

AMENDED



TOWN COMMISSION MEETING AGENDA

December 12, 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 DECEMBER 12, 2023

A. MINUTES

1. November 14, 2023 Town Commission Meeting
2. June 21, 2023 Tree Board Meeting

B. AGREEMENTS

1. Lincoln Avenue ROW Conveyance
2. Polk County Property Appraiser 2024 Data Sharing & Usage Agreement

C. BOARD APPOINTMENT

1. Planning & Zoning - Drexcel Robinson

APPROVAL OF AGENDA

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

1. RECOGNITION, LONGEST SERVING BOARD MEMBER
2. RECOGNITION, CITIZEN OF THE YEAR

NEW BUSINESS

- [3.](#) ORDINANCE 23-11, FOUR UNNAMED RIGHTS-OF-WAY VOLUNTARY ANNEXATION
- [4.](#) ORDINANCE 23-12, STEWARD ROAD RIGHT OF WAY VOLUNTARY ANNEXATION
- [5.](#) ORDINANCE 23-13, CAMPBELL ROAD RIGHT OF WAY VOLUNTARY ANNEXATION
- [6.](#) ORDINANCE 23-14, ALMBURG ROAD RIGHT OF WAY VOLUNTARY ANNEXATION
- [7.](#) ORDINANCE 23-15, WELSH ROAD RIGHT OF WAY VOLUNTARY ANNEXATION
- [8.](#) ORDINANCE 23-16, AT RACE ROAD RIGHT OF WAY VOLUNTARY ANNEXATION
- [9.](#) ORDINANCE 23-17, CHARTER AMENDMENT
- [10.](#) RESOLUTION 23-31, SPECIAL ELECTION - TOWN TO CITY
- [11.](#) ORDINANCE 23-18, WEIBERG ROAD CDD BOUNDARY AMENDMENT
- [12.](#) RESOLUTION 23-30, LINCOLN AVENUE RIGHT OF WAY CONVEYANCE
- [13.](#) RESOLUTION 23-32, EMERGENCY PURCHASE RINER WATER PLANT
- [14.](#) DISCUSSION & ACTION, WATER CONSERVATION PLAN UPDATE
- [15.](#) DISCUSSION & ACTION, RACE ROAD/CAMP ENDEAVOR BOULEVARD LIGHTING
- [16.](#) DISCUSSION & ACTION, RFP 24-01, LAKE MARIE PEDESTRIAN/BIKE TRAIL BRIDGE
- [17.](#) DISCUSSION & ACTION, RFP 24-04 COMMUNITY CENTER RENOVATIONS
- [18.](#) DISCUSSION & ACTION, RFP 24-05 FIRE TRUCK MINI PUMPER
- [19.](#) DISCUSSION & ACTION, ZAMBELLI CENTENNIAL CONTRACT
- [20.](#) DISCUSSION & ACTION, TEMPORARY ROAD CLOSURES FOR THE CENTENNIAL KICK OFF CELEBRATION

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

December 12, 2023 at 6:30 PM

Item A.

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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 December 12, 2023 contains the following:
- A. MINUTES
 - 1. November 14, 2023 Town Commission Meeting
 - 2. June 21, 2023 Tree Board Meeting
 - B. AGREEMENTS
 - 1. Lincoln Avenue ROW Conveyance
 - 2. Polk County Property Appraiser 2024 Data Sharing & Usage Agreement
 - C. BOARD APPOINTMENT
 - 1. Planning & Zoning Board - Drexcel Robinson
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** November 14, 2023 TC Meeting Minutes
June 21, 2023 Tree Board Meeting Minutes
Lincoln Ave ROW Agreement
Polk PA Agreement



TOWN COMMISSION MEETING MINUTES

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 by Mayor Pennant at 6:30 PM

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION given by Commissioner Richardson

MOMENT OF SILENCE for Cathy Montero led by Mayor Pennant

RECOGNITION OF SERGEANT AT ARMS – Sergeant Anderson

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

ROLL CALL given by Town Clerk Douthat

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

Annette Wilson, 408 Dr Martin Luther King St., asked if the Town could initiate a traffic study at the intersection of MLK Street and Dundee Road.

Archie Sapp, 703 N Adams Ave, thanked the Town for commencing work on the Veteran's Memorial Park.

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MONTH DD, 20YY

A. A. Minutes

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

B. Board Appointments

- 1. Tree Board - Donna Schultz**

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 November 14, 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 1 The Beautification Award was added
- Items 2-7 ordinances were updated
- Exhibit A was added to Item 9
- Items 12 and 13 were added to include the RFPs

MOTION TO APPROVE the regular meeting agenda with changes for the meeting of November 14, 2023, made by Goddard, Seconded by Glenn. Passed Unanimously.

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

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

1. RECOGNITION OF BEAUTIFICATION AWARD WINNERS

Town Manager Davis gave the analysis.

Tree Board Chair Aguilar presented the awards to Arlyn Martinez for the Residential award and Margaret from Paw Petting for the Commercial award.

NEW BUSINESS

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

Assistant Town Attorney Claytor read the title of Ordinance 23-11 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 the first reading of Ordinance 23-11 made by Quarles, Seconded by Goddard. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

3. ORDINANCE 23-12, STEWARD ROAD RIGHT OF WAY VOLUNTARY ANNEXATION

Assistant Town Attorney Claytor read the title of Ordinance 23-12 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** the first reading of Ordinance 23-12 made by Goddard, Seconded by Glenn. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

4. ORDINANCE 23-13, CAMPBELL ROAD RIGHT OF WAY VOLUNTARY ANNEXATION

Assistant Town Attorney Claytor read the title of Ordinance 23-13 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** the first reading of Ordinance 23-13 made by Richardson, Seconded by Glenn. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

5. ORDINANCE 23-14, ALMBURG ROAD RIGHT OF WAY VOLUNTARY ANNEXATION

Assistant Town Attorney Claytor read the title of Ordinance 23-14 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** the first reading of Ordinance 23-14 made by Richardson, Seconded by Goddard. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

6. ORDINANCE 23-15, WELSH ROAD RIGHT OF WAY VOLUNTARY ANNEXATION

Assistant Town Attorney Claytor read the title of Ordinance 23-15 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.

Assistant Town Attorney Claytor stated for the record that Ordinance Nos. 23-11 through 23-16 were ROW annexations and voluntary petitions were appropriately submitted for same.

***MOTION TO APPROVE** the first reading of Ordinance 23-15 made by Quarles, Seconded by Goddard. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

7. ORDINANCE 23-16, AT RACE ROAD RIGHT OF WAY VOLUNTARY ANNEXATION

Assistant Town Attorney Claytor read the title of Ordinance 23-16 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** the first reading of Ordinance 23-16 made by Glenn, Seconded by Richardson. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

8. ORDINANCE 23-17, CHARTER AMMENDMENT

Assistant Town Attorney Claytor read the title of Ordinance 23-17 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 23-17 made by Quarles, Seconded by Glenn. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

9. RESOLUTION 23-29, FY 2022 – 2023 BUDGET AMENDMENT

Assistant Town Attorney Claytor read the title of Resolution 23-29 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** the first reading of Ordinance 23-11 made by Goddard, Seconded by Quarles. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

10. DISCUSSION & ACTION, WHEDC VISION ANALYSIS

Town Manager Davis gave the analysis.

Bruce Lyons from Winter Haven Economic Development Council gave the presentation.

***MOTION TO AUTHORIZE** the Town Manager to take all necessary further actions in negotiating and bringing back before the Commission a lease or other operating agreement to facilitate the Launch East Polk County incubator made by Quarles, Seconded by Goddard. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

11. DISCUSSION & ACTION, SEASONS AT HILLTOP SEWER ERC EXTENSION DEVELOPMENT AGREEMENT

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 extensions of the Seasons at Hilltop ERCs made by Glen, Seconded by Goddard. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

12. DISCUSSION AND ACTION, RFP 24-03 1 REAR LOADER 31 YARD GARBAGE TRUCK

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** staff to move forward with RFP 23-03 made by Quarles, Seconded by Goddard. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant.*

13. DISCUSSION AND ACTION, RFP 24-02 2 AUTOMATED SIDELOADER 31 YARD GARBAGE TRUCK

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** staff to move forward with RFP 23-02 made by Quarles, Seconded by Goddard. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

14. DISCUSSION & ACTION, DEPOT LED SIGN REPLACEMENT

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** to move forward with the quote received from Petro LED to repair the Depot sign with a cost not to exceed \$16136.00 made by Goddard, Seconded by Quarles. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

15. DISCUSSION & ACTION, AC REPLACEMENT AT THE MAIN STREET CENTER

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** staff to move forward with the quote from Nebula Heating and Air Conditioning for the A/C replacement with a price not to exceed \$5746.66 at the Main Street Center made by Goddard, Seconded by Quarles. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

16. DISCUSSION & ACTION, MESSAGE BOARD

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** staff to move forward with the quote from United Rentals (Mulberry) for the purchase of 1 portable message sign with a price not to exceed \$11,400.00 made by Richardson, Seconded by Goddard. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

17. DISCUSSION & ACTION, GRAPPLE TRUCK

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public.

Robert Edwards, 1130 Allegro Place, suggested that the Town buy a replacement truck rather than continuing to repair the current truck.

Seeing no further public come forth, the floor was closed.

MOTION TO APPROVE staff to move forward with repairing the current grapple truck made by Goddard, Seconded by Quarles. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

18. DISCUSSION, FIRST SATURDAY'S EVENTS

Town Manager Davis gave the analysis.

REPORTS FROM OFFICERS

Fire Chief Carbone updated the run totals.

Town Manager reported that the Fall Fest was a success as was the 39 Mile Yard Sale. She also congratulated Commissioners Quarles and Richardson for attending their IEMO II training and getting published in the Winter Haven Sun for it. She reported that two FEMA awards have been disbursed for projects with the Town.

Vice Mayor Glenn asked for information about the Town's contract with Republic Services. He also asked for an update on the Mobile Stage and Splash Pad RFPs.

ADJOURNMENT at 9:25 PM

Respectfully Submitted,

Trevor Douthat

Trevor Douthat, Town Clerk

APPROVAL DATE: _____



DUNDEE TREE BOARD

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

DUNDEE TREE BOARD MINUTES FOR JUNE 21, 2023

CALL TO ORDER: Sheila Aguilar
PLEDGE OF ALLEGIANCE: Sheila Aguilar
ROLL CALL: Melissa Glogowski

BOARD MEMBERS

Present: Sheila Aguilar
Michelle Smith
David Joubert
Absent:

STAFF PRESENT: Melissa Glogowski, Executive Administrative Assistant
John Vice, Public Works Director
Lorraine Peterson, Town Planner

AGENDA

APPROVAL OF MINUTES

- Tree Board Meeting – January 18, 2023
- Tree Board Meeting – February 15, 2023

MOTION TO APPROVE the Tree Board Minutes of 01/18/2023 & 2/15/2023 made by Board Member Smith. Seconded by Board Chair Aguilar. Passed Unanimously.

AYES: Aguilar, Joubert, Smith
NAYS: None

ITEM 1: DISCUSSION & ACTION – BOARD MEMBER RESIGNATION

Executive Administrative Assistant, Melissa Glogowski reported that Tracy Barnhill had submitted her resignation from the Tree Board.

MOTION TO ACCEPT the resignation of Tracy Barnhill made by Vice Chair Smith. Seconded by Board Member Joubert. Passed Unanimously.

AYES: Aguilar, Joubert, Smith
NAYS: None

ITEM 2: DISCUSSION & ACTION: 2023 ARBOR DAY

Clerk Glogowski informed the board that with the purchase of the Story Walk at Lake Menzie and participation in Dundee Elementary Academy STEM Night, they had met their requirements for Tree City USA/WORLD.

MOTION TO APPROVE with that as they had already met the criteria, they would not be holding another event this year but would instead focus on the Dundee Beautification Program, passed by consensus.

ITEM 3: DISCUSSION & ACTION 2022-2023 TREE BOARD BUDGET

Board members verified the remaining balance in the budget to be approximately \$3000.000.

Discussed the beautification application & nomination forms, qualifications for winning, possible sponsorship and/or donations, Promotion will begin after 08/16/2023 meeting and first winner will be chosen at the October meeting. The board also decided to a residential holiday decoration contest for Christmas, will discuss this more at the October meeting.

MOTION TO APPROVE to approve \$1500.00 to be designated to purchase yard signs, made by Board Chair Aguilar. Seconded by Board Member Joubert. Passed Unanimously.

AYES: Aguilar, Joubert, Smith

NAYS: None

MOTION TO APPROVE to include \$50.00 gift card along with gift in the winner's basket made by Board Chair Aguilar. Seconded by Board Member Joubert. Passed Unanimously.

AYES: Aguilar, Joubert, Smith

NAYS: None

MOTION TO APPROVE that any remaining budget balance will be designated toward the purchase plants/flowers/signs to beautify Dundee at town staff's discretion made by Board Chair Aguilar. Seconded by Board Vice-Chair Smith. Passed Unanimously.

AYES: Aguilar, Joubert, Smith

NAYS: None

ITEM 4: DISCUSSION & ACTION – TREE TRIMMING & REMOVAL UPDATE

Public Works Director, John Vice, provided a update on the trees trimming & maintenance around town.

MOTION TO APPROVE the Public Works Director to reach back out to complainant with information learned, passed by consensus.

REPORTS FROM COMMITTEE OFFICERS

- **PUBLIC WORKS DEPARTMENT COMMENTS**
 - None
- **TOWN ADMINISTRATION COMMENTS**
 - Looking for volunteers to be on the Christmas Event Committee & the Centennial Celebration Committee
 - Christmas Committee – All members volunteered
 - Centennial Committee – David Joubert, Michelle Smith volunteered
- **BOARD MEMBER COMMENTS**
- **CHAIRPERSON COMMENTS**
 - Apologized for being late.

ADJOURNMENT
Motion to Adjourn at 6:54pm

Respectfully Submitted,

Melissa Glogowski

Melissa Glogowski, HR Coordinator/Exec. Admin. Asst.

APPROVAL DATE: _____

AYES: _____ **NAYS:** _____



Board of County Commissioners

Project Name: Lincoln Avenue Sidewalk Project
Parent Parcel ID No.: 272833-000000-033010

RIGHT-OF-WAY AGREEMENT

**STATE OF FLORIDA
COUNTY OF POLK**

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 202 East Main Street, Dundee, Florida 33838 (the “Town”), and **POLK COUNTY**, a political subdivision of the state of Florida, whose mailing address is P.O. Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, (the “County”).

WITNESSETH

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, pursuant to Section 1(g), Article VIII of the Florida Constitution and Chapter 125, Florida Statutes, Polk County (the “County”) is vested with home rule authority which includes, but is not limited to, the general exercise of any power for local self-government; and

WHEREAS, pursuant to Section(s) 166.021 and 125.01, Florida Statutes and Section(s) 2(b) and 1(g), Article VIII, Florida Constitution, the Town and County are authorized to negotiate and enter into this Agreement; and

WHEREAS, by virtue of that certain Warranty Deed (the “Deed”) recorded in Official Records Book 12445, Page(s) 1157 – 1159, Public Records of Polk County, Florida, the County is the Fee Simple Owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number 272833-000000-033010 (the “County Property”); and

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

WHEREAS, the Town has a current and/or planned capital improvement project which includes, but is not limited to, the design and construction of a sidewalk along the south side of a municipal road known as Lincoln Avenue (the “Project”); and

WHEREAS, in order for the Town to construct and/or complete the Project, the Town has requested that the County convey to the Town certain additional right-of-way along the south side of Lincoln Avenue as described and depicted in the attached **Exhibit “B”** (the “Property”); and

WHEREAS, in an effort to plan for future development and growth, the County agrees to donate and/or convey the Property (see **Exhibit “B”**) to the Town; and

WHEREAS, the County requested and The Town agrees to construct, as part of the Project, a 20-foot wide and 6-inch thick driveway (the “Driveway”) to serve as a point of access for the County Property to access the parent tract; and

WHEREAS, the Town and County agree that the cost(s) arising out of the design and construction of the Driveway will be initially borne by the Town and reimbursed by the County in accordance with the terms and conditions set forth by this Agreement; and

WHEREAS, on December 12, 2023, the Town Commission of the Town of Dundee, Florida, at a duly noticed public meeting, adopted Resolution No. 23-30 (the “Resolution”) approving and accepting the conveyance of the Property (see **Exhibit “B”**); and

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

WHEREAS, in order to construct the Driveway, the County acknowledges and agrees that the Town, its agents, representatives, contractors and consultants have a temporary easement to enter upon, over and across and to use any and all of the County Property as more particularly described in **Exhibit “D”** attached hereto and incorporated herein by reference (the “Construction Easement”); and

WHEREAS, to the extent permitted by applicable Florida law, County agrees to indemnify and hold harmless the Town, its agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney’s fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the County, or anyone for whose acts or omissions the County may be liable as a result of the County’s fee ownership or the County’s use of the Construction Easement (see **Exhibit “D”**); and

WHEREAS, to the extent permitted by applicable Florida law, the Town agrees to indemnify and hold harmless the County, its agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney’s fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any negligent act or omission by the Town or anyone for whose negligent acts or omissions the Town may be liable as a result of the Town’s rights under this Agreement; and

WHEREAS, the Town and County acknowledge, represent and agree that nothing contained in this Agreement shall constitute a waiver of either parties’ sovereign immunity under applicable Florida law and or the limits of either parties’ limits of liability as set forth in Section 768.28, Florida Statutes, or to extend the limits of liability or recovery under Section 768.28, Florida Statutes regardless of whether based on contract, statute, negligence, products liability, strict liability, or otherwise.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar each to the other paid, it is agreed as follows:

- (a) The foregoing factual recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Agreement between the Town and County.
- (b) County agrees to donate and convey the Property (see **Exhibit “B”**) by County Deed unto the Town for the Project.
- (c) The Town agrees to construct for the County, as part of the Project, a 20-foot wide and 6-inch thick driveway (the “Driveway”) in accordance with applicable Town standards to serve as a point of access for the County in order to access the parent tract. The County agrees to reimburse the Town for the cost(s) arising out of the design and construction of the Driveway in a sum **not to exceed Two Thousand Three Hundred Eighty Dollars (\$2,380.00)** as more particularly set forth in **Exhibit “E”** attached hereto and incorporated herein by reference.
- (d) The County, by this Agreement, hereby grants a temporary easement to enter upon, over and across and to use any and all of the County Property as more particularly described in **Exhibit “D”** attached hereto and incorporated herein by reference (the “Construction Easement”) for the purpose of constructing the Driveway.
- (e) The Town agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement are just and full compensation for the construction of the Driveway and no other monies including fees and/or cost are owed by the County to Town.
- (f) Notwithstanding any other provision set forth in the Agreements, nothing contained in this Agreement shall be construed as a waiver of the parties’ right to sovereign immunity under applicable Florida law and/or a waiver of the limits of the parties’ liability set forth in Section

768.28, Florida Statutes (2023), or other limitations imposed on the parties' potential liability under state or federal law regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. This Section shall survive termination of this Agreements.

- (g) All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.
- (h) Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.
- (i) This Agreement shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.
- (j) This Agreement which includes, but shall not be limited to, the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.
- (k) If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared to be severable.
- (l) This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

*** THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA AND THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

COUNTY:
POLK COUNTY, a political subdivision of the State of Florida

Town:
TOWN OF DUNDEE

By: _____
R. Wade Allen, Administrator
Real Estate Services

By: _____

Print Name/Title

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Its Agent

Approved by the County Board:

Approved by the Town Commission:

Date

Date



Marsha M. Faux, CFA, ASA POLK COUNTY PROPERTY APPRAISER 2024 Data Sharing and Usage Agreement

This Data Sharing and Usage Agreement, hereinafter referred to as “**Agreement**,” establishes the terms and conditions under which the _____ hereinafter referred to as “**agency**,” can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with [FS 282.3185](#) and [FS 501.171](#) and adhere to the standards set forth within these statutes.

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

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

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.
6. The **agency** agrees to comply with all regulations for the security of confidential personal information as defined in [FS 501.171](#).
7. The **agency**, when defined as “local government” by [FS 282.3185](#), is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on **January 1, 2024**, and shall run until **December 31, 2024**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

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

POLK COUNTY PROPERTY APPRAISER

Signature: Marsha Faux

Print: Marsha M. Faux CFA, ASA

Title: Polk County Property Appraiser

Date: December 1, 2023

Agency: _____

Signature: _____

Print: _____

Title: _____

Date: _____



TOWN COMMISSION MEETING

December 12, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** RECOGNITION, LONGEST SERVING BOARD MEMBER
- SUBJECT:** Town Commission will recognize the longest serving board member
- STAFF ANALYSIS:** The Town of Dundee is honored to recognize Mr. James “Ron” Hall for over 35 years of service to our community. He has served on numerous board positions such as Council Member, Mayor and (Currently) Planning & Zoning board member. His continued dedication has allowed Mr. Hall to have a great impact within our community. Thank you for your continued service.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends support
- ATTACHMENTS:** Plaque



TOWN COMMISSION MEETING

December 12, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** RECOGNITION, CITIZEN OF THE YEAR
- SUBJECT:** Town Commission will recognize the citizen of the year
- STAFF ANALYSIS:** The Town of Dundee is excited to recognize Ms. Burnestine Armwood as 2023 Citizen of the Year. Ms. Burnestine has dedicated her time contributing to our community in various ways. She is always looking for ways to beautify Dundee. We are happy to have her as a resident of Dundee and she deserves all the recognition. Thank you, Ms. Burnestine, for all that you do here in our community.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends support
- ATTACHMENTS:** Plaque



TOWN COMMISSION MEETING

December 12, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** ORDINANCE 23-11, FOUR UNNAMED RIGHTS-OF-WAY VOLUNTARY ANNEXATION
- SUBJECT:** The Town Commission will hear the second (adoption) reading 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

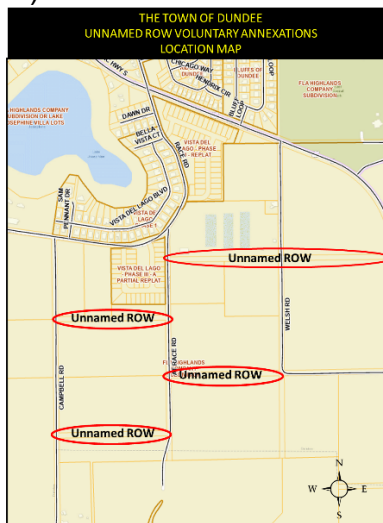
AGENDA DATE: December 12, 2023

REQUESTED ACTION: Ordinance 23-11
 The Town Commission will consider the second (adoption) 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. The first reading was held on November 14, 2023 and was unanimously approved to move on to second reading.

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 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: _____

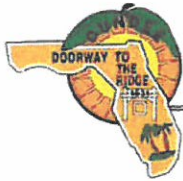
Email Address: _____

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

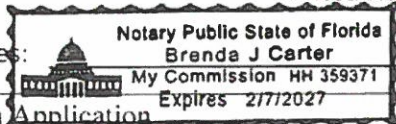
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4 day of October, 2023 by, as, on its behalf, who is personally known to me or who has produced - as identification.

Notary Public, State of Florida

[Signature]

Printed Name Brenda J Carter

My commission expires:



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), 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]
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

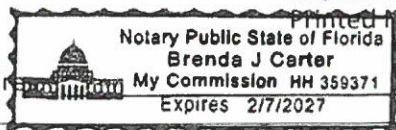
AGENT, LESSEE, OR BUYER(S) NOTARIZATION

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.

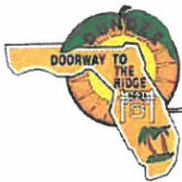
Notary Public, State of Florida

[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

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)

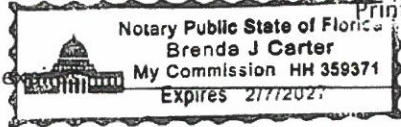
STATE OF FLORIDA

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

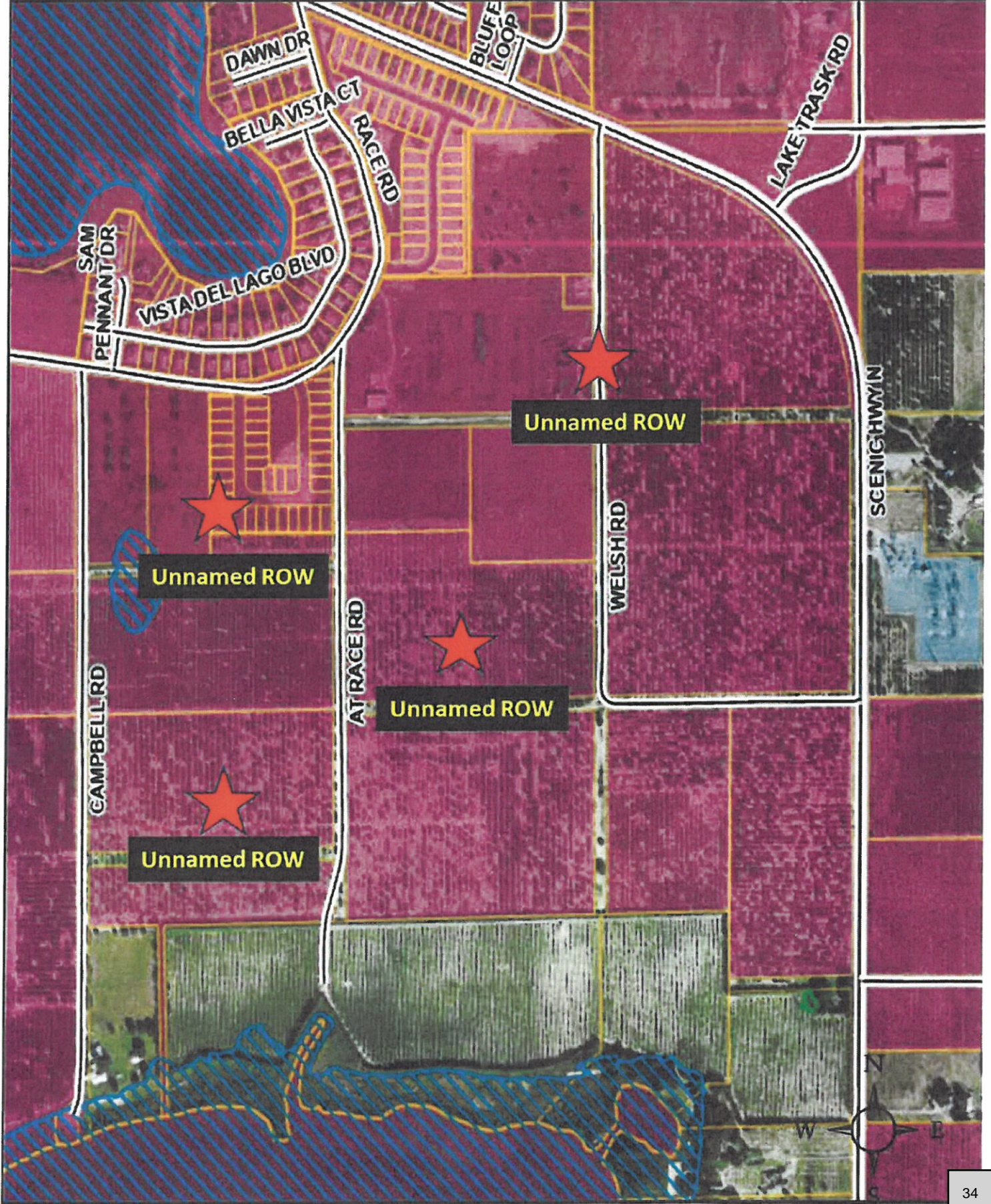


Voluntary Annexation Application Checklist

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:

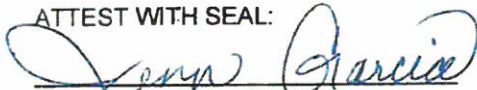
INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 26th day of April, 2022.

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

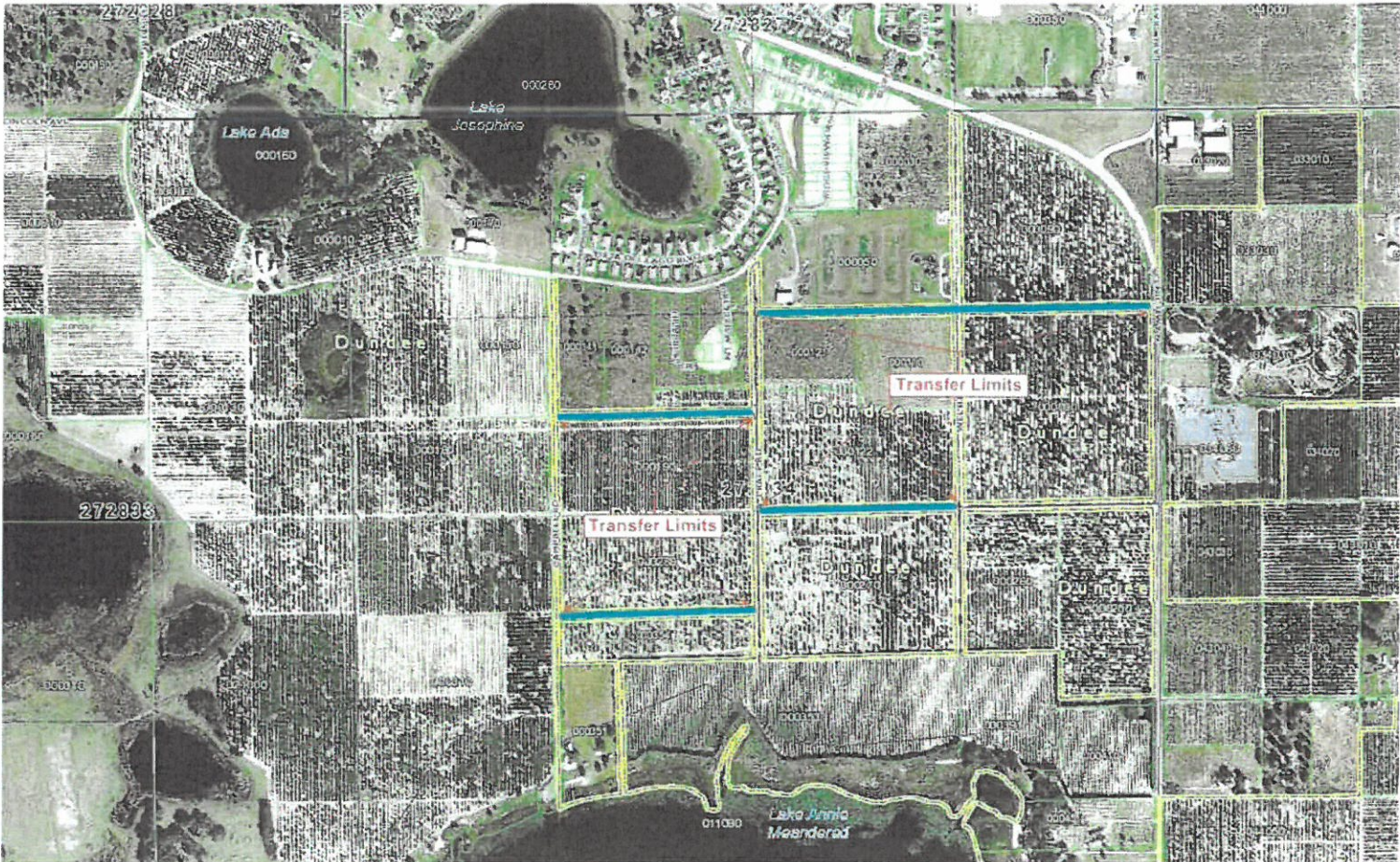
By: Atison Hellard
Deputy Clerk

This 15th day of February, 2022

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

P.54





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

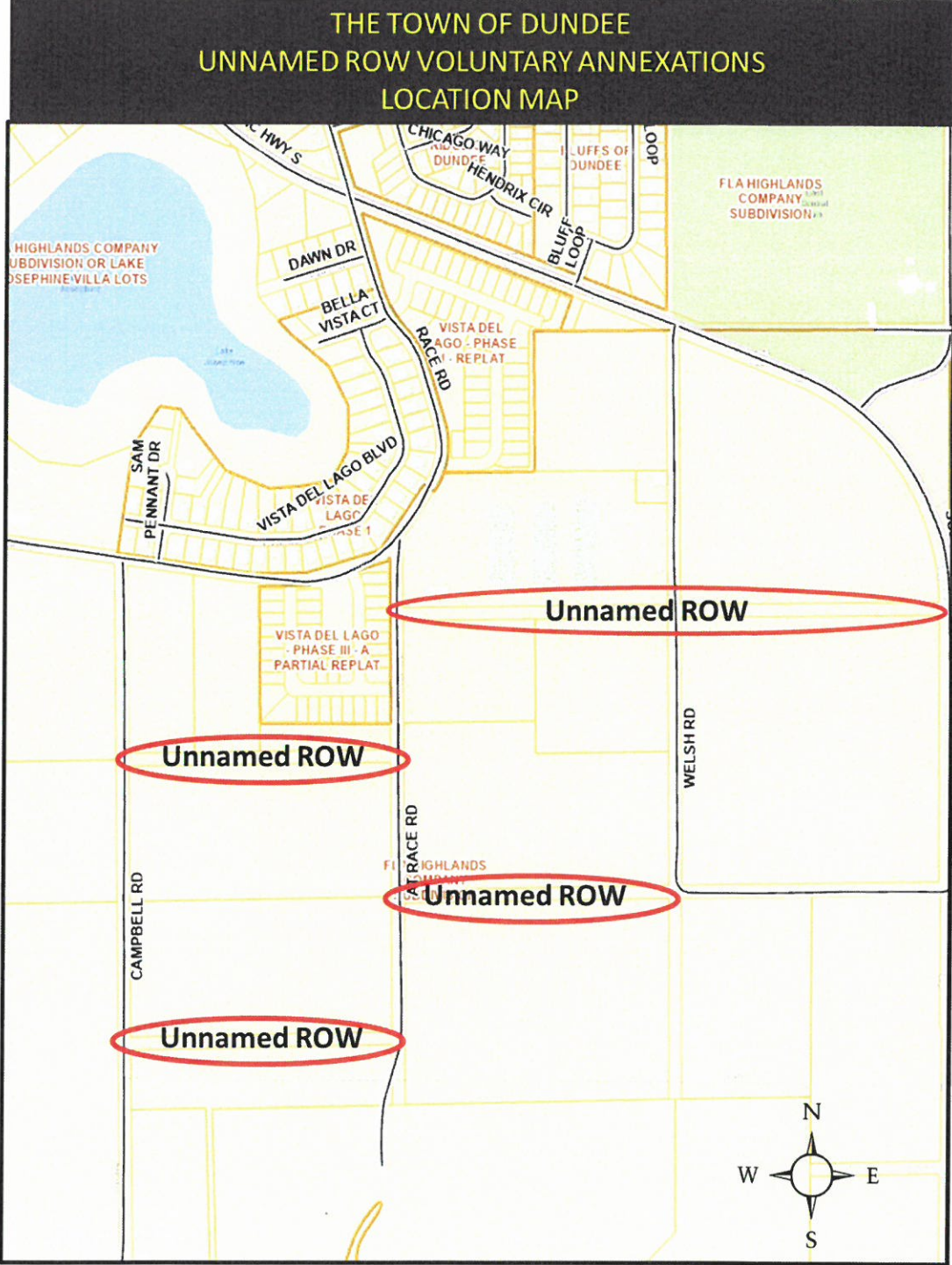
(Seal)



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



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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

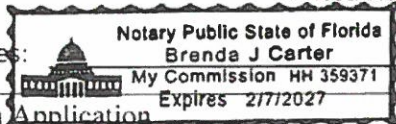
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4 day of October, 2023 by, as, on its behalf, who is personally known to me or who has produced - as identification.

Notary Public, State of Florida

[Signature]

Printed Name Brenda J Carter

My commission expires:





Town of Dundee

Voluntary Annexation Application

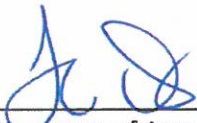
124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

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) <u>Tandra Davis for the Town of Dundee</u>	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

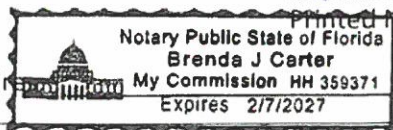
AGENT, LESSEE, OR BUYER(S) NOTARIZATION

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.

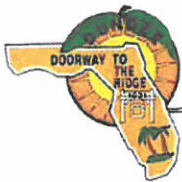
Notary Public, State of Florida



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

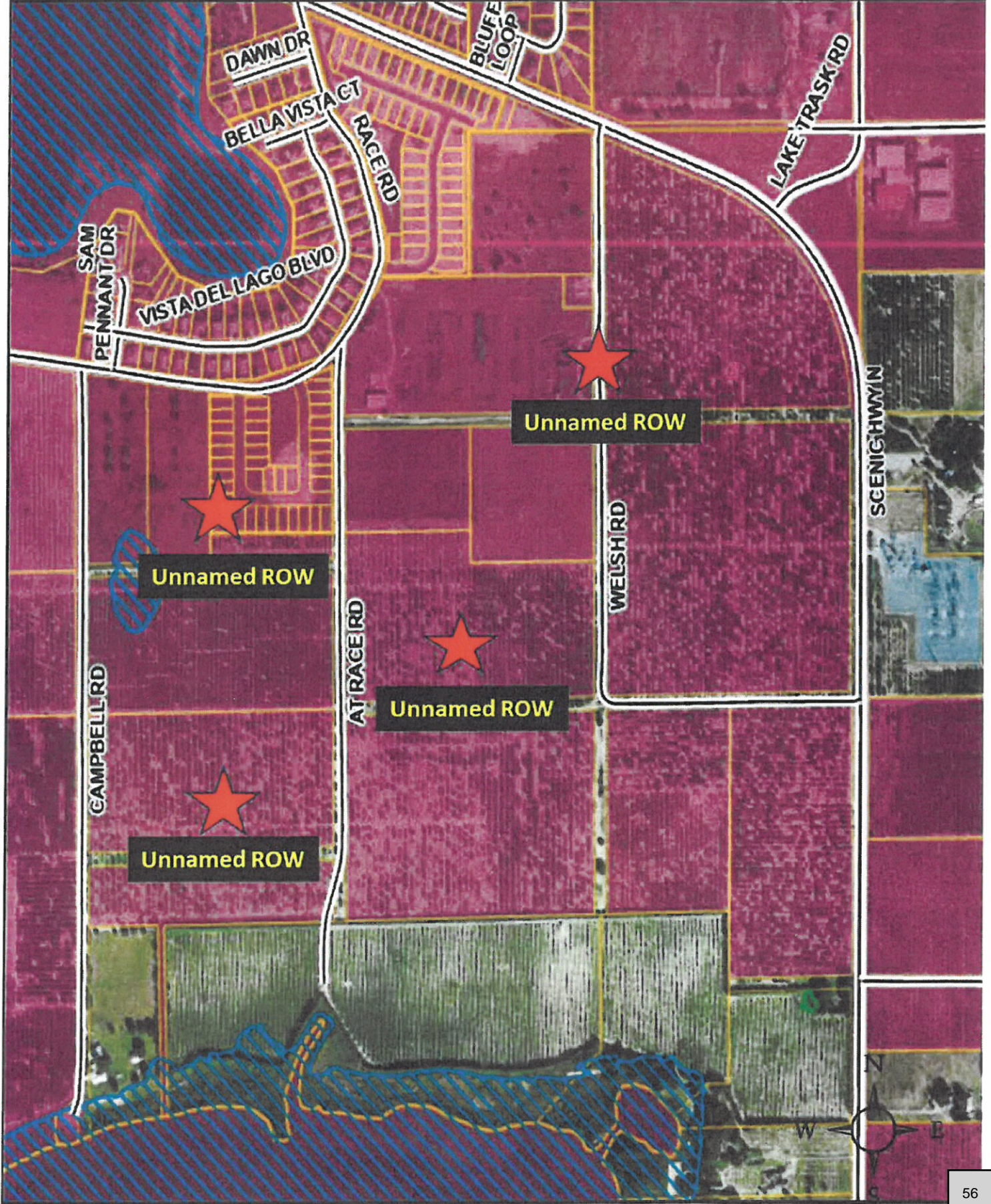


Voluntary Annexation Application Checklist

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:

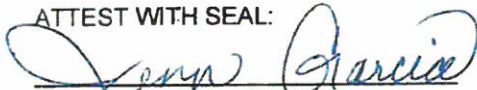
INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 26th day of April, 2022.

TOWN OF DUNDEE

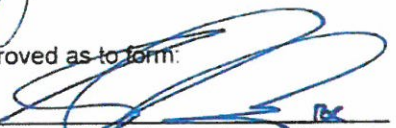


Sam Pennant, Mayor

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

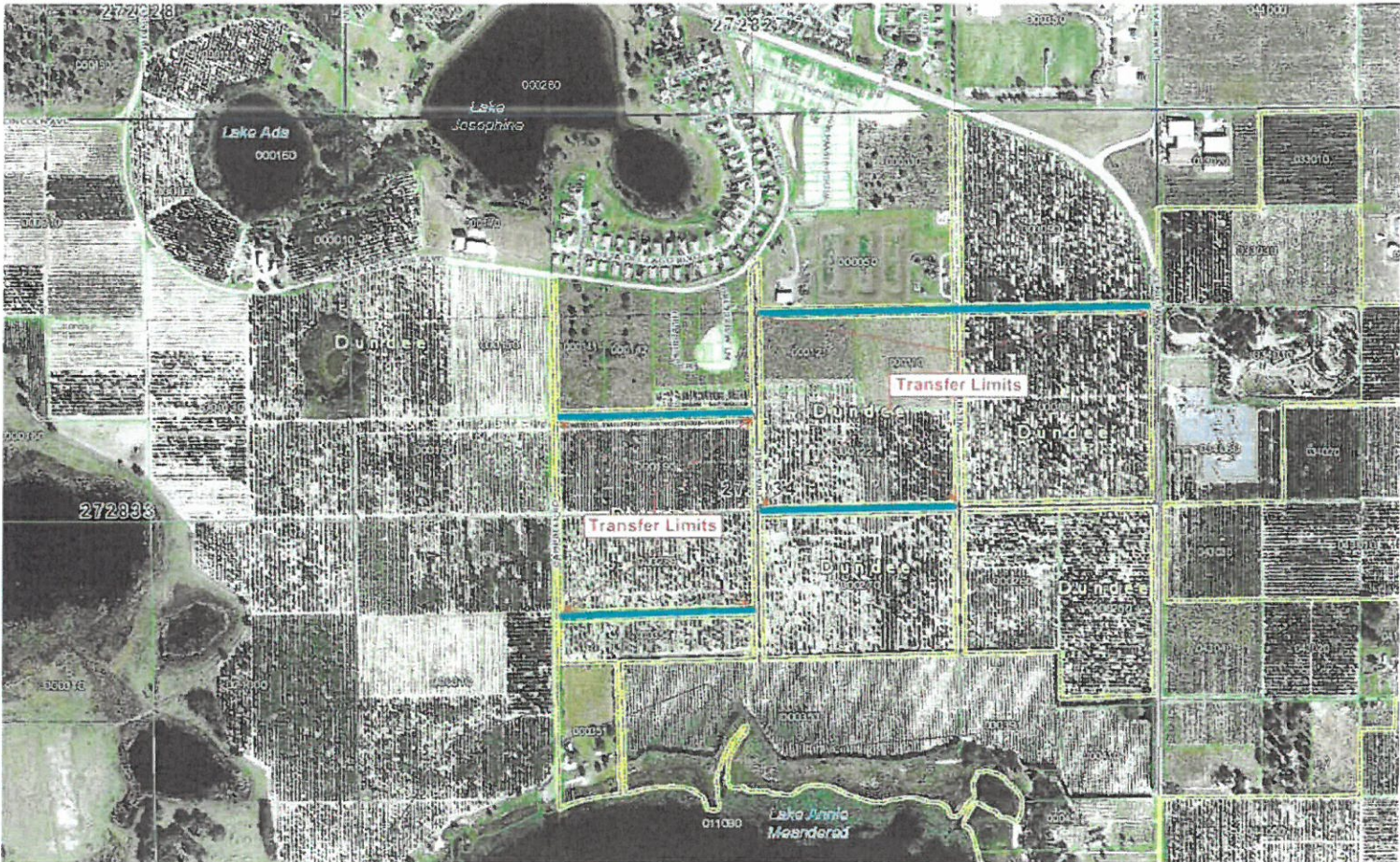
By: Alison Hellard
Deputy Clerk

This 15th day of February, 2022

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

P.54





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

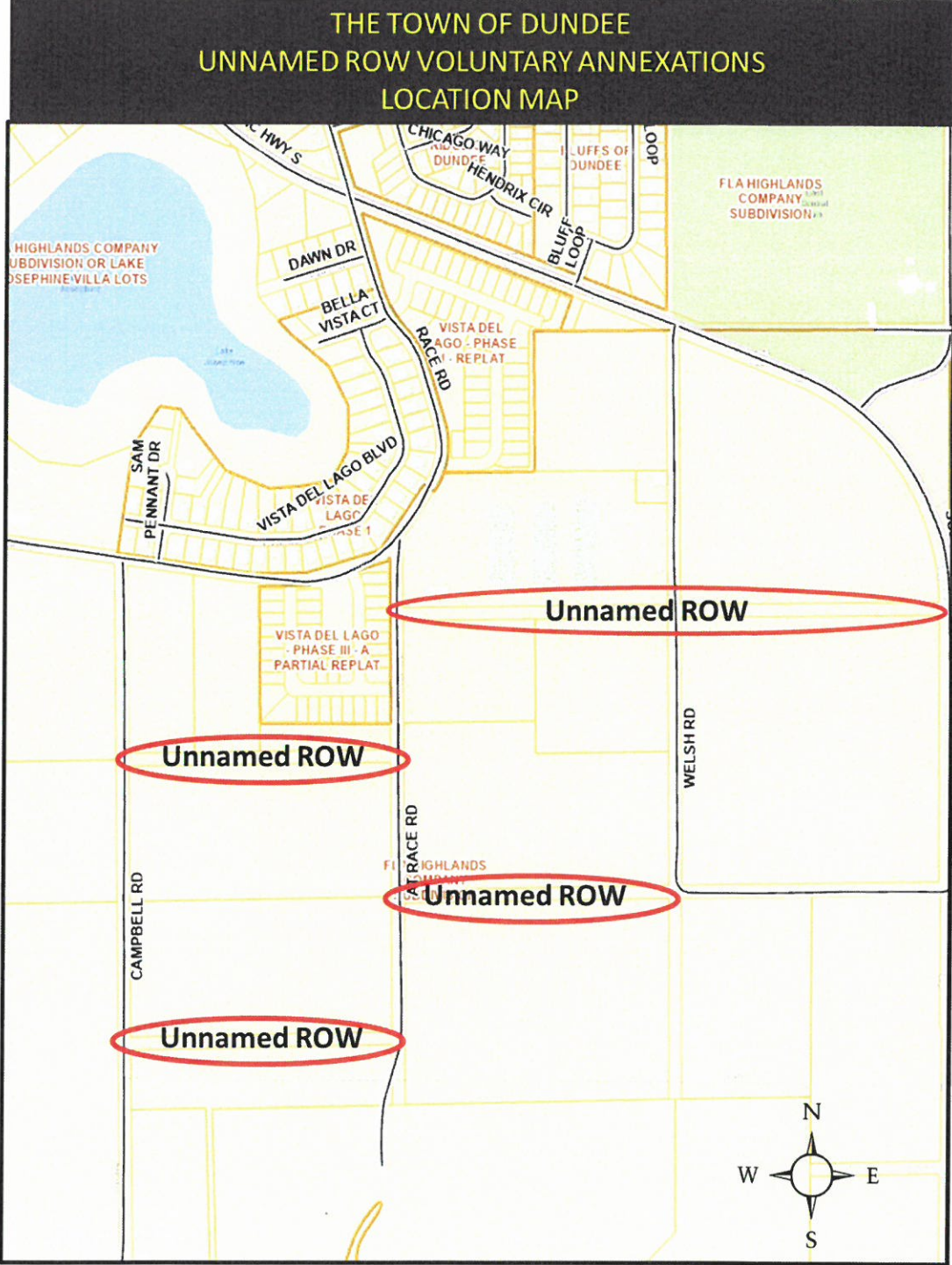
(Seal)



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

December 12, 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 second (adoption) reading 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

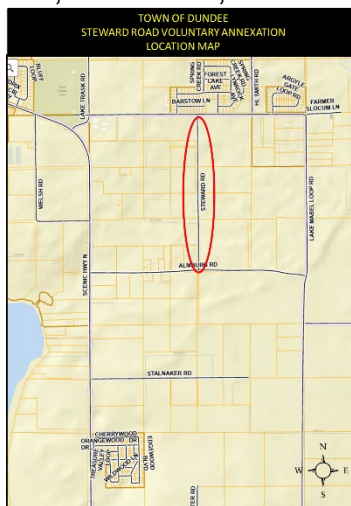
AGENDA DATE: December 12, 2023

REQUESTED ACTION: Ordinance 23-12
The Town Commission will consider the second (adoption) 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. The first reading was held on November 14, 2023 and was unanimously approved to move on to second reading.

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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*
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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

[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 ____ 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. J.</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)

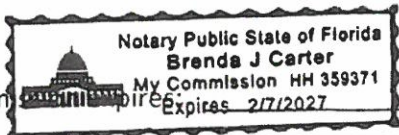
STATE OF FLORIDA
COUNTY OF POLK

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



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

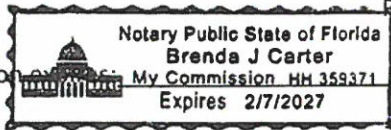
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

[Handwritten Signature]

Notary Public, State of Florida

[Handwritten Name]

Printed Name

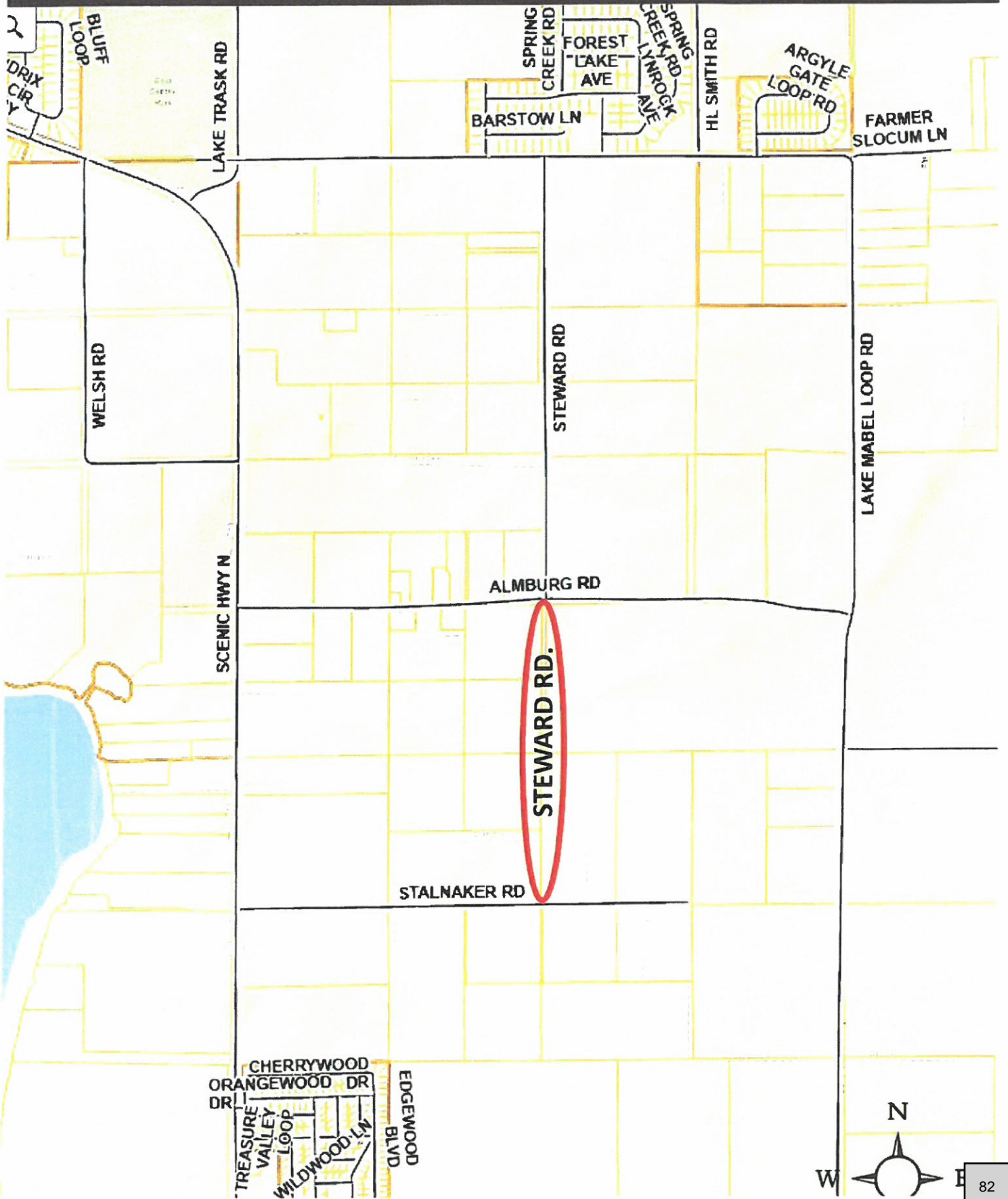


My commission

Date Accepted by Town: _____

Project ID Number: _____

TOWN OF DUNDEE STEWARD ROAD VOLUNTARY ANNEXATION LOCATION MAP



STEWARD ROAD VOLUNTARY ANNEXATION
AERIAL MAP



EXHIBIT A

Steward Rd, R

Item 4.



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.

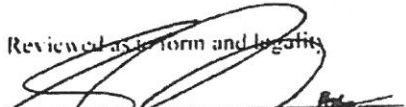
ATTEST:

TOWN OF DUNDEE

By: 
Trevor Douthett, Town Clerk

By: 
Sam Pennant, Mayor

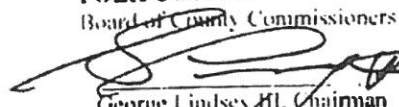
This 25th day of July, 2023

Reviewed as to form and legality

Frederick J. Murphy, Jr., Town Attorney

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

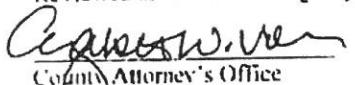
By: 
Alison Holland
Deputy Clerk


George Lindsey III, Chairman

This 8th day of August, 2023



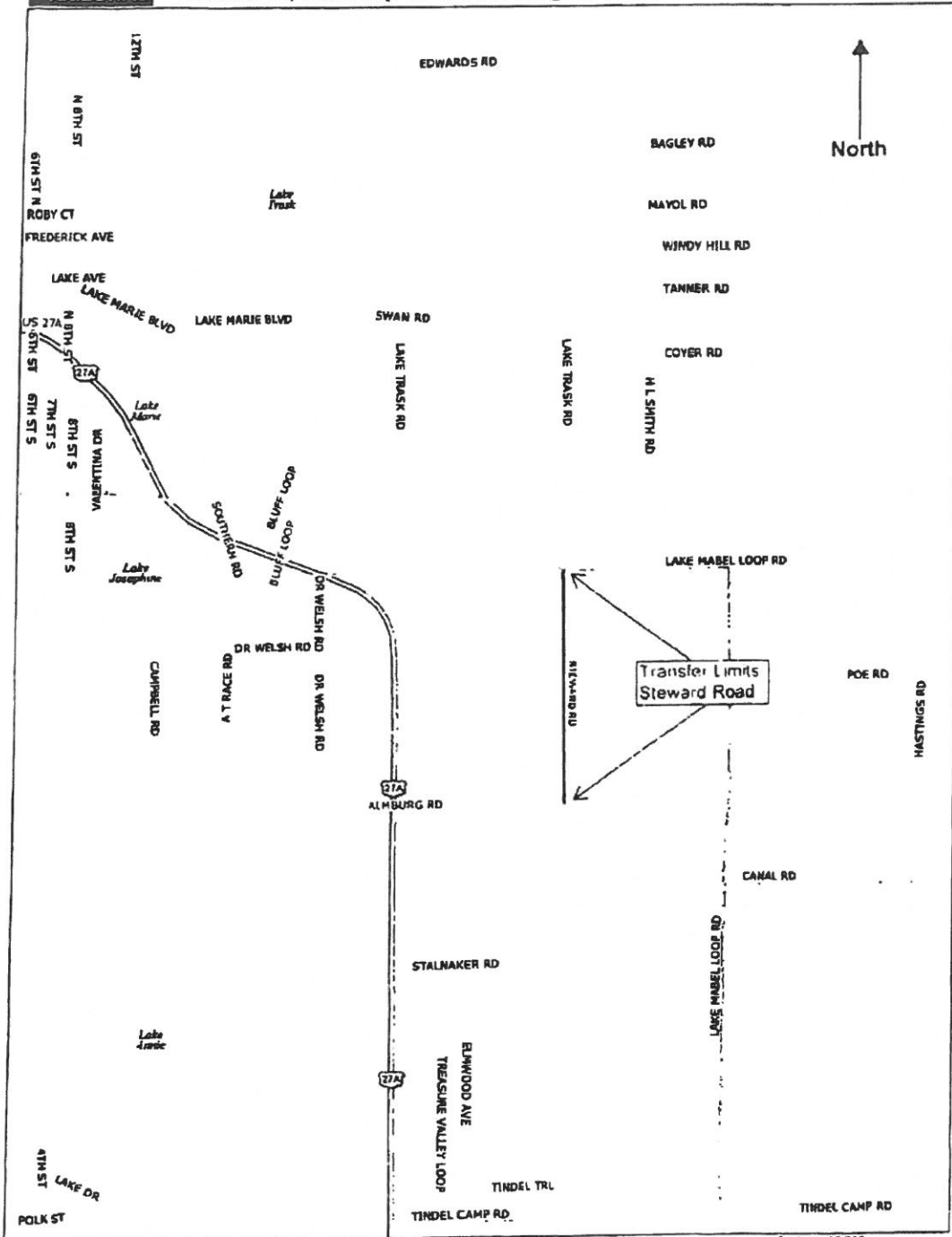
R.41

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



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 © DeLorme DeLorme Street Atlas USA® 2010
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Scale 1" = 2,000'
 Data Zoom 13-0

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)

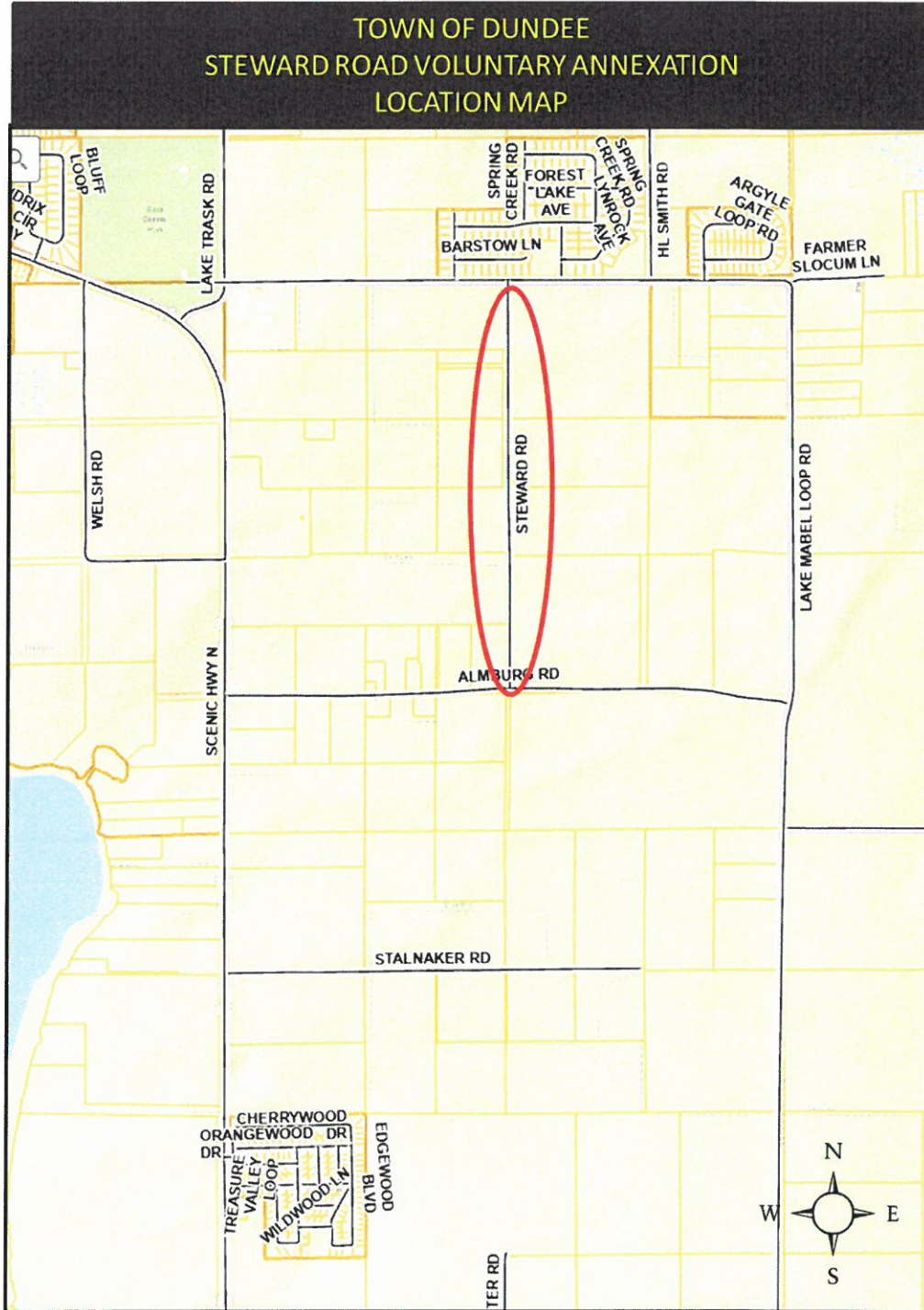


I hereby certify that the foregoing is a true copy of the record in my office this day, Sep 15, 2023. Redacted ___ Unredacted/law ___
Stacy M. Butterfield, Clerk of Court Polk County, Florida
By: *Stacy M. Butterfield* Deputy Clerk

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



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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

[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 ____ 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>Jc</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)

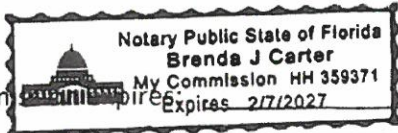
STATE OF FLORIDA
COUNTY OF POLK

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



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

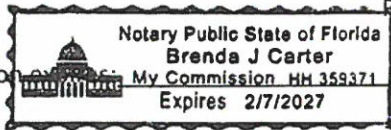
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of September, 2023, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

[Handwritten Signature]

Notary Public, State of Florida

[Handwritten Name]

Printed Name

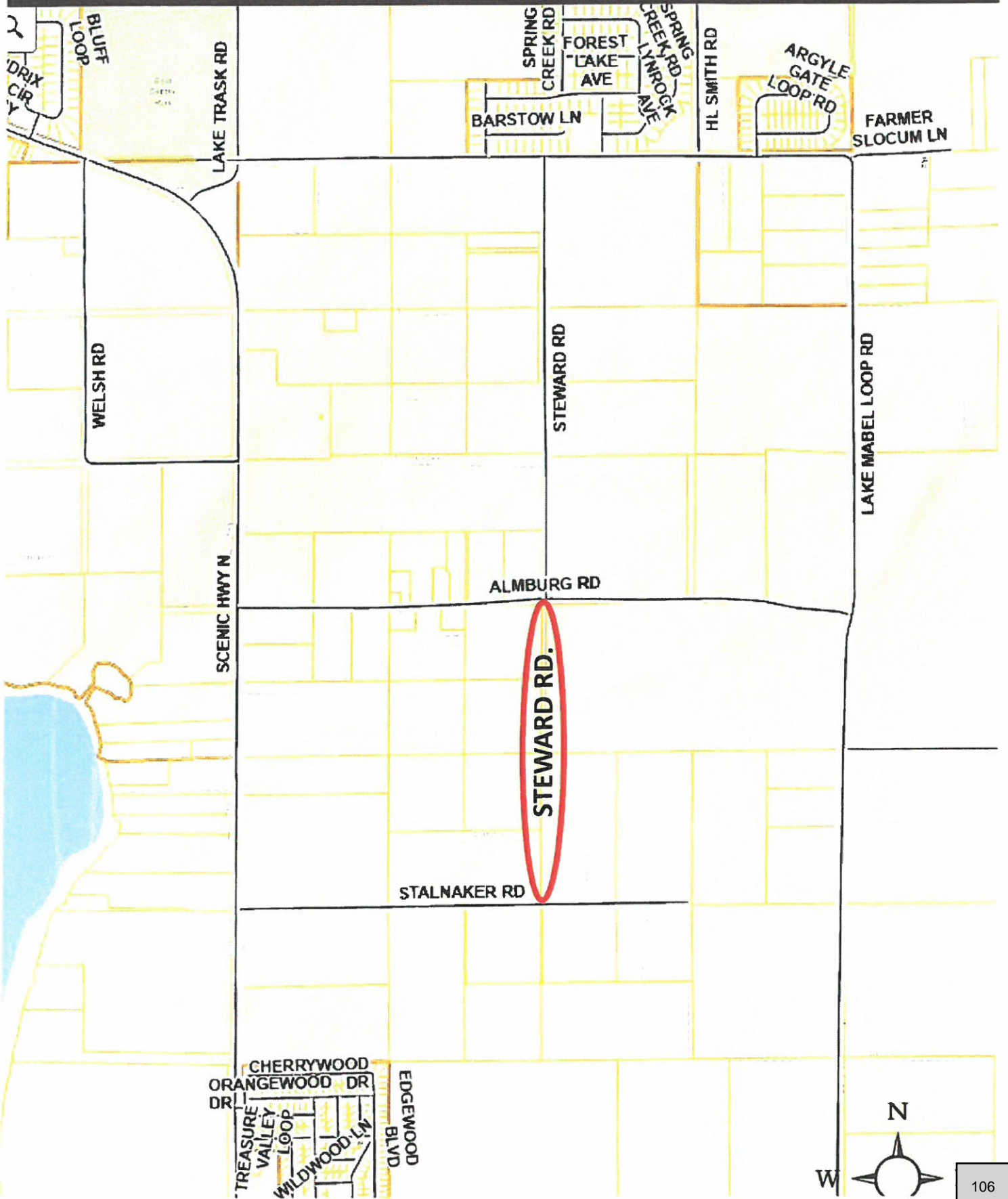


My commission

Date Accepted by Town: _____

Project ID Number: _____

TOWN OF DUNDEE STEWARD ROAD VOLUNTARY ANNEXATION LOCATION MAP



STEWARD ROAD VOLUNTARY ANNEXATION AERIAL MAP

Item 4.



EXHIBIT A

Steward Rd., R

Item 4.



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



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

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

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: [Signature]
Trevor Douthett, Town Clerk

By: [Signature]
Sam Pennant, Mayor

This 25th day of July, 2023

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

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: [Signature]
Alison Holland
Deputy Clerk

[Signature]
George Lindsey III, Chairman

This 8th day of August, 2023



R.41

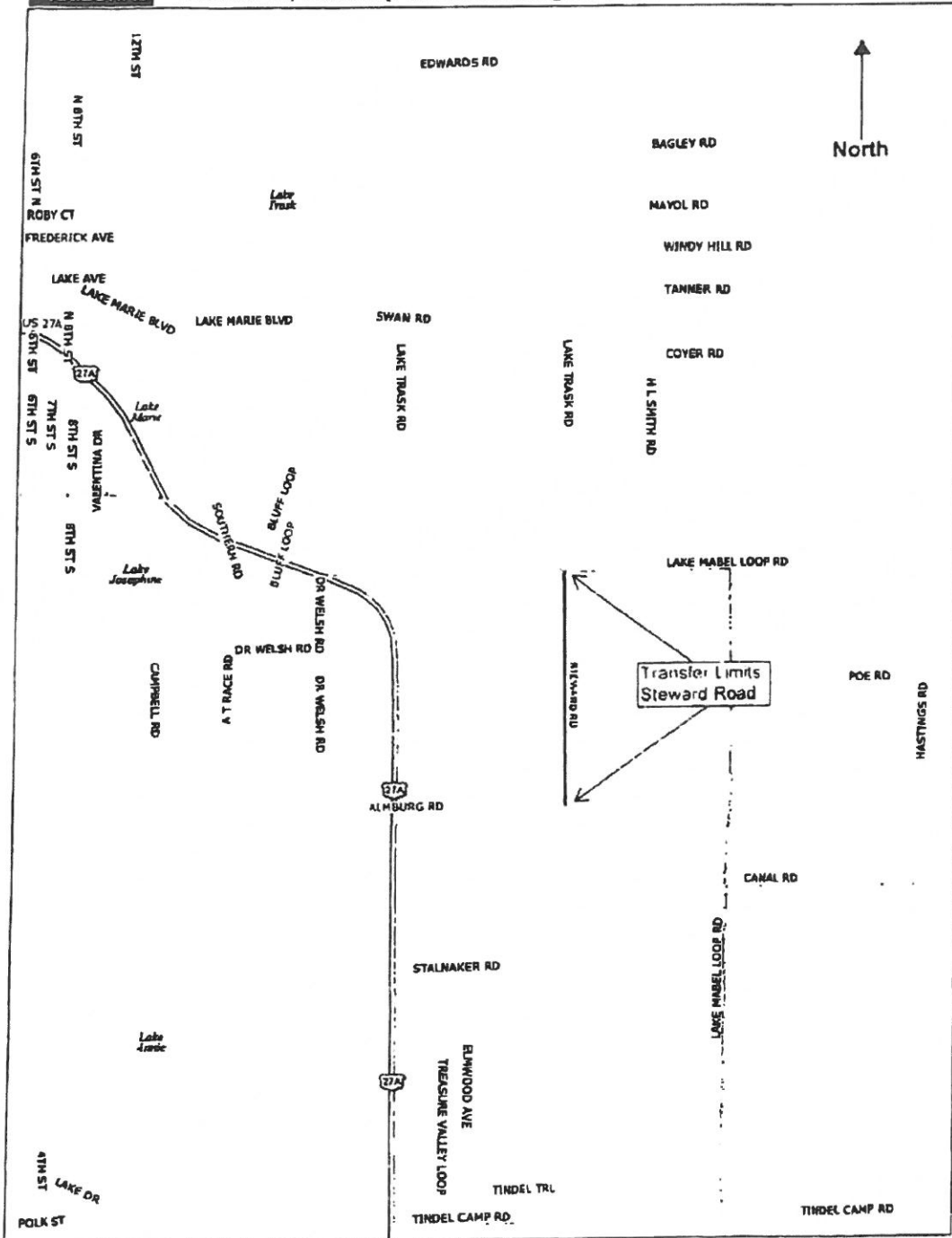
Reviewed as to form and legality
[Signature]
County Attorney's Office

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

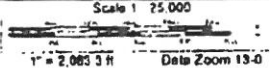
ATTACHMENT "A"

Section 35, Township 28 South, Range 27 East

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 www.delorme.com



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 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)

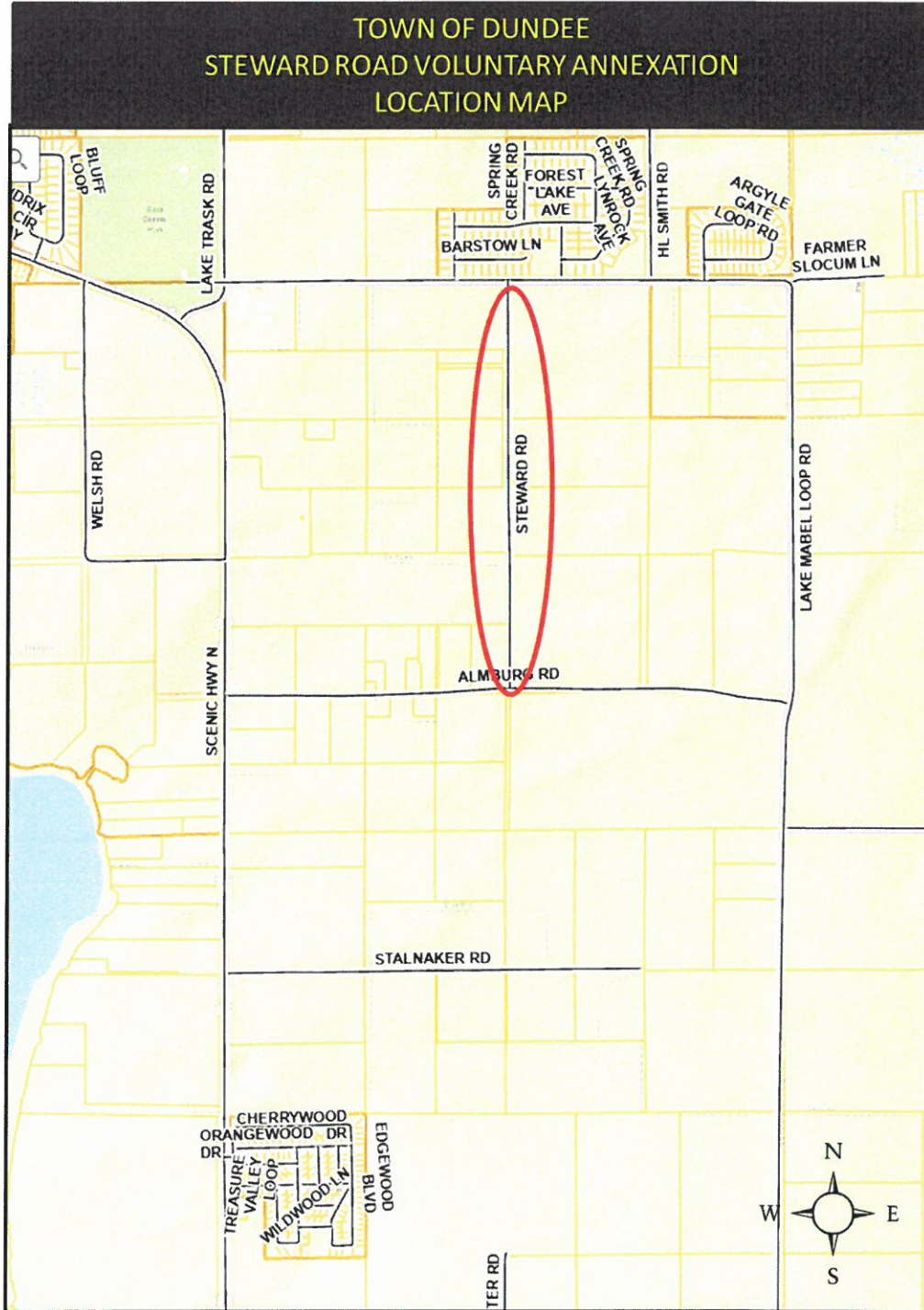


I hereby certify that the foregoing is a true copy of the record in my office this day, Sep 15, 2023. Redacted ___ Unredacted/law ___
Stacy M. Butterfield, Clerk of Court Polk County, Florida
By: *Stacy M. Butterfield* Deputy Clerk

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

December 12, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** ORDINANCE 23-13, CAMPBELL ROAD RIGHT OF WAY VOLUNTARY ANNEXATION
- SUBJECT:** The Town Commission will hear the second (adoption) reading 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

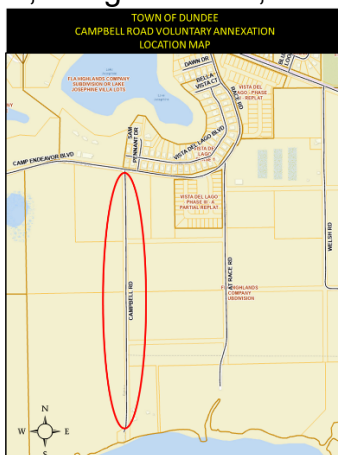
AGENDA DATE: December 12, 2023

REQUESTED ACTION: Ordinance 23-13
 The Town Commission will consider the second (adoption) 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. The first reading was held on November 14, 2023 and was unanimously approved to move on to second reading.

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

*
*
*
*
*
*
*
*
*

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 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: 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

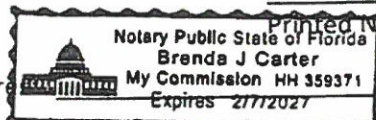
OWNER'S NOTARIZATION

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

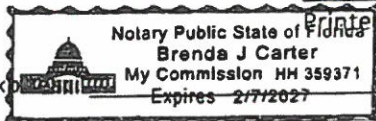
COUNTY OF POLK

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)

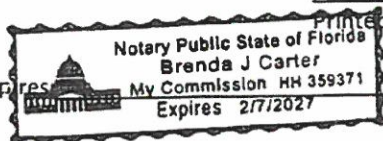
STATE OF FLORIDA

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

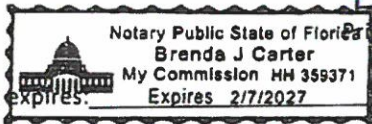
COUNTY OF POLK

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.

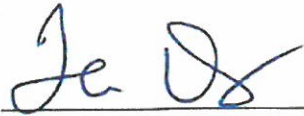
How should this checklist be used?

- *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

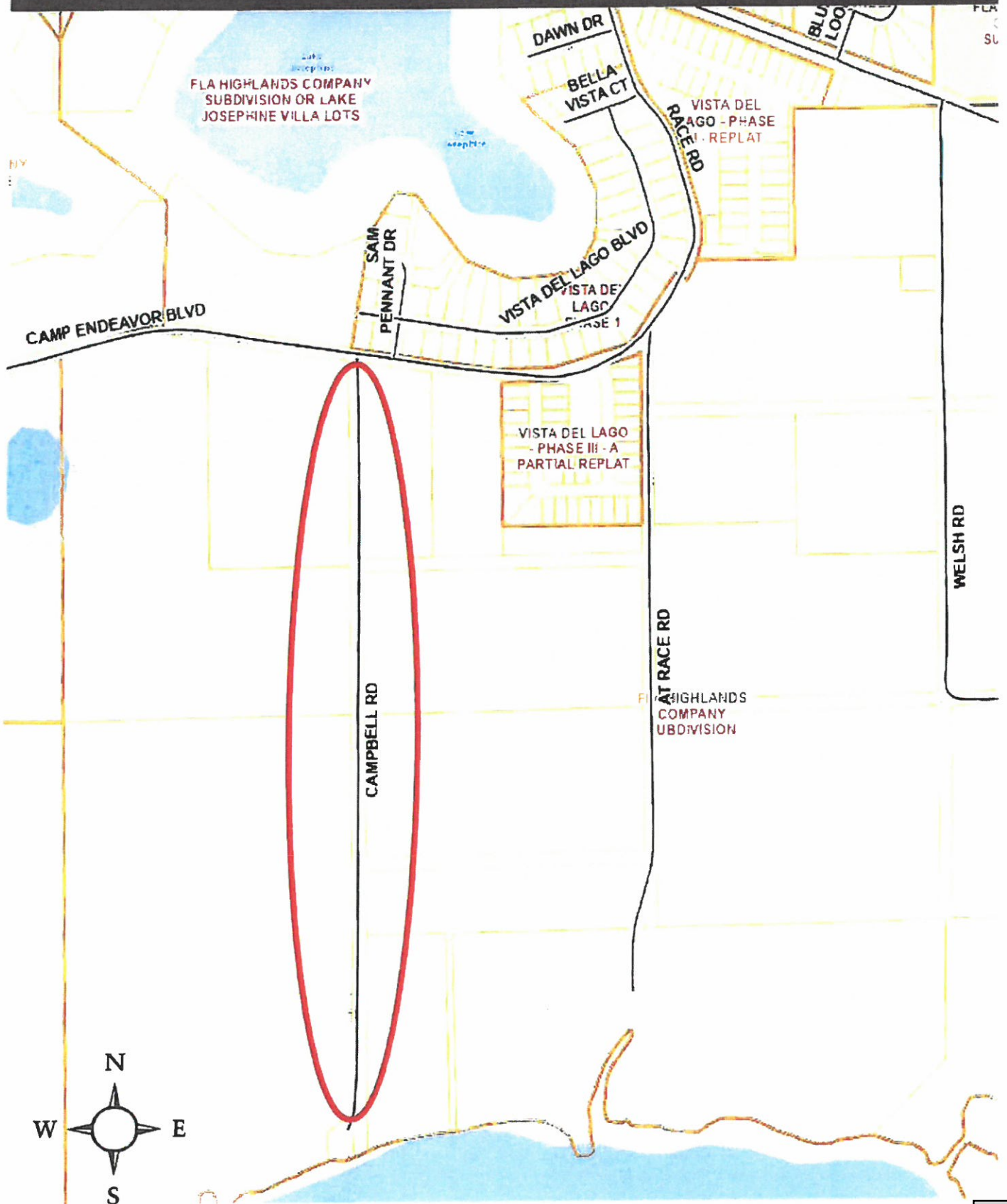


Voluntary Annexation Application Checklist

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

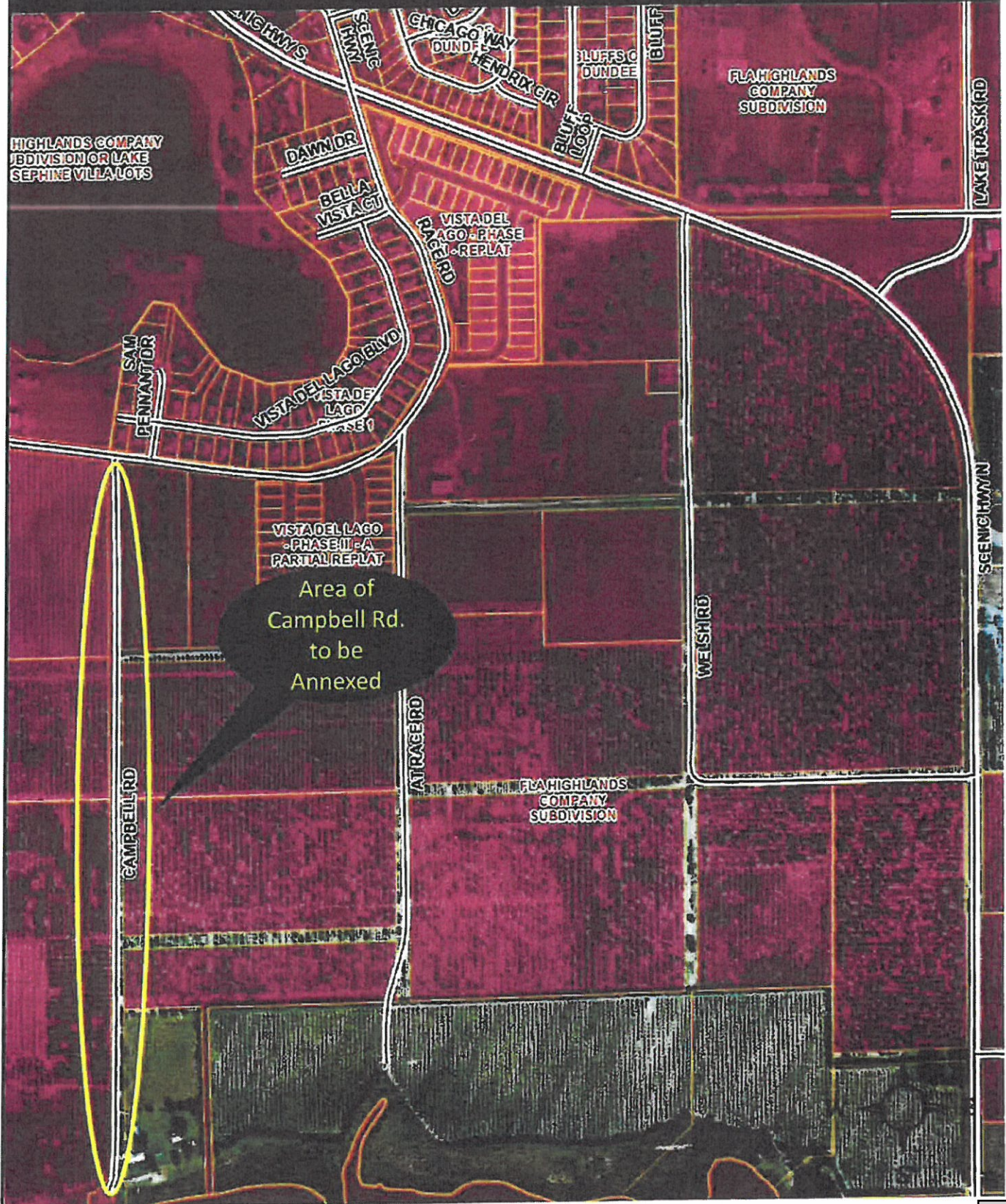


EXHIBIT A

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:

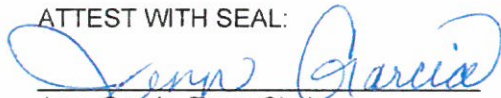
INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 26th day of April, 2022.

TOWN OF DUNDEE



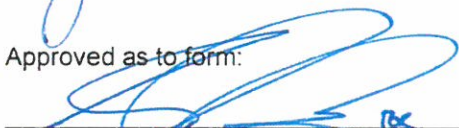
Sam Pennant, Mayor

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

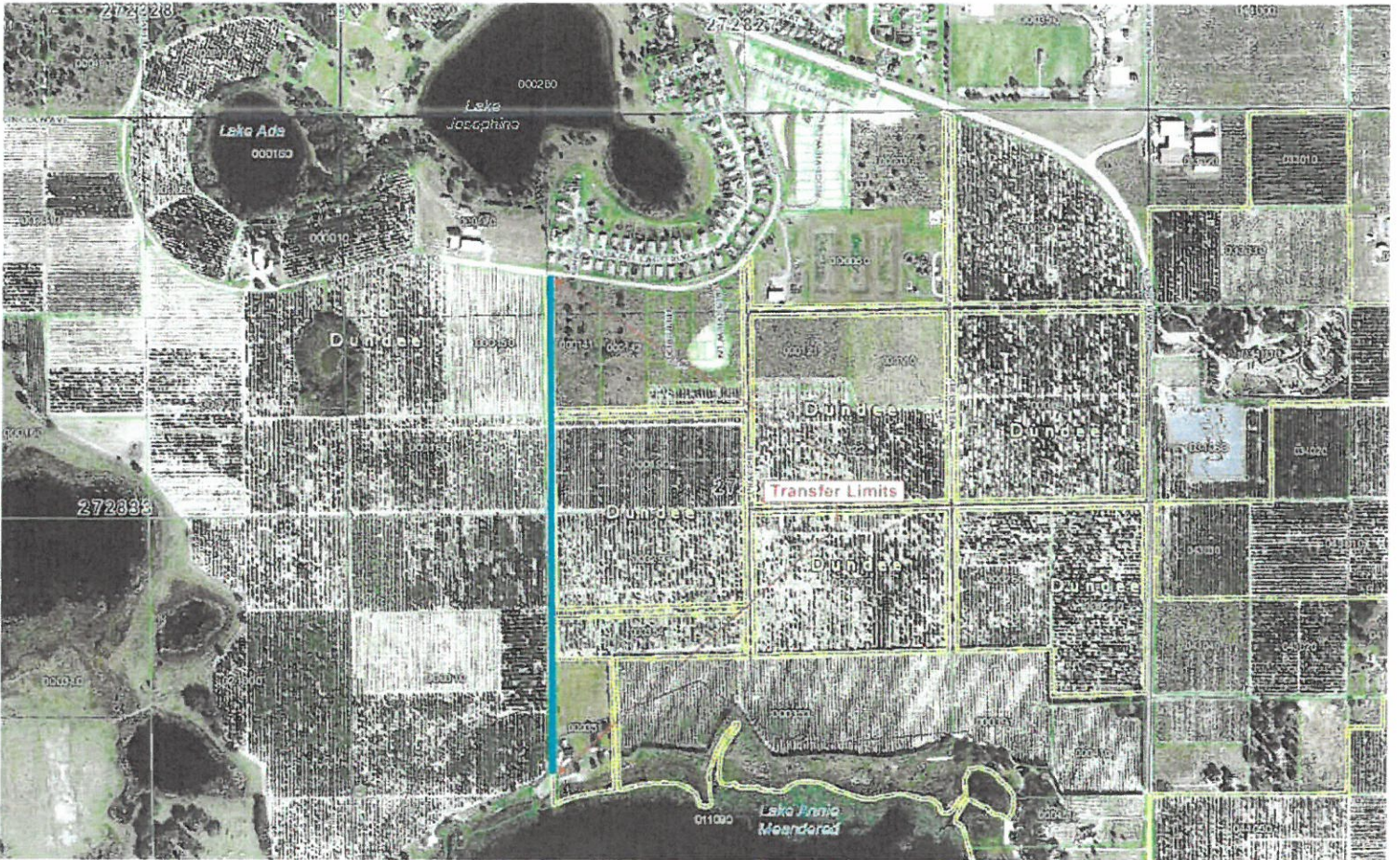
POLK COUNTY
Board of County Commissioners
Dr. Martha Santiago
Dr. Martha Santiago, Chair

By: Alison Helland
Deputy Clerk

This 15th day of February 2022
PSI

Reviewed as to form and legality
Althea 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)

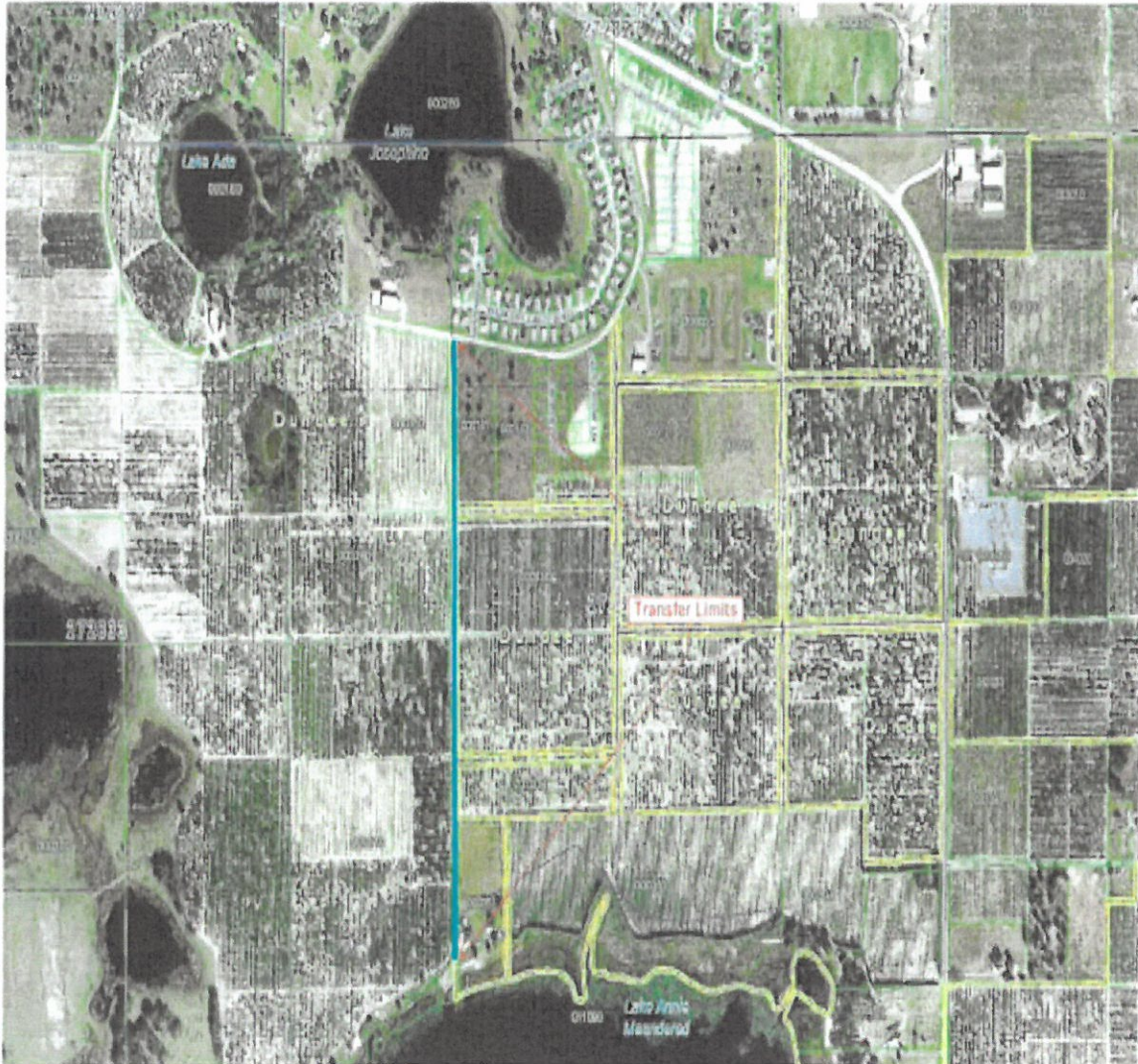


P.54

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



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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 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: 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

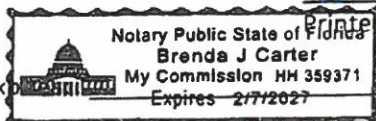
COUNTY OF POLK

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]
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 _____

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: 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

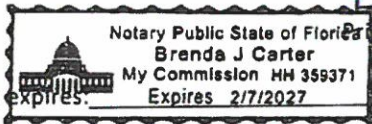
COUNTY OF POLK

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.

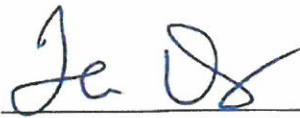
How should this checklist be used?

- *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

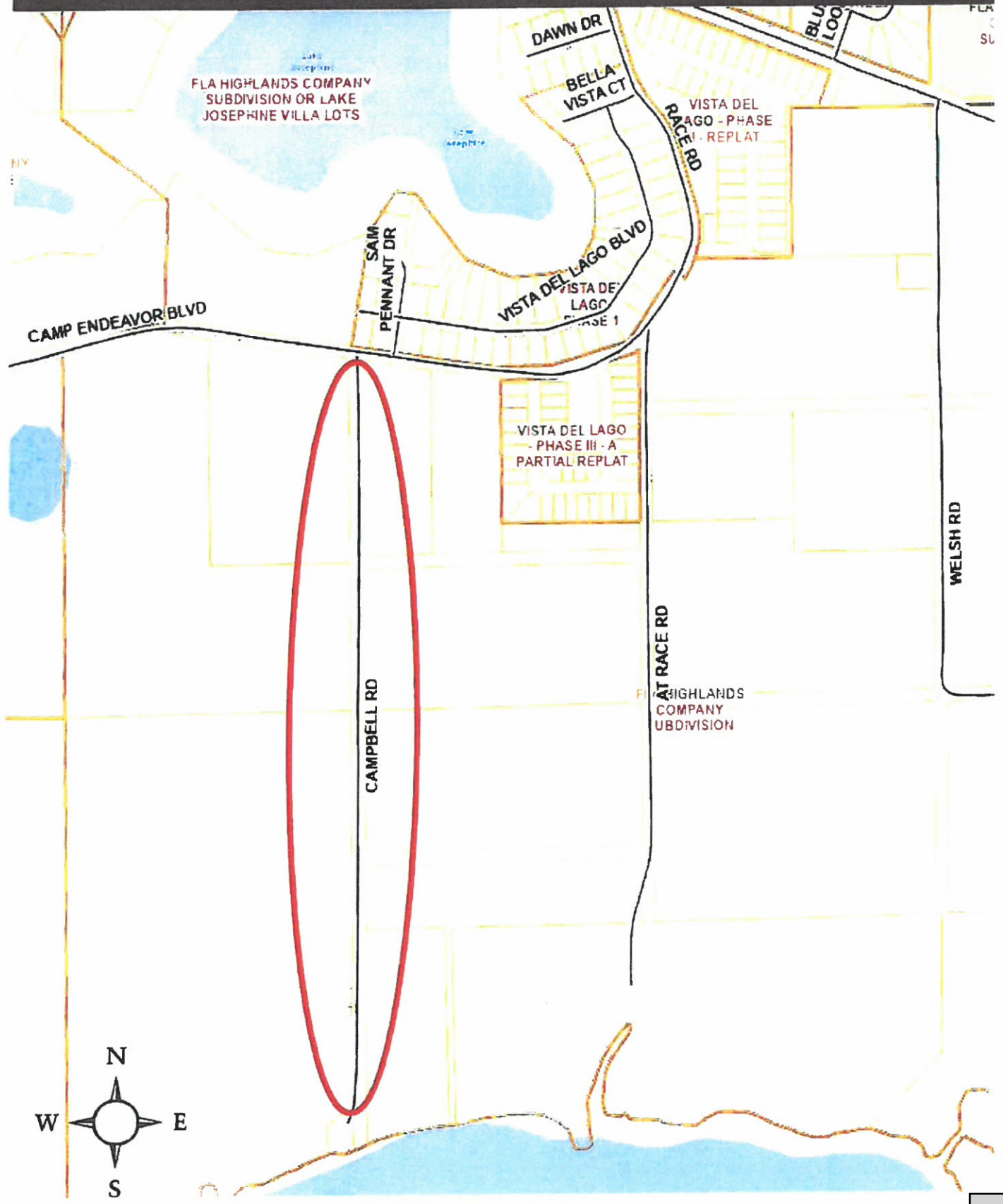


Voluntary Annexation Application Checklist

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

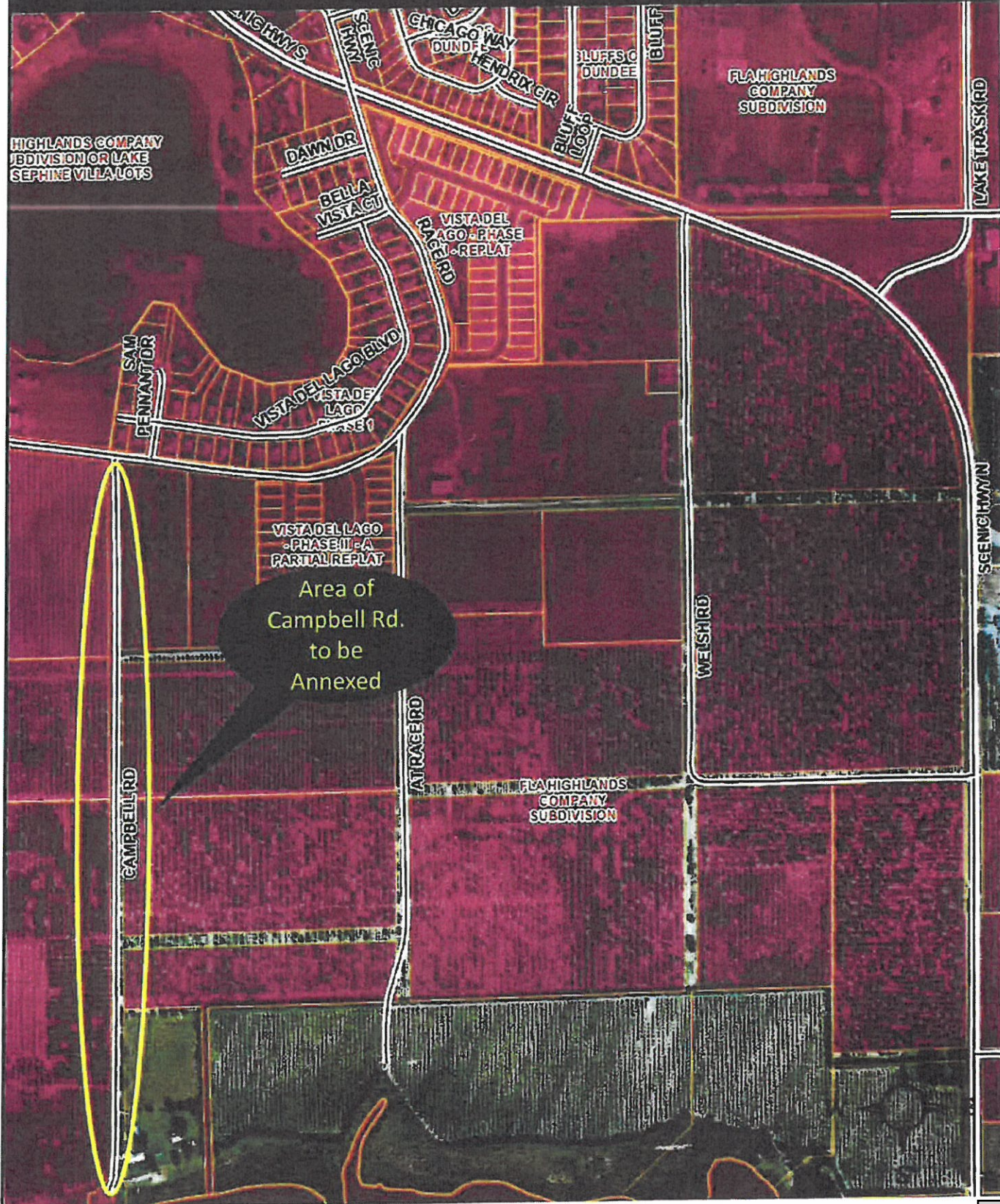


EXHIBIT A

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.

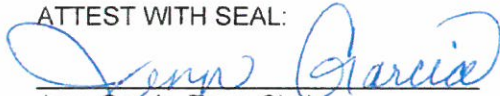
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

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

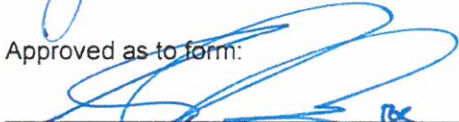
TOWN OF DUNDEE


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

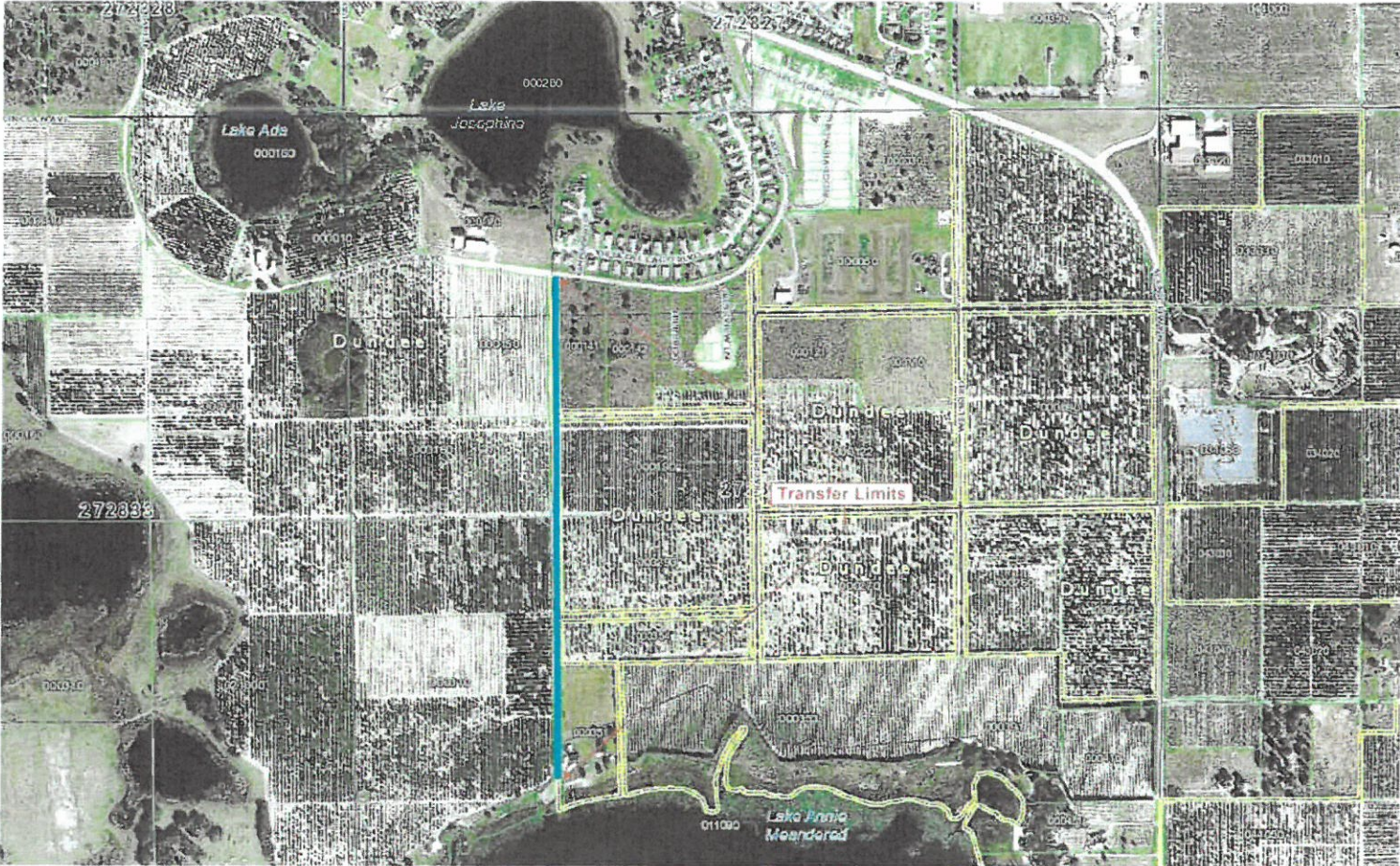
POLK COUNTY
Board of County Commissioners
Dr. Martha Santiago
Dr. Martha Santiago, Chair

By: Alison Helland
Deputy Clerk

This 15th day of February 2022
PSI

Reviewed as to form and legality
Alison 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)

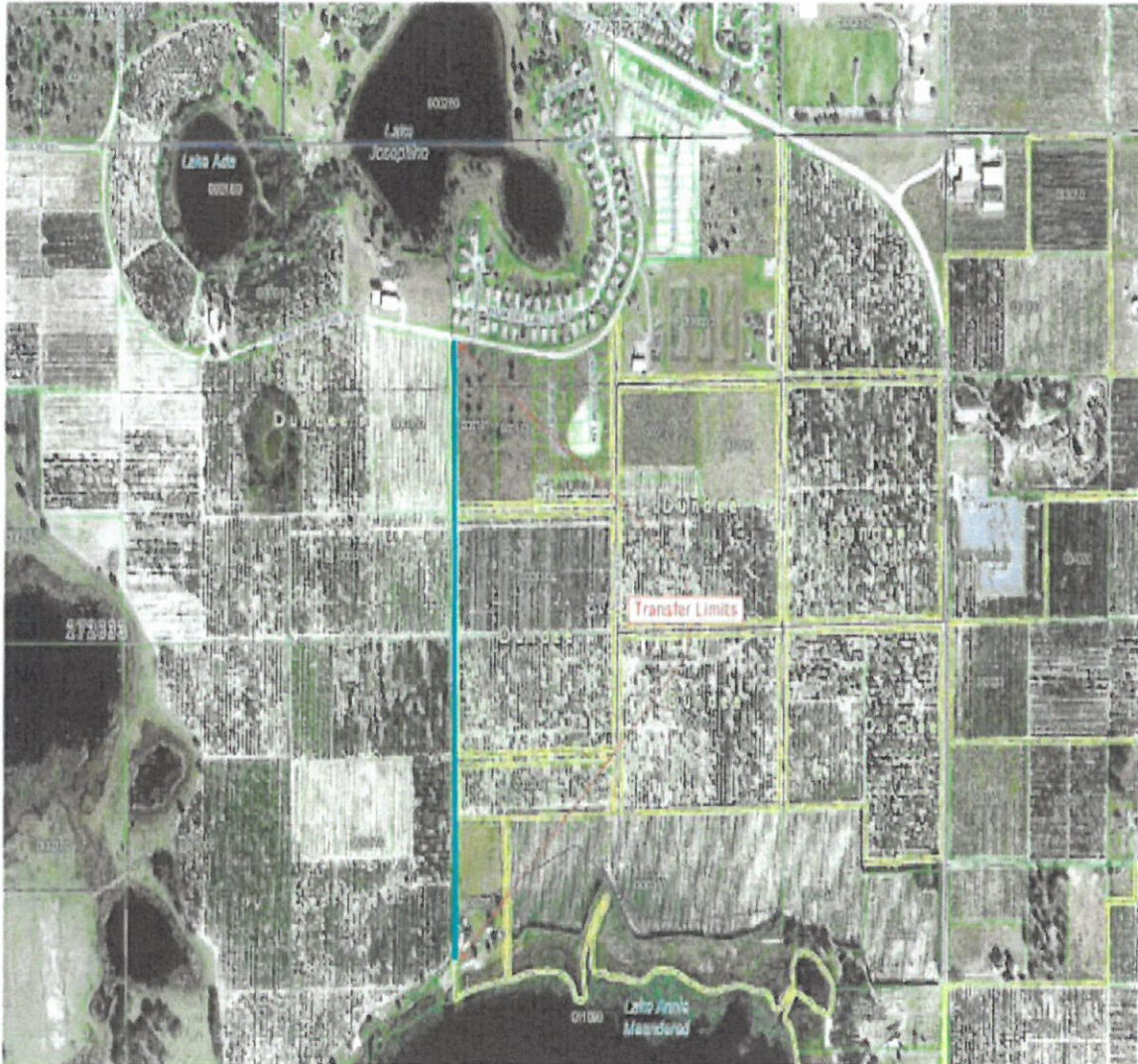


P.54

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

December 12, 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 second (adoption) reading 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

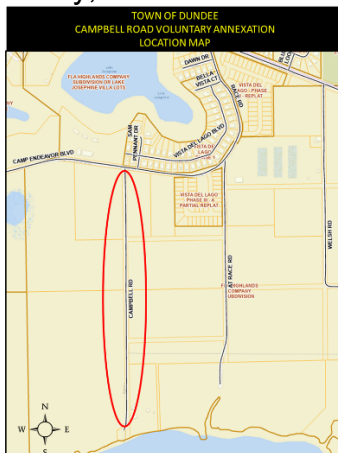
AGENDA DATE: December 12, 2023

REQUESTED ACTION: Ordinance 23-14
 The Town Commission will consider the second (adoption) 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. The first reading was held on November 14, 2023 and was unanimously approved to move on to second reading.

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 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 6.



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

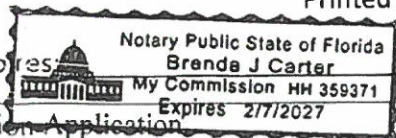
OWNER'S NOTARIZATION

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

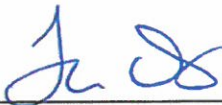
124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

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)

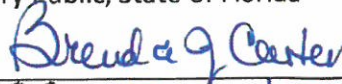
	_____
Signature of Agent, Lessee, or Buyer(s)	Signature of Agent, Lessee, or Buyer(s)
<u>Tandra Davis</u>	_____
Printed Name of Agent, Lessee, or Buyer(s)	Printed Name of Agent, Lessee, or Buyer(s)
_____	_____
Signature of Agent, Lessee, or Buyer(s)	Signature of Agent, Lessee, or Buyer(s)
_____	_____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

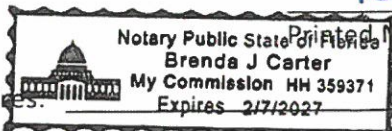
STATE OF FLORIDA
COUNTY OF POLK

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.

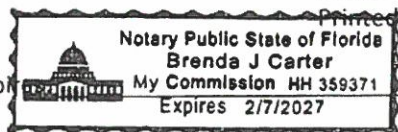
1. Signed this 28 day of Sept., 2023

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

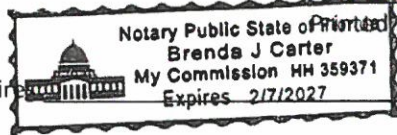
COUNTY OF POLK

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

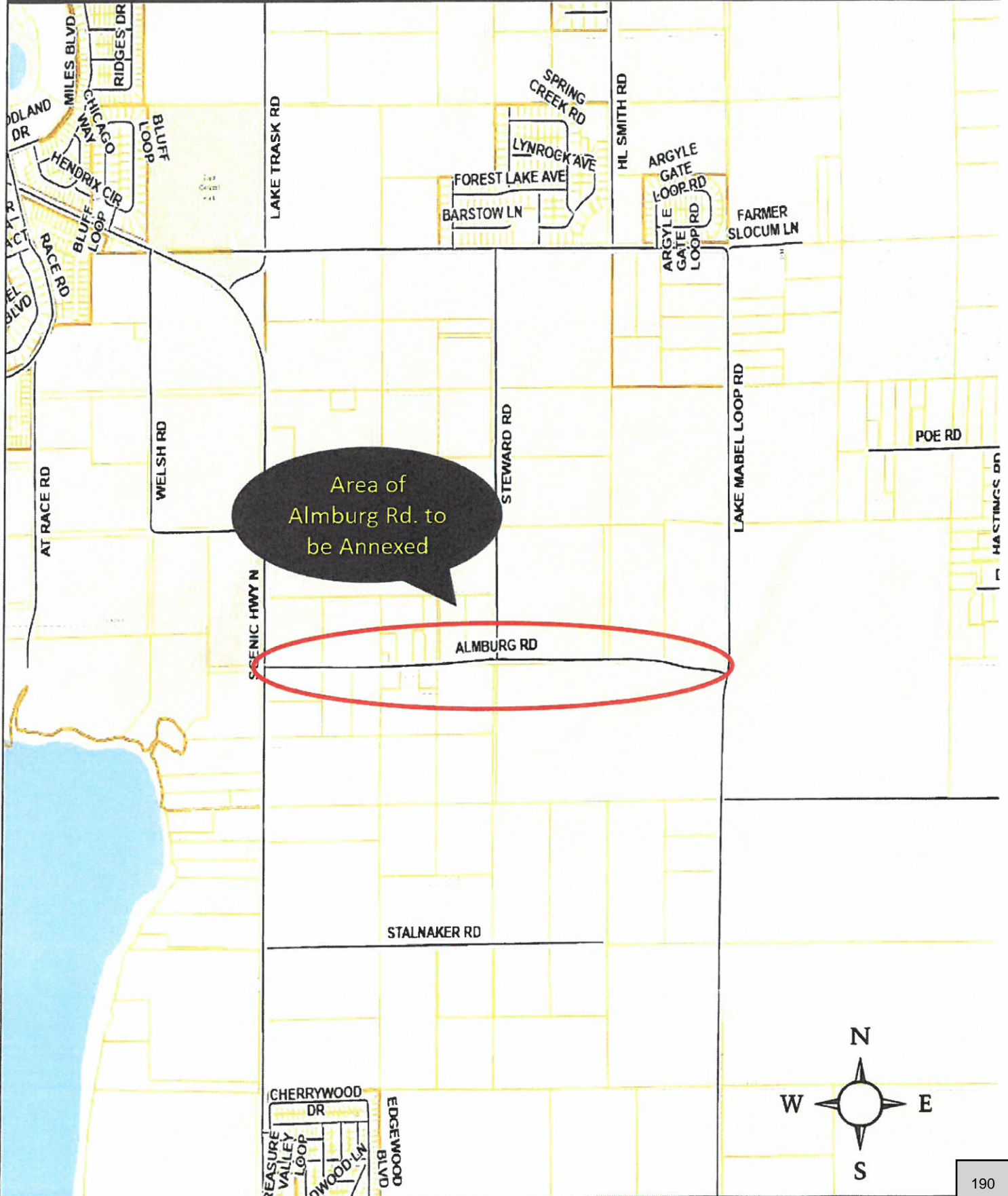
- Submit **four (4)** paper copies of application and application materials (including application and checklist) plus **one (1)** electronic copy of all documents.

- 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

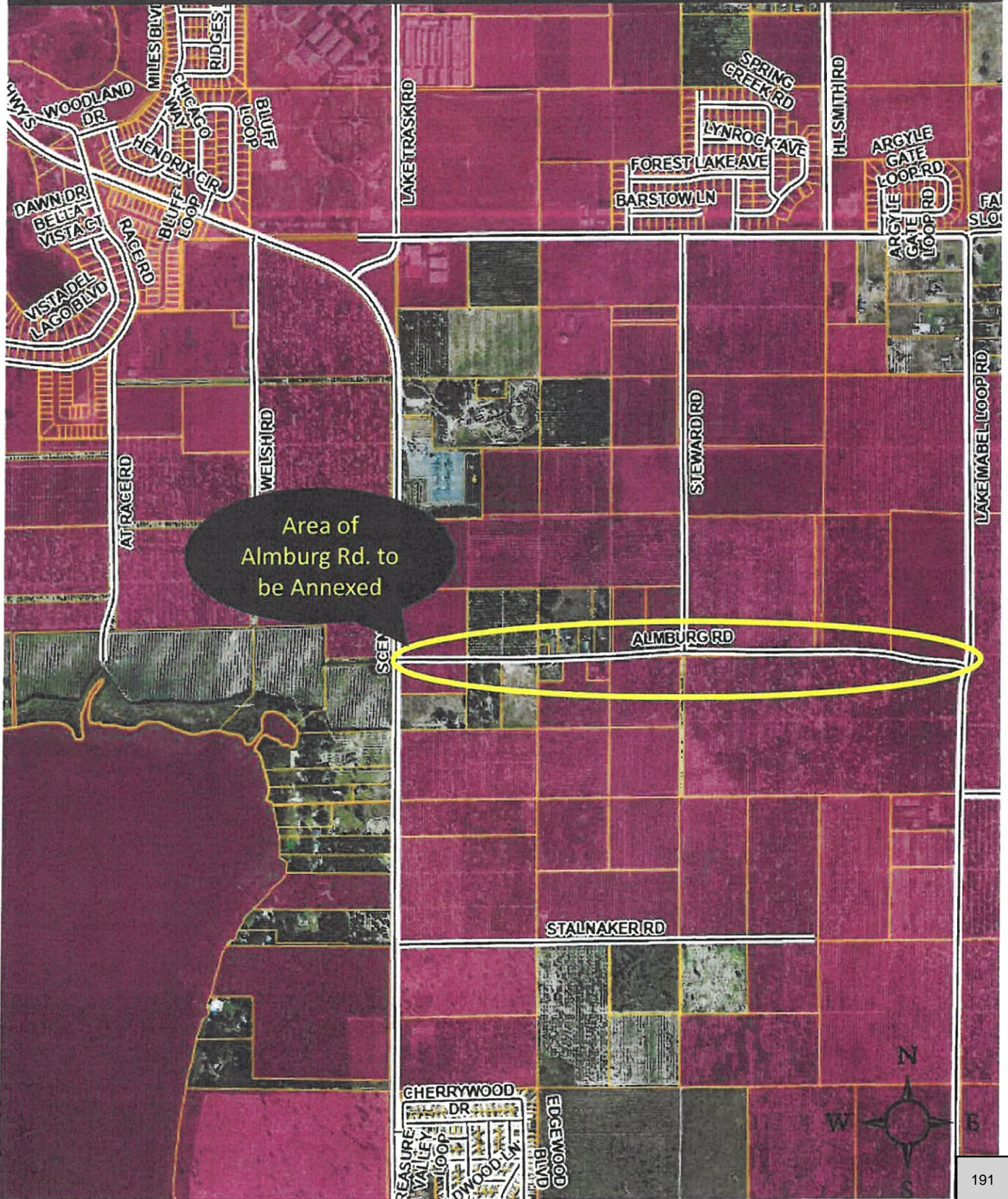


EXHIBIT A

Lumburg Rd.

Item 6.



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

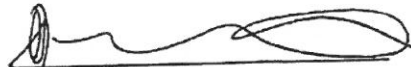
CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE DISTRICT COURT

____, 2023, in Official Records Book 12795, 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.

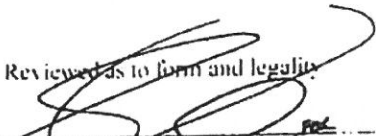
ATTEST:

TOWN OF DUNDEE

By: 
Trevor Douthat, Town Clerk

By: 
Sam Pennant, Mayor

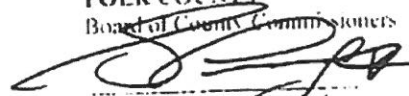
This 25th day of JULY, 2023

Reviewed as to form and legality

Frederick J. Murphy, Jr., Town Attorney

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

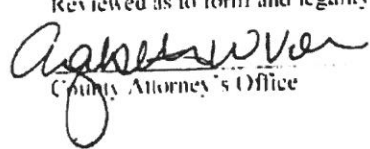
By: 
Alison Holland
Deputy Clerk


George Lindsey III, Chairman

This 8th day of August, 2023



R. 41

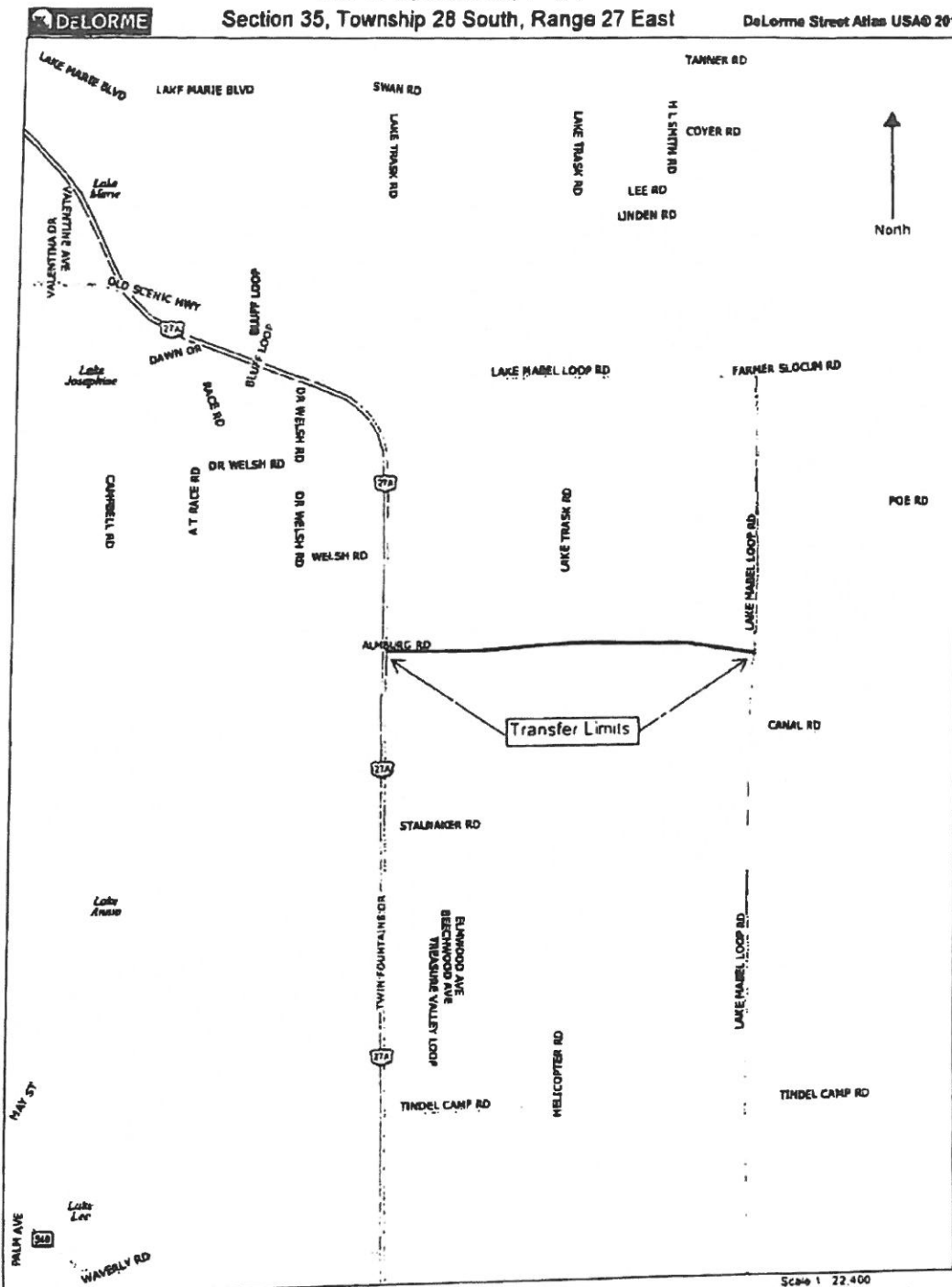
Reviewed as to form and legality

County Attorney's Office

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

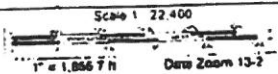
ATTACHMENT "A"

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



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)

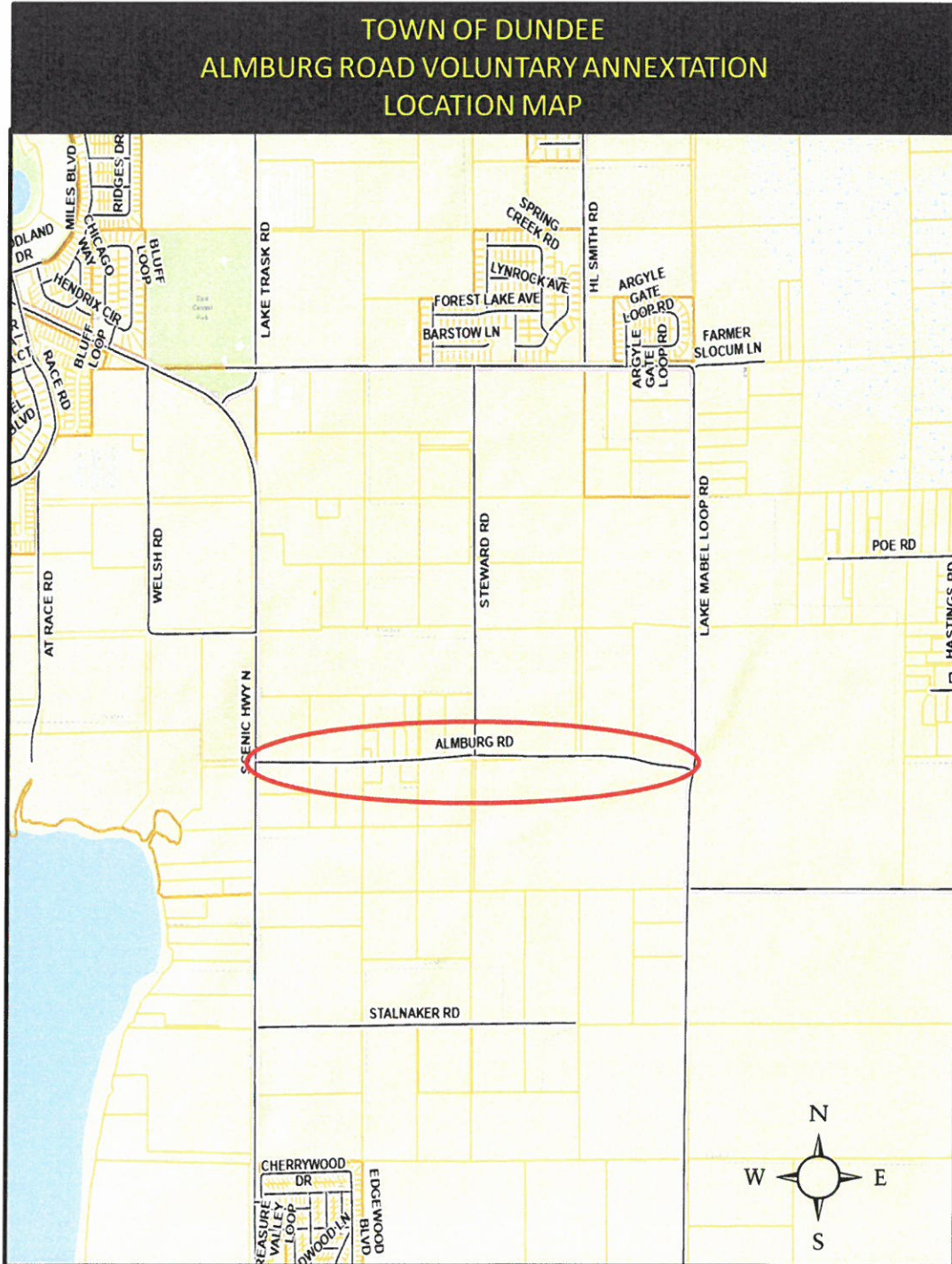


I hereby certify that the foregoing is a true copy of the record in my office this day, Sep 15, 2023. Redacted ___ Unredacted/law ___
Stacy M. Butterfield, Clerk of Court Polk County, Florida
By: Alison Holland Deputy Clerk

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



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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 6.



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.

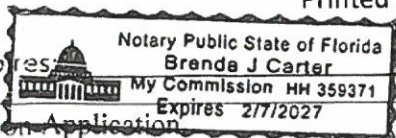
Notary Public, State of Florida

Brenda J Carter

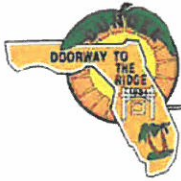
Printed Name

Brenda J Carter

My commission expires



Voluntary Annexation Application



Town of Dundee

Voluntary Annexation Application

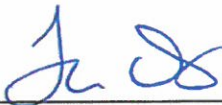
124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

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)

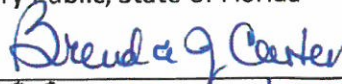
	_____
Signature of Agent, Lessee, or Buyer(s)	Signature of Agent, Lessee, or Buyer(s)
<u>Tandra Davis</u>	_____
Printed Name of Agent, Lessee, or Buyer(s)	Printed Name of Agent, Lessee, or Buyer(s)
_____	_____
Signature of Agent, Lessee, or Buyer(s)	Signature of Agent, Lessee, or Buyer(s)
_____	_____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

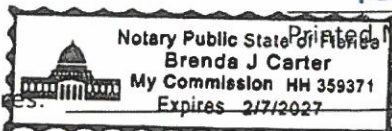
STATE OF FLORIDA
COUNTY OF POLK

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

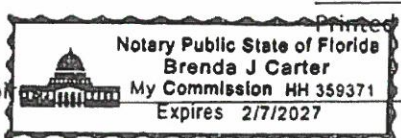
Signature of Property Owner, Lessee, Contract Purchase, or Applicant (circle one)

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.

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: _____

Application Request: _____

Property Description: _____

Name of Applicant/Property Owner/Agent: _____

Mailing Address: _____

Phone: _____ Email: _____

Florida Statutes Review Requirements

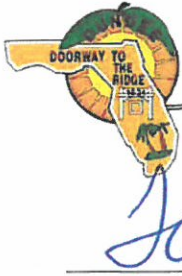
Pursuant to Section 166.033 of the Florida Statutes, the Town of Dundee (the "Town") must process applications for "development orders" and "development permits" (as defined by Section 166.033(4), Florida Statutes (2022)) pursuant to the statutory time frames set forth by applicable Florida law.

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

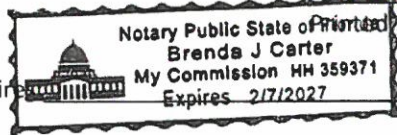
COUNTY OF POLK

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

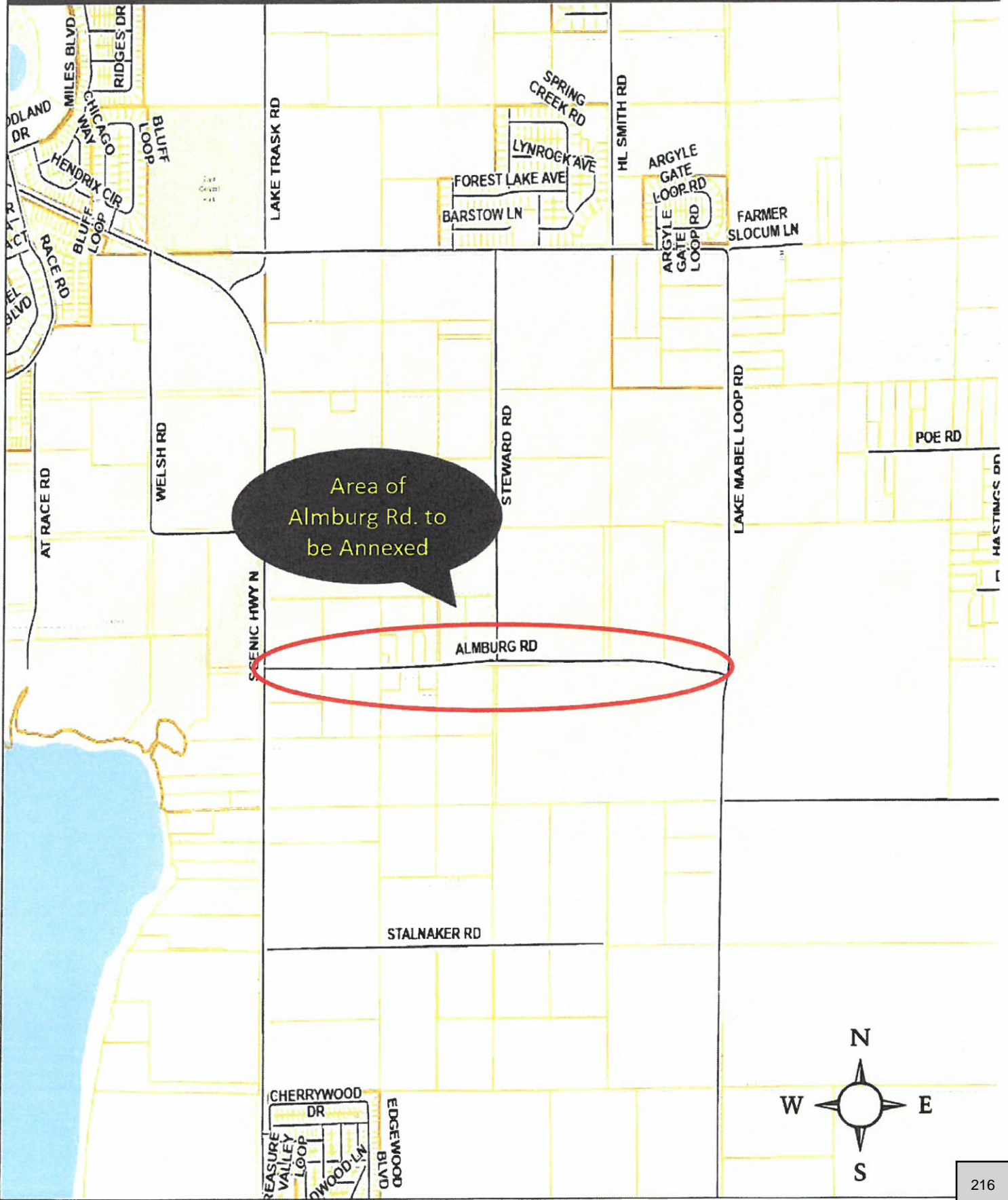
- Submit **four (4)** paper copies of application and application materials (including application and checklist) plus **one (1)** electronic copy of all documents.

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

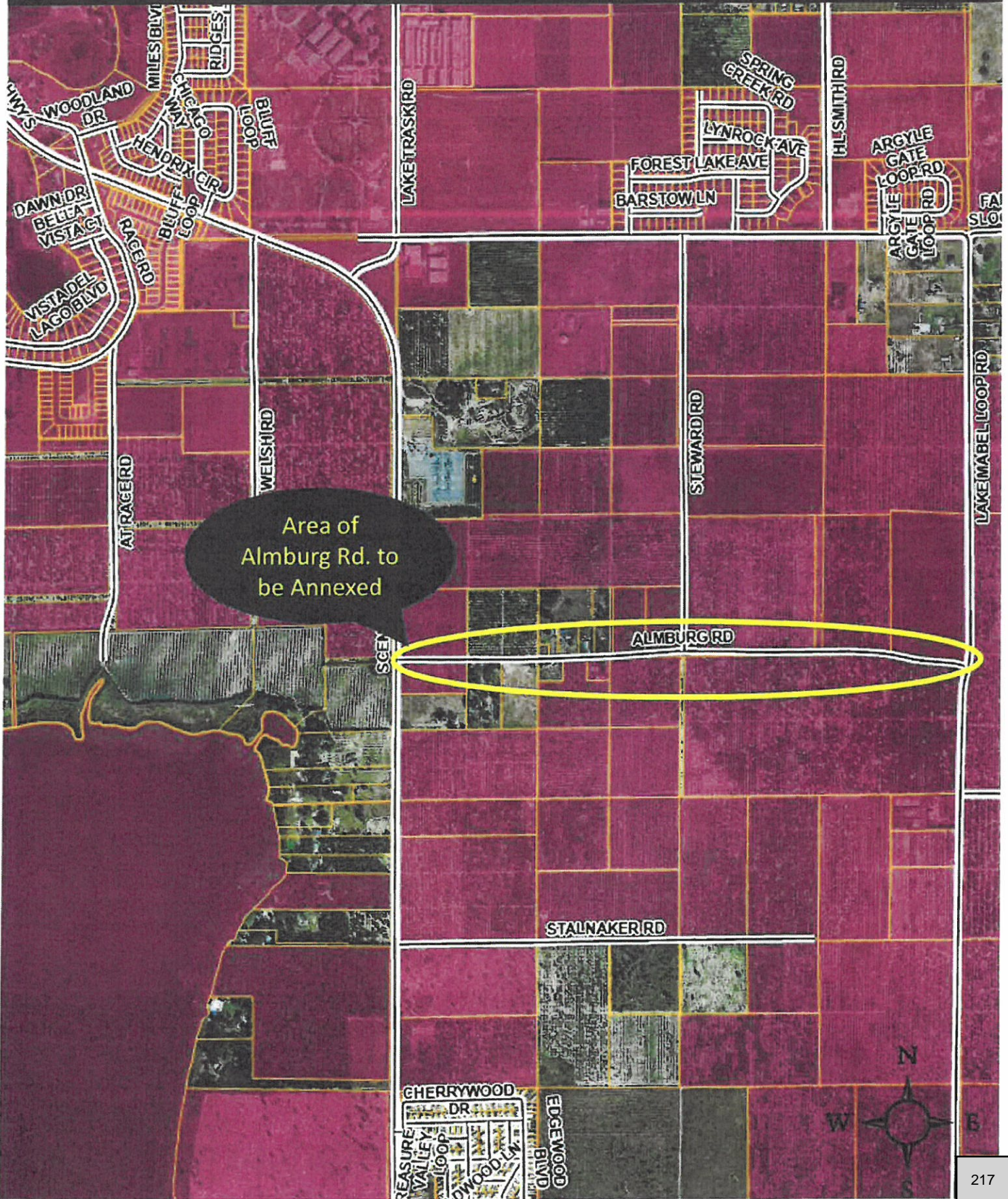
- A signed copy of this Voluntary Annexation Application Checklist.

- 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 6.



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 shakamp

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

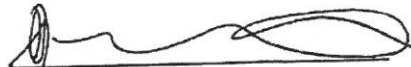
**CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE DISTRICT COURT**

____, 2023, in Official Records Book 12795, 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.

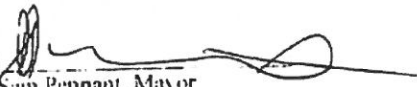
CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

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.

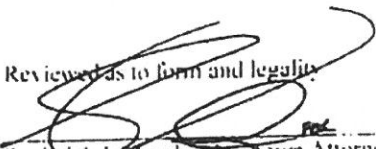
ATTEST:

TOWN OF DUNDEE

By: 
Trevor Douthat, Town Clerk

By: 
Sam Pennant, Mayor

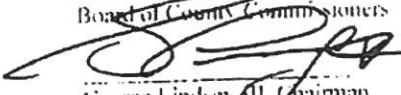
This 25th day of JULY, 2023

Reviewed as to form and legality

Frederick J. Murphy, Jr., Town Attorney

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

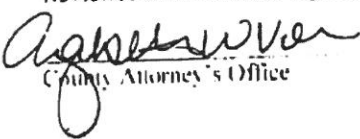
By: 
Alison Holland
Deputy Clerk


George Lindsey III, Chairman

This 8th day of August, 2023



R. 41

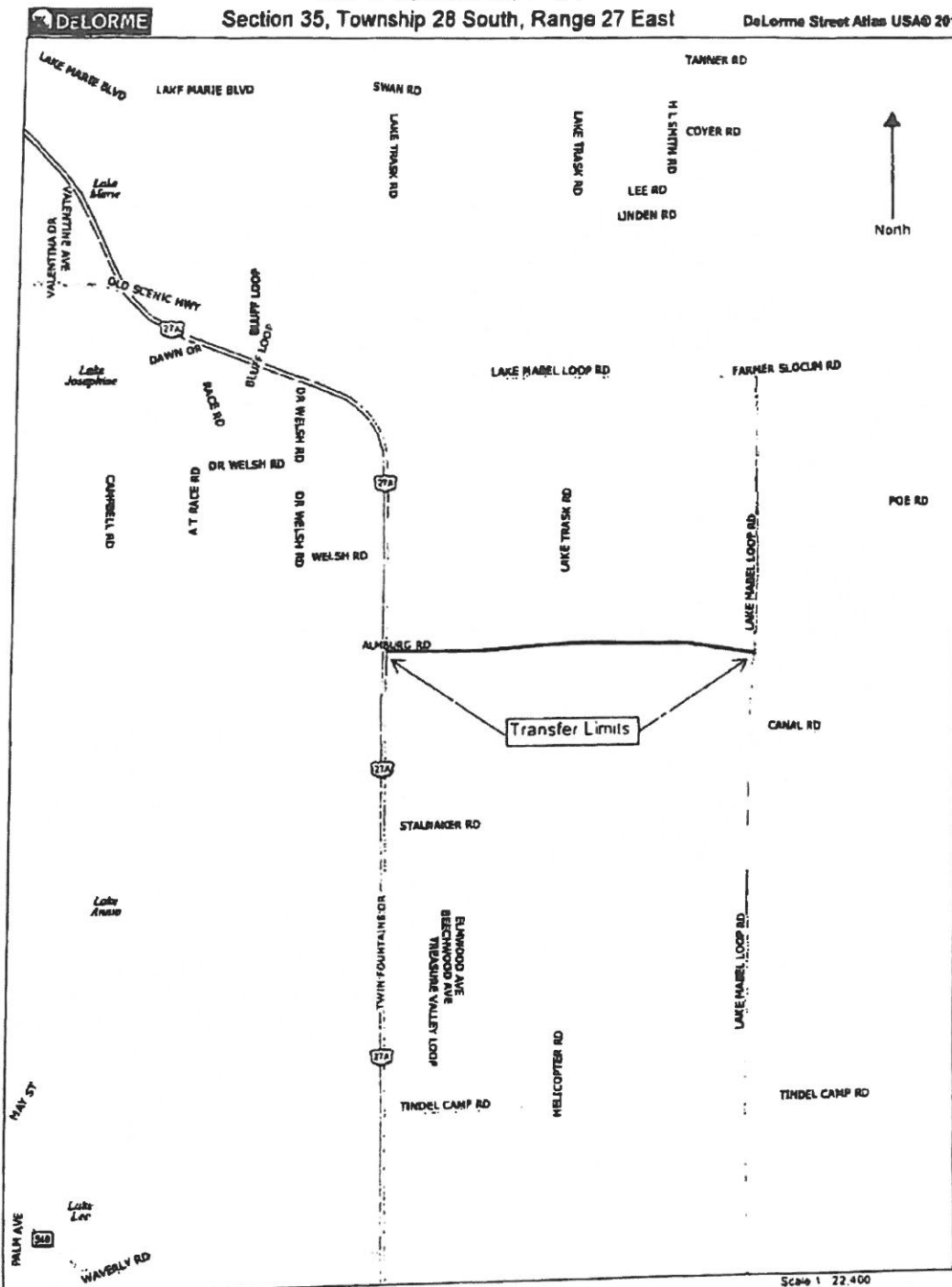
Reviewed as to form and legality

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" = 1,866 feet
 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)

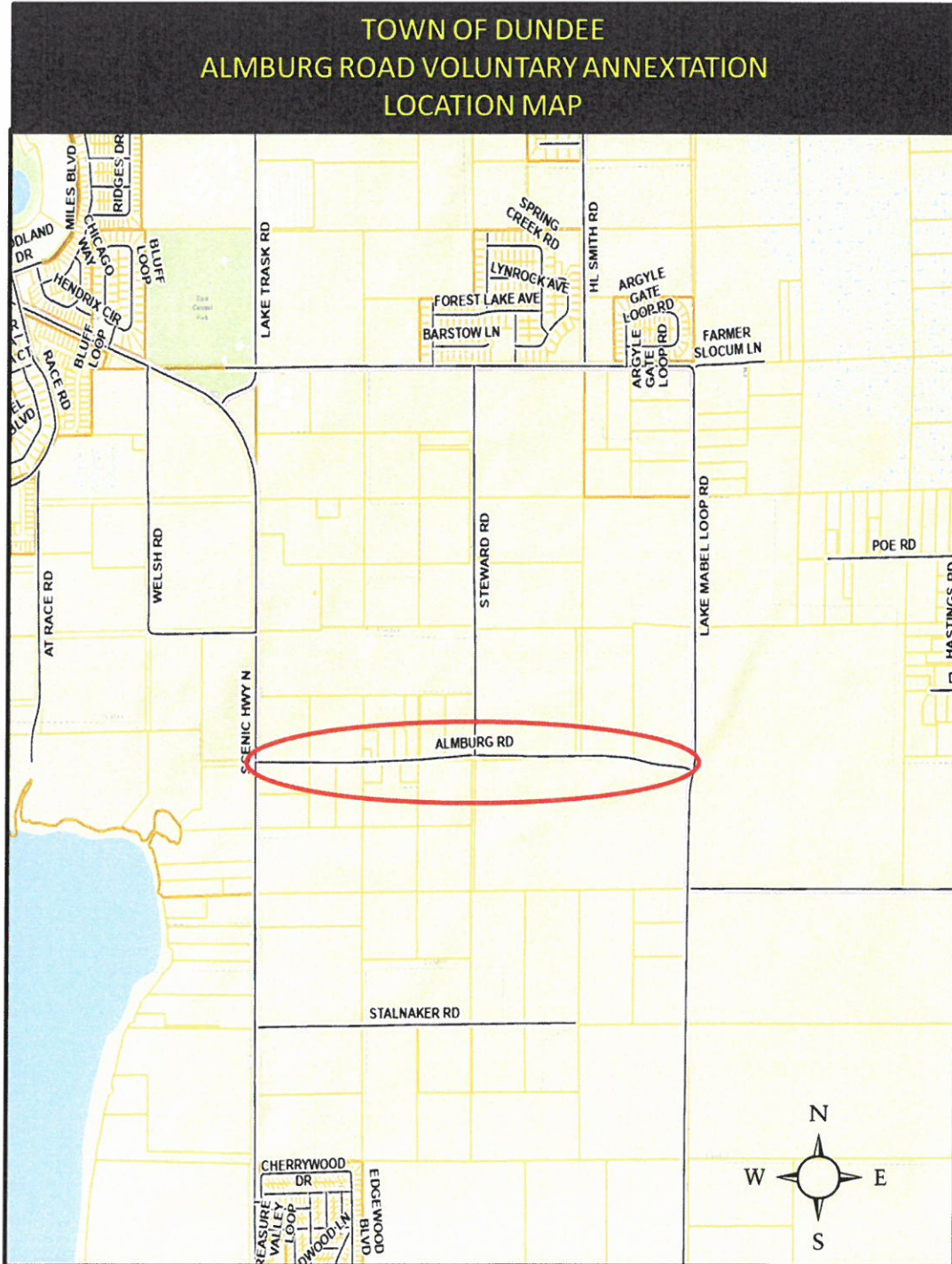


I hereby certify that the foregoing is a true copy of the record in my office this day, Sep 15, 2023. Redacted ___ Unredacted/law ___
Stacy M. Butterfield, Clerk of Court Polk County, Florida
By: Alison Holland Deputy Clerk

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

December 12, 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 second (adoption) reading 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: December 12, 2023

REQUESTED ACTION: Ordinance 23-15
The Town Commission will consider the second (adoption) 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. The first reading was held on November 14, 2023 and was unanimously approved to move on to second reading.

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

*
*
*
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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.)

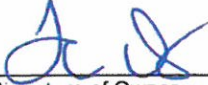
Date Received: _____ Received By: _____
Hearing Date: _____ File Number: _____

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

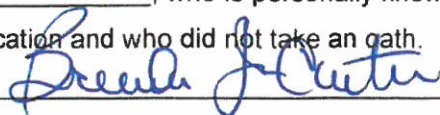
Signature of Owner
N/A

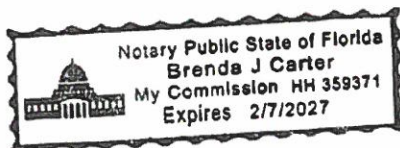
Printed Name of Owner

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)

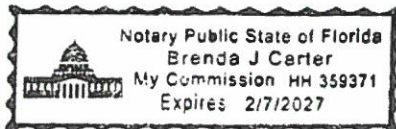
Signature of Agent, Lessee, or Buyer(s)

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)

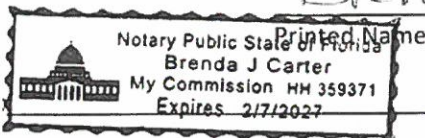
STATE OF FLORIDA

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.

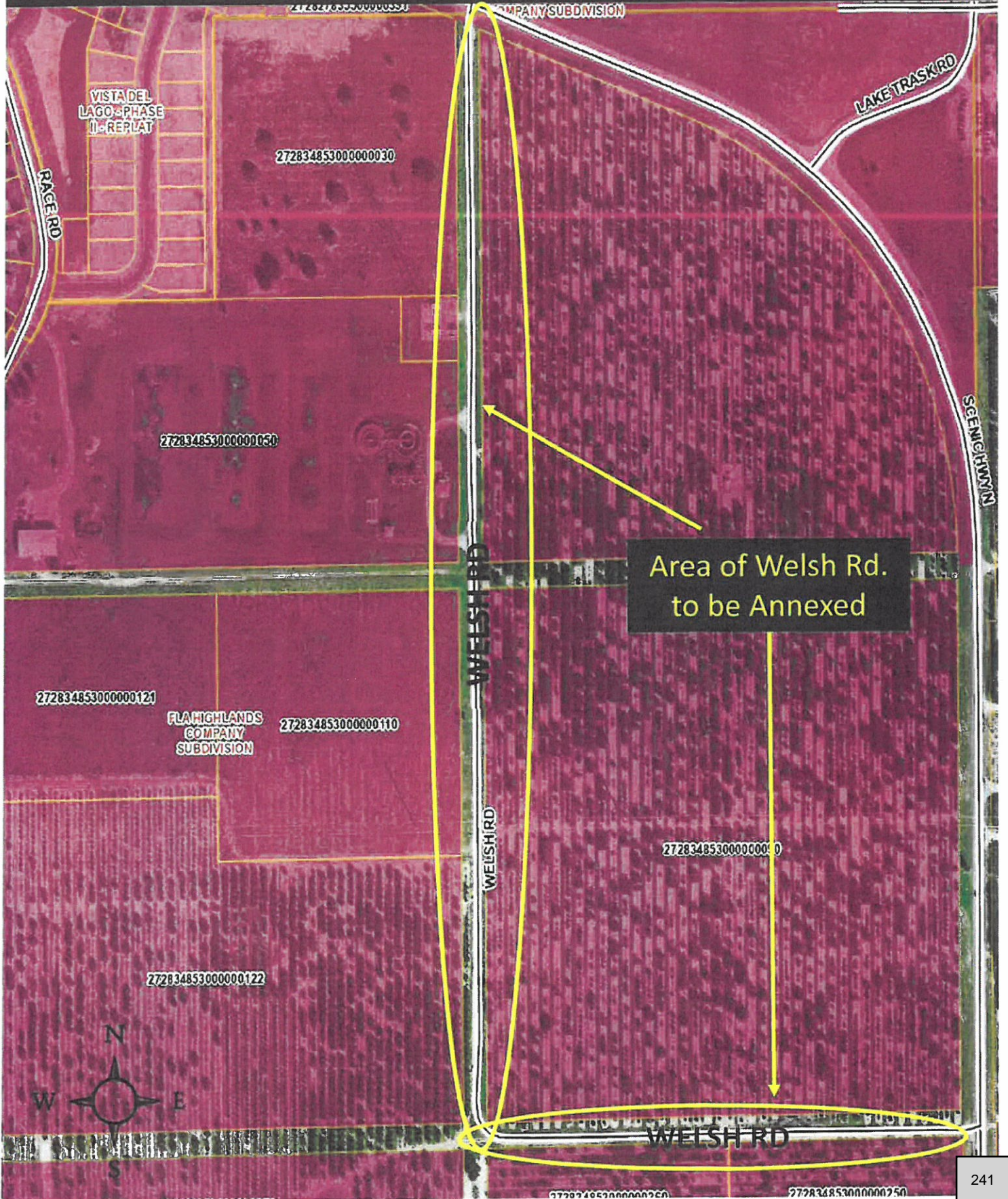
Brenda J Carter
Notary Public, State of Florida

Brenda J Carter



My commission expires

TOWN OF DUNDEE WELSH ROAD VOLUNTARY ANNEXATION AERIAL MAP



TOWN OF DUNDEE WLSH ROAD VOLUNTARY ANNEXATION LOCATION MAP

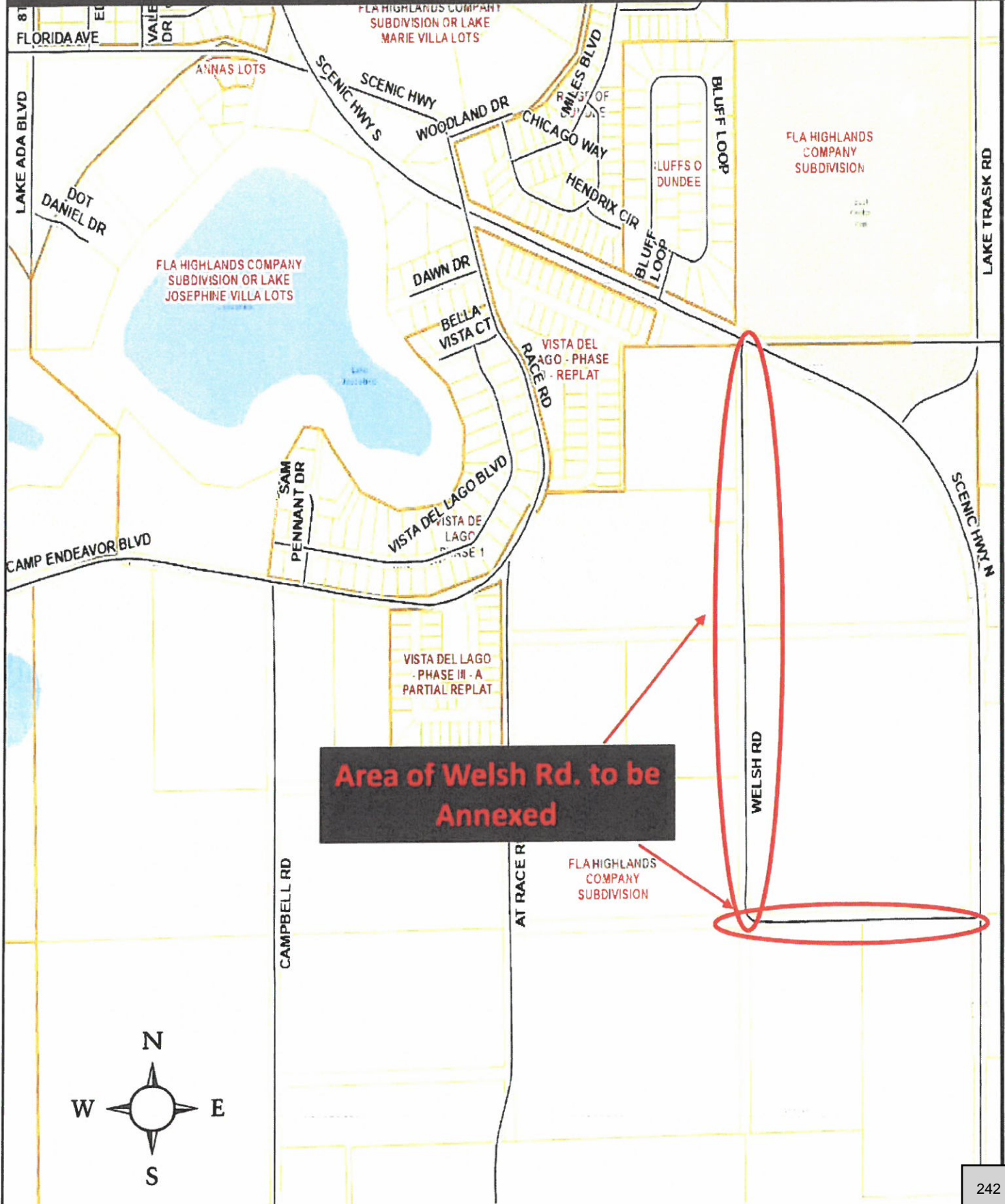


EXHIBIT A

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

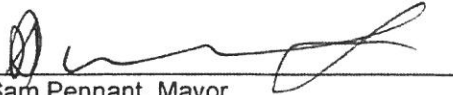
12123, Page 663; Official Records Book 12123, Page 669; and Official Records Book 12123, Page 675 of the public records of Polk County, Florida, a copy of which is attached hereto as Composite Exhibit "A" and incorporated herein by reference.

2. This Resolution shall take effect immediately upon passage.

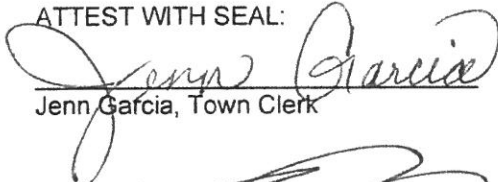
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

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

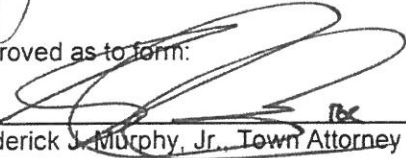
TOWN OF DUNDEE


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
shakcanp

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

Martha Santiago
Dr. Martha Santiago, Chair

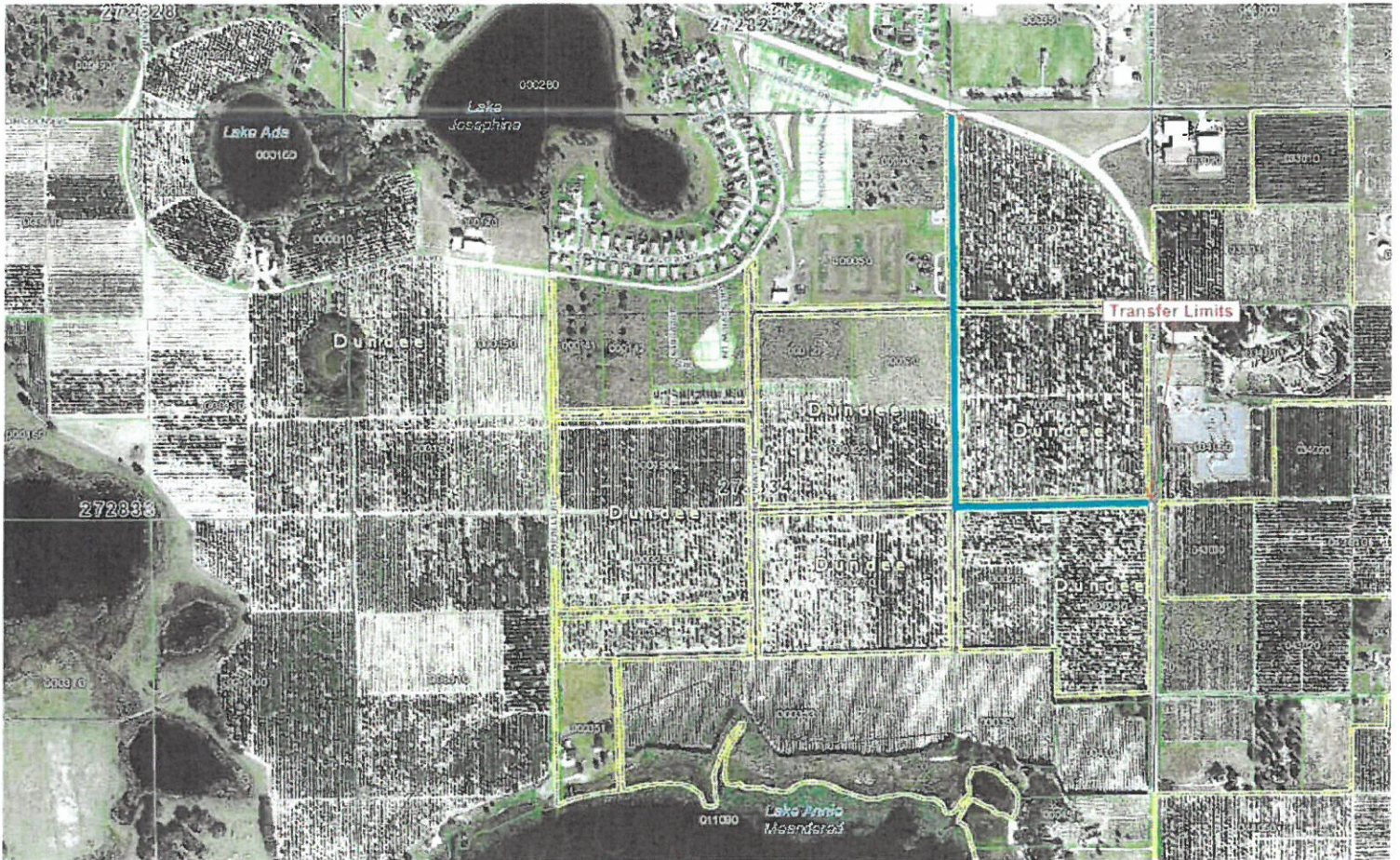
This 15th day of February, 2022

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:

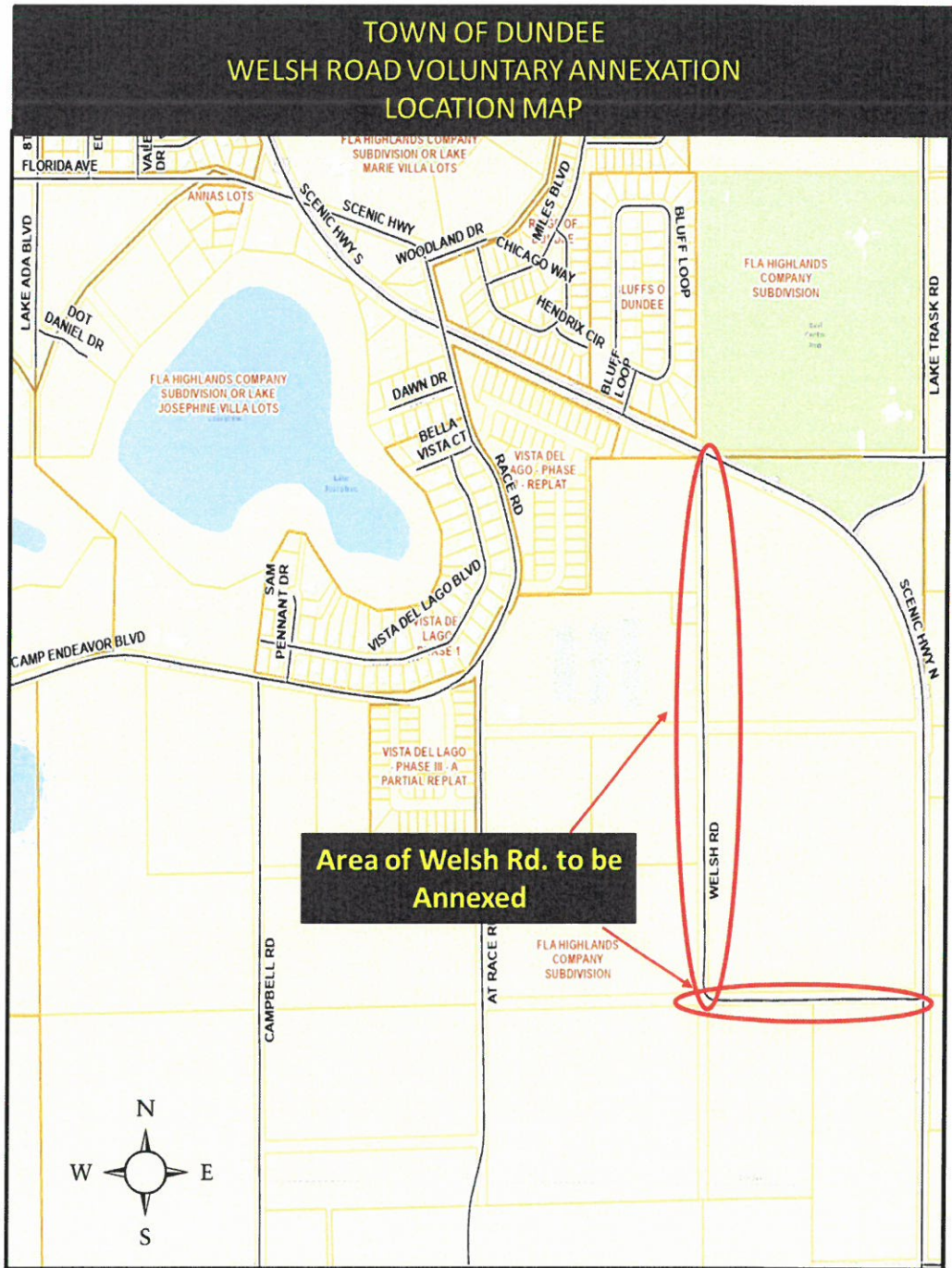
All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 2, 7, 10, 23, east of Lots 3, 6, 11, 22, north of Lots 25, 26 and south of Lots 23 and 24 as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above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



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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.)

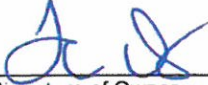
Date Received: _____ Received By: _____
Hearing Date: _____ File Number: _____

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

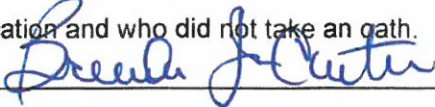
Signature of Owner
N/A

Printed Name of Owner

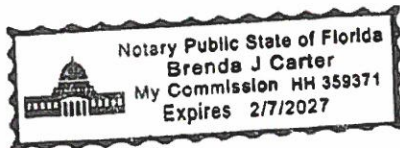
STATE OF FLORIDA
COUNTY OF POLK

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)

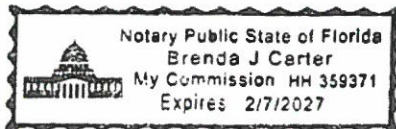
Signature of Agent, Lessee, or Buyer(s)

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)

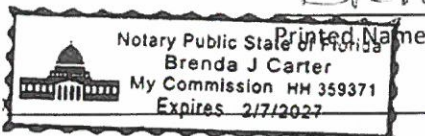
STATE OF FLORIDA

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.

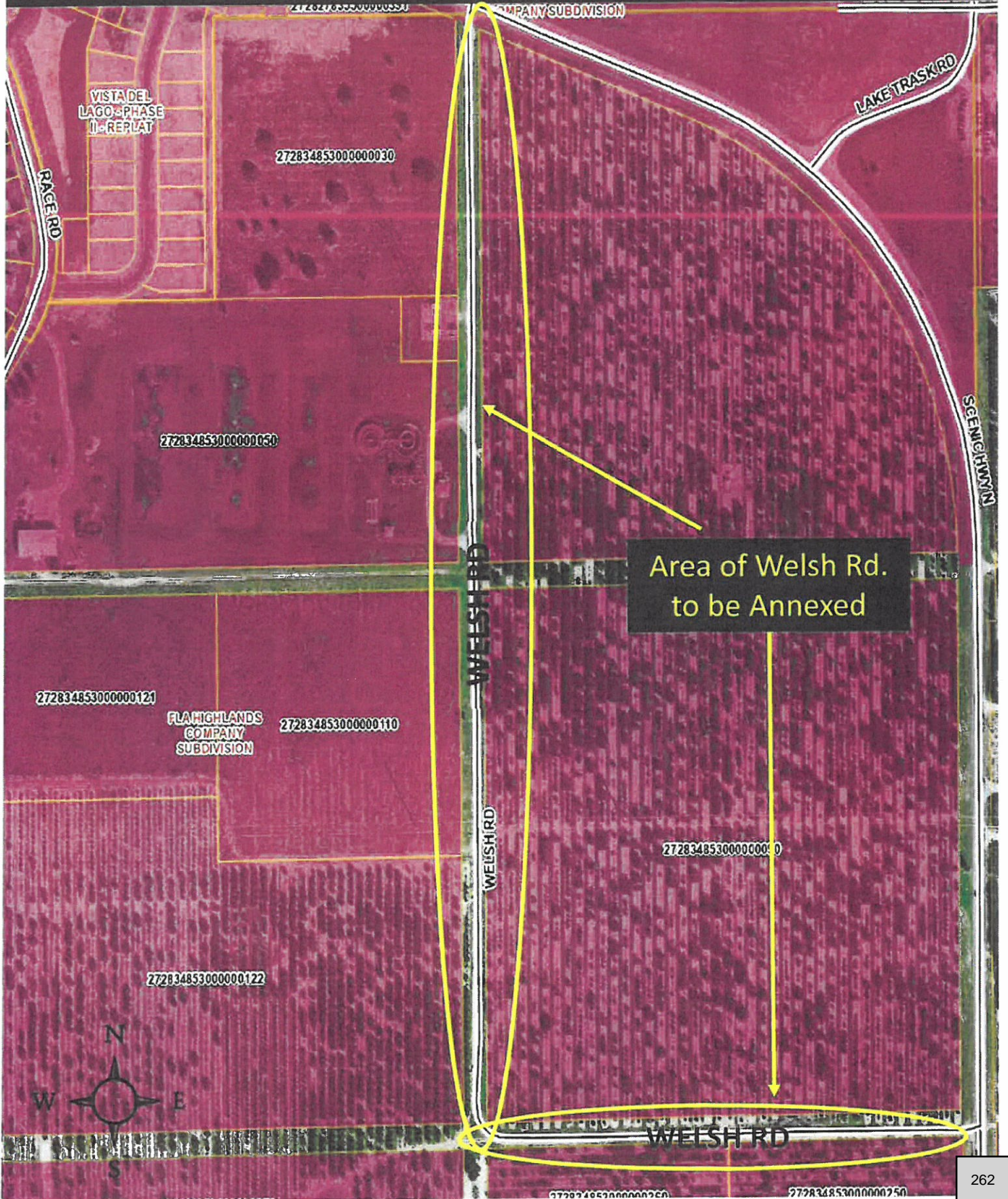
Brenda J Carter
Notary Public, State of Florida

Brenda J Carter



My commission expires

TOWN OF DUNDEE WELSH ROAD VOLUNTARY ANNEXATION AERIAL MAP



TOWN OF DUNDEE WLSH ROAD VOLUNTARY ANNEXATION LOCATION MAP

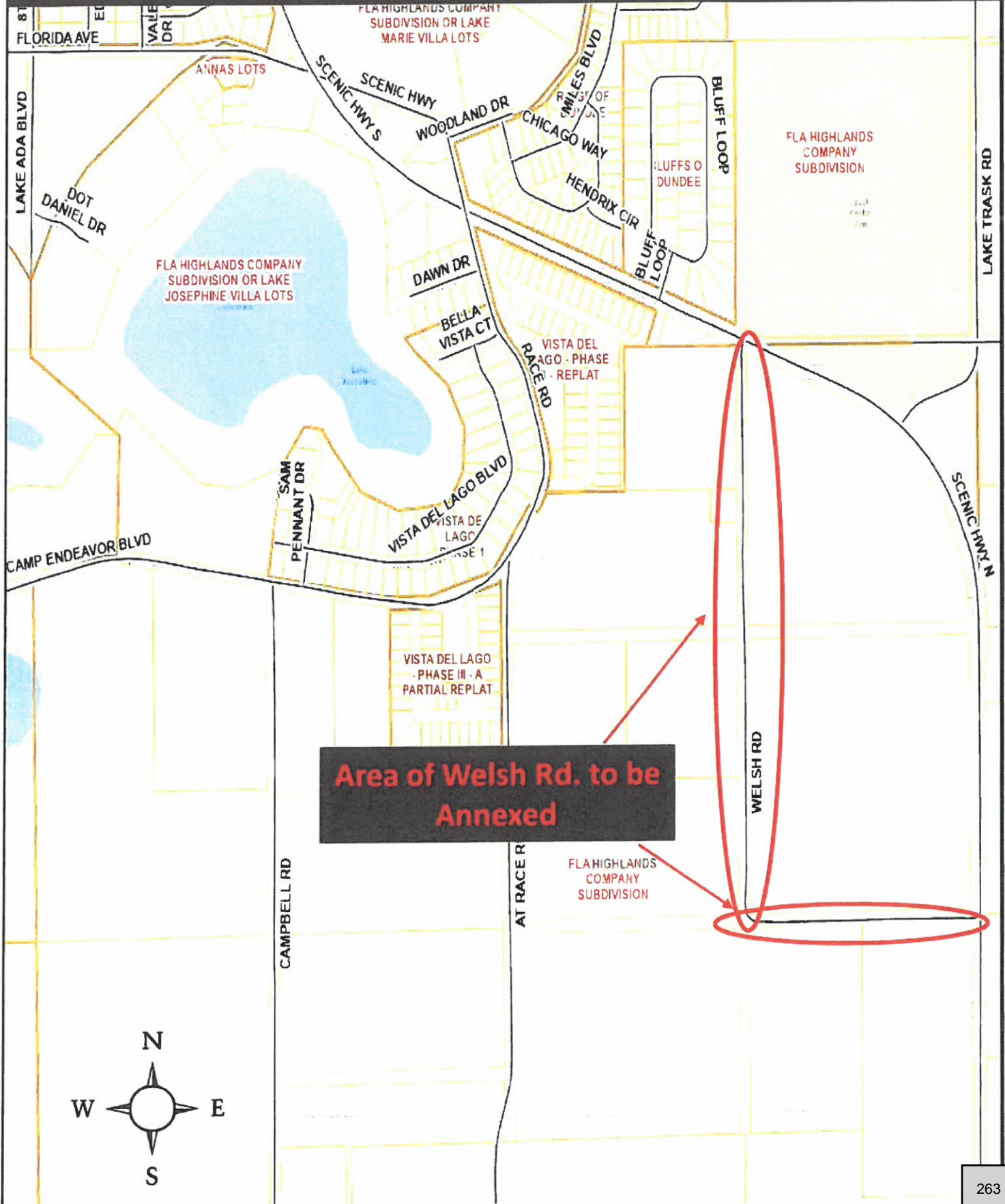


EXHIBIT A

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

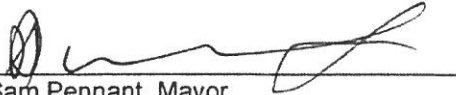
12123, Page 663; Official Records Book 12123, Page 669; and Official Records Book 12123, Page 675 of the public records of Polk County, Florida, a copy of which is attached hereto as Composite Exhibit "A" and incorporated herein by reference.

2. This Resolution shall take effect immediately upon passage.

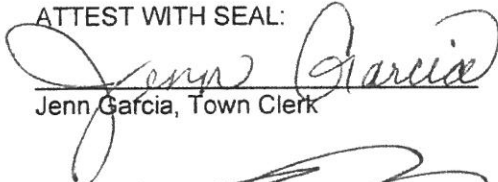
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

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

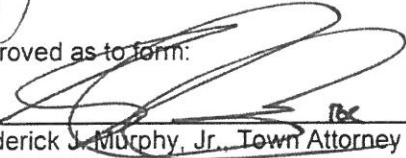
TOWN OF DUNDEE


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

Martha Santiago
Dr. Martha Santiago, Chair

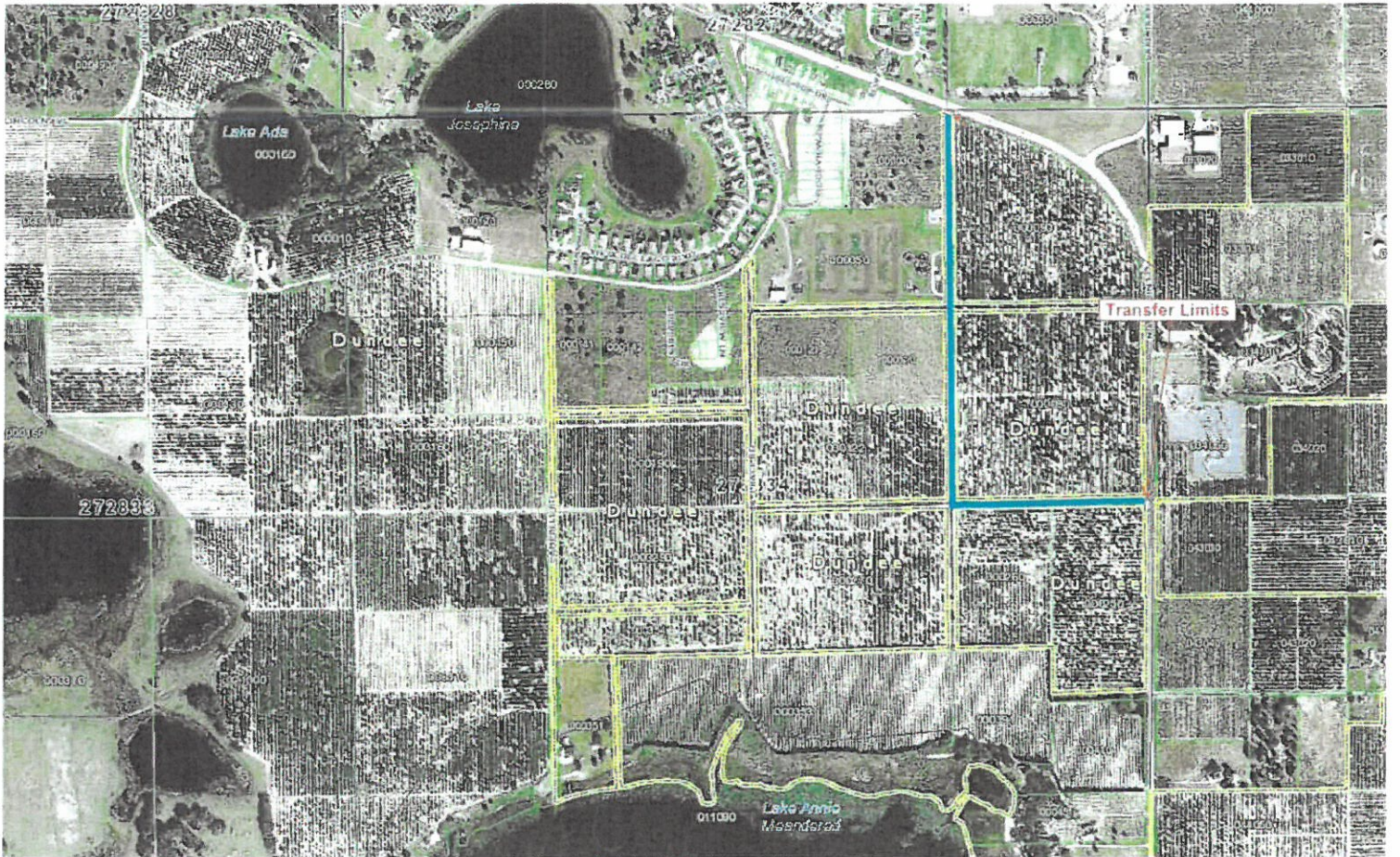
This 15th day of February, 2022

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

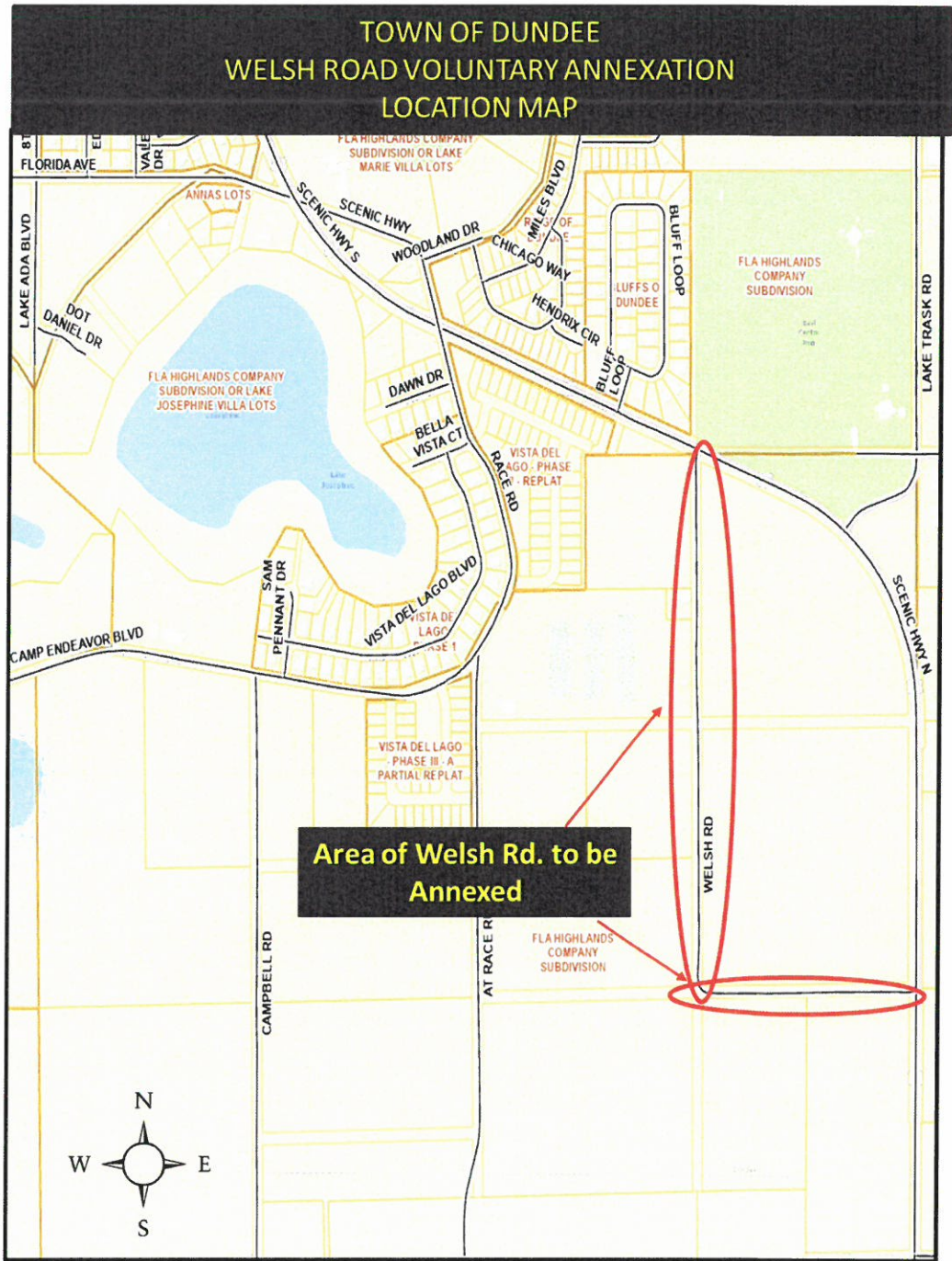
COMPOSITE EXHIBIT "B"
Ordinance No. 23-15
Legal Description

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

December 12, 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 second (adoption) reading 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: December 12, 2023

REQUESTED ACTION: Ordinance 23-16
 The Town Commission will consider the second (adoption) 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. The first reading was held on November 14, 2023 and was unanimously approved to move on to second reading.

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 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.)

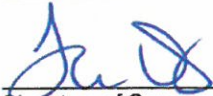
Date Received: _____ Received By: _____
Hearing Date: _____ File Number: _____

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

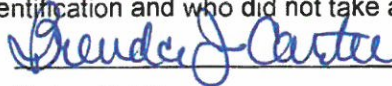
Signature of Owner
N/A

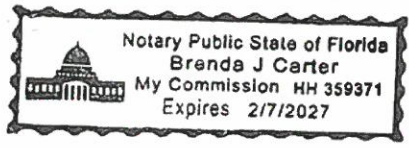
Printed Name of Owner

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)

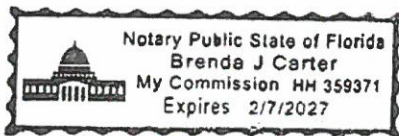
Signature of Agent, Lessee, or Buyer(s)

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)

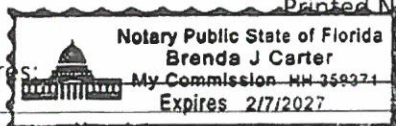
STATE OF FLORIDA
COUNTY OF POLK

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 [Signature]
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

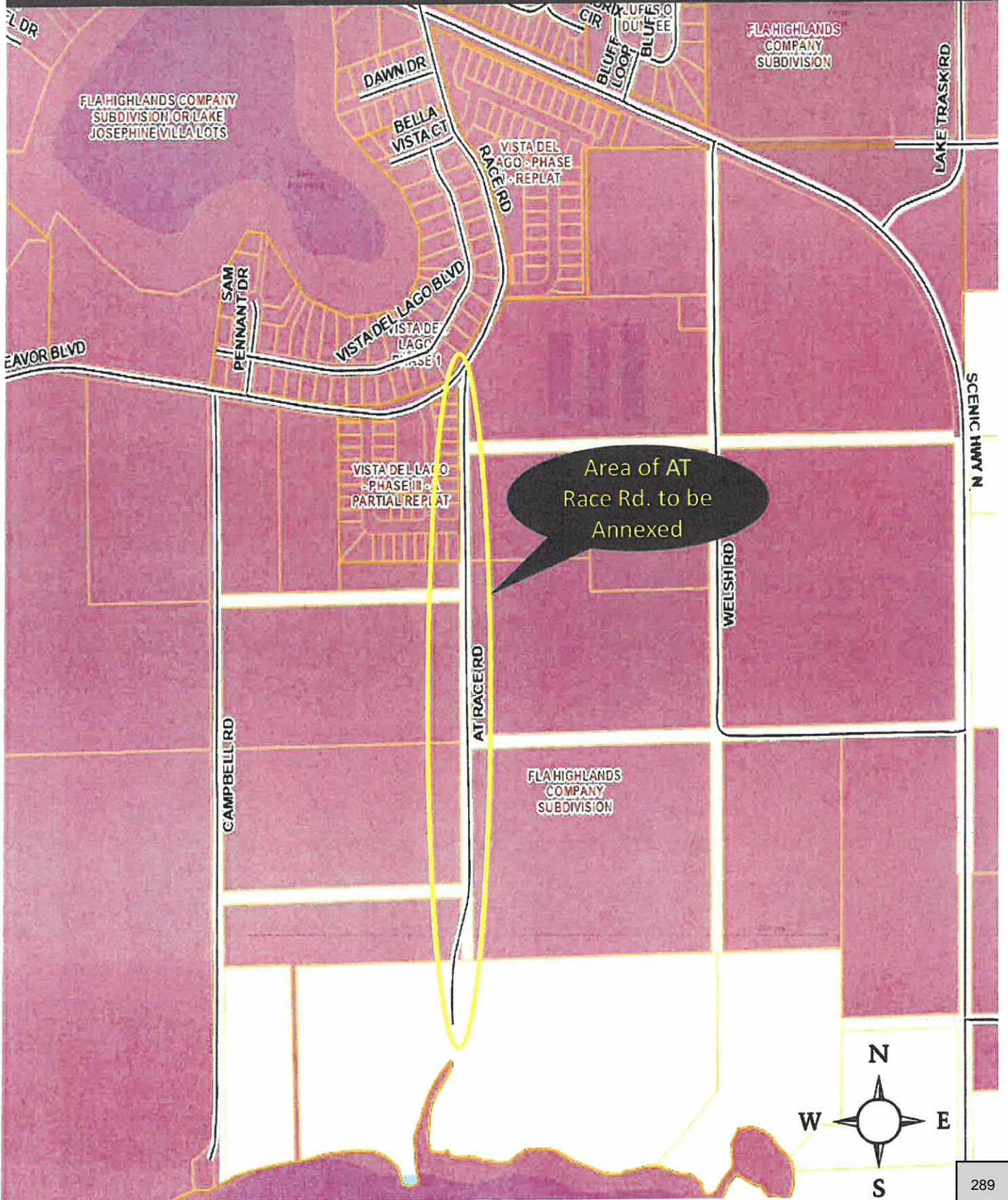


Voluntary Annexation Application Checklist

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



Area of AT Race Rd. to be Annexed

TOWN OF DUNDEE AT RACE ROAD VOLUNTARY ANNEXATION LOCATION MAP

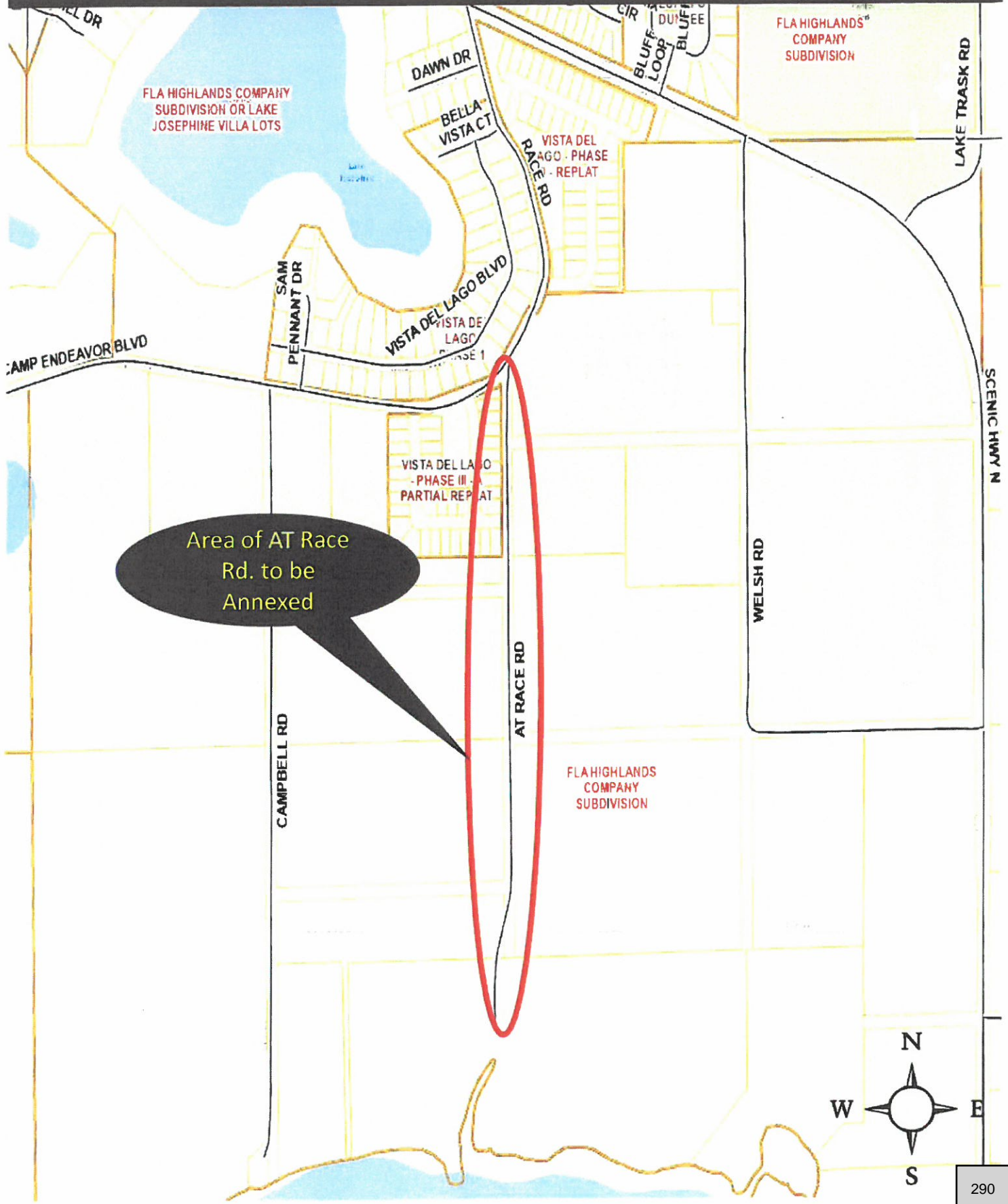


EXHIBIT A

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

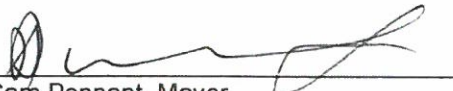
12123, Page 663; Official Records Book 12123, Page 669; and Official Records Book 12123, Page 675 of the public records of Polk County, Florida, a copy of which is attached hereto as Composite Exhibit "A" and incorporated herein by reference.

2. This Resolution shall take effect immediately upon passage.

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

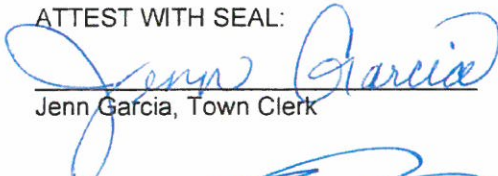
INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 26th day of April, 2022.

TOWN OF DUNDEE



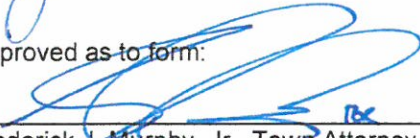
Sam Pennant, Mayor

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
Dr. Martha Santiago
Dr. Martha Santiago, Chair

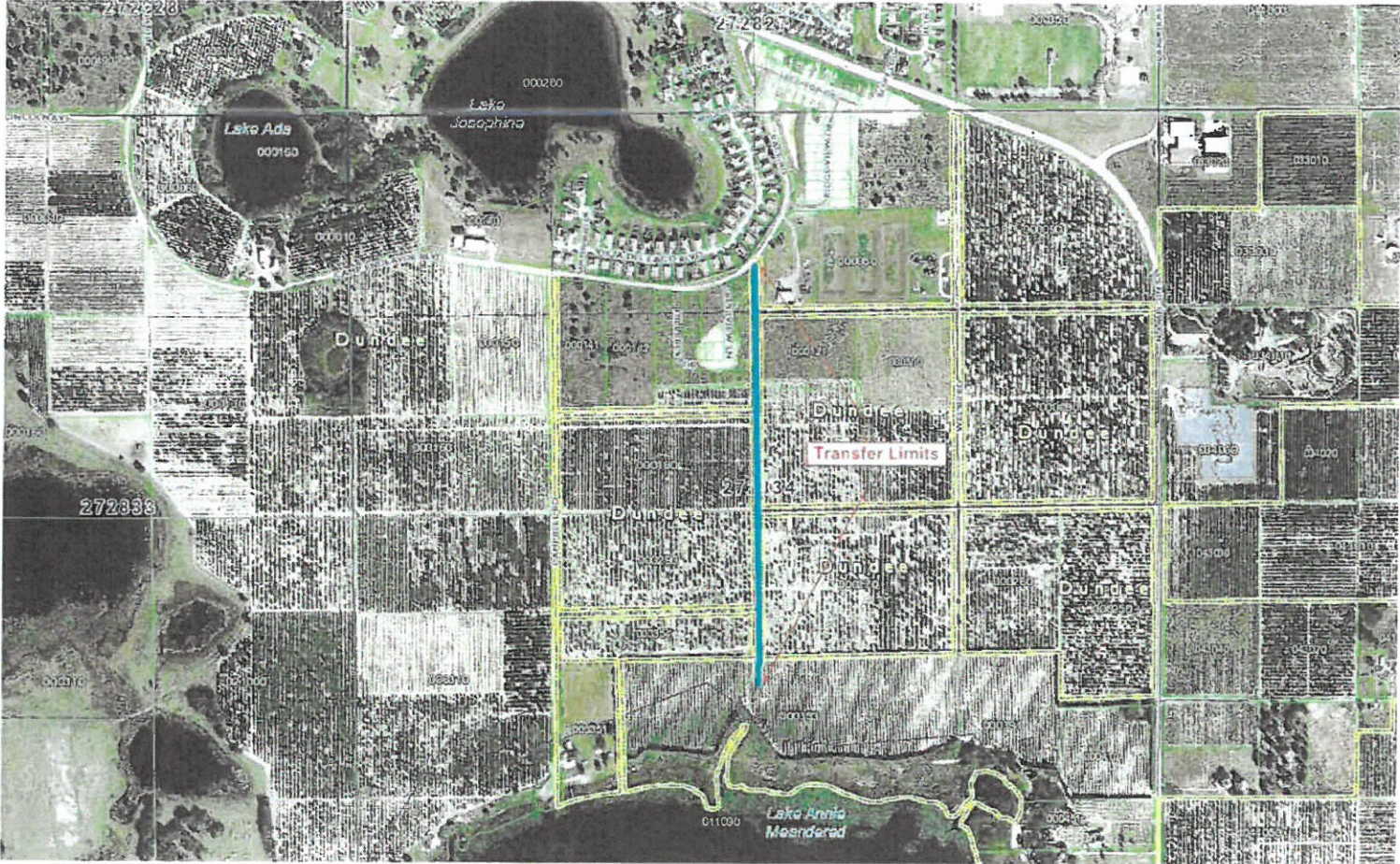
By: Allison Holland
Deputy Clerk

This 15th day of February, 2022

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



P.54



ATTACHMENT "A"

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



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)



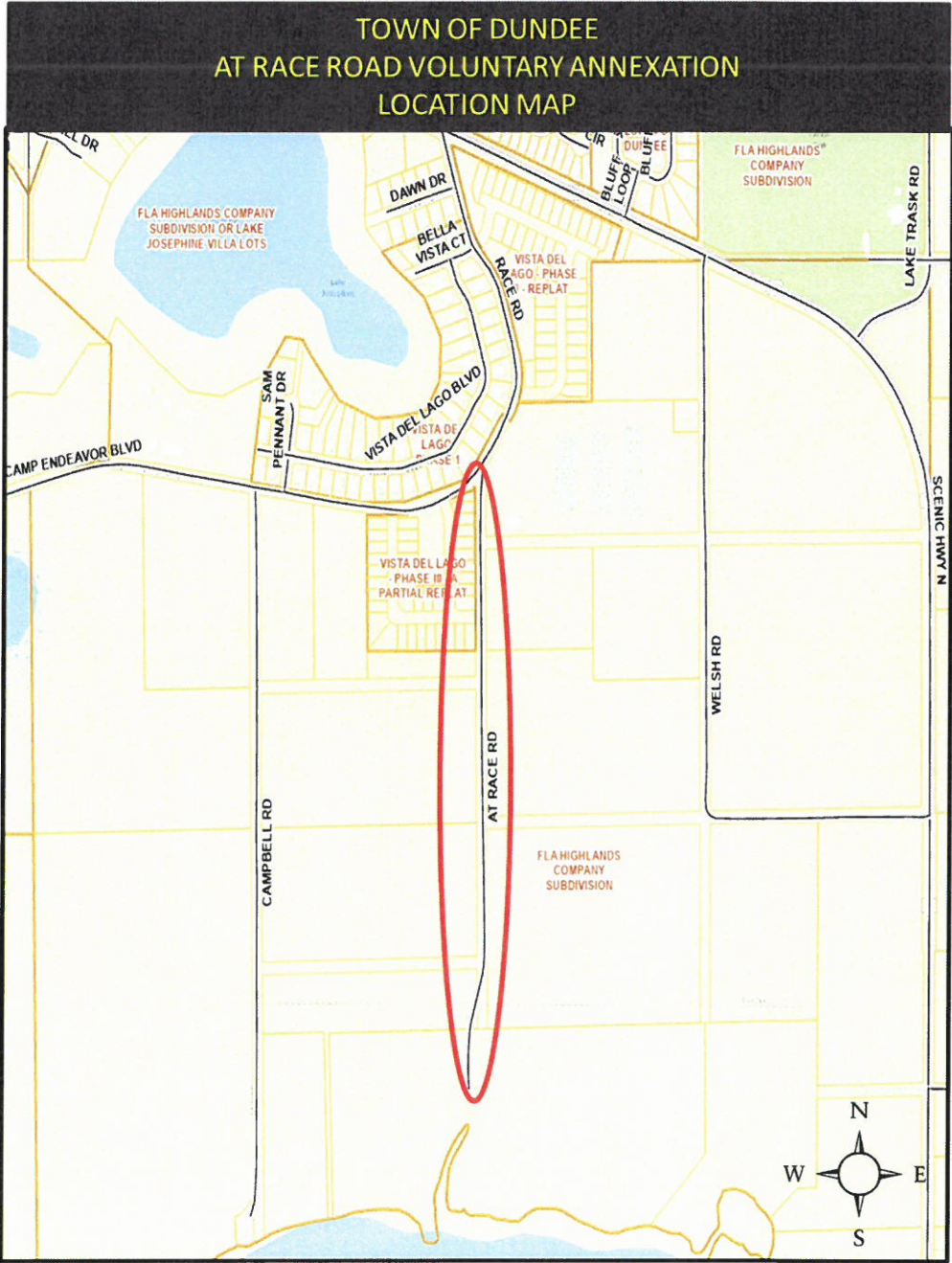
P.54

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



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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.)

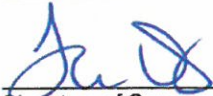
Date Received: _____ Received By: _____
Hearing Date: _____ File Number: _____

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

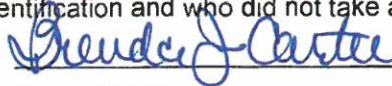
Signature of Owner
N/A

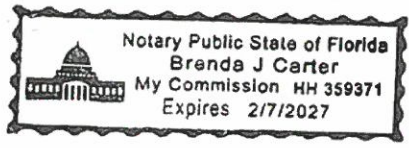
Printed Name of Owner

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)

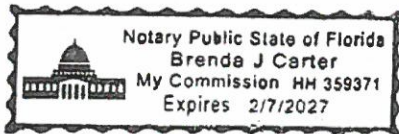
Signature of Agent, Lessee, or Buyer(s)

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)

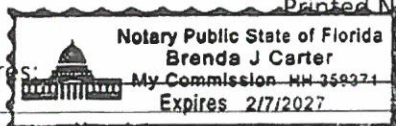
STATE OF FLORIDA
COUNTY OF POLK

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.

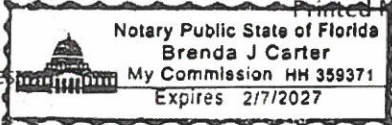
1. Signed this 4 day of October, 2023.

[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 _____




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

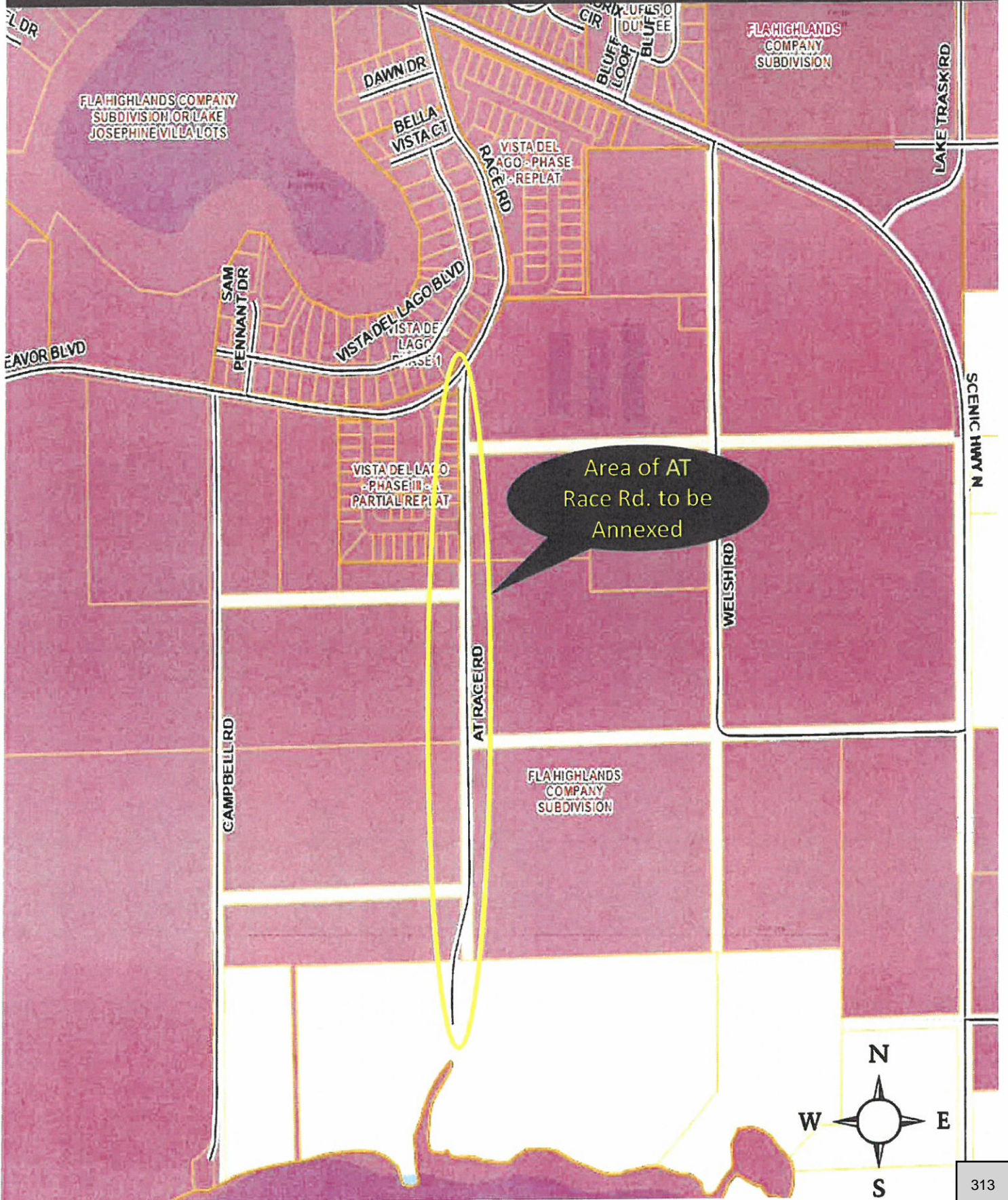


Voluntary Annexation Application Checklist

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

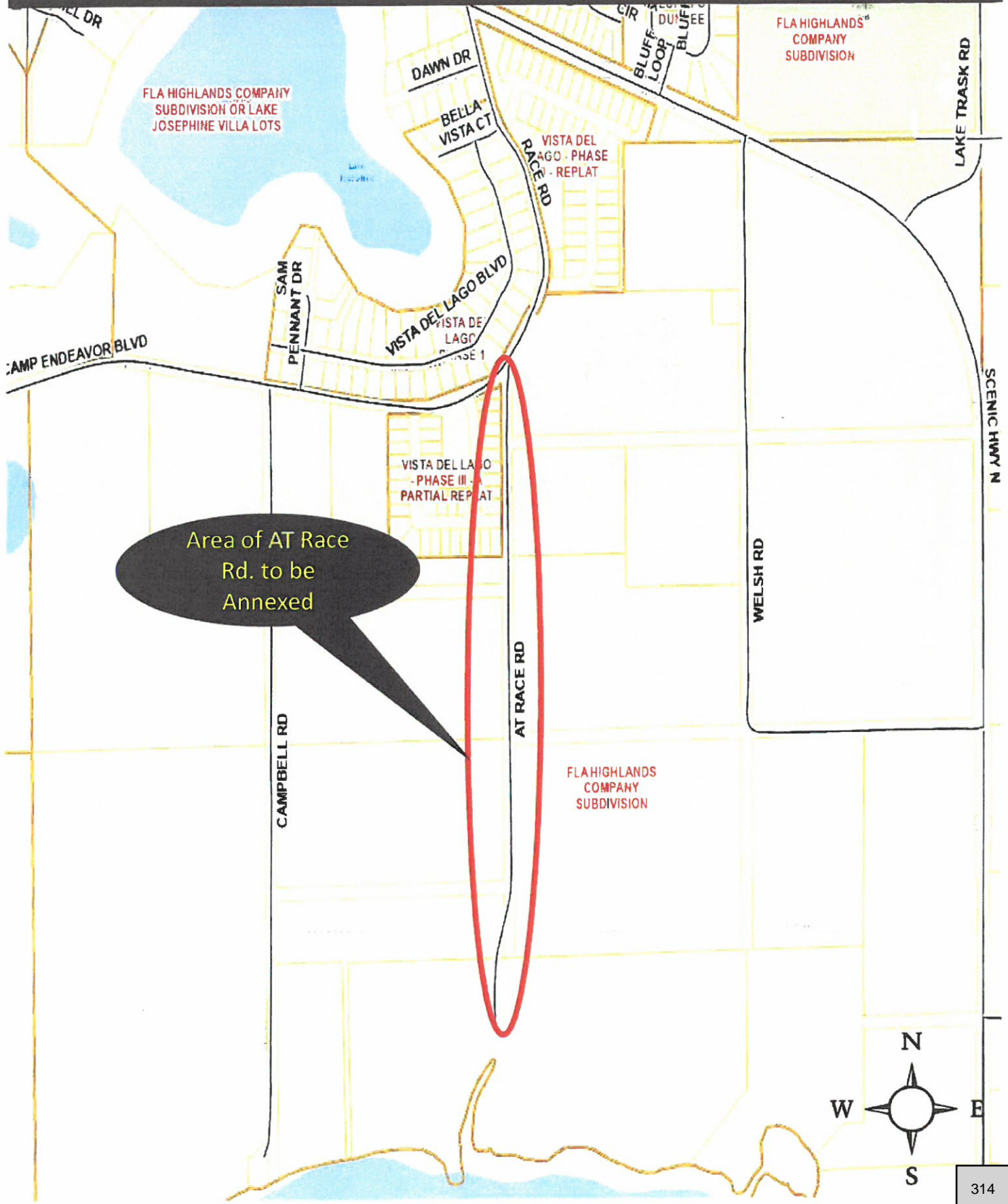


EXHIBIT A

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:

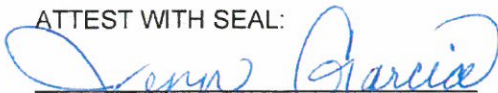
INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 26th day of April, 2022.

TOWN OF DUNDEE



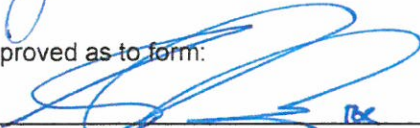
Sam Pennant, Mayor

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
Dr. Martha Santiago
Dr. Martha Santiago, Chair

By: Allison Holland
Deputy Clerk

This 15th day of February, 2022

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



P.54



ATTACHMENT "A"

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



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)



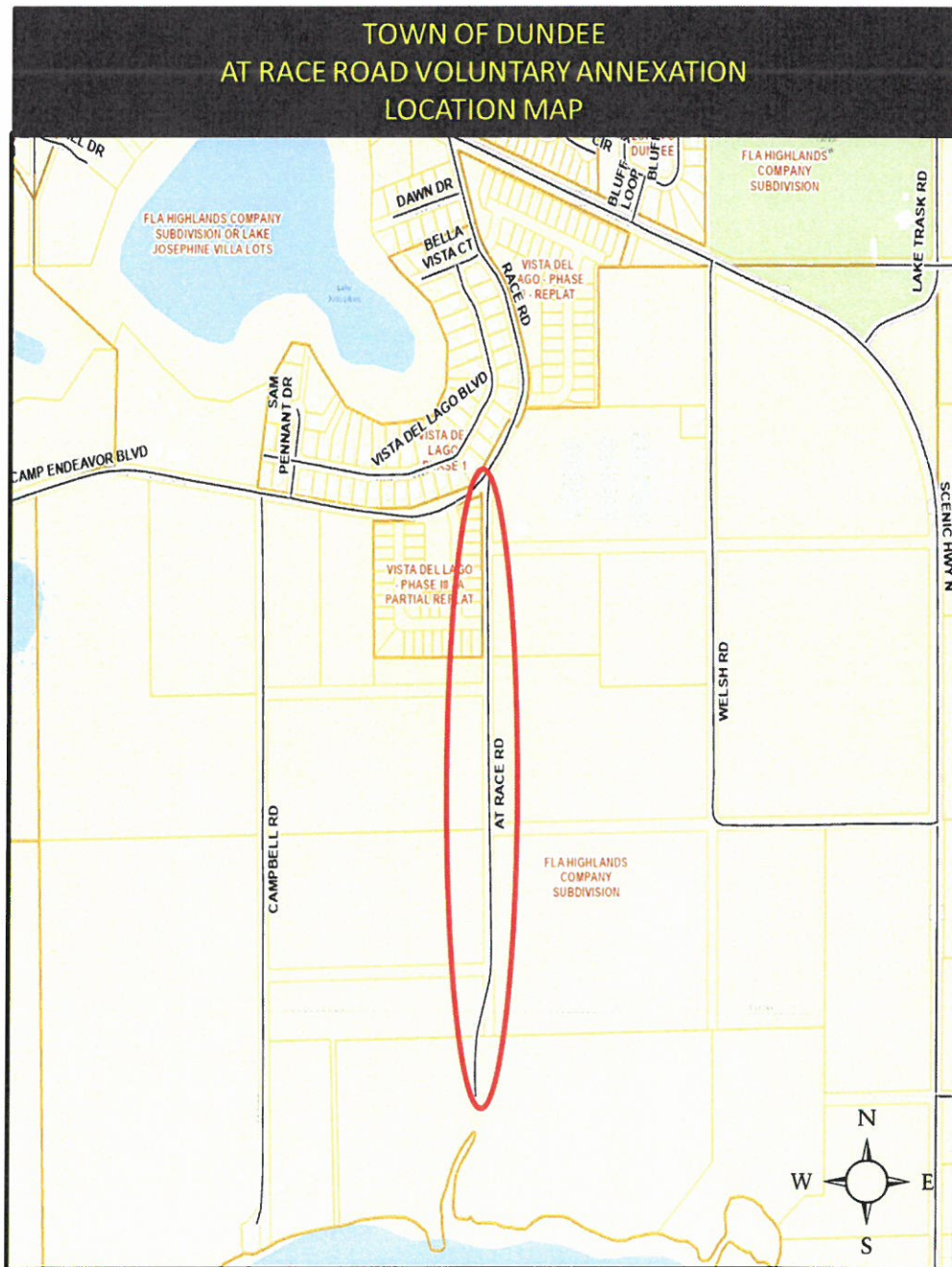
P.54

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

December 12, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** ORDINANCE 23-17, CHARTER AMENDMENT
- SUBJECT:** Town Commission will hear the second reading of Ordinance 23-17
- STAFF ANALYSIS:** The Town of Dundee will hear the second reading of 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:** Staff recommends 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

December 12, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** RESOLUTION 23-31, SPECIAL ELECTION
- SUBJECT:** Town Commission will consider Resolution 23-31.
- STAFF ANALYSIS:** A special election will be held to approve the charter amendment changing the Town of Dundee to the City of Dundee.
- FISCAL IMPACT:** TBD
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Resolution 23-31

RESOLUTION NO. 23-31

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, CALLING A SPECIAL ELECTION FOR THE PURPOSE OF APPROVING CERTAIN 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; SETTING THE DATE FOR A SPECIAL ELECTION; CONDUCTING THE ELECTION; PROVIDING FOR EFFECTIVE DATES.

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

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

WHEREAS, Section 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 of the Town of Dundee, Florida (the “Town Commission”); and

WHEREAS, on December 12, 2023, at a duly noticed public meeting, the Town Commission adopted *Town of Dundee Ordinance No. 23-17* (the “Ordinance”); and

WHEREAS, the Ordinance approved certain proposed textual amendment(s) to the *Charter of the Town of Dundee* and *Code of Ordinances of the Town of Dundee* and provided that, upon final passage of the Ordinance by the Town Commission, the proposed textual amendment(s) are to be placed on the ballot at the next regular election or special election for a vote of the voters of the Town of Dundee, Florida; and

WHEREAS, Section 100.151 of the Florida Statutes requires “the governing authority of a municipality” when issuing a call for a special election to first give notice to the

Resolution 23-31
Page 2 of 4

Supervisor of Elections and obtain consent from the Supervisor of Elections as to a date when the registration books can be available; and

WHEREAS, the Supervisor of Elections for Polk County has advised the Town Manager and Town Attorney that her registration books will be available for use for a townwide special election on **Tuesday, April 2, 2024**; and

WHEREAS, the Town Commission desires to set a special election for **Tuesday, April 2, 2024**, for the people of the Town of Dundee to vote on certain proposed textual amendment(s) to the *Charter of the Town of Dundee* and *Code of Ordinances of the Town of Dundee* amending any reference to *Town* to *City* and *Town Commissioner* to *City Commissioner*, and

WHEREAS, under the general powers conferred on the Town Commission by the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution, the Town Commission finds that a “resolution” or “provision for the disposition of a particular item of the administrative business of the governing body” – See §166.041(1)(b), Fla. Stat. (2023) – is a sufficient exercise of legislative authority to accomplish the ends expressed in these recitals; and

WHEREAS, the Town Commission finds that all necessary procedures for the enactment and adoption of this Resolution have been followed and proper notice has been provided to the public in accordance with Section 166.041 of the Florida Statutes; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Resolution is consistent with the public interest; and this Resolution is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this Resolution, and

Resolution 23-31
Page 3 of 4

the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Resolution.

Section 2. Special Election. A **special municipal election** is called for on **Tuesday, April 2, 2023**, for the purpose of approving certain proposed textual amendment(s) to the *Charter of the Town of Dundee* and *Code of Ordinances of the Town of Dundee* amending any reference to *Town* to *City* and *Town Commissioner* to *City Commission*.

Section 3. Notice of Special Election. A notice of the calling and the holding of the special election shall be published at least twice, once in the fifth week (week of February 27, 2024, for a special election on April 2, 2024), and once in the third week (week of March 12, 2024, for a special election on April 2, 2024), prior to the week in which the election is to be held (week of April 1, 2024, for a special election on April 2, 2024). Electors of the Town shall have the same qualifications to be permitted to vote in this election as electors for state elections and shall be registered with the Supervisor of Elections of Polk County before the date for the close of the supervisor's registration books provided in Section 97.055 of the Florida Statutes. No capitation or poll tax payment shall be a prerequisite to the qualifications of an elector.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 12th day of December, 2023.

TOWN OF DUNDEE

Samuel Pennant, Mayor

Resolution 23-31
Page 4 of 4

ATTEST WITH SEAL:

Trevor Douthat, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney



TOWN COMMISSION MEETING

December 12, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** ORDINANCE 23-18, WEIBERG ROAD CDD BOUNDARY AMENDMENT
- SUBJECT:** Town Commission will consider Ordinance 23-18.
- STAFF ANALYSIS:** Staff has received a petition to amend the boundaries of Weiberg Road Community Development District. This petition is pursuant to Section 190.046, Florida Statutes, and to adopt an ordinance amending the boundaries of the Weiberg Road Community Development District (CDD).
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Ordinance 23-18

ORDINANCE NO. 23-18

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE AMENDMENT OF THE BOUNDARIES OF THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2023); PROVIDING A TITLE; PROVIDING FINDINGS; DESCRIBING THE AMENDED EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR NOTICE REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF THE SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the "Uniform Community Development Act of 1980", Chapter 190, *Florida Statutes* ("Act"), sets forth the exclusive and uniform method for establishing a community development district; and

WHEREAS, Weiberg Road Community Development District (“District”), has filed a Petition to Amend the Boundaries of Weiberg Road Community Development District, as supplemented (the "Petition"), with the Town Commission of the Town of Dundee (the "Town Commission"), pursuant to Section 190.046, *Florida Statutes*, and to adopt an ordinance amending the boundaries of the Weiberg Road Community Development District (the "District") pursuant to Chapter 190, Florida Statutes (2023).

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

WHEREAS, the District is a local unit of special-purpose government established pursuant to the provisions of Chapter 190, Florida Statutes, and Town of Dundee Ordinance No. 22-27 (the “CDD Ordinance”); and

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

WHEREAS, the owners of one hundred percent (100%) of the real property to be included in the District and having presented documents evidencing the control of the real property to be included in the District, have consented to the Petition which includes, but is not to be limited to, the boundary amendment of the District; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the Town Commission of the Town of Dundee on **January 9, 2024**, pursuant to section 190.046(1)(d)(3), *Florida Statutes*; and

WHEREAS, upon consideration of the record established at that duly noticed public hearing, the Town Commission has considered the record of the public hearing and the statutory factors set forth in section 190.046, *Florida Statutes*, in making its determination to grant or deny the Petition; and

WHEREAS, the amendment of the District boundaries shall not act to amend any land development approvals and/or applicable land development regulations governing the land area to be

included within the District; and

WHEREAS, the amendment of the District boundaries will constitute a timely, efficient, effective, responsive, and economic way to deliver community development services in the area described in the Petition; and

WHEREAS, the Town Commission, pursuant to the information contained within the Petition and otherwise being fully advised as to the facts and circumstances contained within the request of the District, finds as follows:

- (1) The statements within the Petition are true and correct; and
- (2) The appropriate Town of Dundee staff have reviewed the Petition and have advised the Town Commission that said Petition is complete; and
- (3) The amendment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the State Comprehensive Plan or the Town of Dundee 2030 Comprehensive Plan; and
- (4) The area of land located within the District, as amended, is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional, interrelated community; and
- (5) The District, as amended, is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and
- (6) The community development services and facilities of the District, as amended, will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
- (7) The area that will be served by the District, as amended remains amenable to separate special-district government; and

WHEREAS, the Petition which includes, but is not to be limited to, the boundary amendment of the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the Petition; and

WHEREAS, pursuant to the Act, the District does not have the power of a local government to adopt a comprehensive plan, building code, land development code, and/or take any action which is inconsistent with applicable comprehensive plans, ordinances, and/or regulations of the applicable local general-purpose government; and

WHEREAS, pursuant to the Act, all governmental planning, environmental, and land development law(s), regulation(s), and/or ordinances of the Town of Dundee, Florida, apply to all development(s) of the land(s) within the District which is located within the corporate limits of the Town of Dundee, Florida; and

WHEREAS, the Petition which includes, but is not to be limited to, the boundary amendment of the District shall not act to amend any land development approvals governing the land area to be included within the District; and

WHEREAS, upon the effective date of this Ordinance, the Weiberg Road Community Development District, as amended, as created by general law, will be duly and legally authorized to exist on the proposed property and to exercise all of its general and special powers as limited by this Ordinance and applicable law.

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

SECTION 1. TITLE. This Ordinance shall be known and may be cited as the "Weiberg Road Community Development District Boundary Amendment Ordinance."

SECTION 2. INCORPORATION OF RECITALS. The Town Commission of the Town of Dundee finds that the factual recitals (WHEREAS clauses) form a factual and material basis for the approval of this Ordinance and hereby incorporates said findings into this Ordinance.

SECTION 3. AUTHORITY. This Ordinance is enacted in compliance with and pursuant to the Uniform Community Development District Act of 1980, codified in Chapter 190, *Florida Statutes* (the "Act"). Nothing contained herein shall constitute an amendment to any land development regulation(s) and/or approvals for the land area included within the District, as amended.

SECTION 4. FINDINGS. The Town Commission of the Town of Dundee, Florida, hereby finds and determines, pursuant to Section 190.005(2) of the Florida Statutes and applicable provisions of the Act, based on the testimony and evidence presented at the duly noticed public hearing held on **January 9, 2024**, and the record established at the said duly noticed public hearing, as follows:

- A. All statements within the Petition are true and correct.
- B. Establishment of the District, as amended, and all land uses and services planned within the proposed District, as amended, are not inconsistent with applicable elements or portions of the state comprehensive plan, or the Town of Dundee 2030 Comprehensive Plan.
- C. The area of land within the District, described in **Composite Exhibit "A"**, which is attached hereto and incorporated herein, is of a sufficient size, is sufficiently compact and is sufficiently contiguous to be developed as one functional interrelated community.
- D. The District, as amended, is the best alternative available for delivering the community development services and facilities to the area that would be served by the District.
- E. The community development services and facilities of the District, as amended, will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
- F. The area to be served by the District, as amended, is amenable to separate special-district government.

SECTION 5. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are hereby amended as set forth in the Petition, the District will encompass a total of 346 acres, more or less, as described and depicted in **Composite Exhibit "A"** attached

hereto and incorporated herein by reference.

SECTION 6. FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190 of the Florida Statutes, as follows:

A. The District, as amended, may exercise powers and functions described in Sections 190.011 and 190.012(1) and (3), Florida Statutes.

B. Consent is hereby given to the District's Board of Supervisors to exercise additional powers to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreational, cultural, and education uses as described and authorized by Section 190.012(2)(a), Florida Statutes and security powers, including but not limited to walls, fences, and electronic intrusion detection, as authorized and described in Section 190.012(2)(d), Florida Statutes.

C. Notwithstanding the foregoing, and while the District may finance, construct, install and/or acquire water and/or wastewater facility(s) for transfer to the Town of Dundee upon completion pursuant to Section 190.012(1), *Florida Statutes*, and the Town's approval requirements, the adoption and passage of this Ordinance approving the Petition shall not be construed to delegate, authorize, or in any way consent to the District established by the CDD Ordinance, which is attached hereto as **Exhibit "B"** and made apart hereof, and/or hereunder to engage in the ownership and operation of a water and/or wastewater facility(s) which would allow the District to engage in the wholesale or retail sale of water, wastewater and/or re-use water services, or provide garbage services absent an express written consent and agreement of the Town of Dundee, Florida.

D. In the exercise of its powers, the District shall comply with all applicable governmental laws, rules, regulations and policies including, but not limited to, all Town of Dundee ordinances and policies governing land planning and permitting of the development to be served by the District.

E. The District shall not have any zoning or permitting powers governing land development or the use of land.

F. Bonds to be issued by the District shall not constitute a debt, liability or general obligation of the Town of Dundee, Florida, Polk County or of the State of Florida, or of any political subdivision thereof, but shall be payable solely from the Pledged Revenues designated for the Bonds.

G. This Ordinance is not intended nor shall it be construed to expand, modify or delete any provision(s) of the Act, as set forth in Chapter 190, *Florida Statutes*, nor shall it be intended to modify, restrict or expand any current prospective development or utility agreements which include, but shall not be limited to, utility agreements entered into in accordance with the provisions of Chapters 163 and 180 of the Florida Statutes.

SECTION 7. NOTICE REQUIREMENTS. Petitioner has caused a notice of a public hearing on the consideration of the Petition to be published in a newspaper at least once a week for four (4) successive weeks immediately prior to such public hearing in compliance with the provisions of Section 190.005(1)(d), *Florida Statutes*.

SECTION 8. 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. If any provision of this Ordinance, or the

application thereof, is finally determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be deemed severable and the remaining provisions shall continue remain in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 9. ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS.

Sections of this Ordinance may be renamed 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. A certified copy of this enacting ordinance shall be located in the Office of the Town Clerk of the Town of Dundee, Florida. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect upon its approval and publication as required by Florida general law.

INTRODUCED AND PASSED on first reading this 12th day of December 2023.

PASSED on second reading and public hearing this 9th day of January 2024.

TOWN OF DUNDEE, FLORIDA

Mayor Sam Pennant

ATTEST

TOWN CLERK – Trevor Douthat

APPROVED AS TO FORM:

TOWN ATTORNEY – Fredrick J. Murphy

Exhibit "A"

Legal Description of Weiberg Road Community Development District

PARCEL 1

A PORTION OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER 1/4 CORNER OF SAID SECTION 21; THENCE N89°42'09"E, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 28.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°42'09"E, A DISTANCE OF 2614.49 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S00°20'44"E, ALONG SAID EAST LINE, A DISTANCE OF 1330.68 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°35'32"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1322.69 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE N00°18'00"W, ALONG SAID WEST LINE, A DISTANCE OF 666.61 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°38'50"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1292.33 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY; THENCE N00°20'43"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 667.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 60 ACRES MORE OR LESS.

PARCEL 2

A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE CENTER OF SAID SECTION 22; THENCE N00°22'02"W, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.61 FEET; THENCE DEPARTING SAID EAST LINE, RUN N89°21'03"E, A DISTANCE OF 1983.52 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE S00°27'54"E, ALONG SAID EAST LINE, A DISTANCE OF 669.60 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE N89°27'59"E, ALONG SAID NORTH LINE, A DISTANCE OF 661.55 FEET TO A POINT ON THE WEST 1/4 CORNER OF SAID SECTION 23; THENCE N89°12'18"E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 655.58 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°19'50"E, A DISTANCE OF 2669.06 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S89°03'24"W, ALONG SAID SOUTH LINE OF SAID SECTION 23, A DISTANCE OF 656.93 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22; THENCE N00°18'07"W, ALONG SAID EAST LINE, A DISTANCE OF 668.38 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE S89°27'51"W, ALONG SAID NORTH LINE, A DISTANCE OF 1323.07 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S00°18'09"E, ALONG SAID EAST LINE, A DISTANCE OF 667.48 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE S89°30'11"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.06 FEET TO A POINT OF THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE N00°18'12"W, ALONG SAID WEST LINE, A DISTANCE OF 667.27 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S89°31'46"W, ALONG SAID SOUTH LINE, A DISTANCE OF 661.93 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SAID SECTION 22; THENCE N00°18'50"W, ALONG SAID WEST LINE,

A DISTANCE OF 2000.36 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE N89°24'17"E, ALONG SAID SOUTH LINE, A DISTANCE OF 662.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 313 ACRES MORE OR LESS.

LESS

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, RUN THENCE ALONG THE WEST LINE THEREOF, S.00°18'53"E, A DISTANCE OF 20.00 FEET TO THE SOUTH RIGHT-OF-WAY OF WEIBERG ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, N.89°18'34"E, A DISTANCE OF 50.00 FEET TO A POINT ON A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE ALONG SAID PARALLEL LINE, S.00°18'53"E, A DISTANCE OF 102.98 FEET; THENCE N.90°00'00"E., A DISTANCE OF 179.27 FEET; THENCE S.36°19'39"E., A DISTANCE OF 524.37 FEET; THENCE S.00°30'16"E., A DISTANCE OF 479.56 FEET; THENCE S.41°56'49"E., A DISTANCE OF 589.78 FEET; THENCE S.26°37'41"W., A DISTANCE OF 593.81 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE THEREOF, S.89°30'28"W, A DISTANCE OF 661.93 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE ALONG THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, N.00°18'53"W, A DISTANCE OF 1979.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.915 ACRES, MORE OR LESS.

NEW AMENDED DISTRICT BOUNDARY CONTAINING 346.1 ACRES MORE OR LESS



Town of Dundee

DEVELOPMENT SERVICES

◆ 124 Dundee Road ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8338

December 9, 2022

VIA EMAIL

Heather E. Wertz, PE LEED AP
President
ABSOLUTE ENGINEERING, INC.
1000 N. Ashley Dr., Suite 925
Tampa, FL 33602

Dear Ms. Wertz,

RE: Weiberg Road Community Development District Petition comments

Dear Ms. Wertz:

The Town of Dundee Development Review Committee has reviewed the Weiberg Road Community Development District Petition to Amend the Boundaries of District, and have the following comments:

Planning Department Comments:

1. It looks like parcels are being added and removed from the CDD. Please explain why this is taking place.
2. Since the parcels that will be removed from the CDD will still be owned by the developer, who will take care of the property?

Public Works Department Comments:

1. No Comments

Public Utilities Department Comments:

1. No Comments

Fire Department Comments:

1. No Comments

Town Engineer Consultant Comments:

We have reviewed the Weiberg Road Community Development District Petition to Amend the Boundaries of the District and have the following comment.

The petition as submitted is rejected as insufficient due to incomplete legal descriptions. All legal descriptions must be metes-and-bounds descriptions and must be accompanied by surveys signed and sealed by a Licensed Survey Mapper in the State of Florida. Once this deficiency is remedied, we will review the petition.

Heather E. Wertz, PE LEED AP
ABSOLUTE ENGINEERING, INC.

Once responses to the above comments have been received, additional comments/clarification of the submitted information may arise. Please let us know if you have any questions regarding the above.

Town Traffic Engineer Consultant Comments

1. No comments.

Town Legal Department Comments:

1. I have reviewed the Petition to Amend the Boundaries of Weiberg Rd CDD (the "Petition"). Based upon my review of the Petition, my comments are, as follows:

Pursuant to Section 190.046(1) of the Florida Statutes, the Petition must the same information required by Section 190.005(2) of the Florida Statutes; and, pursuant to Section 190.046(1)(d) of the Florida Statutes, the applicant shall pay a \$1,500.00.

- a. **Please confirm** that the Town received the \$1,500.00 deposit. **(Confirmed)**
2. Pursuant to Section 190.046(1)(a) of the Florida Statutes, if the petitioner seeks to contract the district, the petition shall describe what services and facilities are currently provided by the district to the area being removed, and the designation of the future general distribution, location, and extent of public and private uses of land proposed for the area by the future land element of the adopted local government comprehensive plan. **The petition, as submitted, does not address this statutory requirement.**
3. **Please confirm** with the Town's Surveyor that the metes and bounds legal descriptions (**Exhibits 2-5**) correctly identifies the identified parcels and boundaries.
4. The Petition includes Resolution No. 2022-34 of the CDD (**Exhibit 7**).
5. Then written consents (**Exhibit 6**) are sufficient.
6. The petition must set forth, based on available data, the proposed timetable for construction of the district services shall be submitted in good faith.
 - a. In this instance, the Petition provides that improvements are estimated to be made over an estimated five (5) year period from 2022-2026.
 - b. Section 190.005(2)a of the Florida Statutes states that the estimate(s) are to be submitted in good faith and are not binding.
 - c. **Whether the estimate/proposed timetable provided by the petition was made in good faith is a staff decision (Exhibit 10).**
7. **Please confirm** with Town Engineer and/or Utility Department that **Exhibit 9** correctly identifies the current trunk water mains and sewer interceptors and outfalls in existence.

Heather E. Wertz, PE LEED AP
ABSOLUTE ENGINEERING, INC.

8. **Please confirm** the Town's **current** Future Land Use Plan/Designation(s) (**Exhibit 8**); and

9. **Please confirm** with Town Engineer that the estimated costs of constructing the proposed services which are set forth by **Exhibits 10 and 11** are good faith estimates.

10. A SERC (**Exhibit 11**) was provided in accordance with Section 120.541 of the Florida Statutes; and

11. Upon receipt of a complete petition, further review will be required to ensure the Ordinance amending the CDD Boundaries, notice and public hearing requirements set forth by the Florida Statutes are satisfied; and the petitioner shall be responsible for complying with said requirements.

12. forth by the Florida Statutes are satisfied; and the petitioner shall be responsible for complying with said requirements.

When you are ready to submit your response to comments, please give our office a call to coordinate an appointment.

Kind Regards,



Brenda Carter
Development Services Clerk
Town of Dundee
124 Dundee Road
Dundee, FL 33838
863-438-8330 ext 237
bcarter@townofdundee.com



**KILINSKI
VAN WYK**

517 E. College Avenue
Tallahassee, Florida 32303
877-350-0372

Offices:
Naples
Tallahassee
Tampa

October 6, 2023

Via Electronic Mail and Overnight Delivery

Brenda Carter
Development Services Clerk
Town of Dundee
124 Dundee Road
Dundee, Florida 33838
bcarter@townofdundee.com

Re: Responses to Town of Dundee's Review of Petition to Amend the Boundaries of Weiberg Road Community Development District – (the "Petition")

Dear Ms. Carter:

In regard to your letter dated December 9, 2022, please find the following responses:

Planning Department Comments:

1. It looks like parcels are being added and removed from the CDD. Please explain why this is taking place.

Response: The parcels being removed are outside the currently platted development areas and will be used for wetland and conservation purposes. The land being added will be part of the next phase of the residential development.

2. Since the parcels that will be removed from the CDD will still be owned by the developer, who will take care of the property?

Response: The Developer will maintain the parcel removed from the District. The parcels are part of a wetland/conservation area that will be combined with other adjacent wetland/conservation areas and be preserved in perpetuity.

Town Engineer Consultant Comments:

1. The Petition as submitted is rejected as insufficient due to incomplete legal descriptions. All legal descriptions must be metes-and-bounds descriptions and must be accompanied by surveys signed and sealed by a licensed survey mapper in the State of Florida. Once this deficiency is remedied, we will review the Petition.

Response: *Per your request, please find enclosed surveyed, signed and sealed by William P. Hinkle, a Florida licensed surveyor and mapper, and Charles M. Arnett, a Florida licensed surveyor and mapper, revised metes and bounds legal descriptions of the current District's boundaries, the Boundary Amendment Parcels, as defined in the Petition, and the District's boundaries after amendment. These are identified as Exhibits 2 through 5, respectively in the Petition.*

Town Legal Department Comments:

1. Pursuant to Section 190.046(1)(a) of the Florida Statutes, if the petitioner seeks to contract the district, the petition shall describe what services and facilities are currently provided by the district to the area being removed, and the designation of the future general distribution, location, and extent of public private uses of land proposed for the area by the future land element of the adopted local government comprehensive plan. **The Petition, as submitted, does not address this statutory requirement.**

Response: *Paragraphs 4 and 6 of the Petition have been revised accordingly.*

2. Please confirm with the Town's Surveyor that the metes and bounds legal descriptions (Exhibits 2-5), correctly identifies the identified parcels and boundaries.

Response: *See response under Paragraph 1, Town Engineer Consultant Comments.*

3. Please confirm with Town Engineer and/or Utility Department that Exhibit 9 of the Petition correctly identifies the current trunk water mains and sewer interceptors and outfalls in existence.

Response: *The information in revised exhibit 9 has been confirmed by the city staff as accurate.*

4. Please confirm with Town's current Future Land Use Plan/Designation(s) (Exhibit 8 to the Petition).

Response: *The information in Revised Composite Exhibit 8 has been confirmed by the city staff as accurate.*

5. Please confirm with Town Engineer that the estimated costs of constructing the proposed services which are set forth by Exhibits 10 and 11 in the Petition are good faith estimates.

Response: *The construction cost estimates provided reflect actual current construction costs in the area for the infrastructure to be provided under the CIP together with an additional 10% contingency to address possible*

future cost increases. The construction costs presented represent a good faith estimate of future construction costs.

Should you have any additional questions, please feel free to contact me at your convenience.

Sincerely,

/s/ Roy Van Wyk

Roy Van Wyk, Esq.
District Counsel

Enclosures/Attachments

cc: Seth Claytor (seth@bosdun.com)
John Murphy (fjm@bosdun.com)
Tandra Davis (tdavis@Townofdundee.com)
Rey Malave (rmalave@Dewberry.com)
Lorraine Peterson (LPeterson@TownofDundee.com)
Alan Rayl (alan@raylengineering.com)

**BEFORE THE TOWN COMMISSION OF THE
TOWN OF DUNDEE, FLORIDA**

**SUPPLEMENTED PETITION TO AMEND THE BOUNDARIES OF THE
WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Weiberg Road Community Development District (hereafter the “**District**”), a local unit of special-purpose government established pursuant to the provisions of Chapter 190, *Florida Statutes*, and Ordinance No. 22-27, adopted by the Town Commission of the Town of Dundee (the “**Ordinance**”), and located within the Town of Dundee, Florida, hereby petitions the Town Commission of the Town of Dundee, Florida, pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, *Florida Statutes*, and specifically Section 190.046(1)(b), *Florida Statutes*, to adopt an amendment to the Ordinance to remove approximately 26.9 acres, more or less from the District, and to add approximately 70 acres, more or less, to the District. In support of this Petition, Petitioner states as follows:

1. History and Basis for Petition. On September 13, 2022, upon petition by GLK Real Estate, LLC, the Town Commission of the Town of Dundee, Florida (the “**Town**”), adopted Ordinance No. 22-27, establishing the District effective on the same date. The District currently comprises approximately 303¹ acres of land as identified in the Ordinance (the “**Existing District**”).

2. Location and Size. The District currently consists of land located entirely within the Town. The Boundary Amendment Parcels (hereinafter defined) are also located entirely within the Town. **Exhibit 1** depicts the general location of the Existing District together with the location of the Boundary Amendment Parcels. The metes and bounds legal description and sketch of the

¹ The total acreage of the District was previously estimated to be 298.28 acres, more or less, per Polk County Property Appraiser. As a result of a survey and preparation of the metes and bounds legal description of the surveyed lands, the total acreage of the District before amendment is 303 acres, more or less.

current District is provided in **Composite Exhibit 2**. The metes and bounds legal description and sketch of the lands proposed to be contracted from the District is set forth at **Composite Exhibit 3** (“**Contraction Parcel**”), and the metes and bounds legal description and sketch of the land proposed to be added to the District is set forth at **Composite Exhibit 4** (the “**Expansion Parcel**” and together with the Contraction Parcel, the “**Boundary Amendment Parcels**”). After amendment to the District, the District will encompass a total of approximately 346 acres of land, more or less. The metes and bounds legal description and sketch of the proposed District boundary after the amendment is set forth in **Composite Exhibit 5** (the “**Amended District**”).

3. Landowner Consent. The District has written consent(s) to amend the boundary of the District from the owners of the Boundary Amendment Parcels. Documentation of the consents are contained in **Composite Exhibit 6**. The favorable action of the Board of Supervisors of the District also constitutes consent for all of the landowners currently within the District pursuant to Section 190.046(1)(g), *Florida Statutes*, and is evidenced by the District’s adoption of Resolution No. 2022-34, and submission of this Petition. Resolution No. 2022-34 is attached hereto as **Exhibit 7**.

4. Existing and Future Land Uses, Zoning Designation. The designation of future general distribution, location and extent of the public and private land uses and zoning designation for the Expansion Parcel and the Contraction Parcel by the existing and future land use plan elements of the Town’s Comprehensive Plan, as applicable, are shown on **Composite Exhibit 8**. Amendment of the District in the manner proposed is not inconsistent with the adopted Town’s Comprehensive Plan. Furthermore, all development within the Expansion Parcels and the Amended District will continue to be subject to the same development regulation, permitting

requirements and zoning as required by the State of Florida, Polk County and the Town following amendment of the District's boundaries.

5. Major Water and Wastewater Facilities. There are currently no existing sanitary sewer and water distribution systems for the Boundary Amendment Parcels. **Exhibit 9** shows the major trunk water mains, sewer interceptors and outfalls adjacent to the Existing District, as well as the proposed drainage patterns within the Expansion Parcels.

6. District Facilities and Services; Debt Assessments. The District is presently expected to finance, construct, and install improvements and facilities to benefit the lands within the District in five (5) phases over an estimated five (5) year period from 2022 through 2026. **Composite Exhibit 10** describes the types of facilities the District presently expects to finance, construct, and install, as well as the entities anticipated for future ownership, operation, and maintenance. The estimated costs of construction are also identified in **Composite Exhibit 10**. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates, and market conditions. No facilities or services are currently being provided by the District to the Contraction Parcel.

7. Statement of Estimated Regulatory Costs. **Exhibit 11** is the Statement of Estimated Regulatory Costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

8. Authorized Agent. The counsel for the Petitioner is Roy Van Wyk, Esq. of Kilinski | Van Wyk, PLLC. A copy of the Authorization of Agent is attached hereto as **Exhibit 12**. Copies of all correspondence and official notices should be sent to:

Roy Van Wyk, Esq.
Kilinski | Van Wyk, PLLC
517 E. College Avenue
Tallahassee, Florida 32301

9. Filing Fee. Upon the filing of this Petition, the District submitted a copy of this Petition with Exhibits 1 through 12, and paid a filing fee of \$1,500.00 to the Town, as required by Section 190.046(d)(2), Florida Statutes.

10. This petition to amend the boundary of the Weiberg Road Community Development District should be granted for the following reasons:

a. Amendment of the District boundaries and all land uses and services planned within the District as amended are not inconsistent with applicable elements or portions of the adopted State Comprehensive Plan, or the Town’s Comprehensive Plan, as applicable.

b. The area of land within the Amended District is part of a planned community. The District boundary, as amended, will continue to be of a sufficient size and sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. Existence of the Amended District will prevent the general body of taxpayers in Polk County and the Town of Dundee from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the Amended District. The District is the best alternative available for delivering community development services and facilities to the Expansion Parcels within the Amended District without imposing an additional burden on the general population of the local general-purpose government. The proposed amendment of the District will allow for a more efficient use of resources.

d. The District, as amended, is the best alternative available for delivering community development services and facilities to the Amended District.

e. The community development services and facilities of the District, as amended, will not be incompatible with the capacity and use of existing local and regional community development services and facilities.

f. The Amended District, including the Expansion Parcels, will continue to be amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the Town Commission of the Town of Dundee, Florida to:

a. Schedule a public hearing in accordance with the requirements of Section 190.046(1)(b), Florida Statutes; and

b. Grant this Petition and amend the Ordinance to amend the boundaries of the District pursuant to Chapter 190, *Florida Statutes*.

RESPECTFULLY SUBMITTED, this 29th day of November 2023.

KILINSKI | VAN WYK, PLLC

/s/ ROY VAN WYK

Roy Van Wyk, Esq.

Florida Bar No. 631299

roy@cddlawyers.com

Kilinski | Van Wyk, PLLC

517 E. College Avenue

Tallahassee, Florida 32301

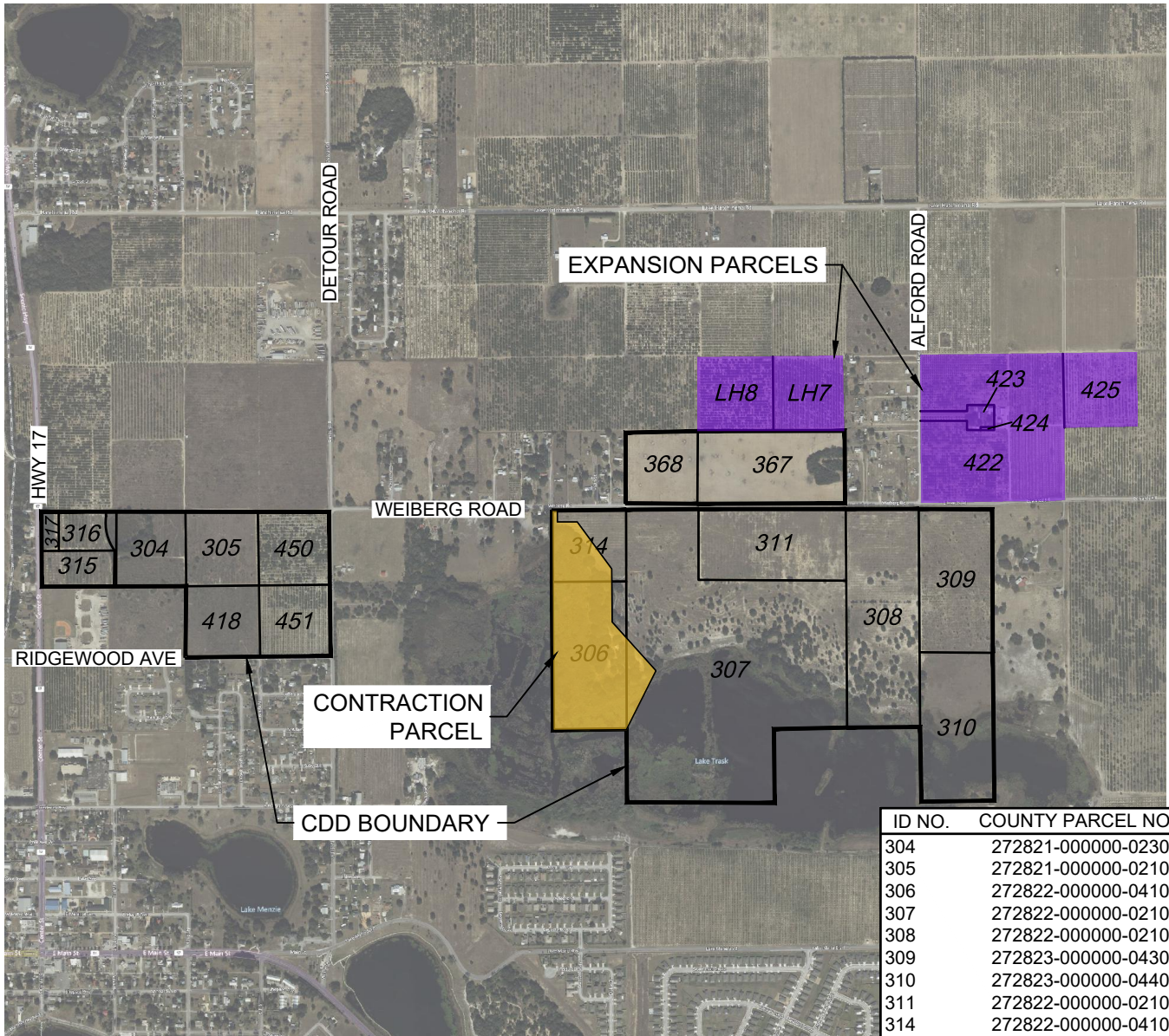
(850) 566-7618 (telephone)

District Counsel

Weiberg Road Community

Development District

EXHIBIT 1



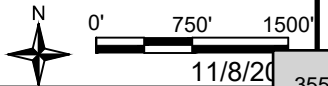
LEGEND	
EXPANSION PARCELS	
CONTRACTION PARCELS	

ID NO.	COUNTY PARCEL NO.
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305	272821-000000-021030
306	272822-000000-041040
307	272822-000000-021030
308	272822-000000-021010
309	272823-000000-043030
310	272823-000000-044010
311	272822-000000-021020
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315	272821-831500-002010
316	272821-831500-001010
317	272821-831500-001110
367	272822-000000-012040
368	272822-000000-014020
418	272821-000000-021040
422	272823-000000-034010
423	272823-000000-034020
424	272823-000000-034030
425	272823-000000-032020
450	272821-000000-021010
451	272821-000000-021020
LH7	272822-000000-012030
LH8	272822-000000-014010

EXPANSION PARCELS

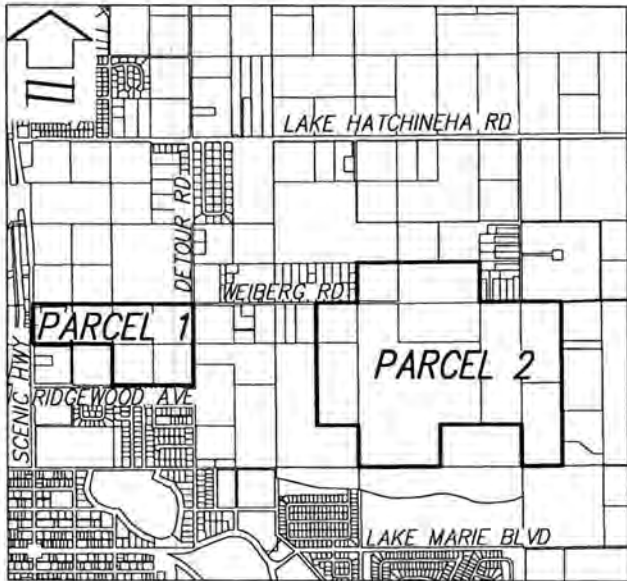
SECTS 21, 22, 23, T27S, R28E

EXHIBITS 1 - LOCATION MAP WEIBERG ROAD CDD



COMPOSITE EXHIBIT 2

EXHIBIT 2



VICINITY MAP:
NOT TO SCALE

LEGEND:

PC	POINT OF CURVATURE	PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE	L	LENGTH
PCC	POINT OF COMPOUND CURVATURE	R	RADIUS
PNT	POINT OF NON-TANGENCY	Δ	CENTRAL ANGLE
PT	POINT OF TANGENCY	CB	CHORD BEARING
R/W	RIGHT OF WAY	CH	CHORD LENGTH
ORB	OFFICIAL RECORDS BOOK	SF	SQUARE FEET
PB	PLAT BOOK	AC	ACRES
		SEC	SECTION

SURVEY NOTES:

- PARCEL 1**

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, AS BEING N89°42'09"E.

PARCEL 2

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, AS BEING N00°22'02"W.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
- THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
- THIS IS NOT A BOUNDARY SURVEY.
- INFORMATION SHOWN HEREON ARE CALCULATED BASED ON RECORDED DEEDS RETRIEVED FROM THE POLK COUNTY PROPERTY APPRAISER WEBSITE, CERTIFIED CORNER RECORDS RETRIEVED FROM THE LABINS WEBSITE AND POLK COUNTY GIS. NO FIELD WORK WAS INVOLVED IN THE PREPARATION OF THIS SKETCH AND LEGAL.
- THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
- THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 10/03/2023 PER FAC 5J-17.062(2).



William P Hinkle

Digitally signed by
William P Hinkle
Date: 2023.10.03
13:44:28 -04'00'

WILLIAM P. HINKLE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 5

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

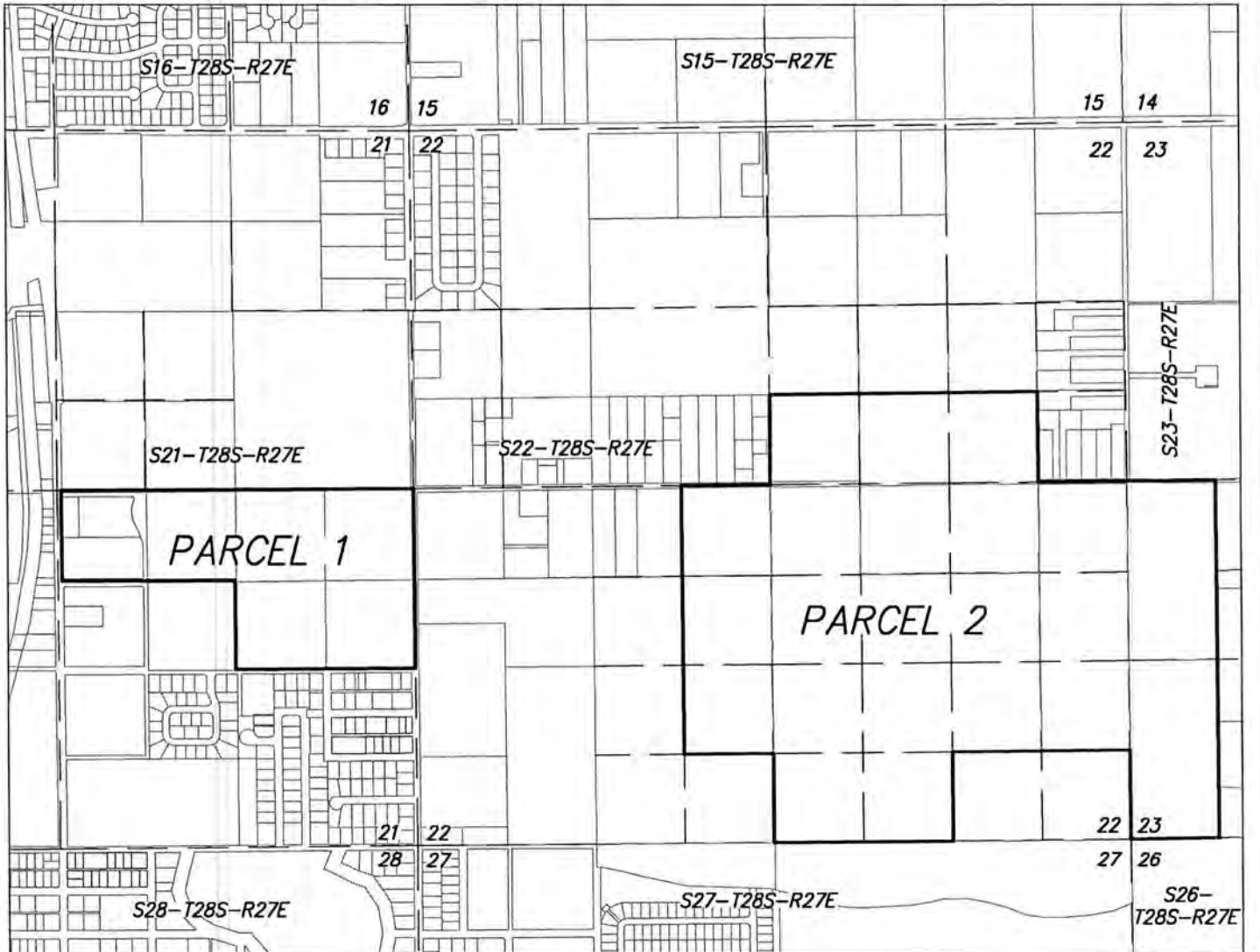
CH DEV LLC

DATE: 09/11/2023
REV DATE:
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PROJ: 50167556
DRAWN BY: WS
CHECKED BY:

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KEY MAP:
NOT TO SCALE



SHEET 2 OF 5

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/11/2023

REV DATE:

SCALE 1" = N/A

PROJ: 50167556

DRAWN BY: WS

CHECKED BY:

Drawing name: S:\Hamilton Bluff cdd\DWG-Chil JD\50167556\50167556-28S-27E-1.dwg DEW desc. & sketch Sheet 2 Oct 03, 2023 9:39am by: wesamalat

LEGAL DESCRIPTION:

PARCEL 1

A PORTION OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER 1/4 CORNER OF SAID SECTION 21; THENCE N89°42'09"E, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 28.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°42'09"E, A DISTANCE OF 2614.49 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S00°20'44"E, ALONG SAID EAST LINE, A DISTANCE OF 1330.68 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°35'32"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1322.69 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE N00°18'00"W, ALONG SAID WEST LINE, A DISTANCE OF 666.61 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°38'50"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1292.33 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY; THENCE N00°20'43"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 667.86 FEET TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS

CONTAINING 60 ACRES MORE OR LESS, PRIOR TO RIGHT OF WAY LESS OUTS.

PARCEL 2

A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE CENTER OF SAID SECTION 22; THENCE N00°22'02"W, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.61 FEET; THENCE DEPARTING SAID EAST LINE, RUN N89°21'03"E, A DISTANCE OF 1983.52 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE S00°27'54"E, ALONG SAID EAST LINE, A DISTANCE OF 669.60 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE N89°27'59"E, ALONG SAID NORTH LINE, A DISTANCE OF 661.55 FEET TO A POINT ON THE WEST 1/4 CORNER OF SAID SECTION 23; THENCE N89°12'18"E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 655.58 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°19'50"E, A DISTANCE OF 2669.06 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S89°03'24"W, ALONG SAID SOUTH LINE OF SAID SECTION 23, A DISTANCE OF 656.93 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22; THENCE N00°18'07"W, ALONG SAID EAST LINE, A DISTANCE OF 668.38 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE S89°27'51"W, ALONG SAID NORTH LINE, A DISTANCE OF 1323.07 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S00°18'09"E, ALONG SAID EAST LINE, A DISTANCE OF 667.48 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE S89°30'11"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.06 FEET TO A POINT OF THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE N00°18'12"W, ALONG SAID WEST LINE, A DISTANCE OF 667.27 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S89°31'46"W, ALONG SAID SOUTH LINE, A DISTANCE OF 661.93 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SAID SECTION 22; THENCE N00°18'50"W, ALONG SAID WEST LINE, A DISTANCE OF 2000.36 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N89°24'17"E, ALONG SAID SOUTH LINE, A DISTANCE OF 662.31 FEET TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS

CONTAINING 10582840 SQUARE FEET OR 243 ACRES MORE OR LESS, PRIOR TO RIGHT OF WAY LESS OUTS.

SHEET 3 OF 5

(SEE SHEET 4-5 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023

REV DATE:

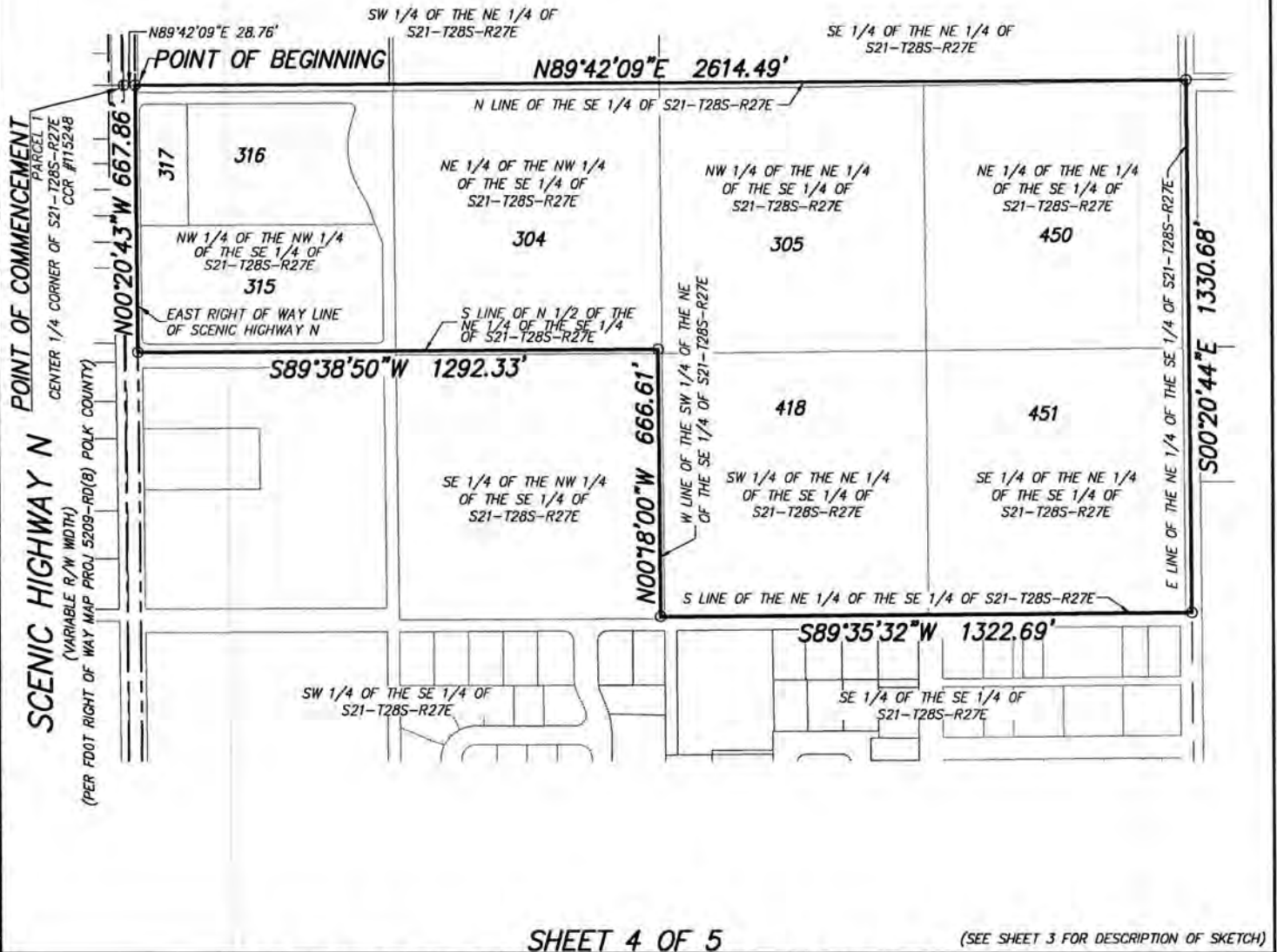
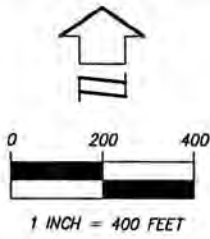
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PROJ: 50167556

DRAWN BY: WS

CHECKED BY: W

Drawing name: S:\Hamilton Bluff_CDD\DD\DWG-Civil_3D\150166285_sursketch_Weiberg_Road_CDD_1.dwg DEW desc. & sketch_Sheet_3 Oct 01, 2023 9:19am by: wazmolot



SHEET 4 OF 5

(SEE SHEET 3 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

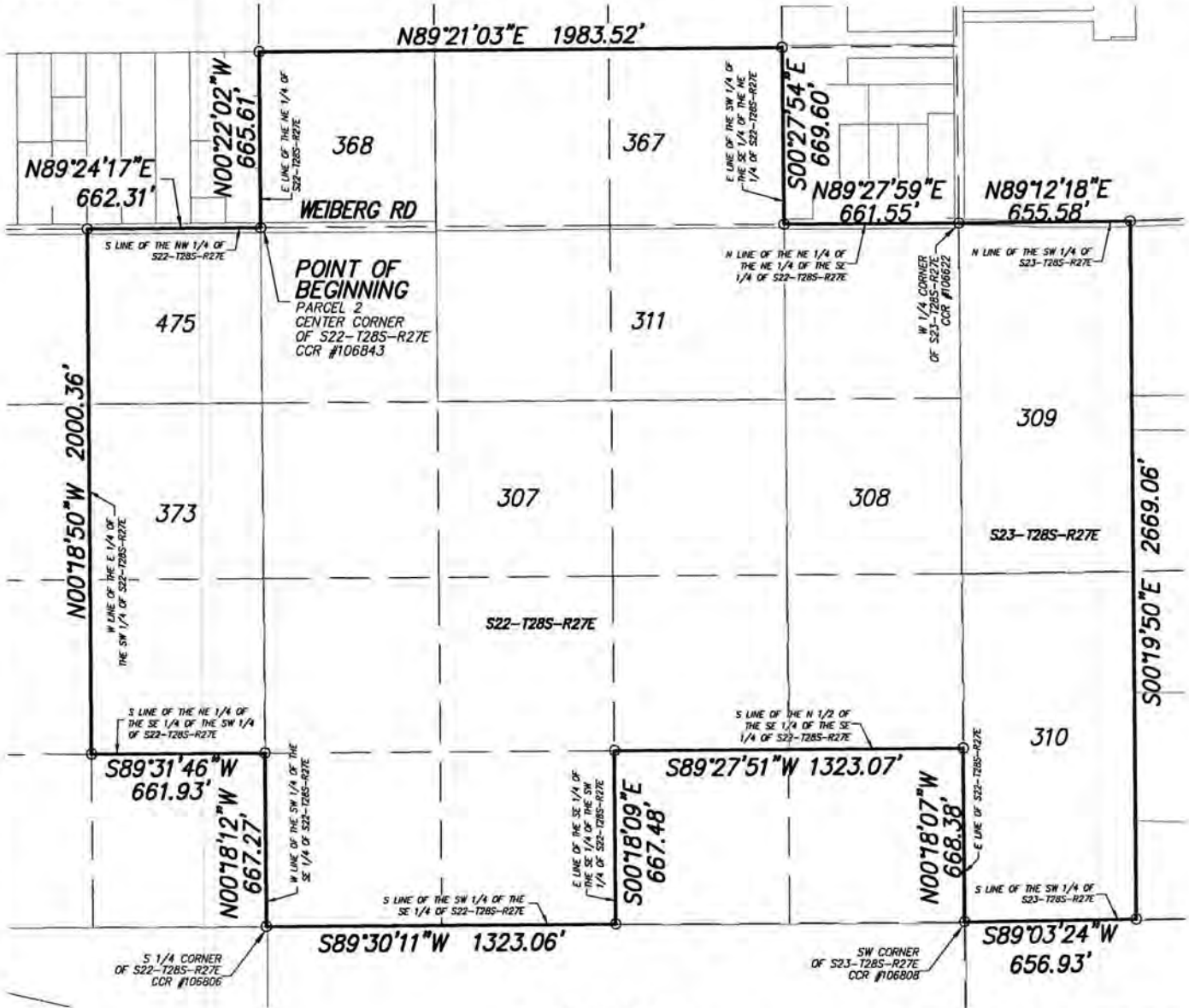
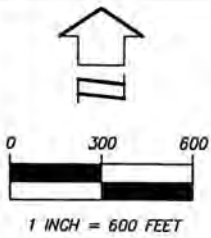
PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023
REV DATE:
SCALE 1" = 1000'

PROJ: 50167556
DRAWN BY: WS
CHECKED BY: W

Drawing name: S:\Hamilton Bluff_CDD\DWG-Chief 3D\50156285-sursketch_Weiberg Road_CDD_1.dwg DEW desc. & sketch Sheet 4 Oct 03, 2023 9:39am by: wesmolat



SHEET 5 OF 5

(SEE SHEET 3 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023
REV DATE:
SCALE 1" = 100'

PROJ: 50167556
DRAWN BY: WS
CHECKED BY: W

Drawing name: S:\Hamilton Bluff CDD\DWG-Civil\301\50156285\sketch\Weiberg Road_CDD_1.dwg DEW desc. & sketch_Sheet 5 Oct 03 2023 9:39am by: wsmalot

COMPOSITE EXHIBIT 3

Description Sketch

(Not A Survey)

EXHIBIT 3

DESCRIPTION: A parcel of land lying in Section 22, Township 28 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 22, run thence along the West line thereof, S.00°18'53"E, a distance of 20.00 feet to the South Right-of-Way of Weiberg Road, said point also being the **POINT OF BEGINNING**; thence along said South Right-of-Way, N.89°18'34"E, a distance of 50.00 feet to a point on a line 50.00 feet East of and parallel with the West line of the East 1/4 of the Southwest 1/4 of said Section 22; thence along said parallel line, S.00°18'53"E, a distance of 102.98 feet; thence N.90°00'00"E., a distance of 179.27 feet; thence S.36°19'39"E., a distance of 524.37 feet; thence S.00°30'16"E., a distance of 479.56 feet; thence S.41°56'49"E., a distance of 589.78 feet; thence S.26°37'41"W., a distance of 593.81 feet to the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Said Section 22; thence along the South line thereof, S.89°30'28"W, a distance of 661.93 feet to the Southwest corner of said Northeast 1/4; thence along the West line of the East 1/4 of the Southwest 1/4 of said Section 22, N.00°18'53"W, a distance of 1979.58 feet to the **POINT OF BEGINNING**.

Containing 26.915 acres, more or less.

SURVEYOR'S NOTES:


- 1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, HAVING AN ASSUMED BEARING OF N.00°18'53"W.
- 2) I DO HEREBY CERTIFY THAT THIS SKETCH & DESCRIPTION WAS MADE UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS STATED IN RULES 5J-17.051, 5J-17.052, AND 5J-17-053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
- 3) SEE SHEET NO. 2 FOR SKETCH
SEE SHEET NO. 3 FOR LINE TABLE.

PROJECT: Powerline Road Olson Jordan
 PHASE: Lake Trask West Parcel
 DRAWN: JCM DATE: 08/15/22 CHECKED BY: MHC

Prepared For: Absolute Engineering

REVISIONS		
DATE	DESCRIPTION	DRAWN BY
09/01/22	Updated DS to revised limits of area	CMA
09/21/22	Updated Sketch to revised limits of area	CMA

Date:
2022.09.21
17:47:25
-04'00'

 The seal has been electronically signed and sealed by CHARLES M. ARNETT using a Digital Signature and Seal. Printed copies of this document are not authorized unless they are signed and the signature must be verified on any electronic copy.

Charles M. Arnett
 FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. **LS6884**

213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Licensed Business No.: LB 7768

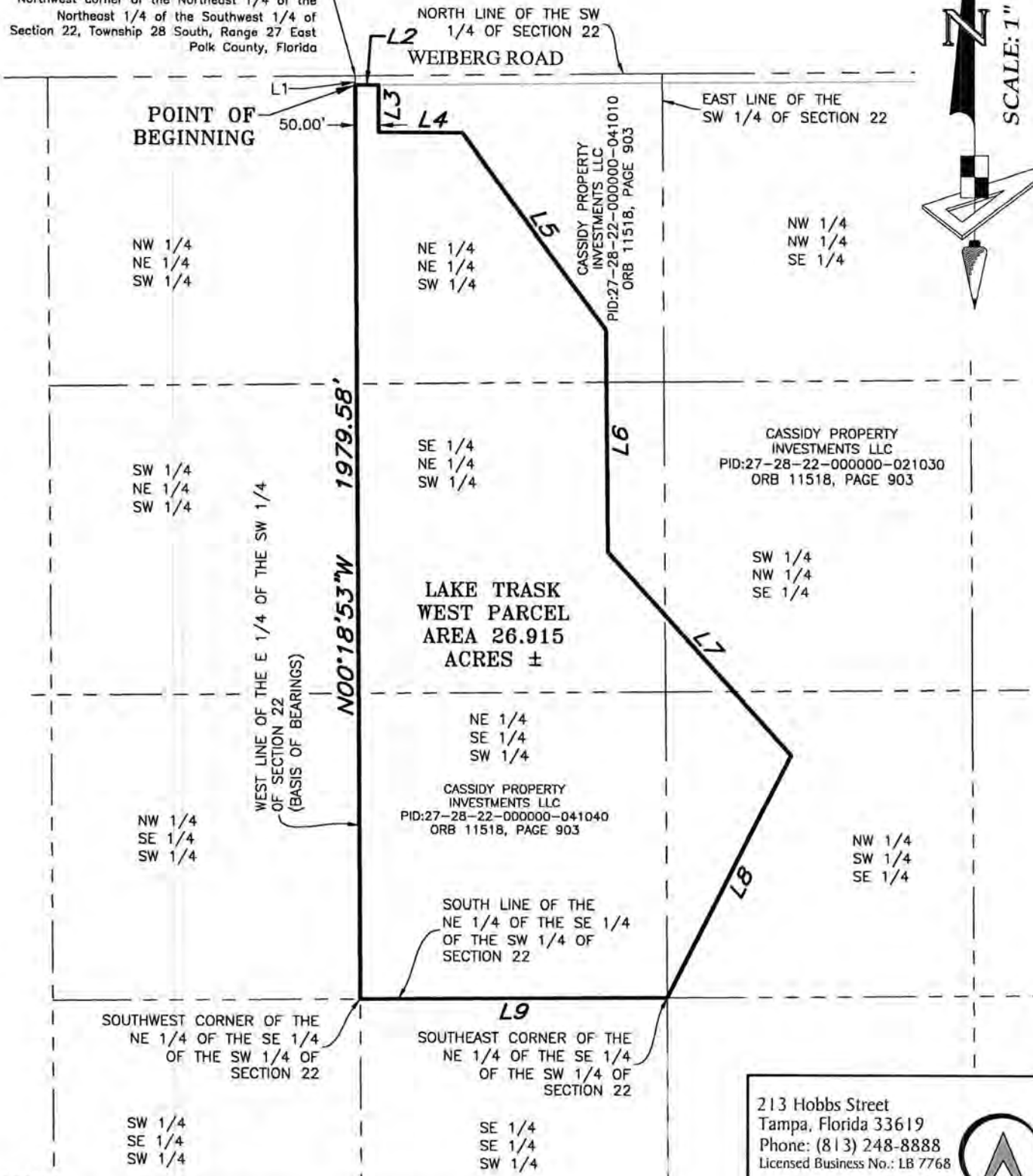


GeoPoint

Surveying, Inc.

Description Sketch (Not A Survey)

POINT OF COMMENCEMENT
Northwest corner of the Northeast 1/4 of the
Northeast 1/4 of the Southwest 1/4 of
Section 22, Township 28 South, Range 27 East
Polk County, Florida



NOTE:
SEE SHEET NO. 1 FOR DESCRIPTION & SURVEYOR'S NOTES
SEE SHEET NO. 3 FOR LINE TABLE

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°18'53" E	20.00'
L2	N 89°18'34" E	50.00'
L3	S 00°18'53" E	102.98'
L4	N 90°00'00" E	179.27'
L5	S 36°19'39" E	524.37'
L6	S 00°30'16" E	479.56'
L7	S 41°56'49" E	589.78'
L8	S 26°37'41" W	593.81'
L9	S 89°30'28" W	661.93'

NOTE:
SEE SHEET NO. 1 FOR DESCRIPTION & SURVEYOR'S NOTES
SEE SHEET NO. 2 FOR SKETCH

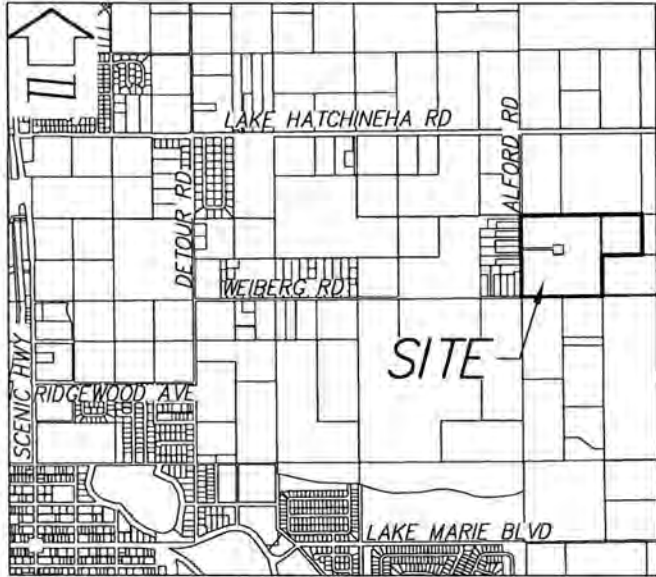
213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768



GeoPoint
Surveying, Inc.

COMPOSITE EXHIBIT 4

EXHIBIT 4



VICINITY MAP:
NOT TO SCALE

LEGEND:

—	LINE BREAK	PG(S)	PAGE(S)
PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	Δ	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PR	PLAT BOOK	SEC	SECTION
○	CHANGE IN DIRECTION		

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, AS BEING N00°17'59"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. INFORMATION SHOWN HEREON ARE CALCULATED BASED ON RECORDED DEEDS RETRIEVED FROM THE POLK COUNTY PROPERTY APPRAISER WEBSITE, CERTIFIED CORNER RECORDS RETRIEVED FROM THE LABINS WEBSITE AND POLK COUNTY GIS. NO FIELD WORK WAS INVOLVED IN THE PREPARATION OF THIS SKETCH AND LEGAL.
6. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
7. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 10/03/2023 PER FAC 5J-17.062(2).



William P Hinkle

Digitally signed by William P Hinkle
Date: 2023.10.03 13:45:20 -04'00'

WILLIAM P. HINKLE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633

DATE

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 3

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

**WEIBERG ROAD DD
ALFORD RIDGE**

SECTION 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/21/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50167556
DRAWN BY: AS
CHECKED BY: V

Drawing name: C:\Users\wsmalol\appdata\local\temp\AcPublish_45228\501567556-survey\sketch\weiberg_road_cad\alford_ridge.dwg DEW desc. & sketch Sheet 1 Oct 03, 2023 9:25am by: wsmalol

LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE RUN N00°17'59"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, A DISTANCE OF 1334.85 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23; THENCE DEPARTING SAID WEST LINE, RUN ALONG SAID NORTH LINE, N89°16'35"E, A DISTANCE OF 1964.64 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE ALONG SAID EAST LINE, RUN S00°23'20"E, A DISTANCE OF 666.19 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE ALONG SAID SOUTH LINE, RUN S89°14'26"W, A DISTANCE OF 655.23 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23; THENCE ALONG SAID EAST LINE, RUN S00°21'33"E, A DISTANCE OF 666.60 FEET TO THE SOUTH LINE OF THE THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23; THENCE ALONG SAID SOUTH LINE, RUN S89°12'18"W, A DISTANCE OF 1311.16 FEET TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS
CONTAINING 50 ACRES, MORE OR LESS, PRIOR TO RIGHT OF WAY LESS OUTS.

SHEET 2 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

**WEIBERG ROAD DD
ALFORD RIDGE**

SECTION 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
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CERTIFICATE OF AUTHORIZATION No. LB 8011

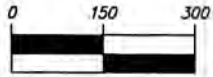
PREPARED FOR:

CH DEV LLC

DATE: 09/21/2023
REV DATE:
SCALE 1" = N/A

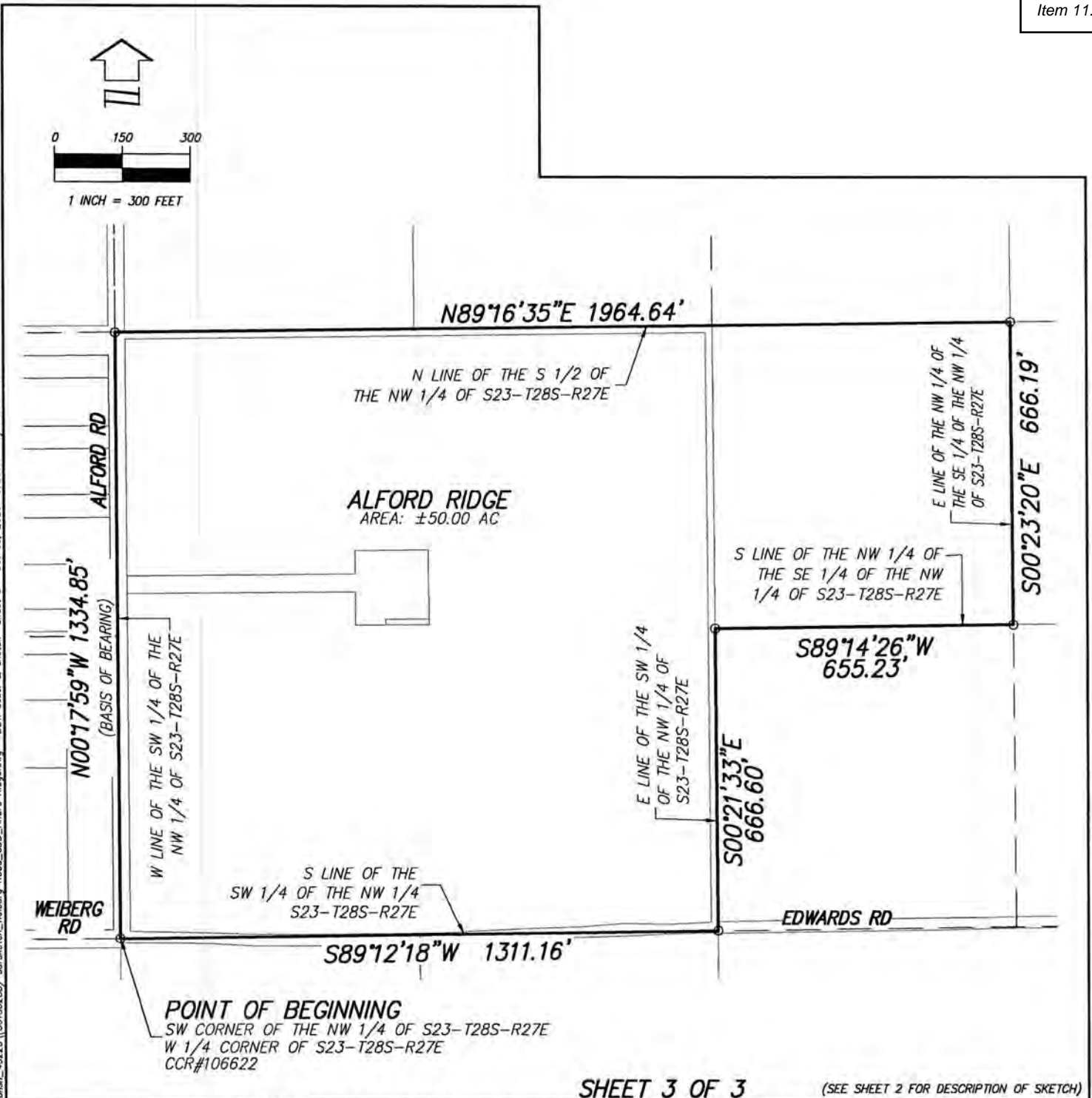
PROJ: 50167556
DRAWN BY: AS
CHECKED BY: W

Drawing name: C:\Users\wsamola\AppData\Local\Temp\McPublish_45228(50167556)-surfsketch_Weiberg_Road_DD_Alford_Ridge.dwg DEW desc. & sketch Sheet 2 Oct 01, 2023 9:25am by wsamola



1 INCH = 300 FEET

Drawing name: C:\Users\wszmolol\AppData\Local\Temp\AcPublish_45228(50155285)-sketch\Weiberg Road_CDD_Alford Ridge.dwg DEW desc. & sketch Sheet 3 Oct 03, 2023 9:25am by: wszmolol




SHEET 3 OF 3 (SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
WEIBERG ROAD DD
ALFORD RIDGE

SECTION 23,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA



Dewberry

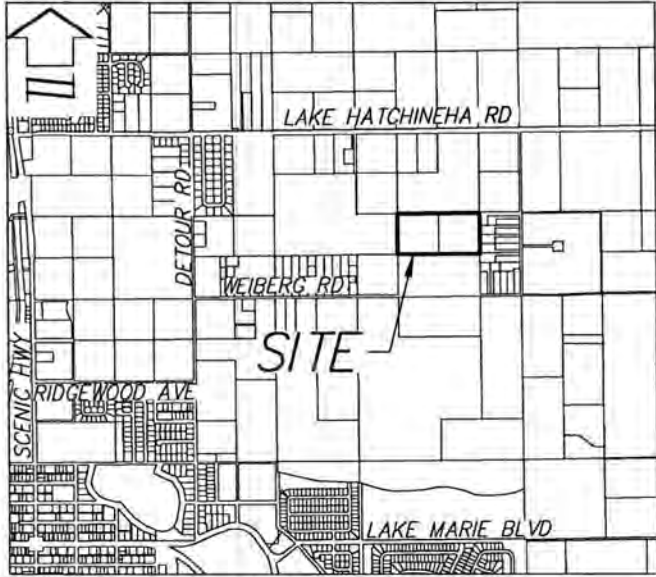
131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CH DEV LLC

DATE: 09/21/2023
 REV DATE:
 SCALE 1" = 300'

PROJ: 50167556
 DRAWN BY: AS
 CHECKED BY: V



VICINITY MAP:
NOT TO SCALE

LEGEND:

—	LINE BREAK	PG(S)	PAGE(S)
PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	A	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION
○	CHANGE IN DIRECTION		

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, AS BEING N00°22'02"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. INFORMATION SHOWN HEREON ARE CALCULATED BASED ON RECORDED DEEDS RETRIEVED FROM THE POLK COUNTY PROPERTY APPRAISER WEBSITE, CERTIFIED CORNER RECORDS RETRIEVED FROM THE LABINS WEBSITE AND POLK COUNTY GIS. NO FIELD WORK WAS INVOLVED IN THE PREPARATION OF THIS SKETCH AND LEGAL.
6. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
7. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 10/03/2023 PER FAC 5J-17.062(2).



William P
Hinkle

Digitally signed by
William P Hinkle
Date: 2023.10.03
13:46:41 -04'00'

WILLIAM P. HINKLE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633

DATE

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 3

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**WEIBERG ROAD DD
THE LANDING PHASE 2**

SECTION 22,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/22/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50167556
DRAWN BY: AS
CHECKED BY: W

Drawing name: C:\Users\wsamola\appdata\local\temp\McPublish_452218\50155285\surfsketch_Weiberg Road_CDD_Landing Phase 2_092821.dwg DEW desc. & sketch Sheet 2 Oct 01, 2023 9:24am by: wsamola

LEGAL DESCRIPTION:

A PORTION OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE RUN N00°22'02"W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.61 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE ALONG SAID NORTH LINE, RUN N89°25'37"E, A DISTANCE OF 661.75 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 AND ALSO THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE, RUN N00°21'01"W, A DISTANCE OF 666.06 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE DEPARTING SAID WEST LINE, RUN ALONG SAID NORTH LINE, N89°23'16"E, A DISTANCE OF 1323.90 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST QUARTER OF SECTION 22; THENCE ALONG SAID EAST LINE, RUN S00°18'59"E, A DISTANCE OF 666.97 FEET TO THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE ALONG SAID SOUTH LINE, RUN S89°25'37"W, A DISTANCE OF 1323.49 TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS

CONTAINING 20 ACRES, MORE OR LESS, PRIOR TO RIGHT OF WAY LESS OUTS.

SHEET 2 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

**WEIBERG ROAD DD
THE LANDING PHASE 2**

SECTION 22,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/22/2023

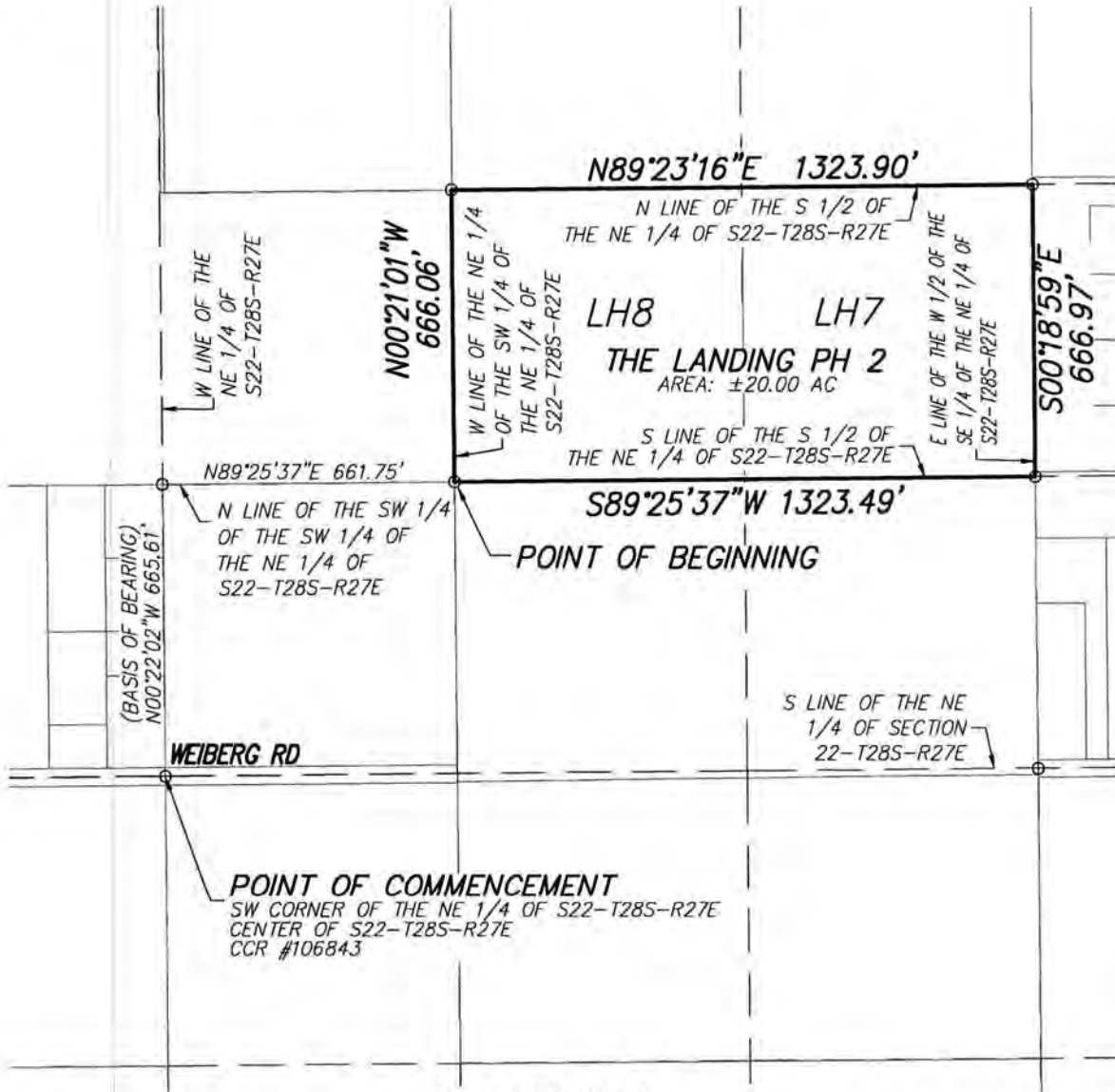
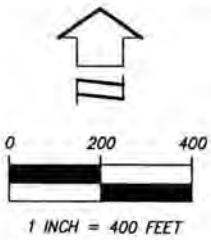
REV DATE:

SCALE 1" = N/A

PROJ: 50167556

DRAWN BY: AS

CHECKED BY: W



SHEET 3 OF 3

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD
THE LANDING PHASE 2

SECTION 22,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



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PREPARED FOR:

CH DEV LLC

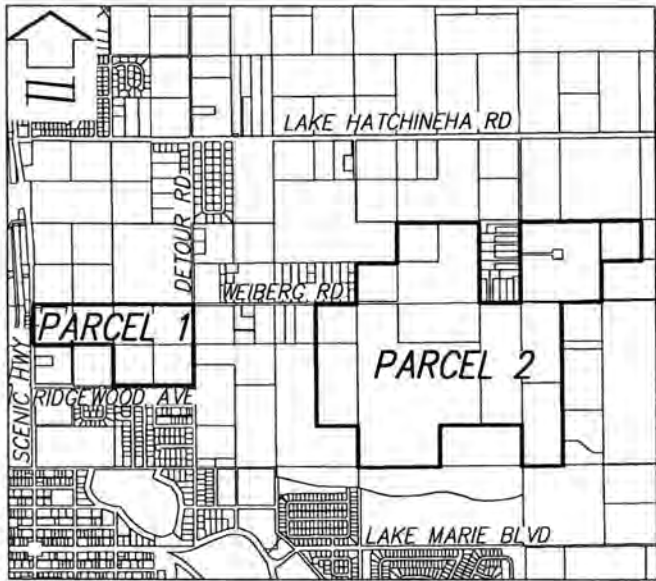
DATE: 09/22/2023
 REV DATE:
 SCALE 1" = 400'

PROJ: 50167556
 DRAWN BY: AS
 CHECKED BY: W

Drawing name: C:\Users\wsamuel\AppData\Local\Temp\AcPublish\50150285\50150285\sketch_Weiberg_Road_CDD_Landing Phase 2_092803.dwg DEW desc. & sketch_Sheet 3 Oct 03, 2023 9:24am by: wsamuel

COMPOSITE EXHIBIT 5

EXHIBIT 5



VICINITY MAP:
NOT TO SCALE

LEGEND:

—	LINE BREAK	PG(S)	PAGE(S)
PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	A	CENTRAL ANGLE
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R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION

SURVEY NOTES:

- 1. PARCEL 1**

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, AS BEING N89°42'09"E.

PARCEL 2

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, AS BEING N00°22'02"W.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
- THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
- THIS IS NOT A BOUNDARY SURVEY.
- INFORMATION SHOWN HEREON ARE CALCULATED BASED ON RECORDED DEEDS RETRIEVED FROM THE POLK COUNTY PROPERTY APPRAISER WEBSITE, CERTIFIED CORNER RECORDS RETRIEVED FROM THE LABINS WEBSITE AND POLK COUNTY GIS. NO FIELD WORK WAS INVOLVED IN THE PREPARATION OF THIS SKETCH AND LEGAL.
- THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
- THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 10/03/2023 PER FAC 5J-17.062(2).



William P Hinkle
Digitally signed by William P Hinkle
Date: 2023.10.03 13:43:35 -04'00'

WILLIAM P. HINKLE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633
THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 6

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

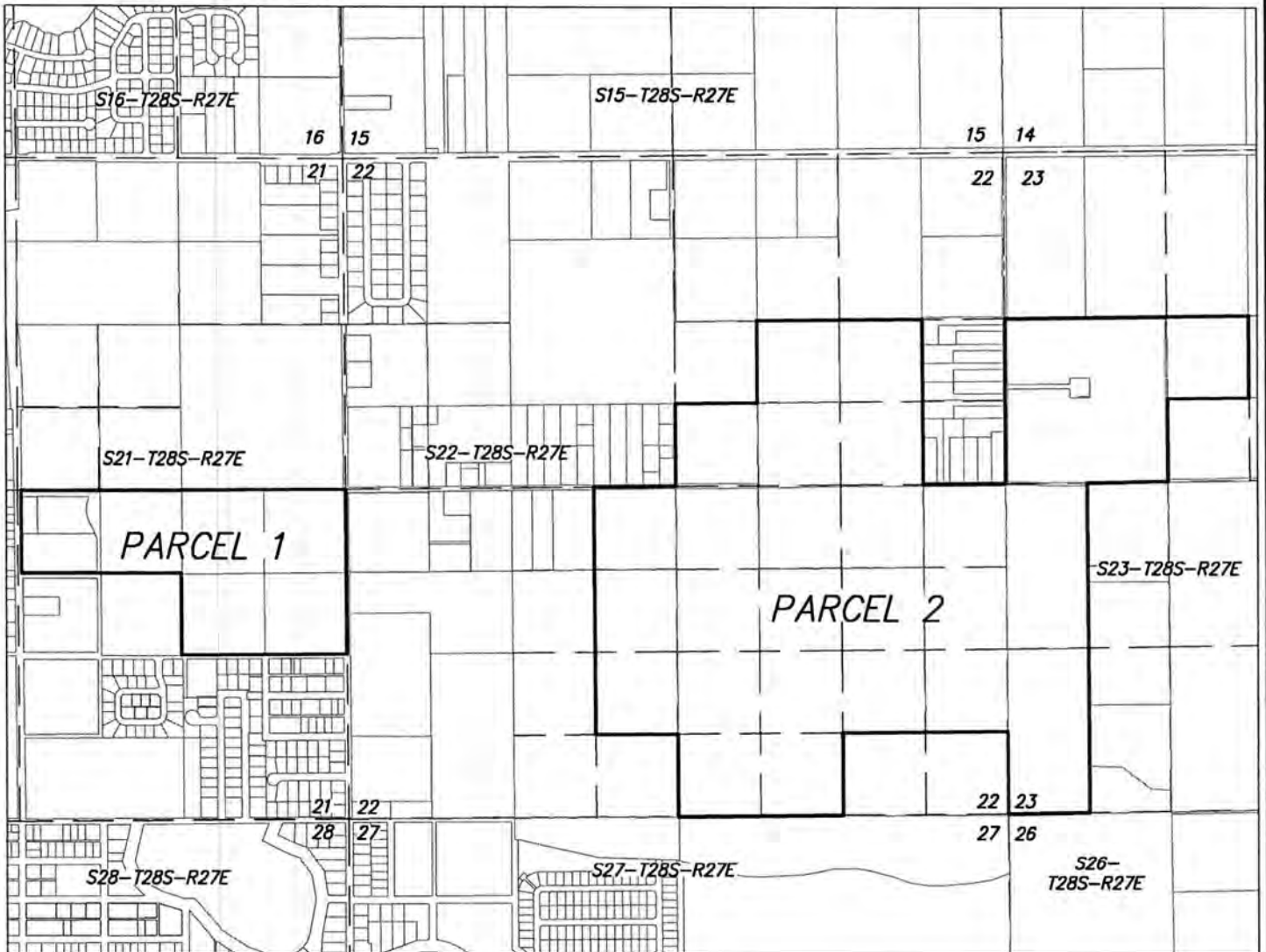
CH DEV LLC

DATE: 09/11/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50167556
DRAWN BY: WS
CHECKED BY: V

Drawing name: C:\Users\wsammofal\AppData\Local\Temp\AcPublish_452281(50156295)-sur\sketch_Weiberg_Road_CDD.dwg DEW desc. & sketch_Sheet 1 Oct 03, 2023 9:26am by wsammofal

KEY MAP:
NOT TO SCALE



SHEET 2 OF 6

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

- OF -

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/11/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50167556
DRAWN BY: WS
CHECKED BY: W

Drawing name: C:\Users\wsamadet\AppData\Local\Temp\AcPublish_45228\50156285\surfsketch_Weiberg_Road_CDD.dwg DEW desc. & sketch_Sheet 2 Oct 01, 2023 9:28am by: wsamadet

LEGAL DESCRIPTION:

PARCEL 1

A PORTION OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER 1/4 CORNER OF SAID SECTION 21; THENCE N89°42'09"E, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 28.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°42'09"E, A DISTANCE OF 2614.49 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S00°20'44"E, ALONG SAID EAST LINE, A DISTANCE OF 1330.68 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°35'32"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1322.69 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE N00°18'00"W, ALONG SAID WEST LINE, A DISTANCE OF 666.61 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°38'50"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1292.33 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY; THENCE N00°20'43"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 667.86 FEET TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS
CONTAINING 60 ACRES MORE OR LESS, PRIOR TO RIGHT OF WAY LESS OUTS.

PARCEL 2

A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE CENTER OF SAID SECTION 22; THENCE N00°22'02"W, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.61 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N89°25'37"E, ALONG THE NORTH LINE, A DISTANCE OF 661.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N00°21'01"W, ALONG THE WEST LINE, A DISTANCE OF 666.06 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°23'16"E, A DISTANCE OF 1323.90 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE S00°18'59"E, ALONG THE EAST LINE, A DISTANCE OF 1333.94 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE N89°27'59"E, ALONG THE NORTH LINE, A DISTANCE OF 661.55 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE N00°17'59"W, ALONG THE WEST LINE, A DISTANCE OF 1334.85 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°16'35"E, A DISTANCE OF 1964.64 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S00°23'20"E, ALONG THE EAST LINE, A DISTANCE OF 666.19 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S89°14'26"W, ALONG THE SOUTH LINE, A DISTANCE OF 655.23 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S00°21'33"E, ALONG THE EAST LINE, A DISTANCE OF 666.60 FEET NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S89°12'18"W, ALONG THE NORTH LINE, A DISTANCE OF 655.58 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°19'50"E, A DISTANCE OF 2669.06 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S89°03'24"W, ALONG THE SOUTH LINE, A DISTANCE OF 656.93 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22; THENCE N00°18'07"W, ALONG THE EAST LINE, A DISTANCE OF 668.38 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE S89°27'51"W, ALONG THE SOUTH LINE, A DISTANCE OF 1323.07 FEET TO A POINT ON THE EAST LINE OF THE 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S00°18'09"E, ALONG THE EAST LINE, A DISTANCE OF 667.48 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE S89°30'11"W, ALONG THE SOUTH LINE, A DISTANCE OF 1323.06 FEET TO A POINT OF THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE N00°18'12"W, ALONG THE WEST LINE, A DISTANCE OF 667.27 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S89°31'46"W, ALONG THE SOUTH LINE, A DISTANCE OF 661.93 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SAID SECTION 22; THENCE N00°18'50"W, ALONG THE WEST LINE, A DISTANCE OF 2000.36 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE N89°24'17"E, ALONG THE SOUTH LINE, A DISTANCE OF 662.31 FEET TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS
CONTAINING 31.3 ACRES MORE OR LESS, PRIOR TO RIGHT OF WAY LESS OUTS.

SHEET 3 OF 6

(SEE SHEET 4-6 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
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CERTIFICATE OF AUTHORIZATION NO. LB 8011

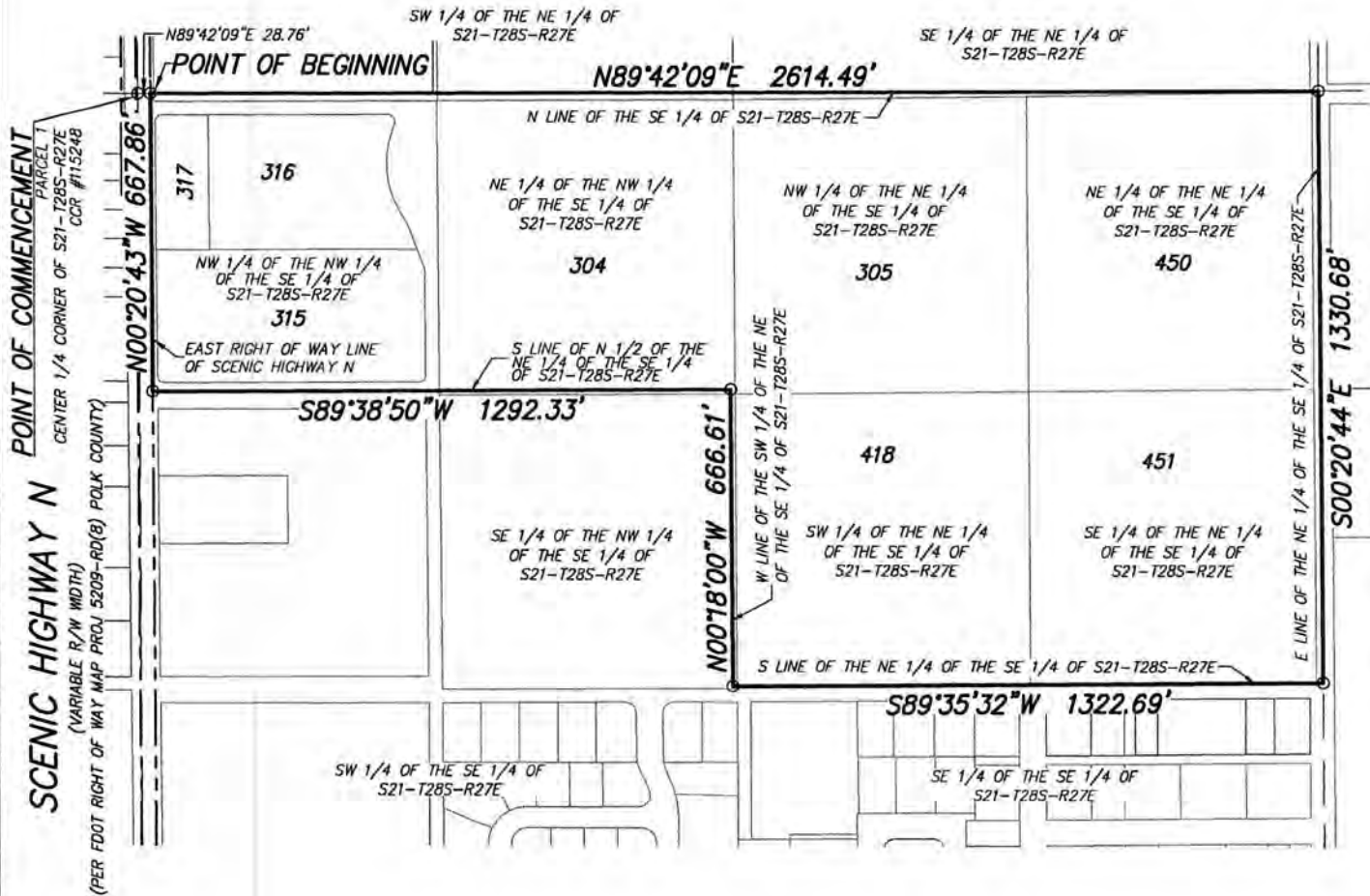
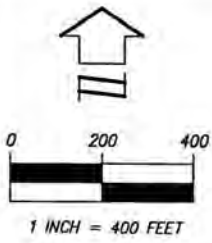
PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50167556
DRAWN BY: WS
CHECKED BY: W

Drawing name: C:\Users\wsamola\AppData\Local\Temp\Mapublish_45228(50155285)-surfsketch_weiberg Road_DD.dwg DEW desc: & sketch Sheet 3 Oct 03, 2021 9:28am by: wsamola



SHEET 4 OF 6

(SEE SHEET 3 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104

WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023

REV DATE:

SCALE 1" = 400'

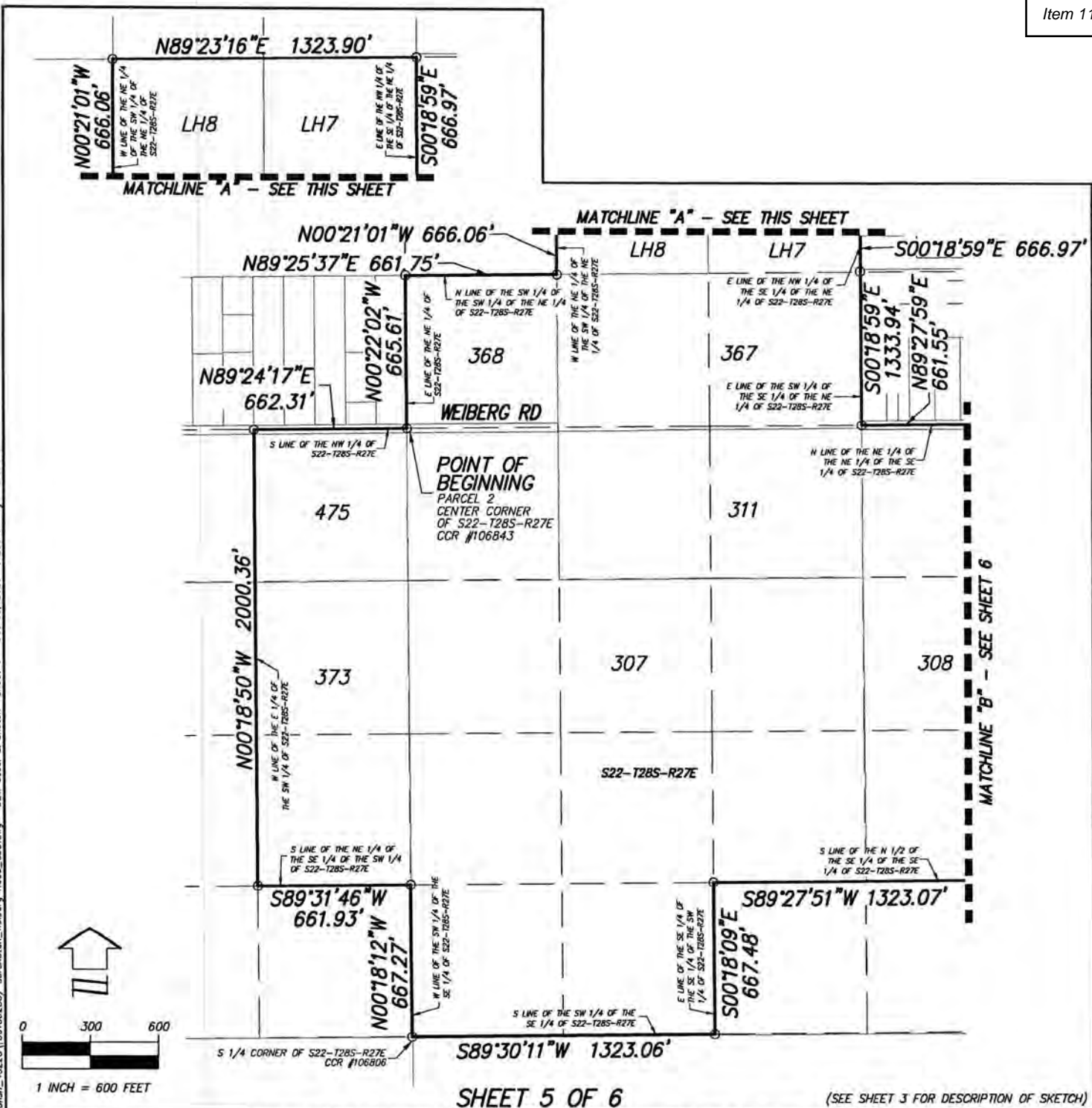
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DRAWN BY: WS

CHECKED BY: W

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SHEET 5 OF 6

(SEE SHEET 3 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

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CERTIFICATE OF AUTHORIZATION No. LB 8011

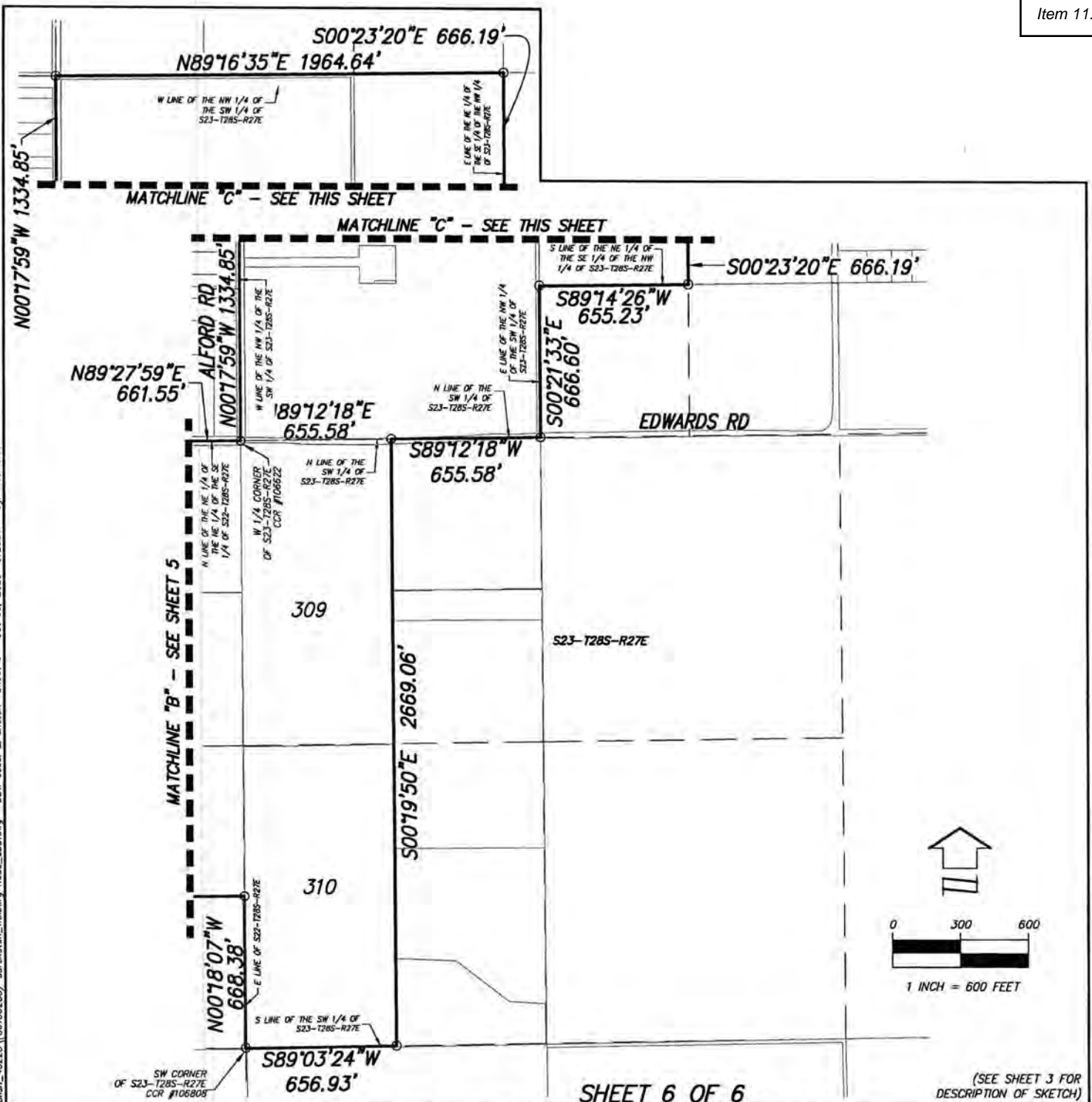
PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023
REV DATE:
SCALE 1" = 600'

PROJ: 50167556
DRAWN BY: WS
CHECKED BY: W

Drawing name: C:\Users\wasomalot\appdata\local\temp\AcPublish_452228(50156285)-sketch_Weiberg_Road_CDD.dwg DEW desc. & sketch_Sheet 6 Oct 03, 2023 9:28am by: wasomalot




SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
WEIBERG ROAD DD

SECTIONS 22 & 23,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA



Dewberry

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CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CH DEV LLC

DATE: 09/06/2023
 REV DATE:
 SCALE 1" = 600'

PROJ: 50167556
 DRAWN BY: WS
 CHECKED BY: W

COMPOSITE EXHIBIT 6

**CONSENT AND JOINDER OF LANDOWNER TO INCLUSION
IN THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof (“**Property**”).

The undersigned understands and acknowledges that the Weiberg Road Community Development District (the “**District**”) intends to submit a petition to amend the boundaries of the District in accordance with the provisions of Chapter 190, *Florida Statutes*, to add the Property within the District thereby expanding the external boundaries of the District.

As the owner of the Property which is intended to be added within the external boundaries of the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.046(1)(e), *Florida Statutes*, the District is required to include the written consent of one hundred percent (100%) of the owners of the lands that are to be added to the District.

The undersigned hereby consents to the inclusion of the Property within the external boundaries of the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the amendment of the District’s external boundaries.

The undersigned acknowledges that the consent will remain in full force and effect until the District’s external boundaries are amended or three years from the date hereof, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by the District, consent to inclusion of the Property within the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[signatures on following page]

Executed this 7th day of October, 2022.

WITNESSES:

SLC IRA, LLC, a Florida limited liability company

Bobbie Henley
Print Name: Bobbie Henley

Steven L. Cassidy
By: Steven L. Cassidy
Its: Manager

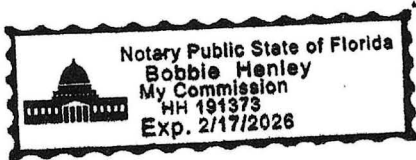
Jessica Petrucci
Print Name: Jessica Petrucci

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7 day of October, 2022, by Steven L. Cassidy, as Manager of SLC IRA, LLC, who is personally known to me or who has produced _____ as identification.

[notary seal]

Bobbie Henley
Print Name: Bobbie Henley
Notary Public, State of Florida



Executed this 7th day of October, 2022.

WITNESSES:

ABC IRA, LLC, a Florida limited liability company

Bobbie Henley

Print Name: Bobbie Henley

Albert B. Cassidy

By: Albert B. Cassidy
Its: Manager

Jessica Petrucci

Print Name: Jessica Petrucci

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7 day of October, 2022, by Albert B. Cassidy, as Manager of ABC IRA, LLC, who is personally known to me or who has produced _____ as identification.

[notary seal]

Bobbie Henley

Print Name: Bobbie Henley
Notary Public, State of Florida

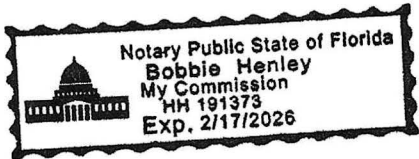


Exhibit A:
LEGAL DESCRIPTION

Parcel Id. Number: 272823-000000-032020; Parcel Id. Number: 272823-000000-034030; Parcel Id. Number: 272823-000000-034020; Parcel Id. Number: 272823-000000-034010

LEGAL DESCRIPTION – ALFORD RIDGE

A PARCEL OF LAND LYING IN NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 23, RUN THENCE ALONG THE EAST BOUNDARY OF SAID NORTHWEST 1/4, S.00°25'01"E., A DISTANCE OF 1331.48 FEET TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF SAID NORTHWEST 1/4; THENCE ALONG SAID NORTH BOUNDARY, S.89°16'33"W., A DISTANCE OF 654.86 FEET TO THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 FOR A POINT OF BEGINNING; THENCE ALONG SAID EAST BOUNDARY, S.00°23'15"E., A DISTANCE OF 666.17 FEET TO THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4; THENCE ALONG SAID SOUTH BOUNDARY, S.89°14'19"W., A DISTANCE OF 655.21 FEET TO THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE ALONG SAID EAST BOUNDARY, S.00°21'29"E., A DISTANCE OF 646.50 FEET TO THE NORTH MAINTAINED RIGHT OF WAY OF EDWARDS ROAD ACCORDING TO THE POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF EDWARDS ROAD, RECORDED IN MAP BOOK 10, PAGES 31 THROUGH 36 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH MAINTAINED RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: 1) S.88°37'56"W., A DISTANCE OF 7.86 FEET; 2) S.87°01'01"W., A DISTANCE OF 100.08 FEET; 3) S.88°09'43"W., A DISTANCE OF 66.16 FEET TO THE NORTH RIGHT OF WAY OF EDWARDS ROAD BY DEED EXCEPTION, BEING 15.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID NORTHWEST 1/4; THENCE ALONG THE NORTH DEEDED RIGHT OF WAY, S.89°12'04"W., A DISTANCE OF 1026.21 FEET TO SAID NORTH MAINTAINED RIGHT OF WAY OF EDWARDS ROAD; THENCE ALONG SAID NORTH MAINTAINED RIGHT OF WAY THE FOLLOWING TWO (2) COURSES: 1) N.88°58'26"W., A DISTANCE OF 7.65 FEET; 2) S.89°18'27"W., A DISTANCE OF 88.09 FEET TO EAST MAINTAINED RIGHT OF WAY OF ALFORD ROAD ACCORDING TO THE POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF EDWARDS AND ALFORD ROAD, RECORDED IN MAP BOOK 1, PAGES 24 THROUGH 26 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST MAINTAINED RIGHT OF WAY, N.00°45'20"W., A DISTANCE OF 21.68 FEET TO THE EAST RIGHT OF WAY OF ALFORD ROAD BY DEED EXCEPTION, BEING 15.00 FEET EAST OF AND PARALLEL WITH THE WEST BOUNDARY OF SAID NORTHWEST 1/4; THENCE ALONG SAID EAST DEEDED RIGHT OF WAY, N.00°17'57"W., A DISTANCE OF 1297.80 FEET TO AFORESAID NORTH BOUNDARY OF THE SOUTH 1/2 OF THE NORTHWEST 1/4; THENCE ALONG SAID NORTH BOUNDARY, N.89°16'33"E., A DISTANCE OF 1949.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 49.236 ACRES, MORE OR LESS.

**CONSENT AND JOINDER OF LANDOWNER TO INCLUSION
IN THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof (“**Property**”).

The undersigned understands and acknowledges that the Weiberg Road Community Development District (the “**District**”) intends to submit a petition to amend the boundaries of the District in accordance with the provisions of Chapter 190, *Florida Statutes*, to add the Property within the District thereby expanding the external boundaries of the District.

As the owner of the Property which is intended to be added within the external boundaries of the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.046(1)(e), *Florida Statutes*, the District is required to include the written consent of one hundred percent (100%) of the owners of the lands that are to be added to the District.

The undersigned hereby consents to the inclusion of the Property within the external boundaries of the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the amendment of the District’s external boundaries.

The undersigned acknowledges that the consent will remain in full force and effect until the District’s external boundaries are amended or three years from the date hereof, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by the District, consent to inclusion of the Property within the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[signatures on following page]

Executed this 7th day of October, 2022.

WITNESSES:

NORTHEAST POLK LAND INVESTMENTS, LLC, a Florida limited liability company

Bobbie Henley
Print Name: Bobbie Henley

Steven L. Cassidy
By: Steven L. Cassidy
Its: Manager

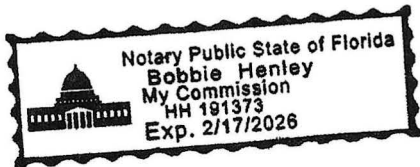
Jessica Petrucci
Print Name: Jessica Petrucci

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7 day of October, 2022, by Steven L. Cassidy, as Manager of Northeast Polk Land Investments, LLC, who is personally known to me or who has produced _____ as identification.

[notary seal]

Bobbie Henley
Print Name: Bobbie Henley
Notary Public, State of Florida



Executed this 7th day of October, 2022.

WITNESSES:

NORTHEAST POLK LAND INVESTMENTS, LLC, a Florida limited liability company

Bobbie Henley

Print Name: Bobbie Henley

Albert B. Cassidy

By: Albert B. Cassidy
Its: Manager

Jessica Petrucci

Print Name: Jessica Petrucci

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7 day of October, 2022, by Albert B. Cassidy, as Manager of Northeast Polk Land Investments, LLC, who is personally known to me or who has produced _____ as identification.

[notary seal]

Bobbie Henley

Print Name: Bobbie Henley
Notary Public, State of Florida

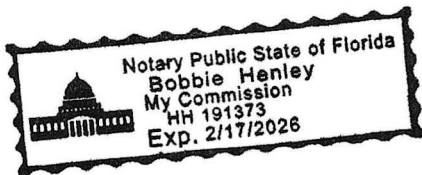


Exhibit A:
LEGAL DESCRIPTION

Parcel Id. Number: 272822-000000-014010 & Parcel Id. Number: 272822-000000-012030:

DESCRIPTION: (Per Official Records Book 12051, Page 1419)

The Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida.

AND

The Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida.

**CONSENT AND JOINDER OF LANDOWNER TO CONTRACTION
IN THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof (“**Property**”).

The undersigned understands and acknowledges that the Weiberg Road Community Development District (the “**District**”) intends to submit a petition to amend the boundaries of the District in accordance with the provisions of Chapter 190, *Florida Statutes*, to remove the Property within the District thereby contracting the external boundaries of the District.

As the owner of the Property which is intended to be removed within the external boundaries of the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.046(1)(e), *Florida Statutes*, the District is required to include the written consent of one hundred percent (100%) of the owners of the lands that are to be removed from the District.

The undersigned hereby consents to the removal of the Property within the external boundaries of the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the amendment of the District’s external boundaries.

The undersigned acknowledges that the consent will remain in full force and effect until the District’s external boundaries are amended or three years from the date hereof, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by the District, consent to removal of the Property within the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[signatures on following page]

Executed this 7 day of October, 2022.

WITNESSES:

GLK LAKE TRASK, LLC, a Florida limited liability company

Lindsey Roden
Print Name: Lindsey Roden

[Signature]
By: Lauren O. Schwenk
Its: Manager

Jessica Petrucci
Print Name: Jessica Petrucci

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7 day of October, 2022, by Lauren O. Schwenk, as Manager of GLK Lake Trask, LLC, who is personally known to me or who has produced _____ as identification.

[notary seal]

Lindsey E. Roden
Print Name Lindsey E. Roden
Notary Public, State of Florida

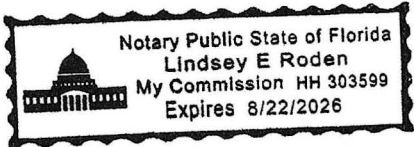


Exhibit A:
LEGAL DESCRIPTION

DESCRIPTION: A parcel of land lying in Section 22, Township 28 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 22, run thence along the West line thereof, S.00°18'53"E, a distance of 20.00 feet to the South Right-of-Way of Weiberg Road, said point also being the **POINT OF BEGINNING**; thence along said South Right-of-Way, N.89°18'34"E, a distance of 50.00 feet to a point on a line 50.00 feet East of and parallel with the West line of the East 1/4 of the Southwest 1/4 of said Section 22; thence along said parallel line, S.00°18'53"E, a distance of 102.98 feet; thence N.90°00'00"E., a distance of 179.27 feet; thence S.36°19'39"E., a distance of 524.37 feet; thence S.00°30'16"E., a distance of 479.56 feet; thence S.41°56'49"E., a distance of 589.78 feet; thence S.26°37'41"W., a distance of 593.81 feet to the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Said Section 22; thence along the South line thereof, S.89°30'28"W, a distance of 661.93 feet to the Southwest corner of said Northeast 1/4; thence along the West line of the East 1/4 of the Southwest 1/4 of said Section 22, N.00°18'55"W, a distance of 1979.58 feet to the **POINT OF BEGINNING**.

Containing 26.915 acres, more or less.

EXHIBIT 7

RESOLUTION 2022-34

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRPERSON AND DISTRICT STAFF TO FILE A PETITION WITH THE TOWN OF DUNDEE, FLORIDA, REQUESTING THE ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("Act"), as established by Ordinance No. 22-27, adopted by the Town Commission of the Town of Dundee, Florida, effective September 13, 2022 (the "**Ordinance**"), and being situated within the Town of Dundee, Florida (the "**Town**"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, operate and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 298.28 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, the developer of the lands within the District ("**Developer**"), has approached the District and requested the District petition to amend its boundaries to add approximately 68.53 acres of land ("**Expansion Parcels**"), more or less, as depicted in **Exhibit A**, and to remove approximately 26.915 acres ("**Contraction Parcel**"), as more particularly described in the attached **Exhibit B** (together, "**Boundary Amendment Parcels**"); and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, addition of the Expansion Parcels and removal of the Contraction Parcel is not inconsistent with either the State or local comprehensive plans; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District’s Board of Supervisors (“Board”); and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the Town, and such other actions as are necessary in furtherance of the boundary amendment process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs the Chairperson and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the Town to seek the amendment of the District’s boundaries to remove the Contraction Parcel depicted in **Exhibit B** and add the Expansion Parcels depicted in **Exhibit A**, pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District’s boundaries.

SECTION 3. The Board hereby authorizes the District Chairperson, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the Town and/or the County to amend the boundaries of the District.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 21ST day of September 2022.

ATTEST:

WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT

Jill Burns

Rennie Heath

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

- Exhibit A:** Expansion Parcels
- Exhibit B:** Contraction Parcel

EXHIBIT A
Expansion Parcels

272822-000000-014010	LH8	10.12
272822-000000-012030	LH7	10.12
272823-000000-032020	425	10.02
272823-000000-034030	424	0.03
272823-000000-034020	423	1.04
272823-000000-034010	422	37.20

EXHIBIT B
Contraction Parcel

Description Sketch
(Not A Survey)



DESCRIPTION: A parcel of land lying in Section 22, Township 28 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

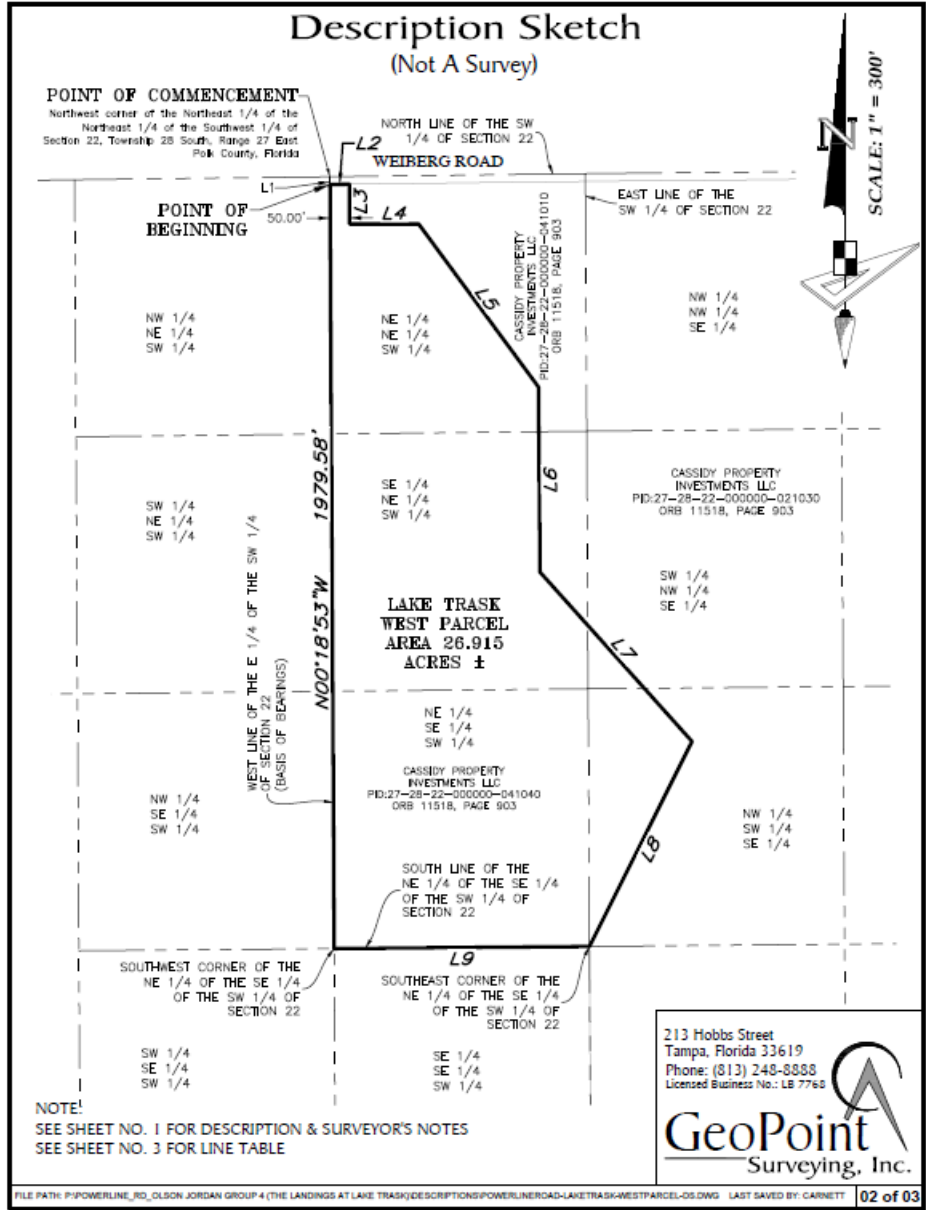
COMMENCE at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 22, run thence along the West line thereof, S.00°18'53"E., a distance of 20.00 feet to the South Right-of-Way of Weiberg Road, said point also being the **POINT OF BEGINNING**; thence along said South Right-of-Way, N.89°18'34"E., a distance of 50.00 feet to a point on a line 50.00 feet East of and parallel with the West line of the East 1/4 of the Southwest 1/4 of said Section 22; thence along said parallel line, S.00°18'53"E., a distance of 102.98 feet; thence N.90°00'00"E., a distance of 179.27 feet; thence S.36°19'39"E., a distance of 524.37 feet; thence S.00°30'18"E., a distance of 479.56 feet; thence S.41°56'49"E., a distance of 589.78 feet; thence S.26°37'41"W., a distance of 593.81 feet to the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Said Section 22; thence along the South line thereof, S.89°30'28"W., a distance of 661.93 feet to the Southwest corner of said Northeast 1/4; thence along the West line of the East 1/4 of the Southwest 1/4 of said Section 22, N.00°18'53"W., a distance of 1979.58 feet to the **POINT OF BEGINNING**.

Containing 26.915 acres, more or less.

SURVEYOR'S NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, HAVING AN ASSUMED BEARING OF N.00°18'53"W.
- 2) I DO HEREBY CERTIFY THAT THIS SKETCH & DESCRIPTION WAS MADE UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS STATED IN RULES 5J-17.051, 5J-17.052, AND 5J-17-053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
- 3) SEE SHEET NO. 2 FOR SKETCH
SEE SHEET NO. 3 FOR LINE TABLE.

PROJECT: Powerline Road Olson Jordan		Prepared For: Absolute Engineering	
PHASE: Lake Trask West Parcel		Date: 2022.09.21	
DRAWN: JCM	DATE: 08/15/22	CHECKED BY: MHC	17:47:25
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
09/01/22	Updated DS to revised limits of area	CMA	
09/21/22	Updated Sketch to revised limits of area	CMA	
			
		Charles M. Arnett FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6884	
			
		213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768	
FILE PATH: P:\POWERLINE_RD_OLSON_JORDAN GROUP 4 (THE LANDINGS AT LAKE TRASK)\DESCRIPTIONS\POWERLINEROAD-LAKE TRASK-WESTPARCEL-05.DWG. LAST SAVED BY: CARNETT			
			01 of 03



Description Sketch

(Not A Survey)

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	S 00°18'53" E	20.00'
L2	N 89°18'34" E	50.00'
L3	S 00°18'53" E	102.98'
L4	N 90°00'00" E	179.27'
L5	S 36°19'39" E	524.37'
L6	S 00°30'16" E	479.56'
L7	S 41°56'49" E	589.78'
L8	S 26°37'41" W	593.81'
L9	S 89°30'28" W	661.93'

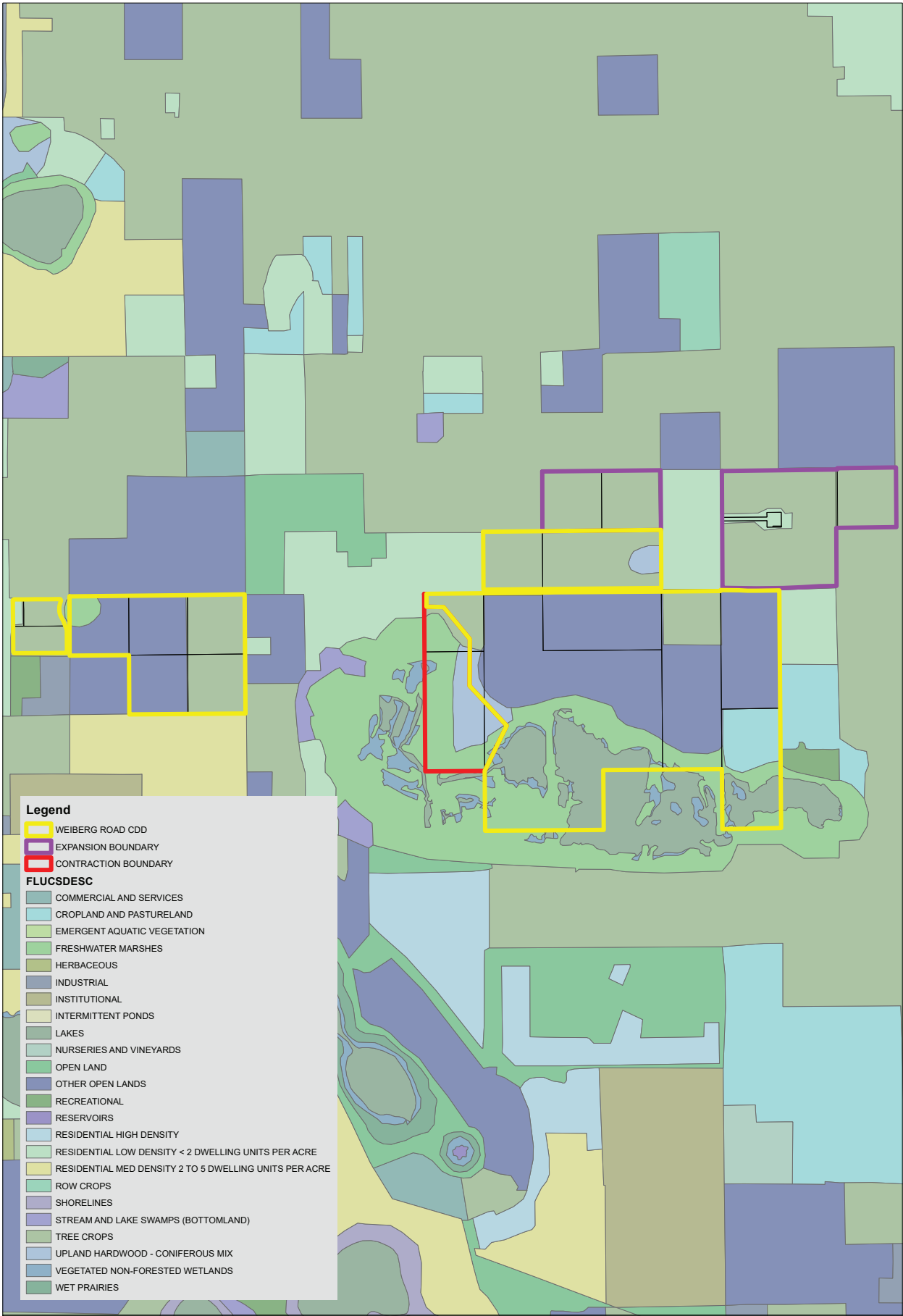
NOTE:
SEE SHEET NO. 1 FOR DESCRIPTION & SURVEYOR'S NOTES
SEE SHEET NO. 2 FOR SKETCH

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768


GeoPoint
Surveying, Inc.

FILE PATH: P:\POWERLINE_RD_OLSON JORDAN GROUP 4 (THE LANDINGS AT LAKE TRASH)\DESCRIPTIONS\POWERLINEROAD-LAKETRASH-WESTPARCEL-05.DWG LAST SAVED BY: CARNETT 03 of 03

COMPOSITE EXHIBIT 8



Legend

- WEIBERG ROAD CDD
- EXPANSION BOUNDARY
- CONTRACTION BOUNDARY

FLUCSDESC

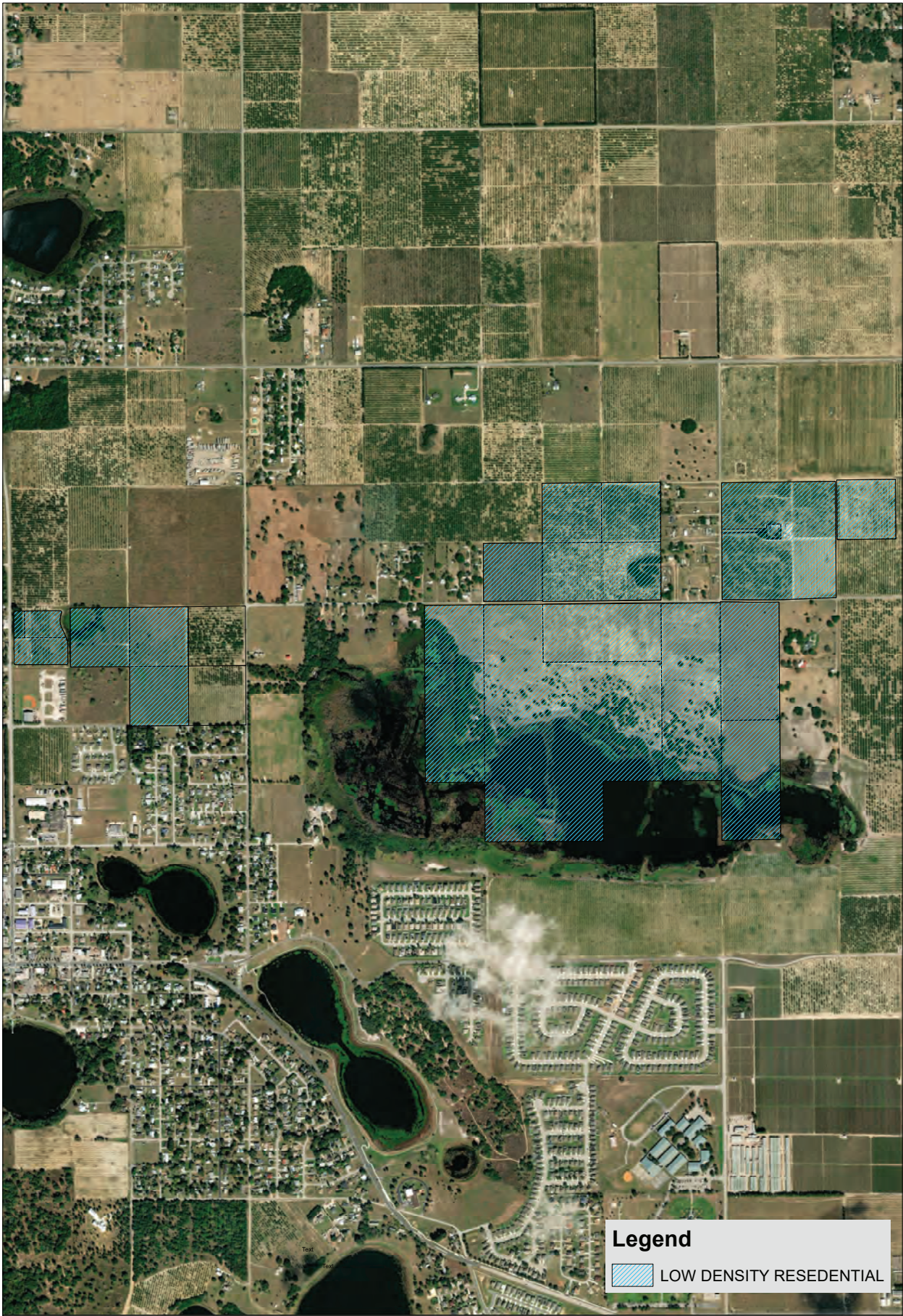
- COMMERCIAL AND SERVICES
- CROPLAND AND PASTURELAND
- EMERGENT AQUATIC VEGETATION
- FRESHWATER MARSHES
- HERBACEOUS
- INDUSTRIAL
- INSTITUTIONAL
- INTERMITTENT PONDS
- LAKES
- NURSERIES AND VINEYARDS
- OPEN LAND
- OTHER OPEN LANDS
- RECREATIONAL
- RESERVOIRS
- RESIDENTIAL HIGH DENSITY
- RESIDENTIAL LOW DENSITY < 2 DWELLING UNITS PER ACRE
- RESIDENTIAL MED DENSITY 2 TO 5 DWELLING UNITS PER ACRE
- ROW CROPS
- SHORELINES
- STREAM AND LAKE SWAMPS (BOTTOMLAND)
- TREE CROPS
- UPLAND HARDWOOD - CONIFEROUS MIX
- VEGETATED NON-FORESTED WETLANDS
- WET PRAIRIES

TOWN OF DUNDEE

ACRES = 298.28

**COMPOSITE EXHIBIT 8 -
EXISTING LAND USE MAP
WEIBERG ROAD CDD**





TOWN OF DUNDEE

ACRES = 298.28

COMPOSITE EXHIBIT 8 - FUTURE LAND USE MAP WEIBERG ROAD CDD

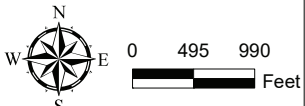
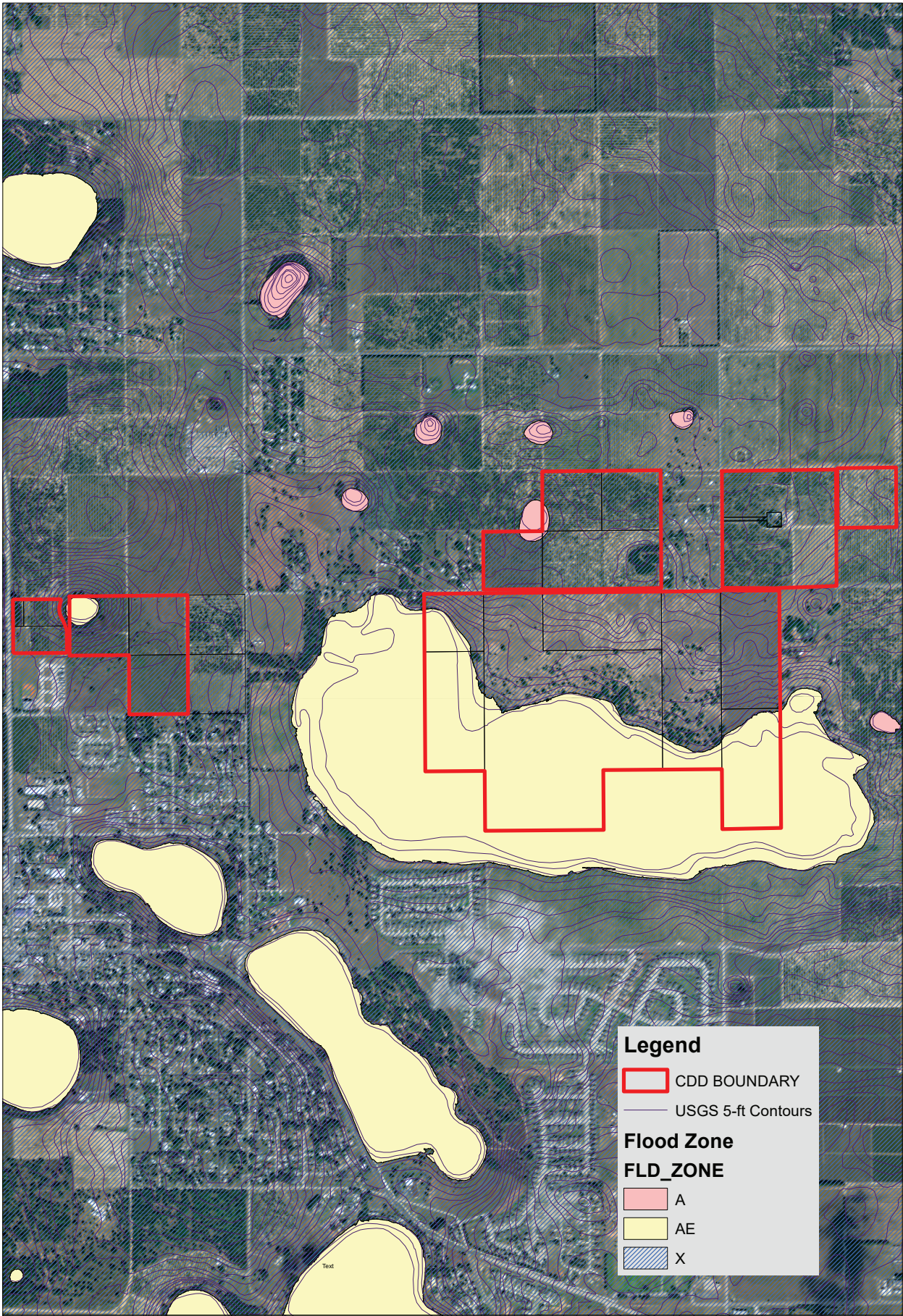


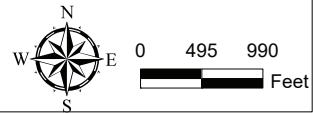
EXHIBIT 9



TOWN OF DUNDEE

EXHIBIT 9 - DRAINAGE AND UTILITIES WEIBERG ROAD CDD

ACRES = 298.28



COMPOSITE EXHIBIT 10

Weiberg Road CDD - Composite Exhibit 10

Summary of Proposed District Facilities and Summary of Probable Cost

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	Town of Dundee	District Bonds	Town of Dundee
Street Lighting/Conduit	District	District	District Bonds	Duke Energy**
Road Construction	District	District	District Bonds	District
Parks & Amenities	District	District	District Bonds	District
Offsite Improvements	District	Town of Dundee	District Bonds	Town of Dundee

*Costs not funded by bonds will be funded by the developer.

**District will fund street lighting maintenance services.

<u>Infrastructure</u>	<u>Landing at Lake Trask Ph 1 404 Lots (Existing) 2022-2026</u>	<u>Landing at Lake Trask Ph 2A 103 Lots (Existing) 2022-2026</u>	<u>Landing at Lake Trask Ph 2B 65 Lots (Expansion) 2022-2026</u>	<u>Eagle Landing 206 Lots (Existing) 2022-2026</u>	<u>Alford Ridge 178 Lots (Expansion) 2022-2026</u>	<u>Total 956 Lots</u>
Offsite Improvements (1)(5)(7)(11)	\$1,466,114.00	\$451,112.00	\$163,710.00	\$749,428.00	\$647,564.00	\$3,314,218.00
Stormwater Management (1)(2)(3)(5)(6)(7)	\$1,912,638.00	\$588,504.00	\$213,570.00	\$977,676.00	\$844,788.00	\$4,323,606.00
Utilities (Water, Sewer, & Street Lighting) (1)(5)(7) (9)(11)	\$3,327,168.00	\$1,023,992.00	\$371,610.00	\$1,701,148.00	\$1,469,924.00	\$7,522,232.00
Roadway (1)(4)(5)(7)	\$1,912,638.00	\$588,504.00	\$213,570.00	\$977,676.00	\$844,788.00	\$4,323,606.00
Entry Feature (1)(7)(8)(9)(11)	\$200,000.00	\$100,000.00	\$100,000.00	\$200,000.00	\$200,000.00	\$700,000.00
Parks and Amenities (1)(7)(11)	\$689,130.00	\$212,040.00	\$76,950.00	\$352,260.00	\$304,380.00	\$1,557,810.00
General Consulting (11)	\$953,498.00	\$293,384.00	\$106,470.00	\$487,396.00	\$421,148.00	\$2,155,426.00
Contingency (11)	\$1,049,009.00	\$322,772.00	\$117,135.00	\$536,218.00	\$463,334.00	\$2,371,333.00
TOTAL	\$11,510,195.00	\$3,580,308.00	\$1,363,015.00	\$5,981,802.00	\$5,195,926.00	\$27,631,246.00

Notes:

(1) District to be constructed as four (4) phases.

(2) Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.

(3) Excludes grading of each lot in conjunction with home construction, which will be provided by home builder.

(4) Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.

(5) Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.

(6) Includes subdivision infrastructure and civil/site engineering.

(7) Stormwater does not include grading associated with building pads.

(8) Estimates are based on 2022 cost.

(9) Includes entry features, signage, hardscape, landscape, irrigation and fencing.

(10) CDD will enter into a Lighting Agreement with Duke Energy for the lighting service. Includes only the incremental cost of undergrounding.

(11) Estimates based on 956 lots.

(12) The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).

EXHIBIT 11

STATEMENT OF ESTIMATED REGULATORY COSTS

For the Petition to Amend the Boundaries of the Weiberg Road CDD

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to amend the boundaries of the **Weiberg Road Community Development District** (the “District”). The District is an independent unit of special-purpose local government established pursuant to Chapter 190, Florida Statutes by the Town of Dundee, Florida Ordinance No. 22-27, adopted on September 13, 2022. The District is comprised of approximately 298.28 acres and located within the Town of Dundee, Florida (the “Town”) within Polk County, Florida (“County”). The project is currently planned for approximately 713 residential units. The District desires to amend the boundaries by adding approximately 69.476 acres (the “Expansion Area”) and removing approximately 26.915 acres (the “Contraction Area”) from the existing District. The Expansion Area is planned to include approximately 243 single-family residential units. Upon amendment of the boundary, the District will include 343.391 acres and 956 planned residential units. The SERC provides the information required by Section 190.005 and Section 120.541, Florida Statutes. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

“That the process of establishing¹ such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

1.2 Overview of the Weiberg Road Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the lands within the Weiberg Road development. The District, as amended, will encompass approximately 343.391 acres.

The development plan for the lands within the District, as amended, includes approximately 956 residential units. All units are authorized for inclusion within the District. A Community Development District (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers.” Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the county in

¹ Same limitations apply for a SERC accompanying the petition to amend the boundaries of a CDD.

which the CDD lies. A CDD does not have the permitting, zoning or police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as the District. The scope of this SERC is limited to evaluating the economic consequences of approving the petition to amend the boundaries of the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency², and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency’s decision not to implement alternatives that would reduce adverse impacts on small businesses.

² For the purposes of this SERC, the term “agency” means the Town of Dundee and the term “rule” means the ordinance(s) which Dundee adopted to create or amend the District.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternative submitted under paragraph (1)(a) of Sec. 120.541, Florida Statute, and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

A description and analysis of the requirements are set forth below.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

It is unlikely the expansion of the District will meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the District, as amended, encompasses a community designed for approximately 956 residential units. These units and their owners and or tenants will fall under the jurisdiction of the District upon construction or sale. Prior to sale of any units, all of the land within the District will be under the jurisdiction of the District and be required to comply with the establishing ordinance.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed expansion of the District. The boundary amendment, as proposed, will be processed by the Town, per section 190.046(1)(b), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are minimal, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the District must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs. Please note that since the District already exists and the petition is to amend the boundaries of the District, it is unlikely that there will be any additional

costs to the State.

Town of Dundee

The District currently exists and the petition is to expand the boundaries of the District. After expansion, the District will consist of approximately 343.391 acres. The Town and its staff will process and analyze the petition pursuant to Section 190.046(1)(b) Florida Statutes, conduct a public hearing with respect to the petition, and vote upon the petition to amend the boundaries of the District. These activities will absorb some resources. However, the petition filing fee is anticipated to cover the Town’s costs for review of the petition to amend the boundaries.

These costs to the Town are modest for a number of reasons. First, review of the petition to amend the District boundaries does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning changes that are far more complex than is the petition to amend the boundaries of a community development district.

The annual costs to the Town attributable to the expansion of the District are minimal, if any. The District is an independent unit of special-purpose local government. The only annual costs the Town faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the Town. It should be noted that since the District already exists, the inclusion of the Expansion Area within the boundaries of the District should not impact the Town’s annual costs.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of special-purpose local government. It is designed to provide community facilities and services to serve the development. The District has its own sources of revenue to provide and maintain such facilities and services. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any unit of local government. In accordance with State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the District, as amended, may provide. It is anticipated that the offsite improvements, stormwater facilities, lift stations/water/sewer, street lighting, roadway, entry feature & signage, parks & amenities and other costs, as described in Table 1, will be financed by the District, although some of the

infrastructure facilities will be dedicated to other governments for operations. Those governments will collect the associated revenues required to operate and maintain those systems.

**Table 1.
Weiberg Road Community Development District Summary of Proposed District Facilities**

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	Town of Dundee	District Bonds	Town of Dundee
Street Lighting/Conduit	District	District	District Bonds	Duke Energy**
Road Construction	District	District	District Bonds	District
Parks & Amenities	District	District	District Bonds	District
Offsite Improvements	District	Town of Dundee	District Bonds	Town of Dundee

*Costs not funded by bonds will be funded by the developer.

** District will fund street lighting maintenance services

The petitioner has estimated the design and development costs for providing the capital facilities in the Expansion Area. The cost estimates are shown in Table 2 below. The Expansion Area, design and development costs for these facilities are estimated to be \$6,558,941. The District and/or the developer may pay these construction and development costs. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all properties in the District that specially benefit from the District’s capital improvement program.

Future landowners in the District shall be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance, assuming such bonds are issued by the District. In addition to the levy of non-ad valorem assessments for debt service, the District shall also impose a non-ad valorem assessments to fund the operations and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of the affected property by purchasing such property choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having higher levels and types of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through higher cost of developer equity and/or bank loans.

**Table 2.
Weiberg Road Community Development District Expansion Property –
Engineer’s Estimate of Probable Costs**

<u>Infrastructure</u>	<u>Landing at Lake Trask Ph 1 404 Lots (Existing) 2022-2026</u>	<u>Landing at Lake Trask Ph 2A 103 Lots (Existing) 2022-2026</u>	<u>Landing at Lake Trask Ph 2B 63 Lots (Expansion) 2022-2026</u>	<u>Engle Landing 206 Lots (Existing) 2022-2026</u>	<u>Alford Ridge 178 Lots (Expansion) 2022-2026</u>	<u>Total 956 Lots</u>
Offsite Improvements (1)(5)(7)(11)	\$1,466,114.00	\$451,112.00	\$163,710.00	\$749,428.00	\$647,564.00	\$3,314,218.00
Stormwater Management (1)(2)(3)(5)(6)(7)	\$1,912,638.00	\$588,504.00	\$213,570.00	\$977,676.00	\$844,788.00	\$4,323,606.00
Utilities (Water, Sewer, & Street Lighting) (1)(5)(7)(9)(11)	\$3,327,168.00	\$1,023,992.00	\$371,610.00	\$1,701,148.00	\$1,469,924.00	\$7,522,232.00
Roadway (1)(3)(5)(7)	\$1,912,638.00	\$588,504.00	\$213,570.00	\$977,676.00	\$844,788.00	\$4,323,606.00
Entry Feature (1)(7)(9)(11)	\$200,000.00	\$100,000.00	\$100,000.00	\$200,000.00	\$200,000.00	\$700,000.00
Parks and Amenities (1)(7)(11)	\$689,130.00	\$212,040.00	\$76,950.00	\$352,260.00	\$304,380.00	\$1,557,810.00
General Consulting (11)	\$953,498.00	\$293,384.00	\$106,470.00	\$487,396.00	\$421,148.00	\$2,155,426.00
Contingency (11)	\$1,049,009.00	\$322,772.00	\$117,135.00	\$536,218.00	\$463,334.00	\$2,371,333.00
TOTAL	\$11,510,195.00	\$3,580,308.00	\$1,363,015.00	\$5,981,802.00	\$5,195,926.00	\$27,631,246.00

In considering these costs it should be noted that owners and occupants of the lands included within the District and the Expansion Area will receive four major classes of benefits.

First, those property owners in the District will receive a higher level of public services and amenities sooner than would otherwise be the case, due to increased availability to bond financing.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Expansion of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is a form of governance which allows CDD landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and cost

of the CDD services they receive, provided they meet the Town’s overall requirements, as applicable.

Fourth, a CDD has the ability to maintain infrastructure better than a Homeowners’ Association (“HOA”) because it is able to offer a more secure funding source for maintenance, operations, and repair costs through assessments collected on the county tax bill pursuant to Section 197.3632, Florida Statutes. Further, a CDD is a perpetual entity and provides for the continuous operations and maintenance of infrastructure.

The transactional cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD (through tax exempt bond financing), the transactional cost impact to landowners is negligible.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no impact on small businesses because of the expansion of the District. If anything, the impact on any small businesses in the area near the proposed District may be positive. This is because the District must competitively bid many of its contracts. This affords small businesses the opportunity to bid on District work.

The Town of Dundee has an estimated population of less than 10,000 according to the most recent federal census (2020). Therefore, the Town is defined as a “small” City according to Section 120.52 of the Florida Statutes. However, as noted above, there will be no adverse impact on the Town due to the creation of the District. The District will provide infrastructure facilities and services to the property located within the District. These facilities and services will help make this property developable. Development of the property within the District will increase the value of this property and, consequently, increase the property taxes that accrue to the Town. These increased property taxes (along with other direct and indirect revenues accruing to the Town as a result of the development of the land within the District) will offset any new staff, facilities, or equipment the Town adds to provide services to the property owners within the District.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Developer, the Developer’s Engineer and other professionals associated with the Developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1)(a) of Sec. 120.541, Florida Statute, and either a statement adopting the alternative or a statement of the reasons for rejecting

the alternative in favor of the proposed rule.

There have been no good faith written proposals or revised statements submitted to the agency (the Town) as described in section 120.541(1)(a), Florida Statutes.

Prepared by:

Governmental Management Services - Central Florida, LLC

October 25, 2022

EXHIBIT 12

Authorization of Agent

This letter shall serve as a designation of Roy Van Wyk, Esq., whose address is c/o KE Law Group, PLLC, 2016 Delta Boulevard, Suite 101, Tallahassee, Florida 32303, to act as agent for Weiberg Road Community Development District, a unit of special-purpose local government established pursuant to the provisions of Chapter 190, Florida Statutes, and Town of Dundee Ordinance No. 22-27, with regard to any and all matters pertaining to the Petition to the Town Commission of the Town of Dundee, Florida to amend the boundary of Weiberg Road Community Development District pursuant to Chapter 190, Florida Statutes. This authorization shall remain in effect until revoked in writing.

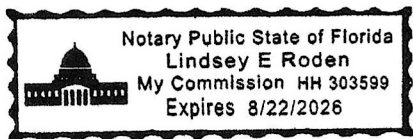
WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT

DATE: 10/7/2022

[Signature]
Warren K. (Rennie) Heath II, Chairperson,
Board of Supervisors

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7 day of October, 2022, by Warren K. (Rennie) Heath II, as Chairperson of the Board of Supervisors of the Weiberg Road Community Development District.



Lindsey E Roden
(Official Notary Signature & Seal)
Name: Lindsey E Roden
Personally Known (Rennie) Warren K Heath
OR Produced Identification _____
Type of Identification _____

ORDINANCE NO. 22-27

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA ESTABLISHING THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2021); PROVIDING A TITLE; PROVIDING FINDINGS; CREATING AND NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, GLK Real Estate, LLC, an active Florida limited liability company ("Petitioner") has filed a Petition to Establish the Weiberg Road Community Development District, as supplemented (the "Petition"), with the Town Commission of the Town of Dundee (the "Town Commission") pursuant to Section 190.005(2)(a), *Florida Statutes*, and to adopt an ordinance establishing the Weiberg Community Development District (the "District") pursuant to Chapter 190, *Florida Statutes* (2021); and

WHEREAS, Petitioner is an active Florida limited liability company authorized to conduct business in the State of Florida, whose principal address is 346 East Central Ave, Winter Haven, Florida 33880; and

WHEREAS, the owners of one hundred percent (100%) of the real property to be included in the District have consented to the establishment of the District; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the Town Commission of the Town of Dundee on September 13, 2022, pursuant to Section 190.005(2)(b), *Florida Statutes*; and

WHEREAS, upon consideration of the record established at that duly noticed public hearing, the Town Commission of the Town of Dundee has considered the record of the public hearing and the statutory factors set forth in section 190.005(2)(c), *Florida Statutes*, in making its determination to grant or deny the Petition; and

WHEREAS, the Town Commission, pursuant to the information contained within the Petition and based on an investigation conducted by staff and otherwise being fully advised as to the facts and circumstances contained within the request of the District, finds as follows:

- (1) The statements within the Petition are true and correct; and
- (2) The Petition is complete in that it meets the requirements of Section 190.005(2)(a), *Florida Statutes* (2021); and
- (3) The appropriate Town of Dundee staff have reviewed the Petition for establishment of the District on the proposed land and have advised the Town Commission that said Petition is complete and sufficient; and
- (4) Establishment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the state comprehensive plan or the Town Comprehensive Plan; and

- (5) The area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional, interrelated community; and
- (6) The District is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and
- (7) The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
- (8) The area that will be served by the District is amenable to separate special-district government; and

WHEREAS, pursuant to the information stated above, the Town Commission has decided to grant the Petition to establish the Weiberg Road Community Development District; and

WHEREAS, establishment of the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the Petition; and

WHEREAS, the establishment of the District shall not act to amend any land development approvals governing the land area to be included within the District; and

WHEREAS, upon the effective date of this establishing Ordinance, the Weiberg Road Community Development District, as created by general law, will be duly and legally authorized to exist on the proposed property and to exercise all of its general and special powers as limited by law.

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

SECTION 1. TITLE. This Ordinance shall be known and may be cited as the "Weiberg Road Community Development District Establishment Ordinance."

SECTION 2. FINDINGS. The Town Commission of the Town of Dundee finds that the factual recitals (WHEREAS clauses) form a factual and material basis for the approval of this Ordinance and hereby incorporates said findings into this Ordinance.

SECTION 3. AUTHORITY. This Ordinance is adopted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*.

SECTION 4. CREATION OF DISTRICT; DISTRICT NAME. The Petition filed to create the Weiberg Road Community Development District is hereby granted and there is hereby created a community development district, which is situated within the Town of Dundee, Florida, which District shall be known as the "Weiberg Road Community Development District."

SECTION 5. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in **Exhibit A** attached hereto and incorporated by reference, the overall boundaries encompassing 298.28 acres, more or less. There are no parcels within the external boundaries of the District that are to be excluded from the District.

SECTION 6. FUNCTIONS AND POWERS. The District is limited to the performance of those powers and functions as described in Chapter 190, *Florida Statutes*. The District is also authorized to exercise additional powers to finance, fund, plan, establish, acquire, construct,

reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: parks and facilities for indoor and outdoor recreational, cultural, and educational uses as authorized and described in Section 190.012(2)(a), *Florida Statutes*; and security powers, including but not limited to walls, fences, and electronic intrusion detection, as authorized and described in Section 190.012(2)(d), *Florida Statutes*. In the exercise of its powers, the District shall comply with all applicable governmental laws, rules, regulations and policies including, but not limited to, all Town of Dundee ordinances and policies governing land planning and permitting of the development to be served by the District. The District shall not have any zoning or permitting powers governing land development or the use of land. No debt or obligation of the District shall constitute a burden on any local general-purpose government.

SECTION 7. BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows: Warren K. Heath, Justin Frye, Christine Aviles, Bobbie Henley, and Lauren O. Schwenk. All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

SECTION 8. 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. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be deemed severable and the remaining provisions shall continue remain in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 9. ADMINISTRATIVE CORECTION OF SCRIVENER’S ERRORS. Sections of this Ordinance may be renamed red 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.

SECTION 10. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption.

INTRODUCED AND PASSED on first reading this 9th day of August 2022.

PASSED on second reading this 13th day of September 2022.

TOWN OF DUNDEE, FLORIDA

Mayor Sam Pennant

ATTEST

TOWN CLERK – Jenn Garcia

APPROVED AS TO FORM:

TOWN ATTORNEY – Fredrick J. Murphy

EXHIBIT A – Legal Description

LEGAL DESCRIPTION:

PARCEL NUMBER: 272822-000000-041040, 272822-000000-021030,
272822-000000-021010, 272823-000000-043030,
272823-000000-044010 (PER BOOK 11008, PAGES 0291 – 0299):

PARCEL 1:

THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 114, LESS THE NORTH 20 FEET FOR ROAD; AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 114, SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

AND

THE SOUTHEAST 114 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA AND THE SOUTHWEST 114 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 LESS THE NORTHEAST 1/4 AND LESS THE NORTH 20 FEET FOR ROAD; AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 2:

THE WEST 1/2 OF THE NORTHWEST 114 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; TOGETHER WITH A PERPETUAL EASEMENT OVER THE WEST 12 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 114 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 LYING NORTH OF THE CANAL LEADING INTO LAKE TRASK, FOR THE PURPOSE OF TRANSPORTING IRRIGATION AND SPRAY WATER FROM SAID CANAL AND SAID LAKE, INCLUDING THE RIGHT TO ERECT AND MAINTAIN A PUMP AND MOTOR ON SAID STRIP OF LAND.

AND

THE WEST 112 OF THE SOUTHWEST 114 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272822-000000-021020 (PER BOOK 11518,
PAGES 0903 – 0913):

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY.

PARCEL NUMBER: 272822-000000-041010 (PER BOOK 11008,
PAGES 0333 – 0336):

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS THE NORTH 20 FEET FOR ROAD, LYING IN POLK COUNTY, FLORIDA.

Phase 2 – Parcel 2

LEGAL DESCRIPTION:

The West 3/4s of the South 1/4 of the Northeast 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida, LESS Right of Way for Weiberg Road, being more particularly described as follows:

COMMENCE at the Northwest corner of said Northeast 1/4, run thence along the West boundary of said Northeast 1/4, S 00°21'58" E, a distance of 1996.70 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Northeast 1/4, and the POINT OF BEGINNING; thence along the North boundary of said South 1/4, N 89°25'42" E, a distance of 1985.32 feet to the East boundary of the Southwest 1/4 of the Southeast 1/4 of said Northeast 1/4; thence along said East boundary, S 00°18'57" E, a distance of 654.17 feet to the North Maintained Right of Way of Weiberg Road, according to the Polk County Maintained Right of Way Map of Edwards Road, recorded in Map Book 1, Pages 24 through 26, of the Public Records of Polk County, Florida; thence along said North Maintained Right of Way the following eleven (11) courses: 1) S 89°45'21" W, a distance of 36.87 feet; 2) S 89°10'58" W, a distance of 100.00 feet; 3) S 89°45'21" W, a distance of 100.00 feet; 4) S 88°53'47" W, a distance of 100.00 feet; 5) S 89°28'09" W, a distance of 200.00 feet; 6) S 88°53'47" W, a distance of 100.00 feet; 7) S 89°28'09" W, a distance of 100.00 feet; 8) N 89°57'28" W, a distance of 200.01 feet; 9) S 89°28'09" W, a distance of 100.00 feet; 10) S 89°10'58" W, a distance of 100.00 feet; 11) N 89°57'28" W, a distance of 186.29 feet to the East boundary of the Southwest 1/4 of the Southwest 1/4 of said Northeast 1/4; thence along said East boundary, N 00°20'57" W, a distance of 5.64 feet to the North Right of Way of Weiberg Road by deed exception, being 20.00 feet North of and parallel with the South boundary of said Northeast 1/4; thence along said North Right of Way, S 89°28'09" W, a distance of 661.58 feet to aforesaid West boundary of the Northeast 1/4; thence along said West boundary, N 00°21'58" W, a distance of 645.57 feet to the POINT OF BEGINNING.

Containing 29.682 acres, more or less.

Phase 3 & 4 – Parcel 3

LEGAL DESCRIPTION

DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST 1/4 CORNER OF SAID SECTION 21, BEING MONUMENTED (AS OF AUGUST, 2021) BY A 1/2 INCH IRON ROD (NO IDENTIFICATION) THAT IS 4.32 FEET SOUTH OF A 1/2 INCH IRON PIPE (NO IDENTIFICATION), IN ACCORDANCE WITH CERTIFIED CORNER RECORD #029061; THENCE ALONG THE EAST BOUNDARY OF SAID SOUTHEAST 1/4, S 00°20'50" E, A DISTANCE OF 1328.47 FEET TO THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4; THENCE ALONG SAID SOUTH BOUNDARY, S 89°38'06" W, A DISTANCE OF 1322.66 FEET TO THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4; THENCE ALONG SAID WEST BOUNDARY, N 00°18'06" W, A DISTANCE OF 666.09 FEET TO THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SOUTHEAST 1/4; THENCE ALONG THE SOUTH BOUNDARY OF SAID NORTH 1/2, S 89°42'55" W, A DISTANCE OF 1,292.13 FEET TO THE EAST RIGHT OF WAY OF CENTER STREET (STATE ROAD 17) PER LAKE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGE 1 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT OF WAY, N 00°15'22" W, A DISTANCE OF 667.90 FEET TO THE NORTH BOUNDARY OF SAID SOUTHEAST 1/4; THENCE ALONG SAID NORTH BOUNDARY, N 89°47'45" E, A DISTANCE OF 2613.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 60.159 ACRES, MORE OR LESS.

LESS AND EXCEPT EXISTING ROAD RIGHTS OF WAY AND ALLEYS, INCLUDING BUT NOT LIMITED TO ROAD RIGHTS OF WAY AND ALLEYS RESERVED ON LAKE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGE 1 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.



TOWN COMMISSION MEETING

December 12, 2023 at 6:30 PM

AGENDA ITEM TITLE:	RESOLUTION 23-30, LINCOLN AVENUE RIGHT OF WAY CONVEYANCE
SUBJECT:	Town Commission will consider Resolution 23-30 for the conveyance of Lincoln Avenue right of way.
STAFF ANALYSIS:	Resolution 23-30 will grant approval and acceptance of real property described in the County Deed. This Right of Way Conveyance is granted to the Town of Dundee from Polk County.
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Resolution 23-30

RESOLUTION NO. 23-30

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY APPROVING AND 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 _____, 2023, IN THE OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, empowers and mandates local governments to plan for future development in order to guide growth and development; and

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, and the exercise of Municipal Home Rule Powers Act (F.S. Chapter 166) and *Article VIII, §2 of the Florida Constitution*, on December 12, 2023, Polk County, a political subdivision of the State of Florida, delivered the *Right-of-Way Agreement* between the Town, a municipal corporation of the State of Florida, and Polk County, a political subdivision of the State of Florida (hereafter 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 August 12, 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 December 19, 2023, the 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 attached hereto as **Composite Exhibit “A”** and incorporated herein by reference to the Town; and

WHEREAS, the Deed provided for the transfer and conveyance of public rights-of-way and/or real property located within and/or adjacent to the corporate limits of the Town of Dundee, Florida, to the Town; and

WHEREAS, the Deed was recorded on _____, 202__, in Official Records Book _____, Page _____, of the public records of Polk County, Florida.

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Resolution is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Resolution is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this Resolution, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Resolution.

Section 2. Approval and Acceptance. 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 (the “Deed”) delivered and recorded on _____, 202__, in Official Records Book _____, Page _____, of the public records of Polk County, Florida, a copy of which is attached hereto as **Composite Exhibit “A”** and incorporated herein by reference. 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.

Section 3. Administrative Correction of Scrivener’s Errors. Any provision in this Resolution may be renumbered or re-lettered and the correction of typographical and/or scrivener’s errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without the need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

Section 4. Conflicts. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

Section 5. Severability. If any section, subsection, sentence, clause, phrase of this Resolution, or the application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 6. Effective Date. 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 12th day of December, 2023.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Trevor Douthat, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

**Composite Exhibit “A”
Resolution No. 23-30**



Board of County Commissioners

Project Name: Lincoln Avenue Sidewalk Project
Parent Parcel ID No.: 272833-000000-033010

RIGHT-OF-WAY AGREEMENT

**STATE OF FLORIDA
COUNTY OF POLK**

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 202 East Main Street, Dundee, Florida 33838 (the “Town”), and **POLK COUNTY**, a political subdivision of the state of Florida, whose mailing address is P.O. Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, (the “County”).

WITNESSETH

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, pursuant to Section 1(g), Article VIII of the Florida Constitution and Chapter 125, Florida Statutes, Polk County (the “County”) is vested with home rule authority which includes, but is not limited to, the general exercise of any power for local self-government; and

WHEREAS, pursuant to Section(s) 166.021 and 125.01, Florida Statutes and Section(s) 2(b) and 1(g), Article VIII, Florida Constitution, the Town and County are authorized to negotiate and enter into this Agreement; and

WHEREAS, by virtue of that certain Warranty Deed (the “Deed”) recorded in Official Records Book 12445, Page(s) 1157 – 1159, Public Records of Polk County, Florida, the County is the Fee Simple Owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number 272833-000000-033010 (the “County Property”); and

Page 2

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

WHEREAS, the Town has a current and/or planned capital improvement project which includes, but is not limited to, the design and construction of a sidewalk along the south side of a municipal road known as Lincoln Avenue (the “Project”); and

WHEREAS, in order for the Town to construct and/or complete the Project, the Town has requested that the County convey to the Town certain additional right-of-way along the south side of Lincoln Avenue as described and depicted in the attached **Exhibit “B”** (the “Property”); and

WHEREAS, in an effort to plan for future development and growth, the County agrees to donate and/or convey the Property (see **Exhibit “B”**) to the Town; and

WHEREAS, the County requested and The Town agrees to construct, as part of the Project, a 20-foot wide and 6-inch thick driveway (the “Driveway”) to serve as a point of access for the County Property to access the parent tract; and

WHEREAS, the Town and County agree that the cost(s) arising out of the design and construction of the Driveway will be initially borne by the Town and reimbursed by the County in accordance with the terms and conditions set forth by this Agreement; and

WHEREAS, on December 12, 2023, the Town Commission of the Town of Dundee, Florida, at a duly noticed public meeting, adopted Resolution No. 23-30 (the “Resolution”) approving and accepting the conveyance of the Property (see **Exhibit “B”**); and

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

WHEREAS, in order to construct the Driveway, the County acknowledges and agrees that the Town, its agents, representatives, contractors and consultants have a temporary easement to enter upon, over and across and to use any and all of the County Property as more particularly described in **Exhibit “D”** attached hereto and incorporated herein by reference (the “Construction Easement”); and

WHEREAS, to the extent permitted by applicable Florida law, County agrees to indemnify and hold harmless the Town, its agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney’s fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the County, or anyone for whose acts or omissions the County may be liable as a result of the County’s fee ownership or the County’s use of the Construction Easement (see **Exhibit “D”**); and

Page 3

WHEREAS, to the extent permitted by applicable Florida law, the Town agrees to indemnify and hold harmless the County, its agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney’s fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any negligent act or omission by the Town or anyone for whose negligent acts or omissions the Town may be liable as a result of the Town’s rights under this Agreement; and

WHEREAS, the Town and County acknowledge, represent and agree that nothing contained in this Agreement shall constitute a waiver of either parties’ sovereign immunity under applicable Florida law and or the limits of either parties’ limits of liability as set forth in Section 768.28, Florida Statutes, or to extend the limits of liability or recovery under Section 768.28, Florida Statutes regardless of whether based on contract, statute, negligence, products liability, strict liability, or otherwise.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar each to the other paid, it is agreed as follows:

- (a) The foregoing factual recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Agreement between the Town and County.
- (b) County agrees to donate and convey the Property (see **Exhibit “B”**) by County Deed unto the Town for the Project.
- (c) The Town agrees to construct for the County, as part of the Project, a 20-foot wide and 6-inch thick driveway (the “Driveway”) in accordance with applicable Town standards to serve as a point of access for the County in order to access the parent tract. The County agrees to reimburse the Town for the cost(s) arising out of the design and construction of the Driveway as more particularly set forth in **Exhibit “E”** attached hereto and incorporated herein by reference.
- (d) The County, by this Agreement, hereby grants a temporary easement to enter upon, over and across and to use any and all of the County Property as more particularly described in **Exhibit “D”** attached hereto and incorporated herein by reference (the “Construction Easement”) for the purpose of constructing the Driveway.
- (e) The Town agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement are just and full compensation for the construction of the Driveway and no other monies including fees and/or cost are owed by the County to Town.
- (f) Notwithstanding any other provision set forth in the Agreements, nothing contained in this Agreement shall be construed as a waiver of the parties’ right to sovereign immunity under applicable Florida law and/or a waiver of the limits of the parties’ liability set forth in Section 768.28, Florida Statutes (2023), or other limitations imposed on the parties’ potential liability

Page 4

under state or federal law regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. This Section shall survive termination of this Agreements.

- (g) All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.
- (h) Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.
- (i) This Agreement shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.
- (j) This Agreement which includes, but shall not be limited to, the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.
- (k) If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared to be severable.
- (l) This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

*** THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA AND THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

COUNTY:
POLK COUNTY, a political subdivision of
the State of Florida

Town:
TOWN OF DUNDEE

By: _____
R. Wade Allen, Administrator
Real Estate Services
Its Agent

By: _____

Print Name/Title

Approved by the County Board:

Approved by the Town Commission:

Date

Date

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

EXHIBIT A

Item 12.



INSTR # 2022269043
BK 12445 Pgs 1157-1159 PG(s)3
RECORDED 10/10/2022 03:16:33 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC \$4,690.00
RECORDING FEES \$27.00
RECORDED BY ericrand

This Instrument prepared under the direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
Post Office Box 9005, Drawer RE-01
Bartow, Florida 33831-9005

By: Stina Leftenant
American Government Services Corporation
3812 W. Linebaugh Avenue, Tampa, Florida 33618
AGS File Number: 31899

WARRANTY DEED

Lake Annie Wetland Restoration
Consideration: \$670,000.00
State Documentary Stamps Paid: \$4,690.00
Property Appraiser's Parcel Numbers: 272833-000000-032010, 272833-000000-033010 and 272833-000000-034010

THIS INDENTURE, made this 7th day of October, 2022, between **Thelma C. Raley, Inc., a Florida Corporation, as successor by merger to Dundee Groves, Inc., a Florida Corporation**, whose mailing address is 1112 Winter Haven, Florida 33882, Grantor, to **POLK COUNTY, a political subdivision of the State of Florida**, whose mailing address is Post Office Box 988, Bartow, Florida 33831, Grantee,

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "Grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Polk County, Florida, to-wit:

See attached Exhibit "A" Legal Description

This property is not the homestead property of the Grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

This conveyance is subject to easements, restrictions, limitations, and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the same unto the said grantee in fee simple forever.



433

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
(Signature of First Witness)

Keith H. Wadsworth
(Printed Name of First Witness)

Thelma C. Raley, Inc., a Florida Corporation,
as successor by merger to Dundee Groves, Inc., a
Florida Corporation

By [Signature]
William L. Raley, Jr., President

[Signature]
(Signature of Second Witness)

Jackie S. Hoverkamp
(Printed Name of Second Witness)

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence this 5th day of October, 2022, by William L. Raley, Jr. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced his current driver license.
- produced _____ as identification.

(Notary Seal)

[Signature]
Notary Public

Printed Name of Notary
Commission Number:
My Commission Expires

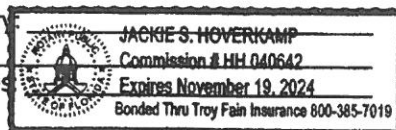


EXHIBIT "A"**LEGAL DESCRIPTION - LAKE ANNIE WETLAND****Parcel 1**

That certain 100-foot wide strip of land being the easterly 100 feet of the 130-foot wide abandoned right-of-way located in the East 1/2 of the Southwest 1/4, the West 1/2 of the Southeast 1/4, the Southeast 1/4 of the Northwest 1/4, and the Southwest 1/4 of the Northeast 1/4, Section 33, Township 28 South, Range 27 East, Polk County, being all or part of the right-of-way acquired by deed as recorded in Deed Book 97, Pages 105-108, Public Records of Polk County, Florida.

Parcel ID Number 272833-000000-032010

AND

Parcel 2

The Northwest 1/4 of the Northwest 1/4 of Section 33, Township 28 South, Range 27 East, Polk County, Florida LESS and EXCEPT right-of-way parcel 101.1 (FDOT) as described in that certain Warranty Deed recorded in Official Records Book 6339, Pages 14-16, and LESS and EXCEPT the North 25 feet for road right-of-way as described in Official Records Book 1215, Pages 402-403, all recorded in the Public Records of Polk County, Florida.

Parcel ID Number 272833-000000-033010

AND

Parcel 3

That part of the following described property lying westerly of a strip of land described in that certain deed recorded in Official Records Book 2209, Pages 597-603, Public Records of Polk County Florida:

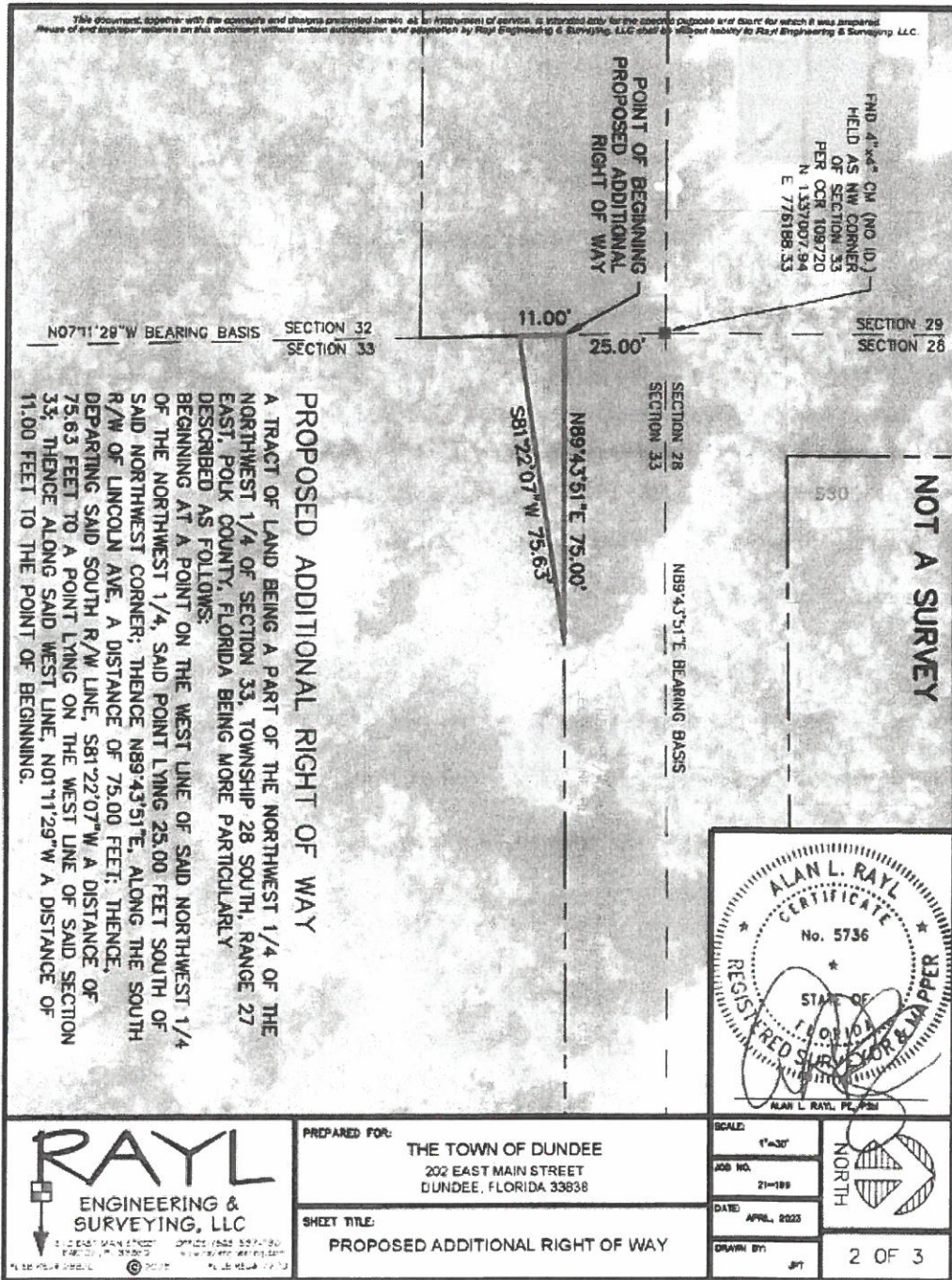
The South 1/2 of the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, and the West 1/2 of the Southeast 1/4, Section 33, Township 28 South, Range 27 East, Polk County, Florida.

Parcel ID Number 272833-000000-034010

EXHIBIT B

Item 12.

Right-of-Way Agreement
 Parent Parcel ID No.: 272833-000000-033010



RESOLUTION NO. 23-30

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY APPROVING AND 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 _____, 2023, IN THE OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, empowers and mandates local governments to plan for future development in order to guide growth and development; and

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, and the exercise of Municipal Home Rule Powers Act (F.S. Chapter 166) and *Article VIII, §2 of the Florida Constitution*, on December 12, 2023, Polk County, a political subdivision of the State of Florida, delivered the *Right-of-Way Agreement* between the Town, a municipal corporation of the State of Florida, and Polk County, a political subdivision of the State of Florida (hereafter 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 August 12, 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 December 19, 2023, the 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 attached hereto as **Composite Exhibit “A”** and incorporated herein by reference to the Town; and

WHEREAS, the Deed provided for the transfer and conveyance of public rights-of-way and/or real property located within and/or adjacent to the corporate limits of the Town of Dundee, Florida, to the Town; and

WHEREAS, the Deed was recorded on _____, 202__, in Official Records Book _____, Page _____, of the public records of Polk County, Florida.

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Resolution is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Resolution is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this Resolution, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Resolution.

Section 2. Approval and Acceptance. 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 (the “Deed”) delivered and recorded on _____, 202__, in Official Records Book _____, Page _____, of the public records of Polk County, Florida, a copy of which is attached hereto as **Composite Exhibit “A”** and incorporated herein by reference. 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.

Section 3. Administrative Correction of Scrivener’s Errors. Any provision in this Resolution may be renumbered or re-lettered and the correction of typographical and/or scrivener’s errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without the need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

Section 4. Conflicts. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

Section 5. Severability. If any section, subsection, sentence, clause, phrase of this Resolution, or the application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 6. Effective Date. 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 12th day of December, 2023.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Trevor Douthat, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

Composite Exhibit "A"
Resolution No. 23-30

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EXHIBIT C

Item 12.

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: Scott C. Lowery

Lincoln Avenue R/W

COUNTY DEED

THIS DEED, made this 19th day of December, 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:

SEE EXHIBIT "A"

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

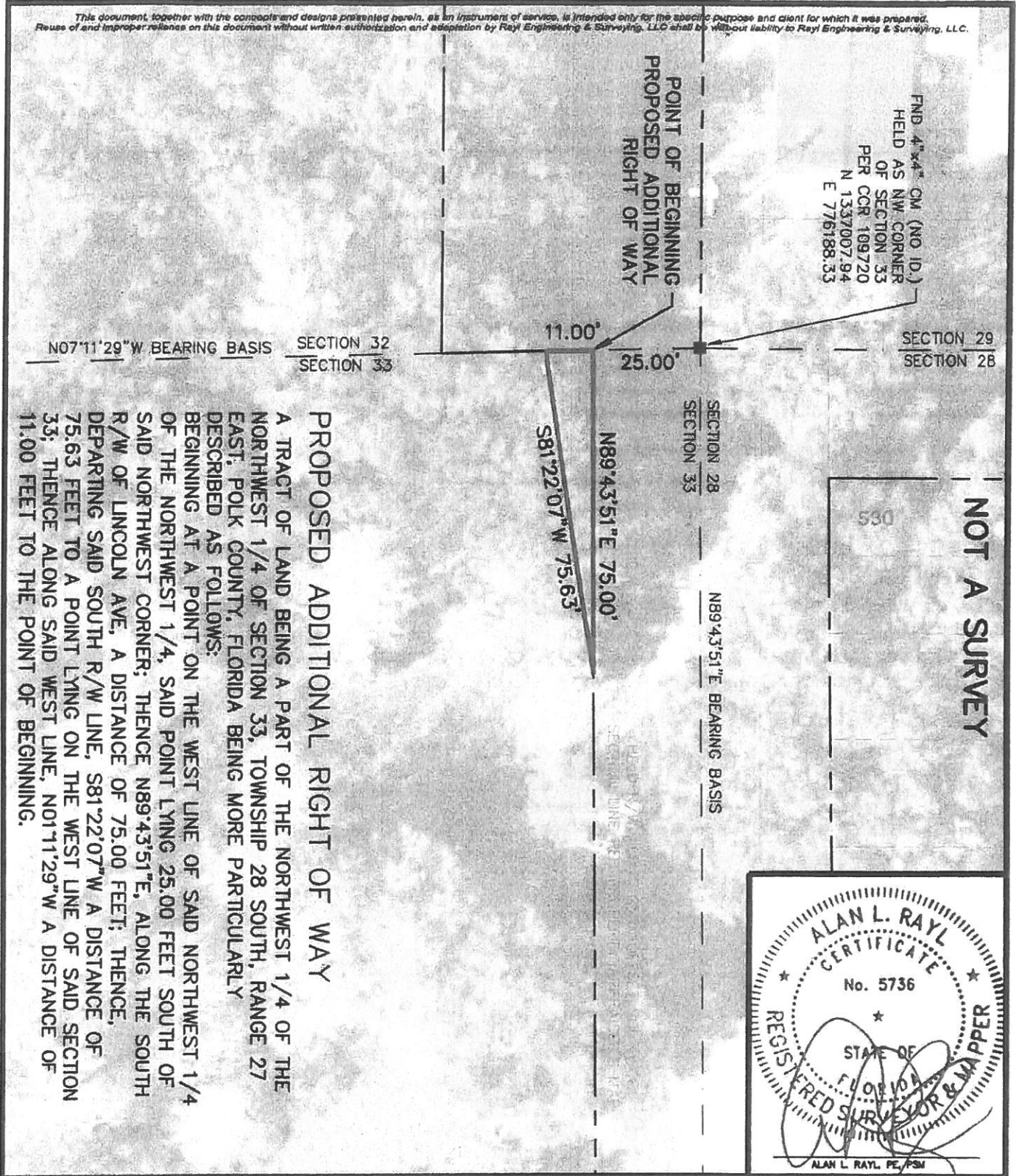
Polk County, Florida

By: _____
Deputy Clerk

By: _____
, Chair
Board of County Commissioners

(Seal)

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Rayl Engineering & Surveying, LLC shall be without liability to Rayl Engineering & Surveying, LLC.



FND 4" x 4" CM (NO. ID.)
 HELD AS NW CORNER
 OF SECTION 33
 PER CCR 109720
 N 1337007.94
 E 776188.33

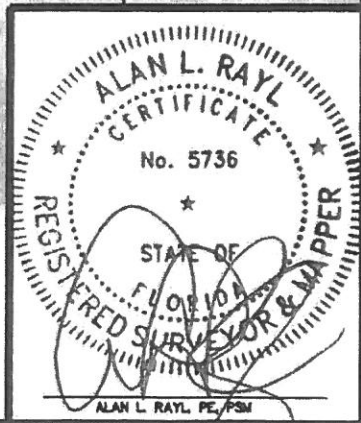
SECTION 29
 SECTION 28

N07°11'29" W BEARING BASIS
 SECTION 32
 SECTION 33

SECTION 28
 SECTION 33

N89°43'51" E BEARING BASIS

NOT A SURVEY



PROPOSED ADDITIONAL RIGHT OF WAY

A TRACT OF LAND BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4, SAID POINT LYING 25.00 FEET SOUTH OF SAID NORTHWEST CORNER; THENCE N89°43'51"E, ALONG THE SOUTH R/W OF LINCOLN AVE, A DISTANCE OF 75.00 FEET; THENCE, DEPARTING SAID SOUTH R/W LINE, S81°22'07"W A DISTANCE OF 75.63 FEET TO A POINT LYING ON THE WEST LINE OF SAID SECTION 33; THENCE ALONG SAID WEST LINE, N01°11'29"W A DISTANCE OF 11.00 FEET TO THE POINT OF BEGINNING.

RAYL
 ENGINEERING &
 SURVEYING, LLC

510 EAST MAIN STREET
 BARTOW, FL 34650
 PL EB REG# 28820

OFFICE: (863) 597-7901
 www.rayleng.com
 © 2025 PL LE REG# 7770

PREPARED FOR:
 THE TOWN OF DUNDEE
 202 EAST MAIN STREET
 DUNDEE, FLORIDA 33638

SHEET TITLE:
 PROPOSED ADDITIONAL RIGHT OF WAY

SCALE:
 1"=30'

JOB NO.
 21-189

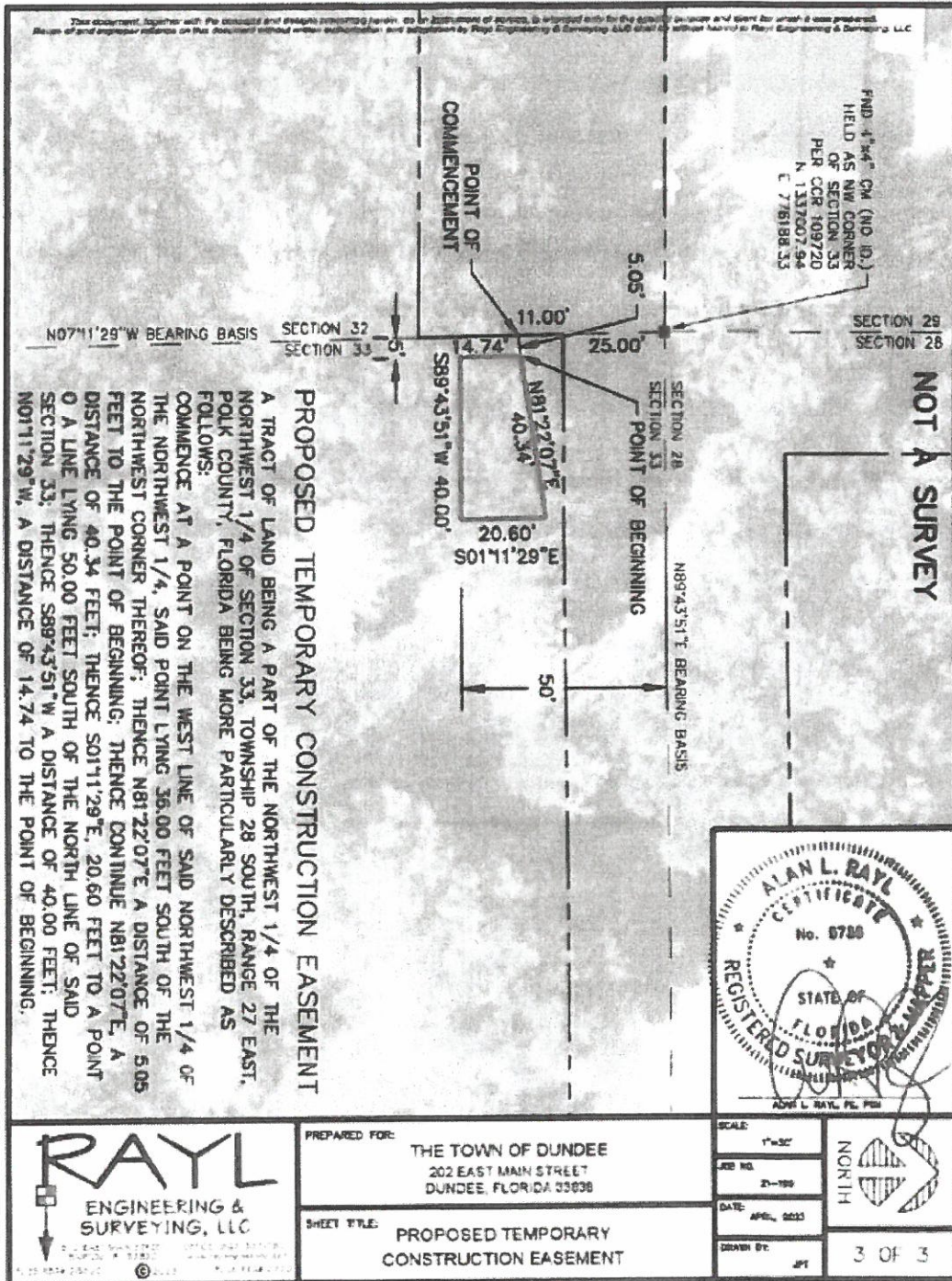
DATE:
 APRIL, 2023

DRAWN BY:
 JPT

NORTH

2 OF 3

Right-of-Way Agreement
 Parent Parcel ID No.: 272833-000000-033010





5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To: City Of Dundee	Contact:
Address: P.O. Box 1000 Dundee, FL 33838	Phone: 863.438.8330
	Fax: 863.438.8338
Project Name: Lincoln Ave Sidewalk Phase 2 - TASK ORDER	Bid Number: 23-417
Project Location:	Bid Date: 6/12/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
104-10-3	SEDIMENT BARRIER	1,215.00	LF	\$0.80	\$972.00
120-1	REGULAR EXCAVATION	336.00	CY	\$19.00	\$6,384.00
120-6	EMBANKMENT	128.00	CY	\$13.00	\$1,664.00
522-1	CONCRETE SIDEWALK, 4" THICK	584.00	SY	\$22.00	\$12,848.00
522-2	CONCRETE SIDEWALK, 6" THICK	85.00	SY	\$28.00	\$2,380.00
527-2	DETECTABLE WARNINGS	30.00	SF	\$20.00	\$600.00
570-1	PERFORMANCE TURF, SOD, BAHIA	1,665.00	SY	\$1.50	\$2,497.50
101-1	MOBILIZATION	1.00	LS	\$40,129.58	\$40,129.58
102-1	MAINTENANCE OF TRAFFIC	1.00	LS	\$38,907.01	\$38,907.01
110-1-1	CLEARING & GRUBBING	1.00	LS	\$26,443.11	\$26,443.11
OOS-1	CROSSWALK AHEAD SIGN	4.00	EACH	\$1,111.44	\$4,445.76
OOS-2	TIMBER BOARDWALK	1.00	LS	\$104,566.29	\$104,566.29

Total Bid Price: \$241,837.25

Notes:

- *** DUE TO MARKET VOLATILITY PRICING IS GOOD FOR 30 DAYS.

Not Included in Proposal:

- Permits, SWPPP Permits, And Permit Fees
- Landscaping & Irrigation
- Tree Protection/Pruning/Relocation
- Relocation/Repair Of Fence/Gates
- Relocation/Removal/Repair Of Existing Or Unknown Utilities (Except As Listed In Proposal)
- Relocation/Removal/Repair Of Power Poles Or Guy Wires
- Removal Of Muck/Contaminated/Unsuitable Soils Or Materials
- Over Excavation
- Project Identification Sign
- Storm Sewer System
- Materials / Work / Services not indicated or listed.



5658 Lucerne Park Road
Winter Haven, FL 33881
Phone: 863-299-2262
Fax: 863-294-1007
www.tuckerpaving.com

To: City Of Dundee	Contact:
Address: P.O. Box 1000 Dundee, FL 33838	Phone: 863.438.8330
	Fax: 863.438.8338
Project Name: Lincoln Ave Sidewalk Phase 2 - TASK ORDER	Bid Number: 23-417
Project Location:	Bid Date: 6/12/2023

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Tucker Paving, Inc.

Authorized Signature: _____

Estimator: Kyle Allen
863-299-2262 kallen@tuckerpaving.com



TOWN COMMISSION MEETING

December 12, 2023 at 6:30 PM

AGENDA ITEM TITLE: RESOLUTION 23-32, EMERGENCY PURCHASE RINER WATER PLANT

SUBJECT: Town Commission will consider Resolution 23-32 for and emergency purchase from Southern Corrosion

STAFF ANALYSIS: Water ground storage tanks need to be inspected every five years to help maintain good water quality, and to help extend the life of the tank. Cleaning and repairs should be addressed based on the findings of the tank inspection. Town’s most recent storage tank inspections are documented with pictures in the compliance areas. In accordance with these inspections, the Health Department has advised staff of needed repairs to be made to continue functioning as the internal system was designed and other repairs that are required to be fixed immediately. Additionally, there are some cracks that will need to be reviewed by a structural engineer.

FISCAL IMPACT: TBD

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: Resolution 23-32 Agreement

RESOLUTION NO. 23-32

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO THE REPAIR, MAINTENANCE, AND MANAGEMENT OF THE HICKORY AND RINER CONCRETE GROUND STORAGE WATER TANKS; MAKING FINDINGS; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL NECESSARY FURTHER ACTIONS INCLUDING, BUT NOT LIMITED TO, NEGOTIATING AND APPROVING AN AGREEMENT WITH SOUTHERN CORROSION, INC. FOR THE EMERGENCY REPAIR, MAINTENANCE, AND MANAGEMENT OF THE HICKORY AND RINER CONCRETE GROUND STORAGE WATER TANKS.

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

WHEREAS, the Town Commission of the Town of Dundee (the “Commission”) acknowledges the health, safety, and general welfare concerns created by the need to have a fully operational regional water treatment plant(s) (the “WTPS”) in order to effectively maintain and provide potable water service(s) and operate the sewage disposal systems connected to the Town of Dundee utility system(s); and

WHEREAS, on November 3, 2021, the Florida Department of Health issued Warning Notice No. 21-653PW0485 – Tank Issues (G/1 – Tank #1) (a/k/a Hickory WTP)

and (Riner WTP Tank #2) (collectively the “Notices”) identifying deficiencies in reference to public drinking water requirements; and

WHEREAS, copies of the Notices are attached hereto as **Exhibit “A”** and made a part hereof by reference; and

WHEREAS, the Tank Inspection Reports for the Hickory WTP (G/1 – Tank #1) and Riner WTP (Riner WTP Tank #2) (collectively the “Reports”) dated January 23, 2021, describe and depict the deficient condition(s) and necessary repair(s) for the WTPS; and

WHEREAS, copies of the Reports are attached hereto as **Composite Exhibit “B”** and made a part hereof by reference; and

WHEREAS, the WTPS have a combined total capacity of 1,000,000 gallons per day (GPD) (Hickory WTP – 750,000 GPD and Riner WTP – 250,000 GPD); and

WHEREAS, the Commission acknowledges that, in order to perform the necessary repair(s), maintenance and management on and/or for the WTPS, the WTPS will likely be taken offline one (1) at a time which limits the total GPD treatment capacity; and

WHEREAS, the Commission acknowledges that the Town of Dundee has an immediate need for the emergency repair, maintenance, and management services related to the WTPS; and

WHEREAS, the Commission acknowledges that, in order to perform the necessary repair(s), maintenance and management on and/or for the WTPS, a multi-year repair, maintenance, and management plan is necessary; and

WHEREAS, on December 12, 2023, at a duly noticed public meeting, the Town Commission of the Town of Dundee acknowledges and agrees that circumstances and conditions continue to exist requiring the Town to direct and authorize the Town Manager to take any and all necessary further action(s) in order to negotiate, approve and enter into an agreement for the emergency repair(s), maintenance, and management of and/or for the WTPS in order to resolve the deficiencies identified by the Notices (see **Exhibit “A”**) and Reports (see **Composite Exhibit “B”**); and

WHEREAS, pursuant to Section 2-159(3)b of the Town of Dundee Code of Ordinances, the Commission acknowledges and agrees that the deficiencies identified by the Notices (see **Exhibit “A”**) and Reports (see **Composite Exhibit “B”**) constitutes an emergency purchase made in order to resolve a situation which is germane to the health,

safety, and general welfare of the citizens and residents of the Town of Dundee; and

WHEREAS, pursuant to Section 2-159(3)b of the Town of Dundee Code of Ordinances, the Commission acknowledges, agrees, and finds that any delay incident to complying with all governing rules, regulations, and procedures would be detrimental to the health, safety and general welfare of the Town of Dundee, its residents, and/or the general public; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Resolution is intended and necessary to enhance, protect, and preserve the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this Resolution is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this Resolution, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Resolution.

Section 2. Emergency Finding. Pursuant to the Florida Department of Health issued Warning Notice No. 21-653PW0485 – Tank Issues (G/1 – Tank #1) (a/k/a Hickory WTP) and (Riner WTP Tank #2) (collectively the “Notices”), which are attached hereto as **Exhibit “A”** and made a part hereof, and Tank Inspection Reports for the Hickory WTP (G/1 – Tank #1) and Riner WTP (Riner WTP Tank #2) (collectively the “Reports”), which are attached hereto as **Composite Exhibit “B”** and made a part hereof, the Town Commission finds that an “emergency” as defined in Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, exists.

The Town Commission finds that, pursuant to Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, the Town is under a significant requirement such that

the delay incident in strictly complying with all of the current governing procurement rules, regulations, and procedures would be detrimental to the health, safety and general welfare of the Town of Dundee, its employees, its residents, and/or the general public.

Section 3. Authorization. Accordingly, the Town Commission directs, authorizes, approves, confirms, and ratifies: (1) the Town Manager’s actions in negotiating, approving, and executing on behalf of the Town of Dundee, Florida, an agreement for the emergency repair(s), maintenance, and management of and/or for the WTPS in order to resolve the deficiencies identified by the Notices (see **Exhibit “A”**) and Reports (see **Composite Exhibit “B”**); (2) the Town Manager’s actions in negotiating and entering into an agreement for the emergency repair(s), maintenance, and management of and/or for the WTPS in order to resolve the deficiencies identified by the Notices (see **Exhibit “A”**) and Reports (see **Composite Exhibit “B”**) on an emergency basis; and (3) the Town Commission of the Town of Dundee, Florida, further waives the requirement(s) of strict compliance with the Town’s procurement code for the emergency repair(s), maintenance, and management of and/or for the WTPS in order to resolve the deficiencies identified by the Notices (see **Exhibit “A”**) and Reports (see **Composite Exhibit “B”**).

Section 4. Administrative Correction of Scrivener’s Errors. Any provision in this Resolution may be renumbered or re-lettered and the correction of typographical and/or scrivener’s errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without the need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

Section 5. Conflicts. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

Section 6. Severability. If any section, subsection, sentence, clause, phrase of this Resolution, or the application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 7. Effective Date. This Resolution 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 12th day of December, 2023.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST WITH SEAL:

Trevor Douthat, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

November 3rd, 2021

Town of Dundee
P.O. Box 1000
Dundee, FL 33838

RE: Town of Dundee Public Water System
PWS ID No. 6530485

Warning Notice No. 21-653PW0485 - Tank Issues (G/1 - Tank #1)

A 750K-gallon ground water tank 5-year engineering inspection was conducted on January 23rd, 2021 by personnel under the responsible charge of a licensed professional engineer. While the tank interior and exterior appear to be in good condition, the following issues are to be addressed:

Deficiencies Observed//Recommendations:

The report states :

- Significant corrosion is present on the interior plumbing, specifically the inlet structure.
- On the tank exterior, in addition tpo the screen, the egress point of the overflow should have a gasket and flapper valve.
- In accordance with current OSHA standards, an anti-skid product should added to the exterior ladder rungs, and a swing gate installed where the ladder meets the safety railing.

NOTE: While no metal loss is apparent at this time the PE indicated that the utility should consider replacing the tank. Therefore, based on the PE's recommendations, it would be a good idea to consider budgeting for the replacement of the tank within the next 5 years.

In accordance with Chapter 62-555.350(2) of the Florida Administrative Code (F.A.C.):

“(2) Suppliers of water shall keep all necessary public water system components in operation and shall maintain such components in good operating condition so the components function as intended. “

Please review the above deficiencies and take the necessary step to address these issues to ensure the integrity of the coating system and continued protection of the water tank..

It is FDOH-Polk's desire that you are able to adequately address the aforementioned issue so that this matter can be closed.

**Florida Department of Health
in Polk County**

ENVIRONMENTAL HEALTH DIVISION
2090 East Clower Street • Bartow, FL 33830-6741
PHONE: (863) 519-8330 • FAX: (863) 534-0245
<http://polk.floridahealth.gov/>



www.FloridaHealth.gov
TWITTER: HealthyFLA
FACEBOOK: FLDepartmentofHealth
YOUTUBE: fldoh
FLICKR: HealthyFla
PINTEREST: HealthyFla

PWS #6530485

You may contact me at (863) 578-2033 if you have any questions. We look forward to your cooperation in resolving this matter.

Sincerely,

Alphonse Inevil

Digitally signed by alphonse.inevil@flhealth.gov
DN: cn=alphonse.inevil@flhealth.gov
Date: 2021.11.03 11:31:10 -04'00'

Alphonse Inevil / Compliance Officer



Alphonse Inevil, MS&E/M Ed.

**Environmental Specialist III
Environmental Health Division
Florida Department of Health in Polk County**

2090 East Clower Street, Bartow, FL 33830-6741

Office: (863) 578-2033 ; FAX: (863) 534-0245

Email: Alphonse.Inevil@flhealth.gov

<http://polk.floridahealth.gov/>

Mission: To protect, promote, and improve the health of all people in Florida through integrated state, county, and community efforts.

Email copy to:

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[Gerald Robinson] Gerald.robinson@flhealth.gov

[Darian S. Lalla] darian.lalla@flhealth.gov

[Henry Taghiof] hamid.taghiof@flhealth.gov

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[Tandra S. Davis] tdavis@townofdundee.com

[Brian Martin] bmartin@chastainskillman.com

[Carrie Ray-Murray] cray@townofdundee.com

EXHIBIT A

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts



Vision: To be the Healthiest State in the Nation

Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

November 3rd, 2021

Town of Dundee
P.O. Box 1000
Dundee, FL 33838

RE: Town of Dundee Public Water System
PWS ID No. 6530485

Warning Notice No. 21-653PW0485 - Tank Issues (Riner WTP Tank #2)

A 250K-gallon ground water tank 5-year engineering inspection was conducted on January 23rd, 2021 by personnel under the responsible charge of a licensed professional engineer. While the tank interior and exterior appear to be in good condition, the following issues are to be addressed:

Deficiencies Observed//Recommendations:

The report states :

- *Significant corrosion is present on the interior plumbing, specifically the inlet structure.*
- *On the tank exterior, the lid height of the hatch should be increased to at least 2”.*
- *A locking vandal guard should be installed on the exterior ladder, and perimeter lighting added to deter vandalism.*
- *In accordance with current OSHA standards, an anti-skid material should be installed on the rungs of the access ladder.*

NOTE: While no metal loss is apparent at this time the PE indicated that the utility should consider replacing the tank. Therefore, based on the PE's recommendations, it would be a good idea to consider budgeting for the replacement of the tank within the next 5 years.

In accordance with Chapter 62-555.350(2) of the Florida Administrative Code (F.A.C.):

“(2) Suppliers of water shall keep all necessary public water system components in operation and shall maintain such components in good operating condition so the components function as intended. ”

Please review the above deficiencies and take the necessary step to address these issues to ensure the integrity of the coating system and continued protection of the water tank..

It is FDOH-Polk's desire that you are able to adequately address the aforementioned issue so that this matter can be closed.

**Florida Department of Health
in Polk County**
ENVIRONMENTAL HEALTH DIVISION
2090 East Clower Street • Bartow, FL 33830-6741
PHONE: (863) 519-8330 • FAX: (863) 534-0245
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www.FloridaHealth.gov
TWITTER: HealthyFLA
FACEBOOK: FLDepartmentofHealth
YOUTUBE: fldoh
FLICKR: HealthyFla
PINTEREST: HealthyFla

Florida Health: the first accredited public health system in the U.S.

PWS #6530485

You may contact me at (863) 578-2033 if you have any questions. We look forward to your cooperation in resolving this matter.

Sincerely,

Alphonse Inevil

Digitally signed by alphonse.inevil@flhealth.gov
DN: cn=alphonse.inevil@flhealth.gov
Date: 2021.11.03 11:31:10 -0400

Alphonse Inevil / Compliance Officer



Alphonse Inevil, MSEE/M Ed.

Environmental Specialist III

Environmental Health Division

Florida Department of Health in Polk County

2090 East Clower Street, Bartow, FL 33830-6741

Office (863) 578-2033 FAX (863) 534-0245

Email: Alphonse.Inevil@flhealth.gov

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Mission: To protect, promote, and improve the health of all people in Florida through integrated state, county, and community efforts

Email copy to:

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[Gerald Robinson] Gerald.robinson@flhealth.gov

[Darian S. Lalla] darian.lalla@flhealth.gov

[Henry Taghiof] hamid.taghiof@flhealth.gov

[Clifton Bernard] cbernard@townofdundee.com

[Tandra S. Davis] tdavis@townofdundee.com

[Brian Martin] bmartin@chastainskillman.com

[Carrie Ray-Murray] cray@townofdundee.com

Tank Inspection Reports

Inspection Standards

Condition Ratings	Inspection Findings	Change
Excellent	No deficiencies noted.	
Good	Minor deficiencies noted.	Item is functioning as designed.
Fair	Major deficiencies noted.	<i>Item in need of repairs to continue functioning as designed.</i>
Poor	Repair or Replacement is required immediately.	<i>Item may no longer function as designed.</i>

Items Needing Repairs -TANK 1 – Hickory Walk

Item/s	Condition	Repairs	Completed
External Ladder	Safety – Rungs not anti-skid	Anti-skid tape installed on rungs	Staff completed on 07-06-2022
Balcony & Railing	Safety - No Swing Gate in Place (ladder meets rail)	As noted.	Need Outside Contractor
Interior Reservoir-Inlet Structure	Severe corrosion (10 being least corrosion - given 1)	Major - Need of repairs to continue functioning as designed.	Need Outside Contractor
Interior Reservoir – Outlet Structure	Fair - Heavily rusted rating of 1, also corrosion and metal loss	Major - Need of repairs to continue functioning as designed.	Need Outside Contractor
Coating on interior, plumbing components and piping	Poor – coating staining, cracking, blisters of 1/2", delamination	Needs to be fixed immediately.	Need Outside Contractor
Security – Perimeter	Area around tank is not well lit.	As noted.	Need Outside Contractor
Security –Ladders	Outfit primary access ladder w/locking guard	As noted.	Need Outside Contractor
Security – Hatch	Hatch location not electronic monitored	As noted.	Need Outside Contractor
General Appearance	Staining, needs pressure washed and painted.	As noted.	

Additional Interior Tank Recommendation include:

- Tank interior rated as **Fair**, since significant corrosion is present on interior plumbing – inlet and outlet pipes – utility should consider replacement options of these items and coat the interior of tank. **Repairs to be made to continue functioning as designed.**

Additional Exterior Recommendation include:

- In addition to the screen, the egress point of the overflow should have a gasket and flapper valve. **Repairs to be made.**



Tank Inspection Report

Town of Dundee

Tank No. 1

Liquid Engineering Corporation 55309

Tank Name:	Tank No. 1	Tank Type:	On-Grade
City:	Dundee	Tank Capacity:	750KG
State:	FL	Type of Construction:	Concrete
Built By:	Precon	Year Built:	2010
Cleaned and Inspected By: LEC Maintenance Team 10 – Team Leader: Ed Bomberger			
Project Date: January 23 rd , 2021			

GENERAL

This report is a supplement to the visual and video inspection undertaken for the Town of Dundee by Liquid Engineering Corporation of Billings, MT. Tank No. 1 is an on-grade concrete storage tank. The tank has a 750,000-gallon capacity and is 22' high and is approximately 76' in diameter.



STANDARDS

The inspection of this tank was performed by a dive maintenance technician using surface supplied air, totally encapsulated in a sealed dry suit mated to a sealed dry divers hard hat and conducted in accordance with all applicable OSHA, EPA, AWWA, NACE, SSPC and ADC requirements and/or recommendations.

The inspection consisted of a visual observation of the tank's interior and exterior components and coating system. The tank was not drained for the inspection and all interior assessment data was recorded using real time video with live voice narration. Exterior assessment data was documented using digital still photographs.

CONDITION OBSERVATIONS

Conditions noted during the field inspection are documented in the following pages and are supplemented with color photographs at the end of the report. Condition ratings used to describe the inspection findings are annotated as follows:

Excellent:	No deficiencies noted.
Good:	Minor deficiencies noted. Item is functioning as designed.
Fair:	Major deficiencies noted. Item is in need of repairs to continue functioning as designed.
Poor:	Repair or replacement required immediately. Item may no longer function as designed.

CONTAMINATION, HEALTH & SAFETY REPORT

Contamination and Health

- **Air Vents and Screens** – As opposed to a traditional air vent, the tank is equipped with an aeration unit and four integrated vents that act as emergency overflows. Each appears to be properly screened and in good condition.
- **Hatches** – The hatch is properly sealed and secured.
- **Roof / Wall Integrity** – No holes or standing water are reported on the roof or walls, but minor cracking is present in both locations.
- **Manway Integrity** – The manway is secure; there are no visible signs of leaking.
- **Water Clarity** – The water is clear and there is no odor or floating surface debris reported.
- **Telemetry Penetrations** – Each of the penetrations has a proper seal.

Facility Safety Compliance

- **External Ladder** – The exterior ladder measures 22' in height and is in overall good condition. It is equipped with a locking vandal guard, and although there are no missing or damaged rungs, they are not of anti-skid construction.
- **Rail & Rungs** – The rungs are spaced at 10" and have an 8 ½" toe depth. The rails are 2" in width and thickness, and the rail-to-rail span is 18".
- **Manway** – The manway measures 54" x 21" and has a bolted support.
- **Hatch** – The primary access way measures 38 ½" square. The hatch lip is 6" and the overlap is 2".
- **Balcony & Railing** – The walkway is 22' wide. It is surrounded by a 2-piece safety rail which measures 45" in overall height, 24" at mid-rail, and there is a 4" toe kick in place. It should be noted there is no swing gate in place where the ladder meets the railing.
- **Roof** – There are numerous safety tie-off points on the roof of the tank; each is in good condition.

INTERIOR RESERVOIR INSPECTION REPORT

Interior Reservoir Roof

- ✓ Vents – Only minor corrosion and staining is present on the interior portion of the vent structure.
- ✓ Roof Slabs – Staining and efflorescence are present in each quadrant and isolated areas of exposed reinforcement are noted in Quadrant 1 and 2. Efflorescence is simply mineral material leaching from the concrete; it will not affect the quality of the water within the reservoir.

Interior Reservoir Walls

- Wall to Roof Joint – The joint is in similar condition to the roof with staining and efflorescence reported.
- ✓ Wall Structure – Staining and cracking with efflorescence are present, but the walls appear to be in good condition overall. The cracking does seem to be limited to the lower wall area near the floor.
- Baffle Wall – The tank is equipped with a CMU baffle wall that runs from the 1 o'clock position to the 7 o'clock location. Staining and isolated efflorescence are noted, but it does appear to be sound.
- ✓ Ladder Structure – The fiberglass ladder shows staining, but the ladder, stainless steel hardware and stand-offs are in good condition. There is a safety climb system in place which appears to be securely attached and safe for use.
- ✓ Leaking – No indications of leaking are present from any portion of the walls.

Interior Reservoir Floor

Cracking

- Perimeter Joint – In addition to staining, the inspector reports cracking with efflorescence in each quadrant.
- Floor Slabs – Prior to beginning the final inspection, a skiff of sediment was removed allowing for a full evaluation of the slabs. The sediment ranged in depth from a skiff to nearly ½" in Quadrant 2. Staining and efflorescence are noted in each quadrant, and there is also an isolated area of minor cracking in Quadrant 4.

Interior Reservoir Plumbing Components

- Repair
- Repair
- 1 • Inlet Structure – The inlet penetrates the floor of the tank and extends into the aeration unit before returning to the water column. Significant corrosion is reported on the pipe, which measures approximately 15" in diameter. Using the SSPC scale with "10" being the least corroded, the inlet is given a "1". The two PVC pipes that direct the water back into the tank appear stained but are otherwise in good condition.
 - 1 • Outlet Structure – The outlet is also located in Quadrant 1. It measures 20" diameter with a 7" silt stop riser. As is the case with the inlet, it is heavily rusted and rates as a "1". The inspector also reports corrosion with metal loss on the anti-vortex guard.
 - Drain – The 5 ½" floor drain is positioned near the inlet. Several rust nodules have formed along the perimeter of the penetration, but it does appear to be unobstructed.
 - ✓ Manway – The manway penetrates the lower wall of the tank in Quadrant 4. No corrosion is present, and there is adequate gasket material in place. The manway is rated as a "10".
 - ✓ Overflow – The overflows are located near the roof to wall joint in each quadrant. Each of the components is properly screened and all appear to be in good condition.
 - ✓ Coating – The condition of the coating on the interior components is poor. In addition to staining, cracking and delamination, blisters averaging ½" are noted.
 - ✓ Leaking – No indications of leaking are present at any of the plumbing components.
- Repairs Immediate

EXTERIOR RESERVOIR INSPECTION REPORT**Exterior Reservoir Roof**

- ✓ **Roof** – Light discoloration and moderate cracking are noted, but the roof does appear to be in satisfactory condition.
- ✓ **Vents** – No discrepancies are noted in regard to the vents / screens.
- ✓ **Roof Hatch** – The primary access hatch, hinges and lock and hasp, are in good condition overall.
- ✓ **Hatch Cage** – The rail surrounding the hatch appears to be securely attached and in good condition.
- ✓ **Coating** – The exterior coating is cracked and stained, but otherwise in satisfactory condition.

Exterior Reservoir Walls

- ✓ **Roof to Wall Seam** – The seam shows staining but is sealed and in good condition.
- ✓ **Wall Structure** – In addition to staining, the exterior wall slabs exhibit settling cracks in each quadrant.
- ✓ **Coating** – The exterior coating / paint appears to be in good condition in all quadrants with very light organic staining present.

Foundation

- ✓ **General appearance** - Staining is the only irregularity noted in regard to the footing ring, and no indications of leaking or ground subsidence are present.

GENERAL TANK SECURITY**Security**

- ✓ **Perimeter** – The area surrounding the tank is not well lit.
- ✓ **Fencing** – The tank is surrounded by a security fence, which was locked upon the crew's arrival.
- ✓ **Ladders** – The primary access ladder is not outfitted with a locking vandal guard.
- ✓ **Hatch** – The hatch location is equipped with a lock, but not electronic monitoring device.

SUMMARY

The **INTERIOR** of the tank appears to be in fair condition overall. Recommendations include:

- Significant corrosion is present on the interior plumbing, specifically the inlet and outlet pipes. No metal loss is apparent at this time, but the utility should consider replacement options.

The tank **EXTERIOR** appears to be in good condition. Recommendations follow:

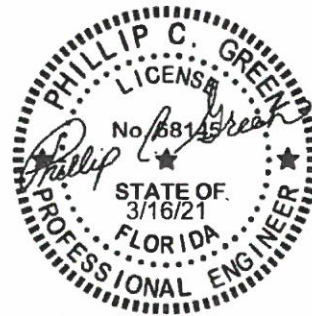
- In accordance with current OSHA standards, an anti-skid product should be added to the exterior ladder rungs, and a swing gate installed where the ladder meets the safety railing.
- In addition to the screen, the egress point of the overflow should have a gasket and flapper valve.

At a minimum, the utility should continue to clean and inspect this tank every three years. Preventive maintenance of this nature will ensure that the identified discrepancies in this tank are closely monitored and will provide a record of care in the future.

(As a disinterested third-party inspector, LEC does not engage in the construction or rehabilitation of potable water storage facilities. LEC will, in its commitment to our clients and upon request, identify to the client relevant entities that are professionally reliable and best capable of completing the recommended work, or assist the client in research tips that will enable them to make a decision that best serves the utility.)

DISCLAIMER

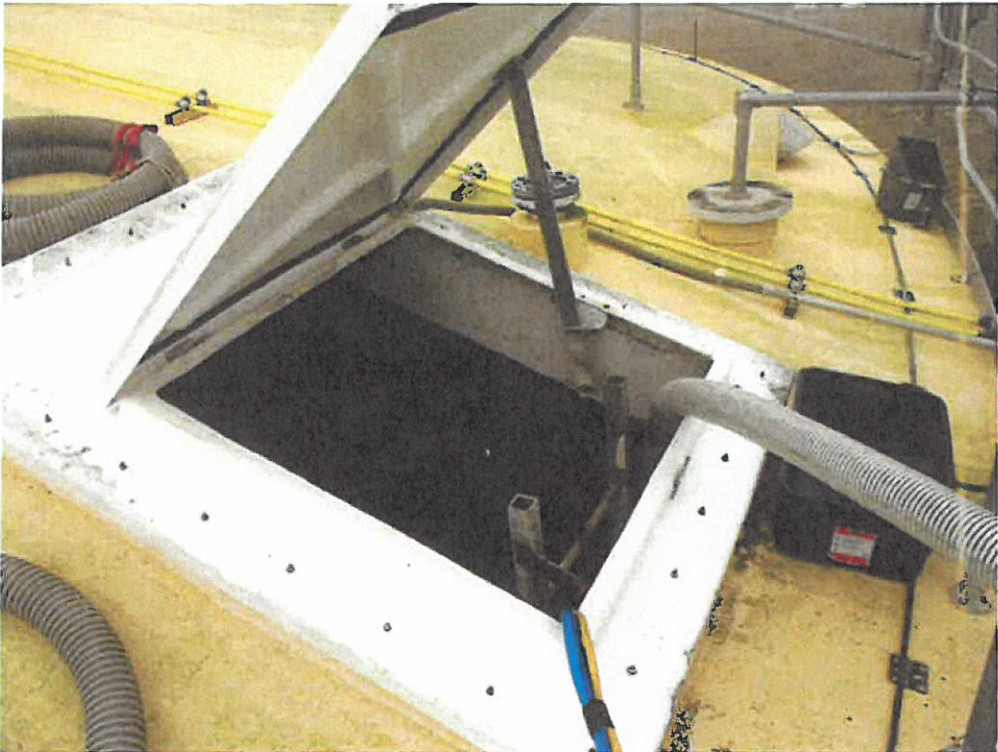
Unless otherwise noted, the findings documented in this report were neither prepared by nor reviewed by a Licensed Professional Engineer.



APPENDIX A

Photographs

Condition of Access Hatch



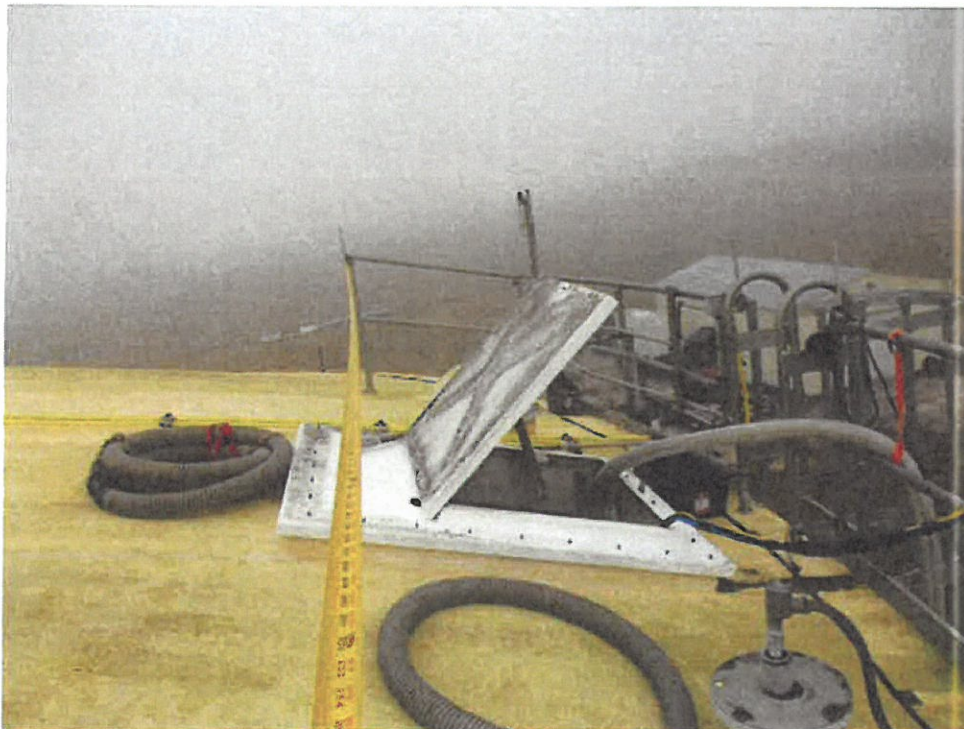
Cracking and Staining on Roof



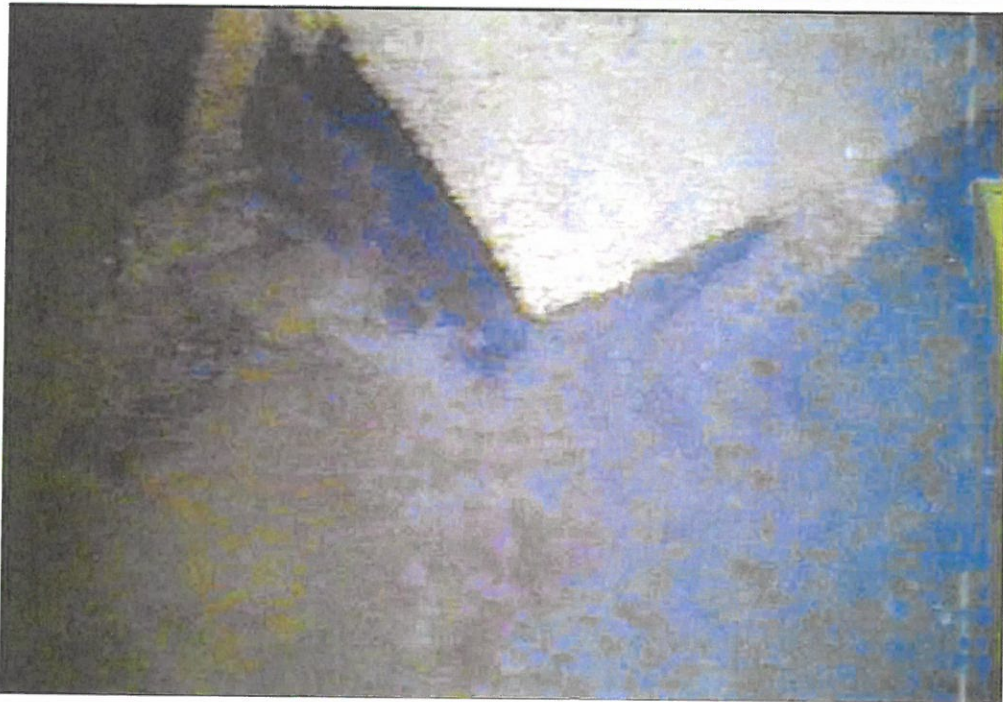
Ladder Rungs (note lack of anti-skid surface)



Ladder and Safety Rail (note lack of swing gate)



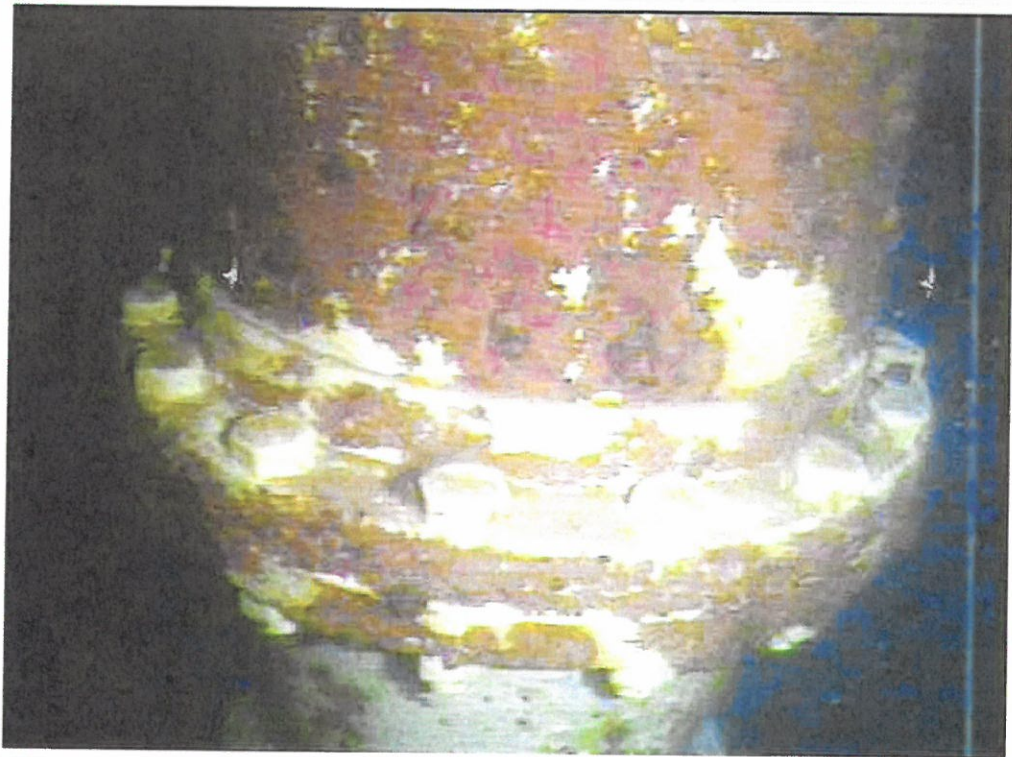
Condition of Outlet and Anti-Vortex Guard (note substantial corrosion)



Floor Drain (note rust nodules at perimeter)



Inlet Pipe (note coating failure and corrosion)



Condition of Baffle Wall



Isolated Cracking



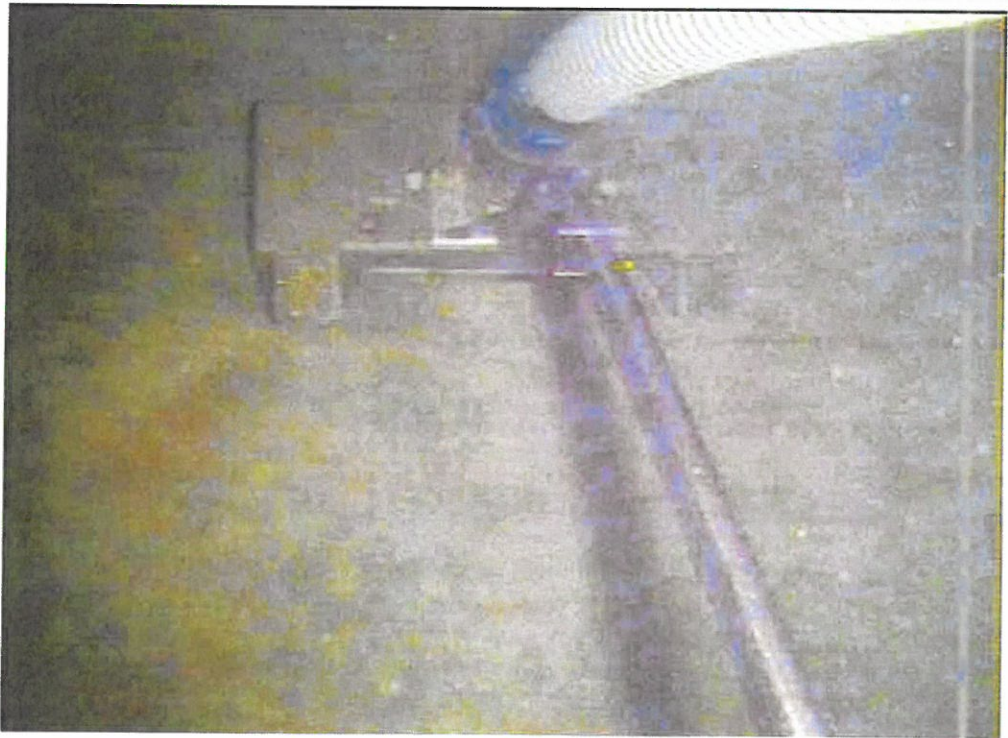
Upper Section of Baffle Wall and Aeration Returns



Condition of Upper Walls



Condition of Floor Slabs (during sediment removal operations)



APPENDIX B

Liquid Engineering Corporation
Concrete Water Reservoir Inspection Report

Job Number: 55309 Utility: TOWN OF DUNDEE Tank: NO 1 Date: 1/23/2021
 Inspector: J. VISSER Dive Controller: L. HARGIS Capacity: 750KG Dimensions: 22' TALL 76' WIDE

CONCRETE CONDITION CODE							
A - Abrasion	D - Deformation	G - Contraction	J - Chalking	M - Erosion	P - Popouts	S - Spalling	V - Void
B - Bug Holes	E - Efflorescence	H - Deflection	K - Checking	N - Peeling	Q - Settling	T - Exposed Aggregate	X - Exposed Reinforcement
C - Cracking	F - Fissure	I - Delamination	L - Expansion	O - Curling	R - Stains		

QUADRANT 1 **QUADRANT 2** **QUADRANT 3** **QUADRANT 4**

INTERIOR RESERVOIR ROOF

Roof Slab(s)	R, E, X	R, E, X	R, E	R, E
Expansion Joint(s)				
Support Beam(s)				
Beam Joint(s)				

General Appearance: Good Coating: N/A
 All expansion Joints: Uniform width: ----- Uniform Level: ----- Gaskets Intact: -----

INTERIOR RESERVOIR WALLS

Wall-Roof Joint	R, E	R, E	R, E	R, E
Wall Structure	R, C, E	R, C, E	R, C, E	R, C, E

General Appearance: Good Coating: N/A Leaking: None observed

~~**INTERIOR RESERVOIR SUPPORT COLUMNS**~~

Columns				
Column Capitals				
Column Bases				

General Appearance: ----- Coating: N/A

INTERIOR RESERVOIR FLOOR

Perimeter Joint	R, C, E	R, C, E	R, C, E	R, C, E
Floor Slabs	R, E	R, E	R, E	R, C, E

General Appearance: Good Coating: N/A Sump System: ----- Leaking: None observed

~~All expansion Joints~~ Uniform width: ----- Uniform Level: ----- Gaskets Intact: -----

Additional Comments:

DISCLAIMER

Liquid Engineering does not provide consulting engineering services. Unless otherwise noted, the findings contained in this report were neither prepared nor reviewed by a licensed Professional Engineer, but are based on experience, training and visual examination of the Dive Maintenance Technician

Liquid Engineering Corporation
Concrete Water Reservoir Inspection Report

Job Number: 55309
 Inspector: J. VISSER

Utility: TOWN OF DUNDEE
 Dive Controller: L. HARGIS

Tank: NO 1
 Date: 1/23/2021

SSPC Rating		SSPC Rating		SSPC Rating	
Grade	Description - Good Condition	Grade	Description - Fair Condition	Grade	Description - Poor Condition
10	No Rusting, or <0.01% of surface is rusted	7	Isolated rust, <.03% of surface is rusted	4	Approximately 10% of the surface is rusted
9	Minor rusting, or <0.03% of surface is rusted	6	Extensive rusting, <1% of surface is rusted	3	Approximately 17% of the surface is rusted
8	Isolated rust, <.01% of surface is rusted	5	Approximately 3% of the surface is rusted	2	Approximately 33% of the surface is rusted
				1	Approximately 50% of the surface is rusted
				0	Approximately 100% of the surface is rusted

QUADRANT 1 **QUADRANT 2** **QUADRANT 3** **QUADRANT 4**

INTERIOR RESERVOIR PLUMBING COMPONENTS

	SSPC Rating	Corrosion	SSPC Rating	Corrosion	SSPC Rating	Corrosion	SSPC Rating	Corrosion
Inlet Plumbing	1	Significant	N/A	-----	N/A	-----	N/A	-----
Outlet Plumbing	1	Significant	N/A	-----	N/A	-----	N/A	-----
Manways	N/A	-----	N/A	-----	N/A	-----	10	None Noted
Floor Drains	6	Significant	N/A	-----	N/A	-----	N/A	-----
Interior Overflow	N/A	-----	N/A	-----	N/A	-----	N/A	-----
Other Plumbing	N/A	-----	N/A	-----	N/A	-----	N/A	-----

Coating Deficiencies: Blistering Delamination Chalking Checking Cracking Cratering Pinholes Staining Sags/Runs

Over All Coating Condition Poor Average Blister Size 1/2"

Over All Structural Condition Good Weld Condition Good Average Pit Depth NONE

Repair Immediate

CONCRETE CONDITION CODE

A - Abrasion	D - Deformation	G - Contraction	J - Chalking	M - Erosion	P - Popouts	S - Spalling	V - Void
B - Bug Holes	E - Efflorescence	H - Deflection	K - Checking	N - Peeling	Q - Settling	T - Exposed Aggregate	X - Exposed Reinforcement
C - Cracking	F - Fissure	I - Delamination	L - Expansion	O - Curling	R - Stains		

QUADRANT 1 **QUADRANT 2** **QUADRANT 3** **QUADRANT 4**

EXTERIOR RESERVOIR ROOF

Roof Slab(s)	R, C	R, C	R, C	R, C
Expansion Joint(s)	 			

General Appearance: Good Coating: N/A Vents: Good Level Indicator: Good

All expansion Joints Uniform width: ----- Uniform Level: ----- Gaskets Intact: -----

EXTERIOR RESERVOIR WALLS

Wall-Roof Joint	R	R	R	R
Wall Structure	R, C	R, C	R, C	R, C

General Appearance: Good Coating: Cracking Leaking: None observed

Overflow Structure: Good

All expansion Joints Uniform width: ----- Uniform Level: ----- Gaskets Intact: -----

EXTERIOR RESERVOIR FOOTINGS / FOUNDATION

Perimeter Joint	R	R	R	R
Footring				

General Appearance: Good Coating: Good Leaking: None observed Ground Subsidence: None observed

~~All expansion Joints~~ Uniform Width: ----- Uniform Level: ----- Gaskets Intact: -----

DISCLAIMER

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Liquid Engineering Corporation
Potable Water Reservoir Contamination, Health and Safety Report (Primary)

Job Number: 55309

Utility: TOWN OF DUNDEE

Tank: NO 1

Inspector: J. VISSER

Dive Controller: L. HARGIS

Date: 1/23/2021

FACILITY SAFETY & HEALTH

Primary Air Vent	Type: Other	Screen : Good	Pressure Vacuum / Frost Proof: No
Exterior Overflow	Flapper: No	Screen: Yes	Gasket: No Condition: Good
Cathodic Protection	System Installed: No	Cathodic Access Covers #: 0	Properly Sealed: ----
Water Level Indicator	Type: Board	Condition: Fair	Penetration Points Properly Sealed: Yes
Heater System	Installed: No	Type: -----	
1st Access Hatch	Type: Square	Size: 38.5 in. (24" - 24" x 15" min)	Properly Sealed: Yes
Hatch Height: 6	in. (min 4")	Lid Height: 2 in (min 2")	Properly Secured: Yes
2nd Access Hatch	Type: -----	Size: in. (24" - 24" x 15" min)	Properly Sealed: ----
Hatch Height:	in. (min 4")	Lid Height: in (min 2")	Properly Secured: ----

Primary Manway

Locations	Wall: Q4	Leg:	Roof:	Riser Pipe:	Other:
Type and Size	Type: Other	Size: 54" X21" in (24" - 18"x22")			
Support Structure	Type: Bolted	Condition: Good			
WT Integrity	Leaks: No	Condition: Good			

Primary Exterior Ladder

Location	Wall: Q1	Leg:	Roof:	Riser Pipe:	Other:
Overall Ladder	Condition: Good	Height: 22'	Offset Landing: No		
Vandal Guard	Present: Yes	Locked: Yes			
Ladder Rails & Rungs	Condition: Good	Anti-Skid Rungs: No	Missing/Damaged Rungs: No		
Rung Spacing & Depth	Spacing: 10 in. (max 12")	Toe Depth: 8.5 in. (min 7")			
Rail Spacing & Size	Width: 2 in. (min 2")	Thickness: 2 in. (min 1/4")	Rail to Rail: 18 in. (min 16")		
Safety Climb System	Type: Cage	Condition: Good			

Primary Balcony & Railing

Location	On Roof: Q1/Q4	Around Bowl:	At Interior Landing:	Other:
Deck / Walkways	Condition: Good	Width: 22' in. (min 24")		
Top Rails	Condition: Good	Height: 45 in. (min 42" +/- 3")	Swing Gate Present: No	
Mid Rails	Condition: Good	Height: 24 in. (half the distance between top rail and floor)		
Toe Boards	Condition: Good	Height: 4 in. (min 4")		

Roof Integrity:	Holes: No	Cracking: Yes	Standing Water: No	Other:
Wall Integrity:	Holes: No	Cracking: Yes	Leaks: No	Other:
Safety Tie-Off Points	Type: Integrated/Structural	#: 10+	Condition: Good	
Antennas	Type: ----	#: 0	Location(s): Roof: Bowl: Leg: Other:	
Water Clarity	General Appearance: CLEAR	Odor: NONE	Surface Debris: NONE	
Hypalon Floating Cover	Condition: ----	Holes: ----	Tears: ----	
Grounding System	Present: No			

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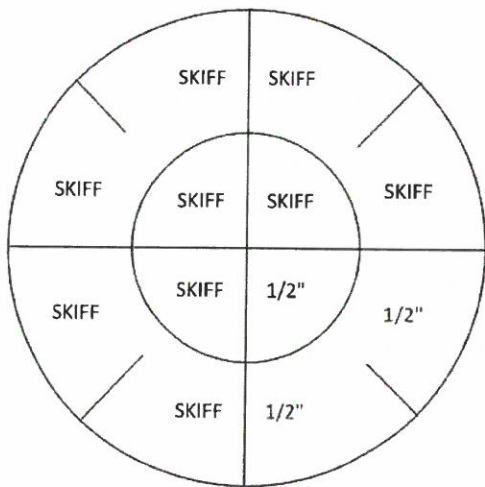
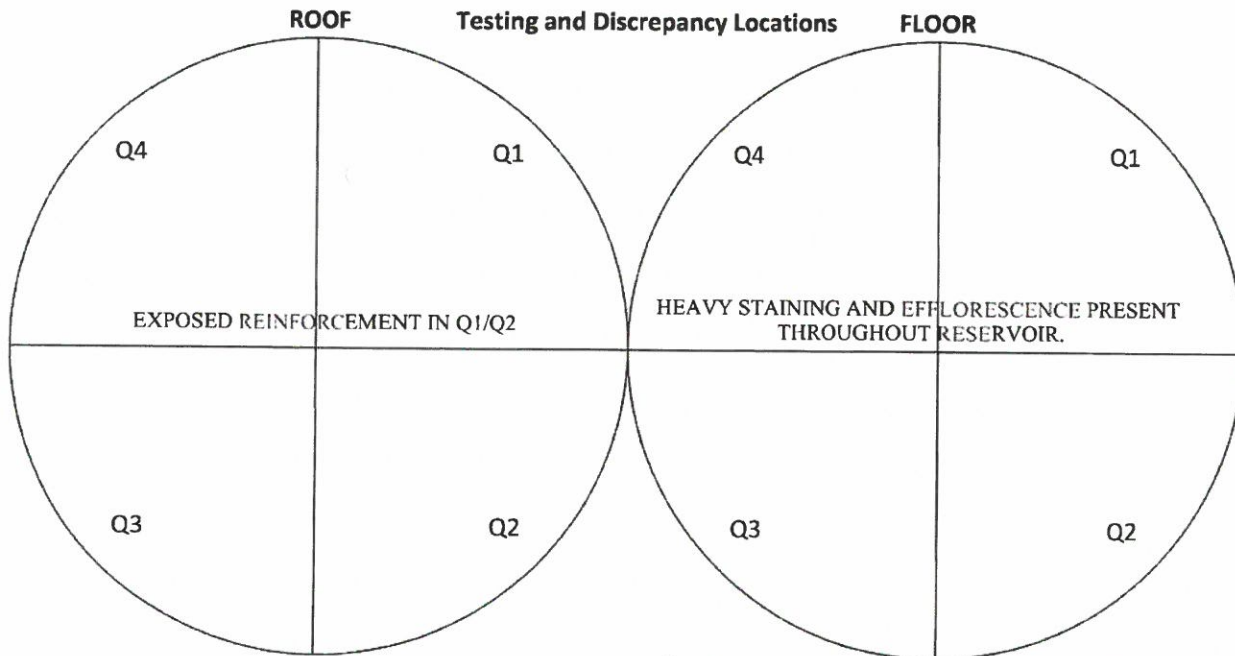
Liquid Engineering Corporation
Circular Tank Diagram / Information Worksheet

Job Number 55309

Utility Name TOWN OF DUNDEE

Tank Name NO 1

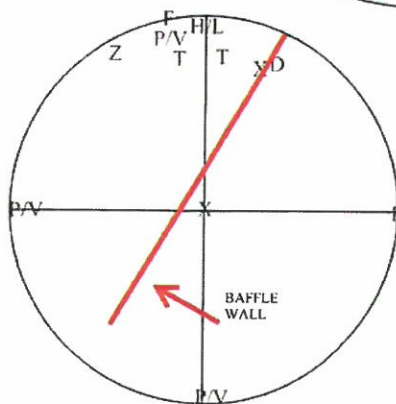
Quadrant 1	Quadrant 2	Quadrant 3	Quadrant 4
SETTLING CRACKS ALONG FLOOR TO WALL JOINT AS WELL AS STAINING.			



Sediment Depth Measurements

Average Sediment Depth = The sum of all measurements taken, divided by the number of measurements taken

Avg. Depth SKIFF **Cubic Yardage** N/A **Sediment Type** IRON/SAND



Plumbing & Structure location

Plumbing and structure codes
 O=Outlet X=Inlet Z=Manway
 V=Vent D=Drain S=Sump
 L=Ladder H=Hatch P=Overflow
 F=Float Level Indicator
 T=Telemetry

Column Placement

Type of Column ○ □ I
 Base Structure [] [] [] []
 Top Structure [] [] [] []
 Column Construction -----

DISCLAIMER

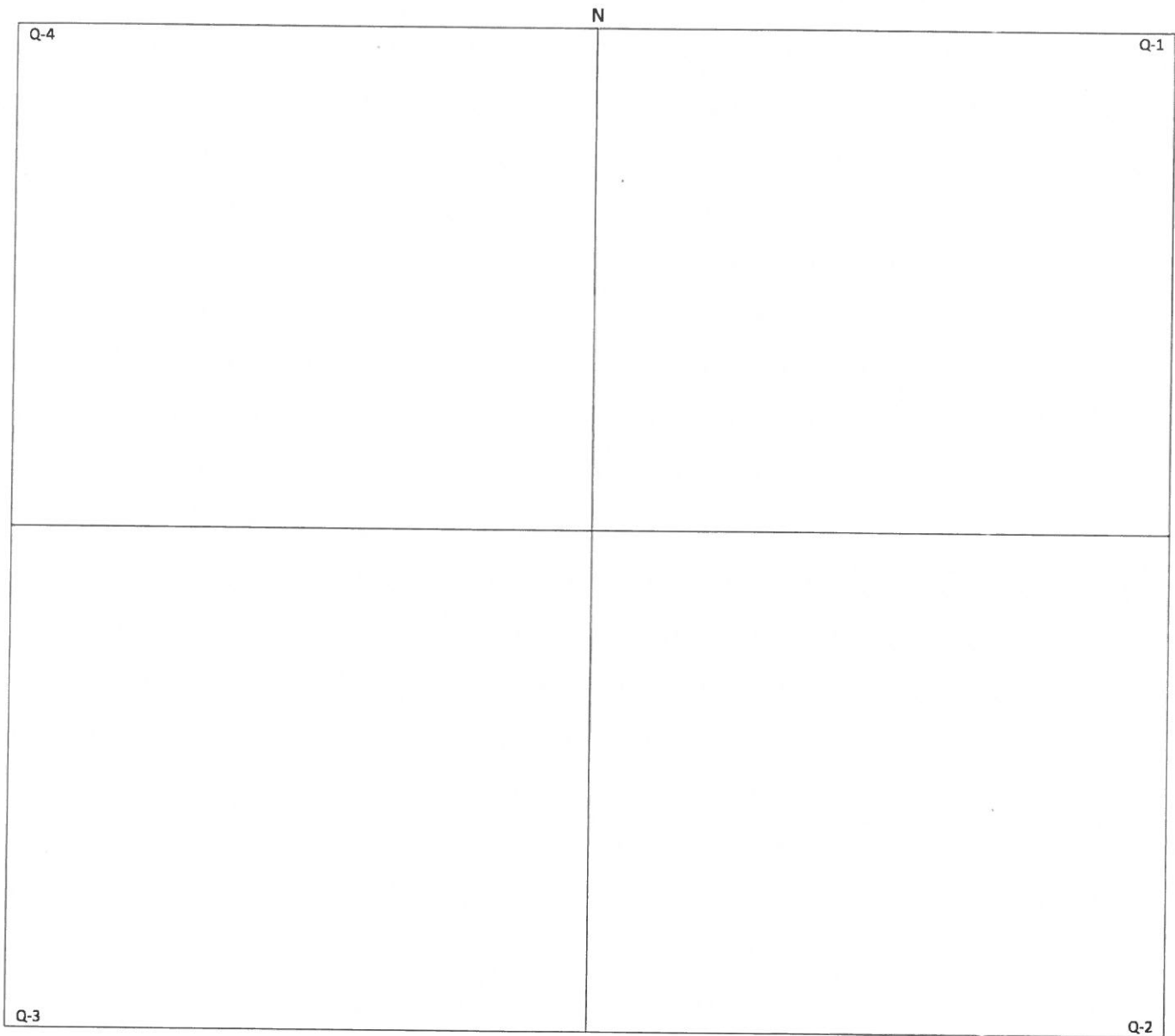
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Liquid Engineering Corporation
Rectangular Tank Diagram / Information Worksheet

Job Number 55309

Utility Name TOWN OF DUNDEE

Tank Name NO 1



Sediment Depth Measurements

Average Sediment Depth = The sum of all measurements taken, divided by the number of measurements taken

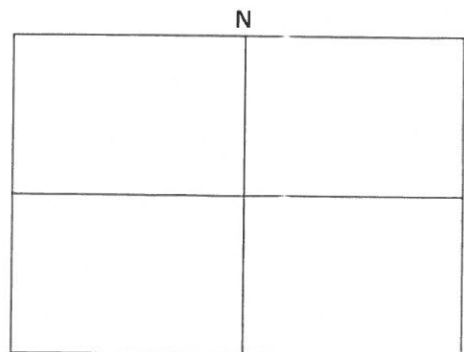
Avg. Depth Cubic Yardage Sediment Type

Plumbing & Structure location

Plumbing and structure codes
 O=Outlet X=Inlet Z=Manway
 V=Vent D=Drain S=Sump
 L=Ladder H=Hatch P=Overflow
 F=Float Level Indicator
 T=Telemetry

Column Placement

Type of Column ○ □ I
 Base Structure [] [] [] I
 Top Structure [] [] [] I
 Column Construction -----



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Liquid Engineering Corporation
Potable Water Reservoir Security / Measurement Worksheet

Job Number 55309

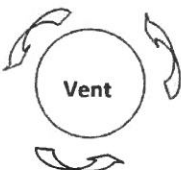
Utility Name TOWN OF DUNDEE

Tank Name NO 1

Security

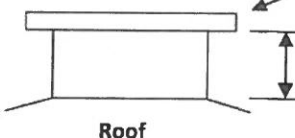
Is the area surrounding the tank well lit?	No
Is the tank surrounded by a Security Fence?	Yes
Are the access gates locked?	Yes
Is the tank equipped with a Vandal Guard on the primary access ladder?	Yes
If so, is the Vandal Guard locked?	Yes
Are the access roads in good repair?	Yes
Are all of the hatches equipped with electronic monitoring devices?	No
Are the external plumbing components housed in a secure vault or out-building?	Yes
Does the surrounding geography of the tank obscure it from public view?	No
Does the exterior of the tank show signs of trespass?	No

Measurements



Vent

Outside Circumference
N/A Inches



Roof

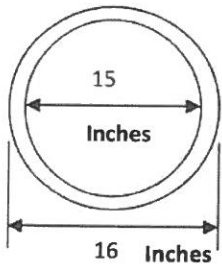
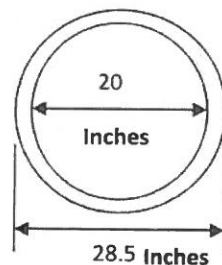
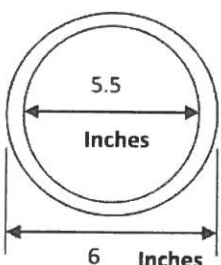
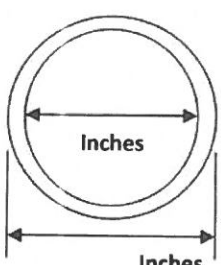
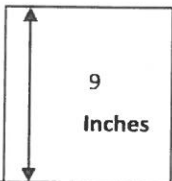
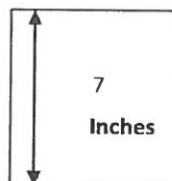
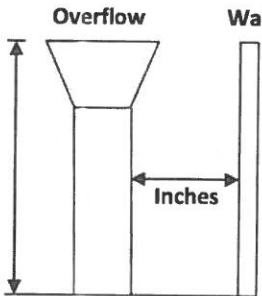
Flange Metal Thickness N/A Inches

Roof to Screen or Flange N/A Inches

Flange N/A

Number of Bolt Holes N/A Inches

Size of Bolts N/A Inches

Inlet	Outlet	Drain	Overflow
			
<p>Inlet Riser</p>  <p>9 Inches</p> <p>Floor</p>	<p>Outlet Riser</p>  <p>7 Inches</p> <p>Floor</p>	<p>Overflow Wall</p>  <p>Feet/Inches Inches</p> <p>Floor</p>	

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Liquid Engineering Corporation
Potable Water Reservoir Immediate Needs Assessment

Job Number: 55309

Utility: TOWN OF DUNDEE

Tank: NO 1

Inspector: J. VISSER

Dive Controller: L. HARGIS

Date: 1/23/2021

1. Health and Safety Items

- Safety Climb System Installation:
 Vent Screen Repairs:

2. Testing Items

- Dye Testing for Leak Evaluation:
 Presence of Lead Test (Interior/Exterior):

3. Repair Items

- Epoxy Coating Repairs:
 Temporary Leak Repairs:
 Float Operated Level Indicator Repairs / Maintenance:
 Hypalon Repairs:

4. Security Related Items *(Critical security upgrade information is immediately available)*

- Tank vents are not equipped with a security vent shroud:
 Tank hatches are not equipped with a security hatch locking device:
 Tank perimeter not adequately secured:

The above mentioned additional work is considered immediately necessary and is recommended to be completed. Some items may be completed in conjunction with work currently being performed while the crew is on site.

Reservoir Inspection Condition Supplemental

Upon entering the reservoir the diver noticed a skiff of sediment, however once he rounded the baffle wall this grew to approximately 1/2" of an iron sand based sediment. Once this was removed the diver looked at the floor and deemed it to be in good condition with staining present in all four quadrants. The floor to wall seam however exhibited evidence of settling cracks running along the perimeter of the reservoir with efflorescence forming around all of the cracks. Looking at the inlet plumbing which goes up towards the aerator it appears to have significant surface corrosion forming on the entire surface but is in good structural condition. The outlet pipe in the reservoir is in poor condition with heavy galvanic corrosion forming along the vortex guard, the outlet itself has large rust nodules forming but is unobstructed and in good structural condition. Overall the roof of the in quadrants 1 and 2 is in good condition with areas of exposed reinforcement but no other major discrepancies observed. The roof of the lower walls of the reservoir in all four quadrant have areas of cracking and efflorescence forming throughout. The upper walls of the reservoir have staining and efflorescence forming above the water line. on the opposite side of the baffle there is 2 PVC inlet pipes running from the aerator system of the roof of the reservoir to the floor, all of the concrete blocks supporting the inlet pipes are in good condition with no major discrepancies on any of the plumbing. The floor drain in the reservoir is in quadrant 1 where the opening of the inlet is and is in good condition with some large rust nodules forming. The roof of the reservoir in quadrant 3 of 4 is in good condition with no major discrepancies. The internal ladder in the reservoir is in good condition. The float level indicator is in good condition with heavy staining along the PVC structure it is inside of. The telemetry in the reservoir no longer seems to be hung properly and is likely not giving an accurate reading. overall the reservoir is in good condition with no major discrepancies to note.

Liquid engineering recommends another clean and inspect every 3 years.

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Tank Inspection Reports

Inspection Standards

Condition Ratings	Inspection Findings	Change
Excellent	No deficiencies noted.	
Good	Minor deficiencies noted.	Item is functioning as designed.
Fair	Major deficiencies noted.	<i>Item in need of repairs to continue functioning as designed.</i>
Poor	Repair or Replacement is required immediately.	<i>Item may no longer function as designed.</i>

Items Needing Repairs -TANK 2- Riner

Item/s	Condition	Repairs	Completed
External Ladder	Safety – Rungs not anti-skid	Anti-skid tape has been installed on rungs.	Staff completed on 07-06-2022
Hatch	Safety – Hatch pip is 4” and current lid height is 1 ½”.	AWWA standards lid height to be 2” - Increase height to 2”	Repair to AWWA standards.
Balcony & Railing	Safety – Tank is not equipped with safety rail	Noted to do.	Need Outside Contractor
Interior Reservoir-Inlet Structure	100% Surface corroded (10 being least corrosion -given 0)	Major - Need of repairs to continue functioning as designed.	Need Outside Contractor
Interior Reservoir – Outlet Structure	Extensive rusting in Q-1, rated as a 6.	Repairs to continue functioning as designed.	Need Outside Contractor
Coating on interior, plumbing components, and piping	Manway significant corrosion rating 5 – Coating on interior components is POOR staining, cracking, and delamination	Needs to be fixed immediately.	Need Outside Contractor
Security –Ladders	Outfit Primary access ladder w/locking vandal guard	Noted to do.	Need Outside Contractor
Security – Hatch	Hatch location not electronic monitored	Noted to do late as part of security project	Need Outside Contractor

Additional Interior Tank Recommendation include:

- Tank interior rated as **Fair** since significant corrosion is present on interior plumbing – specifically the inlet structure – utility should consider replacement options of these items and coat the interior of tank. **Repairs to be made to continue functioning as designed.**

Additional Exterior Recommendation include:

- Tank should continue to be cleaned and inspected every 3 years. This item will become a CIP budgeted item for maintenance. Preventative maintenance will ensure and identified discrepancies and provide close monitoring with record of same. **Future Budget years**



Tank Inspection Report

Town of Dundee

Tank No. 2

Liquid Engineering Corporation 55309

Tank Name:	Tank No. 2	Tank Type:	On-Grade
City:	Dundee	Tank Capacity:	50KG
State:	FL	Type of Construction:	Concrete
Built By:	Crom	Year Built:	1985
Cleaned and Inspected By: LEC Maintenance Team 10 – Team Leader: Ed Bomberger			
Project Date: January 23 rd , 2021			

GENERAL

This report is a supplement to the visual and video inspection undertaken for the Town of Dundee by Liquid Engineering Corporation of Billings, MT. Tank No. 2 is an on-grade concrete storage tank. The tank has a 250,000-gallon capacity and is 13' high and is approximately 57' in diameter.



STANDARDS

The inspection of this tank was performed by a dive maintenance technician using surface supplied air, totally encapsulated in a sealed dry suit mated to a sealed dry divers hard hat and conducted in accordance with all applicable OSHA, EPA, AWWA, NACE, SSPC and ADC requirements and/or recommendations.

The inspection consisted of a visual observation of the tank's interior and exterior components and coating system. The tank was not drained for the inspection and all interior assessment data was recorded using real time video with live voice narration. Exterior assessment data was documented using digital still photographs.

CONDITION OBSERVATIONS

Conditions noted during the field inspection are documented in the following pages and are supplemented with color photographs at the end of the report. Condition ratings used to describe the inspection findings are annotated as follows:

Excellent:	No deficiencies noted.
Good:	Minor deficiencies noted. Item is functioning as designed.
Fair:	Major deficiencies noted. Item is in need of repairs to continue functioning as designed.
Poor:	Repair or replacement required immediately. Item may no longer function as designed.

CONTAMINATION, HEALTH & SAFETY REPORT

Contamination and Health

- **Air Vents and Screens** – In addition to a traditional air vent, the tank is equipped with an aeration unit and four integrated vents that act as emergency overflows. Each appears to be properly screened and in good condition.
- **Hatches** – The hatch is properly sealed and secured.
- **Roof / Wall Integrity** – No holes or standing water are reported on the roof or walls, but minor cracking is present in both locations.
- **Manway Integrity** – The manway is secure; there are no visible signs of leaking.
- **Water Clarity** – The water is clear and there is no odor or floating surface debris reported.
- **Telemetry Penetrations** – Each of the penetrations has a proper seal.

Facility Safety Compliance

- **External Ladder** – The exterior ladder measures 13' in height and is in overall good condition. It is equipped with a locking vandal guard, and although there are no missing or damaged rungs, they are not of anti-skid construction.
- **Rail & Rungs** – The rungs are spaced at 12" and have a 9" toe depth. The rails are 2" in width and thickness, and the rail-to-rail span is 18".
- **Manway** – The manway measures 30" x 17" and has a bolted support.
- **Hatch** – The primary access way measures 36" square. The hatch lip is 4" and the lid height is 1 ½". Current AWWA standards call for the lid height to be no less than 2".
- **Balcony & Railing** – The tank is not equipped with a safety rail.
- **Roof** – There are four safety tie-off points on the roof of the tank; each is in good condition.

INTERIOR RESERVOIR INSPECTION REPORT

Interior Reservoir Roof

- **Roof Slabs** – Although staining and cracking are present, the roof is found to be in good condition overall.

Interior Reservoir Walls

- **Wall to Roof Joint** – Staining is present in each section, and the inspector also reports an isolated area of cracking with efflorescence in Quadrant 2. Efflorescence is simply mineral material leaching from the concrete; it will not affect the quality of the water within the reservoir.
- **Wall Structure** – Staining and cracking with efflorescence are present, but the walls also appear to be in good condition overall.
- **Baffle Wall** – The tank is equipped with a CMU baffle wall that runs from the 2 o'clock position to the 8 o'clock location. Staining and adhered sediment are noted, but it does appear to be sound.
- **Leaking** – No indications of leaking are present from any portion of the walls.

Interior Reservoir Floor

- **Perimeter Joint** – Aside from staining, no irregularities are reported in regard to the perimeter joint.
- **Floor Slabs** – Prior to beginning the final inspection, a skiff of iron sediment mixed with debris was removed allowing for a full evaluation of the slabs. The sediment was evenly distributed throughout the floor area. Staining from the mineral content in the water is noted in each quadrant.

Interior Reservoir Plumbing Components

- **Inlet Structure** – The inlet penetrates the floor of the tank and extends into the aeration unit before returning to the water column. The inspector was unable to obtain a measurement of the pipe but does report that 100% of the surface is corroded. Using the SSPC scale with "10" being the least corroded, the inlet is given a "0".
- **Outlet Structure** – The outlet is located in Quadrant 1 and measures 18 ½" in diameter with a 4" silt stop riser. Extensive rusting is present, and it is rated as a "6". The anti-vortex structure shows staining but is otherwise in good condition.
- **Drain** – The 7" floor drain is positioned in a sump measuring 24" square and 28" deep. Rust nodules have formed along the perimeter of the penetration, but it does appear to be unobstructed.
- **Manway** – The manway penetrates the lower wall of the tank at the 3 o'clock location. Significant corrosion is present at the perimeter and on the faceplate, and the manway is given a "5".
- **Coating** – The condition of the coating on the interior components is poor. In addition to staining and cracking, areas of delamination are reported.
- **Leaking** – No indications of leaking are present at any of the plumbing components.

EXTERIOR RESERVOIR INSPECTION REPORT

Exterior Reservoir Roof

- **Roof** – Light discoloration and isolated cracking are noted, but the roof does appear to be in good condition overall.
- **Vents** – No discrepancies are noted in regard to the vents / screens.
- **Roof Hatch** – The primary access hatch, hinges and lock and hasp, are in good condition overall.
- **Hatch Cage** – The rail surrounding the hatch appears to be securely attached and in good condition.

Exterior Reservoir Walls

- **Roof to Wall Seam** – The seam shows staining but is sealed and in good condition.
- **Wall Structure** – In addition to staining, the exterior wall slabs exhibit minor cracking in each quadrant.

Foundation

- **General appearance**- The foundation is buried and could not be evaluated, but there are no indications of leaking or ground subsidence.

GENERAL TANK SECURITY

Security

- **Perimeter** – The area surrounding the tank is well lit to deter vandalism.
- **Fencing** – The tank is surrounded by a security fence, which was locked upon the crew's arrival.
- **Ladders** – The primary access ladder is not outfitted with a locking vandal guard.
- **Hatch** – The hatch location is equipped with a lock, but not electronic monitoring device.

SUMMARY

The **INTERIOR** of the tank appears to be in fair condition overall. Recommendations include:

- Significant corrosion is present on the interior plumbing, specifically the inlet structure. No metal loss is apparent at this time, but the utility should consider replacement options.

The tank **EXTERIOR** appears to be in good condition. Recommendations follow:

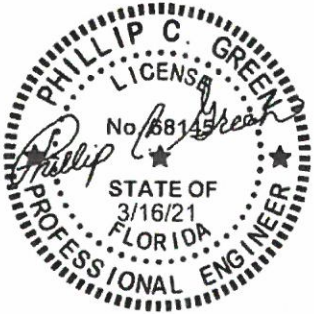
- The lid height of the hatch should be increased to at least 2".
- A locking vandal guard should be installed on the exterior ladder, and perimeter lighting added to deter vandalism.
- In accordance with current OSHA standards, an anti-skid material should be installed on the rungs of the access ladder.

At a minimum, the utility should continue to clean and inspect this tank every three years. Preventive maintenance of this nature will ensure that the identified discrepancies in this tank are closely monitored and will provide a record of care in the future.

(As a disinterested third-party inspector, LEC does not engage in the construction or rehabilitation of potable water storage facilities. LEC will, in its commitment to our clients and upon request, identify to the client relevant entities that are professionally reliable and best capable of completing the recommended work, or assist the client in research tips that will enable them to make a decision that best serves the utility.)

DISCLAIMER

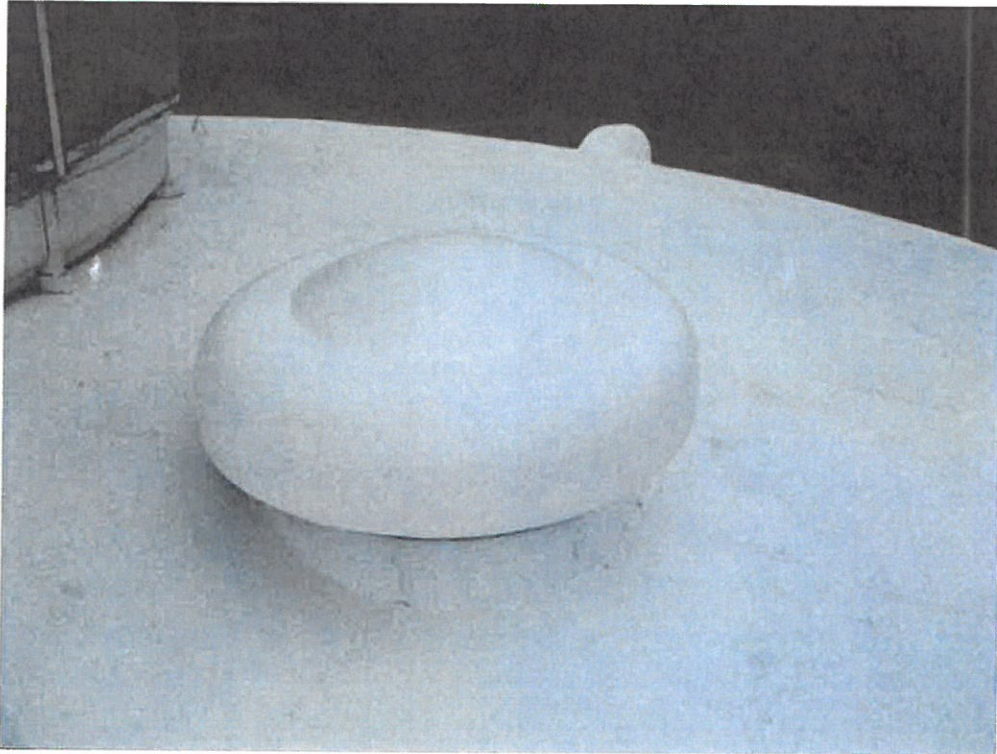
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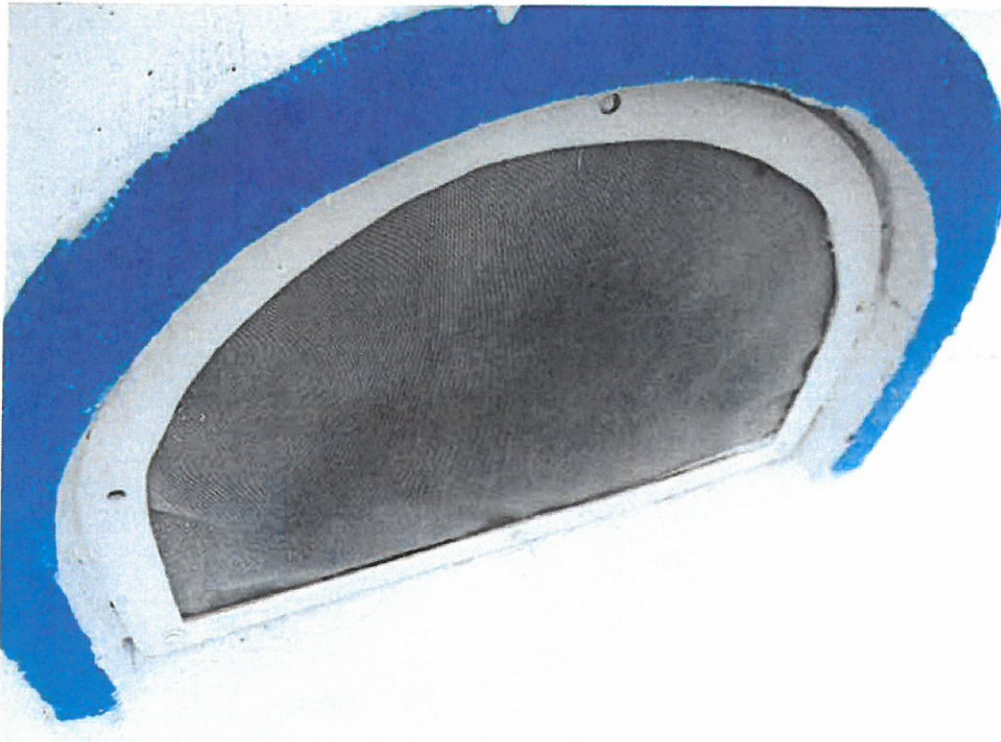
APPENDIX A

Photographs

Condition of Mushroom Vent



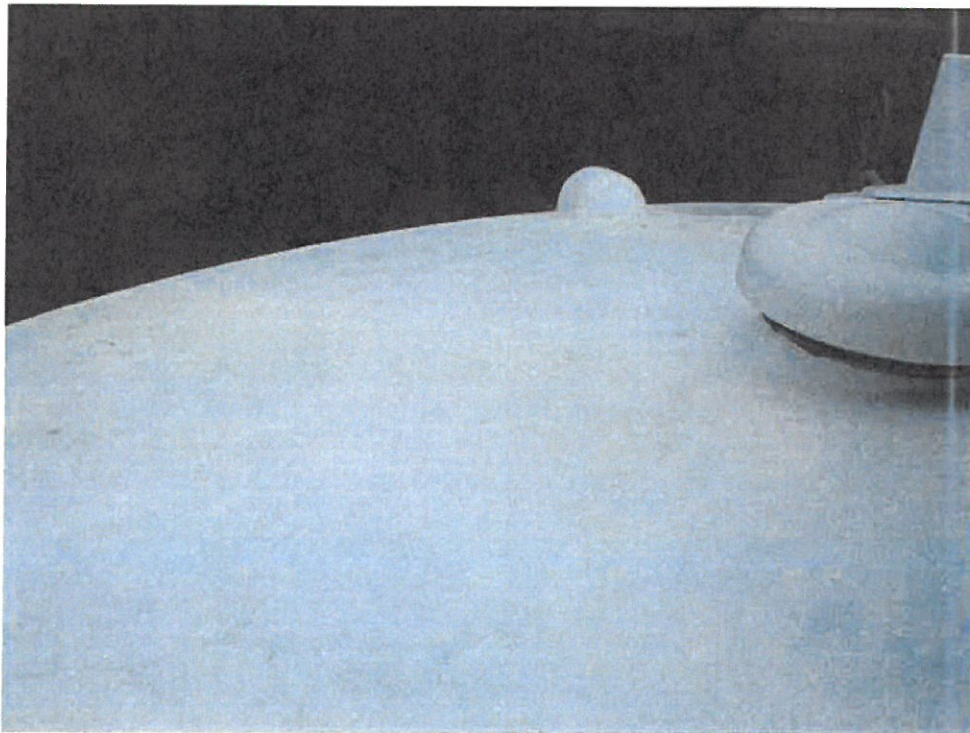
Typical Condition of Integrated Vent / Overflow (1 of 4)



Ladder Rungs (note lack of anti-skid surface)



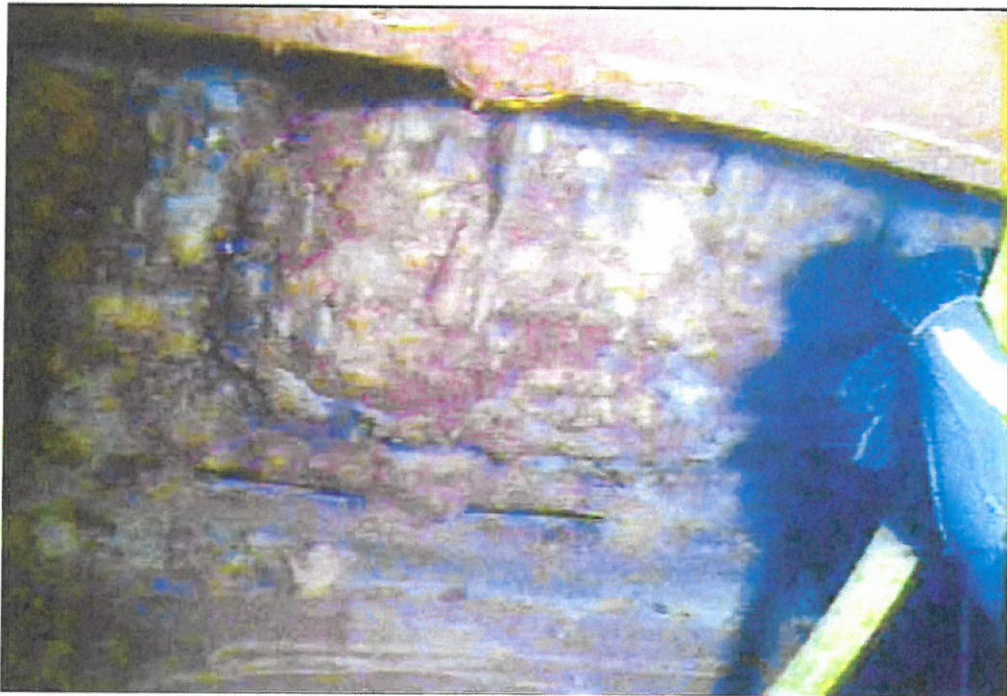
Condition of Roof Slabs (note staining and minor cracking)



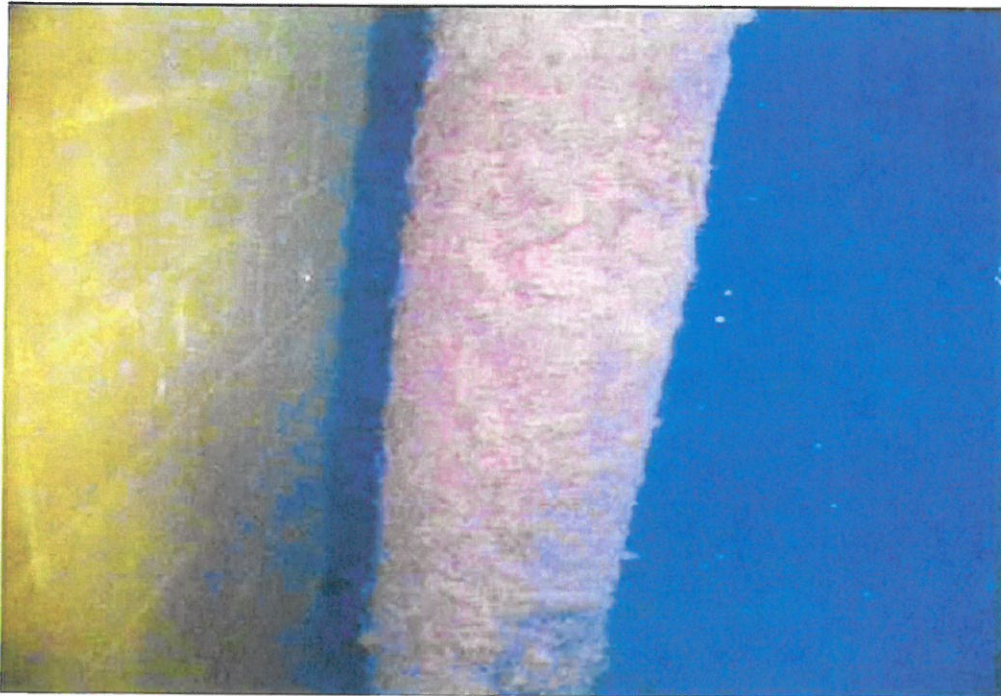
Condition of Outlet and Anti-Vortex Guard



Manway (note heavy corrosion of faceplate)



Inlet Pipe (note significant corrosion)



Condition of Baffle Wall and Aerator Ports



Drain Sump



Minor Cracking on Upper Wall



APPENDIX B

Liquid Engineering Corporation
Concrete Water Reservoir Inspection Report

Job Number: 55309 Utility: TOWN OF DUNDEE Tank: NO 2 Date: 1/23/2021
 Inspector: E. BOMBERGER Dive Controller: J. VISSER Capacity: 250KG Dimensions: 13' H x 57' DIA

CONCRETE CONDITION CODE							
A - Abrasion	D - Deformation	G - Contraction	J - Chalking	M - Erosion	P - Popouts	S - Spalling	V - Void
B - Bug Holes	E - Efflorescence	H - Deflection	K - Checking	N - Peeling	Q - Settling	T - Exposed Aggregate	X - Exposed Reinforcement
C - Cracking	F - Fissure	I - Delamination	L - Expansion	O - Curling	R - Stains		

QUADRANT 1 **QUADRANT 2** **QUADRANT 3** **QUADRANT 4**

INTERIOR RESERVOIR ROOF

Roof Slab(s)	R, C	R, C	R, C	R, C
Expansion Joint(s)				
Support Beam(s)				
Beam Joint(s)				

General Appearance: Good Coating: N/A

~~All expansion joints: Uniform width: Uniform Level: Gaskets intact:~~

INTERIOR RESERVOIR WALLS

Wall-Roof Joint	R	R, C, E	R	R
Wall Structure	R, C, E	R, C, E	R, C, E	R, C, E

General Appearance: Good Coating: N/A Leaking: None observed

~~**INTERIOR RESERVOIR SUPPORT COLUMNS**~~

Columns				
Column Capitals				
Column Bases				

General Appearance: Coating: N/A

INTERIOR RESERVOIR FLOOR

Perimeter Joint	R	R	R	R
Floor Slabs	R	R	R	R

General Appearance: Good Coating: N/A Sump System: Good Leaking: None observed

~~All expansion joints: Uniform width: Uniform Level: Gaskets intact:~~

Additional Comments:

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Liquid Engineering Corporation
Concrete Water Reservoir Inspection Report

Job Number: 55309

Utility: TOWN OF DUNDEE

Tank: NO 2

Inspector: E. BOMBERGER

Dive Controller: J. VISSER

Date: 1/23/2021

SSPC Rating	
Grade	Description - Good Condition
10	No Rusting, or <0.01% of surface is rusted
9	Minor rusting, or <0.03% of surface is rusted
8	Isolated rust, <0.01% of surface is rusted

SSPC Rating	
Grade	Description - Fair Condition
7	Isolated rust, <0.03% of surface is rusted
6	Extensive rusting, <1% of surface is rusted
5	Approximately 3% of the surface is rusted

SSPC Rating	
Grade	Description - Poor Condition
4	Approximately 10% of the surface is rusted
3	Approximately 17% of the surface is rusted
2	Approximately 33% of the surface is rusted
1	Approximately 50% of the surface is rusted
0	Approximately 100% of the surface is rusted

QUADRANT 1

QUADRANT 2

QUADRANT 3

QUADRANT 4

INTERIOR RESERVOIR PLUMBING COMPONENTS

	SSPC Rating	Corrosion	SSPC Rating	Corrosion	SSPC Rating	Corrosion	SSPC Rating	Corrosion
Inlet Plumbing	0	Significant	N/A	-----	N/A	-----	N/A	-----
Outlet Plumbing	6	Significant	N/A	-----	N/A	-----	N/A	-----
Manways	N/A	-----	5	Significant	N/A	-----	N/A	-----
Floor Drains	N/A	-----	N/A	-----	6	Significant	N/A	-----
Interior Overflow	N/A	-----	N/A	-----	N/A	-----	N/A	-----
Other Plumbing	N/A	-----	N/A	-----	N/A	-----	N/A	-----

Coating Deficiencies: Blistering Delamination Chalking Checking Cracking Cratering Pinholes Staining Sags/Runs

Over All Coating Condition Poor Average Blister Size N/A

Over All Structural Condition Fair Weld Condition ---- Average Pit Depth N/A

CONCRETE CONDITION CODE

A - Abrasion	D - Deformation	G - Contraction	J - Chalking	M - Erosion	P - Popouts	S - Spalling	V - Void
B - Bug Holes	E - Efflorescence	H - Deflection	K - Checking	N - Peeling	Q - Settling	T - Exposed Aggregate	X - Exposed Reinforcement
C - Cracking	F - Fissure	I - Delamination	L - Expansion	O - Curling	R - Stains		

QUADRANT 1

QUADRANT 2

QUADRANT 3

QUADRANT 4

EXTERIOR RESERVOIR ROOF

Roof Slab(s)	R, C	R, C	R, C	R, C
Expansion Joint(s)				

General Appearance: Good Coating: Good Vents: Good Level Indicator: Damaged

~~All expansion Joints Uniform width: ----- Uniform Level: ----- Gaskets Intact: -----~~

EXTERIOR RESERVOIR WALLS

Wall-Roof Joint	GOOD CONDITION			
Wall Structure	C	C	C	C

General Appearance: Good Coating: Good Leaking: None observed

Overflow Structure: Good

~~All expansion Joints Uniform width: ----- Uniform Level: ----- Gaskets Intact: -----~~

EXTERIOR RESERVOIR FOOTINGS / FOUNDATION

Perimeter Joint	UNABLE TO EVALUATE			
Footing Ring	UNABLE TO EVALUATE			

General Appearance: ----- Coating: N/A Leaking: None observed Ground Subsidence: None observed

All expansion Joints Uniform Width: ----- Uniform Level: ----- Gaskets Intact: -----

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Liquid Engineering Corporation

Potable Water Reservoir Contamination, Health and Safety Report (Primary)

Job Number: 55309

Utility: TOWN OF DUNDEE

Tank: NO 2

Inspector: E. BOMBERGER

Dive Controller: J. VISSER

Date: 1/23/2021

FACILITY SAFETY & HEALTH

Primary Air Vent	Type: Mushroom	Screen : Good	Pressure Vacuum / Frost Proof: No
Exterior Overflow	Flapper: No	Screen: Yes	Gasket: No Condition: Good
Cathodic Protection	System Installed: No	Cathodic Access Covers	#: N/A Properly Sealed: ---
Water Level Indicator	Type: Electronic	Condition: Good	Penetration Points Properly Sealed: Yes
Heater System	Installed: No	Type: -----	
1st Access Hatch	Type: Square	Size: 36 x 36	in. (24" - 24" x 15" min) Properly Sealed: Yes
Hatch Height: 4	in. (min 4")	Lid Height: 1.5	in (min 2") Properly Secured: Yes
2nd Access Hatch	Type: -----	Size:	in. (24" - 24" x 15" min) Properly Sealed: ---
Hatch Height:	in. (min 4")	Lid Height:	in (min 2") Properly Secured: ---

Primary Manway

Locations	Wall: Q1	Leg:	Roof:	Riser Pipe:	Other:
Type and Size	Type: Other	Size: 30 X 17	in (24" - 18"x22")		
Support Structure	Type: Bolted	Condition: Good			
WT Integrity	Leaks: No	Condition: Good			

Primary Exterior Ladder

Location	Wall: Q1	Leg:	Roof:	Riser Pipe:	Other:
Overall Ladder	Condition: Good	Height: 13'	Offset Landing: No		
Vandal Guard	Present: No	Locked: ---			
Ladder Rails & Rungs	Condition: Good	Anti-Skid Rungs: No	Missing/Damaged Rungs: No		
Rung Spacing & Depth	Spacing: 12	in. (max 12")	Toe Depth: 9	in. (min 7")	
Rail Spacing & Size	Width: 2	in. (min 2")	Thickness: 2	in. (min 1/4")	Rail to Rail: 18 in. (min 16")
Safety Climb System	Type: None	Condition: ---			

~~Primary Balcony & Railing~~

Location	On Roof:	Around Bowl:	At Interior Landing:	Other:
Deck / Walkways	Condition: ---	Width:	in. (min 24")	
Top Rails	Condition: ---	Height:	in. (min 42" +/- 3")	Swing Gate Present: ---
Mid Rails	Condition: ---	Height:	in. (half the distance between top rail and floor)	
Toe Boards	Condition: ---	Height:	in. (min 4")	

Roof Integrity:	Holes: No	Cracking: Yes	Standing Water: No	Other:
Wall Integrity:	Holes: No	Cracking: Yes	Leaks: No	Other:
Safety Tie-Off Points	Type: Integrated/Structural	#: 4	Condition: Good	
Antennae	Type: ---	#:	Location(s): Roof:	Bowl: Leg: Other:
Water Clarity	General Appearance: CLEAR	Odor: NONE	Surface Debris: NONE	
Hypalon Floating Cover	Condition: ---	Holes: ---	Tears: ---	
Grounding System	Present: No			

DISCLAIMER

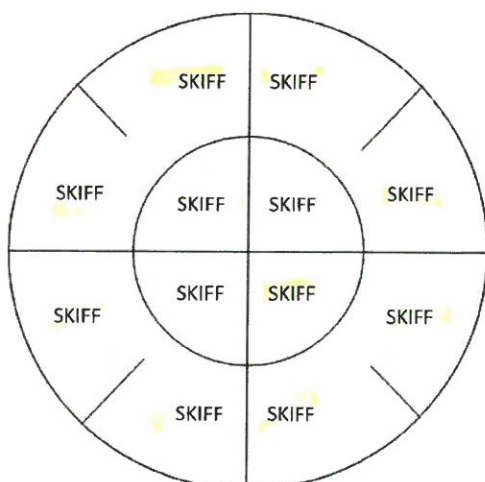
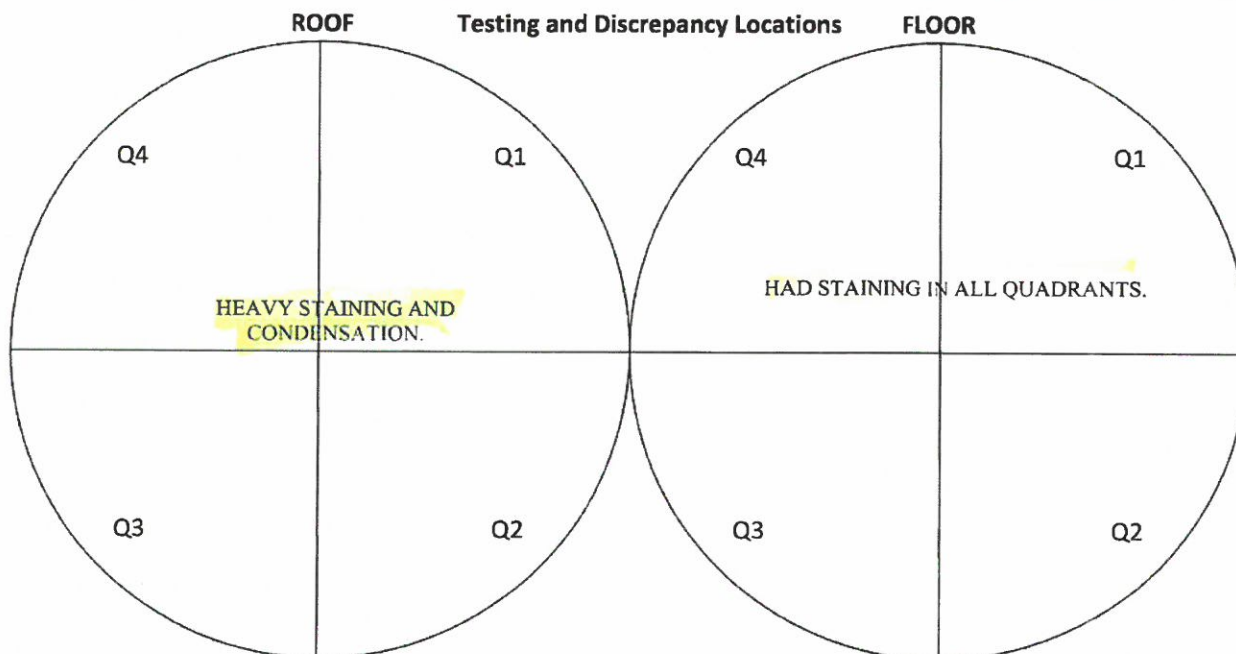
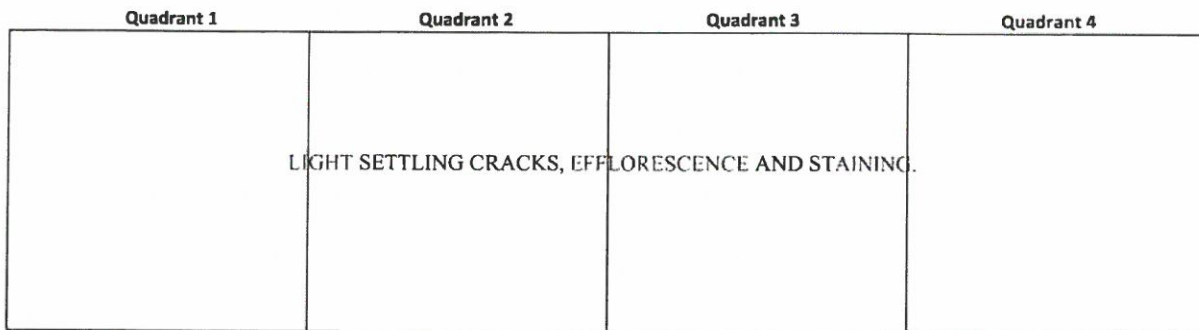
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Liquid Engineering Corporation
Circular Tank Diagram / Information Worksheet

Job Number 55309

Utility Name TOWN OF DUNDEE

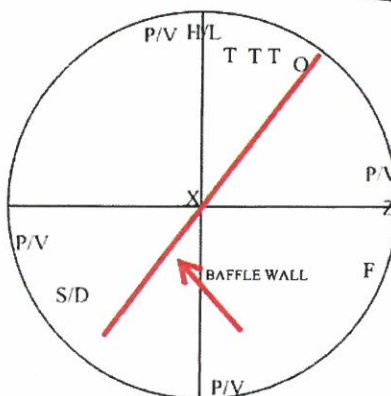
Tank Name NO 2



Sediment Depth Measurements

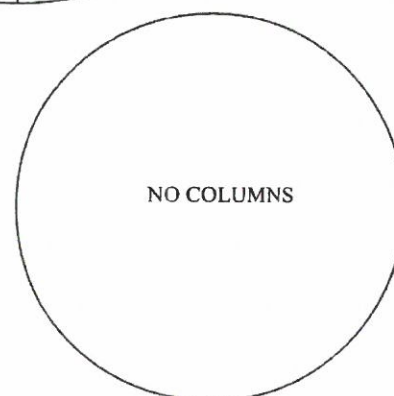
Average Sediment Depth = The sum of all measurements taken, divided by the number of measurements taken

Avg. Depth SKIFF **Cubic Yardage** N/A **Sediment Type** IRON



Plumbing & Structure location

Plumbing and structure codes
 O=Outlet X=Inlet Z=Manway
 V=Vent D=Drain S=Sump
 L=Ladder H=Hatch P=Overflow
 F=Float Level Indicator
 T=Telemetry



Column Placement

Type of Column ○ □ I
 Base Structure [] [] [] []
 Top Structure [] [] [] []
 Column Construction -----

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Liquid Engineering Corporation
Rectangular Tank Diagram / Information Worksheet

Job Number 55309

Utility Name TOWN OF DUNDEE

Tank Name NO 2

N

Q-4	Q-1
Q-3	Q-2

Sediment Depth Measurements

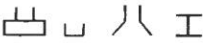

Average Sediment Depth = The sum of all measurements taken, divided by the number of measurements taken

Avg. Depth Cubic Yardage Sediment Type

Plumbing & Structure location

Plumbing and structure codes
 O=Outlet X=Inlet Z=Manway
 V=Vent D=Drain S=Sump
 L=Ladder H=Hatch P=Overflow
 F=Float Level Indicator
 T=Telemetry

Column Placement

Type of Column ○ □ I
 Base Structure 
 Top Structure 
 Column Construction -----

N

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Liquid Engineering Corporation
Potable Water Reservoir Security / Measurement Worksheet

Job Number 55309

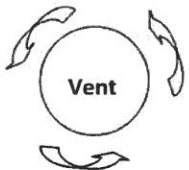
Utility Name TOWN OF DUNDEE

Tank Name NO 2

Security

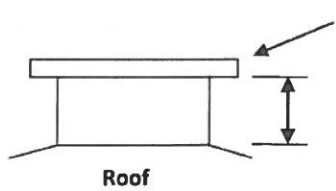
Is the area surrounding the tank well lit?	Yes
Is the tank surrounded by a Security Fence?	Yes
Are the access gates locked?	Yes
Is the tank equipped with a Vandal Guard on the primary access ladder?	No
If so, is the Vandal Guard locked?	N/A
Are the access roads in good repair?	Yes
Are all of the hatches equipped with electronic monitoring devices?	No
Are the external plumbing components housed in a secure vault or out-building?	Yes
Does the surrounding geography of the tank obscure it from public view?	No
Does the exterior of the tank show signs of trespass?	No

Measurements



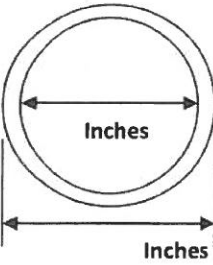
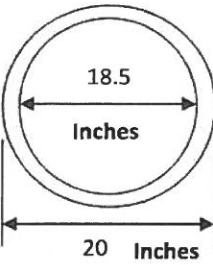
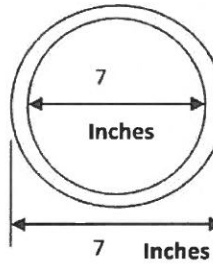
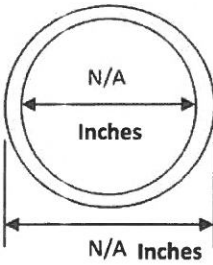
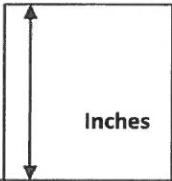
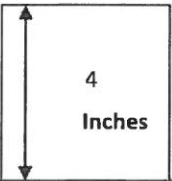
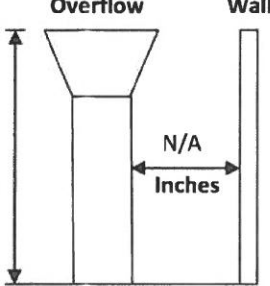
Vent

Outside Circumference
96 Inches



Roof

Flange Metal Thickness	N/A	Inches
Roof to Screen or Flange	9	Inches
Flange	No	
Number of Bolt Holes	N/A	Inches
Size of Bolts	N/A	Inches

Inlet	Outlet	Drain	Overflow
			
UNABLE TO MEASURE			
Inlet Riser	Outlet Riser		Overflow
			
Floor	Floor		Floor

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Liquid Engineering Corporation

Potable Water Reservoir Immediate Needs Assessment

Job Number: 55309

Utility: TOWN OF DUNDEE

Tank: NO 2

Inspector: E. BOMBERGER

Dive Controller: J. VISSER

Date: 1/23/2021

1. Health and Safety Items

- Safety Climb System Installation:
 Vent Screen Repairs:

2. Testing Items

- Dye Testing for Leak Evaluation:
 Presence of Lead Test (Interior/Exterior):

3. Repair Items

- Epoxy Coating Repairs:
 Temporary Leak Repairs:
 Float Operated Level Indicator Repairs / Maintenance:
 Hypalon Repairs:

4. Security Related Items *(Critical security upgrade information is immediately available)*

- Tank vents are not equipped with a security vent shroud:
 Tank hatches are not equipped with a security hatch locking device:
 Tank perimeter not adequately secured:

The above mentioned additional work is considered immediately necessary and is recommended to be completed. Some items may be completed in conjunction with work currently being performed while the crew is on site.

Reservoir Inspection Condition Supplemental

Upon entering the reservoir, the diver noted a "skiff" of iron on the floor, in all quadrants. The diver also noted a film-like substance mixed in with the sediment, as well as some areas of accumulated flakes of iron/debris. As the sediment was removed, only staining was observed on the floor slab. The outlet is equipped with an anti-vortex plate, that appears to be properly secured. The outlet does exhibit significant corrosion/rust noduling on the flange and hardware, but appears to be intact and free of obstruction. Extensive corrosion was noted on the inlet, but does appear to be intact. In Quadrant 3, the diver located the drain, which is located in a 24" x 24" x 28" sump. The drain does exhibit significant corrosion/rust noduling, but does appear to be free of obstruction. The PVC pipe that runs along both sides of the baffle appears to be in good condition. There are a few anchor points that have broken, no longer supporting the PVC pipe properly. The baffle wall was found to be in good condition, with only staining and adhered sediment noted. Throughout all quadrants of the walls, heavy staining, adhered sediment, and superficial settling cracks were observed. No evidence of leaking was found on the walls. The manway exhibits significant galvanic corrosion, but appears to be properly sealed with the gasket in place. The float-level indicator is present, but the cable is no longer connected from the float to the target board. The float guide wires were found to be intact, however. All telemetry appears to be in good working condition. Throughout all quadrants of the roof, the diver noted staining and light settling cracks. All four (4) of the integrated overflows were found to be in good condition and properly screened. The primary vent was also found to be intact and properly screened. No discrepancies were observed on the access hatch or internal ladder. The hatch was found to be properly sealed/secured.

Liquid Engineering Corporation recommends that this reservoir be cleaned and inspected every 3 years.

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TOWN COMMISSION MEETING

December 12, 2023 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, WATER CONSERVATION PLAN
SUBJECT:	Town Commission will consider
STAFF ANALYSIS:	<p>In accordance with Water Use Permit (WUP) 20005893.012 requires a formal water conservation plan. The District typically requires an updated plan when modifying a public supply WUP. With the adoption of the CFWI rules in 2021, the water conservation requirements are more rigorous than when last renewed in 2012. In addition, a formal conservation plan will support the WUP modification application for the Land Use Transition Wells (agriculture wells) capacity that we will be requesting after February 2024.</p>
FISCAL IMPACT:	\$ 20,500
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Water Conservation Plan Submittal



PROPOSAL SUBMITTED TO:
Town of Dundee Public Works
c/o Tracy Mercer
202 East Main Street
Dundee, Florida 33838

DATE: 11/13/2023

CLIENT CONTACT:
Tracy Mercer
Utilities/Special Projects Director

CLIENT CONTACT EMAIL:
tmercerc@townofdundee.com

CLIENT CONTACT PHONE:
863.438.8330 ext. 242

RESPEC CONTACT:
David Kelly

RESPEC CONTACT EMAIL:
David.Kelly@RESPEC.com

RESPEC CONTACT PHONE:
(813) 295-9507

SCOPE OF WORK: Water Conservation Plan Update

GENERAL PROJECT DESCRIPTION

RESPEC is currently working with the Town of Dundee (Town or Client) to provide consulting services related to the modification of the Town of Dundee's Public Supply Water Use Permit (WUP) 20005893.012. Water Use Permit (WUP) 20005893.012 currently authorizes the Town of Dundee to withdrawal Annual Average Daily (AAD) and Peak Month Daily (PMD) Upper Floridan Aquifer (UFA) groundwater quantities of 917,500 and 1,202,000 gallons per day (gpd), respectively. Based on the latest pumpage data submitted by the Town to the SWFWMD, the Town's 12-month moving average as of October 2023 is currently 776,315 gallons per day (gpd) which is 141,185 gpd below the Town's permitted Annual Average Daily (AAD) quantity of 917,500 gpd. Therefore, the Town is currently utilizing 84.6% of its currently permit AAD quantity.

Review of the Southwest Florida Water Management District (District) Watter Management Information System (WMIS) shows the Town does not currently have a formal water conservation plan on file with the District. The District typically requires a revision or update to a water conservation plan when modifying a public supply WUP. In addition, with the adoption of the Central Florida Water Initiative (CFWI) rules in 2021, the water conservation requirements are more rigorous than when the Town last renewed their current WUP 2012.

The Town has requested that RESPEC help develop a formal water conservation plan to support the WUP modification application. The current scope of work between RESPEC and the Town does not include the development of a formal water conservation plan.

2550 GREEN FOREST LANE,
SUITE 101
LUTZ, FLORIDA 33558

**Task 1: Development of Water Conservation Plan**

The District's Applicant's Handbook Section 2.4.8.6 identifies the key components required for public water suppliers standard water conservation plan. RESPEC will work with the Town and District staff to identify and address the five (5) key elements and sub-elements of a standard water conservation plan:

1. A water conservation public education program. A program shall consist of one or more sub-elements:
 - a. Water conservation public service announcements.
 - b. Water conservation speakers, posters, literature, videos, and/or other information provided to schools and community organizations.
 - c. Public water conservation exhibits.
 - d. Water conservation articles and/or reports provided to local news media.
 - e. A water audit customer assistance program to address indoor and outdoor water use.
 - f. Water conservation information provided to customers regarding year-round landscape irrigation conservation measures.
 - g. Water conservation information posted on the supplier's website.
 - h. The construction, maintenance, and publication of water efficient landscape demonstration projects.
 - i. Water conservation information provided in customer bills or separate mailings.
 - j. Other means of communication proposed by the applicant.
2. An outdoor water use reduction program. The Applicant shall consider the following sub-elements:
 - a. The adoption of an ordinance limiting lawn and landscape irrigation that is approved by the District or is consistent with any irrigation restrictions adopted by the District.
 - b. The adoption of an ordinance requiring the use of Florida-Friendly landscaping principles, Florida Water Star, or other generally accepted water conservation programs, guidelines, or criteria that address outdoor water conservation.
 - c. The adoption of an ordinance consistent with Section 373.62, F.S., relating to automatic landscape irrigation systems.
 - d. The provision of a landscape irrigation audit program for businesses and residents, including the provision of information to assist customers in implementing the recommendations of the audit. The applicant shall provide a description of the program including implementation details and the content of the audits to be provided.
 - e. An education element focusing on outdoor conservation as part of the water conservation public education program.
 - f. Any other conservation measures or programs proposed by the Applicant designed to reduce outdoor water use.
3. The selection of a rate structure designed to promote the efficient use of water by providing economic incentives. The rate structure may include but is not limited to increasing block rates, seasonal rates, quantity-based surcharges, and/or time of day pricing as a means of reducing demands. The District shall afford a utility wide latitude in adopting a rate structure in accordance with section 373.227(3), F.S.
4. A water loss reduction program if water losses exceed 10%.
5. An indoor water conservation program. The applicant will consider indoor conservation sub-elements such as those listed below:
 - a. Plumbing retrofit rebates.
 - b. Faucet aerator and showerhead giveaways.

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- c. An education element focusing on indoor conservation as part of the water conservation public education program required by paragraph A.(1) of this section.
- d. Other indoor conservation measures proposed by the applicant.

RESPEC in coordination with the Town's staff and input from District staff will develop a formal water conservation plan that addresses each of the five (5) key elements listed above and how the Town implements, where economically feasible, the sub elements identified.

The Water Conservation Plan will be a standalone document that will be submitted with the proposed modification of Water Use Permit (WUP) 20005893.012 anticipated within the first quarter of 2023.

Task 2. Annual Conservation Goal Implementation Plan

The CFWI Supplemental Applicant's Handbook incorporated by reference in Florida Administrative Code 62-41.302 details in section 2.7.1 the requirements of the CFWI Annual Conservation Goal Implementation Plans (ACGIP).

An applicant or permittee must submit an ACGIP to the District as part of an application for a renewal of an existing water use permit, a modification of an existing water use permit with an increased allocation or permit duration, or an application for a new water use permit.

Since the proposed modification to the Town's WUP will likely request additional allocations based upon land use transition, an ACGIP will need to be submitted with the WUP modification application.

The ACGIP must contain annual conservation goals for at least five years (current year plus four additional years) or through the end of the permit, whichever is shorter. The ACGIP will be used to; identify the person(s) or position(s) responsible for overseeing implementation of the goal(s); and contain an annual record of whether each listed annual goal was met.

An ACGIP is iterative and may be modified by the permittee without the need to modify the permit; however, all versions of the ACGIP must be kept up to date, and must be signed and dated and maintained at the permittee's principal place of business through the term of the permit (inclusive of any extension)

RESPEC in coordination with the Town's staff and input from District staff will develop the 2023 ACGIP. The example template that may be used to meet the requirements of the ACGIP are attached to this scope of services.

Task 3: Meeting and Presentations

RESPEC will attend up to three (3) video meetings with Town and District representatives to discuss components of the water conservation plan and ACGIP.

Assumptions

- 1) No groundwater modeling will be performed under this scope of services.
- 2) The water use permit modification is being prepared under an existing separate scope of services.
- 3) Cost increases resulting from the imposition of new rules, laws, or restrictions by the state legislature, water management districts, or local governments are not included in the cost of

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this proposal.

- 4) No appearances or presentations before an Administrative Hearing Officer will be required.

Any other services not specifically identified within this Scope are not part of this Agreement and will be considered Additional Services. However, Additional Services can be provided if deemed necessary and approved in advance by the Client.

RESPEC PROPOSES TO FURNISH THE ABOVE TASK 1 and 2 SCOPE OF WORK FOR A LUMP SUM OF: \$17,500.

RESPEC PROPOSES TO FURNISH THE ABOVE TASK 3 SCOPE OF WORK ON A TIME AND MATERIAL BASIS NOT TO EXCEED: \$3,000, WITHOUT PRIOR AUTHORIZATION FROM THE CLIENT.

ACCEPTANCE OF SCOPE AND FEE/CONTRACT

The above specifications, conditions and price are satisfactory and hereby accepted. RESPEC is authorized to do the work as specified. Payment will be made within 30 days of invoice receipt.

CLIENT SIGNATURE:

DATE:

RESPEC PROJECT MANAGER SIGNATURE:

DATE:

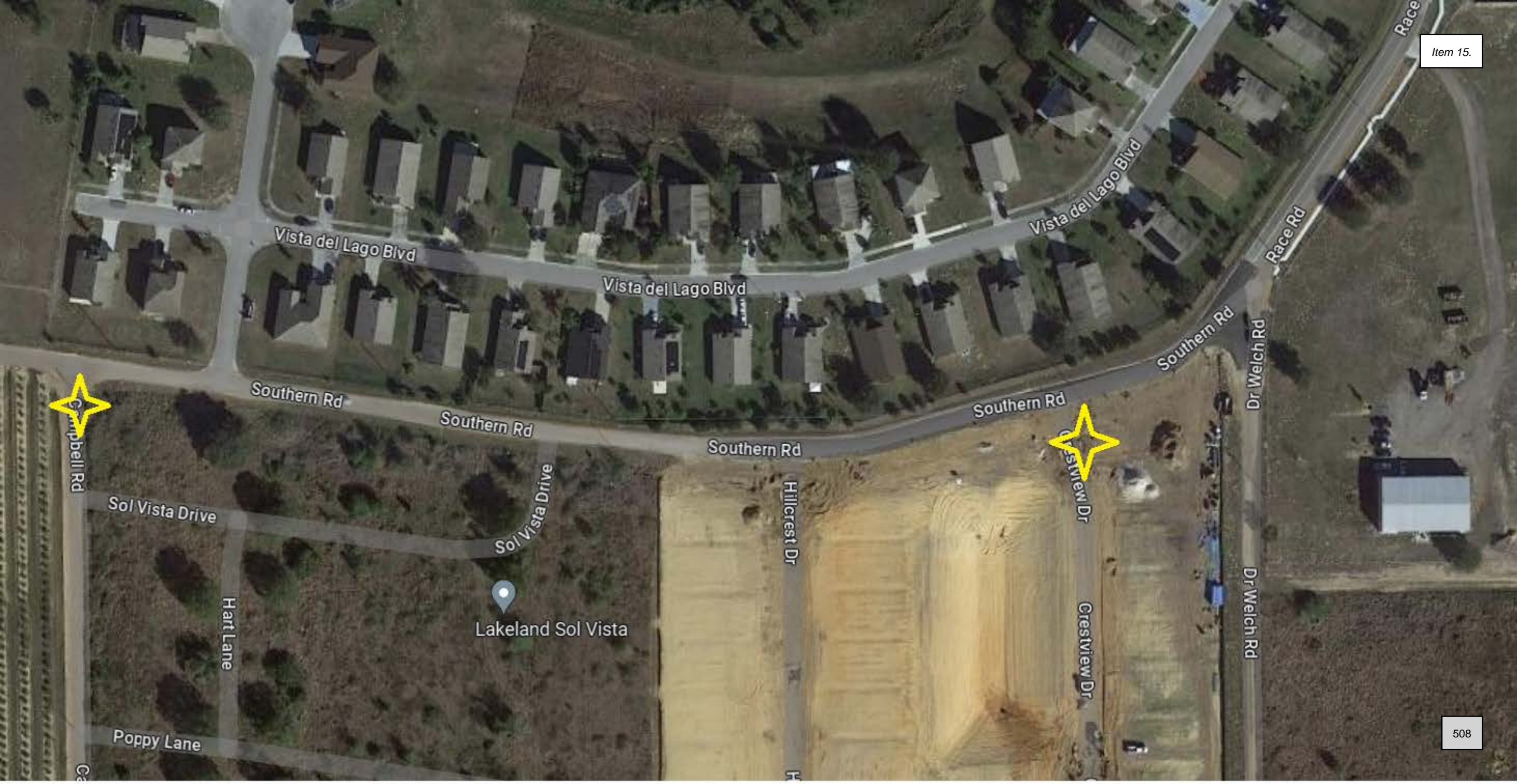
11/13/2023



TOWN COMMISSION MEETING

December 12, 2023 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, RACE ROAD/CAMP ENDEAVOR BOULEVARD LIGHTING
SUBJECT:	Town Commission will consider lighting solutions for the Race Road area.
STAFF ANALYSIS:	Staff has received several customer complaints about the lighting outside of the subdivisions on Race Road. Working with Duke Energy, staff has created a solution. Two streetlights will be added in the area. Staff is also working with legal and the Town Manager to update our code to require developers to make these improvements going forward.
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Duke Energy Agreement



Lakeland Sol Vista



FLO1 LIGHTING SERVICE AGREEMENT

Customer Information:
TOWN OF DUNDEE
JVICE@TOWNOFDUNDEE.COM
..

Project Information:
105 CENTER ST
DUNDEE Florida 33838-4306

Account Number:
9100 8946 2118

Work Order Number:
51228101

Duke Energy Representative Contact Info:
Ben Davis

This Lighting Service Agreement is hereby entered into this 15th day of November, 2023, between Duke Energy (hereinafter called the "Company") and TOWN OF DUNDEE (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS1U and Service Regulations, or its successor, as the same is on file with the Florida Public Service Commission (FLORIDA PUBLIC SERVICE COMMISSION) and as may be amended and subsequently filed with the FLORIDA PUBLIC SERVICE COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the FLORIDA PUBLIC SERVICE COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated *by either party upon written notice 3 days prior to termination*. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____

Date Signed _____

Duke Energy Representative _____

Date Signed _____

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	30.23	0.00	3627.60	30.23

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	002	Light Fixture Roadway LED 110W Gray Type III 3000K serv	5.85	1.39	3.82	11.06	22.12
I	001	Light Pole Type 1 Concrete 35 foot long	8.11	0.00	0.00	8.11	8.11
Rental, Maintenance, F&E Totals:			\$19.81	\$2.78	\$7.64		
Estimated Change to Base Monthly Charge Total							\$30.23



Outdoor lighting Terms and Conditions

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge	
Pole Charge	
Light Fixture Charge	
Light Fixture Maintenance Charge	
Energy and Demand Charge:	
Non-fuel Energy Charge	
Plus the Cost Recovery Factors listed in	
Rate Schedule BA-1, Billing Adjustments**,	
except the Fuel Cost Recovery Factor and	
Asset Securitization Charge Factor:	See Sheet No. 6.105 and 6.106
Fuel Cost Recovery Factor **:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105

***Charges are normally revised on an annual basis.*

Additional Charges:

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fees:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.

6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.

7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.

9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

10. Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.

11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).

12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.

13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.

14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.

15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.

16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.

17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.

18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.



TOWN COMMISSION MEETING

December 12, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, RFP 24-01, LAKE MARIE PEDESTRIAN/BIKE TRAIL BRIDGE
- SUBJECT:** The Town Commission will consider the bids received for RFP 24-01.
- STAFF ANALYSIS:** Town Staff received two bids for RFP 24-01 from Decks & Docks by Derek, LLC and JCR Construction LLC. Staff recommends approval of the bid from JCR Construction & Services, LLC for Lake Marie Pedestrian/Bike Trail Bridge
- FISCAL IMPACT:** \$ 57,987.00
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** RFP 24-01
JCR Construction bid packet



BID FORM

FY 2023-2024 Lake Marie Pedestrian/Bike Trial Bridge Replacement

RETURN DATE: December 5, 2023 by 4:00 PM
RETURN TO: Office of the Town Clerk
Attn: RFP 24-01
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

Table with 5 columns: ITEM, QTY, UNIT, UNIT COST (\$), TOTAL COST (\$). Row 1 contains handwritten text: '* Please see attached itemized invoice *'. Row 5 (TOTAL) shows 57,978.00.

Bid Alternate

Table with 5 columns: ITEM, QTY, UNIT, UNIT COST (\$), TOTAL COST (\$). Rows 1 and 2 are empty.

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: JCR Construction & Services, LLC
Company Address: 3804 Black Pine Rd.
Company City: Lakeland State: FL Zip: 33810
Company Phone Number: (863) 660-4704 Fax Number:
Authorized Representative: Tammy Raulerson M.E. Cue
Signature: [Handwritten Signature] Date: 11-30-2023
Print Name: Tammy Raulerson M.E. Cue Phone Number: (863) 595-5533
Title: Project Coordinator

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.

JCR Construction & Services LLC.

3804 Block Prine Rd

FL 33810

jcrconstructionservices@gmail.com

Item 16.



ADDRESS

Town Of Dundee, RFP-23-05

Lake Marie Pedestrian/ Bike Trail

Bridge Replacement

ESTIMATE # 4057

DATE 09/11/2023

ACTIVITY	QUANTITY	RATE	AMOUNT
Service Remove and dispose existing wood bridge, Clean all vegetation and leave the existing concrete slabs cleaned in preparation for next bridge.	1	3,752.00	3,752.00
Service Cut the entrance and the exit of the existing bridge concrete slabs around 10 feet long on each section. This is because the existing sidewalk needs to be readjust for th height in the new bridge . Also the existing sidewalk is damage	1	3,102.00	3,102.00
Service Provide safety barriers to make sure no one can get hurt in while the bridge is off. Provide the new bridge.Pour concrete sidewalk in preparation of the new bridge.	1	1,852.00	1,852.00
Services Materials for the bridge.	1	23,510.00	23,510.00
Material & service Bridge will be replace with pressure wood treated. We will try to raise the bridge 4-6" depends of what the current foundation allows us to do. The bridge will be modify a little bit the hand railing to make it more user friendly. We will water proof the entire bridge materials before installation to provide a more protection from the elements overtime. We can Provide with this protection in a 2 colors if the city wants the bridge to look more appealing than just bare pressure green treated wood. we can provide cedar color or oak color if the city wants. otherwise will be protective with clear coat	1	18,200.00	18,200.00
Service PAYMENT SCHEDULE 50% ONCE WE SIGN CONTRACT. PAYMENT OF 50% AT THE END OF THE JOB.	1	0.00	0.00
Overhead 15% of overhead, insurance , contingency, workers comp.	1	7,562.00	7,562.00

TOTAL

\$57,97 Item 16.

Accepted By

Accepted Date

EXHIBIT - A

Town Of Dundee

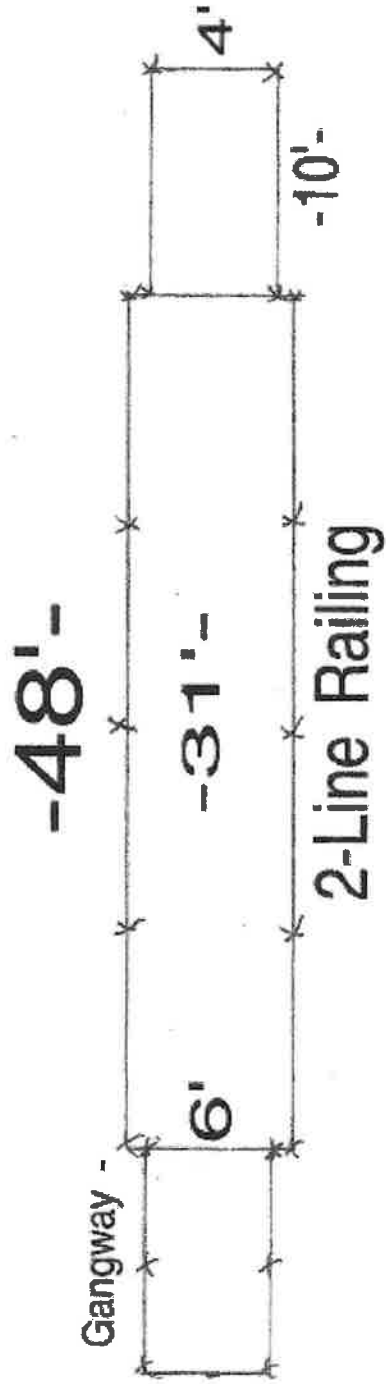
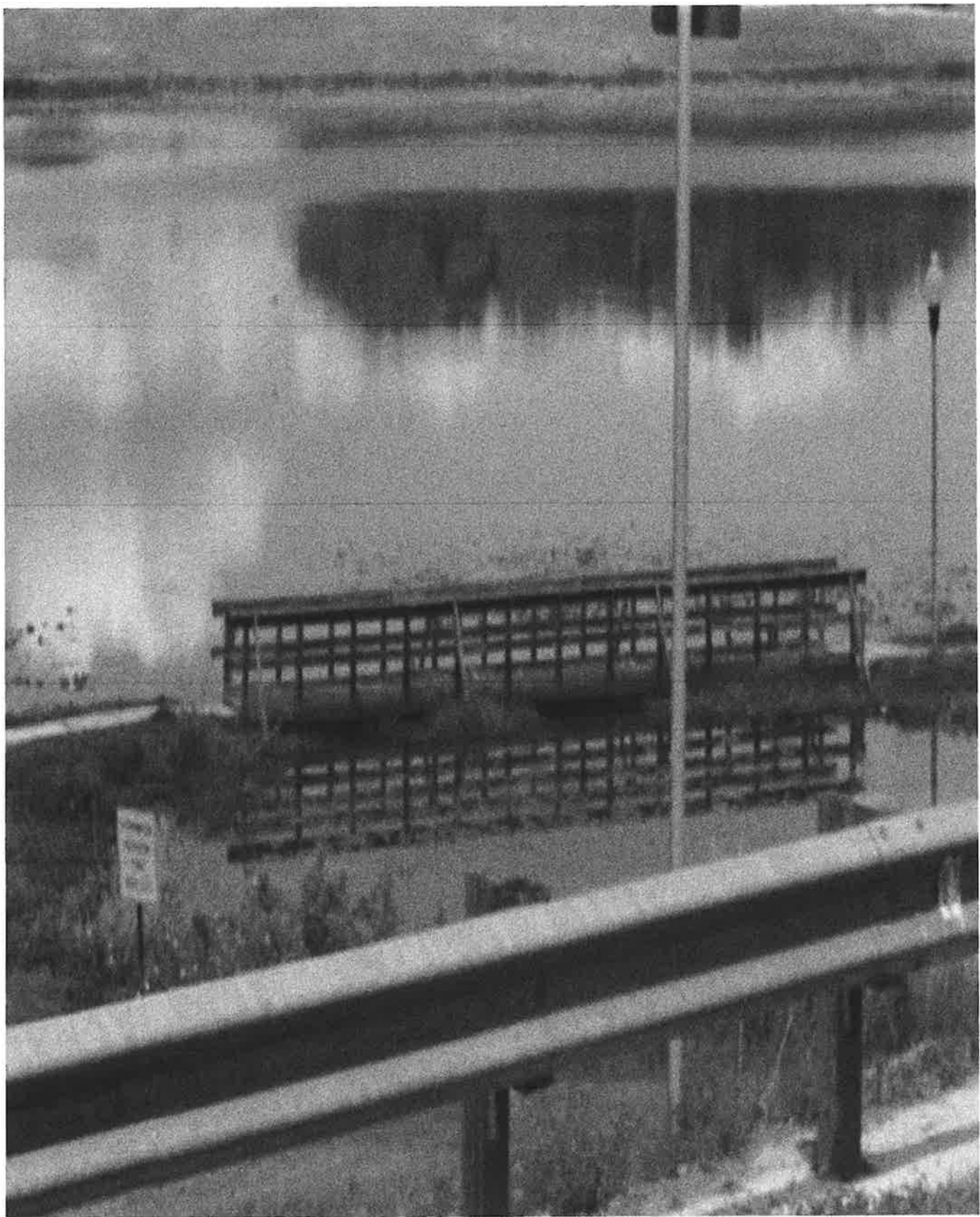


EXHIBIT - B



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 JCR Construction & Services, LLC

Signature _____ Date: 11-30-23

Printed Name Jarold Payan

Title owner / President

PRIVATE PROVIDER FIRM [Signature]

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Polk

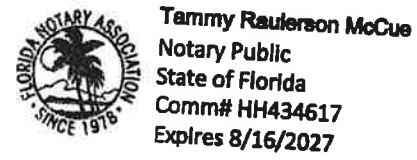
SWORN TO AND SUBSCRIBED BEFORE ME THIS 30 DAY OF November 20 23

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

TYPE OF ID PRODUCED _____

SIGN: Tammy Raulerson McCue

PRINT: Tammy Raulerson McCue



NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

Isaacold Payan ("Affiant"), being first duly sworn, deposes and says that:

- (1) Affiant is owner / President (insert job title) of KR Construction & Service LLC (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 Florida COUNTY OF Polk


SWORN TO AND SUBSCRIBED BEFORE ME THIS 30 DAY OF November, 2023

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

TYPE OF ID PRODUCED _____

SIGN: Tammy Raulerson McCue

PRINT: Tammy Raulerson McCue


Tammy Raulerson McCue
 Notary Public
 State of Florida
 Comm# HH434617
 Expires 8/16/2027

CERTIFICATION OF DRUG-FREE WORKPLACE

I. Jassid Payan ("Undersigned"), certify that:

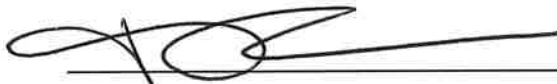
- (1) Undersigned is owner / president (insert job title) and duly authorized to act on behalf of the Contractor JCL Construction & Services LLC that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned 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, JER Construction & Services LLC, acknowledges, understands, and complies fully with the above requirements.

DATE: 11-30-23 NAME OF ENTITY: JER Construction & Services LLC

PHONE/FAX: (863) 660-4704

ADDRESS: 3804 Block Drive Rd
Lakeland, FL 33810

SIGNATURE: 

PRINT NAME: Jarold Payton

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: Lake Marie Pedestrian Bridge / Bike Trail
Bridge Replacement

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 approximate timeline for RFP 24-01,
Lake Marie Pedestrian/Bike Trail Bridge Replacement,
is 60 days.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
JCR Construction and Services LLC
4822 Joyce Dr,
Lakeland, FL 33805

as Principal, hereinafter called the Principal, and
The Ohio Casualty Insurance Company
9721 Executive Center Drive, Suite 105
St. Petersburg, FL 33702

a corporation duly organized under the laws of the State of NH
as Surety, hereinafter called the Surety, are held and firmly bound unto
The Town of Dundee, Florida
202 East Main Street
Dundee, FL 33838

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid in U.S. Dollars (\$5%)** for
the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a bid for
Pedestrian / Bike Trail Bridge Replacement; Bid No. 24-01
Lake Marie Park - Dundee, FL


NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a
Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of
such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the
event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay
to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligee may in good faith contract with another party to perform the Work covered
by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed December 4, 2023

JCR Construction and Services LLC



(Witness)



The Ohio Casualty Insurance Company



(Witness)



David B. Shick, Attorney-In-Fact and
Licensed FL Resident Agent #A241176



Seal No. 7503



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item 16.

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

Certificate No: 8205203-969456

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandy Baich, David B. Shick

all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2021.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4 day of December, 2023.



By: Renee C. Llewellyn, Assistant Secretary



Seal No. 75 527

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2023

Item 16.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C No. Ext): (855) 222-5919 E-MAIL ADDRESS: support@nextinsurance.com FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE INSURER A: State National Insurance Company, Inc. NAIC # 12831 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

INSURED
 JCR Construction & Services LLC
 3804 Block Pine Rd
 Lakeland, FL 33810

COVERAGES **CERTIFICATE NUMBER:** 996080083 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	NXT3J3FXLR-00-GL	05/27/2023	05/27/2024	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions	X	NXT3J3FXLR-00-GL	05/27/2023	05/27/2024	Each Occurrence: \$25,000.00 Aggregate: \$50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Town of Dundee. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER **CANCELLATION**

Town of Dundee 202 E Main St Dundee, FL 33838	LIVE CERTIFICATE  Click or scan to view	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/ Item 16.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC. ID:(Alliance HR) c/o Alliance HR, LLC 169 Tequesta Drive, Ste 21E Tequesta, FL 33469	CONTACT NAME: Arthur Scott	PHONE (A/C, No, Ext): 561-972-4449	FAX (A/C, No):
	E-MAIL ADDRESS: certs@alliancehrllc.com		
INSURED Alliance HR, LLC 169 Tequesta Drive, Ste 21E Tequesta FL 33469	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Wisconsin Insurance Company		29157
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			


COVERAGES **CERTIFICATE NUMBER: 74724327** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC524-00001-023-SZ WC524-00001-022-SZ	6/30/2023 6/30/2022	6/30/2024 6/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: JCR Construction & Services LLC Client Effective: 9/3/2018

CERTIFICATE HOLDER Town of Dundee 202 East Main Street Dundee FL 33838	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Rick Leonard
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**PURCHASING & STORES
DIVISION**

VENDOR JCR CONSTRUCTION & SERVICES LLC 3804 BLOCK PRINE RD LAKELAND, FL 33810 United States		SHIP TO Lakeland Linder International Airport 3900 Don Emerson Drive, Suite 210 Lakeland, FL 33813 United States		Purchase Order ORDER NUMBER 293586 REVISION 0 PAGE NUMBER 1	
BILL TO City of Lakeland City Hall Accounts Payable 228 South Massachusetts Ave Lakeland, FL 33801 Email: cityhallAP@lakelandgov.net		Reply To: Purchasing & Stores Division 1140 E. Parker Street Lakeland, Florida 33801 Phone: 863.834.6780 Fax: 863.834.6777 TDD: 863.834.8333 Email: purch@lakelandgov.net			
QUESTIONS? CONTACT: Herber, Sharon A					
VENDOR # 136239		REVISED DATE/BUYER 27-MAR-23 L Alsbaugh			
PAYMENT TERMS Net 30		FREIGHT TERMS Prepay & Add		SHIP VIA BEST WAY	
				CONFIRM TO/TELEPHONE ()	

ITEM	PART NUMBER/DESCRIPTION	PROMISED BY	QUANTITY	UNIT	UNIT PRICE	LINE TOTAL
1	Interior Office Repairs at 3240 Flightline Drive - BID# 3060			LOT		78,413.05
					TOTAL	78,413.05

No federal excise or state sales tax shall be included in price.
 State Sales Tax Certificate # 85-8012621615C-3
 Federal Exemption # 59-6000354

This purchase order is subject to City of Lakeland's standard terms and conditions contained on the Purchasing Division's website at www.lakelandgov.net/departments/purchasing, which are hereby incorporated by reference and made a part hereof.

Mark D. Raiford, Purchasing Manager

d. Exhibit "D", City's Cost Proposal

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

19. **NOTICES.** All Notices pursuant to this Agreement shall be deemed sufficiently given when in writing when (i) personally served on a party to be notified, (ii) delivery by overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid certified delivery, directed to the party to be notified at the following address:

Contractor:

JCR Construction & Services, LLC
3804 Block Pine Road
Lakeland, Florida 33810

As to City:


Lakeland Linder International Airport
3900 Don Emerson Drive, Suite 210
Lakeland, FL 33811

IN WITNESS WHEREOF, the parties herein have executed this Agreement for interior office repairs pursuant to ITB No.3060 as of the day and year first written above.

CITY OF LAKELAND, FLORIDA

JCR CONSTRUCTION & SERVICES, LLC

H. William Mutz, Mayor



President (Signature)
Jarrod Pagan

President (Printed Name)

ATTEST:

[Corporate Seal] 
ATTEST:

By: _____
Kelly S. Koos, City Clerk

By: _____
(Attesting Witness' name/title)

Experience History Work Sheet

Builder

Applicants Name: Jarold Payan

Provide 4 years/ (48 mths) of commercial project experience.

Minimum of 1 year / (12 mths) supervisory experience is required on new commercial or multi-dwelling construction of a habitable structure. Building Contractors must have structural experience in 4 or more of the following 6 areas gained. Please use one page per project. If project dates overlap, you will be notified upon review from our office, of any shortfall on experience provided.

**College Credits, Degrees or Military Service can be substituted for up to 3 years of field experience*

Employer Name and Address: Medeiros Construction LLC 7243 Donna Dr, New Port Ritchey, FL 34652	Dates Employed (mm/yyyy to mm/yyyy): 10/2020-06/2021 Employer Phone Number: 727-484-2897
Name of qualifying contractor for employer: Jason Medeiros	License number of qualifying contractor: CGC1510383
Email: g.jason.medeiros@gmail.com	Dates on Project (mm/yyyy to mm/yyyy): 10/2020-06/2021

- Foundation/Slabs greater than 20k sqft.
 Masonry walls
 Steel erection
 Column erection
 Formwork for structural reinforced concrete
 Elevated slabs

Was this experience as a:
 Worker
 OR
 Foreman

Project Name: Grove Plaza

Complete Project Address: 5617 Wesley Grove Blvd

Your job title on the project: _____

Your duties on the project: (Brief description of your day-to-day responsibility)

Supervise labor to form structural concrete foundations with steel cages and plates. Supervise steel column erection, welding to plates.

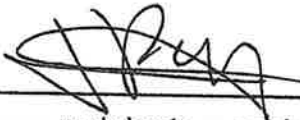
New Construction
 OR
 Renovation

Project Type: Project Description: (Include number of stories & sqft of project.)

New commercial retail plaza, single story, steel structure on concrete foundation, 31,000 sq ft.

I certify that the experience I am providing is completely & truthful to the best of my knowledge. I understand that my signature on this written worksheet has the same legal effect as an oath or affirmation. Under penalties of perjury, I understand that falsification of any experience on my application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.

Signature: _____



Date: 02/08/2023

Please use as many worksheets as needed to meet the minimum requirement for your experience. Use one page per project.

Experience History Work Sheet

Item 16.

Builder

Applicants Name: Jarold Payan

Provide 4 years/ (48 mths) of commercial project experience.

Minimum of 1 year / (12 mths) supervisory experience is required on new commercial or multi-dwelling construction of a habitable structure. Building Contractors must have structural experience in 4 or more of the following 6 areas gained. Please use one page per project. If project dates overlap, you will be notified upon review from our office, of any shortfall on experience provided.

**College Credits, Degrees or Military Service can be substituted for up to 3 years of field experience*

Employer Name and Address: Medeiros Construction LLC 7243 Donna Dr, New Port Ritchey, FL, 34652	Dates Employed (mm/yyyy to mm/yyyy): Employer Phone Number: 7274842897
Name of qualifying contractor for employer: Jason Medeiros	License number of qualifying contractor: CGC1510383
Email: G.jason.Medeiros@gmail.com	Dates on Project (mm/yyyy to mm/yyyy):

- Foundation/Slabs greater than 20k sqft. Masonry walls Steel erection
 Column erection Formwork for structural reinforced concrete Elevated slabs

Was this experience as a: Worker OR Foreman

Project Name: Twin lakes apartment complex

Complete Project Address: 330 Twin Lakes Blvd, Lake Wales, FL, 33853

Your job title on the project:

Your duties on the project: (Brief description of your day-to-day responsibility)

Supervising the day and day operation ordering inspections and managing the entire project with inspectors and working crews. Report back to the GC on timely matter and make sure job was on schedule.

New Construction OR Renovation

Project Type: Project Description: (Include number of stories & sqft of project.)

Jason hired my company to perform this job as a subcontractor. I was the project manager during the length of the project. Project duration was 6 months from planning to completion. The project consisted on an two stories apartment building demolition and prepare the lot for an new building to be on site.

I certify that the experience I am providing is completely & truthful to the best of my knowledge. I understand that my signature on this written worksheet has the same legal effect as an oath or affirmation. Under penalties of perjury, I understand that falsification of any experience on my application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.

Signature: 

Date: 02/08/2023

Please use as many worksheets as needed to meet the minimum requirement for your experience. Use one page per project.

Experience History Work Sheet

Builder

Applicants Name: Jarold Payan

Provide 4 years/ (48 mths) of commercial project experience.

Minimum of 1 year / (12 mths) supervisory experience is required on new commercial or multi-dwelling construction of a habitable structure. Building Contractors must have structural experience in 4 or more of the following 6 areas gained. Please use one page per project. If project dates overlap, you will be notified upon review from our office, of any shortfall on experience provided.

**College Credits, Degrees or Military Service can be substituted for up to 3 years of field experience*

Employer Name and Address: Medeiros Construction LLC	Dates Employed (mm/yyyy to mm/yyyy):
7243 Donna Dr, New Port Ritchey, FL, 34652	Employer Phone Number: 7274842897
Name of qualifying contractor for employer: Jason Medeiros	License number of qualifying contractor: CGC1510383
Email: G.jason.Medeiros@gmail.com	Dates on Project (mm/yyyy to mm/yyyy):

- Foundation/Slabs greater than 20k sqft. Masonry walls Steel erection
- Column erection Formwork for structural reinforced concrete Elevated slabs

Was this experience as a: Worker OR Foreman

Project Name: Auburndale Warehouse

Complete Project Address: 615 McKean St, Auburndale FL, 33823

Your job title on the project:

Your duties on the project: (Brief description of your day-to-day responsibility)

Supervising the day and day operation ordering inspections and managing the entire project with inspectors and working crews. Report back to the GC on timely matter and make sure job was on schedule.

New Construction OR Renovation

Project Type: Project Description: (Include number of stories & sqft of project.)

Jason hired my company to perform this job as a subcontractor. I was the project manager during the length of the project. Project duration was 6 months from planning to completion. The project consisted on building an office addition (6k) and erecting a 180 ft 2h rathing fire proof wall. This project included columns, footing and erecting a net to avoid insects going from one side to the other in the existing warehouse.

I certify that the experience I am providing is completely & truthful to the best of my knowledge. I understand that my signature on this written worksheet has the same legal effect as an oath or affirmation. Under penalties of perjury, I understand that falsification of any experience on my application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.

Signature:  Date: 08/08/2021

Please use as many worksheets as needed to meet the minimum requirement for your experience. Use one page per project.

CLIENT REFERENCES

City of Lakeland

Lakeland Linder International Airport

3900 Don Emerson Drive Suite 210

Lakeland, FL 33813

Linda Alsbaugh 863-834-6780

Interior Office Repairs 3240 Flightline Dr Bid #3060

Medeiros Construction, LLC

7243 Donna Dr

New Port Richey, FL 34652

Jason Medeiros 727-484-2897

Auburndale Warehouse 615 McKean St, Auburndale

Medeiros Construction, LLC

7243 Donna Dr

New Port Richey, FL 34652

Jason Medeiros 727-484-2897

Twin Lakes Apartments 330 Twin Lakes Blvd., Lake Wales

Medeiros Construction, LLC

7243 Donna Dr

New Port Richey, FL 34652

Jason Medeiros 727-484-2897

Grove Plaza 5617 Wesley Grove Blvd, New Port Richey

****Please see attached Purchase Order and Experience History Work Sheets****

EXPIRES: 09/30/2024

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

CLASS: B+

ACCOUNT NO. 175316

LOCATION

**1508 STACY DR
LAKELAND**

OWNER NAME

JAROLD PAYAN

CODE ACTIVITY TYPE

**230080 CONTRACTOR BUILDING
230080 CONTRACTOR BUILDING**

BUSINESS NAME AND MAILING ADDRESS

JCR CONSTRUCTION & SERVICES LLC

JCR CONSTRUCTION & SERVICES "LLC"

**JCR CONSTRUCTION & SERVICES "LLC"
1508 STACY DR
LAKELAND, FL 338012759**

**PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR CBC1265799**

**THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
DISPLAYED AT THE BUSINESS LOCATION**

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

LSC 57.75

JCR CONSTRUCTION & SERVICES LLC

PAID - 1679768 08/02/2023 LCH

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/Form1099 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

JCR CONSTRUCTION & SERVICES LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
- Other (see instructions) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3804 BLOCK PRINE RD

6 City, state, and ZIP code

LAKELAND FL 33810

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								
			-					

OR

Employer identification number									
4	6	-	4	8	4	3	0	0	3

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its Instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

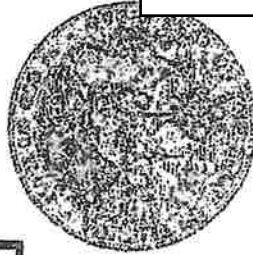
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

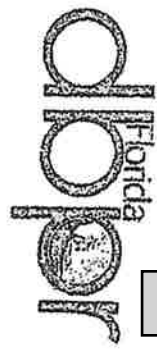
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Ron Desantis, Governor

Melanie S. Griffin, Secretary



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

STATE OF FLORIDA

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PAYAN, JAROLD
JCR CONSTRUCTION & SERVICES LLC
1508 STACY DR
LAKELAND FL 33801

LICENSE NUMBER: CBC1265799

EXPIRATION DATE: AUGUST 31, 2024

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Company ID Number: 2151601

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and JCR CONSTRUCTION SERVICES LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer JCR CONSTRUCTION SERVICES LLC	
Name (Please Type or Print) JAROLD PAYAN	Title
Signature Electronically Signed	Date 05/17/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/20/2023

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	JCR CONSTRUCTION SERVICES LLC
Company Facility Address	3804 BLOCK PRINE ROAD LAKELAND, FL 33810
Company Alternate Address	
County or Parish	POLK
Employer Identification Number	464843003
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Item 16.

Company ID Number: 2151601

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



Company ID Number: 2151601

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name JAROLD PAYAN
Phone Number 8636604704
Fax
Email icrconstructionservices@gmail.com

Name Tammv L McCue
Phone Number 8635955533
Fax
Email tammvlmccue@gmail.com



Company ID Number: 2151601



This list represents the first 20 Program Administrators listed for this company.



TOWN COMMISSION MEETING

December 12, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, RFP 24-04 COMMUNITY CENTER RENOVATIONS
- SUBJECT:** The Town Commission will consider authorizing the Town Manager to release a Request for Proposal (RFP) 24-04 for renovations to the Dundee Community Center.
- STAFF ANALYSIS:** RFP 24-04 requests the necessary renovations to the Dundee Community Center as approved in the FY 2023 – 2024 budget.
- FISCAL IMPACT:** TBD
- STAFF RECOMMENDATION:** Authorization for the Town Manager to release RFP 24-04 for renovations to the Dundee Community Center.
- ATTACHMENTS:** RFP 24-04

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR RENOVATIONS TO DUNDEE COMMUNITY CENTER

RFP NUMBER: 24-04

**Responses are due by
4:00 PM on January 31, 2024**

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFP 24-04
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

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RFP 24-04

FY 2023-2024 RENOVATIONS TO DUNDEE COMMUNITY CENTER

Sealed Bids marked “SEALED BID – FY 2023-2024 RFP 24-04 RENOVATIONS TO DUNDEE COMMUNITY CENTER” will be received by the Town Manager of the Town of Dundee, Florida, until 4:00 PM on January 31, 2024, at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

Furnish all labor, materials, equipment, and supervision related to and necessary for the Demolition of the existing floor plan for the Community Center as depicted in **Exhibit(s) “A – C”** attached to the Work Summary and incorporated herein by reference. Furnish all labor, materials, equipment, and supervision related to and necessary for the design and construction of a new floor plan for the Community Center. **The total project cost shall not exceed \$40,000.00.**

In addition to the aforementioned, the requirement(s) for RFP 24-04 include, but shall not be limited to, the following:

1. The contractor shall be responsible for applying for and obtaining all necessary permits.
2. The contractor shall submit all drawings, designs, and plans to the Town of Dundee for approval.
3. The contractor shall submit a material list to the Town of Dundee for approval.
4. The contractor shall provide for a safe and secure work site that doesn't allow pedestrians to enter onto the work site (e.g., fencing, barricades, etc.).
5. The contractor shall haul and remove all construction debris daily.
6. The contractor shall satisfy all requirements prescribed by the Code of Ordinances of the Town of Dundee and/or Town of Dundee Land Development Code which includes, but shall not be limited to, obtaining all necessary approvals prior to mobilization.

REQUIRED WORK:

A. Women/Men restroom area, as follows:

- Remove 696 LF of tile on the bathroom walls.
- Remove and dispose of the existing partitions, toilets, countertops, and sinks. Remove existing mirrors and toilet paper dispensers as well as sanitary napkins dispensers.
- Remove existing fluorescent lights in preparation to install LED Lights.

- Remove existing quarry tile in the floor and thin set-in preparation to install VCT floor.
- Install new light switch and exhaust fan in the bathrooms at least 150 CFM.
- Install purple board in the walls, compound, and texture it and paint (color selected by Town Manager or her designee) for the entire bathroom.
- Self-level the floor in preparation installation of new VCT floor.
- Install VCT floor over concrete (NOTE: THIS IS BASED ON A TILE COST OF 1.50 CENTS PER SQ FEET CUSTOMER TO DETERMINE COLOR).
- Installation of new granite level one (1) or Formica countertops, handicap countertops with four (4) sinks, and touch-less faucets.
- Conversion of the 4 fluorescent lights into LED lights
- installation of six (6) new toilets and six (6) new flush valves and sensors.
- Install new 6" Black VCT cover base.
- Remove existing front door, remove the metal plates, doorknob, and self-close door arm. Sand down and urethane the door to match the rest of the doors in the building (NOTE: THIS PRICE MUST INCLUDE THE ARM AND THE NEW DOORKNOB).
- New powder coating black matte partition.

B. Lobby and Foyer Area, as follows:

- Remove and dispose of existing tile and thin set in preparation to install VCT floor.
- Self-level the floor in Preparation for installation of new VCT.
- Install VCT floor over concrete (NOTE: THIS IS BASED ON A TILE COST OF 1.50 CENTS PER SQ FEET CUSTOMER TO DETERMINE COLOR).
- Installation of new 6" Black VCT cover base.

C. Main Hall Floor and Stage Area, as follows:

- Installation of VCT floor over concrete (NOTE: THIS IS BASED ON A TILE COST OF 1.50 CENTS PER SQ FEET CUSTOMER TO DETERMINE COLOR).
- Installation of new 6" Black VCT cover base.

D. Kitchen Area, as follows:

- Remove and dispose of the quarry tile and thin set.
- Installation of VCT floor over concrete (NOTE: THIS IS BASED ON A TILE COST OF 1.50 CENTS PER SQ FEET CUSTOMER TO DETERMINE COLOR).
- Installation of new 6" Black VCT cover base.

On February 1, 2024 at 10:00 AM, bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

A mandatory Site Visit is scheduled for 9:00 AM, Wednesday, January 3, 2024 at the Community Center, 603 Lake Marie Blvd, Dundee, Florida 33838, to be followed by a mandatory Pre-Bid meeting at Town Hall, 202 East Main Street, Dundee, Florida 33838, at 10:00 AM, January 3, 2024, for the purpose of answering any questions bidders may have in reference to the project(s). **The Site Visit and Pre-Bid meeting are mandatory and a material requirement of this RFP 24-04.**

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 Town Clerk until 3:30 PM on January 17, 2024. For more information regarding this RFP 24-04, please contact **Trevor Douthat, Town Clerk, (863) 438-8330** or by e-mail at tdouthat@townofdundee.com.

Public Records - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2023). As such, do not submit any document(s) that you do not want to be made public.

Bidders shall submit bids on the 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 24-04: FY 2023-2024 RENOVATIONS TO DUNDEE COMMUNITY CENTER.

The Town of Dundee welcomes your response to this RFP 24-04. 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 24-04 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 24-04. 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 24-04, re-advertise RFP 24-04, 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 FY 2023-2024 RENOVATIONS TO DUNDEE COMMUNITY CENTER No. 24-04** (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 24-04 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 24-04 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 24-04 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.

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

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

PART 2 – PRODUCTS

PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 – WORK BY CONTRACTOR

Furnish all labor, materials, equipment, and supervision related to and necessary for the Demolition of the existing floor plan for the Community Center as depicted in **Exhibit(s) “A – C”** attached hereto and incorporated herein by reference. Furnish all labor, materials, equipment, and supervision related to and necessary for the design and construction of a new floor plan for the Community Center. **The total project cost shall not exceed \$40,000.00.**

In addition to the aforementioned, the requirement(s) for RFP 24-04 include, but shall not be limited to, the following:

1. The contractor shall be responsible for applying for and obtaining all necessary permits.
2. The contractor shall submit all drawings, designs, and plans to the Town of Dundee for approval.
3. The contractor shall submit a material list to the Town of Dundee for approval.
4. The contractor shall provide for a safe and secure work site that doesn't allow pedestrians to enter onto the work site (e.g., fencing, barricades, etc.).
5. The contractor shall haul and remove all construction debris daily.
6. The contractor shall satisfy all requirements prescribed by the Code of Ordinances of the Town of Dundee and/or Town of Dundee Land Development Code which includes, but shall not be limited to, obtaining all necessary approvals prior to mobilization.

REQUIRED WORK:

A. Women/Men restroom area, as follows:

- Remove 696 LF of tile on the bathroom walls.
- Remove and dispose of the existing partitions, toilets, countertops, and sinks. Remove existing mirrors and toilet paper dispensers as well as sanitary napkins dispensers.
- Remove existing fluorescent lights in preparation to install LED Lights.

- Remove existing quarry tile in the floor and thin set-in preparation to install VCT floor.
- Install new light switch and exhaust fan in the bathrooms at least 150 CFM.
- Install purple board in the walls, compound, and texture it and paint (color selected by Town Manager or her designee) for the entire bathroom.
- Self-level the floor in preparation installation of new VCT floor.
- Install VCT floor over concrete (NOTE: THIS IS BASED ON A TILE COST OF 1.50 CENTS PER SQ FEET CUSTOMER TO DETERMINE COLOR).
- Installation of new granite level one (1) or Formica countertops, handicap countertops with four (4) sinks, and touch-less faucets.
- Conversion of the 4 fluorescent lights into LED lights
- installation of six (6) new toilets and six (6) new flush valves and sensors.
- Install new 6" Black VCT cover base.
- Remove existing front door, remove the metal plates, doorknob, and self-close door arm. Sand down and urethane the door to match the rest of the doors in the building (NOTE: THIS PRICE MUST INCLUDE THE ARM AND THE NEW DOORKNOB).
- New powder coating black matte partition.

B. Lobby and Foyer Area, as follows:

- Remove and dispose of existing tile and thin set in preparation to install VCT floor.
- Self-level the floor in Preparation for installation of new VCT.
- Install VCT floor over concrete (NOTE: THIS IS BASED ON A TILE COST OF 1.50 CENTS PER SQ FEET CUSTOMER TO DETERMINE COLOR).
- Installation of new 6" Black VCT cover base.

C. Main Hall Floor and Stage Area, as follows:

- Installation of VCT floor over concrete (NOTE: THIS IS BASED ON A TILE COST OF 1.50 CENTS PER SQ FEET CUSTOMER TO DETERMINE COLOR).
- Installation of new 6" Black VCT cover base.

D. Kitchen Area, as follows:

- Remove and dispose of the quarry tile and thin set.
- Installation of VCT floor over concrete (NOTE: THIS IS BASED ON A TILE COST OF 1.50 CENTS PER SQ FEET CUSTOMER TO DETERMINE COLOR).
- Installation of new 6" Black VCT cover base.

1.02 – CONTRACTOR USE OF SITE

- A.** The Contractor shall not work on or keep any equipment on any private property without the express written permission of the property owner involved. The Contractor shall be responsible for damages to any private property including, but not to be limited to, trees, curbs, mailboxes, and private yards.
- B.** The Contractor shall be responsible for locating and securing required storage and/or staging areas.

- C. The Contractors shall be responsible for obtaining a water construction meter, if required or deemed necessary by the Town, for any water that may be needed on this project.
- D. All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards.

1.03 – SEQUENCE OF WORK

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

PART 2 – PRODUCTS

All products and material shall meet or exceed all specifications 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 FINAL CLEANING

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

1.3 ADJUSTING

In the sole and absolute discretion of the Town Manager or her authorized designee, cause to be made or constructed any adjustment(s) in order to ensure: (i) smooth/unhindered operation of the Community Center; and (ii) the renovation(s), product(s), and/or installed equipment (i.e., includes all fixtures) conform to the plans, specifications, and drawings approved by the Town of Dundee for this RFP.

1.4 WARRANTIES

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 RFP 24-04 RENOVATIONS TO DUNDEE COMMUNITY CENTER

RETURN DATE: January 31, 2024 by 4 PM
 RETURN TO: Office of the Town Clerk
 Attn: RFP 24-04
 Town of Dundee
 P.O. Box 1000
 202 East Main Street
 Dundee, Florida 33838

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

Bid Alternate

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

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: _____

Company Address: _____

Company City: _____ State: _____ Zip: _____

Company Phone Number: _____ Fax Number: _____

Authorized Representative: _____

Signature: _____ Date: _____

Print Name: _____ Phone Number: _____

Title: _____

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

EXHIBIT – A



EXHIBIT - B



EXHIBIT - C



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

December 12, 2023 at 6:30 PM

AGENDA ITEM TITLE: DISCUSSION & ACTION, RFP 24-05 FIRE TRUCK MINI PUMPER

SUBJECT: The Town Commission will consider authorizing the Town Manager to release a Request for Proposal (RFP) 24-05 for a mini pumper for the Fire Department.

STAFF ANALYSIS: RFP 24-05 requests the necessary purchase of a mini pumper for the Fire Department as approved in the FY 2023 – 2024 budget.

FISCAL IMPACT: TBD

STAFF RECOMMENDATION: Authorization for the Town Manager to release RFP 24-05 for the purchase of a mini pumper.

ATTACHMENTS: RFP 24-05

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR

1 – FIRE DEPARTMENT MINI PUMPER

RFP NUMBER: 24-05

**Responses are due by
4:00 PM on December 27, 2023**

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFP 24-05
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

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RFP 24-05

FY 2023-2024 – 1 FIRE DEPARTMENT MINI PUMPER

Sealed Bids marked “SEALED BID – FY 2023-2024 – 1 FIRE DEPARTMENT MINI PUMPER” will be received by the Town Manager of the Town of Dundee, Florida, until 4:00 PM on December 27, 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) FIRE DEPARTMENT PUMP 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 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) FIRE DEPARTMENT PUMP TRUCK; and (2) the Truck must be delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this RFP 24-05 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 :

- **DIMENSIONS:**

- Overall, Height, < 96.00"
- Overall Length < 26'
- Overall Width, 96.00"
- Pump Module Width, 24.00"
- Angle of Approach, NFPA Minimum, 8 Degrees
- Angle of Departure, NFPA Minimum, 8 Degrees
- NFPA 1901 REQUIREMENTS -INITIAL ATTACK - 7.000 02/14/22

- **NFPA 1901-2016**
 - **NFPA 1901-2016 Compliance, Initial Attack**
 - Center of Gravity, Calculated
 - Road Test Certification

- **PLACARDS and LABELING**
 - Label, FAMA #7: Seated and Belted
 - Label, FAMA #10: Cab Equipment Mounting
 - Label, FAMA #15: "Helmet Worn in Cab"
 - Label, FAMA #17: "Vehicle Backing"
 - Label, Chassis Data Labels, 1901
 - Label, Overall, Height, Length, GVWR
 - Label, Warning, "No Ride Rear Step"

- **COMMERCIAL CHASSIS**
 - Ford, F-550, DRW, 4x4, 4-Dr, 203.7" WB, XL
 - Payload Plus Upgrade Package
 - Elec Shift on the Fly (ESOF)
 - Skid Plates (Extended and Crew Cab Only)
 - Engine, 6.7L Power Stroke Diesel
 - Transmission, Automatic, 10-Spd
 - Fire/Rescue Prep Pkg
 - Operator Commanded Regeneration (OCR)
 - Fuel Tank, 40 Gallon, Aft, w/ Aux fuel tap
 - Rear Axle Ratio, Limited Slip, 4.88 (6.7L)
 - Block Heater
 - PTO Provision
 - Cab, Crew, 4-Dr
 - Power Equipment Group
 - 40/20/40 Vinyl Front Bench Seat
 - 60/40 Rr Bench Seat
 - XL Value Package
 - Tires and Wheels: F450/ 550 (4x4)
 - Wheels, 19.50" Steel
 - Tires, 225/70Rx19.5G BSW
 - Ford Warranty, Superduty

- **CHASSIS PAINT COLOR 1**
 - Cab Paint, Single Color, Race Red, PQ
 - CHASSIS MODS - 7.000 02/14/22

- **CAB STEPS, RUNNING BRDS -**

- FORD OPTION: Running Boards, Crew Cab, NFPA
- **WINCHES/ BRUSH GUARDS/ REPLACEMENT BUMPERS**
 - NO Front Bumper Replacement - PTS
 - FORD OPTION: Grille Guard, w/ winch Mount
 - Winch, 12,000 lbs., Wire Rope
- **HITCHES-TIE OFFS-RECEIVERS**
 - Receiver Hitch, Rear, Class V, 2.00"
 - Trailer Hitch Power Plug, 12V, 7 Prong
- **FORD SEATING**
 - FORD/ RAM OPTION: Center Seat Removal for Console
 - Seating Capacity, Four (4)
 - FORD OPTION: SCBA Seats, Valor, Rear, (2), w/ EZ Lock SCBA Brkt
 - Label, FAMA #11: SCBA Seat Insert
 - Seat Belt Web Length, Commercial Chassis, Non-NFPA 2016 Compliant
 - Seat Belts, Supplied by Chassis Mfgr, Ford, Non-NFPA 2016
- **TIRE PRESSURE MONITORING SYSTEMS**
 - Tire Prss Monitoring Dvce, LED AirGuard, 6 Wheel
- **WHEEL TRIM and COVERS**
 - FORD OPTION: Wheel Covers, SS, 19.50"
- **EXHAUST SYSTEMS**
 - Chassis Exhaust Extension, RH Side
 - Exhaust Heat Shield, Under Body Components
 - Label, FAMA #04: "Hot Exhaust Dangers"
- **FRAME PREP and MODIFICATIONS**
 - Chassis Preparation, Commercial
 - Front Tow Hooks - Chassis Supplied
 - Not Required, Vehicle Data Recorder & Seat Belt Monitor, Ford, Non-NFPA 2017

- **CONSOLES and EQUIPMENT**
 - FORD OPTION: Center Console, Aluminum
 - Console Option, Cup Holders, (2)

- **BATTERY SYSTEMS and SHORELINE PLUG-INS**
 - Master Body Disconnect Switch
 - Indicator Light, Mst Body Disconnect, Green
 - Kussmaul, Chief 4012, 40 Amp
 - Battery Charger Location, Per Manufacturer
 - Shore Power Inlet, Kussmaul, Super Auto-Eject 20A
 - Auto-Eject Mating Plug, NEMA 5-20P
 - Chief Status Center w/ Cover, 091-55-266-YW, Yellow
 - Auto Eject Location, Per Manufacturer
 - Aux Air Cmp, Kussmaul, 12V
 - Aux Air Compressor Location, Per Manufacturer

- **BACK UP ALARM**
 - Back Up Alarm, 97db
 - 12 VOLT POWER SOURCES
 - USB Port, Kussmaul, Dual, 4.8amp total, 2.4amp each

- **PUMP AND PLUMBING - FOUTS 4 - 7.000 02/14/22**
 - Pump Package, Side mount, Fouts 4, Hale, DSD, Midship
 - Fire Pump, Hale DSD, 1 Stage, Midship
 - Pump Warranty, Hale, 5 Year (2 Year Parts & Labor, Parts Only Years 3-5)
 - Pump Manuals, Elec, (2)
 - Pump Flow Rating, Hale, DSD, 1500 GPM
 - Altitude Requirements, 0' to 2000 Feet Above Sea Level

- **MASTER INTAKE(S)**
 - Intake, 6.00", NST, Ungated, LH Side, Pump Panel
 - Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo
 - Intake, 6.00", NST, Ungated, RH Side, Pump Panel
 - Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo

- **PUMP MODS**
 - Pump Installation, Midship Split-Shaft, Ford 450/550 1

- **PUMP SHIFT, FORD, HALE, MIDSHIP**
 - Pump Shift, Hale, Air, Midship w/ Air System Install 1
 - Pump Shift Control, Elec Over Air, IC 1

- **PUMP EQUIPMENT, HALE,**
 - Valves: Akron, Gen II 1
 - Drains, 0.75" Mnl, Class1, Lift Handle 1
 - Discharge Gauges, Class1, 2.50", (0-400 psi), White Face 1
 - Gauge Bezels, Class1, Chrome 1
 - Pump Primer, Hale ESP-PVG, 12V Elec, Fluidless 1
 - Fuse, 250 amp, Primer 1
 - Anodes, (3), Alloy: 2 Suction, 1 Discharge, Hale 1
 - Thermal Relief Valve, TRV-120 1
 - Pump Cooler Valve, Hale 1

- **PRESSURE GOVERNOR**
 - Governor, Class1, Sentry 1

- **GATED INTAKE**
 - Aux Suction, 2.50", LH Side, Pump Panel 1
 - Intake Valve Control, Mnl Swing Type-Adjacent 1
 - Plug, 2.50" Chrome, NST, w/Chain

- **TANK TO PUMP VALVE**
 - Valve, Tank to Pump, 3.00", Air 1

- **TANK FILL VALVE**
 - Valve, Tank Re-Fill, 2.00" 1
 - Valve Control, Pull Rod, LH Side, Lckng, Class1, CP T-Hndl 1

- **DISCHARGE, LH PANEL**
 - Discharge, 2.50", LH Side, Pump Panel 1
 - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
 - Discharge, Elbow, 30d, 2.50" MNST, Integral, Class1 1
 - Cap, 2.50" Chrome, NST, w/ Chain 1
 - Discharge NOT Foam Capable 1

- **DISCHARGE, RH FRONT PANEL**
 - Discharge, 3.00", RH Side, Pump Panel, Front 1
 - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
 - Discharge, Elbow, 30d, 3.00" MNST, Integral, Class1 1
 - Cap, 3.00" Chrome, NST, w/ Chain 1
 - Discharge NOT Foam Capable 1

- **DISCHARGE, RH REAR PANEL**
 - Discharge, Push Pull, 3.00" x 4.00", RH Side, Pump Panel, Rr 1
 - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
 - Discharge Adapt, Straight, 3.00"-4.00" MNST, Class1 1
 - Discharge Elbow, TFT, 30 deg, 5.00"Stz S x 4.00"F NH S RL 1
 - Cap, TFT, 5.00" Storz w/ Lanyard 1
 - Discharge NOT Foam Capable 1

- **DISCHARGE, HOSEBED PRE-CONNECT**
 - Discharge, Preconnect, 2.50", Front of Hose Bed, RH 1
 - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
 - Discharge NOT Foam Capable

- **DISCHARGE(S), CROSSLAYS**
 - Crosslay Discharge #1- One (1) 1.75", Above Mod 1
 - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
 - Discharge Foam Capable 1
 - Crosslay Discharge #2- One (1) 1.75", Above Mod 1
 - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
 - Discharge Foam Capable 1

- **MASTER GAUGES**
 - Master Gauges, Pressure Governor 1

- **TANK LEVEL INDICATOR(S)**
 - Water Level Gauge, Class1 "ITL-40B", Blue, Pump Panel 1

- **PUMP ENCLOSURE**
 - Pump House, Side Mount, Ext Alum, 24.00" 1
 - Pump Panels, 14 GA, Brushed Finish, 304 SS 1

- **CROSSLAYS/ DUNNAGE AREA**
 - Crosslay Config, (2) Hosebeds, Double Stack 1
 - Crosslay Divider, 3/16" Alum, w/ Hand Holes 1
 - Vinyl Crosslay Cover, Red 1

- **PUMP PANEL/ ENCLOSURE LIGHTS**
 - Pump Panel Lt, LH Side, LED, Strip 1
 - Pump Panel Lt, RH Side, LED, Strip 1
 - Pump Compt. Lht, LED Strip 1
 - Lt, Controls, Switch on pump panel 1

- **PUMP MODULE RUNNING BOARDS 1**
 - Running Board, LH Pump Panel, Alum T/P, TM 1
 - Running Board, RH Pump Panel, Alum T/P, TM

- **PUMP PANEL LABELING**
 - Label, FAMA 22, Hose Restraint Required 1
 - Label, FAMA 18, Intake and Discharge Cap Pressure 1
 - Label, FAMA 25, Trained Personal Only 1
 - Label, Pump ID Plate, IC 1
 - Labels, Color Coded, Innovative Controls 1

- **FOAM SYSTEM 1**
 - Foam System, Hale SmartFOAM, 2.1A 1
 - Foam Level Gauge, Class A, Class1 "ITLF-40G", Green 1

- **RESCUE BODY**

- **WATER TANK 1**
 - Tank, 300 Gal Water, 15 Gal Foam, Poly 1
 - Label, FAMA 19, "Foam Type Mixing" 1

- **BODY 1**
 - Alum, 108.00" L x 95.00" W, Body Const 1

- **LEFT SIDE COMPARTMENTS 1**
 - L1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr 1
 - Roll-UP Door, Amdor, Satin Finish 1

- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- L2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- L3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1

• **RIGHT SIDE COMPARTMENTS**

- R1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- R2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- R3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Switch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1

• **REAR BODY DESIGN- FLAT BACK 1**

- CR1, Rr Cntr Comp't - Full Ht Roll Up 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 13.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1

- **HOSEBED**

- Hose Bed, Grating, Extrd Alum 1
- Hose Bed, Cross Divider, Fwd 22.00" 1
- Hose Bed Dimensions: 49.75"W x 85.00"L x 15.00"T 1
- Hose Bed, Strge Cpcty, 34.00 Cubic Feet 1
- NO Hose Bed Storage Capacity - PTS 1
- Hosebed, Divider, 3/16" Alum, ea 1
- Hsbd Cvr, Vnyl, Velcro, Red 1

- **EQUIPMENT STORAGE**

- Tray, Suction Hose, (2), LH, Above Compt 1
- Hose Capacity, (2) 8' Sections 1
- Ladder Mtg, RH, Above Compt, (1) PEL-12 1

- **WHEEL WELL AREA**

- Whl Well Cmpt, (3), Sngl SCBA Tubes, Alum Dr 1
- Whl Well Prv, LH Rear, Diesel Fuel Fluid Fill 1

- **REAR STEPS**

- Folding Steps, (2) LH Rear, IC 3004234, w/ (1) LED Step Lt 1
- Lt, Controls, Work/ Step Lts, Park Brake 1

- **EXTERIOR GRAB RAILS**

- Grab Rails, (2), Rear, Vertical 1

- **COMPARTMENT PACKAGES**

- NO FMI Compartment Packages - PTS 1

- **12V ELECTRICAL SYSTEM - FOUTS 4 - 7.000 02/14/22 1 ELECTRICAL Electrical, 12V 1**

- NFPA Electrical System 1

- **GROUND LIGHTING**

- Ground Lts, (4), Chassis, 4-Dr. LED 1
- Ground Lts, (2) Forward Rr Whls, LED 1
- Ground Lts, (2) Rr Step, LED 1
- Lt Swtch , Ground Lts w/ Park Brake 1

- **DOOR OPEN / HAZARD WARNING LIGHT INDICATOR SYSTEMS**

- Lht, Hazard, LED, Flashing, Red

- **REAR DIRECTIONALS/ DOT LIGHTS**

- Rear Brake/Tail/Turn/Backup, Whelen M6 1
- Tail/Brake Lts, Whelen, LED, M6, Red Lens (Pair) 1
- Turn Signals, Whelen, LED, M6, Amber Lens (Pair) 1
- Backup Lts, Whelen, LED, M6 (Pair) 1
- Tail Lt Bezel, 4 Lights, Whln M6 (Pair), ABS Chrome 1
- Fouts4 Body LED Marker Lights 1
- Marker Lts, 0.75" LED, DOT Required 1
- Reflectors, Red, (4), Rear Body 1
- Lht , License Plate, LED 1

- **TRAFFIC ADVISOR**

- Traffic Advisor, Whelen TAL85, 48.00" LED 1

- **SCENE LIGHT(S) - UPPER BODY 1**

- Scene Lts, Whelen, Side Facing Upper Front, (2) M6ZC 1
- Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
- Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
- Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
- Scene Lts, Whelen, Side Facing Upper Rear, (2) M6ZC 1
- Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
- Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
- Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
- Scene Lts, Whelen, Upper Rear Body, (2) M6ZC 1
- Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
- Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
- Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
- Left Scene Swtch, Rocker, Single Switch, Cab 1
- Rear Scene Swtch, Rocker, Single Switch, Cab 1
- Right Scene Swtch, Rocker, Single Switch, Cab 1
- Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse 1

- **BACKUP CAMERA**

- Rearview Camera, 7.00" Color Monitor
- Monitor Location, Rear View Mirror

- **WARNING LIGHTS PACKAGE**
 - Warning light flash pattern, Default NFPA 1
- **LIGHTBAR**
 - Lht Bar, Federal, 53" Vision SLR 1
 - White Lights, "Blocking Right of Way" 1
 - Lt Bar Swtch, Rocker, Single Switch/ Master Warn, Cab 1
 - Lightbar Mount, MKEZ7 1
- **UPPER LEVEL WARNING LIGHTS 1**
 - Warn Lts, Whelen, Side Facing Upper Front, (2) M6 Series LED 1
 - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
 - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
 - Warn Lts, Whelen, Side Facing Upper Rr, (2) M6 Series LED 1
 - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
 - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
 - Warn Lts, Whelen, Upper Rear, (2) M6 Series LED 1
 - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
 - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
 - Upper Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab 1
- **LOWER LEVEL WARNING LIGHTS 1**
 - Warning Lts, Whelen, Lower Warn Lt, (2) M4 Series LED 1
 - Warning Lt, Driver, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
 - Warning Lt, Officer, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M4 Series, Ea 2
 - Warning Lts, Whelen, Intrsct, (2) M4 Series LED 1
 - Warning Lt, Driver, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
 - Warning Lt, Officer, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M4 Series, Ea 2
 - Warning Lts, Whelen, Low Mid Body (2) M7 Series LED 1
 - Warning Lt, Driver, Whelen, M7 Series, Red LED, Clear Lens, Ea 1
 - Warning Lt, Officer, Whelen, M7 Series, Red LED, Clear Lens, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M7 Series, Ea 1
 - Warning Lts, Whelen, Low Rr (2) M6 Series LED
 - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
 - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
 - Bezel(s), Taillights
 - Lower Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab

- **AUDIBLE WARNING**
 - Siren, Whelen Howler Siren Amplifier
 - Siren, Whelen, 295SLSA1, 100/200 watt
 - Speaker, Whelen, 100 watt, SA315, RH Side
 - Label, FAMA #42: "Siren Noise"

- **PAINT/ PREP/ STRIPE**

- **PAINT AND FINISH**
 - Cab, Standard Color
 - Anti-Corrosion Protection, ECK
 - Body Undercoating, Rescue Body
 - Compartment Interiors, Side, Zolatone

- **PAINT TWO TONE CAB**
 - Wheel Rims, As Provided with Chassis

- **LETTERING AND STRIPING**
 - Rear Chevron Striping, Red/ Florescent Yellow-Geen
 - DEALER SUPPLIED GRAPHICS PACKAGE

- **LOOSE EQUIPMENT**

- **WARRANTY REQUIREMENTS**
 - General Warranty, (1) Year
 - Body Warranty, Alum, (10) Year
 - Plumbing Warranty, Stainless Steel, (10) Year
 - Paint Warranty, (5) Year, PPG
 - Electrical Warranty, (2) Year
 - Akron Brass Warranty, (10) Year Valves, (5) Year Elec
 - Whelen Warranty, (2) Year Siren, (5) Year LED
 - Whelen Warranty, Limited Lifetime
 - Kussmaul Warranty

On Thursday, December 28, 2023 at 10:00 AM, at Town Hall, 202 East Main Street, Dundee, Florida 33838, bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

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

Questions may be submitted to the Town Clerk until 3:30pm on December 20, 2023. For more information regarding this **RFP 24-05**, please contact **Trevor Douthat, (863) 438-8330** or by e-mail at tdouthat@townofdundee.com.

Public Records - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2019). As such, do not submit any document(s) that you do not want to be made public. Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Trevor Douthat, Town Clerk, Town of Dundee, Florida, and marked RFP 24-05: FY 2024-2025 – 1 FIRE DEPARTMENT MINI PUMPER.

The Town of Dundee welcomes your response to this **RFP 24-05**. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this **RFP 24-05** at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this **RFP 24-05**. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all proposals received pursuant to this RFP 24-05, re-advertise RFP 24-05, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

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

1) GENERAL CONDITIONS AND STATE LAW COMPLIANCE:

I. General Conditions:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this **Request For Proposal FY 2023-2024 – 1 FIRE DEPARTMENT MINI PUMPER No. 24-05** (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 24-05 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 24-05 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 24-05 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.
- d)

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 1 –FIRE DEPARTMENT MINI PUMPER”

The Town of Dundee (the “Town”) is seeking proposals on and/or for one (1) FIRE DEPARTMENT PUMP 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 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) FIRE DEPARTMENT PUMP TRUCK; and (2) the Truck must be delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this **RFP 24-05** 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 :

- **DIMENSIONS:**

- Overall, Height, < 96.00"
- Overall Length < 26'
- Overall Width, 96.00"
- Pump Module Width, 24.00"
- Angle of Approach, NFPA Minimum, 8 Degrees
- Angle of Departure, NFPA Minimum, 8 Degrees
- NFPA 1901 REQUIREMENTS -INITIAL ATTACK - 7.000 02/14/22

- **NFPA 1901-2016**

- **NFPA 1901-2016 Compliance, Initial Attack**
- Center of Gravity, Calculated
- Road Test Certification

- **PLACARDS and LABELING**
 - Label, FAMA #7: Seated and Belted
 - Label, FAMA #10: Cab Equipment Mounting
 - Label, FAMA #15: "Helmet Worn in Cab"
 - Label, FAMA #17: "Vehicle Backing"
 - Label, Chassis Data Labels, 1901
 - Label, Overall, Height, Length, GVWR
 - Label, Warning, "No Ride Rear Step"

- **COMMERCIAL CHASSIS**
 - Ford, F-550, DRW, 4x4, 4-Dr, 203.7" WB, XL
 - Payload Plus Upgrade Package
 - Elec Shift on the Fly (ESOF)
 - Skid Plates (Extended and Crew Cab Only)
 - Engine, 6.7L Power Stroke Diesel
 - Transmission, Automatic, 10-Spd
 - Fire/Rescue Prep Pkg
 - Operator Commanded Regeneration (OCR)
 - Fuel Tank, 40 Gallon, Aft, w/ Aux fuel tap
 - Rear Axle Ratio, Limited Slip, 4.88 (6.7L)
 - Block Heater
 - PTO Provision
 - Cab, Crew, 4-Dr
 - Power Equipment Group
 - 40/20/40 Vinyl Front Bench Seat
 - 60/40 Rr Bench Seat
 - XL Value Package
 - Tires and Wheels: F450/ 550 (4x4)
 - Wheels, 19.50" Steel
 - Tires, 225/70Rx19.5G BSW
 - Ford Warranty, Superduty

- **CHASSIS PAINT COLOR 1**
 - Cab Paint, Single Color, Race Red, PQ
 - CHASSIS MODS - 7.000 02/14/22

- **CAB STEPS, RUNNING BRDS -**
 - FORD OPTION: Running Boards, Crew Cab, NFPA

- **WINCHES/ BRUSH GUARDS/ REPLACEMENT BUMPERS**
 - NO Front Bumper Replacement - PTS
 - FORD OPTION: Grille Guard, w/ winch Mount
 - Winch, 12,000 lbs., Wire Rope

- **HITCHES-TIE OFFS-RECEIVERS**

- Receiver Hitch, Rear, Class V, 2.00"
- Trailer Hitch Power Plug, 12V, 7 Prong

- **FORD SEATING**

- FORD/ RAM OPTION: Center Seat Removal for Console
- Seating Capacity, Four (4)
- FORD OPTION: SCBA Seats, Valor, Rear, (2), w/ EZ Lock SCBA Brkt
- Label, FAMA #11: SCBA Seat Insert
- Seat Belt Web Length, Commercial Chassis, Non-NFPA 2016 Compliant
- Seat Belts, Supplied by Chassis Mfgr, Ford, Non-NFPA 2016

- **TIRE PRESSURE MONITORING SYSTEMS**

- Tire Prss Monitoring Dvce, LED AirGuard, 6 Wheel

- **WHEEL TRIM and COVERS**

- FORD OPTION: Wheel Covers, SS, 19.50"

- **EXHAUST SYSTEMS**

- Chassis Exhaust Extension, RH Side
- Exhaust Heat Shield, Under Body Components
- Label, FAMA #04: "Hot Exhaust Dangers"

- **FRAME PREP and MODIFICATIONS**

- Chassis Preparation, Commercial
- Front Tow Hooks - Chassis Supplied
- Not Required, Vehicle Data Recorder & Seat Belt Monitor, Ford, Non-NFPA 2017

- **CONSOLES and EQUIPMENT**

- FORD OPTION: Center Console, Aluminum
- Console Option, Cup Holders, (2)

- **BATTERY SYSTEMS and SHORELINE PLUG-INS**

- Master Body Disconnect Switch
- Indicator Light, Mst Body Disconnect, Green
- Kussmaul, Chief 4012, 40 Amp
- Battery Charger Location, Per Manufacturer
- Shore Power Inlet, Kussmaul, Super Auto-Eject 20A
- Auto-Eject Mating Plug, NEMA 5-20P
- Chief Status Center w/ Cover, 091-55-266-YW, Yellow
- Auto Eject Location, Per Manufacturer
- Aux Air Cmp, Kussmaul, 12V

- Aux Air Compressor Location, Per Manufacturer
- **BACK UP ALARM**
 - Back Up Alarm, 97db
 - 12 VOLT POWER SOURCES
 - USB Port, Kussmaul, Dual, 4.8amp total, 2.4amp each
- **PUMP AND PLUMBING - FOUTS 4 - 7.000 02/14/22**
 - Pump Package, Side mount, Fouts 4, Hale, DSD, Midship
 - Fire Pump, Hale DSD, 1 Stage, Midship
 - Pump Warranty, Hale, 5 Year (2 Year Parts & Labor, Parts Only Years 3-5)
 - Pump Manuals, Elec, (2)
 - Pump Flow Rating, Hale, DSD, 1500 GPM
 - Altitude Requirements, 0' to 2000 Feet Above Sea Level
- **MASTER INTAKE(S)**
 - Intake, 6.00", NST, Ungated, LH Side, Pump Panel
 - Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo
 - Intake, 6.00", NST, Ungated, RH Side, Pump Panel
 - Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo
- **PUMP MODS**
 - Pump Installation, Midship Split-Shaft, Ford 450/550 1
- **PUMP SHIFT, FORD, HALE, MIDSHIP**
 - Pump Shift, Hale, Air, Midship w/ Air System Install 1
 - Pump Shift Control, Elec Over Air, IC 1
- **PUMP EQUIPMENT, HALE,**
 - Valves: Akron, Gen II 1
 - Drains, 0.75" Mnl, Class1, Lift Handle 1
 - Discharge Gauges, Class1, 2.50", (0-400 psi), White Face 1
 - Gauge Bezels, Class1, Chrome 1
 - Pump Primer, Hale ESP-PVG, 12V Elec, Fluidless 1
 - Fuse, 250 amp, Primer 1
 - Anodes, (3), Alloy: 2 Suction, 1 Discharge, Hale 1
 - Thermal Relief Valve, TRV-120 1
 - Pump Cooler Valve, Hale 1
- **PRESSURE GOVERNOR**
 - Governor, Class1, Sentry 1

- **GATED INTAKE**
 - Aux Suction, 2.50", LH Side, Pump Panel 1
 - Intake Valve Control, Mnl Swing Type-Adjacent 1
 - Plug, 2.50" Chrome, NST, w/Chain
- **TANK TO PUMP VALVE**
 - Valve, Tank to Pump, 3.00", Air 1
- **TANK FILL VALVE**
 - Valve, Tank Re-Fill, 2.00" 1
 - Valve Control, Pull Rod, LH Side, Lckng, Class1, CP T-Hndl 1
- **DISCHARGE, LH PANEL**
 - Discharge, 2.50", LH Side, Pump Panel 1
 - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
 - Discharge, Elbow, 30d, 2.50" MNST, Integral, Class1 1
 - Cap, 2.50" Chrome, NST, w/ Chain 1
 - Discharge NOT Foam Capable 1
- **DISCHARGE, RH FRONT PANEL**
 - Discharge, 3.00", RH Side, Pump Panel, Front 1
 - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
 - Discharge, Elbow, 30d, 3.00" MNST, Integral, Class1 1
 - Cap, 3.00" Chrome, NST, w/ Chain 1
 - Discharge NOT Foam Capable 1
- **DISCHARGE, RH REAR PANEL**
 - Discharge, Push Pull, 3.00" x 4.00", RH Side, Pump Panel, Rr 1
 - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
 - Discharge Adapt, Straight, 3.00"-4.00" MNST, Class1 1
 - Discharge Elbow, TFT, 30 deg, 5.00"Stz S x 4.00"F NH S RL 1
 - Cap, TFT, 5.00" Storz w/ Lanyard 1
 - Discharge NOT Foam Capable 1
- **DISCHARGE, HOSEBED PRE-CONNECT**
 - Discharge, Preconnect, 2.50", Front of Hose Bed, RH 1
 - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
 - Discharge NOT Foam Capable
- **DISCHARGE(S), CROSSLAYS**
 - Crosslay Discharge #1- One (1) 1.75", Above Mod 1
 - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1

- Discharge Foam Capable 1
- Crosslay Discharge #2- One (1) 1.75", Above Mod 1
- Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
- Discharge Foam Capable 1
- **MASTER GAUGES**
 - Master Gauges, Pressure Governor 1
- **TANK LEVEL INDICATOR(S)**
 - Water Level Gauge, Class1 "ITL-40B", Blue, Pump Panel 1
- **PUMP ENCLOSURE**
 - Pump House, Side Mount, Ext Alum, 24.00" 1
 - Pump Panels, 14 GA, Brushed Finish, 304 SS 1
- **CROSSLAYS/ DUNNAGE AREA**
 - Crosslay Config, (2) Hosebeds, Double Stack 1
 - Crosslay Divider, 3/16" Alum, w/ Hand Holes 1
 - Vinyl Crosslay Cover, Red 1
- **PUMP PANEL/ ENCLOSURE LIGHTS**
 - Pump Panel Lt, LH Side, LED, Strip 1
 - Pump Panel Lt, RH Side, LED, Strip 1
 - Pump Compt. Lht, LED Strip 1
 - Lt, Controls, Switch on pump panel 1
- **PUMP MODULE RUNNING BOARDS 1**
 - Running Board, LH Pump Panel, Alum T/P, TM 1
 - Running Board, RH Pump Panel, Alum T/P, TM
- **PUMP PANEL LABELING**
 - Label, FAMA 22, Hose Restraint Required 1
 - Label, FAMA 18, Intake and Discharge Cap Pressure 1
 - Label, FAMA 25, Trained Personal Only 1
 - Label, Pump ID Plate, IC 1
 - Labels, Color Coded, Innovative Controls 1
- **FOAM SYSTEM 1**
 - Foam System, Hale SmartFOAM, 2.1A 1
 - Foam Level Gauge, Class A, Class1 "ITLF-40G", Green 1
- **RESCUE BODY**

- **WATER TANK 1**

- Tank, 300 Gal Water, 15 Gal Foam, Poly 1
- Label, FAMA 19, "Foam Type Mixing" 1

- **BODY 1**

- Alum, 108.00" L x 95.00" W, Body Const 1

- **LEFT SIDE COMPARTMENTS 1**

- L1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- L2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- L3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1

- **RIGHT SIDE COMPARTMENTS**

- R1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- R2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- R3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Switch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1

- **REAR BODY DESIGN- FLAT BACK 1**
 - CR1, Rr Cntr Comp't - Full Ht Roll Up 1
 - Roll-UP Door, Amdor, Satin Finish 1
 - Cmpt LED Strip Lht, Luma Bar, 13.00", Clear White, (1) Ea Cmpt 1
 - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- **HOSEBED**
 - Hose Bed, Grating, Extrd Alum 1
 - Hose Bed, Cross Divider, Fwd 22.00" 1
 - Hose Bed Dimensions: 49.75"W x 85.00"L x 15.00"T 1
 - Hose Bed, Strge Cpcty, 34.00 Cubic Feet 1
 - NO Hose Bed Storage Capacity - PTS 1
 - Hosebed, Divider, 3/16" Alum, ea 1
 - Hsbd Cvr, Vnyl, Velcro, Red 1
- **EQUIPMENT STORAGE**
 - Tray, Suction Hose, (2), LH, Above Cmpt 1
 - Hose Capacity, (2) 8' Sections 1
 - Ladder Mtg, RH, Above Cmpt, (1) PEL-12 1
- **WHEEL WELL AREA**
 - Whl Well Cmpt, (3), Sngl SCBA Tubes, Alum Dr 1
 - Whl Well Prv, LH Rear, Diesel Fuel Fluid Fill 1
- **REAR STEPS**
 - Folding Steps, (2) LH Rear, IC 3004234, w/ (1) LED Step Lt 1
 - Lt, Controls, Work/ Step Lts, Park Brake 1
- **EXTERIOR GRAB RAILS**
 - Grab Rails, (2), Rear, Vertical 1
- **COMPARTMENT PACKAGES**
 - NO FMI Compartment Packages - PTS 1
- **12V ELECTRICAL SYSTEM - FOUTS 4 - 7.000 02/14/22 1 ELECTRICAL Electrical, 12V 1**
 - NFPA Electrical System 1
- **GROUND LIGHTING**
 - Ground Lts, (4), Chassis, 4-Dr. LED 1
 - Ground Lts, (2) Forward Rr Whls, LED 1

- Ground Lts, (2) Rr Step, LED 1
- Lt Swtch , Ground Lts w/ Park Brake 1
- **DOOR OPEN / HAZARD WARNING LIGHT INDICATOR SYSTEMS**
 - Lht, Hazard, LED, Flashing, Red
- **REAR DIRECTIONALS/ DOT LIGHTS**
 - Rear Brake/Tail/Turn/Backup, Whelen M6 1
 - Tail/Brake Lts, Whelen, LED, M6, Red Lens (Pair) 1
 - Turn Signals, Whelen, LED, M6, Amber Lens (Pair) 1
 - Backup Lts, Whelen, LED, M6 (Pair) 1
 - Tail Lt Bezel, 4 Lights, Whln M6 (Pair), ABS Chrome 1
 - Fouts4 Body LED Marker Lights 1
 - Marker Lts, 0.75" LED, DOT Required 1
 - Reflectors, Red, (4), Rear Body 1
 - Lht , License Plate, LED 1
- **TRAFFIC ADVISOR**
 - Traffic Advisor, Whelen TAL85, 48.00" LED 1
- **SCENE LIGHT(S) - UPPER BODY 1**
 - Scene Lts, Whelen, Side Facing Upper Front, (2) M6ZC 1
 - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
 - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
 - Scene Lts, Whelen, Side Facing Upper Rear, (2) M6ZC 1
 - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
 - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
 - Scene Lts, Whelen, Upper Rear Body, (2) M6ZC 1
 - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
 - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
 - Left Scene Swtch, Rocker, Single Switch, Cab 1
 - Rear Scene Swtch, Rocker, Single Switch, Cab 1
 - Right Scene Swtch, Rocker, Single Switch, Cab 1
 - Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse 1
- **BACKUP CAMERA**
 - Rearview Camera, 7.00" Color Monitor
 - Monitor Location, Rear View Mirror
- **WARNING LIGHTS PACKAGE**
 - Warning light flash pattern, Default NFPA 1

- **LIGHTBAR**

- Lht Bar, Federal, 53" Vision SLR 1
- White Lights, "Blocking Right of Way" 1
- Lt Bar Swtch, Rocker, Single Switch/ Master Warn, Cab 1
- Lightbar Mount, MKEZ7 1

- **UPPER LEVEL WARNING LIGHTS 1**

- Warn Lts, Whelen, Side Facing Upper Front, (2) M6 Series LED 1
- Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
- Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
- Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
- Warn Lts, Whelen, Side Facing Upper Rr, (2) M6 Series LED 1
- Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
- Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
- Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
- Warn Lts, Whelen, Upper Rear, (2) M6 Series LED 1
- Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
- Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
- Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
- Upper Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab 1

- **LOWER LEVEL WARNING LIGHTS 1**

- Warning Lts, Whelen, Lower Warn Lt, (2) M4 Series LED 1
- Warning Lt, Driver, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
- Warning Lt, Officer, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
- Flange, Chrome, Warning Lt, Whln, M4 Series, Ea 2
- Warning Lts, Whelen, Intrsct, (2) M4 Series LED 1
- Warning Lt, Driver, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
- Warning Lt, Officer, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
- Flange, Chrome, Warning Lt, Whln, M4 Series, Ea 2
- Warning Lts, Whelen, Low Mid Body (2) M7 Series LED 1
- Warning Lt, Driver, Whelen, M7 Series, Red LED, Clear Lens, Ea 1
- Warning Lt, Officer, Whelen, M7 Series, Red LED, Clear Lens, Ea 1
- Flange, Chrome, Warning Lt, Whln, M7 Series, Ea 1
- Warning Lts, Whelen, Low Rr (2) M6 Series LED
- Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
- Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
- Bezel(s), Taillights
- Lower Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab

- **AUDIBLE WARNING**

- Siren, Whelen Howler Siren Amplifier
- Siren, Whelen, 295SLSA1, 100/200 watt
- Speaker, Whelen, 100 watt, SA315, RH Side
- Label, FAMA #42: "Siren Noise"

- **PAINT/ PREP/ STRIPE**
- **PAINT AND FINISH**
 - Cab, Standard Color
 - Anti-Corrosion Protection, ECK
 - Body Undercoating, Rescue Body
 - Compartment Interiors, Side, Zolatone
- **PAINT TWO TONE CAB**
 - Wheel Rims, As Provided with Chassis
- **LETTERING AND STRIPING**
 - Rear Chevron Striping, Red/ Florescent Yellow-Geen
 - DEALER SUPPLIED GRAPHICS PACKAGE
- **LOOSE EQUIPMENT**
- **WARRANTY REQUIREMENTS**
 - General Warranty, (1) Year
 - Body Warranty, Alum, (10) Year
 - Plumbing Warranty, Stainless Steel, (10) Year
 - Paint Warranty, (5) Year, PPG
 - Electrical Warranty, (2) Year
 - Akron Brass Warranty, (10) Year Valves, (5) Year Elec
 - Whelen Warranty, (2) Year Siren, (5) Year LED
 - Whelen Warranty, Limited Lifetime
 - Kussmaul Warranty

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. Except as otherwise provided in this RFP, all work, product(s), equipment, materials, and workmanship shall be warranted for, at a minimum, one (1) calendar year from the date of acceptance by the Town Commission of the Town of Dundee, Florida.



BID FORM

FY 2023-2024 RFP 24-05 1 – Fire Department Mini Pumper

RETURN DATE: December 27, 2023
 RETURN TO: Office of the Town Clerk
 Attn: RFP 24-05
 Town of Dundee
 P.O. Box 1000
 202 East Main Street
 Dundee, Florida 33838

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

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: _____

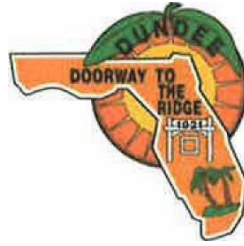
SALES TAX SAVINGS FORM

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.



RFP 24-05

FY 2023-2024 – 1 FIRE DEPARTMENT MINI PUMPER

Sealed Bids marked “SEALED BID – FY 2023-2024 – 1 FIRE DEPARTMENT MINI PUMPER” will be received by the Town Manager of the Town of Dundee, Florida, until 4:00 PM on December 27, 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) FIRE DEPARTMENT PUMP 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 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) FIRE DEPARTMENT PUMP TRUCK; and (2) the Truck must be delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this RFP 24-05 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 :

- **DIMENSIONS:**

- Overall, Height, < 96.00"
- Overall Length < 26'
- Overall Width, 96.00"
- Pump Module Width, 24.00"
- Angle of Approach, NFPA Minimum, 8 Degrees
- Angle of Departure, NFPA Minimum, 8 Degrees
- NFPA 1901 REQUIREMENTS -INITIAL ATTACK - 7.000 02/14/22

- **NFPA 1901-2016**
 - **NFPA 1901-2016 Compliance, Initial Attack**
 - Center of Gravity, Calculated
 - Road Test Certification

- **PLACARDS and LABELING**
 - Label, FAMA #7: Seated and Belted
 - Label, FAMA #10: Cab Equipment Mounting
 - Label, FAMA #15: "Helmet Worn in Cab"
 - Label, FAMA #17: "Vehicle Backing"
 - Label, Chassis Data Labels, 1901
 - Label, Overall, Height, Length, GVWR
 - Label, Warning, "No Ride Rear Step"

- **COMMERCIAL CHASSIS**
 - Ford, F-550, DRW, 4x4, 4-Dr, 203.7" WB, XL
 - Payload Plus Upgrade Package
 - Elec Shift on the Fly (ESOF)
 - Skid Plates (Extended and Crew Cab Only)
 - Engine, 6.7L Power Stroke Diesel
 - Transmission, Automatic, 10-Spd
 - Fire/Rescue Prep Pkg
 - Operator Commanded Regeneration (OCR)
 - Fuel Tank, 40 Gallon, Aft, w/ Aux fuel tap
 - Rear Axle Ratio, Limited Slip, 4.88 (6.7L)
 - Block Heater
 - PTO Provision
 - Cab, Crew, 4-Dr
 - Power Equipment Group
 - 40/20/40 Vinyl Front Bench Seat
 - 60/40 Rr Bench Seat
 - XL Value Package
 - Tires and Wheels: F450/ 550 (4x4)
 - Wheels, 19.50" Steel
 - Tires, 225/70Rx19.5G BSW
 - Ford Warranty, Superduty

- **CHASSIS PAINT COLOR 1**
 - Cab Paint, Single Color, Race Red, PQ
 - CHASSIS MODS - 7.000 02/14/22

- **CAB STEPS, RUNNING BRDS -**

- FORD OPTION: Running Boards, Crew Cab, NFPA
- **WINCHES/ BRUSH GUARDS/ REPLACEMENT BUMPERS**
 - NO Front Bumper Replacement - PTS
 - FORD OPTION: Grille Guard, w/ winch Mount
 - Winch, 12,000 lbs., Wire Rope
- **HITCHES-TIE OFFS-RECEIVERS**
 - Receiver Hitch, Rear, Class V, 2.00"
 - Trailer Hitch Power Plug, 12V, 7 Prong
- **FORD SEATING**
 - FORD/ RAM OPTION: Center Seat Removal for Console
 - Seating Capacity, Four (4)
 - FORD OPTION: SCBA Seats, Valor, Rear, (2), w/ EZ Lock SCBA Brkt
 - Label, FAMA #11: SCBA Seat Insert
 - Seat Belt Web Length, Commercial Chassis, Non-NFPA 2016 Compliant
 - Seat Belts, Supplied by Chassis Mfgr, Ford, Non-NFPA 2016
- **TIRE PRESSURE MONITORING SYSTEMS**
 - Tire Prss Monitoring Dvce, LED AirGuard, 6 Wheel
- **WHEEL TRIM and COVERS**
 - FORD OPTION: Wheel Covers, SS, 19.50"
- **EXHAUST SYSTEMS**
 - Chassis Exhaust Extension, RH Side
 - Exhaust Heat Shield, Under Body Components
 - Label, FAMA #04: "Hot Exhaust Dangers"
- **FRAME PREP and MODIFICATIONS**
 - Chassis Preparation, Commercial
 - Front Tow Hooks - Chassis Supplied
 - Not Required, Vehicle Data Recorder & Seat Belt Monitor, Ford, Non-NFPA 2017

- **CONSOLES and EQUIPMENT**
 - FORD OPTION: Center Console, Aluminum
 - Console Option, Cup Holders, (2)

- **BATTERY SYSTEMS and SHORELINE PLUG-INS**
 - Master Body Disconnect Switch
 - Indicator Light, Mst Body Disconnect, Green
 - Kussmaul, Chief 4012, 40 Amp
 - Battery Charger Location, Per Manufacturer
 - Shore Power Inlet, Kussmaul, Super Auto-Eject 20A
 - Auto-Eject Mating Plug, NEMA 5-20P
 - Chief Status Center w/ Cover, 091-55-266-YW, Yellow
 - Auto Eject Location, Per Manufacturer
 - Aux Air Cmp, Kussmaul, 12V
 - Aux Air Compressor Location, Per Manufacturer

- **BACK UP ALARM**
 - Back Up Alarm, 97db
 - 12 VOLT POWER SOURCES
 - USB Port, Kussmaul, Dual, 4.8amp total, 2.4amp each

- **PUMP AND PLUMBING - FOUTS 4 - 7.000 02/14/22**
 - Pump Package, Side mount, Fouts 4, Hale, DSD, Midship
 - Fire Pump, Hale DSD, 1 Stage, Midship
 - Pump Warranty, Hale, 5 Year (2 Year Parts & Labor, Parts Only Years 3-5)
 - Pump Manuals, Elec, (2)
 - Pump Flow Rating, Hale, DSD, 1500 GPM
 - Altitude Requirements, 0' to 2000 Feet Above Sea Level

- **MASTER INTAKE(S)**
 - Intake, 6.00", NST, Ungated, LH Side, Pump Panel
 - Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo
 - Intake, 6.00", NST, Ungated, RH Side, Pump Panel
 - Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo

- **PUMP MODS**
 - Pump Installation, Midship Split-Shaft, Ford 450/550 1

- **PUMP SHIFT, FORD, HALE, MIDSHIP**
 - Pump Shift, Hale, Air, Midship w/ Air System Install 1
 - Pump Shift Control, Elec Over Air, IC 1

- **PUMP EQUIPMENT, HALE,**
 - Valves: Akron, Gen II 1
 - Drains, 0.75" Mnl, Class1, Lift Handle 1
 - Discharge Gauges, Class1, 2.50", (0-400 psi), White Face 1
 - Gauge Bezels, Class1, Chrome 1
 - Pump Primer, Hale ESP-PVG, 12V Elec, Fluidless 1
 - Fuse, 250 amp, Primer 1
 - Anodes, (3), Alloy: 2 Suction, 1 Discharge, Hale 1
 - Thermal Relief Valve, TRV-120 1
 - Pump Cooler Valve, Hale 1

- **PRESSURE GOVERNOR**
 - Governor, Class1, Sentry 1

- **GATED INTAKE**
 - Aux Suction, 2.50", LH Side, Pump Panel 1
 - Intake Valve Control, Mnl Swing Type-Adjacent 1
 - Plug, 2.50" Chrome, NST, w/Chain

- **TANK TO PUMP VALVE**
 - Valve, Tank to Pump, 3.00", Air 1

- **TANK FILL VALVE**
 - Valve, Tank Re-Fill, 2.00" 1
 - Valve Control, Pull Rod, LH Side, Lckng, Class1, CP T-Hndl 1

- **DISCHARGE, LH PANEL**
 - Discharge, 2.50", LH Side, Pump Panel 1
 - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
 - Discharge, Elbow, 30d, 2.50" MNST, Integral, Class1 1
 - Cap, 2.50" Chrome, NST, w/ Chain 1
 - Discharge NOT Foam Capable 1

- **DISCHARGE, RH FRONT PANEL**
 - Discharge, 3.00", RH Side, Pump Panel, Front 1
 - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
 - Discharge, Elbow, 30d, 3.00" MNST, Integral, Class1 1
 - Cap, 3.00" Chrome, NST, w/ Chain 1
 - Discharge NOT Foam Capable 1

- **DISCHARGE, RH REAR PANEL**
 - Discharge, Push Pull, 3.00" x 4.00", RH Side, Pump Panel, Rr 1
 - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
 - Discharge Adapt, Straight, 3.00"-4.00" MNST, Class1 1
 - Discharge Elbow, TFT, 30 deg, 5.00"Stz S x 4.00"F NH S RL 1
 - Cap, TFT, 5.00" Storz w/ Lanyard 1
 - Discharge NOT Foam Capable 1

- **DISCHARGE, HOSEBED PRE-CONNECT**
 - Discharge, Preconnect, 2.50", Front of Hose Bed, RH 1
 - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
 - Discharge NOT Foam Capable

- **DISCHARGE(S), CROSSLAYS**
 - Crosslay Discharge #1- One (1) 1.75", Above Mod 1
 - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
 - Discharge Foam Capable 1
 - Crosslay Discharge #2- One (1) 1.75", Above Mod 1
 - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
 - Discharge Foam Capable 1

- **MASTER GAUGES**
 - Master Gauges, Pressure Governor 1

- **TANK LEVEL INDICATOR(S)**
 - Water Level Gauge, Class1 "ITL-40B", Blue, Pump Panel 1

- **PUMP ENCLOSURE**
 - Pump House, Side Mount, Ext Alum, 24.00" 1
 - Pump Panels, 14 GA, Brushed Finish, 304 SS 1

- **CROSSLAYS/ DUNNAGE AREA**
 - Crosslay Config, (2) Hosebeds, Double Stack 1
 - Crosslay Divider, 3/16" Alum, w/ Hand Holes 1
 - Vinyl Crosslay Cover, Red 1

- **PUMP PANEL/ ENCLOSURE LIGHTS**
 - Pump Panel Lt, LH Side, LED, Strip 1
 - Pump Panel Lt, RH Side, LED, Strip 1
 - Pump Compt. Lht, LED Strip 1
 - Lt, Controls, Switch on pump panel 1

- **PUMP MODULE RUNNING BOARDS 1**
 - Running Board, LH Pump Panel, Alum T/P, TM 1
 - Running Board, RH Pump Panel, Alum T/P, TM

- **PUMP PANEL LABELING**
 - Label, FAMA 22, Hose Restraint Required 1
 - Label, FAMA 18, Intake and Discharge Cap Pressure 1
 - Label, FAMA 25, Trained Personal Only 1
 - Label, Pump ID Plate, IC 1
 - Labels, Color Coded, Innovative Controls 1

- **FOAM SYSTEM 1**
 - Foam System, Hale SmartFOAM, 2.1A 1
 - Foam Level Gauge, Class A, Class1 "ITLF-40G", Green 1

- **RESCUE BODY**

- **WATER TANK 1**
 - Tank, 300 Gal Water, 15 Gal Foam, Poly 1
 - Label, FAMA 19, "Foam Type Mixing" 1

- **BODY 1**
 - Alum, 108.00" L x 95.00" W, Body Const 1

- **LEFT SIDE COMPARTMENTS 1**
 - L1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr 1
 - Roll-UP Door, Amdor, Satin Finish 1

- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- L2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- L3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1

• **RIGHT SIDE COMPARTMENTS**

- R1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- R2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- R3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Switch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1

• **REAR BODY DESIGN- FLAT BACK 1**

- CR1, Rr Cntr Comp't - Full Ht Roll Up 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 13.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1

- **HOSEBED**
 - Hose Bed, Grating, Extrd Alum 1
 - Hose Bed, Cross Divider, Fwd 22.00" 1
 - Hose Bed Dimensions: 49.75"W x 85.00"L x 15.00"T 1
 - Hose Bed, Strge Cpcty, 34.00 Cubic Feet 1
 - NO Hose Bed Storage Capacity - PTS 1
 - Hosebed, Divider, 3/16" Alum, ea 1
 - Hsbd Cvr, Vnyl, Velcro, Red 1

- **EQUIPMENT STORAGE**
 - Tray, Suction Hose, (2), LH, Above Compt 1
 - Hose Capacity, (2) 8' Sections 1
 - Ladder Mtg, RH, Above Compt, (1) PEL-12 1

- **WHEEL WELL AREA**
 - Whl Well Cmpt, (3), Sngl SCBA Tubes, Alum Dr 1
 - Whl Well Prv, LH Rear, Diesel Fuel Fluid Fill 1

- **REAR STEPS**
 - Folding Steps, (2) LH Rear, IC 3004234, w/ (1) LED Step Lt 1
 - Lt, Controls, Work/ Step Lts, Park Brake 1

- **EXTERIOR GRAB RAILS**
 - Grab Rails, (2), Rear, Vertical 1

- **COMPARTMENT PACKAGES**
 - NO FMI Compartment Packages - PTS 1

- **12V ELECTRICAL SYSTEM - FOUTS 4 - 7.000 02/14/22 1 ELECTRICAL Electrical, 12V 1**
 - NFPA Electrical System 1

- **GROUND LIGHTING**
 - Ground Lts, (4), Chassis, 4-Dr. LED 1
 - Ground Lts, (2) Forward Rr Whls, LED 1
 - Ground Lts, (2) Rr Step, LED 1
 - Lt Swtch , Ground Lts w/ Park Brake 1

- **DOOR OPEN / HAZARD WARNING LIGHT INDICATOR SYSTEMS**
 - Lht, Hazard, LED, Flashing, Red
- **REAR DIRECTIONALS/ DOT LIGHTS**
 - Rear Brake/Tail/Turn/Backup, Whelen M6 1
 - Tail/Brake Lts, Whelen, LED, M6, Red Lens (Pair) 1
 - Turn Signals, Whelen, LED, M6, Amber Lens (Pair) 1
 - Backup Lts, Whelen, LED, M6 (Pair) 1
 - Tail Lt Bezel, 4 Lights, Whln M6 (Pair), ABS Chrome 1
 - Fouts4 Body LED Marker Lights 1
 - Marker Lts, 0.75" LED, DOT Required 1
 - Reflectors, Red, (4), Rear Body 1
 - Lht , License Plate, LED 1
- **TRAFFIC ADVISOR**
 - Traffic Advisor, Whelen TAL85, 48.00" LED 1
- **SCENE LIGHT(S) - UPPER BODY 1**
 - Scene Lts, Whelen, Side Facing Upper Front, (2) M6ZC 1
 - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
 - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
 - Scene Lts, Whelen, Side Facing Upper Rear, (2) M6ZC 1
 - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
 - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
 - Scene Lts, Whelen, Upper Rear Body, (2) M6ZC 1
 - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
 - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
 - Left Scene Swtch, Rocker, Single Switch, Cab 1
 - Rear Scene Swtch, Rocker, Single Switch, Cab 1
 - Right Scene Swtch, Rocker, Single Switch, Cab 1
 - Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse 1
- **BACKUP CAMERA**
 - Rearview Camera, 7.00" Color Monitor
 - Monitor Location, Rear View Mirror

- **WARNING LIGHTS PACKAGE**
 - Warning light flash pattern, Default NFPA 1
- **LIGHTBAR**
 - Lht Bar, Federal, 53" Vision SLR 1
 - White Lights, "Blocking Right of Way" 1
 - Lt Bar Swtch, Rocker, Single Switch/ Master Warn, Cab 1
 - Lightbar Mount, MKEZ7 1
- **UPPER LEVEL WARNING LIGHTS 1**
 - Warn Lts, Whelen, Side Facing Upper Front, (2) M6 Series LED 1
 - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
 - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
 - Warn Lts, Whelen, Side Facing Upper Rr, (2) M6 Series LED 1
 - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
 - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
 - Warn Lts, Whelen, Upper Rear, (2) M6 Series LED 1
 - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
 - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
 - Upper Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab 1
- **LOWER LEVEL WARNING LIGHTS 1**
 - Warning Lts, Whelen, Lower Warn Lt, (2) M4 Series LED 1
 - Warning Lt, Driver, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
 - Warning Lt, Officer, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M4 Series, Ea 2
 - Warning Lts, Whelen, Intrsct, (2) M4 Series LED 1
 - Warning Lt, Driver, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
 - Warning Lt, Officer, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M4 Series, Ea 2
 - Warning Lts, Whelen, Low Mid Body (2) M7 Series LED 1
 - Warning Lt, Driver, Whelen, M7 Series, Red LED, Clear Lens, Ea 1
 - Warning Lt, Officer, Whelen, M7 Series, Red LED, Clear Lens, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M7 Series, Ea 1
 - Warning Lts, Whelen, Low Rr (2) M6 Series LED
 - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
 - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
 - Bezel(s), Taillights
 - Lower Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab

- **AUDIBLE WARNING**
 - Siren, Whelen Howler Siren Amplifier
 - Siren, Whelen, 295SLSA1, 100/200 watt
 - Speaker, Whelen, 100 watt, SA315, RH Side
 - Label, FAMA #42: "Siren Noise"
- **PAINT/ PREP/ STRIPE**
- **PAINT AND FINISH**
 - Cab, Standard Color
 - Anti-Corrosion Protection, ECK
 - Body Undercoating, Rescue Body
 - Compartment Interiors, Side, Zolatone
- **PAINT TWO TONE CAB**
 - Wheel Rims, As Provided with Chassis
- **LETTERING AND STRIPING**
 - Rear Chevron Striping, Red/ Florescent Yellow-Geen
 - DEALER SUPPLIED GRAPHICS PACKAGE
- **LOOSE EQUIPMENT**
- **WARRANTY REQUIREMENTS**
 - General Warranty, (1) Year
 - Body Warranty, Alum, (10) Year
 - Plumbing Warranty, Stainless Steel, (10) Year
 - Paint Warranty, (5) Year, PPG
 - Electrical Warranty, (2) Year
 - Akron Brass Warranty, (10) Year Valves, (5) Year Elec
 - Whelen Warranty, (2) Year Siren, (5) Year LED
 - Whelen Warranty, Limited Lifetime
 - Kussmaul Warranty

On Thursday, December 28, 2023 at 10:00 AM, at Town Hall, 202 East Main Street, Dundee, Florida 33838, bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

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

Questions may be submitted to the Town Clerk until 3:30pm on December 20, 2023. For more information regarding this **RFP 24-05**, please contact **Trevor Douthat, (863) 438-8330** or by e-mail at tdouthat@townofdundee.com.

Public Records - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2019). As such, do not submit any document(s) that you do not want to be made public. Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Trevor Douthat, Town Clerk, Town of Dundee, Florida, and marked RFP 24-05: FY 2024-2025 – 1 FIRE DEPARTMENT MINI PUMPER.

The Town of Dundee welcomes your response to this **RFP 24-05**. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this **RFP 24-05** at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this **RFP 24-05**. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all proposals received pursuant to this RFP 24-05, re-advertise RFP 24-05, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

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

1) GENERAL CONDITIONS AND STATE LAW COMPLIANCE:

I. General Conditions:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this **Request For Proposal FY 2023-2024 – 1 FIRE DEPARTMENT MINI PUMPER No. 24-05** (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 24-05 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 24-05 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 24-05 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) calendars day period has expired.

The formal written protest shall contain the following:

- i) Town bid number and/or title (if applicable);
- ii) Name and/or address of the Town department, division or agency affected;
- iii) The name and address of the affected party;
- iv) The title and position of the person submitting the protest;
- v) A statement of disputed issues of material fact;
- vi) If there are no disputed material facts, the written letter must so indicate;
- vii) Concise statement of the facts alleged;
- viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
- ix) Statement identifying with specificity the relief which an entitlement is alleged; and
- x) Such other information as the affected party deems to be material to the issue.

- f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

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

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

The agenda for the bid protest meeting will be:

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

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 1 –FIRE DEPARTMENT MINI PUMPER”

The Town of Dundee (the “Town”) is seeking proposals on and/or for one (1) FIRE DEPARTMENT PUMP 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 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) FIRE DEPARTMENT PUMP TRUCK; and (2) the Truck must be delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this **RFP 24-05** 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 :

- **DIMENSIONS:**

- Overall, Height, < 96.00"
- Overall Length < 26'
- Overall Width, 96.00"
- Pump Module Width, 24.00"
- Angle of Approach, NFPA Minimum, 8 Degrees
- Angle of Departure, NFPA Minimum, 8 Degrees
- NFPA 1901 REQUIREMENTS -INITIAL ATTACK - 7.000 02/14/22

- **NFPA 1901-2016**

- **NFPA 1901-2016 Compliance, Initial Attack**
- Center of Gravity, Calculated
- Road Test Certification

- **PLACARDS and LABELING**
 - Label, FAMA #7: Seated and Belted
 - Label, FAMA #10: Cab Equipment Mounting
 - Label, FAMA #15: "Helmet Worn in Cab"
 - Label, FAMA #17: "Vehicle Backing"
 - Label, Chassis Data Labels, 1901
 - Label, Overall, Height, Length, GVWR
 - Label, Warning, "No Ride Rear Step"

- **COMMERCIAL CHASSIS**
 - Ford, F-550, DRW, 4x4, 4-Dr, 203.7" WB, XL
 - Payload Plus Upgrade Package
 - Elec Shift on the Fly (ESOF)
 - Skid Plates (Extended and Crew Cab Only)
 - Engine, 6.7L Power Stroke Diesel
 - Transmission, Automatic, 10-Spd
 - Fire/Rescue Prep Pkg
 - Operator Commanded Regeneration (OCR)
 - Fuel Tank, 40 Gallon, Aft, w/ Aux fuel tap
 - Rear Axle Ratio, Limited Slip, 4.88 (6.7L)
 - Block Heater
 - PTO Provision
 - Cab, Crew, 4-Dr
 - Power Equipment Group
 - 40/20/40 Vinyl Front Bench Seat
 - 60/40 Rr Bench Seat
 - XL Value Package
 - Tires and Wheels: F450/ 550 (4x4)
 - Wheels, 19.50" Steel
 - Tires, 225/70Rx19.5G BSW
 - Ford Warranty, Superduty

- **CHASSIS PAINT COLOR 1**
 - Cab Paint, Single Color, Race Red, PQ
 - CHASSIS MODS - 7.000 02/14/22

- **CAB STEPS, RUNNING BRDS -**
 - FORD OPTION: Running Boards, Crew Cab, NFPA

- **WINCHES/ BRUSH GUARDS/ REPLACEMENT BUMPERS**
 - NO Front Bumper Replacement - PTS
 - FORD OPTION: Grille Guard, w/ winch Mount
 - Winch, 12,000 lbs., Wire Rope

- **HITCHES-TIE OFFS-RECEIVERS**
 - Receiver Hitch, Rear, Class V, 2.00"
 - Trailer Hitch Power Plug, 12V, 7 Prong

- **FORD SEATING**
 - FORD/ RAM OPTION: Center Seat Removal for Console
 - Seating Capacity, Four (4)
 - FORD OPTION: SCBA Seats, Valor, Rear, (2), w/ EZ Lock SCBA Brkt
 - Label, FAMA #11: SCBA Seat Insert
 - Seat Belt Web Length, Commercial Chassis, Non-NFPA 2016 Compliant
 - Seat Belts, Supplied by Chassis Mfgr, Ford, Non-NFPA 2016

- **TIRE PRESSURE MONITORING SYSTEMS**
 - Tire Prss Monitoring Dvce, LED AirGuard, 6 Wheel

- **WHEEL TRIM and COVERS**
 - FORD OPTION: Wheel Covers, SS, 19.50"

- **EXHAUST SYSTEMS**
 - Chassis Exhaust Extension, RH Side
 - Exhaust Heat Shield, Under Body Components
 - Label, FAMA #04: "Hot Exhaust Dangers"

- **FRAME PREP and MODIFICATIONS**
 - Chassis Preparation, Commercial
 - Front Tow Hooks - Chassis Supplied
 - Not Required, Vehicle Data Recorder & Seat Belt Monitor, Ford, Non-NFPA 2017

- **CONSOLES and EQUIPMENT**
 - FORD OPTION: Center Console, Aluminum
 - Console Option, Cup Holders, (2)

- **BATTERY SYSTEMS and SHORELINE PLUG-INS**
 - Master Body Disconnect Switch
 - Indicator Light, Mst Body Disconnect, Green
 - Kussmaul, Chief 4012, 40 Amp
 - Battery Charger Location, Per Manufacturer
 - Shore Power Inlet, Kussmaul, Super Auto-Eject 20A
 - Auto-Eject Mating Plug, NEMA 5-20P
 - Chief Status Center w/ Cover, 091-55-266-YW, Yellow
 - Auto Eject Location, Per Manufacturer
 - Aux Air Cmp, Kussmaul, 12V

- Aux Air Compressor Location, Per Manufacturer
- **BACK UP ALARM**
 - Back Up Alarm, 97db
 - 12 VOLT POWER SOURCES
 - USB Port, Kussmaul, Dual, 4.8amp total, 2.4amp each
- **PUMP AND PLUMBING - FOUTS 4 - 7.000 02/14/22**
 - Pump Package, Side mount, Fouts 4, Hale, DSD, Midship
 - Fire Pump, Hale DSD, 1 Stage, Midship
 - Pump Warranty, Hale, 5 Year (2 Year Parts & Labor, Parts Only Years 3-5)
 - Pump Manuals, Elec, (2)
 - Pump Flow Rating, Hale, DSD, 1500 GPM
 - Altitude Requirements, 0' to 2000 Feet Above Sea Level
- **MASTER INTAKE(S)**
 - Intake, 6.00", NST, Ungated, LH Side, Pump Panel
 - Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo
 - Intake, 6.00", NST, Ungated, RH Side, Pump Panel
 - Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo
- **PUMP MODS**
 - Pump Installation, Midship Split-Shaft, Ford 450/550 1
- **PUMP SHIFT, FORD, HALE, MIDSHIP**
 - Pump Shift, Hale, Air, Midship w/ Air System Install 1
 - Pump Shift Control, Elec Over Air, IC 1
- **PUMP EQUIPMENT, HALE,**
 - Valves: Akron, Gen II 1
 - Drains, 0.75" Mnl, Class1, Lift Handle 1
 - Discharge Gauges, Class1, 2.50", (0-400 psi), White Face 1
 - Gauge Bezels, Class1, Chrome 1
 - Pump Primer, Hale ESP-PVG, 12V Elec, Fluidless 1
 - Fuse, 250 amp, Primer 1
 - Anodes, (3), Alloy: 2 Suction, 1 Discharge, Hale 1
 - Thermal Relief Valve, TRV-120 1
 - Pump Cooler Valve, Hale 1
- **PRESSURE GOVERNOR**
 - Governor, Class1, Sentry 1

- **GATED INTAKE**

- Aux Suction, 2.50", LH Side, Pump Panel 1
- Intake Valve Control, Mnl Swing Type-Adjacent 1
- Plug, 2.50" Chrome, NST, w/Chain

- **TANK TO PUMP VALVE**

- Valve, Tank to Pump, 3.00", Air 1

- **TANK FILL VALVE**

- Valve, Tank Re-Fill, 2.00" 1
- Valve Control, Pull Rod, LH Side, Lckng, Class1, CP T-Hndl 1

- **DISCHARGE, LH PANEL**

- Discharge, 2.50", LH Side, Pump Panel 1
- Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
- Discharge, Elbow, 30d, 2.50" MNST, Integral, Class1 1
- Cap, 2.50" Chrome, NST, w/ Chain 1
- Discharge NOT Foam Capable 1

- **DISCHARGE, RH FRONT PANEL**

- Discharge, 3.00", RH Side, Pump Panel, Front 1
- Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
- Discharge, Elbow, 30d, 3.00" MNST, Integral, Class1 1
- Cap, 3.00" Chrome, NST, w/ Chain 1
- Discharge NOT Foam Capable 1

- **DISCHARGE, RH REAR PANEL**

- Discharge, Push Pull, 3.00" x 4.00", RH Side, Pump Panel, Rr 1
- Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
- Discharge Adapt, Straight, 3.00"-4.00" MNST, Class1 1
- Discharge Elbow, TFT, 30 deg, 5.00"Stz S x 4.00"F NH S RL 1
- Cap, TFT, 5.00" Storz w/ Lanyard 1
- Discharge NOT Foam Capable 1

- **DISCHARGE, HOSEBED PRE-CONNECT**

- Discharge, Preconnect, 2.50", Front of Hose Bed, RH 1
- Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
- Discharge NOT Foam Capable

- **DISCHARGE(S), CROSSLAYS**

- Crosslay Discharge #1- One (1) 1.75", Above Mod 1
- Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1

- Discharge Foam Capable 1
- Crosslay Discharge #2- One (1) 1.75", Above Mod 1
- Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
- Discharge Foam Capable 1
- **MASTER GAUGES**
 - Master Gauges, Pressure Governor 1
- **TANK LEVEL INDICATOR(S)**
 - Water Level Gauge, Class1 "ITL-40B", Blue, Pump Panel 1
- **PUMP ENCLOSURE**
 - Pump House, Side Mount, Ext Alum, 24.00" 1
 - Pump Panels, 14 GA, Brushed Finish, 304 SS 1
- **CROSSLAYS/ DUNNAGE AREA**
 - Crosslay Config, (2) Hosebeds, Double Stack 1
 - Crosslay Divider, 3/16" Alum, w/ Hand Holes 1
 - Vinyl Crosslay Cover, Red 1
- **PUMP PANEL/ ENCLOSURE LIGHTS**
 - Pump Panel Lt, LH Side, LED, Strip 1
 - Pump Panel Lt, RH Side, LED, Strip 1
 - Pump Compt. Lht, LED Strip 1
 - Lt, Controls, Switch on pump panel 1
- **PUMP MODULE RUNNING BOARDS 1**
 - Running Board, LH Pump Panel, Alum T/P, TM 1
 - Running Board, RH Pump Panel, Alum T/P, TM
- **PUMP PANEL LABELING**
 - Label, FAMA 22, Hose Restraint Required 1
 - Label, FAMA 18, Intake and Discharge Cap Pressure 1
 - Label, FAMA 25, Trained Personal Only 1
 - Label, Pump ID Plate, IC 1
 - Labels, Color Coded, Innovative Controls 1
- **FOAM SYSTEM 1**
 - Foam System, Hale SmartFOAM, 2.1A 1
 - Foam Level Gauge, Class A, Class1 "ITLF-40G", Green 1
- **RESCUE BODY**

- **WATER TANK 1**

- Tank, 300 Gal Water, 15 Gal Foam, Poly 1
- Label, FAMA 19, "Foam Type Mixing" 1

- **BODY 1**

- Alum, 108.00" L x 95.00" W, Body Const 1

- **LEFT SIDE COMPARTMENTS 1**

- L1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- L2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- L3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1

- **RIGHT SIDE COMPARTMENTS**

- R1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- R2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- R3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Switch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1

- **REAR BODY DESIGN- FLAT BACK 1**
 - CR1, Rr Cntr Comp't - Full Ht Roll Up 1
 - Roll-UP Door, Amdor, Satin Finish 1
 - Cmpt LED Strip Lht, Luma Bar, 13.00", Clear White, (1) Ea Cmpt 1
 - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- **HOSEBED**
 - Hose Bed, Grating, Extrd Alum 1
 - Hose Bed, Cross Divider, Fwd 22.00" 1
 - Hose Bed Dimensions: 49.75"W x 85.00"L x 15.00"T 1
 - Hose Bed, Strge Cpcty, 34.00 Cubic Feet 1
 - NO Hose Bed Storage Capacity - PTS 1
 - Hosebed, Divider, 3/16" Alum, ea 1
 - Hsbd Cvr, Vnyl, Velcro, Red 1
- **EQUIPMENT STORAGE**
 - Tray, Suction Hose, (2), LH, Above Cmpt 1
 - Hose Capacity, (2) 8' Sections 1
 - Ladder Mtg, RH, Above Cmpt, (1) PEL-12 1
- **WHEEL WELL AREA**
 - Whl Well Cmpt, (3), Sngl SCBA Tubes, Alum Dr 1
 - Whl Well Prv, LH Rear, Diesel Fuel Fluid Fill 1
- **REAR STEPS**
 - Folding Steps, (2) LH Rear, IC 3004234, w/ (1) LED Step Lt 1
 - Lt, Controls, Work/ Step Lts, Park Brake 1
- **EXTERIOR GRAB RAILS**
 - Grab Rails, (2), Rear, Vertical 1
- **COMPARTMENT PACKAGES**
 - NO FMI Compartment Packages - PTS 1
- **12V ELECTRICAL SYSTEM - FOUTS 4 - 7.000 02/14/22 1 ELECTRICAL Electrical, 12V 1**
 - NFPA Electrical System 1
- **GROUND LIGHTING**
 - Ground Lts, (4), Chassis, 4-Dr. LED 1
 - Ground Lts, (2) Forward Rr Whls, LED 1

- Ground Lts, (2) Rr Step, LED 1
- Lt Swtch , Ground Lts w/ Park Brake 1
- **DOOR OPEN / HAZARD WARNING LIGHT INDICATOR SYSTEMS**
 - Lht, Hazard, LED, Flashing, Red
- **REAR DIRECTIONALS/ DOT LIGHTS**
 - Rear Brake/Tail/Turn/Backup, Whelen M6 1
 - Tail/Brake Lts, Whelen, LED, M6, Red Lens (Pair) 1
 - Turn Signals, Whelen, LED, M6, Amber Lens (Pair) 1
 - Backup Lts, Whelen, LED, M6 (Pair) 1
 - Tail Lt Bezel, 4 Lights, Whln M6 (Pair), ABS Chrome 1
 - Fouts4 Body LED Marker Lights 1
 - Marker Lts, 0.75" LED, DOT Required 1
 - Reflectors, Red, (4), Rear Body 1
 - Lht , License Plate, LED 1
- **TRAFFIC ADVISOR**
 - Traffic Advisor, Whelen TAL85, 48.00" LED 1
- **SCENE LIGHT(S) - UPPER BODY 1**
 - Scene Lts, Whelen, Side Facing Upper Front, (2) M6ZC 1
 - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
 - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
 - Scene Lts, Whelen, Side Facing Upper Rear, (2) M6ZC 1
 - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
 - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
 - Scene Lts, Whelen, Upper Rear Body, (2) M6ZC 1
 - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
 - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
 - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
 - Left Scene Swtch, Rocker, Single Switch, Cab 1
 - Rear Scene Swtch, Rocker, Single Switch, Cab 1
 - Right Scene Swtch, Rocker, Single Switch, Cab 1
 - Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse 1
- **BACKUP CAMERA**
 - Rearview Camera, 7.00" Color Monitor
 - Monitor Location, Rear View Mirror
- **WARNING LIGHTS PACKAGE**
 - Warning light flash pattern, Default NFPA 1

- **LIGHTBAR**

- Lht Bar, Federal, 53" Vision SLR 1
- White Lights, "Blocking Right of Way" 1
- Lt Bar Swtch, Rocker, Single Switch/ Master Warn, Cab 1
- Lightbar Mount, MKEZ7 1

- **UPPER LEVEL WARNING LIGHTS 1**

- Warn Lts, Whelen, Side Facing Upper Front, (2) M6 Series LED 1
- Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
- Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
- Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
- Warn Lts, Whelen, Side Facing Upper Rr, (2) M6 Series LED 1
- Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
- Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
- Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
- Warn Lts, Whelen, Upper Rear, (2) M6 Series LED 1
- Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
- Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
- Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
- Upper Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab 1

- **LOWER LEVEL WARNING LIGHTS 1**

- Warning Lts, Whelen, Lower Warn Lt, (2) M4 Series LED 1
- Warning Lt, Driver, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
- Warning Lt, Officer, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
- Flange, Chrome, Warning Lt, Whln, M4 Series, Ea 2
- Warning Lts, Whelen, Intrsct, (2) M4 Series LED 1
- Warning Lt, Driver, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
- Warning Lt, Officer, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
- Flange, Chrome, Warning Lt, Whln, M4 Series, Ea 2
- Warning Lts, Whelen, Low Mid Body (2) M7 Series LED 1
- Warning Lt, Driver, Whelen, M7 Series, Red LED, Clear Lens, Ea 1
- Warning Lt, Officer, Whelen, M7 Series, Red LED, Clear Lens, Ea 1
- Flange, Chrome, Warning Lt, Whln, M7 Series, Ea 1
- Warning Lts, Whelen, Low Rr (2) M6 Series LED
- Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
- Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
- Bezel(s), Taillights
- Lower Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab

- **AUDIBLE WARNING**

- Siren, Whelen Howler Siren Amplifier
- Siren, Whelen, 295SLSA1, 100/200 watt
- Speaker, Whelen, 100 watt, SA315, RH Side
- Label, FAMA #42: "Siren Noise"

- **PAINT/ PREP/ STRIPE**
- **PAINT AND FINISH**
 - Cab, Standard Color
 - Anti-Corrosion Protection, ECK
 - Body Undercoating, Rescue Body
 - Compartment Interiors, Side, Zolatone
- **PAINT TWO TONE CAB**
 - Wheel Rims, As Provided with Chassis
- **LETTERING AND STRIPING**
 - Rear Chevron Striping, Red/ Florescent Yellow-Geen
 - DEALER SUPPLIED GRAPHICS PACKAGE
- **LOOSE EQUIPMENT**
- **WARRANTY REQUIREMENTS**
 - General Warranty, (1) Year
 - Body Warranty, Alum, (10) Year
 - Plumbing Warranty, Stainless Steel, (10) Year
 - Paint Warranty, (5) Year, PPG
 - Electrical Warranty, (2) Year
 - Akron Brass Warranty, (10) Year Valves, (5) Year Elec
 - Whelen Warranty, (2) Year Siren, (5) Year LED
 - Whelen Warranty, Limited Lifetime
 - Kussmaul Warranty

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. Except as otherwise provided in this RFP, all work, product(s), equipment, materials, and workmanship shall be warranted for, at a minimum, one (1) calendar year from the date of acceptance by the Town Commission of the Town of Dundee, Florida.



BID FORM

FY 2023-2024 RFP 24-05 1 – Fire Department Mini Pumper

RETURN DATE: December 27, 2023
 RETURN TO: Office of the Town Clerk
 Attn: RFP 24-05
 Town of Dundee
 P.O. Box 1000
 202 East Main Street
 Dundee, Florida 33838

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

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

December 12, 2023 at 6:30 PM

AGENDA ITEM TITLE: DISCUSSION & ACTION, ZAMBELLI CENTENNIAL CONTRACT

SUBJECT: The Town Commission will consider approval of the Zambelli Fireworks Contract for the Town’s Centennial Celebration.

STAFF ANALYSIS: The Town utilizes Zambelli Fireworks each year for our Fourth of July fireworks display and would like approval for a Centennial display for our celebration on January 1, 2024. Their contract price is \$7500 for this special event.

FISCAL IMPACT: \$7,500.00

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: Zambelli Centennial Contract

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of

this 5th day of December, 2023, by and between:

Zambelli Fireworks Manufacturing Co. of Warrendale, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

Town of Dundee (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: January 1, 2024

Postponement Date: _____

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of \$ 7,500 (hereinafter referred to as the "Purchase Price"), Fifty percent (50%) of which is due upon signing this contract and the balance of which is due three (3) days prior to display date. Display to be paid in full prior to display date.
All credit card payments will be subject to a 3.9% surcharge. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 8 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. This Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 8 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
- (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
 - (b) Zambelli will secure all Fireworks permits necessary for the Display as required, including but not limited to police, local, and state permits, and arrange for any security bonds or insurance as required by law. In addition, Zambelli will notify and obtain permission from the FAA to display fireworks. Client will assist Zambelli when appropriate in completing permit applications. Client shall be responsible for any Special Event permits required by City. It is the responsibility of the Client to contact the City's Special Events Department regarding their event.
 - (c) **If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.**
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police and monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
- The parties, intending to be legally bound, mutually agree as follows:
7. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 11 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.
8. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
- (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) days prior the Display to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.

- (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) If Client cancels on the day of the display, Client agrees to pay Zambelli a cancellation fee equal to eighty percent (80%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (f) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
9. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.
 10. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
 11. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
 12. This contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Florida and the Federal District Court for the Southern District of Florida to decide all disputes regarding this Contract.
 13. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
 14. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
 15. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
 16. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
 17. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

- 18. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
- 19. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to PO Box 1000, Dundee, FL 33838
- 20. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 21. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY _____

BY _____

PRINT Tandra Davis

PRINT _____

DATE _____

DATE _____

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.
1060 Holland Drive, Suite J
Boca Raton, FL 33487
561-395-0955 FAX 561-395-1799

Zambelli

FIREWORKS

Item 19.

Communication Sheet

Communications Sheet must be completed in its entirety each year.

Our insurance carrier requires a newly completed form each year.

A Zambelli Fireworks representative will use this sheet to contact you.

Customer Information		Show Information	
Customer Name	_____	Show Date	_____
Address	_____	Rain Date	_____
City, State, Zip	_____	Time of Show	_____
E-Mail	_____	Duration of Show	_____
Firing Site Location		Storage Site Location	
Description	_____	Description	_____
Site contact Name	_____	Site Contact Name	_____
Phone Number	_____	Phone Number	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Main Contact		A/P Billing Contact	
Name	_____	Name	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Home Phone Number	_____	Home Phone Number	_____
Fax Number	_____	Fax Number	_____
Office Number (& ext.)	_____	Office Number (& ext.)	_____
Cell Number	_____	Cell Number	_____
E-Mail	_____	E-Mail	_____
Alternate Contact		Show Day Contact	
Name	_____	Name	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Home Phone Number	_____	Home Phone Number	_____
Fax Number	_____	Fax Number	_____
Office Number (& ext.)	_____	Office Number (& ext.)	_____
Cell Number	_____	Cell Number	_____
E-Mail	_____	E-Mail	_____

SAFE SHOWS ARE A RESULT OF PROPER PLANNING!

1060 Holland Drive – Suite J
 Boca Raton, FL 33487
 (561) 395-0955
 www.zambellifireworks.com

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Required Insurance Requisition Form

Customer Name _____

Address _____

City _____ State _____ Zip _____

Display Date _____ Rain Date _____

Location of Display _____

City _____ State _____ Zip _____

Name all Additional Insured

Name & Address of Display Site Property Owner

Certificate to be issued to:

Address _____

City _____ State _____ Zip _____

Title _____ Phone _____

*** This form must be returned with your signed contract for the insurance certificate to be processed. Our insurance company requires that we have this form in addition to the signed contract prior to the certificate being issued.**

1060 Holland Drive – Suite J
Boca Raton, FL 33487
(561) 395-0955
www.zambellifireworks.com



TOWN COMMISSION MEETING

December 12, 2023 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, TEMPORARY ROAD CLOSURES FOR THE CENTENNIAL KICK OFF CELEBRATION
SUBJECT:	The Town Commission will consider temporary road closures for the Centennial Celebration at Lake Marie Blvd (in front of the Community Center) and 8th Street to include the left turn lane onto Lake Marie Blvd from eastbound Dundee Road.
STAFF ANALYSIS:	<p>Town Staff will close Lake Marie Blvd. (in front of Dundee Community Center) and 8th Street on January 1, 2024, from 2:00 PM-9:00 PM.</p> <p>If granted, the Sheriff's Office and Dundee Fire Department will be advised of the temporary closing.</p>
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Location Map for Centennial Celebration

