



TOWN COMMISSION MEETING AGENDA

May 13, 2025 at 6:00 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)

SWEARING IN OF NEW COMMISSIONERS

REORGANIZATION OF THE TOWN COMMISSION

1. COMMISSION REORGANIZATION

A. Selection of Vice Mayor

B. Commission appointments to various boards F/Y 2025-2026

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MAY 13, 2025

A. A. MINUTES

1. April 22, 2025, Town Commission Meeting

B. B. AGREEMENTS

1. C & W Equipment Repair & Maintenance
2. Carter Kay Engineering Task Order #1

APPROVAL OF AGENDA

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

1. PROCLAMATIONS:

A. MILITARY APPRECIATION MONTH

B. DRINKING WATER WEEK

PRESENTATIONS:

A. CITRUS CONNECTION

INTERMISSION - BREAK

NEW BUSINESS

- 2. DISCUSSION & ACTION, RESOLUTION 25-11 TINDEL CAMP RD RIGHT-OF-WAY**
- 3. DISCUSSION & ACTION, RESOLUTION 25-12 LAKE MABEL LOOP RIGHT-OF-WAY**
- 4. DISCUSSION & ACTION, RESOLUTION 25-13 CANAL ROAD RIGHT-OF-WAY**
- 5. DISCUSSION & ACTION, RESOLUTION 25-14 CYPRESS CREEK VILLAGE PHASE 5, SITE PLAN DEVELOPMENT**
- 6. DISCUSSION & ACTION, RESOLUTION 25-15 EMERGENCY A/C PURCHASE**
- 7. DISCUSSION & ACTION, CALDWELL RIDGE HARDSHIP APPLICATION**

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney
Department Updates
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

May 13, 2025, at 6:30 PM

AGENDA ITEM TITLE:	SELECTION OF VICE MAYOR OF THE TOWN COMMISSION
SUBJECT:	The Town Commission will consider the appointment of their elected membership to serve in the role of Vice Mayor for the 2025-2026 legislative year.
STAFF ANALYSIS:	<p>At the first regular Town Commission meeting in May, the Town Commission selects a Vice Mayor to serve an annual term. According to Section 3.05 of the Charter, the Vice Mayor shall act as Mayor during the absence or disability of the Mayor.</p> <p>Commissioner Bertram Goddard served as Vice Mayor from May 2024 to May 2025. His dedicated service will be recognized for serving in this capacity.</p> <p>Previous Vice Mayors include:</p> <ul style="list-style-type: none">Commissioner Bert Goddard, 2024 – 2025Commissioner Steve Glenn, 2023-2024Commissioner Mary Richardson 2022-2023Commissioner Willie Quarles, 2021-2022
FISCAL IMPACT:	N/A
STAFF RECOMMENDATION:	N/A
ATTACHMENTS:	N/A



TOWN COMMISSION MEETING

May 13, 2025 at 6:30 PM

AGENDA ITEM TITLE:	COMMISSIONER APPOINTMENTS TO VARIOUS COMMITTEES
SUBJECT	The Town Commission will consider appointments to several committees and inter-governmental committees.
STAFF ANALYSIS:	The legislative assignments are considered annually. The following chart indicates the available committees.
FISCAL IMPACT:	N/A
STAFF RECOMMENDATION:	At the will of the Commission
ATTACHMENTS:	Commissioner Appointment to Committees Chart

Town of Dundee

Commissioner Appointments to Committees:

<u>Committee</u>	<u>Appointed Representative</u>	<u>Occurrence</u>
Camp Endeavor Liaison	Vice Mayor Goddard	Monthly
Dundee Elementary Academy - School Advisory Council (SAC)	Commissioner Pugh	Monthly (school year)
Dundee Ridge Middle School - School Advisory Council (SAC)	Commissioner Pugh	Quarterly
Polk County Transportation Planning Organization (TPO)	Commissioner Quarles	Bi-Monthly
Polk Transit Board of Directors	Commissioner Quarles	Varies
Ridge League of Cities Board of Directors	Mayor Pennant	Monthly
Ridge Scenic Highway Committee	Commissioner Quarles	Quarterly
US 27 East Ridge Advocacy Group	Mayor Pennant	Monthly
Polk County Water Co-Op Board of Directors	Vice Mayor Goddard	Monthly
Town of Dundee Library Liaison	Commissioner Richardson	Varies
Polk County Citizen Relation Advisory Committee	Mayor Pennant	Varies



TOWN COMMISSION MEETING MINUTES

April 22, 2025, at 6:30 PM

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

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

CALL TO ORDER at 6:30 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION led by Mayor Pennant

RECOGNITION OF SERGEANT AT ARMS – Sgt. Tony Frese

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

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Commissioner Richardson

Commissioner Pugh

Commissioner Quarles

Vice-Mayor Goddard

Mayor Pennant

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

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

LETTER OF CIVILITY presented

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR APRIL 22, 2025

The minutes being reviewed include minutes from the following meetings:

Item A. Minutes for April 08, 2025

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

Commissioner Quarles moved to approve the minutes from the April 08, 2025, meeting on the consent agenda, seconded by Vice Mayor Goddard.

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

The motion passed unanimously.

Item B. Planning and Zoning Board Appointments

1. Michelle Thompson
2. Julia Hunt

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

A motion was made to approve the Planning and Zoning Board applications by Vice Mayor Goddard, seconded by Commissioner Richardson.

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

The motion passed unanimously.

APPROVAL OF AGENDA

The following changes were made to the agenda:

- Agenda item #3 – Polk County Building Services Contract

(An additional item #7 (Attorney-Client Session) was added to the meeting agenda)

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

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

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

The motion passed unanimously.

PROCLAMATIONS, RECOGNITIONS, AND DESIGNATIONS

1. ARBOR DAY PROCLAMATION

Vice Mayor Goddard motioned to approve the Arbor Day Proclamation, seconded by Commissioner Quarles

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

Mayor Pennant read the Arbor Day Proclamation into the record.

NEW BUSINESS

2. DISCUSSION & ACTION, RFP 25-01 AUDITOR SELECTION

Interim Town Manager Carbone read the analysis into the record.

The Town of Dundee received four proposals for RFP 25-01 for the Auditor Selection. The companies were selected on the basis of experience and qualifications, knowledge of auditing requirements, quality and clarity of the audit approach, added services, and pricing. The companies that submitted bids were CLA, James Moore, Reliance CPA, and Rivero Gordimer & Company.

The Auditor Selection Committee evaluated all bids before recommending the most responsive bidder based on the timeline to complete the audit process. The recommended Agency is:

1. Rivero, Gordimer & Company with a cost of \$142,000 over three (3) fiscal years

Discussion ensued regarding the scoring process. Commissioner Richardson asked that the tally sheet be updated. Attorney Claytor read the resolution into the record. Assistant Town Manager Peterson presented the resolution.

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

A motion to approve Rivero, Gordimer, & Company as the Auditor for the Town of Dundee was made by Vice Mayor Goddard and seconded by Commissioner Quarles.

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

The motion passed unanimously.

3. DISCUSSION & ACTION, POLK COUNTY BUILDING OFFICIAL CONTRACT

Interim Town Manager Carbone read the analysis into the record.

Both the Town of Dundee and Polk County have the power to inspect buildings, structures, and facilities to protect public health, safety, and welfare and to enforce the Florida Building Code. Therefore, the Town of Dundee has contracted with the county to provide “Building Official Services” until such time as needed.

Attorney Claytor provided additional information concerning the contract.

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

Commissioner Pugh inquired about the cost of contracting with Polk County, as opposed to bringing in someone new. Additionally, she asked about the timeliness of their work.

A motion to approve the Polk County Building Official Contract with conditions, authorizing the Interim Town Manager to make any necessary amendments, was made by Commissioner Quarles and seconded by Vice Mayor Goddard.

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

The motion passed unanimously.

4. DISCUSSION & ACTION, RECYCLING PROGRAM AND SOLID WASTE CHANGES

Interim Town Manager Carbone read the analysis into the record with a recommendation to terminate recycling services.

Staff has recognized the need to revisit the recycling program costs in the Town of Dundee. While examining the expenses incurred by the town due to violations caused by incorrect materials in the carts, we have found that we average two loads per week to the recycling station. When a load is rejected, it incurs an additional cost of \$200.00 per load, plus the expense of dumping it on the station's floor, which amounts to \$ 150.00 per load, resulting in an average total of \$350.00. This represents a significant increase from our typical landfill costs, which range from \$150.00 to \$200.00 per load without any rejections. Staff is seeking direction from the commission. If the commission prefers to cancel and not increase the recycling rates, staff requests setting a date to discontinue the recycling program, allowing residents to keep their current recycling carts until they break. Once a cart breaks, it will be collected by staff, and if residents wish to obtain a second cart, they will need to pay a \$7 fee that will be added to their water account for billing.

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

Michelle Thompson spoke about families with two bins currently, would still have the same amount of waste and would require two cans after recycling is eliminated.

Commissioner Pugh asked for clarification on the fees for additional cans.

A motion to approve the termination of the recycling program starting July 1st, 2025, was made by Commissioner Richardson and seconded by Vice Mayor Goddard.

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

The motion passed unanimously.

5. DISCUSSION & ACTION, JUNTEENTH PARADE AND GALA CHANGES

Interim Town Manager Carbone read the analysis into the record.

The Town wishes to forgo the Juneteenth parade and only proceed forward with the Gala.

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

Commissioner Pugh spoke about the conflict of the parade with other neighboring cities providing the same.

Mayor Pennant clarified that the Town would only move forward with the Juneteenth Gala.

Commissioner Richardson informed the Commission that the Town of Lake Hamilton has invited any commissioners who would like to participate in their Juneteenth parade may do so on June 21st, 2025.

A motion to suspend the Juneteenth Parade and proceed with the Juneteenth Gala was made by Commissioner Quarles and seconded by Commissioner Richardson.

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

The motion passed unanimously.

6. DISCUSSION, DUNDEE REVITALIZATION AND SUPPORTIVE HOUSING PROGRAM, PAINT IT FORWARD

Commissioner Pugh provided the analysis and gave background on the program.

The “Paint It Forward” program provides one-time payment assistance for exterior painting improvements to homestead, residential properties located within the incorporated town limits of Dundee, Florida. This is to encourage reinvestment in the residential structures of the community. The program provides services for painting and improving the facades and exteriors of homes. There will be certain requirements homeowners will have to meet.

A discussion amongst the commission concerning sponsorship, involvement of the Town Commission, concepts of the program, and CRA (Community Redevelopment Agency) development was held.

No official action was taken by the commission.

7. DISCUSSION & ACTION, ATTORNEY-CLIENT SESSION

(This item was added to the agenda during the commission meeting.)

Attorney Seth Claytor requested an attorney–client session (shade meeting) to take place on April 29, 2025, at 4:00 p.m. and requested the whole of the commission be in attendance with the Interim Town Manager. Notice of the meeting will be provided to the public, and a court reporter will be in attendance for transcription services.

Commissioner Pugh motioned to approve the special litigation meeting and attendance of the commission on Tuesday, April 29, 2025, at 4:00 p.m., and seconded by Commissioner Quarles

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

The motion passed unanimously.

REPORTS FROM OFFICERS

Polk County Sheriff’s Office – No report

Commissioner Richardson spoke about the disturbances on MLK. She said there can be a lengthy wait for a response from authorities. Sergeant Frese said the Polk County Sheriff’s Office provides service by priority and that the town’s response time was minimal.

Discussion surrounded the School Zone speed enforcement, and staff would be ready to meet at the location on Main St. between the feed store and the bakery.

Dundee Fire Department – There have been 392 calls for the year thus far. In the last thirty days, there were 91 Calls, 6 Fires, 6 False alarms, 26 good intents, 3 service calls, 1 hazardous condition, and 49 rescue calls.

The town is currently piggybacking on the County’s Burn-Ban.

Town Attorney – No report

Department Updates - No report

TownManager

Interim Town Manager Carbone discussed commission meetings being accessible, possibly via Facebook Live, with a camera mounted to broadcast commission meetings as suggestions.

Commissioners

Commissioner Richardson inquired about the status of the Town Manager search and the start date of the new Finance Director. She spoke about a noise ordinance and dirt bikes and requested the Town Attorney to adopt something similar to the county's noise ordinance.

Ms. Annette Wilson (Commissioner-elect) stated that the majority of the disturbances are caused by persons who don't live in the town but are here visiting. She said we want Dundee to be peaceful and hopefully something could be done to enforce the town's processes.

Commissioner Pugh stated she has enjoyed her time on the dais and is looking forward to working with Commissioner Wilson and the town moving forward.

Commissioner Richardson said has enjoyed working with Commissioner Pugh.

Vice Mayor Goddard thanked staff and Sergeant Frese.

Mayor Pennant said he hoped everyone enjoyed the egg hunt and thanked everyone for coming out.

ADJOURNMENT at 8:38 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

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C & W Equipment Repair and
Maintenance, Inc.

P.O. Box 463
Haines City, Fl. 33845
863-585-7755-Phone
863-207-4563-Accounting
Email: info@cwerm.com

Item B.

Proposal

Date

4/23/2025

Name / Address			
TOWN OF DUNDEE P.O. BOX 1000 DUNDEE, FL. 33838			
<i>This proposal is good for 15 days, thank you for the opportunity to submit this proposal</i>			
Rep	Project		
DEC	RALEY GROVE LIFT STATION		
Description	Qty	Rate	Total
1- 75HP, 460V, 3 PHASE PUMP, 5477500M4-4, 12" DIA IMPELLER, S/N# S89547		44,800.00	44,800.00
NOTE 10-12 WEEKS OUT AFTER ORDERING			
Proposal approved by:			
Name: _____			
Signature: _____			
Material prices may increase depending on the amount of time it takes for proposal to be approved. Currently we are having to check material prices every 3 days due to continued increases.		Total \$44,800.00	
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed inly upon written or verbal orders, and will become an extra charge over and above the estimate. All agreements contingent upon stikes, accidents or delays beyond our control.			

April 23, 2025

Mr. Johnathon Vice
Public Works Director
Town of Dundee
202 East Main Street
Dundee, Florida 33838

RE: STORMWATER MASTER PLAN SERVICES FOR THE TOWN OF DUNDEE

Dear Mr. Vice:

Carter and Kaye Engineering, LLC ("CarterKaye") is pleased to provide this Task Order to the Town of Dundee to perform preliminary civil engineering review services in support of future stormwater master planning and infrastructure development. This initial effort is intended to better understand what data the Town has available, including any existing survey information and GIS-based infrastructure records. This phase will include, but not be limited to, gathering available data, identifying potential gaps, and developing a clearer picture of the Town's baseline drainage conditions to inform both immediate and long-term stormwater needs. This data collection assumes that CarterKaye will be assisting the Town with the development of a future Stormwater Master Plan.

The work will be conceptual and exploratory in nature, serving as an initial step toward identifying needs and shaping the eventual development of a town-wide stormwater master plan. The outcome of this phase will help guide future evaluations, targeted data collection, and capital improvement planning.

This is a Task Order to the existing November 12, 2024, Master Continuing Professional Consulting Agreement between the Town of Dundee (Town or Client) and Carter and Kaye Engineering, LLC (CarterKaye or Engineer) for professional services. Except as provided for herein, the provisions of the Master Agreement between the Town and CarterKaye shall apply to this Task Order.

Scope of Services

Task A – Initial Stormwater Master Plan Development Services

CarterKaye will provide preliminary civil engineering stormwater management system support to assist the Town in understanding existing stormwater-related conditions and available information. This phase will be limited to coordination, discussion, and initial review only.

1. CarterKaye will conduct in-person meetings or teleconferences with Town staff to review existing conditions, known drainage issues, and general objectives for stormwater planning.
2. We will assist in compiling and reviewing any available infrastructure records, GIS data, stormwater maps, reports, or drainage studies provided by the Town or other local agencies.
3. During this phase, we will facilitate discussions with the Town to help define preliminary goals for stormwater management, data needs, and long-term planning priorities.

4. CarterKaye will provide conceptual-level input during discussions to help the Town understand possible next steps, technical considerations, and recommended future evaluations.

Scope of Services Fee and Billing

CarterKaye will complete the professional services in the Scope of Services for the following fixed fee of \$5,500.

Any services performed by CarterKaye for this Project which are not specifically included in the above Scope of Services are considered Additional Services and will be billed in addition to the above-stated fixed fee in accordance with our Rates Schedule and Direct Expenses/Reimbursable Costs. Examples of items not included:

1. Engineering deliverables, calculations, or drawings
2. Preparation of a formal Stormwater Master Plan
3. Hydrologic or hydraulic modeling
4. Engineering design of stormwater infrastructure or construction plans
5. Permitting services, e.g. NPDES, SWFWMD, FDEP
6. Surveying, topographic mapping, or field verification
7. Stormwater treatment design or detention/retention basin sizing
8. Cost estimating or opinion of probable cost
9. Floodplain analysis or FEMA coordination
10. Public outreach or participation in public meetings
11. Construction documents, bid packages, or specifications
12. Other services not specifically described in the Scope of Services

Terms and Conditions

This Task Order is subject to the terms and conditions of the November 12, 2024 Master Continuing Professional Consulting Agreement between the Town of Dundee and Carter and Kaye Engineering, LLC. As an authorization for us to begin work, please return an executed copy of this proposal. We sincerely appreciate the opportunity to assist you.

Sincerely,

Carter and Kaye Engineering, LLC



Kriss Y. Kaye, P.E., Managing Member

ACCEPTED BY:

Town of Dundee

Johnathon Vice, Public Works Director

PROCLAMATION

Item 1.



WHEREAS, for generations, the freedom and security enjoyed by the citizens of the United States are direct results of the continued vigilance and service of the United States Armed Forces over the history of our great nation; and

WHEREAS, the sacrifices of those who served, those currently serving, and the family members that support them, have preserved the liberties that have enriched our great nation making it unique in the world community; and

WHEREAS, in 2004, the United States Congress passed a resolution proclaiming May as National Military Appreciation Month, encouraging all citizens to honor current and former members of the U.S. Armed Forces and their families, including those who made the ultimate sacrifice; and

WHEREAS, the month of May was selected for this display of patriotism because during this month we celebrate Victory in Europe (VE) Day, Military Spouse Day, Loyalty Day, Armed Forces Day, National Day of Prayer, and Memorial Day; and

WHEREAS, during Military Appreciation Month, we are reminded of the important role the United States Armed Forces have played in the history and development of our country and state, and our responsibility as Americans to support and honor the selfless service of our military families; and

NOW, THEREFORE, I, Sam Pennant, Mayor of the Town of Dundee, do hereby proclaim the month of May 2025 as

Military Appreciation Month

in which the Town of Dundee recognizes our Dundee service members and veterans and remembers with deep gratitude the men and women who have given their lives in defense of our freedoms.

IN WITNESS WHEREOF, I have hereunto set my hand caused the seal of the Town of Dundee, Florida to be affixed this 13th day of May 2025.

TOWN OF DUNDEE, FLORIDA

Sam Pennant, Mayor

Attest:

Erica Anderson, Town Clerk

PROCLAMATION



WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and

WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it;

NOW, THEREFORE, the Town Commission of the Town of Dundee, Florida does hereby proclaim the week of May 4th through May 10th, 2025 as

DRINKING WATER WEEK

PASSED AND DULY ADOPTED in regular session this 13th day of May 2025.

TOWN OF DUNDEE, FLORIDA

ATTEST:

Samuel E. Pennant, Mayor

Erica Anderson, Town Clerk



TOWN COMMISSION MEETING

May 13, 2025, at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, RESOLUTION 25-11 TINDEL CAMP RD
SUBJECT:	The Town Commission will consider the road transfer between Polk County and the Town of Dundee.
STAFF ANALYSIS:	<p>The Town has requested, and Polk County has agreed to transfer a portion of Tindel Camp Road from Lake Mabel Loop Road west to State Road 17 (US 27A/Scenic Highway), to accommodate the transfer of maintenance and operational responsibilities to the Town of Dundee, FL. Chapter 335 of the Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities.</p> <p>.</p>
FISCAL IMPACT:	The Town of Dundee and Polk County acknowledge and agree that the cost value for the road is equal to \$582,168.53
STAFF RECOMMENDATION:	At the will of the Commission
ATTACHMENTS:	Tindel Camp Road Resolution 25-11 Exhibit A Attachment A County Deed

SPACE FOR RECORDING**RESOLUTION NO. 25-11**

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 _____, 2025, 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*, 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 May 13, 2025, at a duly noticed public meeting, the Town Commission of the Town of Dundee, approved the Agreement (see **Composite Exhibit "A"**) 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 _____, 2025, 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

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 _____, 2025, 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 _____, 2025, 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 and recorded County Deed, the Town Clerk is authorized and directed to record this Resolution 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. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, phrase of this Resolution, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

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 13th day of May, 2025.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

**Composite Exhibit “A”
Resolution No. 25-11**

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF DUNDEE, FLORIDA

and

POLK COUNTY, FLORIDA

**FOR A PORTION OF TINDEL CAMP ROAD FROM LAKE MABLE LOOP ROAD WEST
TO STATE ROAD 17 (US 27A/SCENIC HIGHWAY), 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, Tindel Camp Road, a Rural Minor Collector 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 transfer a portion of Tindel Camp Road from Lake Mabel Loop Road west to State Road 17 (US 27A/Scenic Highway), (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

WHEREAS, TOWN and POLK acknowledge and agree that POLK assigned a cost value for the ROAD; and

WHEREAS, TOWN and POLK acknowledge and agree that, the cost value for the ROAD is equal to \$582,168.53; 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:

Portion of Tindel Camp Road from Lake Mabel Loop Road west to State Road 17 (US 27A/Scenic Highway).

Including, but not limited to those parts of the rights-of-ways for Tindel Camp Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 1, Pages 85 through 87 and any Rights-of-Way dedicated by recorded Plats and any Deeded Right-of-Way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Sections 2 and 11, Township 29 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. Upon execution of this agreement 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 application 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 ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD 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 affect 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 Town of Dundee has made and executed this Agreement on the date shown below, through its Town Commissioners, signing by and through its Mayor, as authorized to execute the same by Town Commission action on the _____ day of _____, 2025.

ATTEST:

TOWN OF DUNDEE

By: _____
Erica Anderson, Town Clerk

By: _____
Sam Pennant, Mayor

This ____ day of _____, 2025

Reviewed as to form and legality

Frederick J. Murphy, Jr., Town Attorney Date

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IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2025.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

T.R. Wilson, Chairman

This ____ day of _____, 2025

Reviewed as to form and legality

County Attorney's Office

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Attachment "A"

Sections 02 & 11, Township 29 South, Range 27 East

This instrument prepared under
 The direction of:
 R. Wade Allen, Director
 Polk County Real Estate Services
 P. O. Box 9005, Drawer RE 01
 Bartow, Florida 33831-9005
 By: Heather Fuentes
 Road Transfer: Portion of Tindel Camp Road

COUNTY DEED

THIS DEED, made this _____ day of _____, 2025 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:

Portion of Tindel Camp Road from Lake Mabel Loop Road west to State Road 17 (US 27A/Scenic Highway).

Including, but not limited to those parts of the rights-of-ways for Tindel Camp Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 1, Pages 85 through 87 and any Rights-of-Way dedicated by recorded Plats and any Deeded Right-of-Way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Sections 2 and 11, Township 29 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 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: _____
 Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

(Seal)



TOWN COMMISSION MEETING

May 13, 2025, at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, LAKE MABEL LOOP RIGHT-OF-WAY
SUBJECT:	The Town Commission will consider the road transfer between Polk County and the Town of Dundee.
STAFF ANALYSIS:	The Town has requested, and Polk County has agreed to transfer a portion of Lake Mabel Loop Road from H.L. Smith Road east to the Northeast corner of Section 35 and then southerly to Tindel Camp Road in order to accommodate the transfer of maintenance and operational responsibilities to the Town of Dundee, FL. Chapter 335 of the Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities.
FISCAL IMPACT:	The Town of Dundee and Polk County acknowledge and agree that the cost value for the road is equal to \$1,306,908.94
STAFF RECOMMENDATION:	At the will of the Commission
ATTACHMENTS:	Lake Mabel Resolution 25-12 Exhibit A Attachment A County Deed

SPACE FOR RECORDING**RESOLUTION NO. 25-12**

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 _____, 2025, 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*, 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 May 13, 2025, at a duly noticed public meeting, the Town Commission of the Town of Dundee, approved the Agreement (see **Composite Exhibit "A"**) 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 _____, 2025, 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

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 _____, 2025, 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 _____, 2025, 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 and recorded County Deed, the Town Clerk is authorized and directed to record this Resolution 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. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, phrase of this Resolution, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

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 13th day of May, 2025.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

**Composite Exhibit “A”
Resolution No. 25-12**

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF DUNDEE, FLORIDA

and

POLK COUNTY, FLORIDA

**FOR A PORTION OF LAKE MABEL LOOP ROAD FROM H. L. SMITH ROAD EAST TO
THE NORTHEAST CORNER OF SECTION 35 AND THEN SOUTHERLY TO TINDEL
CAMP 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, Lake Mabel Loop Road, a Rural Minor Collector 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 transfer a portion of Lake Mabel Loop Road from H.L. Smith Road, east to the Northeast Corner of Section 35 and then southerly to Tindel Camp Road, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

WHEREAS, TOWN and POLK acknowledge and agree that POLK assigned a cost value for the ROAD; and

WHEREAS, TOWN and POLK acknowledge and agree that, the cost value for the ROAD is equal to \$1,306,908.94; 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:

Portions of Lake Mabel Loop Road from H.L. Smith Road east to the N.E. Corner of Section 35, Township 28 South, Range 27 East; and from said point south to Tindel Camp Road.

Including, but not limited to those parts of the rights-of-ways for Lake Mabel Loop Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 6, Pages 396 through 399 and Map Book 11, Pages 144 through 155 and any Rights-of-Way dedicated by recorded Plats and any Deeded Right-of-Way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Sections 26, 35, and 36, Township 28 South, Range 27 East, and Sections 1 and 2, Township 29 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. Upon execution of this agreement 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 application 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 ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD 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 affect 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 Town of Dundee has made and executed this Agreement on the date shown below, through its Town Commissioners, signing by and through its Mayor, as authorized to execute the same by Town Commission action on the _____ day of _____, 2025.

ATTEST:

TOWN OF DUNDEE

By: _____
Erica Anderson, Town Clerk

By: _____
Sam Pennant, Mayor

This ____ day of _____, 2025

Reviewed as to form and legality

Frederick J. Murphy, Jr., Town Attorney Date

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IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2025.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

T.R. Wilson, Chairman

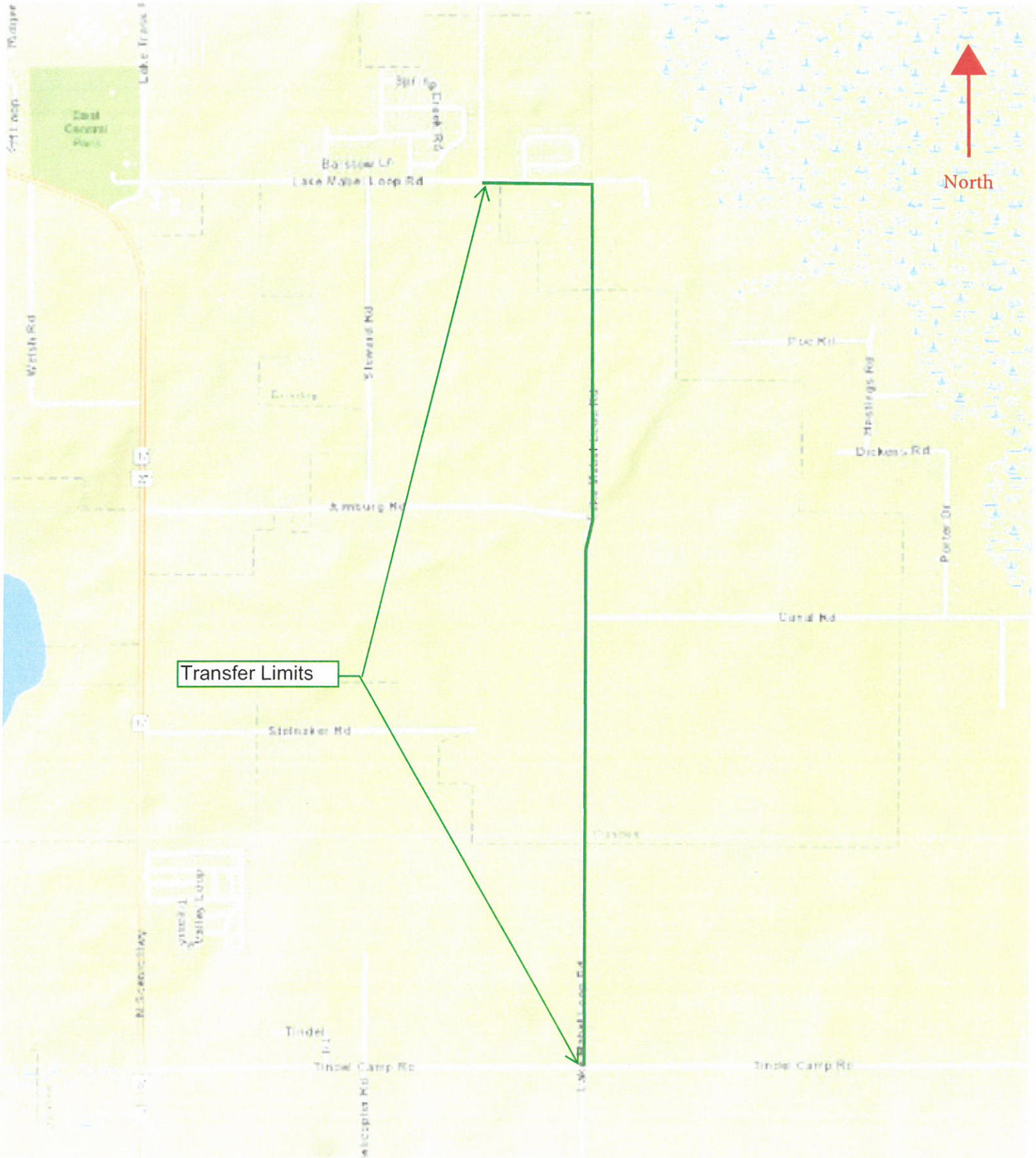
This ____ day of _____, 2025

Reviewed as to form and legality

County Attorney's Office

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Attachment "A"



Sections 26, 35 & 36, Township 28 South, Range 27 East
and Sections 1 & 2, Township 29 South, Range 27 East

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Heather Fuentes
Road Transfer: Portions of Lake Mabel Loop Road

Item 3.

COUNTY DEED

THIS DEED, made this _____ day of _____, 2025 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:

Portions of Lake Mabel Loop Road from H.L. Smith Road east to the N.E. Corner of Section 35, Township 28 South, Range 27 East; and from said point south to Tindel Camp Road.

Including, but not limited to those parts of the rights-of-ways for Lake Mabel Loop Road that lies within the above-described corridor, as depicted, or described in the following documents: **Maintained Right-of-Way** as recorded in Map Book 6, Pages 396 through 399 and Map Book 11, Pages 144 through 155 and any Rights-of-Way dedicated by recorded Plats and any Deeded Right-of-Way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Sections 26, 35 and 36, Township 28 South, Range 27 East, and Sections 1 and 2, Township 29 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 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: _____
Deputy Clerk

By: _____
T.R. Wilson, Chair
Board of County Commissioners

(Seal)



TOWN COMMISSION MEETING

May 13, 2025, at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, CANAL ROAD RIGHT-OF-WAY
SUBJECT:	The Town Commission will consider the road transfer between Polk County and the Town of Dundee.
STAFF ANALYSIS:	The Town has requested, and Polk County has agreed to transfer a portion of Canal Road from Lake Mabel Loop Road east to Porter Road to accommodate the transfer of maintenance and operational responsibilities to the Town of Dundee, FL. Chapter 335 of the Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities.
FISCAL IMPACT:	The Town of Dundee and Polk County acknowledge that the cost value for the road is equal to \$445,537.14
STAFF RECOMMENDATION:	At the will of the Commission
ATTACHMENTS:	Canal Road Resolution 25-13 Exhibit A Attachment A County Deed

SPACE FOR RECORDING**RESOLUTION NO. 25-13**

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 _____, 2025, 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*, 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 May 13, 2025, at a duly noticed public meeting, the Town Commission of the Town of Dundee, approved the Agreement (see **Composite Exhibit "A"**) 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 _____, 2025, 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

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 _____, 2025, 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 _____, 2025, 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 and recorded County Deed, the Town Clerk is authorized and directed to record this Resolution 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. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, phrase of this Resolution, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

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 13th day of May, 2025.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

**Composite Exhibit “A”
Resolution No. 25-13**

AGREEMENT FOR TRANSFER OF PUBLIC ROADS**between****THE TOWN OF DUNDEE, FLORIDA****and****POLK COUNTY, FLORIDA****FOR A PORTION OF CANAL ROAD FROM LAKE MABEL LOOP ROAD EAST TO
PORTER 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, a portion of Canal Road, a Rural Minor Collector 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 transfer a portion of Canal Road from Lake Mabel Loop Road east to Porter Road (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

WHEREAS, TOWN and POLK acknowledge and agree that POLK assigned a cost value for the ROAD; and

WHEREAS, TOWN and POLK acknowledge and agree that, the cost value for the ROAD is equal to \$445,537.14; 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:

Portion of Canal Road from Lake Mabel Loop Road east to Porter Road.

Including, but not limited to those parts of the rights-of-ways for Canal Road that lies within the above-described corridor, as depicted, or described in the following document: Maintained Right-of-Way as recorded in Map Book 2, Pages 4 through 9, recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Section 36, Township 28 South, Range 27 East, and Section 01, Township 29 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. Upon execution of this agreement 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 application 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 ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD 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 affect 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 Town of Dundee has made and executed this Agreement on the date shown below, through its Town Commissioners, signing by and through its Mayor, as authorized to execute the same by Town Commission action on the _____ day of _____, 2025.

ATTEST:

TOWN OF DUNDEE

By: _____
Erica Anderson, Town Clerk

By: _____
Sam Pennant, Mayor

This ____ day of _____, 2025

Reviewed as to form and legality

Frederick J. Murphy, Jr., Town Attorney Date

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2025.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

T.R. Wilson, Chairman

This ____ day of _____, 2025

Reviewed as to form and legality

County Attorney's Office

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Attachment "A"

Section 36, Township 28 South, Range 27 East and
Section 01, Township 29 South, Range 27 East

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Heather Fuentes
Road Transfer: Portion of Canal Road

COUNTY DEED

THIS DEED, made this _____ day of _____, 2025 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:

Portion of Canal Road from Lake Mabel Loop Road east to Porter Road.

Including, but not limited to those parts of the rights-of-ways for Canal Road that lies within the above-described corridor, as depicted, or described in the following document: **Maintained Right-of-Way as recorded in Map Book 2, Pages 4 through 9, recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.**

All lying and being in Section 36, Township 28 South, Range 27 East, and Section 01, Township 29 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 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: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

(Seal)



TOWN COMMISSION MEETING

May 13, 2025 at 6:30 PM

AGENDA ITEM TITLE:	Discussion & Action, Resolution 25-14 Cypress Creek Village Phase V MHP Site Development Plan
SUBJECT:	The Town Commission will consider approval of the Cypress Creek Village Phase V MHP Site Development Plan.
STAFF ANALYSIS:	A Site Development Plan request by Hunter Engineering, Inc. has been submitted for approval by the Town Commission. The proposed site is located on 35.09 +/- acres of land, west of Highway 27, north of Dundee Road, in the Town of Dundee in Section 20, Township 28, Range 27, further described as parcel 27-28-20-000000-044020.
FISCAL IMPACT:	No Fiscal Impact
STAFF RECOMMENDATION:	Staff recommends approval.
ATTACHMENTS:	Resolution 25-14, Exhibits A-D, Staff Report, Site Plan, Maps, and The City of Winter Haven Interlocal Agreement

RESOLUTION NO. 25-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CYPRESS CREEK VILLAGE PHASE V SITE DEVELOPMENT PLAN WITH CERTAIN CONDITIONS ON AND/OR FOR REAL PROPERTY TOTALING APPROXIMATELY 35.09 +/- ACRES AND FURTHER IDENTIFIED AS POLK COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 272820-000000-044020; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR THE INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Baxter Groves (the "Owner"), a Florida general partnership, is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number 272820-000000-044020 (the "Property"); and

WHEREAS, Owner was conveyed fee simple ownership of and/or for the Property by virtue of that certain Warranty Deed dated February 19, 1992, and recorded in Official Records Book 3068, Page 0278, Public Records of Polk County, Florida (the "Deed"); and

WHEREAS, copies of the Deed, Polk County Property Appraiser Parcel Details for the Property, and Polk County Property Appraiser Aerial Depiction of the Property are attached hereto as **Composite Exhibit “A”** and made a part hereof by reference; and

WHEREAS, the Property (see **Composite Exhibit “A”**) has a Town of Dundee zoning designation of *Mobile Home Park (RMH2)*; and

WHEREAS, on August 12, 2024, pursuant to *Section 163.01, Florida Statutes (2024)*, the *Florida Interlocal Cooperation Act*, the Town Commission of the Town of Dundee (the “Town Commission”), at a duly noticed public meeting, approved that certain *Interlocal Agreement For Potable Water and Wastewater Utility Services* (the “Interlocal Agreement”) with the City of Winter Haven to provide potable water, wastewater, and reclaimed utility services to and/or for the *Cypress Creek Village Phase V*; and

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

WHEREAS, pursuant to applicable Florida law, the Interlocal Agreement (see **Exhibit “B”**) is a *development order* and/or *development permit*; and

WHEREAS, pursuant to applicable Florida law, the term(s) *development order* and *development permit* have the same meaning as set forth in §163.3164, *Florida Statutes (2024)*. See also *Preserve Palm Beach Political Action Committee v. Town of Palm Beach*, 50 So. 3d 1176, 1179 (Fla. 5th DCA 2010) (reasoning that an agreement defined as a contract between local government and developer providing vested rights applicable to property in exchange for public benefit meets definition for development order); and

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

WHEREAS, WHEREAS, pursuant to the Interlocal Agreement (see **Exhibit “B”**) and the terms and conditions of the and Moratorium, the *Cypress Creek Village Phase V Mobile Home Park* (the “Development”) was specifically exempt from the Moratorium; and

WHEREAS, on August 13, 2024, pursuant to *Section 7.02.00 of the Town of Dundee Land Development Code* (the “LDC”), the Owner submitted a *Town of Dundee Site Development Plan Application* (the “Application”) for approval of the plans set entitled *Cypress Creek Village Phase V Mobile Home Park Expansion* (the “Cypress MHP Site Development Plan”); and

WHEREAS, a copy of the Cypress MHP Site Development Plan is attached hereto as **Exhibit “C”** and made a part hereof by reference; and

WHEREAS, pursuant to *Section 7.02.04 of the LDC*, the Development Director may determine that a *site development plan* is inappropriate for administrative approval; and, in such cases, the Town Commission will review and evaluate the *site development plan* with specific regard to the *Town of Dundee 2030 Comprehensive Plan*, applicable Town code(s), and the *advisory recommendations of Town staff*, if any, and approve, approve with conditions, or deny the *site development plan*; and

WHEREAS, pursuant to *Section 7.02.01 of the LDC*, the *site development plan* procedures and requirements ensure that site-specific developments meet the requirements of the LDC prior to the issuance of building permits; and

WHEREAS, pursuant to *Section 7.02.01 of the LDC*, the *site development plan* is the instrument by which improvements to the site will be constructed and inspected and by which *certificate(s) of occupancy* are issued for the Development; and

WHEREAS, pursuant to *Section 7.02.08(A) of the LDC*, the Development is a *development built in phases*; and

WHEREAS, Section 7.02.11 of the LDC sets forth the content requirements for reviewing and evaluating a *site development plan*; and

WHEREAS, pursuant to the applicable provisions of the LDC and Code of Ordinances of the Town of Dundee, Town staff and consultants have reviewed and evaluated the Cypress MHP Site Development Plan (see **Exhibit “C”**); and, pursuant to such review and evaluation, Town staff and consultants do not have any advisory recommendations related to the Cypress MHP Site Development Plan; and

WHEREAS, the comments and/or advisory recommendation(s) of Town staff and consultants are attached hereto as **Composite Exhibit “D”** and made a part hereof by reference; and

WHEREAS, the Town of Dundee, Florida, has complied with all requirements and procedures in processing and adopting this **Resolution No. 25-14**; and

WHEREAS, Owner requests that the Town Commission *conditionally approve* the Cypress MHP Site Development Plan (see **Composite Exhibit “D”**) for the Development subject to the terms and conditions set forth by this **Resolution No. 25-14**; and

WHEREAS, the Town Commission finds that the approval of this **Resolution No. 25-14** preserves, enhances, and encourages the most appropriate use of land consistent

with applicable Florida law, the public interest, and the *Town of Dundee 2030 Comprehensive Plan* policies, goals, and objectives; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval of this **Resolution No. 25-14** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and this **Resolution No. 25-14** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the passage of this **Resolution No. 25-14**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the passage of this **Resolution No. 25-14**. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this **Resolution No. 25-14**.

Section 2. Conditional Approval.

Baxter Groves (hereafter referred to as the "Applicant" and/or "Owner"), a Florida general partnership, is the fee simple owner of the real property which is identified by the Polk County Property Appraiser as Parcel Identification Number 272820-000000-044020 (hereafter the "Property").

The Owner of the Property (see **Composite Exhibit "A"**) submitted that certain *Town of Dundee Site Development Plan Application* (the "Application") for approval of the plans set entitled *Cypress Creek Village Phase V Mobile Home Park Expansion* (hereafter the "Cypress MHP Site Development Plan") (see **Exhibit "C"**).

The Town Commission of the Town of Dundee (hereafter the "Town Commission") having reviewed the Cypress MHP Site Development Plan (see **Exhibit "C"**) and having been otherwise fully advised in the premises by Town staff and consultants (see **Composite Exhibit "D"**) hereby conditionally approves the Cypress MHP Site Development Plan, as follows:

1. The Development shall strictly adhere to and comply with the conditions, covenants, terms, and requirements set forth in that certain *Interlocal Agreement For Potable Water and Wastewater Utility Services* (the "Interlocal Agreement") (see **Exhibit "B"**).

2. Pursuant to *Section 7.02.00 the LDC*, under no circumstances shall the Development be approved and/or create an inconsistency with any term contained in the LDC and/or the *Code of Ordinances of the Town of Dundee* (hereafter collectively referred to as the “Town Code”) unless authorized and approved ***in strict accordance*** with applicable provision(s) of the Town Code ; and, for purposes of this condition, Section 7.02.00 of the LDC provides, in pertinent part, that Town staff is without authority to waive applicable provision(s) of the Town Code.

(Hereafter referred to as the “Cypress MHP Site Plan Conditions”).

Section 3. Authorization.

The Town Manager, or his/her designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 25-14** which includes, but shall not be limited to, directing and authorizing a certified copy of this **Resolution No. 25-14** to be recorded in the public records of Polk County, Florida.

Section 4. Conflicts.

All resolutions in conflict with this **Resolution No. 25-14** are repealed to the extent necessary to give this **Resolution No. 25-14** full force and effect.

Section 5. Severability.

The provisions of this **Resolution No. 25-14** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-14**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 25-14**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 25-14** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 25-14** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-14** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-14**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-14**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-14** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 25-14** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 7. Recordation.

The Town Clerk shall be responsible for recording this **Resolution No. 25-14**, as adopted, with the Clerk of the Circuit Court in and for the Tenth Judicial Circuit of Polk County, Florida, for inclusion in the public records of Polk County, Florida.

Section 8. Effective Date.

This **Resolution No. 25-14** shall take effect immediately upon passage.

[Remainder of page intentionally blank]

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 13th day of May, 2025.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

EXHIBIT A

Item 5.

PLK OFF. REC. PAGE

0068 0278

WARRANTY DEED

THIS WARRANTY DEED is made this 19th day of February, 1992, by DANA F. BAXTER (the "Grantor"), to BAXTER GROVES, a Florida general partnership, the address of which is P. O. Box 1879, Winter Haven, Florida 33882 (the "Grantee").

Grantor, in consideration of TEN DOLLARS (\$10.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, grants and conveys to Grantee that real property located in Polk County, Florida, more particularly described as follows:

The SW-1/4 of SW-1/4 of Section 20, Township 28 South, Range 27 East, LESS AND EXCEPT the North 128 feet thereof; and subject to R/W of Peace River Valley Drainage Canal along the Westerly side thereof;

AND

Together with and including the maturing citrus fruit crop for 1991-92 season now situated thereon.

SUBJECT TO taxes for 1992 and subsequent years.

The property is not the homestead or residence of the Grantor, nor is it contiguous to the homestead or residence of Grantor.

Grantor does hereby fully warrant the title to such property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed on the date first above written.

Witnesses:

✓ Joyce P. Johnson
Name JOYCE P. JOHNSON

✓ N. Arthur Johnson
Name N. ARTHUR JOHNSON

STATE OF FLORIDA
COUNTY OF POLK

✓ Dana F. Baxter
DANA F. BAXTER
Address: 4511 Pineland Ct.
Winter Haven, Florida

Documentary Tax Pd. \$ 1710.00
Intangible Tax Pd. \$ 0-
E. D. "Bud" Dixon, Clerk, Polk Co.
By: Betty S. Howard Deputy Clerk

The foregoing instrument was acknowledged before me this 19th day of February, 1992, by DANA F. BAXTER, who is personally known to me or has produced _____ as identification and did take an oath.

020669 1992 FEB 21 PM 3:16
This instrument was prepared based on information and a legal description provided by the parties and no title information was requested or given.

Parcel Details: 27-28-20-000000-044020

[TAX EST](#) [PRT CALC](#) [PRC](#) [HTML PRC](#) [TRIM](#) [HTML TRIM](#) [TAX BILL](#)

Owners *Recently purchased this property? Click here.*

BAXTER GROVES 100%

Mailing Address

Address Line 1 **120 SELVA VIS**
Address Line 2
Address Line 3 **WINTER HAVEN FL 33884-3651**

Physical Street Address *Looking for site address? Click here.*

Address Line 1 **0 US HIGHWAY 27**
Address Line 2

Postal City and Zip

City/St/Zip **DUNDEE FL 33838**

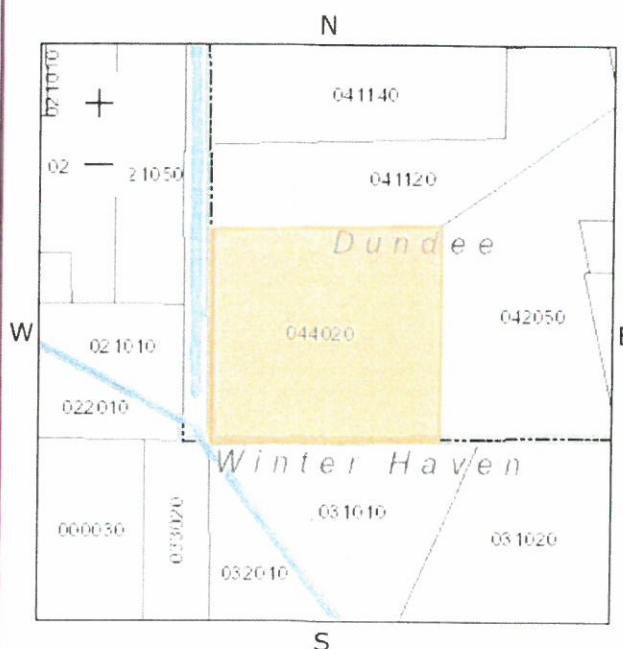
Parcel Information

Municipality / Taxing District **DUNDEE/SWFWM (Code: 90460)**
Neighborhood **140990.00**
[Show Recent Sales in this Neighborhood](#)
Subdivision **NOT IN SUBDIVISION**
Property (DOR) Use Code **Unplatted tracts 30 to 59.99 acres (Code: 9925)**
Acreage **35.09**
[Community Redevelopment Area](#) **NOT IN CRA**

Property Desc

DISCLAIMER: This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. It is a description of the ownership boundaries only and does not include easements or other interests of record. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.

Area Map



Mapping Worksheets (plats) for 272820

[Mapping Worksheet](#) [Mapping Worksheet Printable PDF](#)
[HTML \(opens in new tab\)](#)

Linked Tangible Personal Property Accounts

Linked Accounts

Note: Tangible Personal Property is defined as everything other than real estate that has value by itself. Please click the + plus sign to show the list of TPP accounts linked to this parcel. Only first two owner names shown.

1 TPP Account(s)

Sales History

Important Notice: If you wish to obtain a copy of a deed for this parcel, click on the blue OR Book/Page number. Doing so will cause you to leave the Property Appraiser's website and access the Polk County Clerk of the Circuit Court's Official Records Search. Once the document opens, click the printer icon to print the document. If you have any issues opening the document once you have met all the listed system requirements, please contact the Clerk's office at (863)534-4000 and ask to speak to an IT staff member. If the Book/Page number does not have a blue link to Official Records, the deed may not be available through the [online records of the Clerk of the Circuit Court](#). In order to obtain a copy of the deed you will need to contact the Clerk of the Circuit Court Indexing Department at 863-534-4516. If the Type Inst is an "R", the document is not available through the Clerk of the Circuit Court's Official Records Search. Please contact the Property Appraiser to order "R" type instruments.

OR Book/Page	Date	Type Inst	Vacant/ Improved	Grantee	Sales Price
3068/0278	02/1992	W	V		\$285,000
1251/0950	10/1969		E		\$100

Exemptions

Important Notice: In 2022, the Florida Legislature increased property tax exemptions for residents who are widows, widowers, blind, or totally and permanently disabled from \$500 to \$5,000. The increased exemption amount will become effective as of January 1, 2023, for the 2023 tax year. This change does not affect your tax bill for 2022.

Note: The drop down menus below provide information on the amount of exemption applied to each taxing district. The HX—first \$25,000 homestead exemption may be allocated to one or more owners. The HB –second \$25,000 amended homestead exemption reflects the name of the first owner only.

Code	Bld. #	Description	% Ownership	Renew Cd	Year Name	Note	Value
If you have a Senior Exemption(Additional Homestead Exemption for Persons 65 and Older): For the 2024 tax year, the allowable total household adjusted gross income received during 2023 could not exceed \$36,614. If your total household adjusted gross income exceeded this limit, YOU MUST NOTIFY THIS OFFICE . Receiving no notification from the qualified senior will be considered a sworn statement, under penalty of perjury, that the income does not exceed the limit. Improperly claiming any exemption could result in a lien against your property. If you would like to receive a notice of renewal electronically, please send us an email at paoffice@polk-county.net with your name, property address, and confirmation of your request.							

PERMITS

The Polk County Property Appraiser's Office does not issue or maintain permits. Please contact the [appropriate permit issuing agency](#) to obtain information. This property is located in the **DUNDEE/SWFWMD** taxing district. The beginning of the description indicates permit agency (UNINCORP is an abbreviation for Unincorporated **POLK COUNTY**).

Land Lines

LN	Land Dscr	Ag/GreenBelt	Land Unit Type	Front	Depth	Units
1 *	Residential	N	A	0	0	35.09

* For Zoning/Future Land Use contact Polk County or the Municipality the parcel is located in.

NOTICE: All information ABOVE this notice is current (as of Tuesday, April 23, 2024 at 5:05:38 AM). All information BELOW this notice is from the 2023 Tax Roll, except where otherwise noted.

Value Summary (2023)

Desc	Value
Land Value	\$338,452
Building Value	

Misc. Items Value	
Land Classified Value	
Just Market Value	\$338,452
*Cap Differential and Portability	\$0
Agriculture Classification	\$332,910
Assessed Value	\$5,542
Exempt Value (County)	\$0
Taxable Value (County)	\$5,542

*This property does not contain a cap or portability value.

Values by District (2023)

District Description	Final Tax Rate	Assessed Value	Final Assessed Taxes	Exemption	Final Tax Savings	Taxable Value	Final Taxes
BOARD OF COUNTY COMMISSIONERS	6.685200	\$5,542	\$37.05	\$0	\$0.00	\$5,542	\$37.05
POLK COUNTY SCHOOL BOARD - STATE	3.160000	\$5,542	\$17.51	\$0	\$0.00	\$5,542	\$17.51
POLK COUNTY SCHOOL BOARD - LOCAL	2.248000	\$5,542	\$12.46	\$0	\$0.00	\$5,542	\$12.46
TOWN OF DUNDEE	7.900000	\$5,542	\$43.78	\$0	\$0.00	\$5,542	\$43.78
SOUTHWEST FLA WATER MGMT DIST	0.204300	\$5,542	\$1.13	\$0	\$0.00	\$5,542	\$1.13
		Assessed Taxes:	\$111.93	Tax Savings:	\$0.00	Total Taxes:	\$111.93

Non-Ad Valorem Assessments (2023)

LN	Code	Desc	Units	Rate	Assessment
1	ST460	DUNDEE STORMWATER UTILITY	1.00	34.50	\$34.50
Total Assessments					\$34.50

Taxes

Desc	Last Year	2023 Final
Taxing District	DUNDEE/SWFWMD (Code: 90460)	DUNDEE/SWFWMD (Code: 90460)
Millage Rate	20.3370	20.1975
Ad Valorem Assessments	\$112.71	\$111.93
Non-Ad Valorem Assessments	\$34.50	\$34.50
Total Taxes	\$147.21	\$146.43

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this page, such as assessments for roads, drainage, garbage, fire, lighting, water, sewer, or other governmental services and facilities which may be levied by your county, city or any other special district. [Visit the Polk County Tax Collector's site for Tax Bill information related to this account.](#) Use the [Property Tax Estimator](#) to estimate taxes for this account.


Prior Year Final Values

2022	
Land Value	\$284,874.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$284,874.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00
2021	
Land Value	\$256,839.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$256,839.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00
2020	
Land Value	\$243,822.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$243,822.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00
2019	
Land Value	\$243,822.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$243,822.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00

DISCLAIMER:
The Polk County Property Appraiser makes every effort to produce and publish the most current and accurate information possible. The PCPA assumes no responsibility for errors in the information and does not guarantee that the data are free from errors or inaccuracies. Similarly the PCPA assumes no responsibility for the consequences of inappropriate uses or interpretations of the data. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of the search facility indicates understanding and acceptance of this statement by the user.

Last Updated: Tuesday, April 23, 2024 at 5:05:38 AM

Polk County Property Appraiser Property Information Card

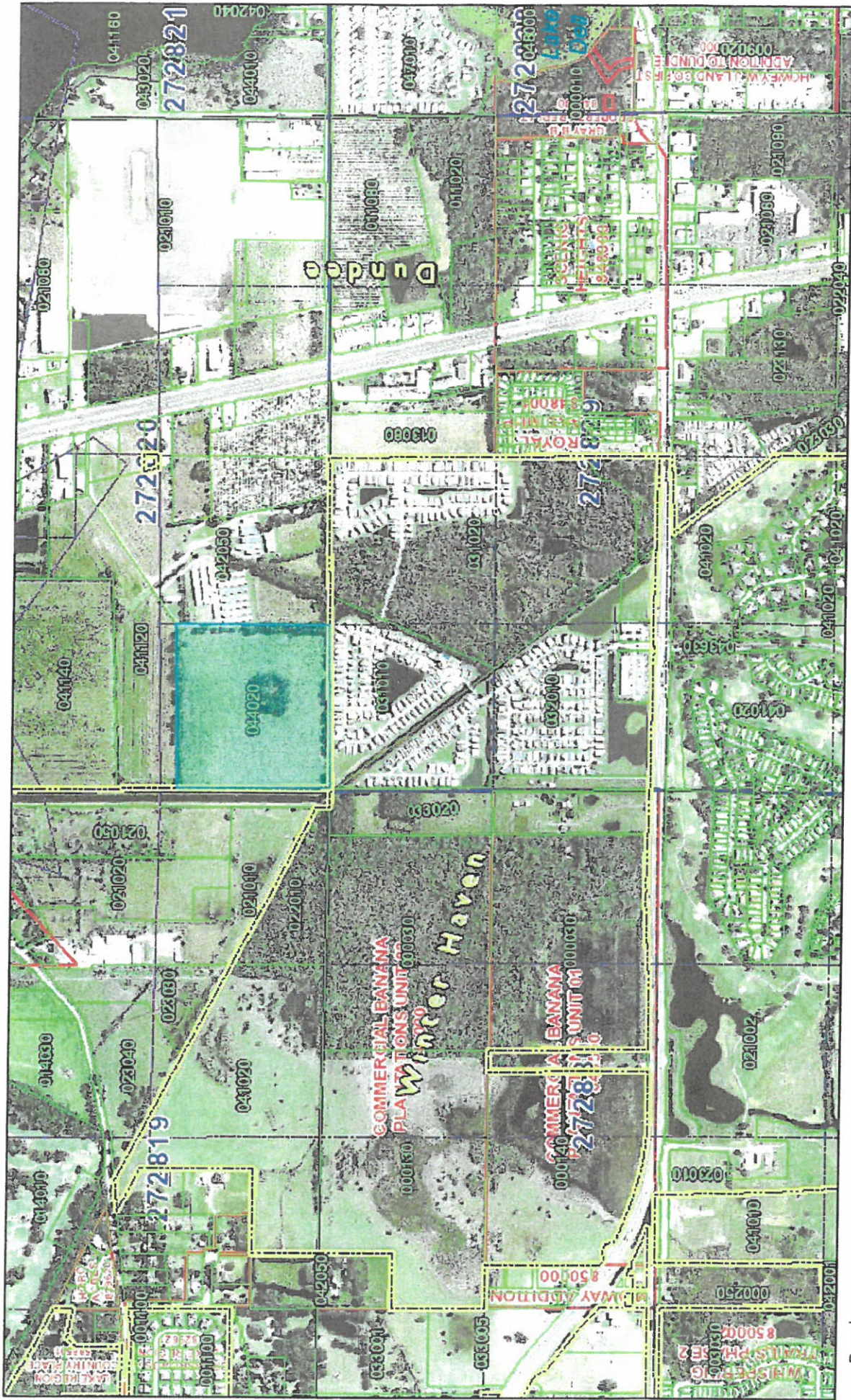
Parcel ID: 47282000000004020 Owner: BAXTER, ONCYRB Multi-Owner(s): Mailing Address: 120 BELVA VLG WINTER HAVEN 33864 1651 Site Address:		Value Information Land Value: \$172,000.00 Imp. Value: \$0.00 Misc. Item(s) Value: \$0.00 Total Just Value (Market): \$172,000.00 Assessed Value: \$57,300.00 Exempt Value: \$0.00 Taxable Value: \$57,300.00 Tax District: 10000 Millage: 16.92		Tax Information Property Tax: \$954.67 Special Assessment: General Property Information Neighborhood # 140890 Subdivision # 000000 Subdivision Name 1007 TH SUBDIVISION Land Use Code (LUC): 6603 LUC Description: Citrus w/ Irrig. Legal Description: 1/4 OF SW 1/4 LESS N 1/4 PT TIDEWAT & ADJCD CORN 1/4		Sketch  <p>Sorry, no sketch available for this record</p>	
Sales Information Grantor Name: Vacant / Inactive Sale Date: 01-February-1992 Sale Price: \$285,000.00 OR Book: 3068 OR Page: 278 Deed Type: w Multi-Parcel Sale: 03		SALE 1 01-February-1992 \$285,000.00 3068 278 w 03		SALE 2 01-October-1965 \$0.00 251 930 01		SALE 3	
Miscellaneous Remarks Information Yr Blt: EF Yr Blt: Area: Units:		Description REMOVED IN POWER DISABILITY Other		Exemption Information Amount: \$0.00		Residential Information Series: Yr Blt: EF Yr Blt: Bathrooms: Full Baths: 1/2 Baths: Kitchens: Living Area (SFLA): Total Under Roof:	
Land Information EF Front: Depth: Units / Type: Ag: YES NO 31 3 34 AC		Class CITRU CITRU CITRU U		Ag Information Sub Class E-N E-M R-M R-U		Commercial Information Year Blt: EF Yr Blt: Units: Structure Description: Area (Total Under Roof): 31 31 31 3	

Please Note: All value information is as of the last certified tax roll. His or her and certain exemptions are not reflected in these totals. The information provided is believed to be correct but is subject to change and is not guaranteed.

2/27/2014

4

Cypress Creek MHP



- Roads
- Waterbodies
- Municipal Boundaries
- Dimensions_ParcelsFabric
- Railroads
- Parcels
- Surrounding Counties
- PLSS Townships
- PLSS Sections
- PLSS Boundaries
- Gov't Lots
- Subdivisions
- Conservation Easement
- HALFFOOT2023
- Red: Band_1
- Green: Band_2
- Blue: Band_3

0 500 1,000 2,000 Feet

All maps are worksheets used for illustrative purposes only. They are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".



Marsha M. Faux, CFA, ASA
Property Appraiser
Polk County, Florida

Item 5.

INTERLOCAL AGREEMENT FOR POTABLE WATER AND WASTEWATER UTILITY SERVICES

THIS INTERLOCAL AGREEMENT FOR POTABLE WATER AND WASTEWATER UTILITY SERVICES (the "Agreement") is made and entered into this 12th day of August, 2024, by and between the municipalities of the Town of Dundee (hereinafter the "Town"), and the City of Winter Haven (hereinafter the "City"), Florida municipal corporations organized and existing under the laws of the State of Florida (hereinafter collectively the "Municipalities").

FACTUAL RECTIALS

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

WHEREAS, Municipalities are vested with governmental, corporate and proprietary powers to enable it to conduct and perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, Baxter Groves (the "Owner"), a Florida general partnership, is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number 272820-000000-044020 (the "Property"); and

WHEREAS, Owner was conveyed fee simple ownership of the Property by virtue of that certain Warranty Deed (the "Deed") dated February 19, 1992, and recorded in Official Records Book 3068, Page(s) 0278, public records of Polk County, Florida; and

WHEREAS, copies of the Deed and Polk County Property Appraiser Parcel Details for the Property are attached hereto as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, on August 10, 2004, at a duly noticed public meeting, the Town Commission of the Town of Dundee passed and adopted Ordinance No. 04-101 (the "Ordinance") extending the corporate limits of the Town to include the Property within the

Town's municipal boundaries; and

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

WHEREAS, City currently provides potable water, wastewater, and reclaimed utility services to the *Cypress Creek Village Mobile Home Park Phases I – IV*; and

WHEREAS, Owner proposes to develop the Property (see **Exhibit "A"**) in order to design and construct the *Cypress Creek Village Phase V* (the "Development"); and

WHEREAS, copies of the proposed conceptual site plan and aerial depictions of the Development are attached hereto as **Exhibit "C"** and made a part hereof by reference; and

WHEREAS, Town and City acknowledge and agree that, on the effective date of this Agreement, the City has available capacity and the utility facilities readily available and necessary to provide potable water, wastewater, and reclaimed utility service(s) to the Development; and

WHEREAS, Town and City mutually agree and acknowledge that the City has no general duty to supply potable water and/or wastewater utility service(s) to area(s) outside its corporate limits; and

WHEREAS, Section 163.01, Florida Statutes, the *Florida Interlocal Cooperation Act*, authorizes the Town and City, which also possess home rule and other general law authority, to enter into agreements with each other to ensure the most efficient use of their respective powers and to exercise, jointly, any power, privilege, or authority which agencies share in common and which each might exercise separately; and

WHEREAS, Town and City acknowledge that an interlocal agreement entered into pursuant to the *Florida Interlocal Cooperation Act* ("FICA"), codified in Part I of F.S. Ch. 163, is considered a contract binding the parties thereto; and

WHEREAS, Town and City covenant and agree that they have the power and authority to enter into this Agreement and bind their respective governmental entities to the provisions of this Agreement; and

WHEREAS, Municipalities acknowledge that planned, orderly growth is essential to the economic and social well-being of the people of the Municipalities which are located in Polk County, Florida; and

WHEREAS, Municipalities acknowledge that orderly and economic growth depends in large part upon the ability of local governments to cooperate and provide an environment for development which includes, but is not limited to, the timely availability of public facilities and public services; and

WHEREAS, Municipalities acknowledge that public resources managed by local governments should be used in an efficient manner to foster growth and development in order to maximize the benefits of such growth and development to the residents and citizens; and

WHEREAS, Municipalities share and will share common municipal boundaries, and provide public utilities in the unincorporated areas surrounding the Municipalities, and recognize that interlocal cooperation in the provision of such services will prevent duplicate systems, eliminate confusion, foster planned and orderly expansion of public utilities, encourage controlled growth and development, prevent future conflict of utility and annexation boundaries, and maximize the beneficial use of public facilities, services and resources for the citizens and residents of the Municipalities; and

WHEREAS, Town and City acknowledge the validity and enforceability of the respective utility service area boundaries each has adopted, if any; and

WHEREAS, Town and City acknowledge and agree that, pursuant to the terms and conditions of this Agreement, City will provide extra-jurisdictional potable water, wastewater,

and reclaimed utility service(s) to the Development; and

WHEREAS, Town and City acknowledge and agree that, pursuant to the terms and conditions of this Agreement, the City will charge, bill, and collect from Town residents residing and/or located within the Development any applicable extra-jurisdictional utility service(s) rates which are established by the City in accordance with applicable Florida law; and

WHEREAS, Town and City acknowledge and agree that, for the sole purpose of providing utility service(s) to the Development, City will own, operate, and maintain the potable water, wastewater, and reclaimed utility lines located within the corporate limits of the Town; and

WHEREAS, Town and City agree to enter into this Agreement as a matter of intergovernmental cooperation and coordination; and

WHEREAS, Town and City acknowledge and agree that, by entering into this Agreement, it is the intent of the Municipalities to conserve and protect water resources in the interest of public health, safety and welfare, and to avoid circumstances giving rise to the aforesaid duplications and resulting in uneconomical and wasteful operations.

NOW THEREFORE, it is agreed and affirmed as follows: in consideration of the recitals, covenants, agreements and promises herein contained, the parties covenant and agree that the purpose of this Agreement is to extend and provide for the manner in which municipal potable water and wastewater utility service(s) for the proposed *Cypress Creek Village Phase V* will be provided.

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 entry into this Agreement, and the Town and City hereby adopt the above-referenced factual recitals as the legislative findings supporting the

entry into this Agreement between the Town and City.

2. **Definitions**. Term(s) used in this Agreement shall possess the meanings, interpretations and/or definitions assigned herein, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

"Day(s)" means calendar day unless specifically stated otherwise.

"Calendar Day(s)" means all days in a 365-day calendar year.

"Business Day(s)" means each calendar day which is not a Saturday, Sunday or a recognized holiday by both the City of Winter Haven and Town of Dundee, Florida.

"Development" means the design, construction, and improvements performed for the proposed *Cypress Creek Village Phase V* development project which is the subject of this Agreement and located on, over, under and across the Property.

"Effective Date" means, for purposes of calculating time periods and the commencement of the term of this Agreement, the last date on which this Agreement is approved at a duly noticed public meeting and executed by the Town and City.

"Term" means the duration of this Agreement which shall commence on the Effective Date and expire and/or terminate in accordance with the provisions set forth in Section 9 of this Agreement.

3. **Interlocal Agreement and Purpose**

Town and City agree to enter into this Agreement pursuant to such special and general constitutional and statutory legal authority which includes, but is not limited to Chapters 163, 166 and 180, Florida Statutes (2023), in order to address among other things the City's provision of extra-jurisdictional water, wastewater and reclaimed water utility services for the proposed Development (as defined in §2 of this Agreement).

The purpose of this Agreement is to ensure that water, wastewater, and reclaimed utility facilities and service(s) needed to reasonably support the proposed Development which is located within the corporate limits of the Town are available, and this Agreement is also intended to establish and expressly memorialize the respective rights and general obligations

of the Town and City with respect to the ownership of the utility facilities and payment for said utility services.

4. Operation and Maintenance of Facilities.

Unless otherwise agreed to by the Municipalities, the utility facilities for potable water, wastewater, and reclaimed utility service(s) in and/or for the proposed Development (as defined in §2 of this Agreement) shall be owned and maintained by the City in accordance with the regulation(s) and requirement(s) prescribed by the City of Winter Haven Unified Land Development Code and/or City of Winter Haven Code of Ordinances; and any and all utility easements dedicated to the Town by the fee simple owner of the Property comprising the proposed Development within the corporate limits of the Town shall also run in favor of the City.

5. Connection Fees and Establishing Customer Utility Accounts.

At the time of building permit issuance for structures within the proposed Development (as defined in §2 of this Agreement), the Owner shall deliver payment to the City for all applicable connection fees for the Development and/or other applicable charges, rates, and fees set forth and/or established by the City for connecting to the City's utility system(s) and the provision of extra-jurisdictional utility service(s) at the time of service activation in accordance with City Code of Ordinances, policies and rules and regulations. Provided further that at the time that water, wastewater and reclaimed utility service is established for any structure within the Development then the customer/user within the Development shall establish an account(s) directly with the City for water, wastewater and reclaimed water utility services in accordance with applicable City Code of Ordinances, rules and regulations and as may be more specifically set forth in Paragraph 7(d) of this Agreement.

6. Coordination of Planning Activities.

The Municipalities recognize that to achieve the mutual goal of planning for and providing future development of their respective utility systems in an efficient, economic, and orderly manner, it will be necessary for each to maintain written communications with the other as necessary, concerning plans and actual development of water, wastewater, and reclaimed utility facilities which lie adjacent to the service area of the adjoining Municipality which may or could affect the adopted Comprehensive Plans for future development of the systems of the other party. The Municipalities shall provide written communication to the other when the review and approval of new land development occurs along the Municipalities' shared municipal and/or utility service area borders or where the new development may impact the other. Such written communication will promote planned and actual implementation of improved public utilities and facilities along the Municipalities' shared municipal and utility service area borders.

7. Potable Water and Sanitary Sewer Areas.

a. City water, wastewater and reclaimed utility services extended into the corporate limits of the Town and within the Town's utility service area shall be designed in such a way, where appropriate, to facilitate the connection and/or interconnection (i.e. force main locations, size, etc.) with the existing City's utility facilities currently servicing previous phases of the Development located within the municipal limits of the City. The Owner and/or applicable developer(s) shall be responsible for any and all costs in providing lines and other related utility infrastructure to service the Development in accordance with applicable laws, City ordinances, rules and regulations for the municipality providing utility services. The City may elect to, amongst other things, upsize the lines and alter force main locations which may also include, but shall not be limited to, requiring development exactions and/or developers to pay all costs and expenses of the design, permitting and construction of utility infrastructure in accordance with applicable laws, ordinances, rules and regulations.

b. Municipalities agree not to provide water, sewer, and/or re-use water utility services in the established utility service area(s) of the other municipality other than as set forth herein.

c. The utility facilities constructed for such water, wastewater and reclaimed utility services for the Development may be purchased by the Town when, if ever, it either has utilities and/or utility facilities available; and, pursuant to a separate written agreement, the terms and conditions for the transfer of service(s) and sale of utility facilities shall be agreed to and entered into by the Municipalities. Regardless of whether a sale is ever agreed upon, all Connection/impact fees shall be retained by the City for providing the water, wastewater and reclaimed utility services to the Development contemplated in this Agreement and said fees shall not be deducted from or accounted for in the purchase price of the facilities constructed for such utility services if a purchase ever occurs.

d. The City shall establish fees for providing utility services to the Development which is located within the corporate limits of the Town for the water, wastewater and reclaimed utility services, which are the subject of this Agreement, consistent with applicable Florida law and City Code of Ordinances. Provided further the City shall bill all customers directly within the Development for all water, wastewater, and reclaimed utility services provided to such customers in accordance with the City's ordinances, rules and regulations applicable for customers outside the City's municipal limits and as those may be amended from time to time. Town agrees to cooperate with City to the extent the City determines it necessary and/or desirable relating to the establishment of accounts with customers within the Development with the City for the provision of City water, wastewater and reclaimed water utility services therein.

8. **Service Not Required.** Nothing herein shall be construed to require the Municipalities to serve any customer or customers deemed by the respective municipality to

be not feasible, economically or physically, to serve. Further, this Agreement shall not be construed to place either a contractual, statutory, or any other legal obligation, on any of the parties hereto, to provide utility services outside its municipal and utility service area boundaries.

9. **Term of Agreement.** This Agreement shall remain in effect until such time as the City and Town mutually agree, in writing, to terminate the Agreement. This Agreement shall not be unilaterally terminated.

10. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third-party not a formal party hereto.

11. **Disclaimer of Security.** Notwithstanding any other provisions of this Agreement, the parties hereto expressly acknowledge that they have no pledge of or lien upon any real property, personal property, or any existing or future revenue source of the other as security for any amounts of money payable by the other under this Agreement.

12. **Notice.**

Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when: (1) hand delivered to the official hereinafter designated; or (2) upon receipt of such notice when mailed by certified U.S. mail, postage prepaid, return receipt requested, addressed to a party at the address set forth opposite the party's name below or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

AS TO TOWN:	Tandra Davis Town Manager Town of Dundee 202 E. Main Street Dundee, FL 33838
-------------	--

COPY TO: *(which shall not constitute notice)*
 Albert C. Galloway, Jr., Esquire
 Albert C. Galloway, Jr., P.A.
 Special Counsel for Town
 Town of Dundee
 116 East Stuart Avenue
 Lake Wales, FL 33859-3339

AS TO CITY: T. Michael Stavres
 City Manager
 City of Winter Haven
 451 Third Street, N.W.
 Winter Haven, FL 33881

COPY TO: *(which shall not constitute notice)*
 Frederick John Murphy, Jr., Esquire
 City Attorney
 City of Winter Haven
 Boswell & Dunlap, LLP
 245 S. Central Ave.
 Bartow, FL 33830-4620

13. **Severability.**

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

14. **Applicable Law.**

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

15. **Assignment.**

This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto.

16. **Indemnification.**

16.1 Neither party hereto waives sovereign immunity except that consistent with all applicable State law, including, but not limited to Chapter 768, Florida Statutes, the parties agree to hold each other harmless for the negligent acts of itself, its officers, agents, and employees, but only to the extent permitted by law regardless of whether such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

16.2 If service provided hereunder is discontinued to a customer due to failure of the customer to pay for services provided, the party responsible for discontinuing service shall hold the other party harmless as to any and all claims or suits regarding such action.

17. **Entire Agreement; Effect on Prior Agreements.** This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

18. **Recordation.**

This Agreement shall constitute a covenant running with the Property which is the subject of the Development (as defined in §2 of this Agreement) and shall be recorded in the Public Records of Polk County, Florida.

19. **Counterparts.**

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

20. **Multiple Originals.** This Agreement has been prepared in duplicate in order that

each of the Municipalities will receive a fully executed original upon adoption and execution by the parties hereto.

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

[The balance of this page intentionally left blank.]

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

CITY OF WINTER HAVEN

By: Nathaniel J. Birdsong, Jr.
Nathaniel J. Birdsong, Jr., Mayor

TOWN OF DUNDEE

By: Samuel Pennant
Samuel Pennant, Mayor

ATTEST:

By: Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

ATTEST:

By: Trevor Douthat
Trevor Douthat, Town Clerk

LEGAL IN FORM AND VALID IF
ENACTED

By: Frederick J. Murphy, Jr.
Frederick J. Murphy, Jr.,
City Attorney

LEGAL IN FORM AND VALID IF
ENACTED

By: Albert C. Galloway, Jr.
Albert C. Galloway, Jr.,
Special Counsel

3068 0278
POLK OFF. REC. PAGE

EXHIBIT A

WARRANTY DEED

THIS WARRANTY DEED is made this 19th day of February, 1992, by DANA F. BAXTER (the "Grantor"), to BAXTER GROVES, a Florida general partnership, the address of which is P. O. Box 1879, Winter Haven, Florida 33882 (the "Grantee").

Grantor, in consideration of TEN DOLLARS (\$10.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, grants and conveys to Grantee that real property located in Polk County, Florida, more particularly described as follows:

The SW-1/4 of SW-1/4 of Section 20, Township 28 South, Range 27 East, LESS AND EXCEPT the North 128 feet thereof; and subject to R/W of Peace River Valley Drainage Canal along the Westerly side thereof;

AND

Together with and including the maturing citrus fruit crop for 1991-92 season now situated thereon.

SUBJECT TO taxes for 1992 and subsequent years.

The property is not the homestead or residence of the Grantor, nor is it contiguous to the homestead or residence of Grantor.

Grantor does hereby fully warrant the title to such property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed on the date first above written.

Witnesses:

✓ Dana F. Baxter
Name DANA F. BAXTER

✓ A. Arthur Johnson
Name A. Arthur Johnson

STATE OF FLORIDA
COUNTY OF POLK

✓ Dana F. Baxter
DANA F. BAXTER
Address: 451 Pineland Ct.
Winter Haven, Florida

Documentary Tax Pd. \$ 1710.00
Intangible Tax Pd. \$ 0-
E. D. "Bud" Dixon, Clerk, Polk Co.
By: Billy S. Hurd Deputy Clerk

The foregoing instrument was acknowledged before me this 19th day of February, 1992, by DANA F. BAXTER, who is personally known to me or has produced _____ as identification and did take an oath.

This instrument was prepared based on information and a legal description provided by the parties and no title information was requested or given.

020669

1992 FEB 21 PM 3:16

Skip to main content
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[Change Browser Language](#)

Parcel Details: 27-28-20-000000-044020

[TAX EST](#)
[PRT CALC](#)
[PRC](#)
[HTML PRC](#)
[TRIM](#)
[HTML TRIM](#)
[TAX BILL](#)

Owners [Recently purchased this property? Click here](#)

BAXTER GROVES 100%

Mailing Address

Address Line 1 **120 SELVA VIS**
 Address Line 2
 Address Line 3 **WINTER HAVEN FL 33884-3651**

Physical Street Address [Looking for site address? Click here.](#)

Address Line 1 **0 US HIGHWAY 27**
 Address Line 2

Postal City and Zip

City/St/Zip **DUNDEE FL 33838**

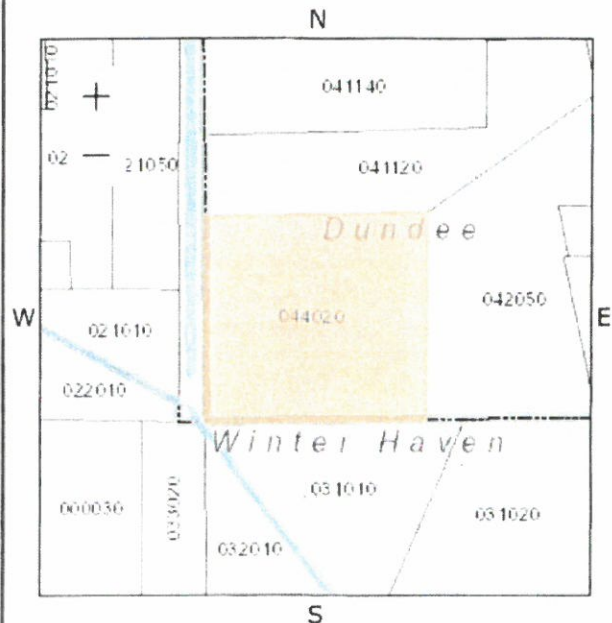
Parcel Information

Municipality / Taxing District **DUNDEE/SWFWMD (Code: 90460)**
140990.00
 Neighborhood [Show Recent Sales in this Neighborhood](#)
 Subdivision **NOT IN SUBDIVISION**
 Property (DOR) Use Code **Unplatted tracts 30 to 59.99 acres (Code: 9925)**
 Acreage **35.09**
 Community Redevelopment Area **NOT IN CRA**

Property Desc

DISCLAIMER: This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. It is a description of the ownership boundaries only and does not include easements or other interests of record. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.

Area Map



Mapping Worksheets (plats) for 272820

[Mapping Worksheet](#)
[Mapping Worksheet Printable PDF](#)
 HTML (opens in new tab)

Linked Tangible Personal Property Accounts

Linked Accounts

Note: Tangible Personal Property is defined as everything other than real estate that has value by itself. Please click the + plus sign to show the list of TPP accounts linked to this parcel. Only first two owner names shown.

1 TPP Account(s)

List of Accounts

Sales History

Important Notice: If you wish to obtain a copy of a deed for this parcel, click on the blue OR Book/Page number. Doing so will cause you to leave the Property Appraiser's website and access the Polk County Clerk of the Circuit Court's Official Records Search. Once the document opens, click the printer icon to print the document. If you have any issues opening the document once you have met all the listed system requirements, please contact the Clerk's office at (863)534-4000 and ask to speak to an IT staff member. If the Book/Page number does not have a blue link to Official Records, the deed may not be available through the [online records of the Clerk of the Circuit Court](#). In order to obtain a copy of the deed you will need to contact the Clerk of the Circuit Court Indexing Department at 863-534-4516. If the Type Inst is an "R", the document is not available through the Clerk of the Circuit Court's Official Records Search. Please contact the Property Appraiser to order "R" type instruments.

OR Book/Page	Date	Type Inst	Vacant/ Improved	Grantee	Sales Price
3068/0278	02/1992	W	V		\$285,000
1251/0950	10/1969		E		\$100

Exemptions

Important Notice: In 2022, the Florida Legislature increased property tax exemptions for residents who are widows, widowers, blind, or totally and permanently disabled from \$500 to \$5,000. The increased exemption amount will become effective as of January 1, 2023, for the 2023 tax year. This change does not affect your tax bill for 2022.

Note: The drop down menus below provide information on the amount of exemption applied to each taxing district. The HX—first \$25,000 homestead exemption may be allocated to one or more owners. The HB—second \$25,000 amended homestead exemption reflects the name of the first owner only.

Code	Bld. #	Description	% Ownership	Renew Cd	Year Name	Note	Value
<p>If you have a Senior Exemption(Additional Homestead Exemption for Persons 65 and Older): For the 2024 tax year, the allowable total household adjusted gross income received during 2023 could not exceed \$36,614. If your total household adjusted gross income exceeded this limit, YOU MUST NOTIFY THIS OFFICE. Receiving no notification from the qualified senior will be considered a sworn statement, under penalty of perjury, that the income does not exceed the limit. Improperly claiming any exemption could result in a lien against your property. If you would like to receive a notice of renewal electronically, please send us an email at paoffice@polk-county.net with your name, property address, and confirmation of your request.</p>							

PERMITS

The Polk County Property Appraiser's Office does not issue or maintain permits. Please contact the [appropriate permit issuing agency](#) to obtain information. This property is located in the **DUNDEE/SWFWMD** taxing district. The beginning of the description indicates permit agency (UNINCORP is an abbreviation for Unincorporated **POLK COUNTY**).

Land Lines

LN	Land Dscr	Ag/GreenBelt	Land Unit Type	Front	Depth	Units
1	* Residential	N	A	0	0	35.09

* For Zoning/Future Land Use contact Polk County or the Municipality the parcel is located in.

NOTICE: All information **ABOVE** this notice is current (as of Tuesday, April 23, 2024 at 5:05:38 AM). All information **BELOW** this notice is from the 2023 Tax Roll, except where otherwise noted.

Value Summary (2023)

Desc	Value
Land Value	\$338,452
Building Value	

Misc. Items Value	\$0
Land Classified Value	\$5,542
Just Market Value	\$338,452
*Cap Differential and Portability	\$0
Agriculture Classification	\$332,910
Assessed Value	\$5,542
Exempt Value (County)	\$0
Taxable Value (County)	\$5,542

*This property does not contain a cap or portability value.

Values by District (2023)

District Description	Final Tax Rate	Assessed Value	Final Assessed Taxes	Exemption	Final Tax Savings	Taxable Value	Final Taxes
BOARD OF COUNTY COMMISSIONERS	6.685200	\$5,542	\$37.05	\$0	\$0.00	\$5,542	\$37.05
POLK COUNTY SCHOOL BOARD - STATE	3.160000	\$5,542	\$17.51	\$0	\$0.00	\$5,542	\$17.51
POLK COUNTY SCHOOL BOARD - LOCAL	2.248000	\$5,542	\$12.46	\$0	\$0.00	\$5,542	\$12.46
TOWN OF DUNDEE	7.900000	\$5,542	\$43.78	\$0	\$0.00	\$5,542	\$43.78
SOUTHWEST FLA WATER MGMT DIST	0.204300	\$5,542	\$1.13	\$0	\$0.00	\$5,542	\$1.13
		Assessed Taxes:	\$111.93	Tax Savings:	\$0.00	Total Taxes:	\$111.93

Non-Ad Valorem Assessments (2023)

LN	Code	Desc	Units	Rate	Assessment
1	ST460	DUNDEE STORMWATER UTILITY	1.00	34.50	\$34.50
Total Assessments					\$34.50

Taxes

Desc	Last Year	2023 Final
Taxing District	DUNDEE/SWFWMD (Code: 90460)	DUNDEE/SWFWMD (Code: 90460)
Millage Rate	20.3370	20.1975
Ad Valorem Assessments	\$112.71	\$111.93
Non-Ad Valorem Assessments	\$34.50	\$34.50
Total Taxes	\$147.21	\$146.43

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this page, such as assessments for roads, drainage, garbage, fire, lighting, water, sewer, or other governmental services and facilities which may be levied by your county, city or any other special district. [Visit the Polk County Tax Collector's site for Tax Bill information related to this account.](#) Use the [Property Tax Estimator](#) to estimate taxes for this account.

Prior Year Final Values

The Final Tax Roll is the 1st certification of the tax rolls by the Value Adjustment Board, per Florida Statute 193.122(2), F.S. This is the date all taxable property and tax rolls are certified for collection to the Tax Collector. Corrections made after this date are not reflected in the Final Tax Roll Values.

2022

Land Value	\$284,874.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$284,874.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00

2021

Land Value	\$256,839.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$256,839.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00

2020

Land Value	\$243,822.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$243,822.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00

2019

Land Value	\$243,822.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$243,822.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00

DISCLAIMER:

The Polk County Property Appraiser makes every effort to produce and publish the most current and accurate information possible. The PCPA assumes no responsibility for errors in the information and does not guarantee that the data are free from errors or inaccuracies. Similarly the PCPA assumes no responsibility for the consequences of inappropriate uses or interpretations of the data. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of the search facility indicates understanding and acceptance of this statement by the user.

Last Updated: Tuesday, April 23, 2024 at 5:05:38 AM

EXHIBIT B

Item 5.

INSTR # 2004182036
BK 05912 PGS 0909-0912 PG(s) 4
RECORDED 09/07/2004 04:26:41 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 35.50
RECORDED BY B Morris

SPACE FOR RECORDING

ORDINANCE NO.: 04-101

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA, DESCRIBING SAID ADDITIONAL TERRITORY AS THE BAXTER GROVES PROPERTY, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE. (General Location: North Western portion of the Town, Property West of US 27 and North of Highway 542)

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

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

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

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

1. That the City Council of the Town of Dundee does hereby annex into the corporate limits of the Town of Dundee, Florida, the following described property:

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

FREDERICK J. MURPHY, JR.
BOSWELL & DUNLAP LLP
P.O. DRAWER 30
BARTOW, FL 33831-0030
Office Copy

Ordinance 04-101
Page Two

2. All ordinances in conflict herewith are hereby repealed.
3. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.
4. This ordinance shall take effect immediately after second reading.

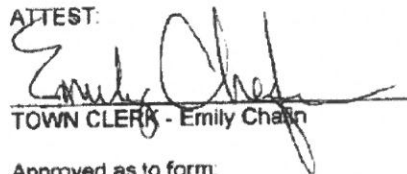
INTRODUCED on first reading this 2nd day of August, 2004.
PASSED on second reading this 10th day of August, 2004.

TOWN OF DUNDEE, FLORIDA



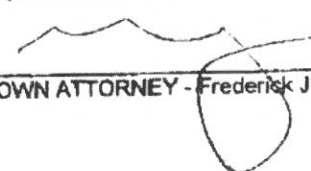
Mayor-Kevin Kito

ATTEST:



TOWN CLERK - Emily Chait

Approved as to form:



TOWN ATTORNEY - Frederick J. Murphy, Jr.

Ordinance No. 04-101

EXHIBIT "A"

Page 1 of 2

Legal Description of subject parcel(s) being proposed for voluntary annexation

27282000000044020

SW ¼ of SW ¼ Less N 128 FT THEREOF & LESS CANAL R/W

The SW ¼ of SW ¼ of Section 20, Township 28 South, Range 27 East, LESS AND EXCEPT the North 128 feet thereof; and subject to R/W of Peace River Valley Drainage Canal along the Westerly side thereof;

A portion of Section 20, Township 28 South, Range 27 East, Polk County, Florida, described as follows: The Southwest ¼ of the Southwest ¼ of said Section 20, LESS AND EXCEPT the North 128 feet thereof, and subject to right-of-way of Peace River Drainage District Canal long the Westerly side thereof, more particularly described as:

Commence at the Southwest corner of said Section 20, thence North 89°34'02" East, along the South boundary of said Section 20, a distance of 27.98 feet to a point on the East right-of-way of said canal, said point being the POINT OF BEGINNING; thence North 00°03'02" East, along said East right-of-way, a distance of 1192.89 feet, to a point on a line which is 128 feet South of the North line of the Southwest ¼ of the Southwest ¼, of said Section 20; thence North 89°22'34" East, along said line which is 128 feet South of said North line, a distance of 1287.63 feet to a point on the East line of the Southwest ¼, of the Southwest ¼ of said Section 20, thence South 00°29" West, along said East line, a distance of 1198.48 feet, to the Southwest corner of the Southwest ¼ of the Southwest ¼ of said Section 20, thence South 89°37'13" West, along the South line of said Section 20, a distance of 1278.52 feet to the POINT OF BEGINNING.

Containing 35.25 acres.

Ordinance No. 04-101

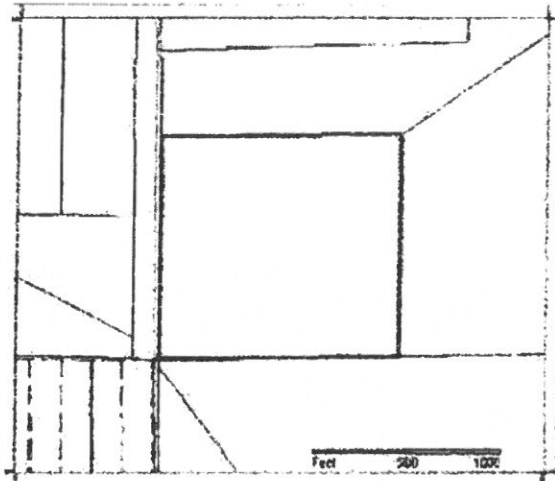
EXHIBIT "A"

Page 2 of 2

**Legal Description of subject parcel(s)
being proposed for voluntary annexation**

27282000000044020

SW ¼ of SW ¼ Less N 128 FT THEREOF & LESS CANAL R/W





Town of Dundee

201 Center Street PO Box 1000 Dundee, Florida 33838 (863) 419-3114 Fax (863) 419-3186 Suncom 515-8950

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: Baxter Groves

Mailing Address: 120 Selva Vis. Winter Haven 33884 Phone: (863) 294-7411

Name of Representative, if applicable: Beard Knapp Development, LLC

Mailing Address: 4500 US Hwy 92 E, St #1030 Lakeland Phone: (863) 665-0185

Reason for Request: _____

Property Identification

Property Address or General Location: _____

Present Use of the Property: _____

Existing Structures Located on the Site: _____

Total Acreage: 34± Ac Number of Residents on Site: 0

Assessed Property Value: \$57,300 Taxable Value: \$57,300

Legal Description of the Property: See Attached Deed

Section: 20 Township 28 Range: 27

Subdivision: 000000

Parcel I.D.#: 044020

Planning and Zoning Information

Present County Future Land Use Designation: _____

Requested City Zoning Classification: PUD

Requested City Future Land Use Designation: RS22 ROR

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: _____

Town of Dundee
page 2

Annexation Application

OWNER'S SIGNATURE PAGE

(I) (We), _____ 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.

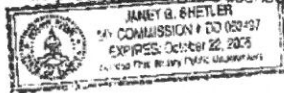
OWNERS

<u>Baxter Groves</u>	
<u>Dana F. Baxter Jr.</u>	<u>- Gen. Partner</u>
Signature of Owner	Signature of Owner
<u>Dana F. Baxter Jr.</u>	
Printed Name of Owner	Printed Name of Owner
Signature of Owner	Signature of Owner
Printed Name of Owner	Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 22 day of July, 2024, by Dana F. Baxter Jr., who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



Janet G. Shetler
Notary Public
Notarial Seal and Commission
Expiration Date

(F.S. 229.06(2))

Town of Dundee

Annexation Application

page 3

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We) Randall L. Knapp, Managing Member 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)

Randall L. Knapp Development, LLC
Randall L. Knapp, Managing Member
 Signature of Agent, Lessee, or Buyer(s)
Randall L. Knapp, Managing Member
 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)

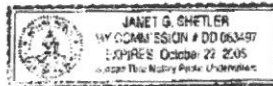
Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA
 COUNTY OF POLK

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

The foregoing instrument was acknowledged before me this 21 day of July
 2004, by Randall L. Knapp who is personally known
 to me or who has produced a driver's license as identification and who did not take an oath.

Janet D. Shetler
 Notary Public
 Notarial Seal and Commission
 Expiration Date



Please Return To:
 Town Clerk
 Town Hall - Town of Dundee
 105 Center Street
 Post Office Box 1000
 Dundee, Florida 33818

Space For Recording

CERTIFICATION OF OWNERSHIP AND CONSENT TO ANNEXATION

(I) (We), _____, hereby certify that (I am) (we are) the legal owner (s) of the property or properties specifically identified as Polk County Property Appraiser's Parcel Identification Number: 202827-000000-044020

Further, (I) (we) hereby consent to the annexation of the above-referenced property or properties, to the Town of Dundee, as generally depicted on the map attached hereto.

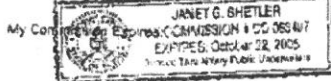
(I) (We) understand that in reliance upon this consent to annexation that the Town shall expend considerable time and resources toward effectuating the annexation. Therefore, this consent to annexation is irrevocable for a period of one (1) year from the date of its execution.

(I) (WE) UNDERSTAND THAT (I) (WE) WILL NOT BE ABLE TO REVOKE, RESCIND OR WITHDRAW THIS CONSENT TO ANNEXATION FOR A PERIOD OF ONE (1) YEAR FROM THE SIGNING HEREOF. This agreement may be duly recorded in the Public Records of Polk County, Florida, and the terms contained herein shall constitute a covenant running with the land, binding on all owners, successors, heirs, and assigns.

If (I am) (we are) executing this document on behalf of a corporate or partnership owner of land, (I) (we) I do so with the full knowledge and authority of said corporation or partnership
 SIGNED this 21st day of July, 2004.

By: Dana F. Baxter Jr.
 Printed Name of Owner

SWORN AND SUBSCRIBED before me, the undersigned authority, by Dana F. Baxter Jr. who is personally known to me, _____ who has produced a drivers license, DL# _____ as identification



Janet G. Shetler
 NOTARY PUBLIC, STATE OF FLORIDA

3068 0278
POLK OFF. REC. PAGE

WARRANTY DEED

THIS WARRANTY DEED is made this 14 day of February, 1992, by DANA F. BAXTER (the "Grantor"), to BAXTER GROVES, a Florida general partnership, the address of which is P. O. Box 1879, Winter Haven, Florida 33882 (the "Grantee").

Grantor, in consideration of TEN DOLLARS (\$10.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, grants and conveys to Grantee that real property located in Polk County, Florida, more particularly described as follows:

The SW-1/4 of SW-1/4 of Section 28, Township 28 South, Range 27 East, LESS AND EXCEPT the North 128 feet thereof; and subject to R/W of Peace River Valley Drainage Canal along the Westerly side thereof;

AND

Together with and including the maturing citrus fruit crop for 1991-92 season now situated thereon.

SUBJECT TO taxes for 1992 and subsequent years.

The property is not the homestead or residence of the Grantor, nor is it contiguous to the homestead or residence of Grantor.

Grantor does hereby fully warrant the title to such property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed on the date first above written.

Witnesses:

[Signature]
Name JOHN P. BAXTER

[Signature]
Name JOHN P. BAXTER

[Signature]
DANA F. BAXTER
Address: 4111 Pineland Rd
Winter Haven, FL 33882
Documentary Tax Ptd. \$ 1710.00
Intangible Tax Ptd. \$ 0
E. D. "Bud" Olson, Clerk, Polk Co.
By [Signature] Deputy Clerk

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14 day of February, 1992, by DANA F. BAXTER, who is personally known to me or has produced _____ as identification and did take an oath.

[Signature]
Notary Public
Name SEYMOUR J. [Signature]

My Commission Expires:

This instrument prepared by:
Kerry M. Wilson, Esq.
P. O. Drawer 7609
Winter Haven, FL 33881

NOTARY PUBLIC, STATE OF FLORIDA
1500 N. WILSON DRIVE, APT. 2, 1994

FILED
02/17/92
11:17
BY
CLERK
POLK COUNTY, FLA

FILED, RECORDED AND
RECORD NUMBER
C.B. "BUD" OLSON, CLERK, CL. CL.
POLK COUNTY, FLA
BY [Signature] CC

4


This instrument was prepared based on information and a legal description provided by the parties and no title information was requested or given.

020669

1992 FEB 21 PM 3 16

1500
02-1500

Polk County Property Appraiser Property Information Card

Parcel ID: 4724290000004020 Owner: BAXTER OVERSE Multi-Owner(s): Mailing Address: 720 HILDA VIS WINTER HAVEN 33884 1651 Site Address:		Value Information Land Value: \$372,000.00 Imp. Value: \$0.00 Misc. Item(s) Value: \$0.00 Total Land Value (Market): \$372,000.00 Assessed Value: \$37,300.00 Exempt Value: \$0.00 Taxable Value: \$57,300.00 General Property Information Neighborhood #: 140590 Subdivision #: 000000 Subdivision Name: NOT IN SUBDIVISION Land Use Code (LUC): 6501 LUC Description: Citrus w/ Irrig. Legal Description: 0.174 OF SW 1/4 LOTS 8 174 FT TOWNSHIP 6 N 174 FT		Tax Information Property Tax: \$954.67 Pct: Special Assessments: 30000 Tax District: 16.82 Millage:		Sketch  Sorry no sketch available for this record	
Sales Information Grantor Name: V Vacant / Insurance: Sale Date: 01-February-1992 Sale Amt: 2285,900.00 CR Bank: 3068 CR Page: 7278 Deed Type: W Multi-Party Sale: 0.1		SALE 1 SALE 2 SALE 3					
Miscellaneous Item(s) Information Yr Bt: 01 Eff Yr Bt: 01 Area: 01		Description DOMESTIC Midover Disability Other		Exemption Information Amount: \$0.00			
Land Information Eff Front: 31 Depth: 3 Units / Type: 34 AC Ag: 34 TRS: 34 RD: 34		Class CITRUS CITRUS CITRUS U		Ag Information Sub Class R-M R-M R-M U			
Classification 0000		Residential Information Yr Bt: 01 Eff Yr Bt: 01 Chir: 01 Structure Description: Area (Total Under Roof):		Commercial Information Yr Bt: 01 Eff Yr Bt: 01 Chir: 01 Structure Description: Area (Total Under Roof):			

Please Note: All Value Information is as of the last certified tax roll. Historic and continuous exemptions are not reflected in these tables. The information provided is believed to be correct but is subject to change and is not guaranteed.

2/27/2014

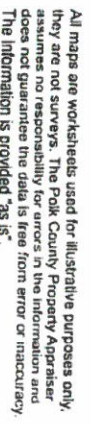
4

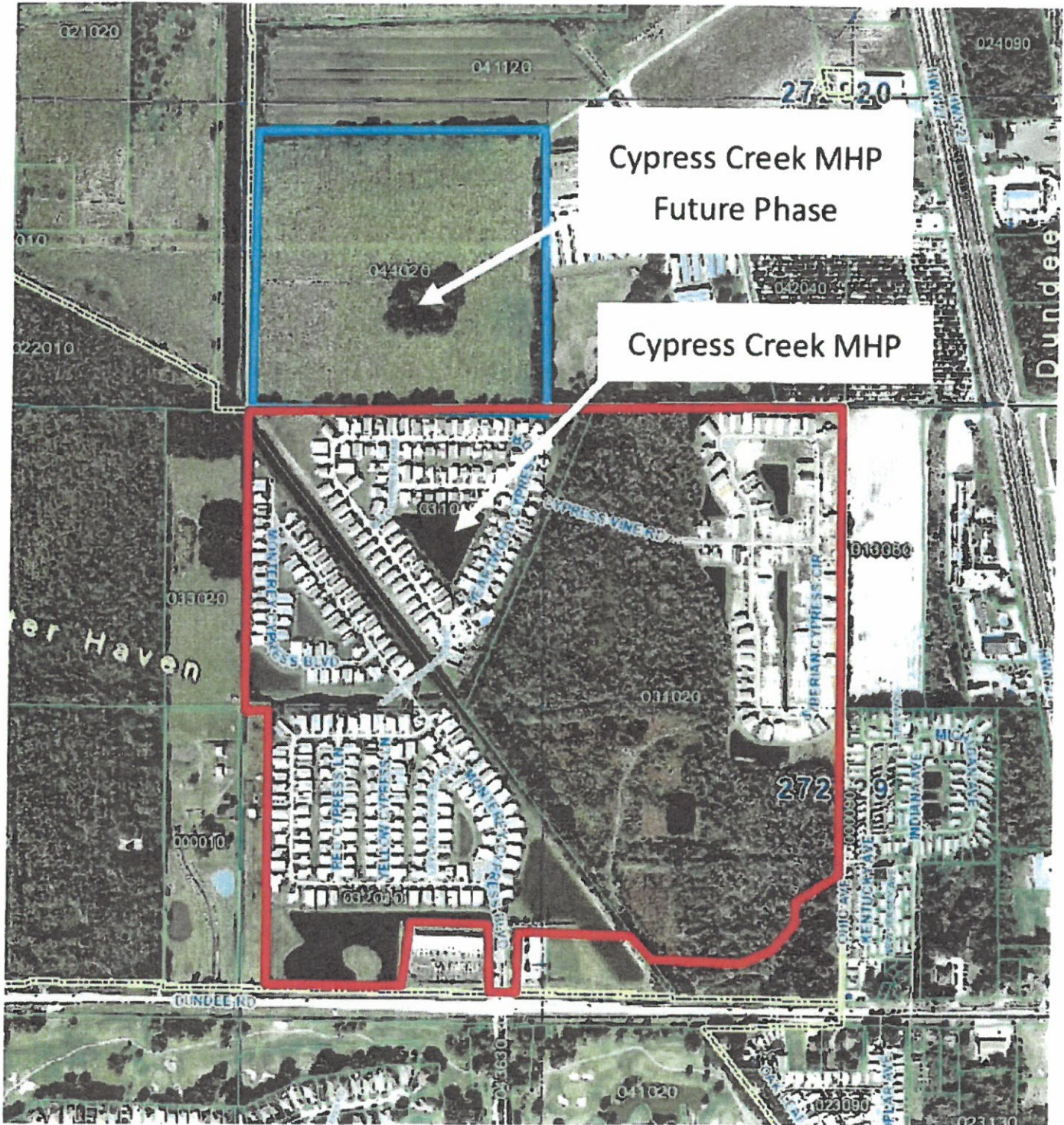
EXHIBIT C



SITE PLAN SUMMARY

General Property Information	
Total Land Area (ac.)	35.09
Parcel ID Numbers	272820000000044020
Proposed Housing Types	
Mobile Home Lots	145
Total Proposed Housing Units	145
Proposed Residential Density	4.19 units / ac.





**CONSTRUCTION PLANS
FOR
CYPRESS CREEK VILLAGE PHASE V
MOBILE HOME PARK EXPANSION**

Dundee, Florida

Section 20, Township 28 S., Range 27 E.

VICINITY MAP



VICINITY MAP

500 S. Florida Ave, Suite 700
Lakeland, FL 33801

CENTURY COMPANIES

Prepared For

[illegible]

ENGINEER OF RECORD:

HUNTER ENGINEERING, INC.

ENGINEER, BRYAN A. HUNTER, P.E.
P.E. NO.: 53168
4900 DUNDEE ROAD
WINTER HAVEN, FLORIDA, 33884
PHONE (863) 676-7770
FAX (863) 965-0181
CERTIFICATE OF AUTHORIZATION #8394

City Winter Haven Utility Notes:

- [illegible]

14 RECORD DRAWING REQUIREMENTS AND SUBMITTAL.

14 RECORD DRAWING REQUIREMENTS AND SUBMITTAL.

Upon completion of public utility improvements and before acceptance by the City, the developer's engineer shall submit "a detailed description of the proposed improvements, including the location and design of the utility main system, including the type of pipe and fittings. At least three different types of pipe shall be submitted in 1/2" x 3" format, including the profile file, and a hard copy of a section and detail of the proposed system. Record drawings must show changes to field or

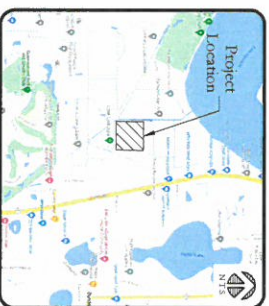
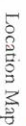
information printed inside the original. Significant changes such as page, section or alignment should be highlighted on the drawings using a cloud. The Record Drawings should include the following information:

- [illegible]

located within the City using easement will be operated and maintained by the City of Windsor Haven.

17. It is hoped that the work with the City Inspector's supervisor. The contractor shall coordinate the work with the City Inspector

Sheet Title	Sheet No.
Cover Sheet	C100
General Notes & Specifications	C101
Minimum As-Built Requirements and Details	C102
Overall Existing Basin Plan	C103
Existing Conditions / Demolition Plan	C104
Overall Development Plan	C105 - C106
Site Layout Plans	C107
Overall Post-Dev. Drainage Plan	C108 - C109
Paving, Grading & Drainage Plans	C110
Pond Cross Sections	C111 - C112
Water System Plans	C112A
Directional Bore Cross Section	C113
Overall Sanitary Sewer Plan	C114 - C115
Sanitary Sewer Plans	C116 - C120
Plan & Profiles	C201
Construction Details	C202
Water System Details	C203
Sanitary Sewer Details	C204
Lift Station Plan & Details	C205
Stormwater Pollution Prevention Plan	C206



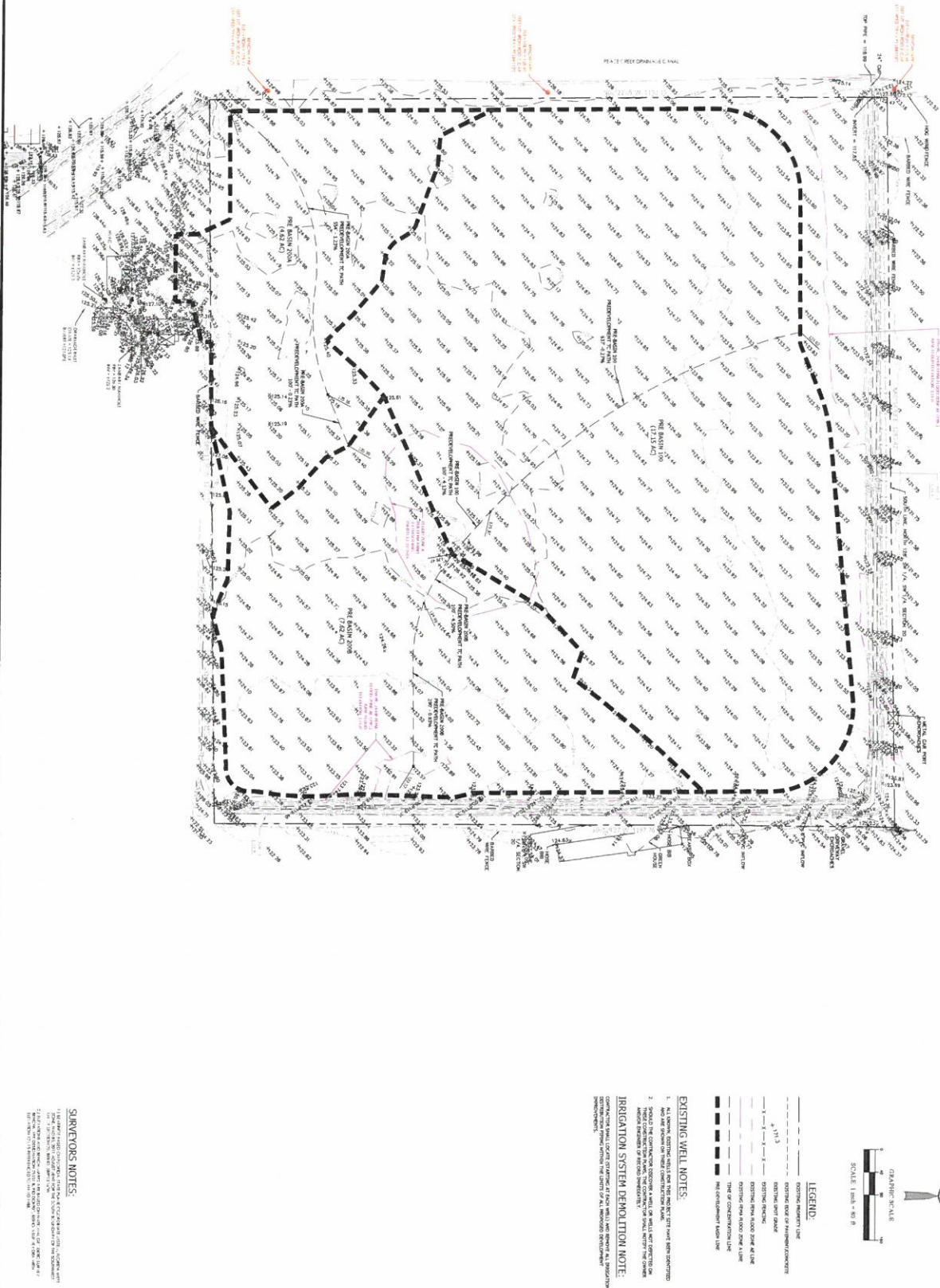
Location Map

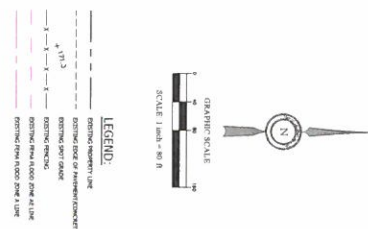


Customer Copy

Form & Order # 8 _____ Date _____
Qty. Inv. Used _____
C.O. #00176

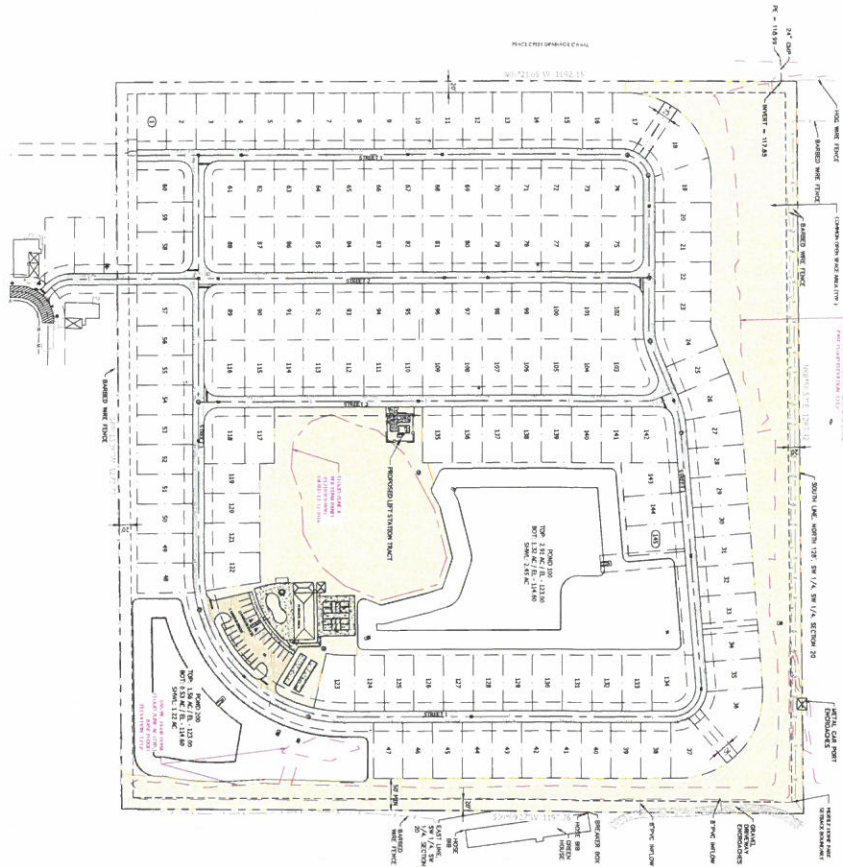
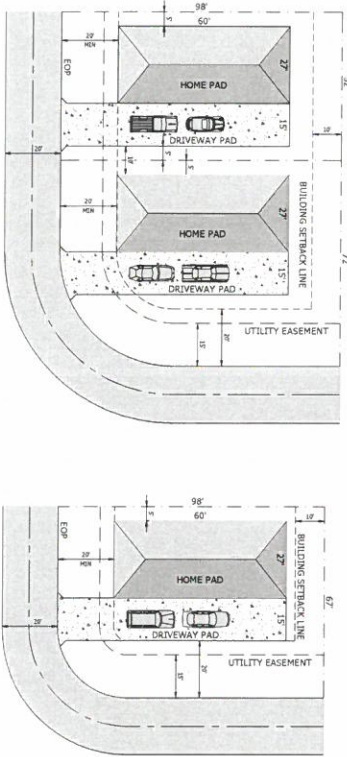
C100





SURVEYORS' NOTES:

TYPICAL LOT LAYOUTS



SITE PLAN SUMMARY

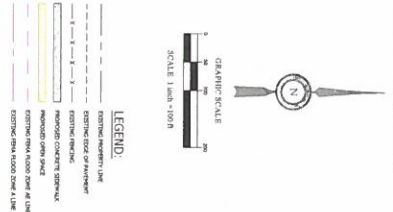
General Property Information
Total Land Area Owned (Ac.) 35.09
Parcel ID Number 27280000000004020

Proposed Future Land Use Designation (CIN) MCR - Medium Density Residential
Future Land Use Designation RMC - Park

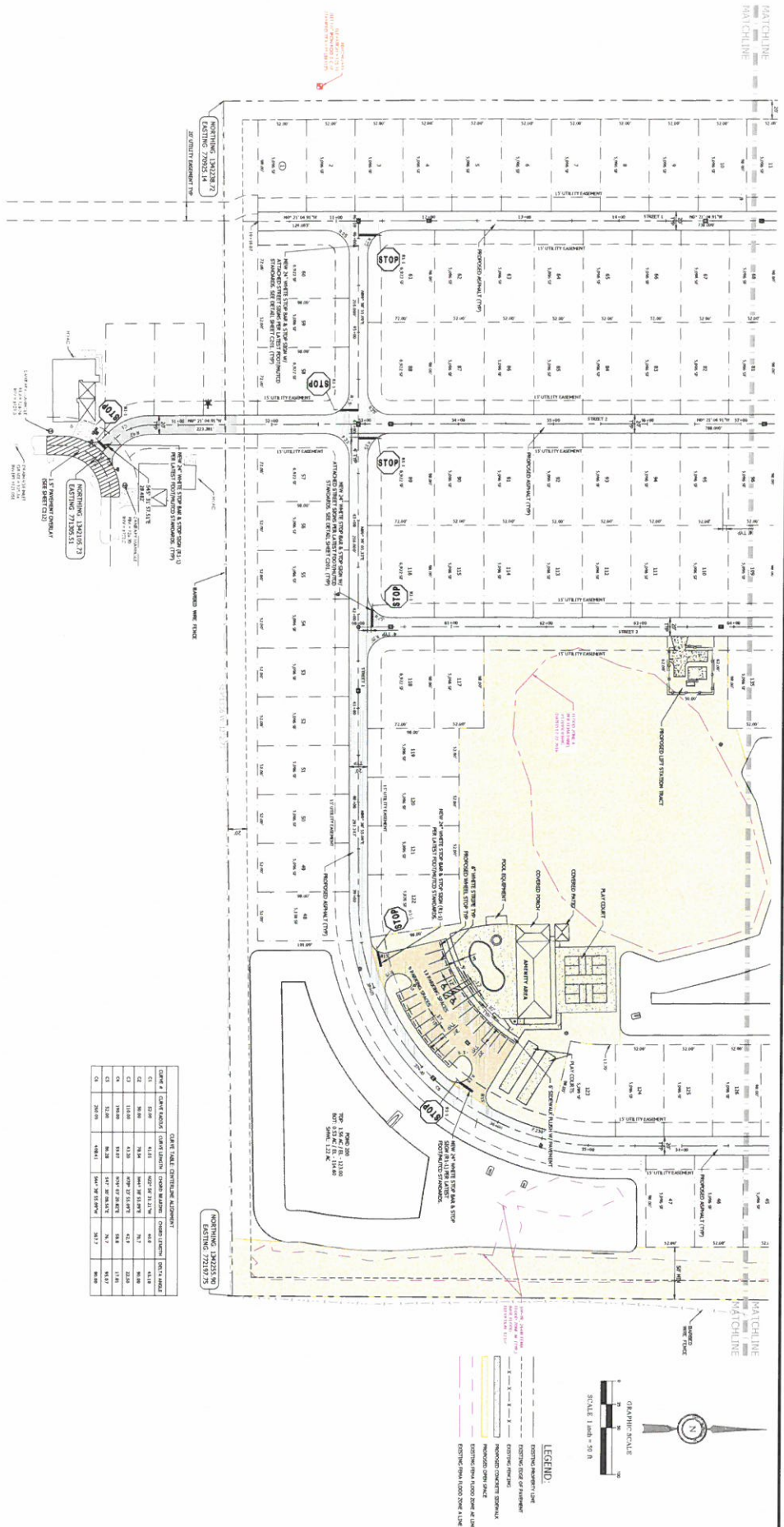
Proposed Housing Types
Single-Family Detached 145
Townhomes 146
Max Density 6.5 units/Ac.
Min. Floor Area 800 sq. ft.
Min. Lot Size 4,000 sq. ft.
Min. Lot Width 42'

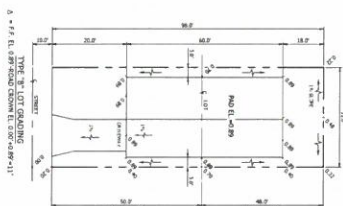
Area of Stormwater Retention (Ac.) 4.23

Open Space
Required Open Space (Ac.) 5
Provided Open Space (Ac.) 8.18







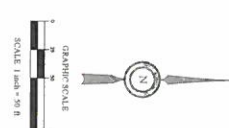


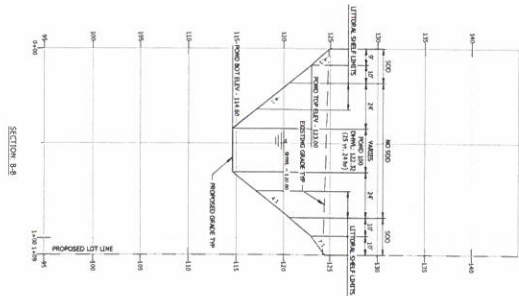
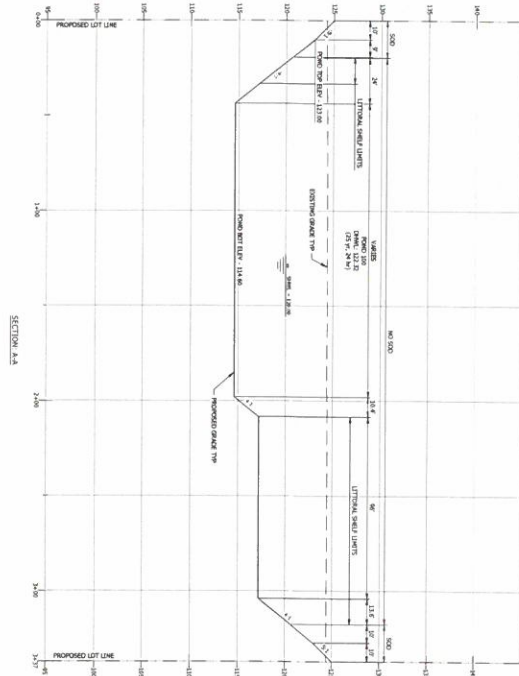
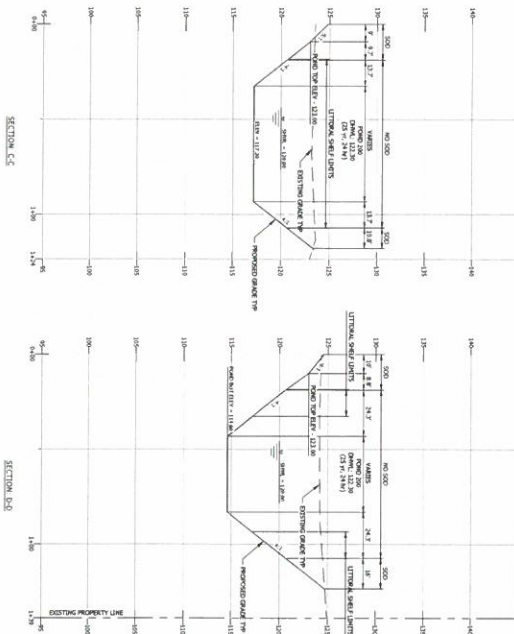
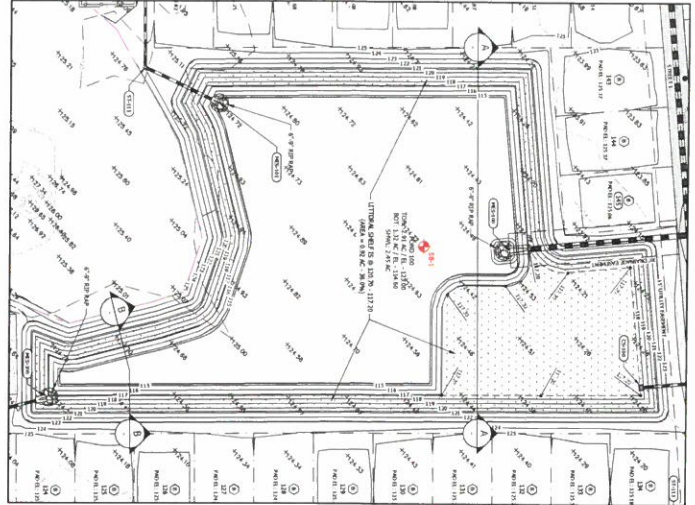
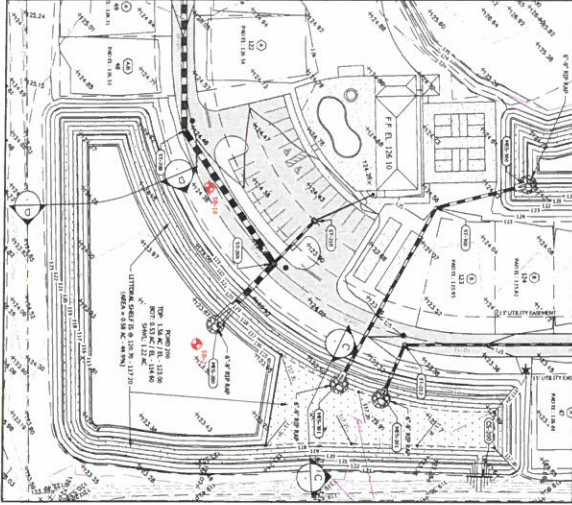
1.3. We are also pleased to announce that we will continue our efforts to support the development of the U.S. economy and the well-being of our customers. We will continue to invest in research and development, and we will continue to support the development of the U.S. economy and the well-being of our customers.



120





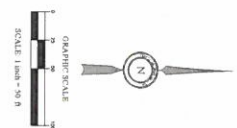


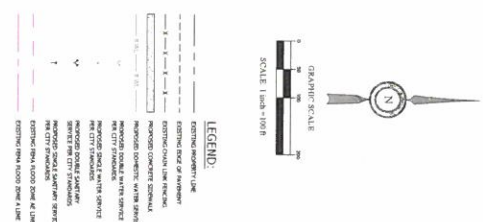
SCALE: HORIZ - 1" = 30'
VERT - 1" = 6'

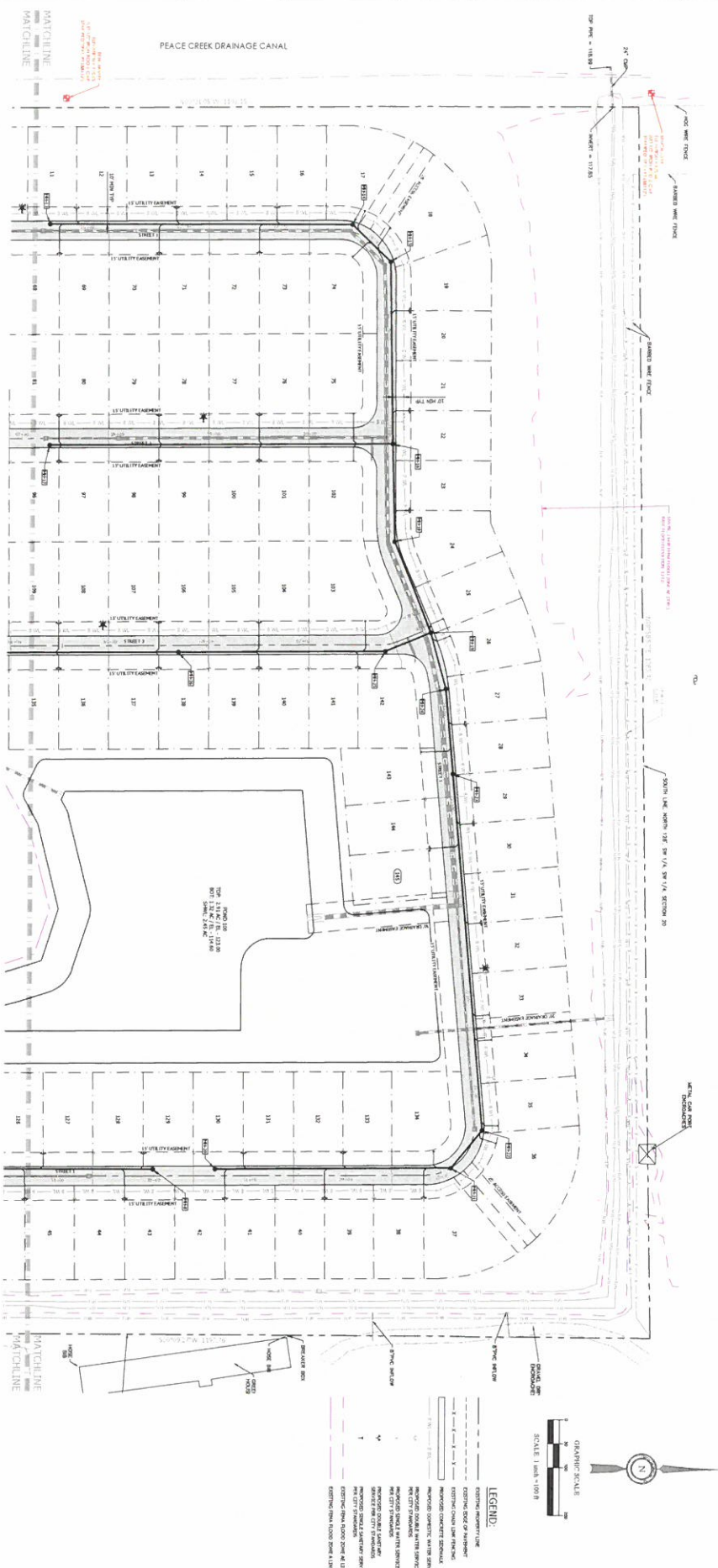
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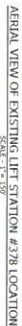


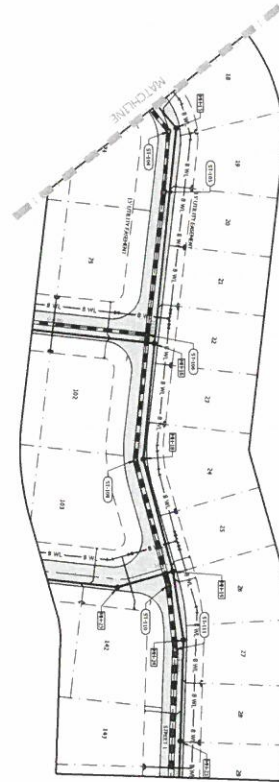
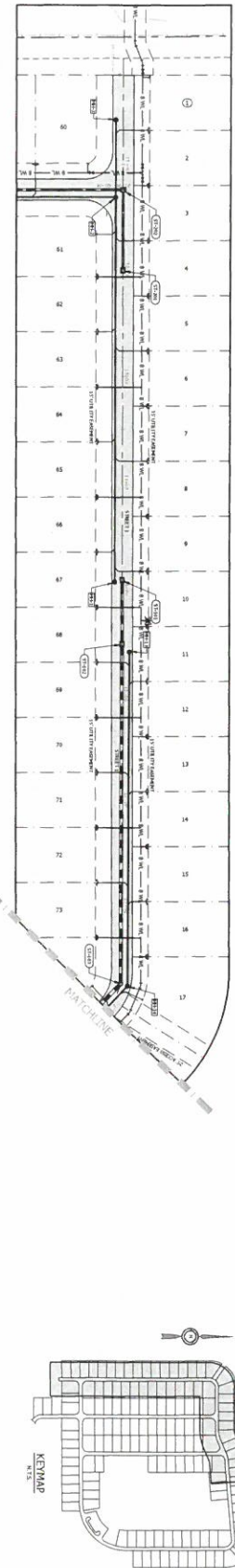






[illegible]

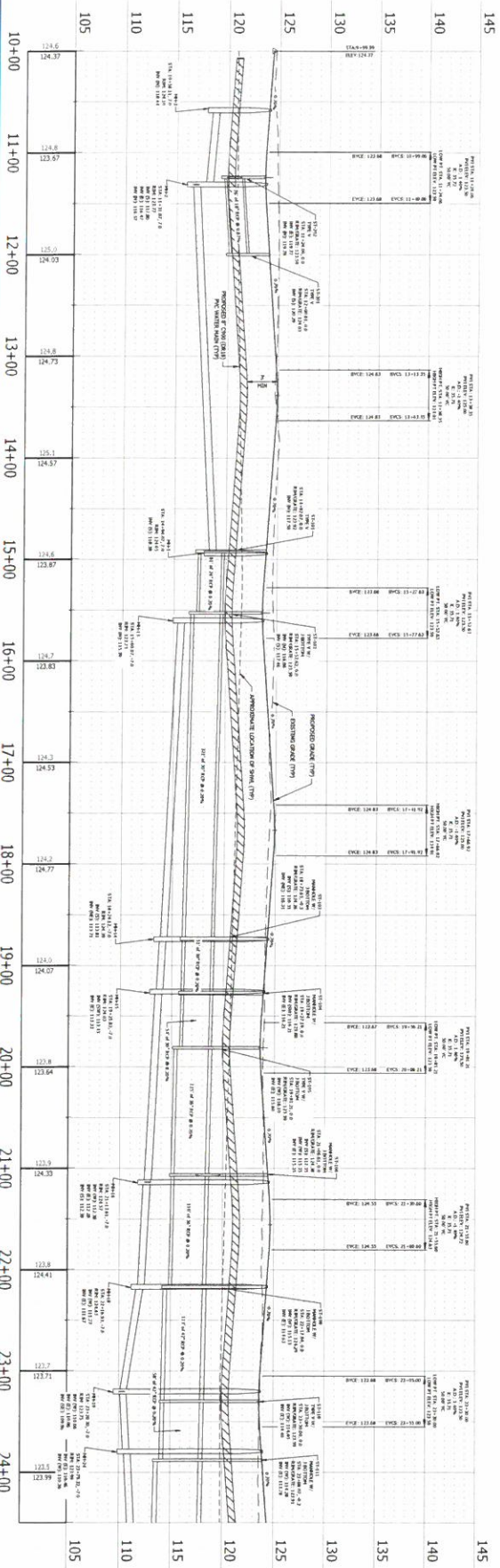




STREET 1

NOTE:
PROPOSED BRIDGE MAIN IS NOT SHOWN IN PROFILE FOR CLARITY.

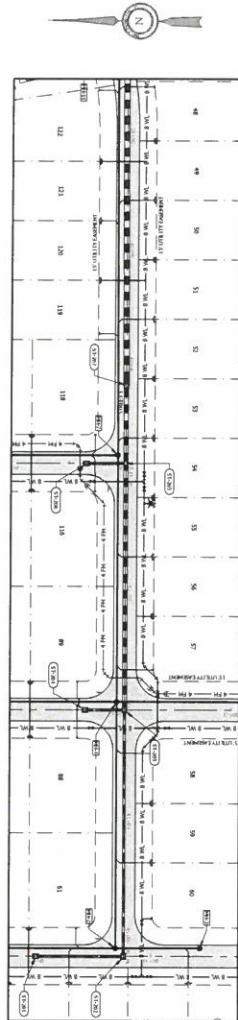
SCALE: HORIZ. - 1" = 50'
VERT. - 1" = 5'





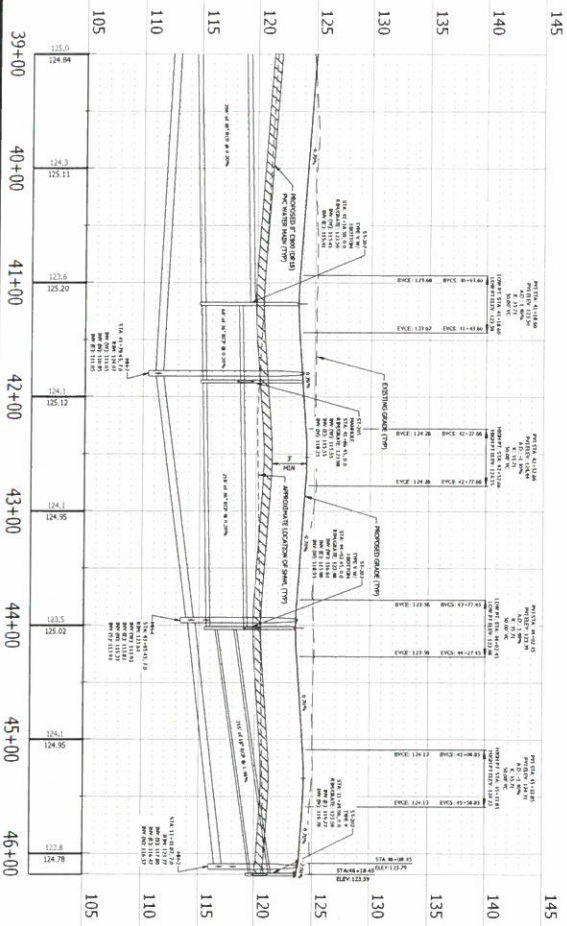
SCALE: HORIZ - 1" = 50'
VERT - 1" = 5'



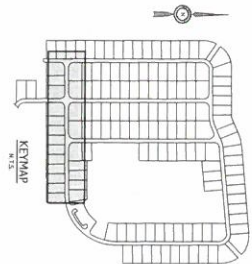


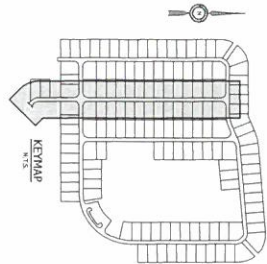
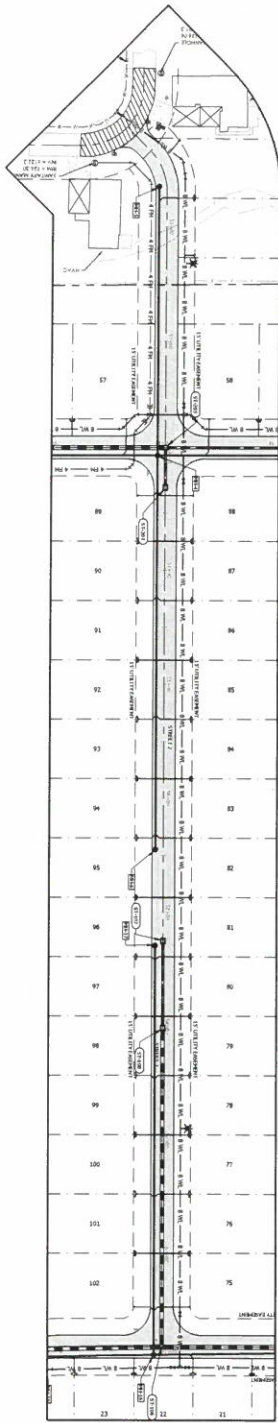
STREET 1

NOTE:
PROPOSED ROAD MAIN IS NOT SHOWN IN PROFILE FOR CLARITY.



SCALE: HORIZ. - 1" = 50'
VERT. - 1" = 5'

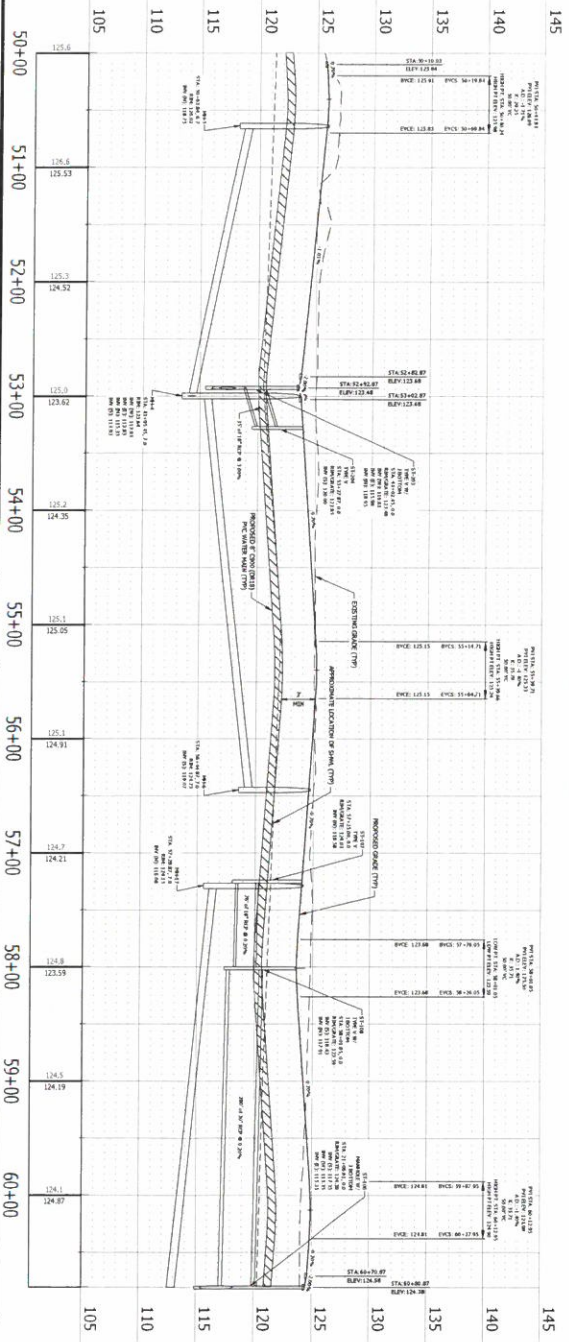




STREET 2

NOTES:
PROPOSED IMPROVEMENTS ARE NOT SHOWN IN PROFILE FOR CLARITY.

SCALE: HORIZ - 1" = 50'
VERT - 1" = 5'



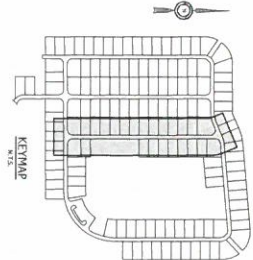
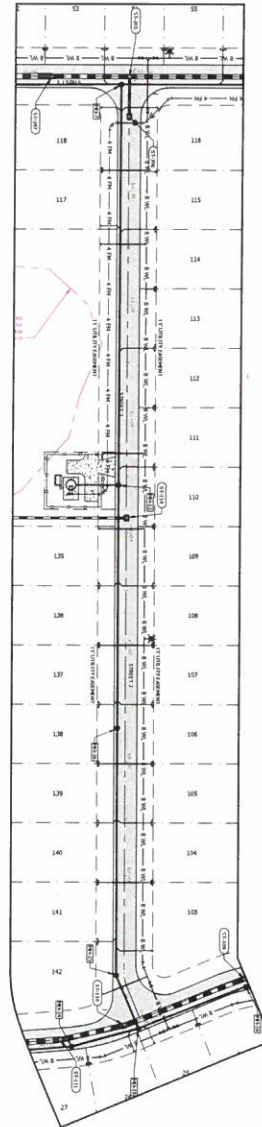
Construction Plans
For
Cypress Creek Village Phase V
Dundee, Florida

Prepared For
CRP III, LTD.
500 South Florida Ave
Suite 700
Fort Lauderdale, FL 33301

4900 Dundee Road
Winter Haven, FL 33884
Telephone: 863-676-7770
Facsimile: 863-965-0181
C.A. #8394

HUNTER
ENGINEERING

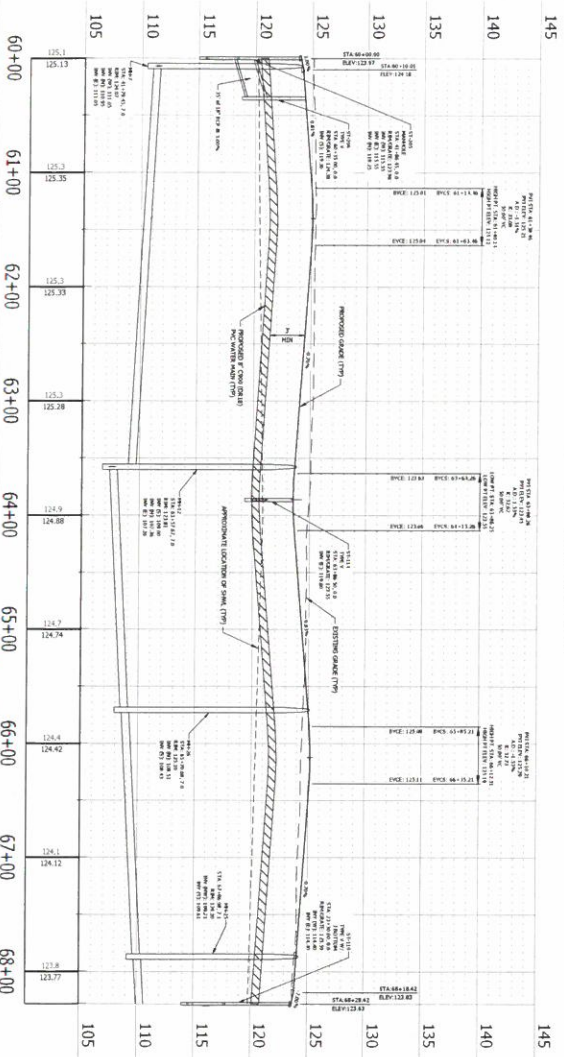
PLAN & PROFILE

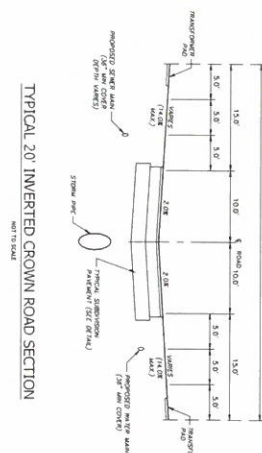
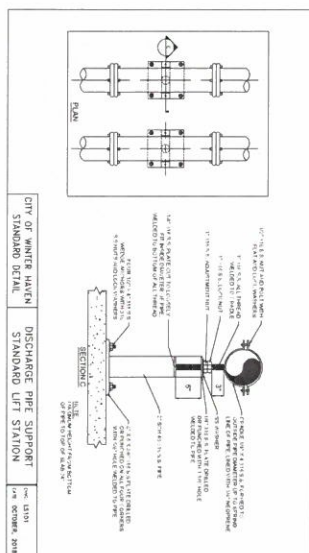
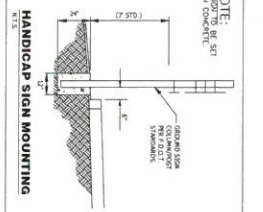
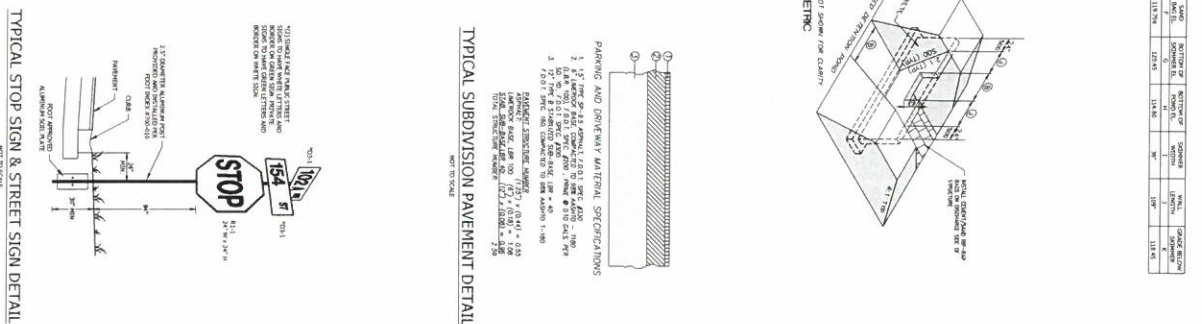




STREET 3

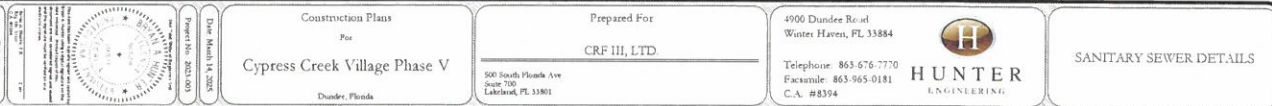
NOTE:
PROPOSED GRADE PAVER IS NOT SHOWN IN PROFILE FOR CLARITY.

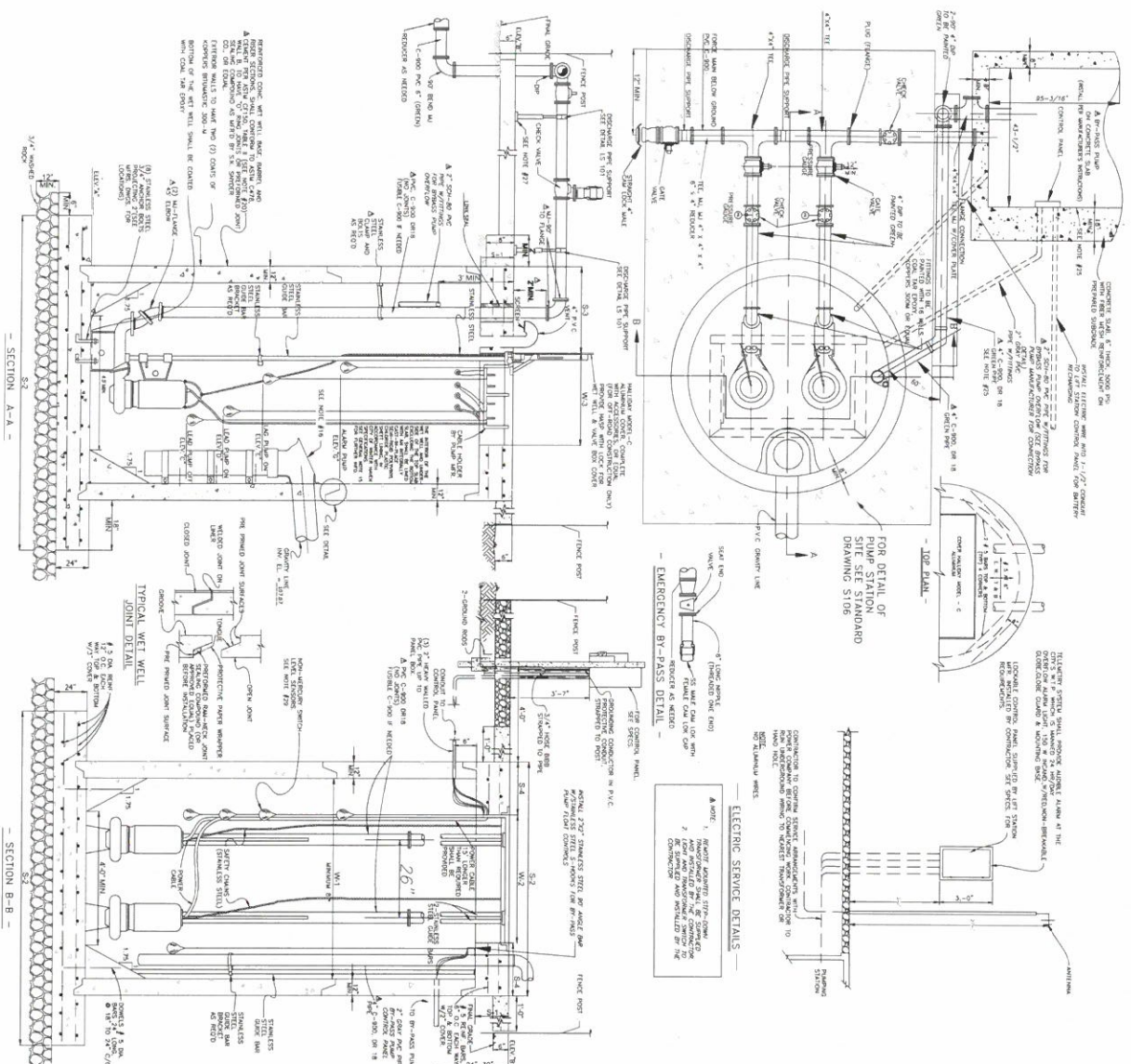
SCALE: HORIZ - 1" = 50'
VERT - 1" = 5'





	<p>Construction Plans For Cypress Creek Village Phase V Dunedin, Florida</p>	<p>Prepared For CRF III, LTD.</p> <hr/> <p>500 South Florida Ave Suite 700 Lakeland, FL 33801</p>	<p>4900 Dundee Road Winter Haven, FL 33884</p> <p>Telephone: 863-676-7770 Facsimile: 863-965-0181 C.A. #2394</p>	 HUNTER ENGINEERING	<p>WATER SYSTEM DETAILS</p>
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Seth Claytor

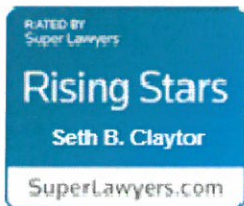
From: Lorraine Peterson <lpeterson@Townofdundee.com>
Sent: Thursday, May 8, 2025 4:32 PM
To: Seth Claytor
Subject: Re: Cypress Creek MHP Resolution re: Site Plan Approval

Yes, I confirm that the approved set of plans meet the requirements of the LDC. Please continue with the Resolution.

Sent from my T-Mobile 5G Device
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From: Seth Claytor <seth@bosdun.com>
Sent: Thursday, May 8, 2025 4:27:17 PM
To: Lorraine Peterson <lpeterson@Townofdundee.com>
Subject: FW: Cypress Creek MHP Resolution re: Site Plan Approval

Seth Benton Claytor, LL.M, Esq.
Partner
Boswell & Dunlap, LLP
245 South Central Avenue
Bartow, FL 33830
P: (863) 533-7117
F: (863) 533-7412



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Seth Claytor

From: George Deakin <george@deakinproperties.com>
Sent: Wednesday, May 7, 2025 8:55 AM
To: 'Lorraine Peterson'; Seth Claytor
Cc: Brenda Carter; Joseph Carbone; Alan Rayl; John Murphy; Beth Hunt; Johnathon Vice
Subject: RE: REPLY, Cypress Creek MHP Resolution re: Site Plan Approval
Attachments: Traffic Review Comment 040325, Cypress Creek Village, Phase 5.pdf

Lorraine, Seth,

RE: Cypress Creek MHP Resolution re: Site Plan Approval

Attached are my April 3, 2025, transportation review comments on the Cypress Creek Village MHP, Phase 5

Based on my review of the Applicant's Minor Traffic Study, I concluded that there are no significant transportation impacts.

George Deakin, P.E.
Deakin Property Services, Inc.
2905 Bayshore Boulevard
Suite 200
Tampa, FL 33629
Office: 813-839-2811
Mobile: 813-765-9796
E-Mail: George@DeakinProperties.com



2905 Bayshore Boulevard
Suite 200
Tampa, FL 33629
(O) 813-839-2811

Ms. Brenda Carter
Development Services
124 Dundee Road
Dundee Florida, 33838

RE: Transportation Review Comment 04/03/25, on Cypress Creek Village, Phase 5.
Minor Traffic Study submitted to the Town of Dundee Florida

Dear Ms. Carter,

As requested, per transportation review subconsultant contract with Rayl Engineering and Surveying, LLC, below is my transportation review comment on the Cypress Creek Village, Phase 5, Minor Traffic Study submitted to the Town of Dundee, Florida.

Comment:

Based on the Minor Traffic Study submitted to the Town of Dundee, I concluded that there is no significant traffic impact resulting from the Cypress Creek Village, Phase 5.

Sincerely,

Deakin Property Services, Inc.

A handwritten signature in blue ink, appearing to read "G. Deakin".

George Deakin, P.E.
Vice President
Office: 813-839-2811
Mobile: 813-765-9796
E-Mail: George@DeakinProperties.com

[https://deakinproperties-my.sharepoint.com/personal/george_deakinproperties_com/Documents/Barbara Deakin - Master/Documents/GEORGE'S FILES/Dundee, Town, Traffic Consultant/Cypress Creek Village/Traffic Review Comment 040325, Cypress Creek Village, Phase 5.docx](https://deakinproperties-my.sharepoint.com/personal/george_deakinproperties_com/Documents/Barbara%20Deakin%20Master/Documents/GEORGE'S%20FILES/Dundee,%20Town,%20Traffic%20Consultant/Cypress%20Creek%20Village/Traffic%20Review%20Comment%20040325,%20Cypress%20Creek%20Village,%20Phase%205.docx)

From: [Caleb Wingo](#)
To: [George Deakin](#); [Johnathon Vice](#); [Raymond Morales](#); [Lorraine Peterson](#); [Tracy Mercer](#); [Joseph Carbone](#); [Alan Rayl](#); [Seth Benton Claytor \(Seth@BosDun.com\)](#)
Cc: [Brenda Carter](#)
Subject: RE: Cypress Creek MHP Addition
Date: Tuesday, April 29, 2025 7:36:39 AM
Attachments: [image003.png](#)

Our firm does not.

Thanks,
 Caleb Wingo, EI
 Project Engineer
 810 East Main Street
 Bartow, FL 33830
 o 863-537-7901
 c 863-325-6784
caleb@raylengineering.com
www.raylengineering.com



From: George Deakin <george@deakinproperties.com>
Sent: Monday, April 28, 2025 8:14 PM
To: Johnathon Vice <jvice@Townofdundee.com>; Raymond Morales <rmorales@townofdundee.com>; Lorraine Peterson <lpeterson@Townofdundee.com>; Tracy Mercer <tmercerc@Townofdundee.com>; Joseph Carbone <jcarbone@Townofdundee.com>; Alan Rayl <alan@raylengineering.com>; Caleb Wingo <caleb@raylengineering.com>; Seth Benton Claytor (Seth@BosDun.com) <seth@bosdun.com>
Cc: Brenda Carter <bcarter@Townofdundee.com>
Subject: Re: Cypress Creek MHP Addition

I don't.

George Deakin

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From: Johnathon Vice <jvice@Townofdundee.com>
Sent: Monday, April 28, 2025 6:22:12 PM
To: Raymond Morales <rmorales@townofdundee.com>; Lorraine Peterson <lpeterson@Townofdundee.com>; Tracy Mercer <tmercerc@Townofdundee.com>; Joseph Carbone <jcarbone@Townofdundee.com>; George Deakin <george@deakinproperties.com>; Alan Rayl <alan@raylengineering.com>; Caleb Wingo <caleb@raylengineering.com>; Seth Benton Claytor

(Seth@BosDun.com) <seth@bosdun.com>

Cc: Brenda Carter <bcarter@Townofdundee.com>

Subject: Re: Cypress Creek MHP Addition

No ma'am

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From: Raymond Morales <rmorales@townofdundee.com>

Sent: Monday, April 28, 2025 5:03:35 PM

To: Lorraine Peterson <lpeterson@Townofdundee.com>; Tracy Mercer <tmercerc@Townofdundee.com>; Johnathon Vice <jvice@Townofdundee.com>; Joseph Carbone <jcarbone@Townofdundee.com>; George <george@deakinproperties.com>; Alan Rayl <alan@raylengineering.com>; Caleb Wingo <caleb@raylengineering.com>; Seth Benton Claytor (Seth@BosDun.com) <seth@bosdun.com>

Cc: Brenda Carter <bcarter@Townofdundee.com>

Subject: Re: Cypress Creek MHP Addition

I don't

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From: Lorraine Peterson <lpeterson@Townofdundee.com>

Sent: Monday, April 28, 2025 5:02:34 PM

To: Tracy Mercer <tmercerc@Townofdundee.com>; Raymond Morales <rmorales@townofdundee.com>; Johnathon Vice <jvice@Townofdundee.com>; Joseph Carbone <jcarbone@Townofdundee.com>; George <george@deakinproperties.com>; Alan Rayl <alan@raylengineering.com>; Caleb Wingo <caleb@raylengineering.com>; Seth Benton Claytor (Seth@BosDun.com) <seth@bosdun.com>

Cc: Brenda Carter <bcarter@Townofdundee.com>

Subject: Cypress Creek MHP Addition

Good afternoon, DRC Team

Does anyone have any outstanding questions or see any reason the Cypress Creek MHP addition should not go to May 13th Town Commission meeting?

Lorraine Peterson
Assistant Town Manager/Development Director
Town of Dundee
P.O. Box 1000
124 Dundee Road

Dundee, FL 33838-1000

Office: (863) 438-8330 Ext. 233

LPeterson@townofdundee.com



One Town One Team

Disclaimer: According to Florida Public Records Law, email correspondence to and from the Town of Dundee, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Please be advised: Do not wire or transfer funds without first confirming the transaction directly with the intended recipient through verified, trusted communication methods. Fraudulent requests for money transfers are common. Always verify before proceeding.

INTERLOCAL AGREEMENT
FOR POTABLE WATER AND WASTEWATER UTILITY SERVICES

THIS INTERLOCAL AGREEMENT FOR POTABLE WATER AND WASTEWATER UTILITY SERVICES (the "Agreement") is made and entered into this ____ day of ____, 2024, by and between the municipalities of the Town of Dundee (hereinafter the "Town"), and the City of Winter Haven (hereinafter the "City"), Florida municipal corporations organized and existing under the laws of the State of Florida (hereinafter collectively the "Municipalities").

FACTUAL RECTIALS

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

WHEREAS, Municipalities are vested with governmental, corporate and proprietary powers to enable it to conduct and perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, Baxter Groves (the "Owner"), a Florida general partnership, is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number 272820-000000-044020 (the "Property"); and

WHEREAS, Owner was conveyed fee simple ownership of the Property by virtue of that certain Warranty Deed (the "Deed") dated February 19, 1992, and recorded in Official Records Book 3068, Page(s) 0278, public records of Polk County, Florida; and

WHEREAS, copies of the Deed and Polk County Property Appraiser Parcel Details for the Property are attached hereto as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, on August 10, 2004, at a duly noticed public meeting, the Town Commission of the Town of Dundee passed and adopted Ordinance No. 04-101 (the "Ordinance") extending the corporate limits of the Town to include the Property within the

Town's municipal boundaries; and

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

WHEREAS, City currently provides potable water, wastewater, and reclaimed utility services to the *Cypress Creek Village Mobile Home Park Phases I – IV*; and

WHEREAS, Owner proposes to develop the Property (see **Exhibit "A"**) in order to design and construct the *Cypress Creek Village Phase V* (the "Development"); and

WHEREAS, copies of the proposed conceptual site plan and aerial depictions of the Development are attached hereto as **Exhibit "C"** and made a part hereof by reference; and

WHEREAS, Town and City acknowledge and agree that, on the effective date of this Agreement, the City has available capacity and the utility facilities readily available and necessary to provide potable water, wastewater, and reclaimed utility service(s) to the Development; and

WHEREAS, Town and City mutually agree and acknowledge that the City has no general duty to supply potable water and/or wastewater utility service(s) to area(s) outside its corporate limits; and

WHEREAS, Section 163.01, Florida Statutes, the *Florida Interlocal Cooperation Act*, authorizes the Town and City, which also possess home rule and other general law authority, to enter into agreements with each other to ensure the most efficient use of their respective powers and to exercise, jointly, any power, privilege, or authority which agencies share in common and which each might exercise separately; and

WHEREAS, Town and City acknowledge that an interlocal agreement entered into pursuant to the *Florida Interlocal Cooperation Act* ("FICA"), codified in Part I of F.S. Ch. 163, is considered a contract binding the parties thereto; and

WHEREAS, Town and City covenant and agree that they have the power and authority to enter into this Agreement and bind their respective governmental entities to the provisions of this Agreement; and

WHEREAS, Municipalities acknowledge that planned, orderly growth is essential to the economic and social well-being of the people of the Municipalities which are located in Polk County, Florida; and

WHEREAS, Municipalities acknowledge that orderly and economic growth depends in large part upon the ability of local governments to cooperate and provide an environment for development which includes, but is not limited to, the timely availability of public facilities and public services; and

WHEREAS, Municipalities acknowledge that public resources managed by local governments should be used in an efficient manner to foster growth and development in order to maximize the benefits of such growth and development to the residents and citizens; and

WHEREAS, Municipalities share and will share common municipal boundaries, and provide public utilities in the unincorporated areas surrounding the Municipalities, and recognize that interlocal cooperation in the provision of such services will prevent duplicate systems, eliminate confusion, foster planned and orderly expansion of public utilities, encourage controlled growth and development, prevent future conflict of utility and annexation boundaries, and maximize the beneficial use of public facilities, services and resources for the citizens and residents of the Municipalities; and

WHEREAS, Town and City acknowledge the validity and enforceability of the respective utility service area boundaries each has adopted, if any; and

WHEREAS, Town and City acknowledge and agree that, pursuant to the terms and conditions of this Agreement, City will provide extra-jurisdictional potable water, wastewater,

and reclaimed utility service(s) to the Development; and

WHEREAS, Town and City acknowledge and agree that, pursuant to the terms and conditions of this Agreement, the City will charge, bill, and collect from Town residents residing and/or located within the Development any applicable extra-jurisdictional utility service(s) rates which are established by the City in accordance with applicable Florida law; and

WHEREAS, Town and City acknowledge and agree that, for the sole purpose of providing utility service(s) to the Development, City will own, operate, and maintain the potable water, wastewater, and reclaimed utility lines located within the corporate limits of the Town; and

WHEREAS, Town and City agree to enter into this Agreement as a matter of intergovernmental cooperation and coordination; and

WHEREAS, Town and City acknowledge and agree that, by entering into this Agreement, it is the intent of the Municipalities to conserve and protect water resources in the interest of public health, safety and welfare, and to avoid circumstances giving rise to the aforesaid duplications and resulting in uneconomical and wasteful operations.

NOW THEREFORE, it is agreed and affirmed as follows: in consideration of the recitals, covenants, agreements and promises herein contained, the parties covenant and agree that the purpose of this Agreement is to extend and provide for the manner in which municipal potable water and wastewater utility service(s) for the proposed *Cypress Creek Village Phase V* will be provided.

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 entry into this Agreement, and the Town and City hereby adopt the above-referenced factual recitals as the legislative findings supporting the

entry into this Agreement between the Town and City.

2. **Definitions.** Term(s) used in this Agreement shall possess the meanings, interpretations and/or definitions assigned herein, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

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

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

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

“Development” means the design, construction, and improvements performed for the proposed *Cypress Creek Village Phase V* development project which is the subject of this Agreement and located on, over, under and across the Property.

“Effective Date” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the last date on which this Agreement is approved at a duly noticed public meeting and executed by the Town and City.

“Term” means the duration of this Agreement which shall commence on the Effective Date and expire and/or terminate in accordance with the provisions set forth in Section 9 of this Agreement.

3. **Interlocal Agreement and Purpose.**

Town and City agree to enter into this Agreement pursuant to such special and general constitutional and statutory legal authority which includes, but is not limited to Chapters 163, 166 and 180, Florida Statutes (2023), in order to address among other things the City’s provision of extra-jurisdictional water, wastewater and reclaimed water utility services for the proposed Development (as defined in §2 of this Agreement).

The purpose of this Agreement is to ensure that water, wastewater, and reclaimed utility facilities and service(s) needed to reasonably support the proposed Development which is located within the corporate limits of the Town are available, and this Agreement is also intended to establish and expressly memorialize the respective rights and general obligations

of the Town and City with respect to the ownership of the utility facilities and payment for said utility services.

4. **Operation and Maintenance of Facilities.**

Unless otherwise agreed to by the Municipalities, the utility facilities for potable water, wastewater, and reclaimed utility service(s) in and/or for the proposed Development (as defined in §2 of this Agreement) shall be owned and maintained by the City in accordance with the regulation(s) and requirement(s) prescribed by the City of Winter Haven Unified Land Development Code and/or City of Winter Haven Code of Ordinances; and any and all utility easements dedicated to the Town by the fee simple owner of the Property comprising the proposed Development within the corporate limits of the Town shall also run in favor of the City.

5. **Connection Fees and Establishing Customer Utility Accounts.**

At the time of building permit issuance for structures within the proposed Development (as defined in §2 of this Agreement), the Owner shall deliver payment to the City for all applicable connection fees for the Development and/or other applicable charges, rates, and fees set forth and/or established by the City for connecting to the City's utility system(s) and the provision of extra-jurisdictional utility service(s) at the time of service activation in accordance with City Code of Ordinances, policies and rules and regulations. Provided further that at the time that water, wastewater and reclaimed utility service is established for any structure within the Development then the customer/user within the Development shall establish an account(s) directly with the City for water, wastewater and reclaimed water utility services in accordance with applicable City Code of Ordinances, rules and regulations and as may be more specifically set forth in Paragraph 7(d) of this Agreement.

6. **Coordination of Planning Activities.**

The Municipalities recognize that to achieve the mutual goal of planning for and providing future development of their respective utility systems in an efficient, economic, and orderly manner, it will be necessary for each to maintain written communications with the other as necessary, concerning plans and actual development of water, wastewater, and reclaimed utility facilities which lie adjacent to the service area of the adjoining Municipality which may or could affect the adopted Comprehensive Plans for future development of the systems of the other party. The Municipalities shall provide written communication to the other when the review and approval of new land development occurs along the Municipalities' shared municipal and/or utility service area borders or where the new development may impact the other. Such written communication will promote planned and actual implementation of improved public utilities and facilities along the Municipalities' shared municipal and utility service area borders.

7. **Potable Water and Sanitary Sewer Areas.**

a. City water, wastewater and reclaimed utility services extended into the corporate limits of the Town and within the Town's utility service area shall be designed in such a way, where appropriate, to facilitate the connection and/or interconnection (i.e. force main locations, size, etc.) with the existing City's utility facilities currently servicing previous phases of the Development located within the municipal limits of the City. The Owner and/or applicable developer(s) shall be responsible for any and all costs in providing lines and other related utility infrastructure to service the Development in accordance with applicable laws, City ordinances, rules and regulations for the municipality providing utility services. The City may elect to, amongst other things, upsize the lines and alter force main locations which may also include, but shall not be limited to, requiring development exactions and/or developers to pay all costs and expenses of the design, permitting and construction of utility infrastructure in accordance with applicable laws, ordinances, rules and regulations.

b. Municipalities agree not to provide water, sewer, and/or re-use water utility services in the established utility service area(s) of the other municipality other than as set forth herein.

c. The utility facilities constructed for such water, wastewater and reclaimed utility services for the Development may be purchased by the Town when, if ever, it either has utilities and/or utility facilities available; and, pursuant to a separate written agreement, the terms and conditions for the transfer of service(s) and sale of utility facilities shall be agreed to and entered into by the Municipalities. Regardless of whether a sale is ever agreed upon, all Connection/impact fees shall be retained by the City for providing the water, wastewater and reclaimed utility services to the Development contemplated in this Agreement and said fees shall not be deducted from or accounted for in the purchase price of the facilities constructed for such utility services if a purchase ever occurs.

d. The City shall establish fees for providing utility services to the Development which is located within the corporate limits of the Town for the water, wastewater and reclaimed utility services, which are the subject of this Agreement, consistent with applicable Florida law and City Code of Ordinances. Provided further the City shall bill all customers directly within the Development for all water, wastewater, and reclaimed utility services provided to such customers in accordance with the City's ordinances, rules and regulations applicable for customers outside the City's municipal limits and as those may be amended from time to time. Town agrees to cooperate with City to the extent the City determines it necessary and/or desirable relating to the establishment of accounts with customers within the Development with the City for the provision of City water, wastewater and reclaimed water utility services therein.

8. **Service Not Required**. Nothing herein shall be construed to require the Municipalities to serve any customer or customers deemed by the respective municipality to

be not feasible, economically or physically, to serve. Further, this Agreement shall not be construed to place either a contractual, statutory, or any other legal obligation, on any of the parties hereto, to provide utility services outside its municipal and utility service area boundaries.

9. **Term of Agreement**. This Agreement shall remain in effect until such time as the City and Town mutually agree, in writing, to terminate the Agreement. This Agreement shall not be unilaterally terminated.

10. **Disclaimer of Third-Party Beneficiaries**. This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third-party not a formal party hereto.

11. **Disclaimer of Security**. Notwithstanding any other provisions of this Agreement, the parties hereto expressly acknowledge that they have no pledge of or lien upon any real property, personal property, or any existing or future revenue source of the other as security for any amounts of money payable by the other under this Agreement.

12. **Notice**.

Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when: (1) hand delivered to the official hereinafter designated; or (2) upon receipt of such notice when mailed by certified U.S. mail, postage prepaid, return receipt requested, addressed to a party at the address set forth opposite the party's name below or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

AS TO TOWN:	Tandra Davis Town Manager Town of Dundee 202 E. Main Street Dundee, FL 33838
-------------	--

COPY TO: *(which shall not constitute notice)*
 Albert C. Galloway, Jr., Esquire
 Albert C. Galloway, Jr., P.A.
 Special Counsel for Town
 Town of Dundee
 116 East Stuart Avenue
 Lake Wales, FL 33859-3339

AS TO CITY: T. Michael Stavres
 City Manager
 City of Winter Haven
 451 Third Street, N.W.
 Winter Haven, FL 33881

COPY TO: *(which shall not constitute notice)*
 Frederick John Murphy, Jr., Esquire
 City Attorney
 City of Winter Haven
 Boswell & Dunlap, LLP
 245 S. Central Ave.
 Bartow, FL 33830-4620

13. **Severability.**

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

14. **Applicable Law.**

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

15. **Assignment.**

This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto.

16. **Indemnification.**

16.1 Neither party hereto waives sovereign immunity except that consistent with all applicable State law, including, but not limited to Chapter 768, Florida Statutes, the parties agree to hold each other harmless for the negligent acts of itself, its officers, agents, and employees, but only to the extent permitted by law regardless of whether such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

16.2 If service provided hereunder is discontinued to a customer due to failure of the customer to pay for services provided, the party responsible for discontinuing service shall hold the other party harmless as to any and all claims or suits regarding such action.

17. **Entire Agreement; Effect on Prior Agreements.** This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

18. **Recordation.**

This Agreement shall constitute a covenant running with the Property which is the subject of the Development (as defined in §2 of this Agreement) and shall be recorded in the Public Records of Polk County, Florida.

19. **Counterparts.**

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

20. **Multiple Originals.** This Agreement has been prepared in duplicate in order that

each of the Municipalities will receive a fully executed original upon adoption and execution by the parties hereto.

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

[The balance of this page intentionally left blank.]

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

CITY OF WINTER HAVEN

By: _____
Nathaniel J. Birdsong, Jr., Mayor

ATTEST:

By: _____
Vanessa Castillo, MMC, City Clerk

LEGAL IN FORM AND VALID IF
ENACTED

By: _____
Frederick J. Murphy, Jr.
City Attorney

TOWN OF DUNDEE

By: _____
Samuel Pennant, Mayor

ATTEST:

By: _____
Trevor Douthat, Town Clerk

LEGAL IN FORM AND VALID IF
ENACTED

By: _____
Albert C. Galloway, Jr.
Special Counsel

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

CITY OF WINTER HAVEN

By: _____
Nathaniel J. Birdsong, Jr., Mayor

ATTEST:

By: _____
Vanessa Castillo, MMC, City Clerk

LEGAL IN FORM AND VALID IF
ENACTED

By: _____
Frederick J. Murphy, Jr.
City Attorney

TOWN OF DUNDEE

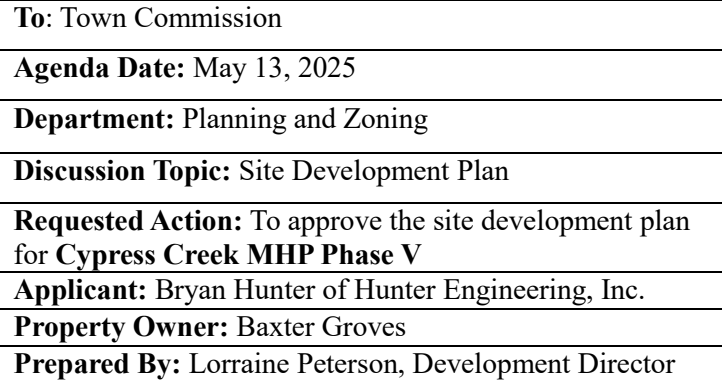
By: _____
Samuel Pennant, Mayor

ATTEST:

By: _____
Trevor Douthat, Town Clerk

LEGAL IN FORM AND VALID IF
ENACTED

By: _____
Albert C. Galloway, Jr.
Special Counsel



SITE LOCATION

The proposed site is located on 35.09 +/- acres of land, west of Highway 27, north of Dundee Road, in the Town of Dundee in Section 20, Township 28, Range 27, further described as parcel 27-28-20-000000-044020.

BACKGROUND

A FLUM amendment to Medium Density Residential (MDR) and a Zoning amendment to Residential Mobile Home 2 mobile home park (RMH-2) were passed and adopted July 9, 2024.

The Land Development Code requires a site development plan approval prior to the issuance of a building permit for a parcel of land proposed for a mobile home park, please see section 7.02.02 (2) of the LDC. Section 7.02.03 gives the procedures for such approval.

The Development Review Committee has reviewed the site development plan submitted by Hunter Engineering, Inc. and determined the plan is consistent with the comprehensive plan and land development code for the Town of Dundee.

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Site Development Plan

SITE DEVELOPMENT PLAN

Per Section 7.02.01 of the Land Development Code, the purpose of the Site Development Plan is to ensure that site-specific development projects meet the requirements of this code prior to the issuance of a building permit. It is the intent of this section that the site development plan process be a part of the building permit application process, in that the site development plan is the instrument by which improvements to the site will be constructed and inspected, and by which final inspection and certificate of occupancy shall be issued. Approval Site Development Plans are valid for one year from the date of approval. Upon approval of the Site Development Plan, the applicant may proceed with submitting detailed construction drawings to the appropriate town staff for permitting. These shall include, but are not limited to, detailed building plans, drainage and stormwater management facilities, road and driveway construction specifications, and tree removal plans.

ANALYSIS

The proposed site has a future land use of Medium Density Residential (MDR) and a zoning designation of Residential Mobile Homes-2 (RMH-2). According to the LDC, Section 2.02.01 (A) Table of Land Uses, mobile home parks are permitted uses in this zoning designation.

Potable Water

There is an interlocal agreement for potable water with the City of Winter Haven please see attachment.

Sewer

There is an interlocal agreement for wastewater with the City of Winter Haven please see attachment.

Solid Waste

Dundee transfers solid waste collected in the Town to the Polk County Landfill. As the operators of the landfill, the County plans for capacity for all municipalities in the county, as well as unincorporated areas. Polk County determined that there is sufficient landfill space for the county, including Dundee, to dispose of household garbage for approximately 65 years.

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Site Development Plan

Parking

According to section 2.02.02.08 RMH2 mobile home park (K) 2, for each mobile home site, two paved off-street parking spaces of ten feet by 20 feet each shall be provided. This requirement has been met.

Schools

Cypress Creek Village MHP is a 55 and over community therefore school concurrency is not applicable.

Roads

Cypress Creek Village Phase V MHP will share entrance and an exit with the existing phases, which are located in the City of Winter Haven

CONDITIONS

Conditions related to an interlocal agreement with the City of Winter Haven are included in the attachments.

DEVELOPMENT REVIEW COMMITTEE

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the site development plan for Cypress Creek Village Phase V MHP with specific regard to the codes and ordinances of the Town of Dundee and have given their approval.

DRC:

TOD Fire Chief- Chief Joseph Carbon
 TOD Public Works Director-Johnathan Vice
 TOD Utilities Director-Tracy Mercer
 TOD Utilities Supervisor- Raymond Morales
 TOD Development Director-Lorraine Peterson

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Site Development Plan

TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC

TOD Consulting Attorney- Seth Claytor of Boswell & Dunlap, LLP

TOD Transportation Subconsultant- George Deakin of Deakin Property Services, Inc.

TOWN COMMISSION REVIEW

Per Section 7.02.04, the Town Commission shall have the authority to review and approve or disapprove any site development plan. Alternatively, the development director may determine that a site development plan is inappropriate for administrative approval. In such cases, the town commission shall review and evaluate the site development plan with specific regard to the comprehensive plan, applicable town codes, and the advisory recommendations of town staff. The town commission shall approve, approve with conditions, or deny the site plan.

In the alternative, the commission may, for the purpose of allowing the applicant an opportunity to address unresolved issues, continue consideration of the site plan. In the event a site development plan is denied, the reason(s) for the denial shall be noted.

MOTION OPTIONS:

1. I move **approval** of the Site Development Plan for Cypress Creek Village Phase V MHP.
 2. I move **approval with conditions** of the Site Development Plan for Cypress Creek Village Phase V MHP.
 3. I move **denial** of the Site Development Plan for Cypress Creek Village Phase V MHP.
 4. I move **continuing** the Site Development Plan for Cypress Creek Village Phase V MHP to a certain date and time.
-

Attachments: Location Map

Site Plan

Resolution 25-14

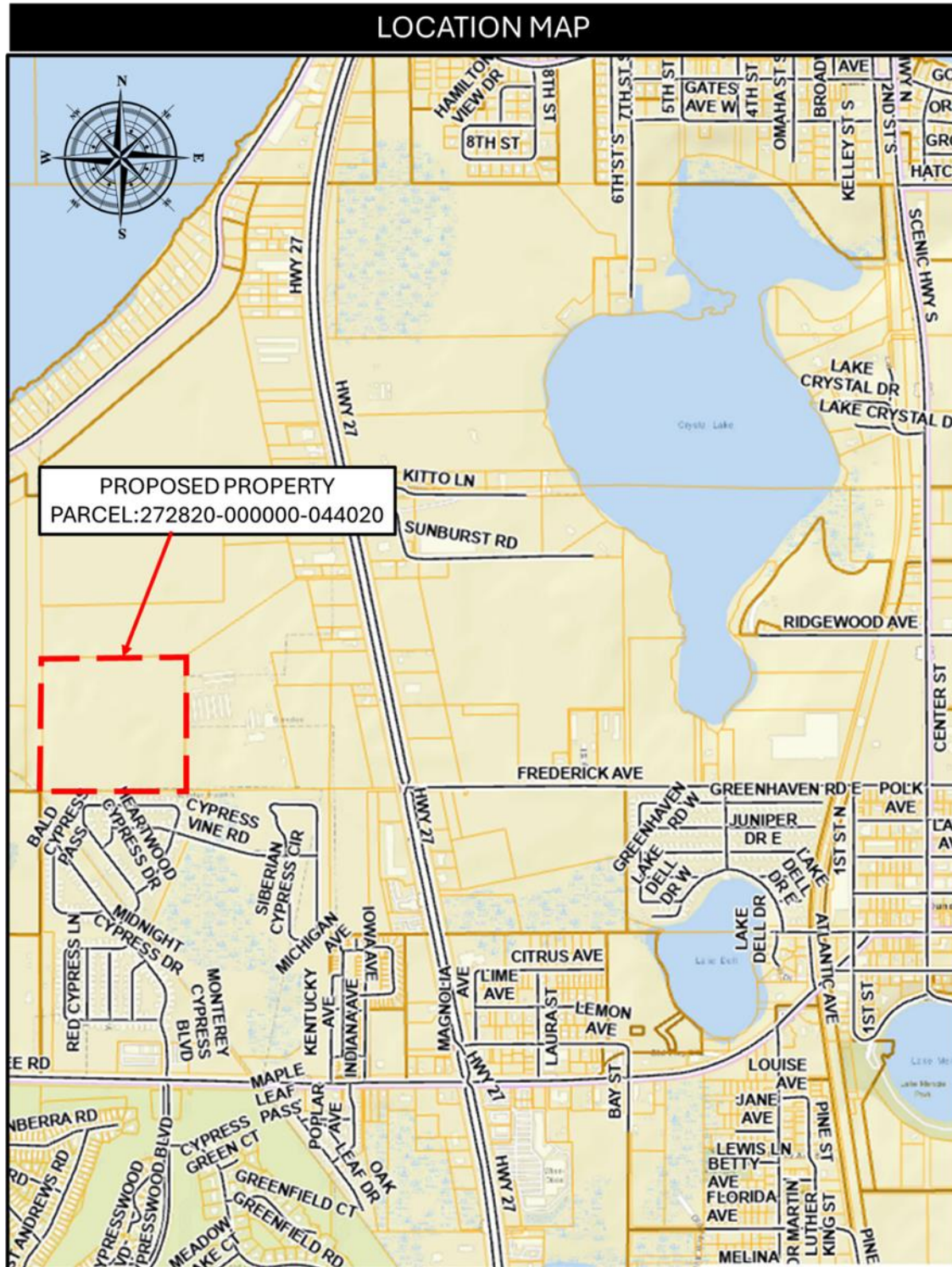
Interlocal Agreement with the City of Winter Have

Town of Dundee

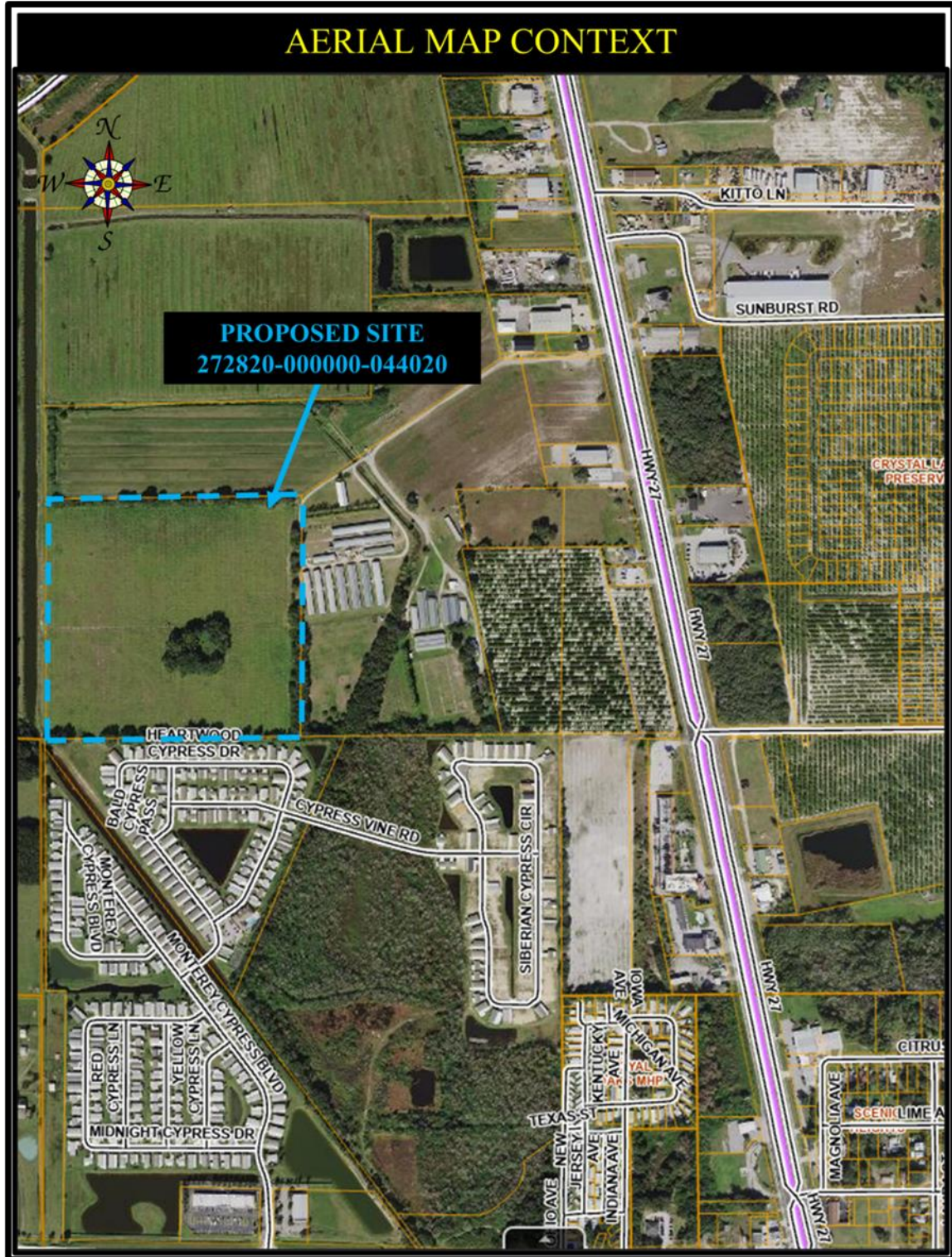
Town Commission Staff Report

Cypress Creek Village MHP Phase V

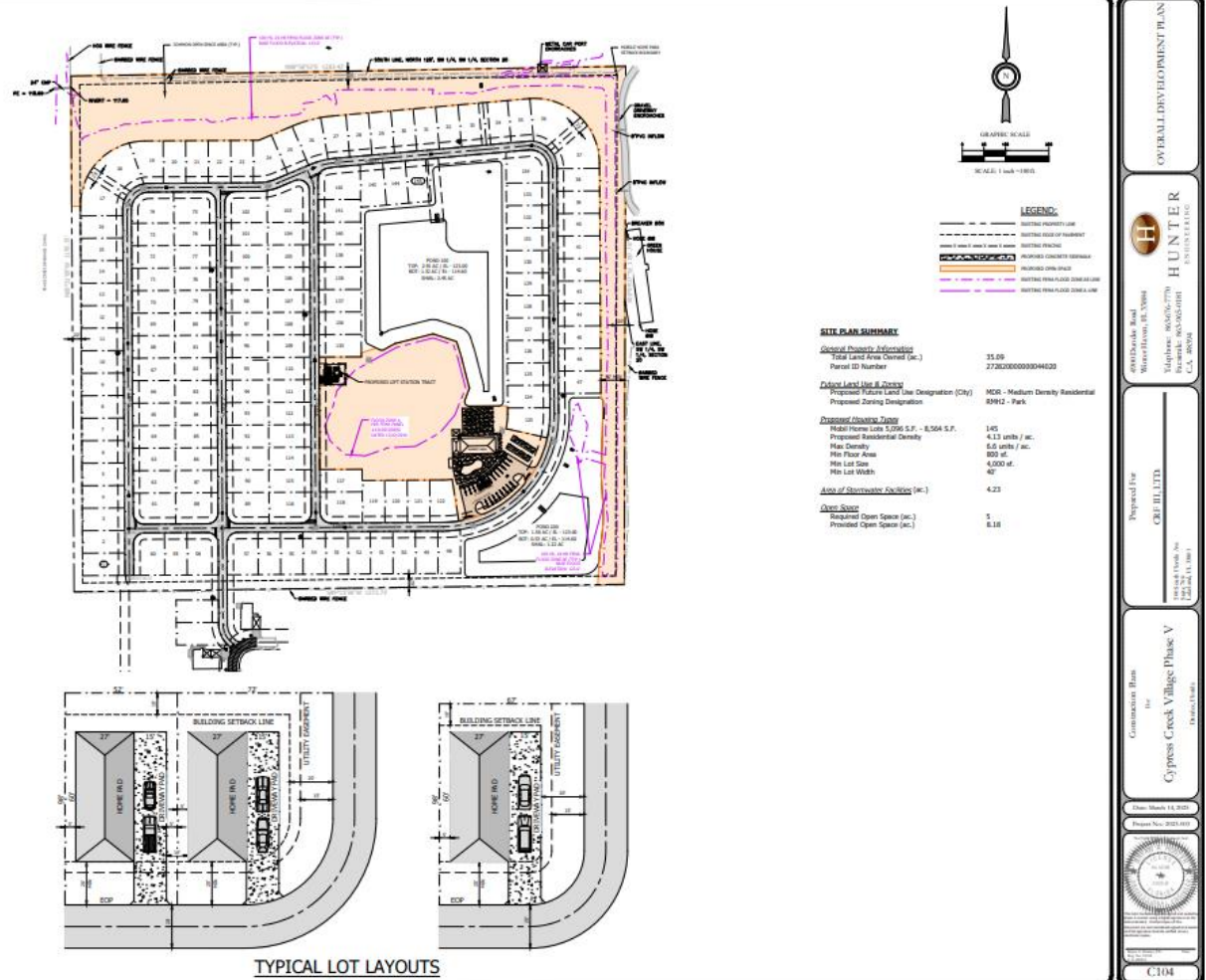
Site Development Plan



Town of Dundee
Town Commission Staff Report
Cypress Creek Village MHP Phase V
Site Development Plan



Town of Dundee
Town Commission Staff Report
Cypress Creek Village MHP Phase V
Site Development Plan





TOWN COMMISSION MEETING

May 13, 2025, at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, RESOLUTION 25-15 EMERGENCY A/C PURCHASE
SUBJECT:	The Town Commission will consider the emergency procurement of a 10-ton air conditioning unit
STAFF ANALYSIS:	Pursuant to Section 2-159(3) of the Code of Ordinances for the Town of Dundee, Florida an “emergency purchase” means procurement made in response to a requirement when the delay incident for complying with all governing rules, regulations, and procedures would be detrimental to the health, safety, and welfare of the town and/or its citizens.
FISCAL IMPACT:	The replacement costs are \$17,848.94
STAFF RECOMMENDATION:	At the will of the Commission
ATTACHMENTS:	Resolution 25-15 Exhibit A Exhibit B

RESOLUTION NO. 25-15

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO THE PURCHASE AND REPLACEMENT THE TOWN OF DUNDEE TOWN HALL AIR CONDITIONING UNIT; 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 APPROVING AND/OR AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL NECESSARY FURTHER ACTIONS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, 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, employees, and residents of the Town of Dundee, Florida; and

WHEREAS, pursuant to *Section 2-159(3) of the Code of Ordinances of the Town of Dundee, Florida* (hereafter the "Code"), which is entitled *source selection*, an "*emergency purchase*" means a procurement made in response to a requirement when the delay incident for complying with all governing rules, regulations, and procedures would be detrimental to the health, safety and welfare of the town and/or its citizen.

WHEREAS, the Town Commission of the Town of Dundee (the "Commission") acknowledges the health, safety, and general welfare concerns created by permitting citizens, employees, and residents of the Town to access an unsafe structure and/or building; and

WHEREAS, on April 25, 2025, the Town solicited four (4) quotes (the "Quotes")

for the replacement of the Town of Dundee Town Hall 10-Ton Air Conditioning Unit; and

WHEREAS, the Town of Dundee Price Quote Sheet and Quotes are attached hereto as **Composite Exhibit “A”** and made a part hereof by reference; and

WHEREAS, pursuant to the Quotes (see **Composite Exhibit “A”**), **Richmonds Refrigeration & AC, LLC**, an active Florida limited liability company, was determined to be the lowest responsive and responsible bidder; and

WHEREAS, **Richmonds Refrigeration & AC, LLC**, quoted and/or estimated (the “Invoice”) that the cost(s) of and/or for the necessary replacement of the Town of Dundee Town Hall 10-Ton Air Conditioning Unit totaled \$17,848.94; and

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

WHEREAS, the Town Commission acknowledges that the Town has a necessary and immediate need for the emergency repair and/or replacement of the Town of Dundee Town Hall 10-Ton Air Conditioning Unit; and

WHEREAS, on May 13, 2025, at a duly noticed public meeting, the Town Commission acknowledges and agrees that circumstances and conditions existed 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 with **Richmonds Refrigeration & AC, LLC**, for the emergency repair and/or replacement of the Town of Dundee Town Hall 10-Ton Air Conditioning Unit in order to ensure that Town Hall remains fully-operational; and

WHEREAS, pursuant to *Section 2-159(3)b of the Code*, the Town Commission acknowledges and agrees that the emergency repair and/or replacement of the Town of Dundee Town Hall 10-Ton Air Conditioning Unit constitutes an emergency purchase made in order to resolve a situation which is germane to the health, safety, and general welfare of the citizens, employees, and residents of the Town of Dundee; and

WHEREAS, pursuant to *Section 2-159(3)b of the Code*, 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 No. 25-15** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this **Resolution No. 25-15** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Resolution No. 25-15**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Resolution No. 25-15**. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this **Resolution No. 25-15**.

Section 2. Emergency Finding.

The Town Commission of the Town of Dundee, Florida (the "Town Commission"), finds that an "emergency" as defined in *Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, Florida*, exists as related to the emergency repair and/or replacement of the Town of Dundee Town Hall 10-Ton Air Conditioning Unit in order to ensure that Town Hall remains fully-operational.

The Town Commission finds that, pursuant to *Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, Florida*, 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 replacement of the Town of Dundee Town Hall 10-Ton Air Conditioning Unit in order to ensure that Town Hall remains fully-operational; (2) the Town Manager's actions in selecting **Richmonds Refrigeration & AC, LLC**, as the lowest responsive and responsible bidder; (3) the Town Manager's approval of the quoted and/or estimated cost(s) (the "Invoice") (see **Exhibit "B"**) of and/or for the necessary replacement of the Town of Dundee Town Hall 10-Ton Air Conditioning Unit totaling \$17,848.94; (4) the Town Manager's action(s) in negotiating and entering into an agreement with **Richmonds Refrigeration & AC, LLC**, in accordance with the Invoice (see **Exhibit "B"**) for the necessary replacement of the Town of Dundee Town Hall 10-Ton Air Conditioning Unit on an emergency basis; and (5) the Town Commission of the Town of Dundee, Florida, further waives the requirement of strict compliance with the Town's procurement code for the emergency replacement of the Town of Dundee Town Hall 10-Ton Air Conditioning Unit.

Section 4. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-15** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 25-15** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 5. Conflicts.

All resolutions in conflict with this **Resolution No. 25-15** are repealed to the extent necessary to give this **Resolution No. 25-15** full force and effect.

Section 6. Severability.

The provisions of this **Resolution No. 25-15** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-15**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 25-15**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 25-15** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 25-15** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-15** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-15**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-15**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 7. Effective Date.

This **Resolution No. 25-15** shall take effect immediately upon passage by the Town Commission of the Town of Dundee, Florida.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 13th day of May, 2025.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney



Proposal

Jack Richmond
 270 W Cummings St Lake Alfred, FL 33850
 (863)207-9984
 RichmondRefrigeration@gmail.com
 CAC1820280

Date: 04/24/2025

To: Town of Dundee

Location	Job Name	Payment terms	Quote Good Through
Town Hall Building	AC Replacement	Due on receipt	05/24/2025

Qty	Description	Unit price	Line total
	<p>Furnish and install new 10ton straight cool split system with 10kw heat. Reattach duct work, freon lines and electrical. Pressure test for leaks and vacuum. Charge system, start and check operations.</p> <p>Note: Price includes permit fees.</p>		
		Total	\$17,848.94

JACK RICHMOND

All material is guaranteed to be as specified. All work is to be completed in a professional workman like

ESTIMATE

Premier Heat and Air LLC
P.O. Box 81
Haines City, FL 33845

PremierHeatandAirLLC@gmail.com
+1 (863) 221-0893
<https://www.premierheatandair.com>



Bill to
Dundee Townhall

Estimate details

Estimate no.: 1021
Estimate date: 04/24/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Install	10-ton Carrier A/C with 10kw heat all necessary equipment for operation labor	1	\$20,000.00	\$20,000.00
Total						\$20,000.00

Accepted date

Accepted by

ESTIMATE**BROWN'S A/C INC**

916 van dr

Auburndale, FL 33823

Brownsacoffice@gmail

+1 (863) 213-5129

Bill to

Dundee Townhall

Estimate details

Estimate no.: 1026

Estimate date: 04/24/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		New	Remove existing system Replace 10 ton ac equipment with new Goodman 10 ton airhandler and condenser With 10 kw heat Install new thermostat	1	\$21,200.00	\$21,200.00
Total						\$21,200.00

Accepted date**Accepted by**

INVOICE

**Richmonds Refrigeration & A/C
LLC**
270 W Cummings St
Lake Alfred, FL 33850

richmondrefrigeration@gmail.com
+1 (863) 207-9984



Bill to
dundee
Town Of Dundee

Ship to
dundee
Town Of Dundee

Invoice details

Invoice no.: 1675
Terms: Due on receipt
Invoice date: 04/26/2025
Due date: 04/26/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Quoted Job	PO#25001096	1	\$17,848.94	\$17,848.94

Total **\$17,848.94**

Ways to pay



Note to customer

Town Hall Office Building

Replaced 10ton split system with 10kw heat for town hall office building.

[View and pay](#)

Town of Dundee

P.O. BOX 1000

DUNDEE, FL 33838

TEL (863)438-8330 FAX (863)438-8333

EXHIBIT B

Item 6.

SHIP TO	
VENDOR	VENDOR #: RICHM015
	RICHMONDS REFRIGERATIONS & AC 270 W CUMMINGS ST LAKE ARLRED, FL 33850

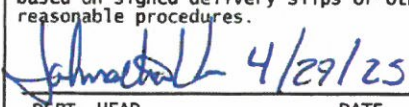
PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	25001096

ORDER DATE: 04/25/25
 REQUISITION NO:
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS:

PAYMENT RECORD
CHECK NO.
DATE PAID

NOTICE: TAX ID #59-6000309 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	replace 10ton a/c at Town Hall Catalog #: TOWN HALL AC	001-519-460 Repair & Maintenance	17,848.9400	17,848.94
			TOTAL	17,848.94

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X _____ VENDOR SIGN HERE _____ OFFICIAL POSITION DATE _____ TAX ID NO. OR SOCIAL SECURITY NO.	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.  _____ DEPT. HEAD DATE VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER & ITEMIZED BILLS TO: Town of Dundee P.O. BOX 1000 DUNDEE, FL 33838	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW. _____ JOSEPH CARBONE



TOWN COMMISSION MEETING

May 13, 2025, at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, RESOLUTION 25-15 CALDWELL RIDGE SUBDIVISION
SUBJECT:	The Town Commission will consider approval of a hardship application for the Caldwell Ridge Subdivision.
STAFF ANALYSIS:	<p>This is an applicant-initiated request for approval of a hardship application for the Caldwell Ridge Subdivision.</p> <p>The Town Commission may authorize exception(s) to the moratorium imposed by Ordinance 24-09 when it finds, based upon competent substantial evidence presented at a duly noticed public meeting, that the deferral of action and/or issuance on an application for a development order and/or development permit for the duration of the moratorium imposes an extraordinary hardship. For purposes of requesting a hardship exception, the owner shall request a determination in the same form and manner provided for in Section 6 of the Ordinance.</p> <p>In reviewing an application for an exception based upon a claim of extraordinary hardship, the Town Commission shall consider all competent substantial evidence and relevant testimony which includes, but is not limited to, the following:</p> <ul style="list-style-type: none"> (i) Prior to July 23, 2024 (date established by pending ordinance doctrine), the extent to which the owner had received permit(s) and/or approvals from the Town. (ii) Prior to July 23, 2024, whether the owner had entered into any contractual commitments in reliance upon the permit(s) and/or approval(s) issued by the Town. (iii) Prior to July 23, 2024, whether the owner has made a substantial made a substantial expenditure in <i>good faith</i> reliance upon the permit(s) and/or approval(s) issued by the Town. (iv) Prior to July 23, 2024, in <i>good faith</i> reliance upon the permit(s) and/or approval(s) issued by the Town, the owner has incurred financial obligation(s) to a lending institution which cannot be met unless the subject development proceeds (i.e., owner exhausted all available alternatives). (v) Whether the moratorium exposes the owner to substantial monetary liability to third-parties, results in the owner's inability to earn a reasonable investment-backed expectation on and/or for the subject real property.

FISCAL IMPACT:

No Fiscal Impact

STAFF RECOMMENDATION:

Staff has no comments or recommendations for this item. This item is being presented at the will of the Commission

ATTACHMENTS:

Caldwell Ridge Hardship Application

February 10, 2025

Via E-Mail: BCarter@TownofDundee.com

Brenda Carter, Development Services Coordinator
Town of Dundee
124 Dundee Road
Dundee, FL 33838

**RE: Request for Hardship Exemption under Ordinance No. 24-09
Caldwell Ridge Subdivision**

Dear Ms. Carter,

Please accept this application packet as a formal request for a hardship exception under Section 5 of Ordinance No. 24-09 for the Caldwell Ridge single-family home subdivision within the Town of Dundee. Due to the imposed moratorium, the project faces extreme hardship, including significant financial and contractual challenges that necessitate the approval of this request.

Please note that the applicant is reserving their right to submit a vested rights determination under Section 6 of Ordinance No. 24-09 should this application for a hardship exemption be denied.

We kindly request to present our case at the next scheduled public hearing and are available to provide any additional information required to facilitate your review. Thank you for considering this request and we appreciate your attention to this matter.

Sincerely,

RAYSOR Ventures, LLC



Michael D. Raysor, P.E.

Principal

mdr@raysor-transportation.com

cc: Jessica Icerman, Esq., Stearns Weaver Miller, P.A.



Town of Dundee

Item 7.

DEVELOPMENT SERVICES – HARDSHIP APPLICATION

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

Project Review Name: Caldwell Ridge Subdivision
Parcel ID Numbers: 27-28-24-000000-[013010 & 013020]
Site Address or General Location: Southwest corner of Lake Hatchineha Road & Caldwell Drive
Present Use of Property: Vacant - Ag Row Crops Total Acreage: 24-Ac +/-
Legal Description of the Property: See Attached Legal Description Document

Property Owner

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

Applicant / Agent:

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

Please submit a narrative with your hardship application.

Date Application accepted by Town of Dundee: _____
Name of Development: _____
Application Fee Amount Paid: _____ Date: _____

Please submit your application to:

Brenda Carter, Development Services Coordinator
Town of Dundee
124 Dundee Road
Dundee FL 33838
BCarter@TownofDundee.com



Disclaimer: According to Florida Public Records Law, email correspondence to and from the Town of Dundee, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**Narrative for Hardship Exemption Application
Caldwell Ridge Subdivision
February 10, 2025**

Project Overview

The proposed Caldwell Ridge Subdivision consists of 81 single-family detached homes (the “**Project**”) and is located on approximately 24 acres at the southwest corner of Lake Hatchineha Road and Caldwell Drive (“**Property**”). The Property is owned by Raysor Ventures, LLC (“**Applicant**”). The Applicant obtained all approvals and is responsible for all expenditures noted herein.

Extraordinary Hardship Criteria

As described in Section 5 of Ordinance No. 24-09, the Town Commission reviews all competent substantial evidence and relevant testimony, which includes, but is not limited to, the following (Applicant responses included inline):

- (i) Prior to July 23, 2024 (date established by pending ordinance doctrine), the extent to which the owner had received permit(s) and/or approvals from the Town.**

The Project has been ongoing since February 2023 when the applicant applied for annexation into the Town. Since then, the Project has received numerous approvals prior to July 23, 2024, including:

- May 9, 2023: Annexation of the Property
- October 10, 2023: Comprehensive Plan Amendment
- January 23, 2024: Rezoning allowing for development of the Project

Prior to July 23, 2024, the Applicant submitted its Concept Plan Review. The Applicant received comments from Town staff on May 7, 2024. Thereafter, the Applicant resubmitted to the Town on July 3, 2024 to address the first round of comments. It was not until August 9, 2024, that the Applicant was informed by Town staff via e-mail that the Town was under a development moratorium and that the review of the Project would be paused indefinitely.

- (ii) Prior to July 23, 2024, whether the owner had entered into any contractual commitments in reliance upon the permit(s) and/or approval(s) issued by the Town.**

In good faith reliance on the above noted approvals, specifically the approval of the rezoning, the Applicant purchased the Property. The Property deed is dated July 22, 2024 (**Attachment #1**), which is prior to the date established by the pending ordinance doctrine. Had the Applicant known of the pending moratorium, the applicant would have renegotiated the sale contract or backed out of the deal entirely.

- (iii) Prior to July 23, 2024, whether the owner has made a substantial expenditure in good faith reliance upon the permit(s) and/or approval(s) issued by the Town.**

In good faith reliance on the above noted approvals, specifically the approval of the rezoning, the Applicant made substantial expenditures prior to July 23, 2024, including purchasing the Property for \$1,225,000 and over \$100,000 for professional services, including planning, engineering, surveying, geotechnical engineering, and environmental consultants.

- (iv) Prior to July 23, 2024, in good faith reliance upon the permit(s) and/or approval(s) issued by the Town, the owner has incurred financial obligation(s) to a lending institution which cannot be met unless the subject development proceeds (i.e., owner exhausted all available alternatives).**

In good faith reliance on the above noted approvals, specifically the approval of the rezoning, the Applicant sought and obtained a private investor. The private investor signed an investor agreement on April 18, 2024, and committed \$1,105,000 toward the Project with expectations for a return on the investment within a certain timeframe. Unless the Project proceeds, the obligations made to the private investor cannot be met. See **Attachment #2** for contract pertaining to financial commitments.

- (v) Whether the moratorium exposes the owner to substantial monetary liability to third-parties, results in the owner's inability to earn a reasonable investment-backed expectation on and/or for the subject real property.**

The moratorium exposes the Applicant to substantial monetary liability to a third-party investor. The moratorium also results in the Applicant's inability to earn a reasonable investment-backed expectation, specifically the development of the Project and the sale of lots. The moratorium will delay the Applicant's ability to obtain any returns on their investment for at least one year, and possibly two years if the moratorium extension clause is exercised. The delay also results in carrying costs for the Property while it sits idle, such as payment of property taxes and insurance. Without question, the moratorium will expose the Applicant to substantial monetary liabilities and significantly decrease the return on investment.

Request for Relief

In light of the above, the Applicant respectfully requests the Town Commission to grant a hardship exemption for the Project under the extraordinary hardship provisions of Ordinance No. 24-09. We kindly request to present our case at the next scheduled public hearing and are available to provide any additional information required to facilitate your review. Thank you for considering this request and we appreciate your attention to this matter.

Please find enclosed supporting documentation, including evidence of financial commitments, contracts, and project plans.

Prepared by and return to:

Ammie Elmore
 Ridge Security Title, Inc
 1012 5th Street Southeast
 Winter Haven, FL 33880
 863-419-8485
 File No R22-310
 Sales Price \$1,225,000.00
 Parcel Identification No 27-28-24-000000-013010

INSTR # 2024168951
 BK 13199 Pgs 2262-2263 PG(s)2
 07/23/2024 08:16:05 AM
 STACY M. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 RECORDING FEES 18.50
 DEED DOC 8,575.00

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the **22nd day of July, 2024** between **W & G Groves LLC, a Florida Limited Liability Company**, whose post office address is P.O. Box 130, Dundee, FL 33838, of the County of Florida, Grantor, to **Raysor Ventures, LLC, a Florida Limited Liability Company**, whose post office address is 19046 Bruce B Downs Boulevard, Suite 308, Tampa, FL 33647, of the County of Hillsborough, Florida, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Polk, Florida, to-wit:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 28 South, Range 27 East, LESS road right of way for State Road S-542; AND the East 1/4 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 24, LESS road right of way for State Road S-542; AND the North 31 feet of the West 1/4 of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 24; AND the North 31 feet of the East 1/4 of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 24, Township 28 South, Range 27 East, all of said property being located in Polk County, Florida.

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

Subject to taxes for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in our presence:

W & G Groves LLC, a Florida Limited Liability Company

By: Bradley D. Weihrauch
Bradley D. Weihrauch, Manager

By: Matthew E. Green
Matthew E. Green, Manager

Ammie Elmore
WITNESS
PRINT NAME: **Ammie Elmore**

Kayla Sharick
WITNESS
PRINT NAME: **Kayla Sharick**

1012 5th St. SE
Winter Haven, FL 33880
WITNESS 1 ADDRESS

1012 5th St. SE
Winter Haven, FL 33880
WITNESS 2 ADDRESS

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22nd day of July, 2024 by Bradley D. Weihrauch and Matthew E. Green, Managers of W & G Groves LLC, a FL Limited Liability Company, on behalf of the Limited Liability Company.

Ammie Elmore
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: _____
OR Produced Identification: ☒

Type of Identification Produced: **Drivers License**







**CALDWELL RIDGE SINGLE-FAMILY RESIDENTIAL SUBDIVISION
INVESTOR AGREEMENT**

THIS AGREEMENT is made and entered into this 18 day of APRIL, 2024 by and between **RAYSOR VENTURES, LLC**, hereinafter referred to as "RV", and [REDACTED] hereinafter referred to as "INVESTOR", in association with the development of the **CALDWELL RIDGE SINGLE-FAMILY RESIDENTIAL SUBDIVISION**, hereinafter referred to as the "PROJECT".

1.0 DEFINITIONS

- A. PROJECT:** PROJECT is defined as a Single-Family Residential Subdivision located within the jurisdictional limits of the Town of Dundee, Florida; consisting of approximately 80 single-family "SHOVEL READY" residential lots on, and including, the PROPERTY.
- B. PROPERTY:** PROPERTY is defined as POLK COUNTY Parcel Numbers 272824000000013010 and 272824000000013020, which combine for a total area of approximately 24 acres; located at the southwest corner of the intersection of Lake Hatchineha Road (CR 542) and Caldwell Drive, Haines City, Florida 33844.
- C. SHOVEL READY:** SHOVEL READY is defined as residential lots with the appropriate and necessary (1) Comprehensive Plan Future Land Use and Zoning Category entitlements, (2) approved engineering plans, and (3) site development permits, including (a) Subdivision Plans, (b) Water Management District Environmental Resource Permitting, and (c) FDEP Water & Wastewater Permits; as needed to construct the PROJECT. The definition of SHOVEL READY does not include site clearing, site development, infrastructure construction, lot grading, or any other physical disturbance of, or improvement to, the PROPERTY.

2.0 PROJECT SUMMARY

- A. ENTITLEMENTS:** The PROPERTY has been approved for entitlement by the Town of Dundee, as follows:
- (1) **Annexation** – The PROPERTY was approved for annexation into the Town of Dundee (from unincorporated Polk County) by the Town of Dundee Town Council on May 9, 2023.
 - (2) **Comprehensive Plan Future Land Use** – The PROPERTY was approved for an amendment to the Comprehensive Plan Future Land Use Map for the PROPERTY from Polk County Agricultural Residential (A/RR) to Town of Dundee Low Density Residential (LDR) by the Town of Dundee Town Council on October 10, 2023.
 - (3) **Zoning** – The PROPERTY was approved for an amendment to the Zoning Map for the PROPERTY from undesignated (Polk County) to Town of Dundee Moderate Density Single-Family Residential (RSF3) by the Town of Dundee Town Council on January 23, 2024. The RSF3 zoning district allows for a maximum density of 5.0 units per acre with minimum lot dimensions of 55' wide x 110' deep.
- B. PERMITTING:** The PROJECT is currently undergoing the Town of Dundee Subdivision Review process, which is a four (4) step process, summarized as follows:
- (1) **Concept Plan Review**
 - (2) **Preliminary Subdivision Plan Review**
 - (3) **Certified Subdivision Plan Review** – Upon approval of the Certified Subdivision Plan, site development construction may commence.
 - (4) **Final Subdivision Plat** – Upon recording of the Final Subdivision Plat, issuance of building permits may commence.

CALDWELL RIDGE SINGLE FAMILY RESIDENTIAL SUBDIVISION
INVESTOR AGREEMENT
APRIL 8, 2024
PAGE 2 OF 3



3.0 INVESTMENT DETAILS

- A. RV is currently under contract to purchase the PROPERTY.
- (1) The Purchase Price for the PROPERTY is \$1,225,000.
 - (2) An initial escrow deposit has been made in the amount of \$100,000; of which \$25,000 is non-refundable.
 - (3) Additional escrow deposits in the amount of \$10,000 per month began on March 9th, 2024 and will continue monthly until closing on the property between RV and the PROPERTY seller. These deposits are non-refundable but are applicable to the Purchase Price of the PROPERTY.
 - (4) As of the date of this Agreement, the REMAINING BALANCE of the Purchase Price is \$1,105,000.
- B. RV is seeking an INVESTMENT from INVESTOR totaling the REMAINING BALANCE for the purpose of closing on the property between RV and the PROPERTY seller.
- C. Within 30-days of the Conclusion of the PROJECT, INVESTOR shall be compensated as follows:
- (1) Reimbursement of full INVESTMENT amount; plus
 - (2) Payment equal to [REDACTED] resulting from sale of the PROJECT.
- D. Conclusion of the PROJECT is defined as the sale of the PROJECT to a third-party developer and/or home builder upon approval of the Certified Subdivision Plan (referenced as 2.B.(3) herein) and successfully obtaining all site development permits associated therewith.
- E. NET PROFIT is defined as the amount of the sale to the third-party developer and/or home builder (Sales Price), minus real estate & related fees, and minus the cumulative contributions by RV, as defined herein.
- F. RV has, and will continue to, contribute to the development of the PROJECT, including both monetarily and with engineering work product. All contributions will be tracked throughout the development process to determine a final cumulative contribution at the Conclusion of the PROJECT (Project Expenses). Specific contributions subject to inclusion in the cumulative contribution will include, but not be limited to, the items listed below; where the value of certain contributions that are currently known are listed below, and the value of certain contributions that are unknown at this time are listed below as to be determined (TBD). Other contributions subject to inclusion in the cumulative contribution, in addition to those listed below, will include ordinary and regular items associated with property development, such as permit fees, platting fees, environmental fees, and other similar development expenses.

(1) Purchase Price for PROPERTY:	\$ 1,225,000.00
(2) Surveying Services:	\$ [REDACTED]
(3) Geotechnical Engineering Services:	\$ [REDACTED]
(4) Environmental Consulting Services:	\$ [REDACTED]
(5) Planning Services:	\$ [REDACTED]
(6) Landscape Architecture Services:	\$ [REDACTED]
(7) Traffic Engineering Services:	\$ [REDACTED]
(8) Civil Engineering Services:	\$ [REDACTED]
(9) Platting Services:	TBD
(10) Application Fees:	TBD

CALDWELL RIDGE SINGLE FAMILY RESIDENTIAL SUBDIVISION
INVESTOR AGREEMENT
APRIL 8, 2024
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- G. At the Conclusion of the PROJECT, RV shall provide INVESTOR with a statement detailing the calculation of the NET PROFIT, which will identify the Sale Price for the PROJECT and Project Expenses, including supporting documentation.
- H. At any time throughout the duration of this Agreement, at the request of INVESTOR, RV shall provide a to-date disclosure of all Project Expenses.
- I. In the event that RV and INVESTOR agree that Conclusion of the PROJECT as defined herein is not feasible, an alternative disposition of the PROJECT will be determined by RV and INVESTOR; where the cash value associated with the alternative disposition of the PROJECT will first be paid to INVESTOR up to the INVESTMENT amount, with any cash value greater than the INVESTMENT amount paid to INVESTOR at the same percentage which would have otherwise resulted from the sale of the PROJECT to a third-party developer and/or home builder.
- J. This Agreement does not preclude INVESTOR from electing to continue in the development of the PROJECT past the state of SHOVEL READY, subject to agreement by both parties as would be fulfilled through an amendment to this Agreement.

Subject to the conditions stated herein, INVESTOR hereby agrees to provide a cash INVESTMENT in the full amount of the REMAINING BALANCE to fund closing on the PROPERTY, in the amount of \$1,105,000.

The INVESTMENT amount shall be paid by INVESTOR in accordance with either (A) or (B) as stated below.

- (A) INVESTOR shall pay the full INVESTMENT amount of \$1,105,000 via wire transfer to the escrow agent for the PROPERTY seller prior to May 8, 2024.

OR

- (B) INVESTOR shall pay partial INVESTMENT amounts of \$10,000 per month to RAYSOR VENTURES, until such time that the balance of the full INVESTMENT amount is paid via wire transfer to the escrow agent for the PROPERTY seller; where each \$10,000 payment shall be made prior to the 8th of each month, beginning with May 8, 2024. A maximum of four (4) partial payments shall be allowed under this Agreement, where these payments shall be non-refundable in the event that INVESTOR does not make the payment for the balance of the full INVESTMENT prior to August 8, 2024.

The escrow agent for the PROPERTY seller is identified as Ridge Security Title, 1012 5th Street SE, Winter Haven, Florida 33880.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth beneath their respective signatures.

RAYSOR VENTURES, LLC
19046 Bruce B. Downs Boulevard, #308
Tampa, Florida 33647

SIGNED: Michael Rayson
NAME: Michael D. Raysor
TITLE: President
DATE: April 8, 2024

SIGNED: [Redacted Signature]
NAME: [Redacted Name]
TITLE: PRESIDENT
DATE: 4/18/2024