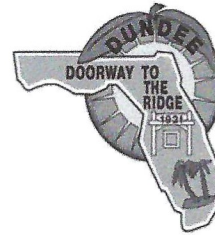


TOWN COMMISSION MEETING

November 14, 2023 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, MESSAGE BOARD
SUBJECT:	Town Commission will consider the purchase of a portable, electronic message board
STAFF ANALYSIS:	Town staff has seen a need for a portable message board to be used by the Public Works department and law enforcement to get important notices out to residents. Staff has received 3 quotes and is asking for approval for United Rentals with a quote of \$11, 400.00 which includes a 90 day warranty.
FISCAL IMPACT:	\$11,400.00
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Quote Sheets

**TOWN OF DUNDEE
PRICE QUOTE SHEET**



DATE: 11/3/2023

DEPARTMENT: police Department

NAME OF PERSON SECURING THE QUOTE: John Vice

GENERAL DESCRIPTION OF ITEM: purchase of 1 LED construction portable sign for traffic control

Vendor Selected:

VENDOR #1

COMPANY NAME: united rentals (Lakeland)

CONTACT NUMBER: 863-661-0428 NAME OF REPRESENTATIVE: trent tyler

PRICE: \$11,500.00 SHIPPING: included in price

COMMENTS: purchase of 1 LED construction portable sign for traffic control

Vendor Selected:

VENDOR #2

COMPANY NAME: united rentals (Mulberry)

CONTACT NUMBER: 863-661-0428 NAME OF REPRESENTATIVE: trent tyler

PRICE: \$11,400.00 SHIPPING: included in price

COMMENTS: purchase of 1 LED construction portable sign for traffic control

Vendor Selected:

VENDOR #3

COMPANY NAME: united rentals (Clearwater)

CONTACT NUMBER: 863-661-0428 NAME OF REPRESENTATIVE: trent tyler

PRICE: \$11,500.00 SHIPPING: included in price

COMMENTS: purchase of 1 LED construction portable sign for traffic control

DEPARTMENT DIRECTOR/SUPERVISOR: *John Mattera*

DATE: 11/3/2023

FINANCE DIRECTOR APPROVAL: _____

DATE: _____

TOWN MANAGER APPROVAL: *[Signature]*

DATE: 11/3/23

ADDITIONAL COMMENTS: _____

SOLE SOURCE JUSTIFICATION: _____



TOWN COMMISSION MEETING

November 14, 2023, at 6:30 PM

AGENDA ITEM TITLE: DISCUSSION & ACTION

SUBJECT: PURCHASE OF PORTABLE MESSAGE SIGN

STAFF ANALYSIS: Staff has seen a need to purchase a portable message sign for law enforcement and the public works department to get notice out to the resident for different items such as changes to traffic for detours or parade routes and as well as road closures. The staff has received 3 quotes, and we are asking for approval for united rentals located in Lakeland for \$11,400.00 and this will be a used unit with a 90-day warranty.

FISCAL IMPACT: \$11,400.00

STAFF RECOMMENDATION: Approval

ATTACHMENTS:

United Rentals

Customer: TOWN OF DUNDEE
Sales Representative: Trent Tyler
trtyler@ur.com - 863-661-0428

2017 WANCO WTMMB(A)-10 - PRICE \$11,500 (USD)

Description: MESSAGE BOARD SOLAR
Make/Model: WANCO WTMMB(A)-10
Year: 2017
Serial #: 5F12S1617H1002115
Meter: 1
Equipment #: 10604564
Location: *Lakehead* 15M - MULBERRY, FL



United Rentals

Customer: TOWN OF DUNDEE
Sales Representative: Trent Tyler
trtyler@ur.com - 863-661-0428

2017 WANCO WTLMB-(A) - PRICE \$11,400 (USD)

Description:	MESSAGE BOARD SOLAR
Make/Model:	WANCO WTLMB-(A)
Year:	2017
Serial #:	5F12S161XH1002156
Meter:	1
Equipment #:	10623646
Location:	15M - MULBERRY, FL



United Rentals

Customer: TOWN OF DUNDEE
Sales Representative: Trent Tyler
trtyler@ur.com - 863-661-0428

2017 WANCO WTMMB(A)-10 - PRICE \$11,500 (USD)

Description:	MESSAGE BOARD SOLAR
Make/Model:	WANCO WTMMB(A)-10
Year:	2017
Serial #:	5F12S1614H1002119
Meter:	1
Equipment #:	10600900
Location:	668 - CLEARWATER, FL



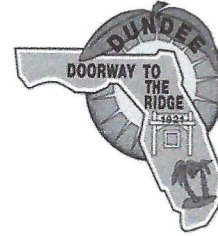


TOWN COMMISSION MEETING

November 14, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, GRAPPLE TRUCK
- SUBJECT:** Town Commission will consider the purchase of a grapple truck
- STAFF ANALYSIS:** Town staff has received a price for repairs to the 2005 Sterling Grapple Truck of \$25,509.00. The radiator in the truck failed which allowed coolant to leak into and damage the transmission. Due to this, the warranty will not cover the transmission. Staff will present three options for the Commission’s consideration.
- FISCAL IMPACT:** To be determined
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Quote Sheets

TOWN OF DUNDEE
PRICE QUOTE SHEET



DATE: 11/3/2023

DEPARTMENT: Streets Department

NAME OF PERSON SECURING THE QUOTE: John Vice

GENERAL DESCRIPTION OF ITEM: purchase of a replacement grapple truck of the towns current grapple truck

Vendor Selected:

VENDOR #1

COMPANY NAME: A & A UNSED BUSES AND TRUCKS INC

CONTACT NUMBER: 813-727-1302

NAME OF REPRESENTATIVE: Valerie

PRICE: \$110,100.00

SHIPPING: included in price

COMMENTS: purchase of a replacement grapple truck

Vendor Selected:

VENDOR #2

COMPANY NAME: RDK TRUCK SALES

CONTACT NUMBER: 813-241-0711

NAME OF REPRESENTATIVE: Richard

PRICE: \$124,000.00

SHIPPING: included in price

COMMENTS: purchase of a replacement grapple truck

Vendor Selected:

VENDOR #3

COMPANY NAME: TNT BODY WORKS & EQUIPMENT SALES

CONTACT NUMBER: 813-626-3761

NAME OF REPRESENTATIVE: Alex

PRICE: \$95,500.00

SHIPPING: included in price

COMMENTS: purchase of a replacement grapple truck

DEPARTMENT DIRECTOR/SUPERVISOR: *John Miller*

DATE: 11/3/2023

FINANCE DIRECTOR APPROVAL: _____

DATE: _____

TOWN MANAGER APPROVAL: *John Miller*

DATE: 11/3/23

ADDITIONAL COMMENTS: _____

SOLE SOURCE JUSTIFICATION: _____



Repair Cost Option #1

Item 17.

Estimate 23-777

PO Box 202
 Auburndale, FL 33823
 wheelstotrax@yahoo.com

ADDRESS

John Vice
 Town of Dundee
 202 MAIN STREET
 DUNDEE, FL 33838-1000

DATE 10/31/2023	TOTAL \$24,969.54	EXPIRATION DATE 11/07/2023
--------------------	----------------------	----------------------------------

P.O. NUMBER
 TRUCK# 410

EQUIPMENT DISCRIPTION
 2005 STERLING ACTERRA

ID #
 2FZACHDC05AU46999

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Labor	2005 STERLING ACTERRA TRUCK# 410 2FZACHDC05AU46999 TAG# XJ0309 MILES: TBD	1	5,800.00	5,800.00T
		UNIT TOWED TO SHOP, DIAG TRANSMISSION ISSUES. INSPECTED ALL WIRING, FUSES & RELAYS RELATED TO TRANSMISSION. FOUND COOLANT LEAKING INTO TRANSMISSION AND TRANSMISSION CONTROL MODULE (TCM) BURNT UP. RECOMMEND REPLACE TRANSMISSION & TCM.			
	Parts	SYNTHETIC TRANSMISSION FLUID (GAL)	5	65.59	327.95T
	Parts	ENGINE COOLANT (GAL)	7	23.99	167.93T
	Parts	REMAN TRANSMISSION	1	7,345.00	7,345.00T
	Parts	RADIATOR W/ COOLER	1	1,726.40	1,726.40T
	Parts	PLUG & TERMINAL KIT	1	73.06	73.06T
	Parts	TRANSMISSION CONTROL MODULE + PROGRAM	1	7,240.19	7,240.19T
	Misc	TOW CHARGE	1	758.47	758.47T
	Misc	DISPOSAL FEE	1	15.00	15.00T
	Misc	SHOP SUPPLIES	1	55.00	55.00T

*ANY ADDITIONAL INFORMATION NEEDED TO COMPLETE
REPAIR WILL BE ADDED TO FINAL INVOICE.
THANK YOU FOR YOUR BUSINESS.

Item 17.

SUBTOTAL
TAX (7%)

23,509.00
1,460.54

TOTAL

\$24,969.54

THANK YOU.

Accepted By

Accepted Date

Replacement
Option # 2

Quote 1 OF 3
Page 1 OF 4

Item 17.



Used 2012 PETERBILT Grapple Truck
367

🚗 90,000 Miles

\$139,500 Revised Quote provided (see page #2) →

A&A Used Buses and Trucks, Inc

Popularity Stats

- 👁️ Seen 48 times (last 30 days)
- ♥️ Saved by 1 person
- 📉 The price has not decreased recently

Description

🚗 90,000 Miles

2012 PETERBILT, 367, Heavy Duty Trucks - Grapple Trucks, CUMMINS ISX12, Automatic, 2012 peterbilt 365 Isx12 Cummins Allison auto Double frame PAC Mac loader Ext boom 360 waste grapple Hyd outriggers Galbreath 60k roll off hoist Haulmaxx suspension Inside and outside controls, 400 Horse Power, HaulMaax Suspension, Wheels, Wheel Base, Axle, Ratio, VIN 1NPTL70X0CD149802

Message From A&A Used Buses And Trucks, Inc

A&A Used Buses and Trucks, Inc.
 2508 U.S. Hwy 27 South
 Avon Park, Florida 33825
 Phone: (863) 453-5558 • Fax: (863) 453-6668

MOTOR VEHICLE PURCHASE AGREEMENT / BILL OF SALE

STOCK N^o 2197

SOLD TO Town of Dundee			STREET 202 E Main St		
CITY, STATE, and ZIP Dundee FL 33838			PHONE 863 514 - 6636	SALESPERSON John Williams	DATE Nov 2, 23
DESCRIPTION OF PURCHASE			DESCRIPTION OF TRADE-IN		
YEAR 2012	MAKE Peterbilt	MODEL 367	YEAR	MAKE	MODEL
BODY TYPE grapple	COLOR white	MILEAGE exempt	BODY TYPE	COLOR	MILEAGE
VEHICLE I.D. OR SERIAL NO. INPTL7OXOCD149802			VEHICLE I.D. OR SERIAL NO.		
LICENSE OR TITLE NO.			LICENSE OR TITLE NO.		
LIENHOLDER'S NAME			LIENHOLDER'S NAME		
LIENHOLDER'S ADDRESS			LIENHOLDER'S ADDRESS		
WARRANTY AND AGREEMENT			SETTLEMENT		
<input checked="" type="checkbox"/> SOLD AS IS: I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent. () Buyer's initials (if applicable)			CASH PRICE OF VEHICLE \$110,000.00		
<input type="checkbox"/> SOLD WITH GUARANTEE: The dealer guarantees this vehicle for _____ days, or _____ miles, after date of delivery, and will pay _____ % of the cost for parts and labor used during repair. All repairs must be made in dealer's service shop. Tires battery, and glass are not guaranteed. () Dealer's initials (if applicable)			LESS NET TRADE ALLOWANCE \$		
Buyer acknowledges that this agreement includes all of the terms and conditions pertaining to this purchase on both the face and reverse side, and no other agreement or promise of any kind (verbal or written) will be recognized. Upon failure or refusal of the buyer to complete this agreement, all or part of the cash deposit may be retained as liquidated damages. The buyer certifies he/she is of legal age and acknowledges herewith receipt of a copy of this agreement. Not valid unless accepted by Authorized Representative.			DELIVERY FEE \$		
			PLUS STATE AND LOCAL TAXES \$		
			title only TAG & TITLE FEE \$ 100.00		
			TOTAL CASH PRICE \$110,100.00		
			LESS DEPOSITS \$		
			BALANCE DUE ON DELIVERY \$		
BUYER'S SIGNATURE: _____			DATE BALANCE RECEIVED		
SALESPERSON: Williams			<input type="checkbox"/> CASH		
DEALER ACCEPTANCE: _____			<input type="checkbox"/> CHECK		
			BALANCE RECEIVED BY		
			Buyer hereby acknowledges receipt of a copy of this Bill of Sale.		
ODOMETER MILEAGE STATEMENT - PURCHASE			ODOMETER MILEAGE STATEMENT - TRADE-IN		
Federal regulations require you to state the odometer mileage upon transfer of ownership. An inaccurate statement may make you liable for damages to your transferee, pursuant to S409(a) of The Motor Vehicle Information and Cost Savings Act of 1972 (Public Law 92-513, as amended by Public Law 94-354).			Federal regulations require you to state the odometer mileage upon transfer of ownership. An inaccurate statement may make you liable for damages to your transferee, pursuant to S409(a) of The Motor Vehicle Information and Cost Savings Act of 1972 (Public Law 92-513, as amended by Public Law 94-354).		
YEAR 2012	MAKE Peterbilt	MODEL 367	YEAR	MAKE	MODEL
BODY TYPE grapple	VEHICLE I.D. OR SERIAL NO. 149802	LAST LICENSE PLATE NO.	BODY TYPE	VEHICLE I.D. OR SERIAL NO.	LAST LICENSE PLATE NO.
<input checked="" type="checkbox"/> The odometer has not been altered, set back, or disconnected. <input type="checkbox"/> The odometer has not been altered for repair or replacement purposes. <input type="checkbox"/> The odometer has been reset to zero. The original odometer read _____ miles before it was repaired.			<input type="checkbox"/> The odometer has not been altered, set back, or disconnected. <input type="checkbox"/> The odometer has not been altered for repair or replacement purposes. <input type="checkbox"/> The odometer has been reset to zero. The original odometer read _____ miles before it was repaired.		
I, A&A used buses & truck state the odometer mileage indicated on the vehicle described above is exempt miles as indicated below. <input type="checkbox"/> Actual Mileage <input type="checkbox"/> Total cumulative amount of miles in excess of the designed mechanical odometer's limits. <input type="checkbox"/> The actual mileages is UNKNOWN and differs from the odometer reading for reasons other than odometer calibration error.			I _____ state the odometer mileage indicated on the vehicle described above is _____ miles as indicated below. <input type="checkbox"/> Actual Mileage <input type="checkbox"/> Total cumulative amount of miles in excess of the designed mechanical odometer's limits. <input type="checkbox"/> The actual mileages is UNKNOWN and differs from the odometer reading for reasons other than odometer calibration error.		
DATE Nov 2, 23	TRANSFEROR'S SIGNATURE (SELLER) Williams		DATE	TRANSFEROR'S SIGNATURE (SELLER) X	
TRANSFEROR'S ADDRESS			TRANSFEROR'S ADDRESS		
<input checked="" type="checkbox"/> RECEIPT OF COPY ACKNOWLEDGED			<input checked="" type="checkbox"/> RECEIPT OF COPY ACKNOWLEDGED		
BUYER'S SIGNATURE X			BUYER'S SIGNATURE		

Quote # 2
Page 3 of 4

Item 17.



Used 2015 INTERNATIONAL Grapple Truck
4300

🚗 42,854 Miles Stock # 108989

\$124,900

RDK Truck Sales

Popularity Stats

- 👁️ **Seen 10 times** (last 30 days)
- ♥️ Be the first user to .
- ↓ The price recently **decreased by \$20,000**

Description

Stock # 108989 🚗 42,854 Miles

2015 International 4300, 28 yd PacMac Grapple Truck, 2012 IHC 4300 Grapple Truck PacMac Grapple unit with 28 Yard Body, Tarp Included, 245 h.p. IHC Maxxforce A245 Engine, 2500RDS Allison automatic transmission, 14,000 lb. Front Axle and 23,000 lb. Rears. Great Buy! This truck runs great! Call RDK Today for more information! RDK Truck Sales is a leader in the waste industry with an excellent reputation for customer service and reliable rebuilt refuse trucks and packer bodies. We specialize in reconditioning used roll-off trucks, rear loaders, front loaders and other types of trash, garbage and recycling trucks. If you are in the market for new, used or refurbished refuse equipment give RDK Truck Sales a chance to earn your business.

Quote

TNT BODY WORKS & EQUIPMENT SALES 813-626-3761

Quote #3

Page 4 of 4

2010 FREIGHTLINER BUSINESS CLASS M2 106



USD **\$95,500**

Machine Location: [6031 Eureka Springs Rd, Tampa, Florida 33610](#)

Seller Information

TNT Body Works & (813) 626-3761

Equipment Sales

[Video Chat](#)

Contact: Customer Service

Tampa, Florida 33610

[Visit Our Website](#)



[Hide Thumbnails](#)

Description

2010 Freightliner Grapple Truck, 137,035 Miles, Automatic, Box in Really good Shape, Clamshell Grapple.

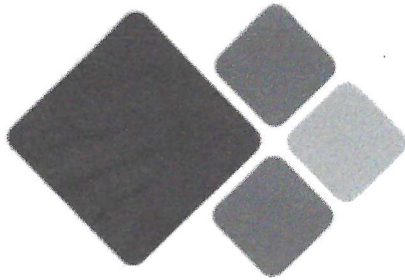
Specifications

Year	2010	Manufacturer	FREIGHTLINER
Model	BUSINESS CLASS M2 106	Condition	Used
Drive Side	Left Hand Drive		

[Show As Paragraph](#)

**SANMI AUTO
EXPRESS**

INVOICE
INV0446



JOEL A ILESANMI
WWW.SANMIAUTOEXPRESS.C
OM. 813 695 1189
8612 N 40TH STREET
TAMPA FL 33604
8136951189
WWW.SANMIAUTOEXPRESS.C
OM
SANMIAUTO@GMAIL.COM

DATE
11/01/2023
DUE DATE
11/01/2023

BALANCE DUE
USD \$65,422.93

BILL TO

TOWN OF DUNDEE

JOHNATHON VICE
☐ 18635146636
JVICE@TOWNOFDUNDEE.COM

DESCRIPTION	RATE	QTY	TAX	AMOUNT
2014 INTERNATIONAL DURASTAR 4400 GRAPPLE TRUCK 3HAMKAAR5EL755343	\$59,999.00	1	\$4,499.93 7.5%	\$59,999.00
DEALER FEES	\$799.00	1		\$799.00*
30 DAYS TEMPORARY TAG	\$125.00	1		\$125.00*
TAG WILL BE COD	\$0.00	1		\$0.00*
EXCELLENT RUNNING TRUCK	\$0.00	1		\$0.00*

* Indicates non-taxable line item

Payment Info

PAYMENT INSTRUCTIONS
BANK NAME:PNC BANK
9300 N 56TH ST TEMPLE TERRACE FL 33617

SUBTOTAL	\$60,923.00
TAX	X \$4,499.93
TOTAL	X \$65,422.93
BALANCE DUE	X USD \$65,422.93

Lease Cost Option #3



Item 17.

Toll-Free: 1-888-759-6769
3214 Adamo Dr.
Tampa, FL 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

Johnathon Vice
Public works director
863-514-6636
jvice@townofdundee.com

Good afternoon John,

Thank you for your inquiry.

Based on the information provided, here is a lease quote for your consideration.

2023 Freightliner Grapple Truck 3ALACXFC4PDUL3980
Monthly payment of \$ 4950.00 for a minimum lease term of 28 months.

Freight is included.

Additionally, if a truck is down for more than 4 working days, a loaner truck will be provided to ensure uninterrupted operations.

Delivery of lease unit will be available 7 days or less after the approval and the receipt of PO #.

Please feel free to reach out with any questions.

Warm Regards,

A handwritten signature in blue ink that reads "Joanie Beckwith". The signature is written in a cursive, flowing style.

Joanie Beckwith

RDK Truck Sales

813-210-1948

WWW.RDK.COM



TOWN COMMISSION MEETING

November 14, 2023 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION, FIRST SATURDAY’S EVENTS
SUBJECT:	First Saturday’s Event – Love 94 Radio/Broadcast RVE Media
STAFF ANALYSIS:	The Town of Dundee has been working diligently to secure centennial events for our 2024 Centennial Year. We have secured the Town’s first ever 1 st Saturday events which will occur monthly beginning February 3, 2024, from 10 am – 2 pm. This event will have Music * Food * Vendors * and more.
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	No recommendation at this time
ATTACHMENTS:	Dundee Deport Event Flyer Town of Dundee Holiday Promo Town of Dundee Event Promo



Beginning 2/3/24

Love 94 Radio
Presents
Depot Day
1st Saturday/Monthly

More Event Info @... RVEBroadcastMedia.com

10am-2pm

Margaret Kampsen Historic Depot
103 W. Main Street
Dundee, FL 33838

• MUSIC • FOOD • VENDORS • FUN!