

# AMENDED



## TOWN COMMISSION MEETING AGENDA

February 27, 2024 at 6:30 PM

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

Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**RECOGNITION OF SERGEANT AT ARMS**

**ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS**

**ROLL CALL**

**DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

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

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR FEBRUARY 27, 2024**

**A. MINUTES**

1. January 13, 2024 Town Commission Meeting
2. December 21, 2023 Planning & Zoning Meeting

**B. BOARD APPOINTMENTS**

1. Jacquelyn Nichols - Canvassing Board
2. Jessica Gonzalez - Canvassing Board Alternate
3. Donna Schultz - Canvassing Board Alternate

**C. AGREEMENTS**

1. RFP 24-02 ASL Garbage Truck

**APPROVAL OF AGENDA**

**PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS**

1. **PROCLAMATION, EMPLOYEE APPRECIATION DAY**

**NEW BUSINESS**

- 2. DISCUSSION & ACTION, ORDINANCE 24-01 FUTURE LAND USE MAP AMENDMENT**
- 3. DISCUSSION & ACTION, ORDINANCE 24-02 HILLS OF DUNDEE ZONING MAP AMENDMENT**
- 4. RESOLUTION 24-01, WATER TREATMENT PLANT CAPACITY EVALUATIONS**
- 5. DISCUSSION & ACTION, RFP 24-06 EMERGENCY GENERATORS**
- 6. TOWN MANAGER EVALUATION, FY 2022 – 2023**

**REPORTS FROM OFFICERS**

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

**ADJOURNMENT**

***PUBLIC NOTICE:** Please be advised that if you desire to appeal from any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases, a verbatim record is required. You must make your own arrangements to produce this record. (Florida statute 286.0105)  
If you are a person with disability who needs any accommodations in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the town clerk's office at 202 east main street, Dundee, Florida 33838 or phone (863) 438-8330 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.*





# TOWN COMMISSION MEETING

February 27, 2024 at 6:30 PM

- AGENDA ITEM TITLE:** Approval of the Commission Consent Agenda
- SUBJECT:** The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item in the consent agenda may be pulled by a member of the Town Commission for separate consideration.
- STAFF ANALYSIS:** The consent agenda for the meeting of February 27, 2024 contains the following:
- A. MINUTES
    - 1. January 13, 2024 Town Commission Meeting
    - 2. December 21, 2023 Planning & Zoning Meeting
  - B. BOARD APPOINTMENTS
    - 1. Jacquelyn Nichols - Canvassing Board
    - 2. Jessica Gonzalez - Canvassing Board Alternate
    - 3. Donna Schultz - Canvassing Board Alternate
  - C. AGREEMENTS
    - 1. RFP 24-02 ASL Garbage Truck
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:**
- February 13, 2024 TC Meeting Minutes
  - December 21, 2023 P&Z Meeting Minutes
  - Canvassing Board Applications



## TOWN COMMISSION MEETING MINUTES

February 13, 2024 at 6:30 PM

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

Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)

**CALL TO ORDER at 6:30PM**

**PLEDGE OF ALLEGIANCE** lead by Mayor Pennant

**INVOCATION** given by Pastor Hugh Strafford

**RECOGNITION OF SERGEANT AT ARMS** - Sergeant Aderson introduced Lieutenant Kevin Smith

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

**ROLL CALL** given by Town Clerk Douthat

**PRESENT**

Steve Glenn  
Bert Goddard  
Willie Quarles  
Mary Richardson  
Sam Pennant

**DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

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

Albertha Davis, 611 MLK asked about extending the sewer system to her street.

Bernard Hammonds, 611 MLK asked about having the speed bumps removed.

Annette Wilson, 408 MLK asked about the status of the Vision Plan and what the Town would be doing for Black History Month.

Drexcetel Robinson, 612 MLK asked about the status of having a community workshop.

Hugh Strafford, Friendship Missionary Baptist Church,

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR FEBRUARY 13, 2024**

### A. MINUTES

#### 1. January 23, 2024, Town Commission Meeting

## **B. BOARD RESIGNATIONS**

### **1. Donna Schults Tree Board Resignation**

*MOTION TO APPROVE the consent agenda for February 13, 2024 made by Glenn, Seconded by Quarles. Passed unanimously.*

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

## **APPROVAL OF AGENDA**

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

- Item 3 Education Connect was added to the agenda
- Item 13 was tabled until the February 27, 2024 meeting.

*MOTION TO APPROVE the regular agenda for February 13, 2024 with changes made by Goddard, Seconded by Glenn. Passed unanimously.*

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

## **PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS**

### **1. PROCLAMATION, BLACK HISTORY MONTH**

Mayor Pennant read the proclamation into the record and presented it to Pastor Strafford and Dr. Dowling.

*MOTION TO SUPPORT the Black History Month Proclamation made by Glenn, Seconded by Goddard. Passed unanimously.*

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

### **2. PROCLAMATION, LIBRARY LOVER'S MONTH**

Mayor Pennant read the proclamation into the record and presented it to Kaleigh Moore.

*MOTION TO SUPPORT the Library Lover's Month proclamation made by Goddard, Seconded by Quarles. Passed unanimously.*

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

## **NEW BUSINESS**

### **3. DISCUSSION & ACTION, EDUCATION CONNECT LEARNING CENTER**

Town Manager Davis gave the analysis.

Aletha Pugh, 1523 Swan Lake Circle, with Education Connect Learning Center gave the presentation.

Mayor Pennant opened the floor for comments from the public.

Tamara Grant, 1289 Legatto Loop, asked if Dundee students would be able to attend for free and if the Chromebooks would go back to Dundee library services.

Aletha Pugh stated the Chromebooks would be the property of the non-profit and that there would not be free services.

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

*NO MOTION* by the Town Commission.

#### 4. DISCUSSION & ACTION, FORCIBLE ENTRY PROP

Fire Chief Carbone gave the analysis.

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

***MOTION TO APPROVE the forcible entry prop purchase from Witmer Public Safety with a price not to exceed \$8200 made by Quarles, Seconded by Goddard. Passed unanimously.***

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

#### 5. DISCUSSION & ACTION, FIT TEST MACHINE

Fire Chief Carbone gave the analysis.

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

***MOTION TO APPROVE the purchase of the fit test machine from Ten-8 made by Goddard, Seconded by Quarles. Passed unanimously.***

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

#### 6. DISCUSSION & ACTION, SANITATION CARTS PURCHASE

Town Manager Davis gave the analysis.

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

***MOTION TO APPROVE the cart purchase from Cascade Cart Solutions made by Glenn, Seconded by Goddard. Passed unanimously.***

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

#### 7. DISCUSSION & ACTION, JOHNSON DOG PARK FENCING

Town Manager Davis gave the analysis.

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

***MOTION TO APPROVE the fence purchase from Walker Fence Company made by Glenn, Seconded by Quarles. Passed unanimously.***

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

#### 8. DISCUSSION & ACTION, STREETS DEPARTMENT TRUCK PURCHASE

Town Manager Davis gave the analysis.

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

***MOTION TO APPROVE the truck purchase from Jarret Gordon Ford of Davenport made by Goddard, Seconded by Quarles. Passed unanimously.***

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

## 9. DISCUSSION & ACTION, PARKS DEPARTMENT TRUCK PURCHASE

Town Manager Davis gave the analysis.

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

***MOTION TO APPROVE the truck purchase from Jarret Gordon Ford of Davenport made by Goddard, Seconded by Quarles. Passed unanimously.***

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

***MOTION TO VACATE THE VOTE AND AMEND THE MOTION TO APPROVE the purchase of the Parks Department truck from Jarret Gordon Ford of Davenport with the condition that only legally available restricted funds be used for the purchase of the truck purchase for the Parks & Recreation Department from Jarret Gordon Ford of Davenport made by Glenn, Seconded by Goddard. Passed unanimously.***

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

## 10. DISCUSSION & ACTION, SHERIFF'S DEPARTMENT TRUCK PURCHASE

Town Manager Davis gave the analysis.

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

***MOTION TO APPROVE the truck purchase from Jarret Gordon Ford of Davenport made by Quarles, Seconded by Goddard. Passed unanimously.***

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

## 11. DISCUSSION & ACTION, RFP 24-04 COMMUNITY CENTER RENOVATIONS

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public.

Tamara Grant, 1289 Legatto Loop, asked if there were any grant funds available to fund the entire renovation.

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

***MOTION TO APPROVE the bid from JCR Construction with conditions and authorize the Town Manager to take any necessary further action(s) which include, but shall not be limited to, negotiating and entering into a Construction Agreement with JCR Construction made by Glenn, Seconded by Goddard. Passed unanimously.***

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

***MOTION TO REOPEN discussion on Item 9 made by Glenn, Seconded by Goddard. Passed unanimously.***

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

## 12. DISCUSSION, GET OUT AND VOTE CAMPAIGN

Town Manager Davis gave the analysis.

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

### 13. DISCUSSION, DUNDEE FOOD TRUCK PARK

Tabled until February 27, 2024

### 14. DISCUSSION & ACTION, BUILDING CLOSING FOR LUNCHEON

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public.

Tamara Grant, 1289 Legatto Loop, suggested closing at 2pm and remaining closed for the day.

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

***MOTION TO APPROVE employee appreciation luncheon beginning at 2PM then remaining closed for the day on Friday, March 1, 2024 made by Quarles, Seconded by Richardson. Passed unanimously.***

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

### REPORTS FROM OFFICERS

Fire Chief Carbone updated the run totals and reported that March 25th would be live fire training.

Town Manager Davis gave an update on the park restrooms around town, the tree trimming on MLK and the gazebo at the Historic Depot. She also reported that the Town won the traveling award at the Ridge League of Cities dinner on February 8th.

### ADJOURNMENT AT 8:27PM

Respectfully Submitted,

*Trevor Douthat*

Trevor Douthat, Town Clerk

APPROVAL DATE: \_\_\_\_\_



## **PLANNING AND ZONING BOARD MEETING MINUTES**

**December 21, 2023 at 5:30 PM**

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

**Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)**

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**CALL TO ORDER** by Chair Gunter at 5:30 PM

**PLEDGE OF ALLEGIANCE** led by Chair Gunter

**ROLL CALL** given by Clerk Douthat

### **PRESENT**

Ron Hall

Jill Kitto

Annette Wilson

Jeff Gunter

Drexcel Robinson

### **DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

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

Chair Gunter opened the floor for public comment; seeing no public come forth the floor was closed.

### **APPROVAL OF MINUTES**

#### **1. MINUTES**

**1. September 21, 2023 P&Z Meeting**

**2. October 19, 2023 P&Z Meeting**

**MOTION TO APPROVE** the minutes from **September 12, 2023** and **October 19, 2023** made by Kitto,

Seconded by Hall. Passed unanimously.

Voting Yea: Hall, Kitto, Wilson, Gunter, Robinson

### **PUBLIC HEARINGS**

#### **2. COMPREHENSIVE PLAN TEXT AMMENDMENTS, 10 YEAR WATER SUPPLY PLAN**

Marisa Barmby with the Central Florida Regional Planning Council gave the presentation.

Chair Gunter opened the floor for public comment; seeing no public come forth the floor was closed.

**MOTION TO RECOMMEND APPROVAL to the Town Commission** made by Kitto, Seconded by Hall. Passed unanimously.

Voting Yea: Hall, Kitto, Wilson, Gunter, Robinson

**DISCUSSION ITEMS**

**3. DISCUSSION & ACTION, CALDWELL RIDGE ZONING MAP AMMENDMENT**

Town Planner Peterson gave the presentation.

Ryan Renardo with R-Squared Engineering gave an explanation on the history of the project and stood for question.

Chair Gunter opened the floor for public comment; seeing no public come forth the floor was closed.

**MOTION TO RECOMMEND APPROVAL to the Town Commission** made by Kitto, seconded by Wilson. Passed unanimously.

Voting Yea: Hall, Kitto, Wilson, Gunter, Robinson

**REPORTS FROM OFFICERS**

Assistant Town Attorney Claytor informed the board that he would be working with the Town Manager and Town staff in order to schedule a Sunshine Law/Public Records informational presentation.

**ADJOURNMENT 6:38 PM**

Respectfully Submitted,

*Trevor Douthat*

Trevor Douthat, Town Clerk

APPROVAL DATE: \_\_\_\_\_



# Town of Dundee

Item B.



## DUNDEE TOWN COMMISSION

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

### APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: Canvassing  
Name: Jacquelyn V Nichols  
Address: 308 Lewis Ln  
Phone: 863 557 2744  
Email Address: JackieN658@gmail.com

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

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

What date are you available to start? ASAP

How long have you been a resident of the Town? 5/2023

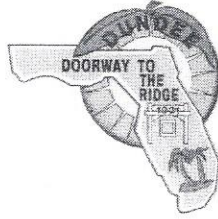
Have you ever applied for membership or served on any boards in the Town?  YES  NO

If so, which board and year:

Applicant Signature: *Jacquelyn V Nichols* Date: 2-19-2024

FOR OFFICE USE ONLY:  
Received by \_\_\_\_\_ Date \_\_\_\_\_  
Date reviewed by Mayor & Town Commission: \_\_\_\_\_ Approved \_\_\_\_\_  
Disapproved \_\_\_\_\_

Town of Dundee



DUNDEE TOWN COMMISSION

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

APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: Canvassing Board

Name: Jessica Gonzalez

Address: 620 Lime Ave

Phone: 407-780-1431

Email Address: lily197706@gmail.com

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

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

What date are you available to start? Anytime

How long have you been a resident of the Town? 1 year

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

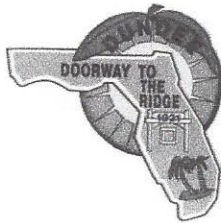
If so, which board and year:

Applicant Signature: [Handwritten Signature] Date: 2-20-24

FOR OFFICE USE ONLY:

Received by [Signature] Date 2-19-24
Date reviewed by Mayor & Town Commission: Approved
Disapproved

# Town of Dundee



## DUNDEE TOWN COMMISSION

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

### APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: Canvassing  
Name: Donna M. Schwitz  
Address: 407 5th St S.  
Phone: (803) 348-7597  
Email Address: momsangels460@gmail.com

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

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

What date are you available to start?

How long have you been a resident of the Town? 2 years.

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

If so, which board and year: TREE 2023

Applicant Signature: Donna Schwitz Date: 2-26-24

FOR OFFICE USE ONLY:

Received by [Signature] Date 2-26-24

Date reviewed by Mayor & Town Commission: \_\_\_\_\_ Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
**POWER OF ATTORNEY FOR A MOTOR VEHICLE, MOBILE HOME, VESSEL or VESSEL with TRAILER**

Item C.

**Please submit this form to your local tax collector office or license plate agent.**

<http://www.flhsmv.gov/locations/>

As of today, 02 / 28 / 2024, I/we hereby name and appoint, Citizens Bank and Trust,  
(Full Legibly Printed Name is Required)

to be my/our lawful attorney-in-fact to act for me/us, in applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle, mobile home, vessel, or vessel with a trailer described below, and to print my/our name and sign their name, in my/our behalf. My attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me/us in as sufficient a manner as I/we or myself/ourselves could do, were I/we personally present and signing the same.

With full power of substitution and revocation, I/we hereby ratify and confirm whatever my/our said attorney-in-fact may lawfully do or cause to be done in the virtue hereof.

Please check only one of the following options:

- Motor Vehicle     
  Mobile Home     
  Vessel     
  **Vessel with an Untitled Trailer**  
(Trailers less than 2,000 pounds)     
  **Vessel with a Titled Trailer**  
(Trailers 2,000 pounds or more)

Year	Make/Manufacturer	Body Type	Title Number	Vehicle Identification Number (VIN)/ Hull Identification Number (HIN)
2024	BATTLE MOTORS	GARBAG		1CYAADAC8R1002246

**NOTICE TO OWNER(S):** Please complete this form in its entirety prior to signing.

**Under penalties of perjury, I/we declare that I/we have read the foregoing document and that the facts stated in it are true.**

Legibly Printed Name of Owner ("Grantor") TOWN OF DUNDEE FLORIDA			Signature of Owner ("Grantor")		
Driver License, Identification Card or FEID Number of Owner 59-6000309				Date of Birth of Owner, if applicable	
Owner's Address PO BOX 1000		City DUNDEE		State FL	Zip Code 33838-0000
Legibly Printed Name of Co-Owner ("Grantor"), if applicable			Signature of Co-Owner ("Grantor")		
Driver License, Identification Card or FEID Number of Co-Owner				Date of Birth of Co-Owner, if applicable	
Co-Owner's Address		City		State	Zip Code

This non-secure power of attorney form may be used when an individual or entity appointed as the attorney-in-fact will be completing the odometer disclosure statement as the buyer only or the seller only. However, this form cannot be used to allow an individual or entity (such as a dealership) to sign as both buyer and seller for the purpose of disclosing the odometer reading. This may be accomplished only with the secure power of attorney (HSMV 82995) when:

- (a) the title is physically being held by the lienholder; or
- (b) the title is lost.

A licensed dealer and his/her employees are considered a single entity. The Owner and/or Co-owner must be the same for ALL vehicles, mobile homes, vessels, or vessels with a trailer listed above.





**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
APPLICATION FOR CERTIFICATE OF MOTOR VEHICLE TITLE**

Item C.

**Please submit this form to your local tax collector office or license plate agency.**

<https://www.flhsmv.gov/locations>

**Note: All fields are required unless otherwise stated or not applicable.**

**Application Type:**  Original  Transfer

**Request to print Certificate of Title:**  No  Yes: In office  Yes: Mailed

**Off-Highway Vehicle Type:**  All-Terrain Vehicle (ATV)

Recreational Off-Highway Vehicle (ROV)

Off-Highway Motorcycle (OHM)

**Section 1: OWNER/APPLICANT INFORMATION**

Customer Number TAA1470		Fleet Number		Unit Number		Owner's County of Residence POLK		
<b>Owner Details:</b>		Are you a Florida Resident? <input type="checkbox"/> YES <input type="checkbox"/> NO		Are you a US Citizen? <input type="checkbox"/> YES <input type="checkbox"/> NO		Are you deaf or hard of hearing? (Voluntary) <input type="checkbox"/> YES <input type="checkbox"/> NO		
When joint ownership, please indicate if "or" or "and" is to be shown on title when issued. <input type="checkbox"/> OR <input type="checkbox"/> AND (If neither box is checked, the title will be issued with "and.")				Select, if applicable: <input type="checkbox"/> Life Estate/Remainder Person <input type="checkbox"/> Tenancy by the Entirety <input type="checkbox"/> With Rights of Survivorship				
Owner's Name as it Appears on Driver License (First, Full Middle/Maiden, & Last Name)			Owner's Phone Number (Voluntary) (863) 438-8330		Owner's Email (Voluntary) tdavis@townofdundee.com		Sex	Date of Birth
FL DL/ID or FEID/Suffix Number 59-6000309		Owner's Mailing Address PO BOX 1000			City DUNDEE		State FL	Zip Code 33838-0000
Owner's Residential Street Address PO BOX 1000					City DUNDEE		State FL	Zip Code 33838-0000
Mail To Customer Name (If different from above owner)			Mail To's Phone Number (Voluntary)		Mail To's Email (Voluntary)		Sex	Date of Birth
FL DL/ID or FEID/Suffix Number		Mail To's Address (If different from above mailing address)			City		State	Zip Code
<b>Co-Owner Details:</b>		Are you a Florida Resident? <input type="checkbox"/> YES <input type="checkbox"/> NO		Are you a US Citizen? <input type="checkbox"/> YES <input type="checkbox"/> NO		Are you deaf or hard of hearing? (Voluntary) <input type="checkbox"/> YES <input type="checkbox"/> NO		
<input type="checkbox"/> Co-Owner or <input type="checkbox"/> Lessee's Name as it Appears on Driver License (First, Full Middle/Maiden, & Last Name)			Co-Owner's Phone Number (Voluntary)		Co-Owner's Email (Voluntary)		Sex	Date of Birth
FL DL/ID or FEID/Suffix Number		Co-Owner's/Lessee's Mailing Address			City		State	Zip Code
Co-Owner's/Lessee's Residential Street Address					City		State	Zip Code

**Section 2: MOTOR VEHICLE DESCRIPTION**

Vehicle Identification Number (VIN) 1CYAADAC8R1002246			Florida Title Number		License Plate Number		Previous State of Issue		
Make/Manufacturer BATTLE MOTORS		Model let2-sl	Year 2024	Body 31 YARD GARBAGE TRUCK	Color	Length Ft. ___ In ___	Weight	GVW	BHP/CC
Van Use (If applicable) <input type="checkbox"/> Passenger <input type="checkbox"/> Other		Fuel Type <input type="checkbox"/> Natural Gas (Liquid) <input type="checkbox"/> Natural Gas (Compressed) <input type="checkbox"/> Hybrid (Gas/Electric) <input type="checkbox"/> Hybrid (Diesel/Electric) <input type="checkbox"/> Electric							

**Section 3: BRANDS, USAGE AND TYPE (Check applicable types)**

Assembled from Parts  Autonomous  Bonded Title  Custom  Electric  Flood  Glider Kit  ILEV  Kit Car  
 Long Term Lease  Manuf. Buy Back  Police Veh.  Private Use  Rebuilt  Replica  Short Term Lease  Street Rod  Taxicab

**Section 4: LIENHOLDER INFORMATION (If applicable)**

ELT Customer <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> FEID/Suffix # <input checked="" type="checkbox"/> DMV Account # <input type="checkbox"/> DL/ID #, Sex and DOB 200019914		Lienholder's Phone Number (Voluntary) (863) 676-4165		Lienholder's Email (Voluntary)		
Date of Lien 2024-02-28		Lienholder's Mailing Address P O Box 7			City Frostproof		State FL	Zip Code 33843
Lienholder's Name (If box is not checked, title will be mailed to the first lienholder.) Citizens Bank and Trust				<input type="checkbox"/> Check this box if you, lienholder representative, authorize the Department to send the motor vehicle title to the owner and sign here: _____				

**Section 5: TRANSFER TYPE (If applicable)**

If ownership has transferred, how and when was the motor vehicle acquired?  Inheritance  Date Acquired: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Sale (Price: \$ \_\_\_\_\_)  Gift  Repossession  Court Order  Other (Specify): \_\_\_\_\_

**Section 6: ODOMETER DECLARATION**

**WARNING:** Federal and State law requires that you state the mileage in connection with an application for a Certificate of Title. Failure to complete or providing a false statement may result in fines or imprisonment.

I/we state that this  5 or  6-digit odometer now reads \_\_\_\_\_, \_\_\_\_\_ .xx miles. Date Read: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.  
(No tenths)

I/we hereby certify that to the best of my/our knowledge the odometer reading:  
 1. REFLECTS ACTUAL MILEAGE.  2. IS NOT THE ACTUAL MILEAGE.  3. IS IN EXCESS OF ITS MECHANICAL LIMITS.



**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
APPLICATION FOR CERTIFICATE OF MOTOR VEHICLE TITLE**

Item C.

**Section 7: DEALER SALES TAX REPORT AND MOTOR VEHICLE TRADE IN INFORMATION (If applicable)**

Florida Sales Tax Registration Number	Dealer License Number	Date of Sale	Amount of Tax	Dealer/Agent Signature
Year of Trade In	Make of Trade In	Title Number of Trade In (If known)	Vehicle Identification Number (VIN) of Trade In	

**Section 8: MOTOR VEHICLE IDENTIFICATION NUMBER VERIFICATION**

This section requires a physical inspection and a verification of the vehicle identification number (VIN) (or the motor number for motor vehicles manufactured prior to 1955) of the motor vehicle described on this form by a licensed Florida dealer, Florida notary public, law enforcement officer, or authorized FLHSMV, tax collector (TC) or license plate agency (LPA) employee. **Complete this section on all used motor vehicles, including trailer (with abbreviation of "TL" and a weight of 2,000lbs or more), not currently titled in Florida.**

**I, the undersigned, certify that I have physically inspected the above-described vehicle:**

Vehicle Identification Number (VIN)	Name Certifying Inspector	Certifying Inspector Signature	Date
-------------------------------------	---------------------------	--------------------------------	------

Select which option best represents the certifying inspector:

<input type="checkbox"/> Law Enforcement	Agency Name: _____	Badge Number: _____	<input type="checkbox"/> Florida Notary Public (Stamp or Seal)  Signature: _____
<input type="checkbox"/> Florida Dealer	Dealer Name: _____	Dealer Number: _____	
<input type="checkbox"/> FLHSMV	Office Name: _____	User ID/Badge: _____	
<input type="checkbox"/> Tax Collector or License Plate Agency	Agency Name: _____	County/Agency: _____	

**Section 9: SALES TAX EXEMPTION CERTIFICATION (If applicable)**

**The purchase of a recreational vehicle to be offered for rent as living accommodations does not qualify for exemption. I certify the motor vehicle described has been purchased and is exempt from the sales tax imposed by Chapter 212, Florida Statutes, by:**

<input type="checkbox"/> Purchaser (state agencies, counties, etc.) holds valid exemption certificate	<input type="checkbox"/> Vehicle will be used exclusively for rental.
Consumer's Certificate of Exemption Number: _____	Sales Tax Registration Number: _____

I hereby certify that ownership of the motor vehicle described on this application, is not subject to Florida Sales and Use Tax for the following reason:

Inheritance   
  Gift   
  Divorce Decree   
  Transfer between a married couple   
  Other: \_\_\_\_\_  
 Even trade or trade down \_\_\_\_\_  
*(State the facts of the even trade or trade down and the transferor information, including the transferor's name and address.)*

**Section 10: REPOSSESSION DECLARATION**

I certify that this motor vehicle was repossessed upon default in the terms of the lien instrument and is now in my possession.

**Section 11: NON-USE AND OTHER CERTIFICATIONS**

If checked, the following certifications are made by the applicant:

I certify that the certificate of title is lost or destroyed.  
 The vehicle identified will not be operated on the streets and highways of this state until properly registered.  
 Other: (explain) \_\_\_\_\_

**Section 12: APPLICATION ATTESTMENT AND SIGNATURES**

**I/We physically inspected the VIN.** (More than one form HSMV 82040 may be used for additional signatures.)

**Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.**

Full Name of Applicant, Owner	Signature of Applicant, Owner	Date
Full Name of Applicant, Co-Owner	Signature of Applicant, Co-Owner	Date

**Section 13: RELEASE OF SPOUSE OR HEIRS INTEREST (If applicable)**

The undersigned person(s) state(s) that \_\_\_\_\_ died on \_\_\_\_\_.

*(Name of deceased)* *(Date)*

Testate (with a will)   
  Intestate (without a will) and left the surviving heir(s) named below.  
 When applicable, the heir(s) (named below) certifies that the certificate of title is lost or destroyed.

**Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.**  
(More than one form HSMV 82040 may be used for additional signatures.)

Full Name of <input type="checkbox"/> Spouse, <input type="checkbox"/> Co-Owner or <input type="checkbox"/> Heir(s)	Signature of Spouse, Co-Owner or Heir(s)	Date
Full Name of <input type="checkbox"/> Spouse, <input type="checkbox"/> Co-Owner or <input type="checkbox"/> Heir(s)	Signature of Spouse, Co-Owner or Heir(s)	Date

**That at the time of death the decedent was owner of the motor vehicle described in section 2 of this form. The person(s) signing above hereby releases all of his/her/their right, title, interest and claim as heir(s) at law, legatee(s), devisee(s), or otherwise to the aforesaid motor vehicle to:**

Full Name of Applicant	Signature of Applicant	Date
Full Name of Applicant	Signature of Applicant	Date

# LOAN CHECKLIST

Item C.

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$344,879.96	02-28-2024	03-01-2034	1500003106	8 / 29	TAA1470	JCD	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** TOWN OF DUNDEE FLORIDA  
PO BOX 1000  
DUNDEE, FL 33838-0000

**Lender:** Citizens Bank and Trust  
Dundee  
P O Box 7  
Frostproof, FL 33843  
(863) 676-4165

## DESCRIPTION

- \_\_\_\_\_ Loan Type: This is a Fixed Rate (5.650%) Nondisclosable Loan to a Government Entity for \$344,879.96 due on March 1, 2034.
- \_\_\_\_\_ Transaction Number: 17133.
- \_\_\_\_\_ Collateral: This transaction is secured by Titled Collateral.
- \_\_\_\_\_ Officer: JCD DANIEL, JASON
- \_\_\_\_\_ Processor: SXG Guess, Sharon
- \_\_\_\_\_ Standard Product: Commercial Term Loan.
- \_\_\_\_\_ Standard Policy: Commercial Loan Policy.
- \_\_\_\_\_ Branch Number and Name: 09 -- Dundee.
- \_\_\_\_\_ General Lending Policy for this transaction is governed by Florida law. Collateral documents printed through LASER PRO for this transaction will be governed by the collateral law state as specified on the Collateral Summary Screen for each piece of collateral.
- \_\_\_\_\_ LASER PRO has identified this as a Florida "General Usury Statute" transaction.

## LOAN DOCUMENTS

- \_\_\_\_\_ Loan Checklist
- \_\_\_\_\_ Governmental Certificate: TOWN OF DUNDEE FLORIDA
- \_\_\_\_\_ Promissory Note
- \_\_\_\_\_ FL Commercial Security Agreement: Collateral owned by TOWN OF DUNDEE FLORIDA
- \_\_\_\_\_ FL Lien Statement: 2024 BATTLE MOTORS let2-sl 31 YARD GARBAGE TRUCK (VIN 1CYAADAC8R1002246)
- \_\_\_\_\_ Agreement To Provide Insurance: Collateral owned by TOWN OF DUNDEE FLORIDA
- \_\_\_\_\_ W-9 Request for Taxpayer ID Number and Certification: TOWN OF DUNDEE FLORIDA
- \_\_\_\_\_ Loan Request Summary
- \_\_\_\_\_ Business Loan Agreement
- \_\_\_\_\_ Customer Information Profile: TOWN OF DUNDEE FLORIDA
- \_\_\_\_\_ Power of Attorney - 2024 BATTLE MOTORS let2-sl 31 YARD GARBAGE TRUCK (VIN 1CYAADAC8R1002246)
- \_\_\_\_\_ FL Application for Certificate of Motor Vehicle Title - 2024 BATTLE MOTORS let2-sl 31 YARD GARBAGE TRUCK (VIN 1CYAADAC8R1002246)
- \_\_\_\_\_ Disbursement Request and Authorization
- \_\_\_\_\_ Boarding Data Sheet: Transaction 17133

This list of documents may not include all the documents needed for this transaction. Applications, verifications, and other specialized documents may be needed.

## LENDER'S CUSTOM WARNINGS

\_\_\_\_\_ **CUSTOMER CLOSING COST.** PLEASE SEE DISBURSEMENT REQUEST & AUTHORIZATION PAGE FOR "BREAK DOWN OF FEES DUE FROM CUSTOMER".

In processing this loan, any warnings in the "Lender Custom Warnings" section should be reviewed. If you have any questions about any warning, consult your compliance officer or LaserPro administrator.

## ENTRY OMISSION WARNINGS TO LENDER

In processing this loan, any omission warnings in this "Entry Omissions" section should be reviewed as provided below.

## ADVISORY WARNINGS TO LENDER

\_\_\_\_\_ **NO LOCATION.** If the Collateral Location for the Florida Titled Motor Vehicle collateral described as "2024 BATTLE MOTORS let2-sl 31 YARD GARBAGE TRUCK (VIN 1CYAADAC8R1002246)" is other than the Grantor's address, return to the Collateral Details window and enter the appropriate address in the "Collateral Location if Other than Owner's Address" prompt. **3CPRAS0011S**

\_\_\_\_\_ **INITIAL SPACES.** You have selected the "Initials for Special Clauses" prompt in your Document Options. At the time of execution of the loan documents, you should check that all spaces are initialed by the Borrower(s) or Grantor(s) where indicated on the loan documents or security instruments. **3CLEAS0410S**

\_\_\_\_\_ **INITIAL 365/360.** In Document Options "Signers Initial 365/360 Int. Calc. Method" has been selected for this type of loan. At the time of execution of the loan documents, you should check that the signer has initialed the Interest Calculation Method paragraph where indicated on the loan documents. Consult your legal counsel if you have questions. **3CLEAS0409S**

**365/360.** A 365/360 interest calculation method has been selected for this loan. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the loan documents. Before committing to this interest calculation method, you should consult your legal counsel or compliance officer. **3BLEAS0160S**

**365/360 MIN MAX.** A 365/360 interest calculation method has been selected for this loan that also contains a ceiling, floor or default rate increase. Your legal counsel should be consulted to determine how a floor, ceiling, or default rate should be applied in conjunction with this accrual. **3BLEAS0163S**

In processing this loan, any warnings in this "Advisory Warnings" section should be reviewed as provided below.

**CRITICAL WARNINGS TO LENDER**

In processing this loan, any warnings in this "Critical Warnings" section should be reviewed as provided below.

**CHECKLIST WARNINGS**

In processing this loan, all warnings appearing above should be reviewed. To generate correct closing documents, it is important to visit and make appropriate selections on all applicable details windows, such as collateral details windows. All closing documents should be reviewed by your compliance officer or legal counsel as specified in the LaserPro Setup Guide. If you have questions about why LaserPro has generated any warning, visit the Finastra Customer Success Community at <https://support.finastra.com> to log into our online self-service Case Management system. If you have legal questions about these warnings or this loan or what action to take, you should seek the advice of your compliance officer or legal counsel.



# GOVERNMENTAL CERTIFICATE

Item C.

<b>Principal</b> \$344,879.96	<b>Loan Date</b> 02-28-2024	<b>Maturity</b> 03-01-2034	<b>Loan No</b> 1500003106	<b>Call / Coll</b> 8 / 29	<b>Account</b> TAA1470	<b>Officer</b> JCD	<b>Initials</b>
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Entity:** TOWN OF DUNDEE FLORIDA  
PO BOX 1000  
DUNDEE, FL 33838-0000

**Lender:** Citizens Bank and Trust  
Dundee  
P O Box 7  
Frostproof, FL 33843  
(863) 676-4165

**WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:**

**THE ENTITY'S EXISTENCE.** The complete and correct name of the governmental entity is TOWN OF DUNDEE FLORIDA ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Florida. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at PO BOX 1000, DUNDEE, FL 33838-0000. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

**CERTIFICATES ADOPTED.** At a meeting of the appropriate governing body of the Entity, duly called and held on **February 28, 2024**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

**OFFICIALS.** The following named persons is an Officials of TOWN OF DUNDEE FLORIDA:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
SAMUEL ERROL PENNANT	MAYOR	Y X	
TANDRA SHERRAYE DAVIS	TOWN MANAGER	Y X	

**ACTIONS AUTHORIZED.** Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, any two (2) of such authorized persons is authorized, empowered, and directed to do the following for and on behalf of the Entity:

**Borrow Money.** To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

**Execute Notes.** To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

**Execute Security Documents.** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

**Negotiate Items.** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

**Further Acts.** In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the Officials may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

**ASSUMED BUSINESS NAMES.** The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: **None.**

**NOTICES TO LENDER.** The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

**CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES.** The Officials named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupy the positions set opposite their respective names. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

**GOVERNMENTAL CERTIFICATE  
(Continued)**

**CONTINUING VALIDITY.** Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

**IN TESTIMONY WHEREOF,** we have hereunto set our hand and attest that the signatures set opposite the names listed above is their genuine signatures.

We each have read all the provisions of this Certificate, and we each personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated February 28, 2024.

**CERTIFIED TO AND ATTESTED BY:**

X \_\_\_\_\_  
SAMUEL ERROL PENNANT, MAYOR of TOWN OF  
DUNDEE FLORIDA

X \_\_\_\_\_  
TANDRA SHERRAYE DAVIS, TOWN MANAGER of  
TOWN OF DUNDEE FLORIDA

NOTE: If the Officials signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.

DRAFT

# GOVERNMENTAL CERTIFICATE

Item C.

<b>Principal</b> \$344,879.96	<b>Loan Date</b> 02-28-2024	<b>Maturity</b> 03-01-2034	<b>Loan No</b> 1500003106	<b>Call / Coll</b> 8 / 29	<b>Account</b> TAA1470	<b>Officer</b> JCD	<b>Initials</b>
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Entity:** TOWN OF DUNDEE FLORIDA  
PO BOX 1000  
DUNDEE, FL 33838-0000

**Lender:** Citizens Bank and Trust  
Dundee  
P O Box 7  
Frostproof, FL 33843  
(863) 676-4165

**WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:**

**THE ENTITY'S EXISTENCE.** The complete and correct name of the governmental entity is TOWN OF DUNDEE FLORIDA ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Florida. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at PO BOX 1000, DUNDEE, FL 33838-0000. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

**CERTIFICATES ADOPTED.** At a meeting of the appropriate governing body of the Entity, duly called and held on **February 28, 2024**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

**OFFICIALS.** The following named persons is an Officials of TOWN OF DUNDEE FLORIDA:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
SAMUEL ERROL PENNANT	MAYOR	Y	X _____
TANDRA SHERRAYE DAVIS	TOWN MANAGER	Y	X _____

**ACTIONS AUTHORIZED.** Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, any two (2) of such authorized persons is authorized, empowered, and directed to do the following for and on behalf of the Entity.

**Borrow Money.** To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

**Execute Notes.** To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

**Execute Security Documents.** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

**Negotiate Items.** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

**Further Acts.** In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the Officials may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

**ASSUMED BUSINESS NAMES.** The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: **None.**

**NOTICES TO LENDER.** The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

**CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES.** The Officials named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupy the positions set opposite their respective names. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

**GOVERNMENTAL CERTIFICATE  
(Continued)**

Item C.

Loan No: 1500003106

**CONTINUING VALIDITY.** Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

**IN TESTIMONY WHEREOF,** we have hereunto set our hand and attest that the signatures set opposite the names listed above is their genuine signatures.

**We each have read all the provisions of this Certificate, and we each personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated February 28, 2024.**

CERTIFIED TO AND ATTESTED BY:

X COPY  
\_\_\_\_\_  
SAMUEL ERROL PENNANT, MAYOR of TOWN OF  
DUNDEE FLORIDA

X COPY  
\_\_\_\_\_  
TANDRA SHERRAYE DAVIS, TOWN MANAGER of  
TOWN OF DUNDEE FLORIDA

NOTE: If the Officials signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.

LaserPro, Ver. 23.4.10.021 Copr. Finastra USA Corporation 1997, 2024. All Rights Reserved. - FL c:\aserpro\2024\EXTRA\CFNLPLIC22.FC TR-17133 PR-36

# BUSINESS LOAN AGREEMENT

Item C.

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$344,879.96	02-28-2024	03-01-2034	1500003106	8 / 29	TAA1470	JCD	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** TOWN OF DUNDEE FLORIDA  
PO BOX 1000  
DUNDEE, FL 33838-0000

**Lender:** Citizens Bank and Trust  
Dundee  
P O Box 7  
Frostproof, FL 33843  
(863) 676-4165

THIS BUSINESS LOAN AGREEMENT dated February 28, 2024, is made and executed between TOWN OF DUNDEE FLORIDA ("Borrower") and Citizens Bank and Trust ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

**TERM.** This Agreement shall be effective as of February 28, 2024, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

**CONDITIONS PRECEDENT TO EACH ADVANCE.** Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

**Loan Documents.** Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

**Borrower's Authorization.** Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

**Payment of Fees and Expenses.** Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

**Representations and Warranties.** The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

**No Event of Default.** There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

**REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

**Organization.** Borrower is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Florida. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at PO BOX 1000, DUNDEE, FL 33838-0000. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

**Assumed Business Names.** Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

**Authorization.** Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

**Financial Information.** Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

**Legal Effect.** This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

**Properties.** Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

**Hazardous Substances.** Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1)



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the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

**Litigation and Claims.** No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

**Taxes.** To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

**Lien Priority.** Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

**Binding Effect.** This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

**AFFIRMATIVE COVENANTS.** Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

**Notices of Claims and Litigation.** Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

**Financial Records.** Maintain its books and records in accordance with GAAP, or an OCBOA acceptable to Lender, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

**Financial Statements.** Furnish Lender with the following:

**Additional Requirements. COVENANTS:**

**1. BORROWER IS TO PROVIDE ANNUAL AUDITED FINANCIAL STATEMENTS WITHIN 30 DAYS OF FILING BUT NO LATER APRIL 30TH.**

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, or an OCBOA acceptable to Lender, applied on a consistent basis, and certified by Borrower as being true and correct.

**Additional Information.** Furnish such additional information and statements, as Lender may request from time to time.

**Insurance.** Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least twenty (20) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

**Insurance Reports.** Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

**Other Agreements.** Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

**Loan Proceeds.** Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

**Taxes, Charges and Liens.** Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge,

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levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP or an OCBOA acceptable to Lender.

**Performance.** Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

**Operations.** Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

**Environmental Studies.** Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

**Compliance with Governmental Requirements.** Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Inspection.** Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

**Environmental Compliance and Reports.** Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

**Additional Assurances.** Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

**CESSATION OF ADVANCES.** If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Borrower fails to make any payment when due under the Loan.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**EFFECT OF AN EVENT OF DEFAULT.** If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Consent to Loan Participation.** Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Florida.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses



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shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Subsidiaries and Affiliates of Borrower.** To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

**Successors and Assigns.** All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

**Survival of Representations and Warranties.** Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**Waive Jury.** All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party. (Initial Here \_\_\_\_\_)

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

**Advance.** The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

**Agreement.** The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

**Borrower.** The word "Borrower" means TOWN OF DUNDEE FLORIDA and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Grantor.** The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

**Lender.** The word "Lender" means Citizens Bank and Trust, its successors and assigns.

**Loan.** The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter

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existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

**Note.** The word "Note" means the Note dated February 28, 2024 and executed by TOWN OF DUNDEE FLORIDA in the principal amount of \$344,879.96, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**OCBOA.** The term "OCBOA" means Other Comprehensive Basis of Accounting, as designated by Lender in writing as an acceptable alternative to GAAP.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

**Security Agreement.** The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

**Security Interest.** The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

**BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED FEBRUARY 28, 2024.**

**BORROWER:**

**TOWN OF DUNDEE FLORIDA**

By: SAMUEL ERROL PENNANT, MAYOR of TOWN OF DUNDEE FLORIDA

By: TANDRA SHERRAYE DAVIS, TOWN MANAGER of TOWN OF DUNDEE FLORIDA

**LENDER:**

**CITIZENS BANK AND TRUST**

By: Authorized Signer

# BUSINESS LOAN AGREEMENT

Item C.

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$344,879.96	02-28-2024	03-01-2034	1500003106	8 / 29	TAA1470	JCD	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** TOWN OF DUNDEE FLORIDA  
PO BOX 1000  
DUNDEE, FL 33838-0000

**Lender:** Citizens Bank and Trust  
Dundee  
P O Box 7  
Frostproof, FL 33843  
(863) 676-4165

THIS BUSINESS LOAN AGREEMENT dated February 28, 2024, is made and executed between TOWN OF DUNDEE FLORIDA ("Borrower") and Citizens Bank and Trust ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

**TERM.** This Agreement shall be effective as of February 28, 2024, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

**CONDITIONS PRECEDENT TO EACH ADVANCE.** Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

**Loan Documents.** Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

**Borrower's Authorization.** Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

**Payment of Fees and Expenses.** Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

**Representations and Warranties.** The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

**No Event of Default.** There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

**REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

**Organization.** Borrower is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Florida. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at PO BOX 1000, DUNDEE, FL 33838-0000. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

**Assumed Business Names.** Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

**Authorization.** Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

**Financial Information.** Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

**Legal Effect.** This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

**Properties.** Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

**Hazardous Substances.** Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1)

**BUSINESS LOAN AGREEMENT  
(Continued)**

Item C.

Loan No: 1500003106

the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

**Litigation and Claims.** No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

**Taxes.** To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

**Lien Priority.** Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

**Binding Effect.** This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

**AFFIRMATIVE COVENANTS.** Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

**Notices of Claims and Litigation.** Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

**Financial Records.** Maintain its books and records in accordance with GAAP, or an OCBOA acceptable to Lender, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

**Financial Statements.** Furnish Lender with the following:

**Additional Requirements. COVENANTS:**

**1. BORROWER IS TO PROVIDE ANNUAL AUDITED FINANCIAL STATEMENTS WITHIN 30 DAYS OF FILING BUT NO LATER APRIL 30TH.**

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, or an OCBOA acceptable to Lender, applied on a consistent basis, and certified by Borrower as being true and correct.

**Additional Information.** Furnish such additional information and statements, as Lender may request from time to time.

**Insurance.** Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least twenty (20) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

**Insurance Reports.** Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

**Other Agreements.** Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

**Loan Proceeds.** Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

**Taxes, Charges and Liens.** Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge,



# BUSINESS LOAN AGREEMENT (Continued)

Item C.

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levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP or an OCBOA acceptable to Lender.

**Performance.** Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

**Operations.** Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

**Environmental Studies.** Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

**Compliance with Governmental Requirements.** Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Inspection.** Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

**Environmental Compliance and Reports.** Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

**Additional Assurances.** Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

**CESSATION OF ADVANCES.** If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Borrower fails to make any payment when due under the Loan.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**BUSINESS LOAN AGREEMENT  
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**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**EFFECT OF AN EVENT OF DEFAULT.** If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Consent to Loan Participation.** Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Florida.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight carrier, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses

shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Subsidiaries and Affiliates of Borrower.** To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

**Successors and Assigns.** All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

**Survival of Representations and Warranties.** Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**Waive Jury.** All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party. (Initial Here \_\_\_\_\_)

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

**Advance.** The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

**Agreement.** The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

**Borrower.** The word "Borrower" means TOWN OF DUNDEE FLORIDA and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Grantor.** The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

**Lender.** The word "Lender" means Citizens Bank and Trust, its successors and assigns.

**Loan.** The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter

**BUSINESS LOAN AGREEMENT  
(Continued)**

Item C.

Loan No: 1500003106

existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

**Note.** The word "Note" means the Note dated February 28, 2024 and executed by TOWN OF DUNDEE FLORIDA in the principal amount of \$344,879.96, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**OCBOA.** The term "OCBOA" means Other Comprehensive Basis of Accounting, as designated by Lender in writing as an acceptable alternative to GAAP.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

**Security Agreement.** The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

**Security Interest.** The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

**BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED FEBRUARY 28, 2024.**

**BORROWER:**

**TOWN OF DUNDEE FLORIDA**

By: COPY  
SAMUEL ERROL PENNANT, MAYOR of TOWN OF DUNDEE FLORIDA

By: COPY  
TANDRA SHERRAYE DAVIS, TOWN MANAGER of TOWN OF DUNDEE FLORIDA

**LENDER:**

**CITIZENS BANK AND TRUST**

By: COPY  
Authorized Signer

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**CUSTOMER INFORMATION PROFILE**

TOWN OF DUNDEE FL

Item C.

**CUSTOMER INFORMATION**

Customer Name: TOWN OF DUNDEE FLORIDA  
Customer Type: Government  
Street Address: PO BOX 1000  
DUNDEE, FL 33838-0000  
Primary Phone Number: (863) 438-8330  
Cell Phone Number:  
Secondary Phone Number: (863) 438-8330  
Email: tdavis@townofdundee.com

Customer Number: TAA1470  
Mailing Address: PO BOX 1000  
DUNDEE, FL 33838-0000

**IDENTIFICATION**

Taxpayer ID: 59-6000309  Taxpayer ID Applied For  
Primary ID: Other Approved w BSA  
ID Number: MEETING MINUTES  
Issue Date:  
Issued By: State of Florida, USA  
Secondary ID: SUNBIZ.ORG  
ID Number: LEAGUE OF CITIES  
Issue Date:  
Issued By: State of Florida, USA

**ACCOUNT INFORMATION**

Branch Location: 09 Dundee  
Bank Rep. Name: Guess, Sharon

Product Type	Loan Number	Opening Date
Commercial Term Loan	1500003106	02-28-2024

**RESULTS OF DOCUMENTARY VERIFICATION**

Customer's Identity has been verified using the above described identification documents  
Verification Method:  
  
 Unable to verify customer's identity  
Explanation and resolution of discrepancies:

**RESULTS OF NON-DOCUMENTARY VERIFICATION**

Customer's Identity has been verified using the non-documentary methods described below:  
 ChexSystems<sup>SM</sup> Verification  Logical Verification  Other \_\_\_\_\_  
 Credit Report Obtained  Fraud/Bad Check Database Checked  Other \_\_\_\_\_  
 Financial Statement  Reference Check  Other \_\_\_\_\_  
  
 Unable to verify customer's identity (explanation and resolution of discrepancies):

**COMPARISON WITH GOVERNMENT LISTS**

Does customer's name appear on any list of known or suspected terrorists or terrorist organizations issued by any Federal government agency?  
 Yes  No

**VERIFICATION CONDUCTED BY**

LENDER:

CITIZENS BANK AND TRUST

X \_\_\_\_\_  
Authorized Signer Date

# PROMISSORY NOTE

Item C.

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$344,879.96	02-28-2024	03-01-2034	1500003106	8 / 29	TAA1470	JCD	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** TOWN OF DUNDEE FLORIDA  
PO BOX 1000  
DUNDEE, FL 33838-0000

**Lender:** Citizens Bank and Trust  
Dundee  
P O Box 7  
Frostproof, FL 33843  
(863) 676-4165

**Principal Amount: \$344,879.96**

**Date of Note: February 28, 2024**

**PROMISE TO PAY.** TOWN OF DUNDEE FLORIDA ("Borrower") promises to pay to Citizens Bank and Trust ("Lender"), or order, in lawful money of the United States of America, the principal amount of Three Hundred Forty-four Thousand Eight Hundred Seventy-nine & 96/100 Dollars (\$344,879.96), together with interest on the unpaid principal balance from February 28, 2024, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 5.650% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

**PAYMENT.** Borrower will pay this loan in 120 payments of \$3,784.23 each payment. Borrower's first payment is due April 1, 2024, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on March 1, 2034, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs.

**MAXIMUM INTEREST RATE.** Under no circumstances will the interest rate on this Note exceed (except for any higher default rate shown below) the lesser of 18.000% per annum or the maximum rate allowed by applicable law.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note. (Initial Here \_\_\_\_\_)

**RECEIPT OF PAYMENTS.** All payments must be made in U.S. dollars and must be received by Lender at:

Citizens Bank and Trust  
P O Box 7  
Frostproof, FL 33843

All payments must be received by Lender consistent with any written payment instructions provided by Lender. If a payment is made consistent with Lender's payment instructions but received after Monday thru Thursday 5:30 PM Eastern Time and Friday 6:00 PM Eastern Time on a business day, Lender will credit Borrower's payment on the next business day.

**PREPAYMENT.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Citizens Bank and Trust, P O Box 7 Frostproof, FL 33843.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$50.00, whichever is greater.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor's forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender mon

**PROMISSORY NOTE  
(Continued)**

Item C.

Loan No: 1500003106

a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender the amount of these costs and expenses, which includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. (Initial Here \_\_\_\_\_ )

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Florida.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein:

(A) a Commercial Security Agreement dated February 28, 2024 made and executed between TOWN OF DUNDEE FLORIDA and Lender on collateral described as:

2024 BATTLE MOTORS let2-sl 31 YARD GARBAGE TRUCK (VIN 1CYAADAC8R1002246)

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Citizens Bank and Trust P O Box 7 Frostproof, FL 33843.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Florida (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

**TOWN OF DUNDEE FLORIDA**

By: SAMUEL ERROL PENNANT, MAYOR of TOWN OF DUNDEE FLORIDA

By: TANDRA SHERRAYE DAVIS, TOWN MANAGER of TOWN OF DUNDEE FLORIDA

**Florida Documentary Stamp Tax**

**No Florida documentary stamp tax is due on the transaction as the Borrower is tax exempt.**

\* LaserPro, Ver. 23.4.10.021 Copr. Finastra USA Corporation 1997, 2024. All Rights Reserved. - FL c:\laserpro-root\EXTRA\FILPLD20 FC TR-17133 PR-36

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# PROMISSORY NOTE

Item C.

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$344,879.96	02-28-2024	03-01-2034	1500003106	8 / 29	TAA1470	JCD	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** TOWN OF DUNDEE FLORIDA  
PO BOX 1000  
DUNDEE, FL 33838-0000

**Lender:** Citizens Bank and Trust  
Dundee  
P O Box 7  
Frostproof, FL 33843  
(863) 676-4165

**Principal Amount: \$344,879.96**

**Date of Note: February 28, 2024**

**PROMISE TO PAY.** TOWN OF DUNDEE FLORIDA ("Borrower") promises to pay to Citizens Bank and Trust ("Lender"), or order, in lawful money of the United States of America, the principal amount of Three Hundred Forty-four Thousand Eight Hundred Seventy-nine & 96/100 Dollars (\$344,879.96), together with interest on the unpaid principal balance from February 28, 2024, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 5.650% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

**PAYMENT.** Borrower will pay this loan in 120 payments of \$3,784.23 each payment. Borrower's first payment is due April 1, 2024, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on March 1, 2034, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs.

**MAXIMUM INTEREST RATE.** Under no circumstances will the interest rate on this Note exceed (except for any higher default rate shown below) the lesser of 18.000% per annum or the maximum rate allowed by applicable law.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note. (Initial Here \_\_\_\_\_)

**RECEIPT OF PAYMENTS.** All payments must be made in U.S. dollars and must be received by Lender at:

Citizens Bank and Trust  
P O Box 7  
Frostproof, FL 33843

All payments must be received by Lender consistent with any written payment instructions provided by Lender. If a payment is made consistent with Lender's payment instructions but received after Monday thru Thursday 5:30 PM Eastern Time and Friday 6:00 PM Eastern Time on a business day, Lender will credit Borrower's payment on the next business day.

**PREPAYMENT.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Citizens Bank and Trust, P O Box 7 Frostproof, FL 33843.**

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$50.00, whichever is greater.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default does not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor's forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies

**PROMISSORY NOTE  
(Continued)**

Item C.

Loan No: 1500003106

a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender the amount of these costs and expenses, which includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. (Initial Here \_\_\_\_\_)

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Florida.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein:

(A) a Commercial Security Agreement dated February 28, 2024 made and executed between TOWN OF DUNDEE FLORIDA and Lender on collateral described as:

2024 BATTLE MOTORS let2-sl 31 YARD GARBAGE TRUCK (VIN 1CYAADAC8R1002246)

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Citizens Bank and Trust P O Box 7 Frostproof, FL 33843.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Florida (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

**TOWN OF DUNDEE FLORIDA**

By: COPY  
SAMUEL ERROL PENNANT, MAYOR of TOWN OF DUNDEE FLORIDA

By: COPY  
TANDRA SHERRAYE DAVIS, TOWN MANAGER of TOWN OF DUNDEE FLORIDA



**Florida Documentary Stamp Tax**

**No Florida documentary stamp tax is due on the transaction as the Borrower is tax exempt.**

LaserPro, Ver. 23.4.10.021 Copr. Finastra USA Corporation 1997, 2024. All Rights Reserved. - FL c:\asepro-root\EXTRA\CFILPLD20 FC TR-17133 PR-36

DRAFT

# COMMERCIAL SECURITY AGREEMENT

Item C.

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$344,879.96	02-28-2024	03-01-2034	1500003106	8 / 29	TAA1470	JCD	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Grantor:** TOWN OF DUNDEE FLORIDA  
PO BOX 1000  
DUNDEE, FL 33838-0000

**Lender:** Citizens Bank and Trust  
Dundee  
P O Box 7  
Frostproof, FL 33843  
(863) 676-4165

THIS COMMERCIAL SECURITY AGREEMENT dated February 28, 2024, is made and executed between TOWN OF DUNDEE FLORIDA ("Grantor") and Citizens Bank and Trust ("Lender").

**GRANT OF SECURITY INTEREST.** For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

**COLLATERAL DESCRIPTION.** The word "Collateral" as used in this Agreement means the following described property in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

**2024 BATTLE MOTORS let2-sl 31 YARD GARBAGE TRUCK (VIN 1CYAADAC8R1002246)**

In addition, the word "Collateral" also includes all the following:

- (A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL.** With respect to the Collateral, Grantor represents and promises to Lender that:

**Perfection of Security Interest.** Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

**Notices to Lender.** Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the structure of the entity Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's principal residence; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name will take effect until after Lender has received notice.

**No Violation.** The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party.

**Enforceability of Collateral.** To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

**Location of the Collateral.** Except for vehicles, and except otherwise in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. If the Collateral is a vehicle, Grantor will keep the Collateral at those addresses except for routine travel. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

**Removal of the Collateral.** Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor not take or permit any action which would require application for certificates of title for the vehicles outside the State of Florida, w



Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

**Transactions Involving Collateral.** Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

**Title.** Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

**Repairs and Maintenance.** Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

**Inspection of Collateral.** Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

**Taxes, Assessments and Liens.** Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, reasonable attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

**Compliance with Governmental Requirements.** Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

**Hazardous Substances.** Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

**Maintenance of Casualty Insurance.** Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least twenty (20) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

**Application of Insurance Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Collateral if the estimated cost of repair or replacement exceeds \$500.00, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

**Insurance Reserves.** Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall rest with Grantor's sole responsibility.

**Insurance Reports.** Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such

**COMMERCIAL SECURITY AGREEMENT  
(Continued)**

Item C.

Loan No: 1500003106

information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

**Financing Statements.** Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

**GRANTOR'S RIGHT TO POSSESSION.** Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Florida Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

**Accelerate Indebtedness.** Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

**Assemble Collateral.** Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

**Sell the Collateral.** Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

**Appoint Receiver.** In the event of a suit being instituted to foreclose this Agreement, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Collateral, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Collateral, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Collect Revenues, Apply Accounts.** Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

**Obtain Deficiency.** If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

**Other Rights and Remedies.** Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

**Election of Remedies.** Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Florida.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may

**COMMERCIAL SECURITY AGREEMENT  
(Continued)**

Item C.

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granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Power of Attorney.** Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**Waive Jury.** All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party. (Initial Here \_\_\_\_\_)

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

**Borrower.** The word "Borrower" means TOWN OF DUNDEE FLORIDA and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**Grantor.** The word "Grantor" means TOWN OF DUNDEE FLORIDA.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

**Lender.** The word "Lender" means Citizens Bank and Trust, its successors and assigns.

**Note.** The word "Note" means the Note dated February 28, 2024 and executed by TOWN OF DUNDEE FLORIDA in the principal amount of \$344,879.96, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.





# COMMERCIAL SECURITY AGREEMENT

Item C.

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$344,879.96	02-28-2024	03-01-2034	1500003106	8 / 29	TAA1470	JCD	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Grantor:** TOWN OF DUNDEE FLORIDA  
PO BOX 1000  
DUNDEE, FL 33838-0000

**Lender:** Citizens Bank and Trust  
Dundee  
P O Box 7  
Frostproof, FL 33843  
(863) 676-4165

THIS COMMERCIAL SECURITY AGREEMENT dated February 28, 2024, is made and executed between TOWN OF DUNDEE FLORIDA ("Grantor") and Citizens Bank and Trust ("Lender").

**GRANT OF SECURITY INTEREST.** For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

**COLLATERAL DESCRIPTION.** The word "Collateral" as used in this Agreement means the following described property in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

**2024 BATTLE MOTORS let2-sl 31 YARD GARBAGE TRUCK (VIN 1CYAADAC8R1002246)**

In addition, the word "Collateral" also includes all the following:

- (A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL.** With respect to the Collateral, Grantor represents and promises to Lender that:

**Perfection of Security Interest.** Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

**Notices to Lender.** Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the structure of the entity Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's principal residence; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name will take effect until after Lender has received notice.

**No Violation.** The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party.

**Enforceability of Collateral.** To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

**Location of the Collateral.** Except for vehicles, and except otherwise in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. If the Collateral is a vehicle, Grantor will keep the Collateral at those addresses except for routine travel. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

**Removal of the Collateral.** Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Florida, with



Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

**Transactions Involving Collateral.** Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

**Title.** Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

**Repairs and Maintenance.** Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

**Inspection of Collateral.** Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

**Taxes, Assessments and Liens.** Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, reasonable attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

**Compliance with Governmental Requirements.** Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

**Hazardous Substances.** Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

**Maintenance of Casualty Insurance.** Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least twenty (20) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

**Application of Insurance Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Collateral if the estimated cost of repair or replacement exceeds \$500.00, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

**Insurance Reserves.** Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall rest with Grantor's sole responsibility.

**Insurance Reports.** Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such

**COMMERCIAL SECURITY AGREEMENT  
(Continued)**

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information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

**Financing Statements.** Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

**GRANTOR'S RIGHT TO POSSESSION.** Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Florida Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

**Accelerate Indebtedness.** Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

**Assemble Collateral.** Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

**Sell the Collateral.** Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

**Appoint Receiver.** In the event of a suit being instituted to foreclose this Agreement, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Collateral, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Collateral, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Collect Revenues, Apply Accounts.** Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

**Obtain Deficiency.** If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

**Other Rights and Remedies.** Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

**Election of Remedies.** Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Florida.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may

**COMMERCIAL SECURITY AGREEMENT  
(Continued)**

Item C.

Loan No: 150003106

granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender is deemed to be notice given to all Grantors.

**Power of Attorney.** Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**Waive Jury.** All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party. (Initial Here \_\_\_\_\_)

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

**Borrower.** The word "Borrower" means TOWN OF DUNDEE FLORIDA and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**Grantor.** The word "Grantor" means TOWN OF DUNDEE FLORIDA.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

**Lender.** The word "Lender" means Citizens Bank and Trust, its successors and assigns.

**Note.** The word "Note" means the Note dated February 28, 2024 and executed by TOWN OF DUNDEE FLORIDA in the principal amount of \$344,879.96, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.



**COMMERCIAL SECURITY AGREEMENT  
(Continued)**

Item C.

Loan No: 1500003106

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED FEBRUARY 28, 2024.

GRANTOR:

TOWN OF DUNDEE FLORIDA

By: COPY  
SAMUEL ERROL PENNANT, MAYOR of TOWN OF  
DUNDEE FLORIDA

By: COPY  
TANDRA SHERRAYE DAVIS, TOWN MANAGER of  
TOWN OF DUNDEE FLORIDA

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**APPLICATION FOR NOTICE OF LIEN / REASSIGNMENT OF LIEN OR  
NOTICE TO FIRST LIENHOLDER OF SUBSEQUENT LIEN**

SECTIONS 1 AND 2 SHOULD BE COMPLETED IF ADDING AN ORIGINAL LIEN.       MOTOR VEHICLE       MOBILE HOME  
SECTIONS 1 AND 3 SHOULD BE COMPLETED IF REASSIGNING A LIEN.  
SECTIONS 1, 2 AND 4 SHOULD BE COMPLETED IF ADDING A SUBSEQUENT LIEN.       OFF-HWY VEHICLE       VESSEL

1) DESCRIPTION OF MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL DESCRIPTION			
IDENTIFICATION NUMBER <b>1CYAADAC8R1002246</b>		VESSEL REGISTRATION NUMBER	
MAKE/MANUFACTURER <b>BATTLE MOTORS</b>	YEAR <b>2024</b>	MODEL <b>let2-sl</b>	WT.-LGTH.-BHP
COLOR	TYPE	USE	
CERTIFICATE OF TITLE NUMBER		PREVIOUS ISSUE DATE	LICENSE PLATE NUMBER

2) NOTICE OF LIEN - LIENHOLDER INFORMATION			
<input type="checkbox"/> FEID#		<input type="checkbox"/> Driver License Number and Sex and Date of Birth	
		<input checked="" type="checkbox"/> DMV Account# <b>200019914</b>	
DATE OF LIEN <b>02-28-2024</b>	LIENHOLDER NAME <b>Citizens Bank and Trust</b>	LIENHOLDER'S E-MAIL ADDRESS	
LIENHOLDER ADDRESS <b>P O Box 7</b>	CITY <b>Frostproof</b>	STATE <b>FL</b>	ZIP CODE <b>33843</b>

Electronic title and lien participant (Electronic title only).  
 If the lienholder authorizes the department to send title to the owner, check box and countersign. **(DOES NOT APPLY TO VESSELS)** \_\_\_\_\_  
Signature of Lienholder's Representative

**One of the following boxes must be checked:**  
 A security agreement, retain title contract, conditional bill of sale, chattel mortgage or other similar instrument was executed prior to the filing of this notice of lien.  
 This notice of lien is being filed before a security agreement, retain title contract, conditional bill of sale, chattel mortgage or other similar instrument is being executed.

**UNDER PENALTIES OF PERJURY, I (WE) DECLARE THAT I (WE) HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.**      Date \_\_\_\_\_

_____ Signature of Registered Owner  <b>TOWN OF DUNDEE FLORIDA</b> Print Name Of Registered Owner  <b>PO BOX 1000</b> Street Address (Owner)  <b>DUNDEE</b> <b>FL</b> <b>33838-0000</b> City      State      Zip Code	_____ Signature of Registered Co-Owner  _____ Print Name Of Registered Co-Owner  _____ Street Address (Co-Owner)  _____      _____      _____ City      State      Zip Code
---	---

**3) APPLICATION FOR REASSIGNMENT OF LIEN**

The undersigned hereby represents that they are the assignee of that certain  first or  second lien dated the \_\_\_\_\_ day of (Month/Year) \_\_\_\_\_, covering the motor vehicle, mobile home, off-highway vehicle or vessel described in section one of this form and request that the Florida Certificate of Title, which was issued on (Month/Day/Year) \_\_\_\_\_, be re-issued to show such lien as now being held by the undersigned applicant and represents that on this date there is a balance as principal still due and unpaid.

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.**

_____ Name of Assignee (New Lienholder)	By _____ Signature of Lienholder's Representative  _____ Title
Address _____	City _____ State _____ Zip Code _____

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.**

_____ Name of Assignor (Lienholder currently shown on Title)	By _____ Signature of Lienholder's Representative  _____ Title
---	--



4) NOTICE TO FIRST LIENHOLDER OF SUBSEQUENT LIEN

Item C.

Date \_\_\_\_\_

To: \_\_\_\_\_  
First Lienholder

Address: \_\_\_\_\_

City and State: \_\_\_\_\_ Zip Code \_\_\_\_\_

You are the first lienholder on Title Number \_\_\_\_\_ covering the motor vehicle, mobile home, off-highway vehicle or vessel described on the reverse of this form, which is recorded in the office of the DIVISION OF MOTORIST SERVICES in Tallahassee, Florida. **FLORIDA STATUTES REQUIRE THE FIRST LIENHOLDER TO SUBMIT THE CERTIFICATE OF TITLE TO THE DIVISION OF MOTORIST SERVICES WITHIN TEN (10) DAYS AFTER RECEIPT OF THIS NOTICE, UNLESS THE DMV DATABASE REFLECTS AN ELECTRONIC TITLE.** This is to advise you that I have this date placed an additional lien on the above described motor vehicle, vessel, off-highway vehicle or mobile home with:

Name of Subsequent Lienholder \_\_\_\_\_ Lienholders E-mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Please forward the above mentioned Certificate of Title with this request attached, if applicable, to the DIVISION OF MOTORIST SERVICES, at Tallahassee, Florida, for the purpose of recording the subsequent lien thereon. When the subsequent lien is recorded, the Division of Motorist Services will mail a Certificate of Title to you, if applicable, as first lienholder.

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.**

Signed: \_\_\_\_\_  
Signature of Owner \_\_\_\_\_ Signature of Co-Owner \_\_\_\_\_

Name: \_\_\_\_\_  
Print or Type \_\_\_\_\_ Print or Type \_\_\_\_\_

**INSTRUCTIONS WHEN USING SECTION 4 OF THIS FORM:**

Prepare in duplicate and send a copy of this form by registered or certified mail with the returned receipt requested to the first lienholder, as shown on the DMV database record. Submit the original copy of the form to a county tax collector's office with the return receipt signed by the first lienholder and the lien recording fee provided by section 328.14(6), Florida Statutes, for vessels, by section 319.32(1) and (2)(a), Florida Statutes, for motor vehicles and mobile homes and sections 317.0006(5)(a), & 317.0007(1), Florida Statutes, for off-highway vehicles.

**Notice to the First Lienholder:** If you fail, neglect, or refuse to forward the certificate of title to the department within 10 days from the date of the owner's request, the department, on the written request of the subsequent lienholder or an assignee thereof, shall make written demand to you for the return of such certificate of title for the notation of the second or subsequent lien or encumbrance.

THIS FORM IS A COMBINATION OF FORMS HSMV 82139, HSMV 82140, HSMV 82365 AND HSMV 87004.

Check your local phone book government pages or visit the following website for current mailing addresses:  
<http://www.flhsmv.gov/offices/>

# AGREEMENT TO PROVIDE INSURANCE

Item C.

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$344,879.96	02-28-2024	03-01-2034	1500003106	8 / 29	TAA1470	JCD	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Grantor:** TOWN OF DUNDEE FLORIDA  
PO BOX 1000  
DUNDEE, FL 33838-0000

**Lender:** Citizens Bank and Trust  
Dundee  
P O Box 7  
Frostproof, FL 33843  
(863) 676-4165

**INSURANCE REQUIREMENTS.** Grantor, TOWN OF DUNDEE FLORIDA ("Grantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Grantor by Lender. These requirements are set forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):

**Collateral:** 2024 BATTLE MOTORS let2-sl 31 YARD GARBAGE TRUCK (VIN 1CYAADAC8R1002246).

**Type:** Comprehensive and collision.

**Amount:** Loan Amount.

**Basis:** Actual cash value.

**Endorsements:** Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 20 days prior written notice to Lender.

**Latest Delivery Date:** By the loan closing date.

**INSURANCE COMPANY.** Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender.

**INSURANCE MAILING ADDRESS.** All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

Citizens Bank and Trust, ISAOA/ATIMA  
Its successors and or assigns as their interests may appear  
P O Box 7  
Frostproof, FL 33843

**FAILURE TO PROVIDE INSURANCE.** Grantor agrees to deliver to Lender, on the latest delivery date stated above, evidence of the required insurance as provided above, with an effective date of February 28, 2024, or earlier. Grantor acknowledges and agrees that if Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may do so at Grantor's expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be added to the indebtedness as provided in the security document. GRANTOR ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID BALANCE OF THE DEBT, EXCLUDING ANY UNEARNED FINANCE CHARGES, OR (2) THE VALUE OF THE COLLATERAL; HOWEVER, GRANTOR'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

**AUTHORIZATION.** For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED FEBRUARY 28, 2024.**

**GRANTOR:**

TOWN OF DUNDEE FLORIDA

By: SAMUEL ERROL PENNANT, MAYOR of TOWN OF DUNDEE FLORIDA

By: TANDRA SHERRAYE DAVIS, TOWN MANAGER of TOWN OF DUNDEE FLORIDA

**AGREEMENT TO PROVIDE INSURANCE  
(Continued)**

**FOR LENDER USE ONLY  
INSURANCE VERIFICATION**

DATE: \_\_\_\_\_ PHONE \_\_\_\_\_

AGENT'S NAME: \_\_\_\_\_

AGENCY: **BALDWIN KRYSTYN SHERMAN PARTNERS, LLC dba BKS PATNERS**

ADDRESS: **1115 BARTOW RD, LAKELAND, FL 33801**

INSURANCE COMPANY: **PUBLIC RISK UNDERWRITERS**

POLICY NUMBER: **PKFL1053200423-14**

EFFECTIVE DATES: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

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# AGREEMENT TO PROVIDE INSURANCE

Item C.

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$344,879.96	02-28-2024	03-01-2034	1500003106	8 / 29	TAA1470	JCD	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Grantor:** TOWN OF DUNDEE FLORIDA  
PO BOX 1000  
DUNDEE, FL 33838-0000

**Lender:** Citizens Bank and Trust  
Dundee  
P O Box 7  
Frostproof, FL 33843  
(863) 676-4165

**INSURANCE REQUIREMENTS.** Grantor, TOWN OF DUNDEE FLORIDA ("Grantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Grantor by Lender. These requirements are set forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):

**Collateral:** 2024 BATTLE MOTORS let2-sl 31 YARD GARBAGE TRUCK (VIN 1CYAADAC8R1002246).

**Type:** Comprehensive and collision.

**Amount:** Loan Amount.

**Basis:** Actual cash value.

**Endorsements:** Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 20 days prior written notice to Lender.

**Latest Delivery Date:** By the loan closing date.

**INSURANCE COMPANY.** Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender.

**INSURANCE MAILING ADDRESS.** All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

Citizens Bank and Trust, ISAOA/ATIMA  
Its successors and or assigns as their interests may appear  
P O Box 7  
Frostproof, FL 33843

**FAILURE TO PROVIDE INSURANCE.** Grantor agrees to deliver to Lender, on the latest delivery date stated above, evidence of the required insurance as provided above, with an effective date of February 28, 2024, or earlier. Grantor acknowledges and agrees that if Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may do so at Grantor's expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be added to the indebtedness as provided in the security document. GRANTOR ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID BALANCE OF THE DEBT, EXCLUDING ANY UNEARNED FINANCE CHARGES, OR (2) THE VALUE OF THE COLLATERAL; HOWEVER, GRANTOR'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

**AUTHORIZATION.** For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED FEBRUARY 28, 2024.**

**GRANTOR:**

TOWN OF DUNDEE FLORIDA

By: COPY

SAMUEL ERROL PENNANT, MAYOR of TOWN OF DUNDEE FLORIDA

By: COPY

TANDRA SHERRAYE DAVIS, TOWN MANAGER of TOWN OF DUNDEE FLORIDA

**AGREEMENT TO PROVIDE INSURANCE  
(Continued)**

Item C.

Loan No: 1500003106

<b>FOR LENDER USE ONLY INSURANCE VERIFICATION</b>		PHONE _____
DATE: _____		
AGENT'S NAME: _____		
AGENCY: <b>BALDWIN KRISTYN SHERMAN PARTNERS, LLC dba BKS PATNERS</b>		
ADDRESS: <b>1115 BARTOW RD, LAKE LAND, FL 33801</b>		
INSURANCE COMPANY: <b>PUBLIC RISK UNDERWRITERS</b>		
POLICY NUMBER: <b>PKFL1053200423-14</b>		
EFFECTIVE DATES: _____		
COMMENTS: _____		
_____		

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DRAFT

# DISBURSEMENT REQUEST AND AUTHORIZATION

Item C.

<b>Principal</b> \$344,879.96	<b>Loan Date</b> 02-28-2024	<b>Maturity</b> 03-01-2034	<b>Loan No</b> 1500003106	<b>Call / Coll</b> 8 / 29	<b>Account</b> TAA1470	<b>Officer</b> JCD	<b>Initials</b>
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** TOWN OF DUNDEE FLORIDA  
PO BOX 1000  
DUNDEE, FL 33838-0000

**Lender:** Citizens Bank and Trust  
Dundee  
P O Box 7  
Frostproof, FL 33843  
(863) 676-4165

**LOAN TYPE.** This is a Fixed Rate (5.650%) Nondisclosable Loan to a Government Entity for \$344,879.96 due on March 1, 2034.

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is for (please initial):

- \_\_\_\_\_ Personal, Family, or Household Purposes or Personal Investment.
- \_\_\_\_\_ Business (Including Real Estate Investment).

**SPECIFIC PURPOSE.** The specific purpose of this loan is: PURCHASE .

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$344,879.96 as follows:

<b>Other Disbursements:</b>	<b>\$343,779.00</b>
\$343,779.00 RDK TRUCK SALES	
<b>Other Charges Financed:</b>	<b>\$227.75</b>
\$3.00 ELT Fee	
\$74.75 Title Transfer Fee	
\$150.00 Doc Prep Fee	
<b>Total Financed Prepaid Finance Charges:</b>	<b>\$873.21</b>
\$873.21 Loan Origination Fee	
 <b>Note Principal:</b>	<b>\$344,879.96</b>

**FINANCIAL CONDITION.** BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED FEBRUARY 28, 2024.

**BORROWER:**

TOWN OF DUNDEE FLORIDA

By: SAMUEL ERROL PENNANT, MAYOR of TOWN OF DUNDEE FLORIDA

By: TANDRA SHERRAYE DAVIS, TOWN MANAGER of TOWN OF DUNDEE FLORIDA



# DISBURSEMENT REQUEST AND AUTHORIZATION

Item C.

<b>Principal</b> \$344,879.96	<b>Loan Date</b> 02-28-2024	<b>Maturity</b> 03-01-2034	<b>Loan No</b> 1500003106	<b>Call / Coll</b> 8 / 29	<b>Account</b> TAA1470	<b>Officer</b> JCD	<b>Initials</b>
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PO BOX 1000  
DUNDEE, FL 33838-0000

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Dundee  
P O Box 7  
Frostproof, FL 33843  
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- \_\_\_\_\_ Personal, Family, or Household Purposes or Personal Investment.
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**SPECIFIC PURPOSE.** The specific purpose of this loan is: PURCHASE .

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$344,879.96 as follows:

<b>Other Disbursements:</b>	<b>\$343,779.00</b>
\$343,779.00 RDK TRUCK SALES	
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\$873.21 Loan Origination Fee	
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**BORROWER:**

TOWN OF DUNDEE FLORIDA

By: COPY  
SAMUEL ERROL PENNANT, MAYOR of TOWN OF DUNDEE FLORIDA

By: COPY  
TANDRA SHERRAYE DAVIS, TOWN MANAGER of TOWN OF DUNDEE FLORIDA

# Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print  
or  
type.

See  
Specific  
Instructions  
on  
page  
3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**TOWN OF DUNDEE FLORIDA**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**PO BOX 1000**

6 City, state, and ZIP code  
**DUNDEE, FL 33838-0000**

7 List account number(s) here (optional)

Requester's name and address (optional)  
**Citizens Bank and Trust  
Dundee  
P O Box 7  
Frostproof, FL 33843**

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN**, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see **What Name and Number To Give the Requester** for guidelines on whose number to enter.

Social security number

OR

Employer identification number  
**59-6000309**

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person ▶    Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See **What is backup withholding**, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See **What is FATCA reporting**, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See **Exempt payee code**, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see **Special rules for partnerships**, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See **Exemption from FATCA reporting code**, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1 — An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 — The United States or any of its agencies or instrumentalities
- 3 — A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4 — A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 — A corporation
- 6 — A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7 — A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 — A real estate investment trust
- 9 — An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 — A common trust fund operated by a bank under section 584(a)
- 11 — A financial institution
- 12 — A middleman known in the investment community as a nominee or custodian
- 13 — A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A — An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B — The United States or any of its agencies or instrumentalities
- C — A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D — A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E — A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F — A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G — A real estate investment trust
- H — A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I — A common trust fund as defined in section 584(a)
- J — A bank as defined in section 581
- K — A broker
- L — A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M — A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See **What Name and Number To Give the Requester**, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see **Exempt payee code**, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see **Special rules for partnerships**, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords or similar secret access information for their credit card, bank, or other financial accounts.



If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# PROCLAMATION



## National Employee Appreciation Day

WHEREAS, Friday, March 1, 2024, is National Employee Appreciation Day, and offers the opportunity to recognize Dundee’s workers and their contributions to their local communities; and

WHEREAS, Dundee employees make a significant contribution to the well-being and quality of life for all citizens of our town; and

WHEREAS, Town employees dedicate every day to building infrastructure, conserving and preserving our cultural resources, inspecting facilities, licensing professionals, enforcing the laws, ensuring quality education, providing a social safety net, and protecting the health, well-being and quality of life of the citizens of our town; and

WHEREAS, Dundee enjoys a diversity of other industries and jobs that support our families and economy, like the trades, agriculture, professional services, and many others; and

WHEREAS, Town of Dundee is honored to join the nation on March 1, 2024, to express special appreciation and gratitude for their hard work and dedication to serving the citizens of this beautiful town.

*NOW, THEREFORE*, I, Samuel Pennant, Mayor of the Town of Dundee, hereby proclaim March 1, 2024 as

## EMPLOYEE APPRECIATION DAY

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Sam Pennant, Mayor

Attest:

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Trevor Douthat, Town Clerk



# TOWN COMMISSION MEETING

## February 27, 2024 at 6:30 PM

**AGENDA ITEM TITLE:** DISCUSSION & ACTION, ORDINANCE 24-01 FUTURE LAND USE MAP AMENDMENT

**SUBJECT:** The Town Commission will hear the request for Future Land Use Map amendment and approve, approve with changes or deny the transmittal of Ordinance 24-01.

**STAFF ANALYSIS:** A request by AG Investments of Polk County, LLC to amend the Future Land Use Map for property located in the Town of Dundee from Agriculture/Residential Rural (A/RR) to Medium Density Residential (MDR) on approximately 68.18 +/- acres. The subject property is located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032030 and 27-29-02-000000-032010 (7 parcels).

**FISCAL IMPACT:** No Fiscal Impact

**STAFF RECOMMENDATION:** Staff recommends approval.

**ATTACHMENTS:** Staff Report and Maps  
Ordinance 24-01

**ORDINANCE NO. 24-01**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR PROPERTY LOCATED IN THE TOWN OF DUNDEE FROM AGRICULTURE/ RESIDENTIAL RURAL (A/RR) TO MEDIUM DENSITY RESIDENTIAL (MDR) ON APPROXIMATELY 68.18+/- ACRES; GENERALLY LOCATED ON THE EAST SIDE OF SCENIC HIGHWAY (S.R. 17), NORTH OF TINDEL CAMP ROAD, WEST OF LAKE MABEL LOOP ROAD, AND THE SOUTH SIDE OF STALNAKER ROAD, FUTHER DESCRIBED AS PARCELS: 272902-000000-032040; 272902-000000-032020; 272902-000000-034010; 272902-000000-014020; 272902-000000-014040; 272902-000000-032030 and 272902-000000-032010; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

**WHEREAS**, the applicant-initiated request to assign the Future Land Use Classification of Medium Density Residential (MDR) on approximately 68.18+/- acres on the properties is consistent with the Future Land Use Element of the 2030 Comprehensive Plan of the Town of Dundee (the "Comprehensive Plan") and provides consistency between the existing land use and the surrounding area; and

**WHEREAS**, on February 15, 2024, pursuant to Section 163.3184 and Sections 166.041(3)(c)2, Florida Statutes, the Planning and Zoning Board, serving as the Local Planning Agency designated by the Town, and the Town Commission held duly noticed public meetings and hearings on the applicant-initiated amendment to the Town of Dundee 2030 Comprehensive Plan Future Land Use Map, which is legally described in **Composite Exhibit "A"** and attached hereto and made a part hereof by reference; and

**WHEREAS, on February 15, 2024,** in accordance with the procedures required by Sections 166.041 (3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this Ordinance were considered by the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, and such amendments were recommended to the Town Commission for adoption; and

**WHEREAS,** pursuant to Section 163.3184, Florida Statutes, the Town Commission held duly noticed public meetings and hearings on **Amendment 24-01**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

**WHEREAS,** in exercise of its authority the Town Commission has determined it necessary to adopt this **Amendment 24-01** to the Comprehensive Plan, which map is marked as **Composite Exhibit "A"** and is attached and made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the corporate limits of the Town of Dundee, Florida; and

**WHEREAS,** in accordance with the Expedited State Review procedures required by Section 163.3184(3), the Town of Dundee transmitted the proposed amendment and supporting data and analysis to the applicable review agencies.

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

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

**Section 2. Future Land Use Map.** The Town of Dundee 2030 Comprehensive Plan Future Land Use Map is hereby amended to specifically reflect the assignment of the Future Land Use designation of Medium Density Residential (MDR) on the approximately 68.18+/- acres of land as legally described and depicted in **Composite Exhibit "A"** which is attached hereto and made a part of this Ordinance by reference.

**Section 3. Conflicts.** All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the 2030 Comprehensive Plan of the City



of Lake Alfred, unless such repeal is explicitly set forth herein.

**Section 4. Severability.** The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable.

**Section 5. Administrative Correction of Scrivener's Errors and Codification.** It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the 2030 Comprehensive Plan of the Town of Dundee, Florida; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the 2030 Comprehensive Plan of the Town of Dundee is accomplished, sections of this Ordinance may be renumbered or re lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his or her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk. A certified copy of this enacting Ordinance and certified copy of the Town of Dundee Future Land Use Map and Comprehensive Plan shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 6. Effective Date.** The effective date of this plan amendment, if the amendment is not timely challenged by an affected party, shall be 31 days after adoption. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**INTRODUCED AND PASSED**, on First Reading and transmittal public hearing this 27th day of February, 2024.

**PASSED AND DULY ADOPTED**, on Second Reading with a quorum present and voting, by the Town Commission of Dundee, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**TOWN OF DUNDEE**

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MAYOR – Sam Pennant

Attest:

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TOWN CLERK – Trevor Douthat

Approved as to Form:

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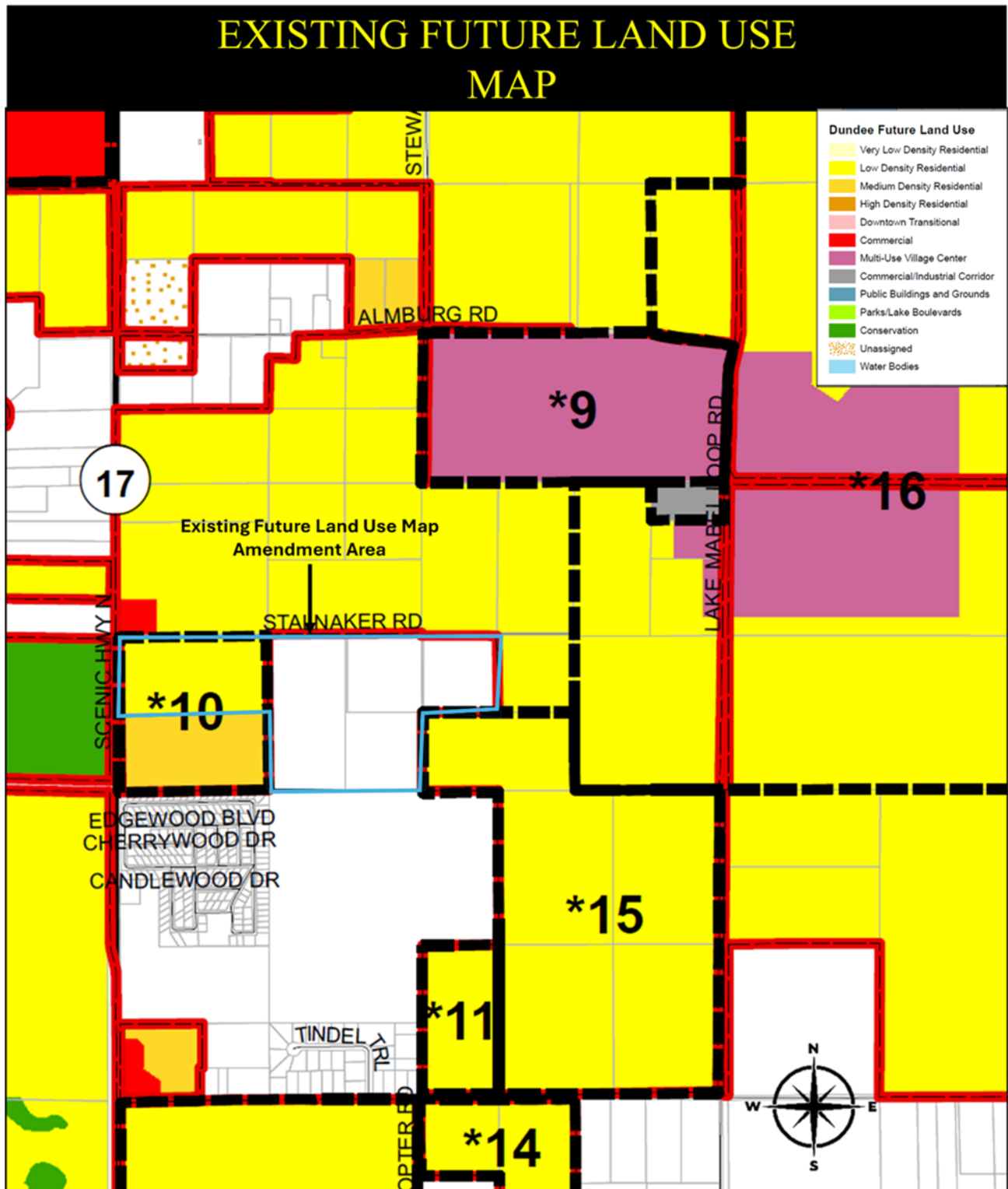
TOWN ATTORNEY – Frederick J. Murphy, Jr.

**Composite Exhibit "A"**  
**Ordinance No. 24-01**  
**Legal Description and Excerpt from the Future Land Use Map**  
**Page 1 of 3**

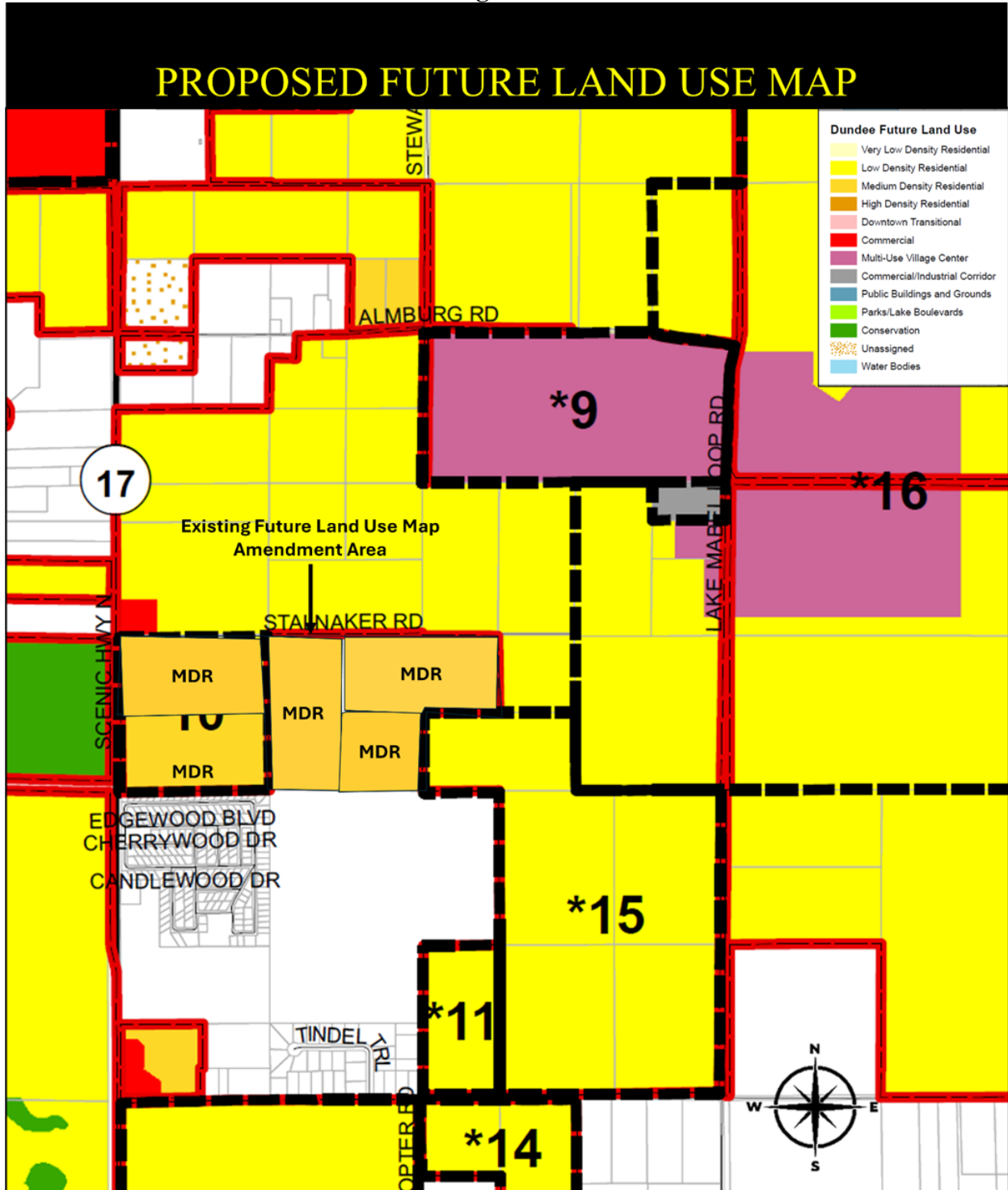
<b>SKETCH OF DESCRIPTION</b>		SECTION 2, TOWNSHIP 29 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA	
THIS IS NOT A BOUNDARY SURVEY			
<b>LEGAL DESCRIPTION (OVERALL PARCEL)</b>			
<p>A parcel of land lying within Section 2, Township 29 South, Range 27 East, Polk County, Florida and being more particularly described as follows:</p> <p>COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 2; thence N.89 degrees 14'49"E., on the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 2, a distance of 33.00 feet to a point on the East right of way line of Scenic Highway and the POINT OF BEGINNING; thence N.00 degrees 36'30"W., on the East right of way line of said Scenic Highway, a distance of 663.53 feet to a point on the North line of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the South line of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.00 degrees 36'30"W., continuing on the East right of way line of said Scenic Highway, a distance of 648.41 feet to a point at the intersection of the East right of way line of said Scenic Highway and the South right of way line of Stalnakar Road; thence N.89 degrees 15'15"E., on the South right of way line of said Stalnakar Road, a distance of 1285.32 feet to a point on the East line Southwest 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right of way line of said Stalnakar Road, a distance of 659.16 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right of way line of said Stalnakar Road, a distance of 659.16 feet to the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence N.88 degrees 57'38"E., continuing on the South right of way line of said Stalnakar Road, a distance of 653.70 feet to a point on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence 5.00 degrees 47'33"E., on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 650.30 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.89 degrees 06'56"W., on the South line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 656.30 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2 also being a point on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence S.00 degrees 33'42"W., on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2, a distance of 663.54 feet to the Southeast corner of the Northwest 1/4 of said Section 2; thence S.89 degrees 55'32"W., on the South line of the Northwest 1/4 of said Section 2, a distance of 1318.08 feet to the Northeast corner of TWIN FOUNTAINS CLUB, INC., as recorded in Condominium Plat Book 33 Page 3 of the Public Records of Polk County, Florida, also being the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being the Southeast corner of the of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence S.88 degrees 25'09"W., on the North line of the said TWIN FOUNTAINS CLUB, INC. also being the South line of the Northwest 1/4 of said Section 2, a distance of 1284.78 feet to the POINT OF BEGINNING.</p> <p>Parcel contains 87.60 acres, more or less.</p>			
<b>SURVEYOR'S REPORT</b>			
<ol style="list-style-type: none"> <li>1. This sketch not valid unless embossed or stamped with a surveyor's seal.</li> <li>2. Underground encroachments such as utilities and foundations, that may exist, have not been located.</li> <li>3. Parcel numbers, owners name, address and zoning shown hereon obtained from the Polk County Property Appraisers web site.</li> <li>4. This is NOT a Boundary Survey.</li> <li>5. This sketch was prepared without the benefit of a current Title Commitment, Title Opinion or Ownership and Encumbrance Report. Therefore there may be easements, rights of way or other encumbrances that are not shown on this sketch that may be found in the Public Records of Polk County, Florida.</li> <li>6. Legal description shown hereon prepared by the undersigned surveyor.</li> <li>7. Bearings shown hereon are based on the Florida State Plane Coordinate System, West Zone, 1983-2011 adjustment, holding the West line of the Northwest 1/4 Section 2, Township 29 South, Range 27 East as being N.00 degrees 36'30"W.</li> </ol>			
<b>SURVEYOR'S CERTIFICATE</b>			
<p>I, the undersigned Professional Surveyor and Mapper, hereby certify that this Sketch of Description was prepared under my direct supervision, that to the best of my knowledge, information and belief is a true and accurate representation shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Florida Administrative Code.</p> <p style="text-align: center;"><i>Steven E. Sample</i></p> <p>Steven E. Sample Professional Surveyor and Mapper No. 5489 State of Florida</p>			
PREPARED BY: ACCURATE SURVEYING OF FLORIDA, INC. 4206 NATIONAL GUARD DRIVE PLANT CITY, FLORIDA 33563 (813) 645-2300 LICENSE BUSINESS NO. 8211		PREPARED FOR: AG INVESTMENT OF POLK COUNTY LLC 5529 US HIGHWAY 98 N LAKELAND, FLORIDA 33809-3103 SHEET NAME: SKETCH OF DESCRIPTION HILLS OF DUNDEE - OVERALL PARCEL POLK COUNTY, FLORIDA	
CREW CHIEF: N/A DRAWN BY: BB CHECKED BY: D.J.B. REVISION DATE: 01/20/23 01/28/23		PROJECT # STALNAKER OVERALL DATE: 11/27/22 SHEET 1 OF 3 02/02/23	



Composite Exhibit "A"  
Ordinance No. 24-01  
Legal Description and Future Land Use Maps  
Page 2 of 3



Composite Exhibit "A"  
Ordinance No. 24-01  
Legal Description and Future Land Use Maps  
Page 3 of 3





# Town Commission Staff Report

	<b>To:</b> Town Commission
	<b>Agenda Date:</b> February 27, 2024
	<b>Department:</b> Planning and Zoning
	<b>Discussion Topic:</b> Future Land Use Map Amendment change from Polk County to Medium Density Residential (MDR). Ordinance 24-01
	<b>Property Owner:</b> AG Investments of Polk County, LLC
	<b>Planning &amp; Zoning Board Recommendation:</b> Approval 3-0
	<b>Town Commission Transmittal Hearing:</b> Pending Hearing
	<b>Town Commission Adoption Hearing:</b> Pending Hearing
<b>DEO Comments:</b> Pending	
<b>Prepared By:</b> Lorraine Peterson, Development Director	

## SITE LOCATION

The proposed site is located on 68.18 +/- acres of land, eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032030 and 27-29-02-000000-032010 (7parcels).

## BACKGROUND

The Applicant, AG Investments of Polk County, LLC is requesting the amendment to the Future Land Use Map for property that was annexed into the Town of Dundee on July 11, 2023 by Ordinance 23-05. The current FLU is Polk County and the proposed FLUM will be Medium Density Residential (MDR) as it would be consistent with the Town of Dundee’s FLU districts and compatible with the surrounding land uses.

## PROPOSED FUTURE LAND USE MAP AMENDMENT

Town of Dundee Comprehensive Plan, Policy 2.4: Medium Density Residential MDR

The primary function of Medium Density Residential classification is to accommodate medium density residential development. Permitted uses include duplexes, townhouses, apartments, condominiums, mobile home parks or subdivisions, and single-family houses. The maximum density is 12.0 residential dwelling units per acre.

**Table 1:  
Density/Intensity Information**

	<b>Existing FLU: Polk County/A/RR</b>	<b>Proposed FLU: MDR (68.18 +/- acres)</b>
Density/Intensity	A/RR: 1.0/5 acres	MDR: 12.0 DU/acre
Density Potential	A/RR: 14 DU	MDR: 818 DU
Difference	Increase of 804 DU	

## ANALYSIS

This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

### Surrounding Uses

Table 1 lists the Future Land Uses (FLU) for the surrounding areas adjacent to the subject site.

**Table 1: Surrounding Uses**

<b>Northwest</b> (Across Scenic Hwy.) Polk County/A/RR Citrus and Residential	<b>North</b> Dundee Vacant Land FLU-LDR/Commercial Zoning-RSF-3 & CC	<b>Northeast</b> Dundee Vacant Farmland FLU-LDR Zoning-RSF-3
<b>West</b> (Across Scenic Hwy.) Polk County & Dundee Vacant Farmland & Residential	<b>Subject Site</b> Vacant Farmland Annexed 7/11/23	<b>East</b> Dundee Vacant Farmland FLU-LDR

# Town Commission Staff Report

FLU- A/RR & Conservation Zoning-Polk County & Conservation	Polk County/A/RR & Unassigned Proposed FLU-MDR Proposed Zoning-RMF	Zoning-PUD & RSF-2
<b>Southwest</b> (Across Scenic Hwy.) Dundee FLU-LDR & Conservation Zoning-PUD & Conservation	<b>South</b> Polk County Twin Fountains MHP & Vacant Farmland FLU-INST-1 Zoning-Polk County	<b>Southeast</b> Dundee and Polk County Vacant Farmland FLU-LDR & Polk County/ Zoning-PUD/INST-1

*Sources: Polk County Property Appraiser, Polk County Geographical Information System, and site visit by staff*

### Potable Water

Potable water lines are not yet located in the area. The nearest water main is 10” and located at the corner of Lake Mabel Loop Rd. and Steward Rd. approximately 1.30 miles North. The Town of Dundee will provide potable water services for the property and its development. The maximum development potential for the property under the existing Future Land Use designation generates a demand of 5,040 gpd. The maximum development potential for the property under the proposed Future Land Use designation MDR generates a demand of 294,480 gpd. The change in Future Land Use designation increases the potential impact on the Town’s potable water services by 289,440 gpd. See calculations below. The developer will be responsible for connecting to the Town’s potable water system.

Estimated water consumption for residential based on 360 gallons per day (gpd) as established in the Code of Ordinances.

- Existing Future Land Use:
  - 14 dwelling units \* 360 gpd = 5,040 gpd
- Proposed Future Land Use:
  - 818 dwelling units \* 360 gpd = 294,480 gpd

### Sanitary Sewer

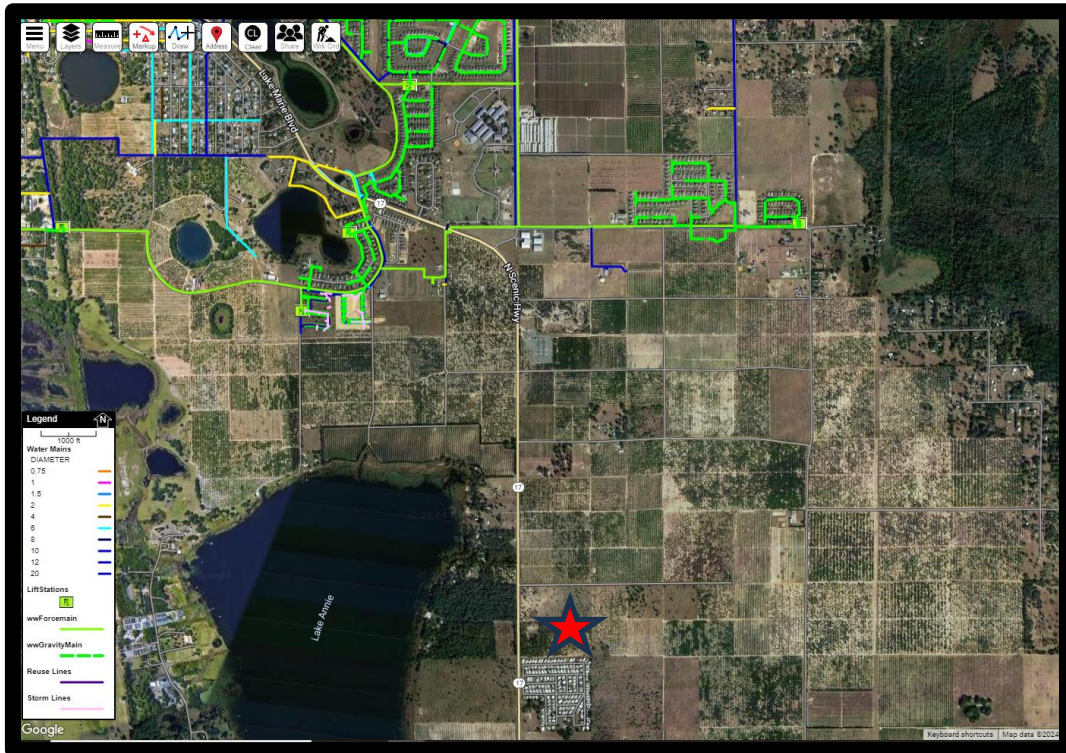
Sanitary sewer lines are not yet located in the area. There is a 10’ gravity main and a 16’ force main at the corner of Lake Mabel Loop Rd and Steward Rd. approximately 1.30 miles North. The Town of Dundee will provide sanitary sewer services for the property and its development. The maximum development potential for the property under the existing Future Land Use designation generates a sewer demand of 3,780 gpd. The maximum development potential for the property under the proposed Future Land Use designation generates a sewer demand of

# Town Commission Staff Report

220,860 gpd. The Future Land Use map amendment increases the potential impact on the Town’s sanitary sewer services by 217,080 gpd. See calculations below. The Town has capacity to serve the project. The developer will be responsible for connecting to the Town’s sanitary sewer system.

Estimated sanitary sewer consumption for residential is based on 270 gallons per day (gpd) as established in the Code of Ordinances.

- Existing Future Land Use:
  - 14 dwelling units \* 270 gpd = 3,780 gpd
- Proposed Future Land Use:
  - 818 dwelling units \* 270 gpd = 220,860 gpd



## 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.

## Roads

Access to any proposed development would be from Scenic Highway on the west side and Stalnaker Road on the south side. These are State and County maintained roads respectively. According to the Polk Transportation Planning Organization (April 2022), S.R. 17 (Scenic Highway) is an Urban Collector Road and roadway links 5206 N. (Waverly Rd. to Main St. @ Center St.) and 5206 S. (Waverly Rd to Main St.) have a level of service (LOS) of C. Per the

## Town Commission Staff Report

applicant the 5,701 AADT daily trips and 730 peak hour trips this proposed project will generate will not lower the LOS. Any proposed development will require a full traffic study to determine necessary off-site improvements. Coordination with FDOT is required.

### Recreation

The Town currently meets the level of service requirement of 4.5 acres per 1,000 residents as established in the Comprehensive Plan. The applicant will be required to provide recreational opportunities per the Land Development Code. The dedication of land for park and recreation services is 0.0116 acres/dwelling unit. The Town Commission may approve a dedication of land, a fee paid in lieu of dedication, or a combination of the two. The Town Commission makes this determination at time of concept plan.

### Environmental Impacts

According to the Fish and Wildlife Service (FWS), the sand skink (endangered species) is endemic to the sandy ridges of central Florida, occurring in Highlands, Lake, Marion, Orange, Osceola, Polk, and Putnam counties. The proposed site is in an area identified as potential habitat for the Gopher Tortoises, Sand Skinks and threatened species so, if the proposed project continues through to site development plan or subdivision review approval stages, specific environmental studies will be completed, and requirements will be addressed.

### School Impacts

The Polk County School Board will review the proposed project as it continues through the subdivision review and approval stages. Any development will have to address school concurrency issues and any necessary mitigation.

### **CONSISTENCY WITH THE COMPREHENSIVE PLAN**

The following Town of Dundee Comprehensive Plan policies are relevant to the proposed request. The policy is provided with an analysis of how the request may or may not be consistent with the Town's Comprehensive Plan. The request is consistent with the Comprehensive Plan.



# Town Commission Staff Report

**Table 2: Consistency with the Comprehensive Plan**

<b>Comprehensive Plan Policy</b>	<b>Analysis</b>
<p><b>FLU Policy 5.1:</b> Direct higher densities and intensity of use to areas where public facilities and services are available or are projected to be available. Limit the density and intensity of use in areas where public facilities and services are not available.</p>	<p>Public facilities (water and wastewater) are located less than 1 mile from the property. The Town’s Code of Ordinances requires connection for a development of more than 20 homes if facilities are located within one mile.</p>
<p><b>FLU Policy 5.2:</b> Ensure that development orders or permits for future development and redevelopment are issued only if the public facilities and services necessary to meet the adopted level of service standards are available concurrent with the impacts of the development as established within all Elements of the Town of Dundee Comprehensive Plan, including the level of service standards listed within the following Elements:</p> <ol style="list-style-type: none"> <li>1. Infrastructure Element</li> <li>2. Transportation Element</li> <li>3. Capital Improvements Element</li> <li>4. Public School Facilities Element</li> </ol>	<p>The proposed impacts of the potential Future Land Use map amendment can be facilitated within the Town’s existing services; therefore, the adopted levels of service will be maintained.</p>
<p><b>FLU Policy 5.4:</b> Agricultural land uses shall not be converted to uses of higher density or intensity until adequate public facilities and services are available concurrent with the impacts of the proposed new development.</p>	<p>Adequate public facilities will be available at the time of final plat approval.</p>
<p><b>FLU Policy 6.1:</b> Locate Future Land Uses at densities and intensities that will reduce greenhouse gas emissions while encouraging energy efficiency and will discourage urban sprawl and leap-frog development that unduly depletes the physical, social, and fiscal resources of the Town.</p>	<p>The property is located near existing residential development within the Town of Dundee and the County.</p>
<p><b>CIE Policy 2.3:</b> At the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development.</p>	<p>Adequate public facilities will be available at the time of final plat approval.</p>

# Town Commission Staff Report

<b>PSFE Policy 2.4.1:</b> Final subdivision and site plan approvals for residential development shall be conditioned upon the availability of adequate school capacity as per the adopted level of service standards (LOS) of this element and as required by Section 163.3180(13) F.S.	The School Board will review any proposed projects for concurrency determination during the subdivision review process.
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## DEVELOPMENT REVIEW COMMITTEE

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the Future Land Use Map Amendment for AG Investments of Polk County, LLC 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
- TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC
- TOD Consulting Attorney- Seth Claytor of Boswell & Dunlap, LLP

## MOTION OPTIONS:

1. I move **approval of Ordinance 24-01 at first reading** to set the public hearing/**second reading/transmittal hearing** for the request by AG Investments of Polk County, LLC to amend the Future Land Use Map for properties located in the Town of Dundee from Agriculture/ Residential Rural (A/RR) to Medium Density Residential (MDR) on approximately 68.18 +/- acres located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032030 and 27-29-02-000000-032010 (7parcels).
  
2. I move **approval with changes of Ordinance 24-01 at first reading** to set the public hearing/**second reading/transmittal hearing** for the request by AG Investments of Polk County, LLC to amend the Future Land Use for properties located in the Town of Dundee from Agriculture/ Residential Rural (A/RR) to Medium Density Residential (MDR) on

## Town Commission Staff Report

approximately 68.18 +/- acres located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032030 and 27-29-02-000000-032010 (7parcels).

3. I move **denial of Ordinance 24-01 at first reading** to set the public hearing/second reading/transmittal hearing for the request by AG Investments of Polk County, LLC to amend the Future Land Use Map for properties located in the Town of Dundee from Agriculture/ Residential Rural (A/RR) to Medium Density Residential (MDR) on approximately 68.18 +/- acres located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032030 and 27-29-02-000000-032010 (7parcels).

Attachments: Legal Descriptions

Location Map

Existing Future Land Use Map

Proposed Future Land Use Map

# Town Commission Staff Report

## SKETCH OF DESCRIPTION

SECTION 2, TOWNSHIP 29 SOUTH, RANGE 27 EAST  
POLK COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY

### LEGAL DESCRIPTION (OVERALL PARCEL)

A parcel of land lying within Section 2, Township 29 South, Range 27 East, Polk County, Florida and being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 2; thence N.89 degrees 14'49"E., on the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 2, a distance of 33.00 feet to a point on the East right of way line of Scenic Highway and the POINT OF BEGINNING; thence N.00 degrees 36'30"W., on the East right of way line of said Scenic Highway, a distance of 663.53 feet to a point on the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the South line of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.00 degrees 36'30"W., continuing on the East right of way line of said Scenic Highway, a distance of 648.41 feet to a point at the intersection of the East right of way line of said Scenic Highway and the South right of way line of Stalnakar Road; thence N.89 degrees 15'15"E., on the South right of way line of said Stalnakar Road, a distance of 1285.32 feet to a point on the East line Southwest 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right of way line of said Stalnakar Road, a distance of 659.16 feet to the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence N.88 degrees 57'38"E., continuing on the South right of way line of said Stalnakar Road, a distance of 653.70 feet to a point on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.00 degrees 47'33"E., on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 650.30 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.89 degrees 06'56"W., on the South line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 656.30 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2 also being a point on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence S.00 degrees 33'42"W., on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2, a distance of 663.54 feet to the Southeast corner of the Northwest 1/4 of said Section 2; thence S.89 degrees 55'32"W., on the South line of the Northwest 1/4 of said Section 2, a distance of 1318.08 feet to the Northeast corner of TWIN FOUNTAINS CLUB, INC., as recorded in Condominium Plat Book 33 Page 3 of the Public Records of Polk County, Florida, also being the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence S.88 degrees 25'09"W., on the North line of the said TWIN FOUNTAINS CLUB, INC. also being the South line of the Northwest 1/4 of said Section 2, a distance of 1284.78 feet to the POINT OF BEGINNING.

Parcel contains 87.60 acres, more or less.

### SURVEYOR'S REPORT

1. This sketch not valid unless embossed or stamped with a surveyor's seal.
2. Underground encroachments such as utilities and foundations, that may exist, have not been located.
3. Parcel numbers, owners name, address and zoning shown hereon obtained from the Polk County Property Appraisers web site.
4. This is NOT a Boundary Survey.
5. This sketch was prepared without the benefit of a current Title Commitment, Title Opinion or Ownership and Encumbrance Report. Therefore there may be easements, rights of way or other encumbrances that are not shown on this sketch that may be found in the Public Records of Polk County, Florida.
6. Legal description shown hereon prepared by the undersigned surveyor.
7. Bearings shown hereon are based on the Florida State Plane Coordinate System, West Zone, 1983-2011 adjustment, holding the West line of the Northwest 1/4 Section 2, Township 29 South, Range 27 East as being N.00 degrees 36'30"W.

### SURVEYOR'S CERTIFICATE

I, the undersigned Professional Surveyor and Mapper, hereby certify that this Sketch of Description was prepared under my direct supervision, that to the best of my knowledge, information and belief is a true and accurate representation shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Administrative Code.

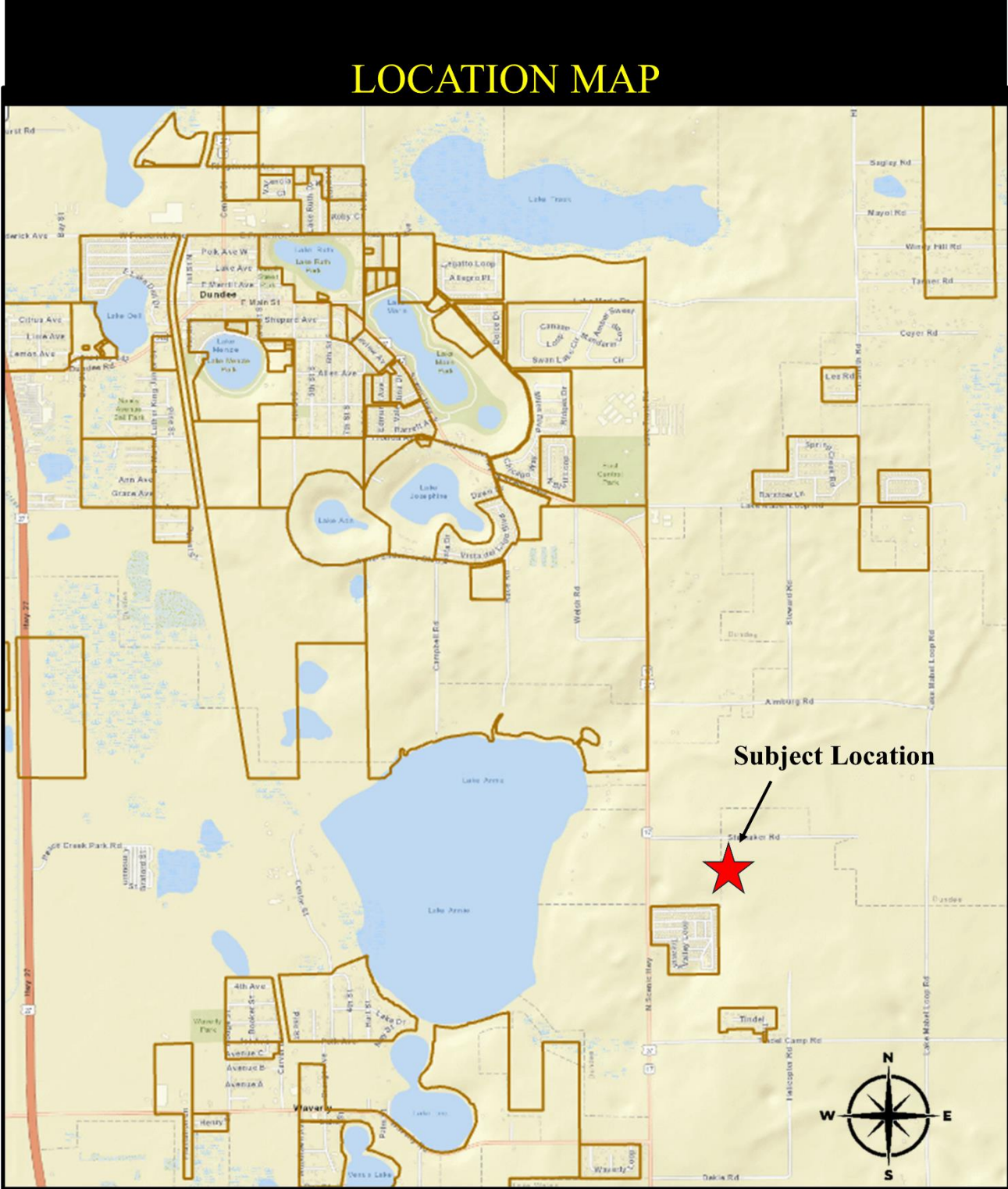


Steven C. Semple  
Professional Surveyor and Mapper No. 5489  
State of Florida



PREPARED BY: <b>ACCURATE SURVEYING OF FLORIDA, INC.</b> 4206 NATIONAL GUARD DRIVE PLANT CITY, FLORIDA 33563 (813) 645-2300 LICENSE BUSINESS NO. 8211	PREPARED FOR: <b>AG INVESTMENT OF POLK COUNTY LLC</b> 5529 US HIGHWAY 98 N LAKELAND, FLORIDA 33809-3103	CREW CHIEF: N/A	PROJECT # STALNAKER OVERALL
	SHEET NAME: <b>SKETCH OF DESCRIPTION</b> <b>HILLS OF DUNDEE - OVERALL PARCEL</b> <b>POLK COUNTY, FLORIDA</b>	DRAWN BY: BB	DATE: 11/27/22
		REVISION DATE: 01/20/23 01/28/23	SHEET 1 OF 3 02/02/23

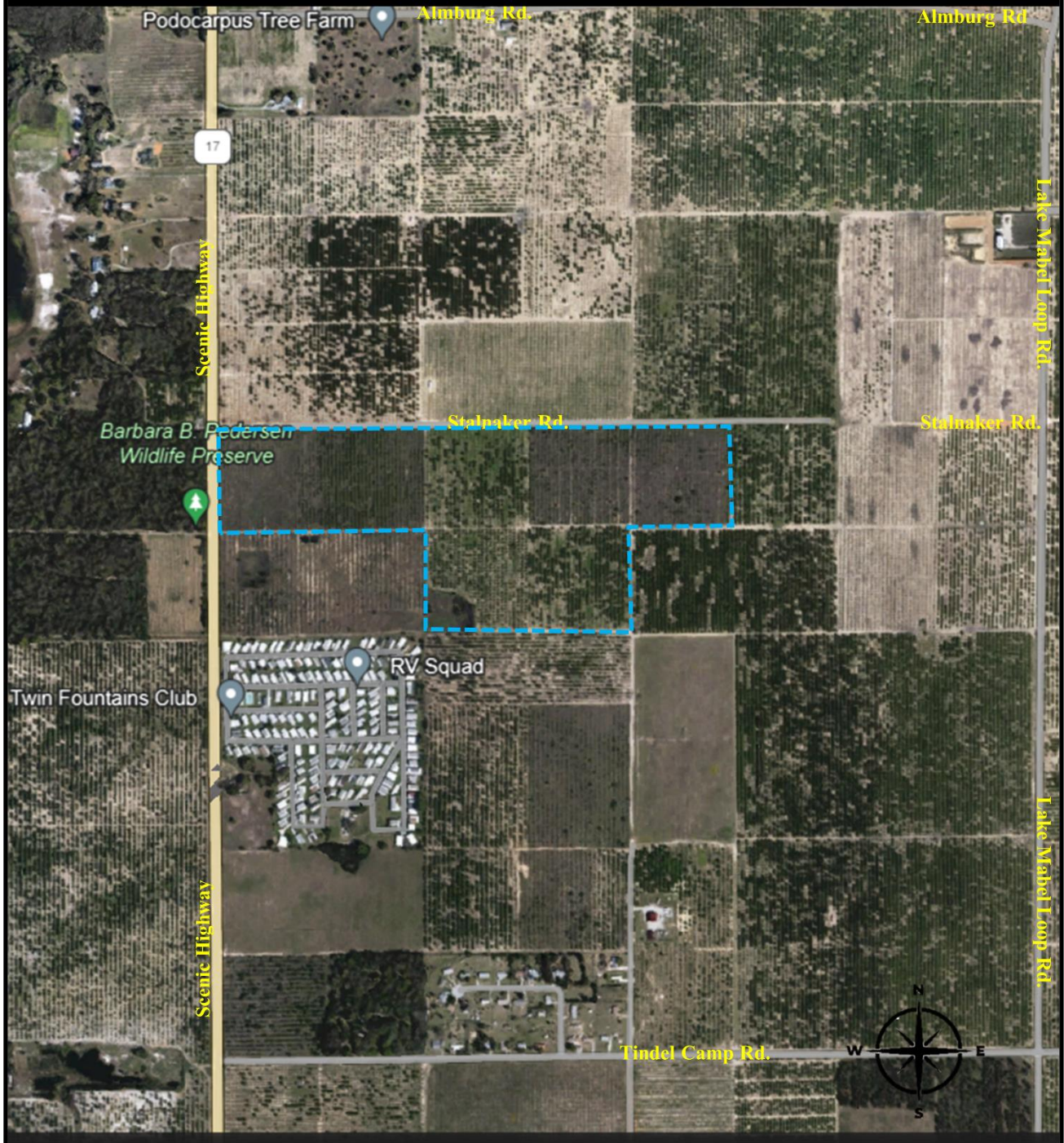
# Legal Description



Location Map

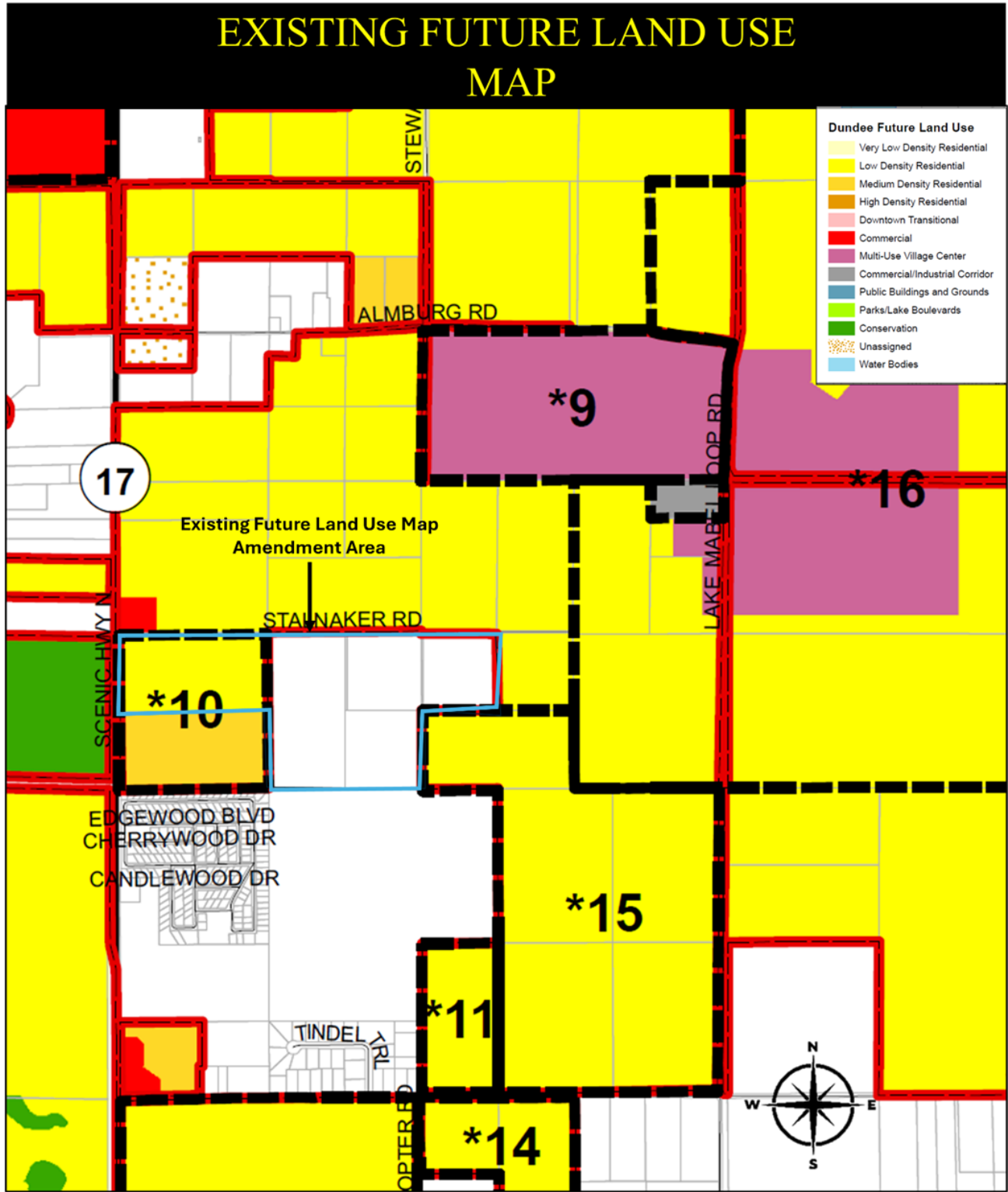


# AERIAL MAP CONTEXT

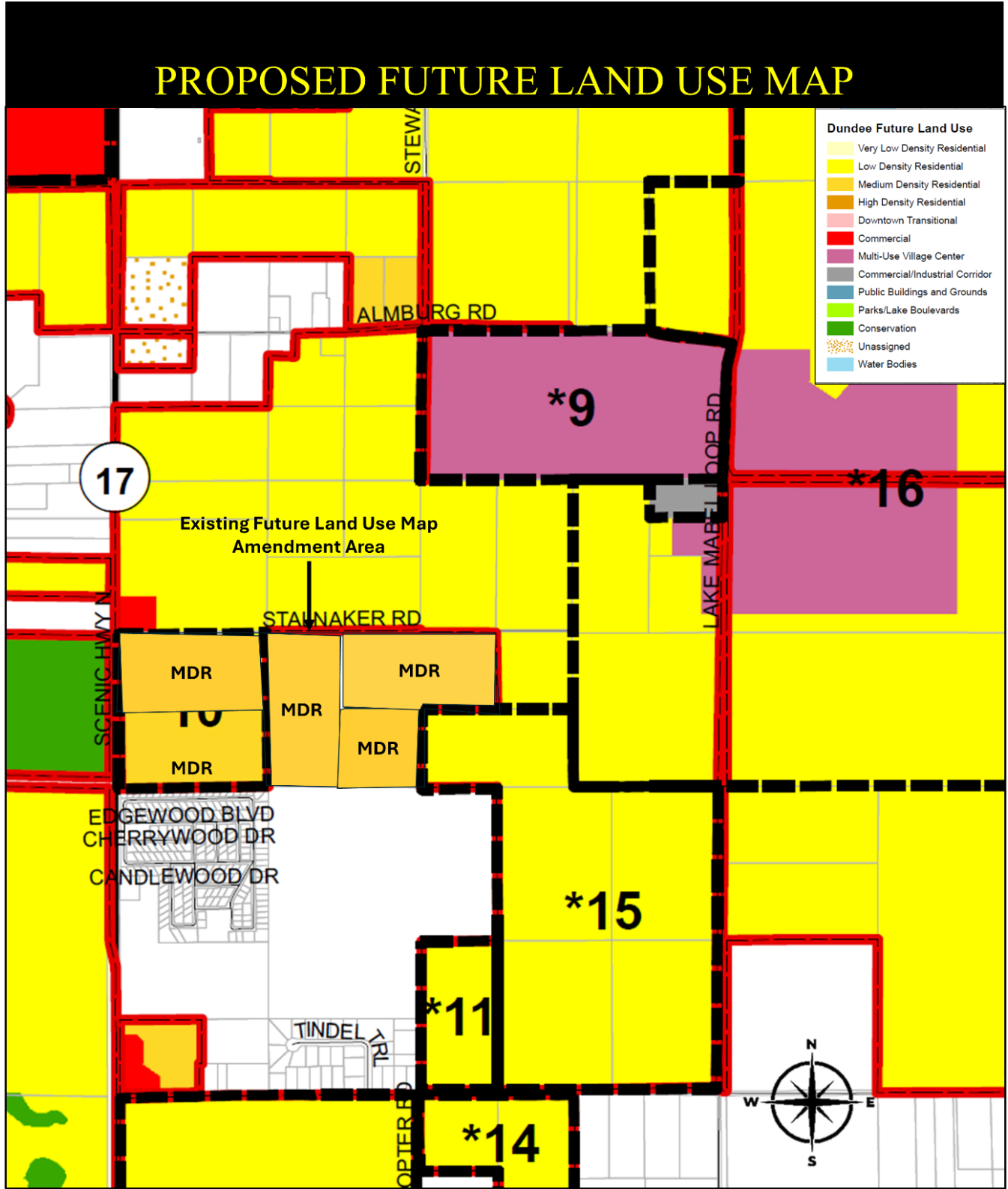


Aerial Map Context





Existing FLUM Map



Proposed Future Land Use Map



# TOWN COMMISSION MEETING

February 27, 2024 at 6:30 PM

Item 3.

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<b>AGENDA ITEM TITLE:</b>	DISCUSSION & ACTION, ORDINANCE 24-02 HILLS OF DUNDEE ZONING MAP AMENDMENT
<b>SUBJECT:</b>	Town Commission will hear the request for an Official Zoning Map Amendment.
<b>STAFF ANALYSIS:</b>	A request by AG Investments of Polk County, LLC to amend the Official Zoning Map for property located in the Town of Dundee from Agriculture/Residential Rural (A/RR) to Multiple Family Residential (RMF) on approximately 88.12 +/- acres. The subject property is located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032010, 27-29-02-000000-032030 and 27-29-02-000000-034020 (8parcels).
<b>FISCAL IMPACT:</b>	No Fiscal Impact
<b>STAFF RECOMMENDATION:</b>	Staff recommends approval.
<b>ATTACHMENTS:</b>	Staff Report and Maps Ordinance 24-02

## ORDINANCE NO. 24-02

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM POLK COUNTY/ AGRICULTURE/RESIDENTIAL RURAL (A/RR) TO MULTIPLE FAMILY RESIDENTIAL (RMF) ON APPROXIMATELY 88.12+/- ACRES, LOCATED ON THE EASTSIDE OF SCENIC HIGHWAY (S.R. 17), NORTH OF TINDEL CAMP ROAD, WEST OF LAKE MABEL LOOP ROAD, AND THE SOUTHSIDE OF STALNAKER ROAD IN THE TOWN OF DUNDEE, FUTHER DESCRIBED AS PARCELS: 272902-000000-032040; 272902-000000-032020; 272902-000000-034010; 272902-000000-014020; 272902-000000-014040; 272902-000000-032030; 272902-000000-034020 and 272902-000000-032010; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; 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**, AG Investments of Polk County, LLC, an active Florida limited liability company, submitted an applicant-initiated request to amend the Official Zoning Map designation for property located in the Town of Dundee from Polk County/ Agriculture/ Residential Rural on 88.12+/- acres to Multiple Family Residential (RMF) on approximately 88.12 +/- acres, generally located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road, further described as parcels: 272902-000000-032040; 272902-000000-032020; 272902-000000-034010; 272902-000000-014020; 272902-000000-014040; 272902-000000-032040; 272902-000000-032010; and 272902-000000-034020 (collectively the "Property"); and

**WHEREAS**, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipality zoned area of the Town; and

**WHEREAS**, on February 15, 2024, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting

considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

**WHEREAS**, on February 15, 2024, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

**WHEREAS**, on February 15, 2024, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the rezoning as set forth in this Ordinance to the Town Commission; and

**WHEREAS**, as a result of this Ordinance being initiated by the Applicant (not the municipality), the Town Commission of the Town of Dundee held a duly noticed public meetings for this Ordinance amending the Official Zoning Map of the Town of Dundee regarding the parcel(s) described and depicted by **Composite Exhibit "A"** attached hereto and incorporated herein by reference in accordance with Section 166.041(3)(a) of the Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public meetings, including supporting documentation;

**WHEREAS**, in exercise of its authority, the Town Commission of the Town of Dundee has determined it necessary to amend the Official Zoning Map to change the Town zoning classifications assigned to the Property; and

**WHEREAS**, the Town Commission of the Town of Dundee, Florida, finds that the enactment and adoption of this Ordinance No. 24-02 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 Ordinance No. 24-02 is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

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

**Section 2. Official Zoning Map.** The Official Zoning Map of the Town of Dundee, Florida, is amended so as to change and/or assign the zoning designation of Multiple Family Residential (RMF) on approximately 88.12+/- acres generally located on

the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee, further described as parcels: 272902-000000-032040; 272902-000000-032020; 272902-000000-034010; 272902-000000-014020; 272902-000000-014040; 272902-000000-032040; 272902-000000-032010 and 272902-000000-034020 as shown in **Composite Exhibit "A"** which is attached hereto and incorporated herein by reference.

**Section 3. Severability.** The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 4. Conflicts.** All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided, however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the Town of Dundee Land Development Code (LDC) unless such repeal is explicitly set forth herein.

**Section 5. Administrative Correction of Scrivener's Errors and Codification.** It is the intention of the Town Commission that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code of Ordinances of the Town of Dundee is accomplished, sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk. This Ordinance shall not be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this enacting Ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 6. Effective Date.** Pursuant to Section 163.3184 of the Florida Statutes, this Ordinance shall be effective on the effective date of the companion Future Land Use Amendment accomplished via Ordinance No. 24-02 or immediately upon final adoption of this Ordinance on second reading and adoption public hearing, whichever occurs later in time.



**INTRODUCED AND PASSED** on first reading/transmittal public hearing at a regular meeting of the Town Commission of the Town of Dundee, Florida, held this 27<sup>th</sup> day of February, 2024.

**PASSED AND FINALLY ADOPTED** on second reading and adoption public hearing at the meeting of the Town Commission of the Town of Dundee, Florida, duly assembled on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**TOWN OF DUNDEE, FLORIDA**

\_\_\_\_\_  
MAYOR- Sam Pennant

ATTEST:

\_\_\_\_\_  
TOWN CLERK – Trevor Douthat

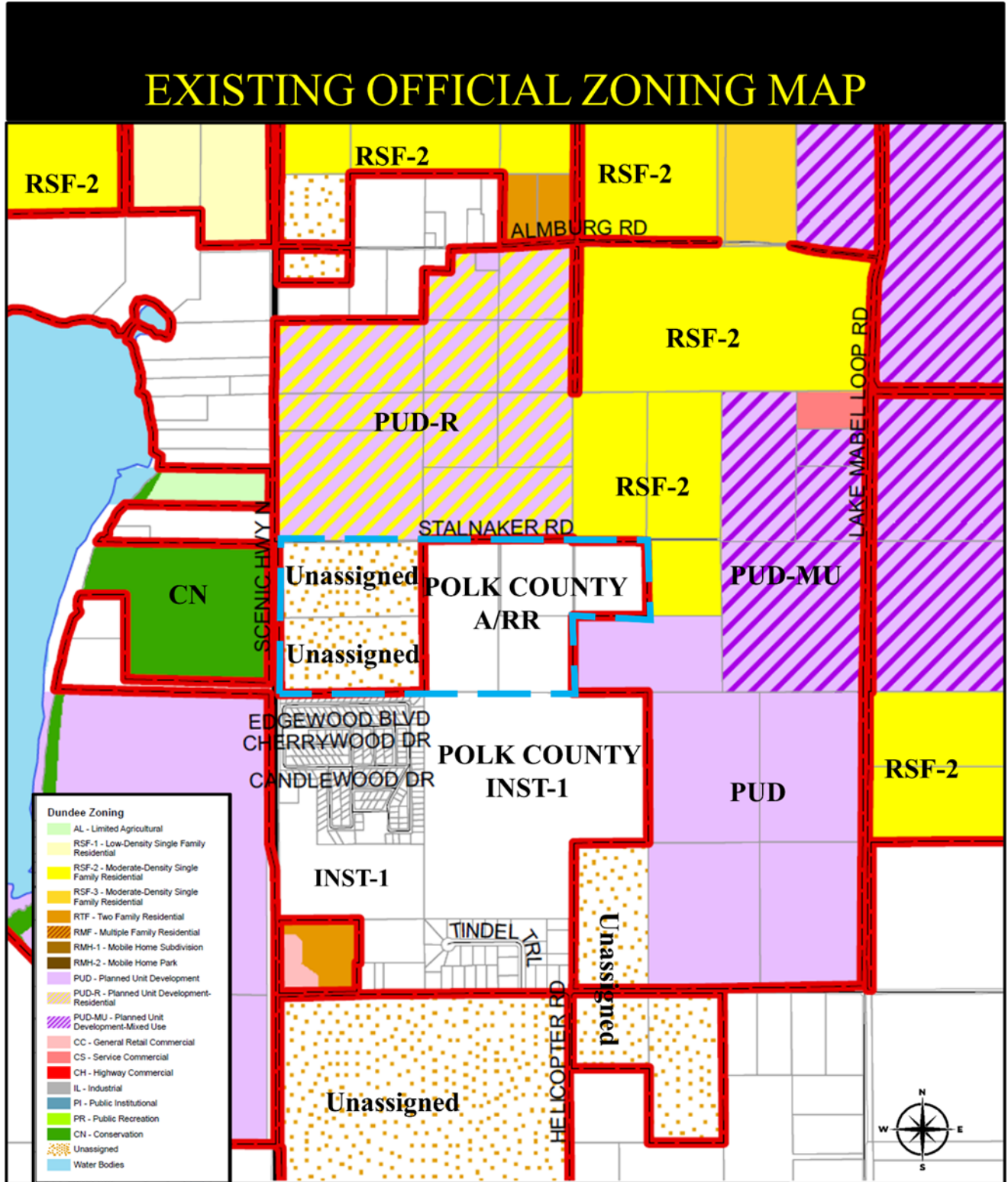
Approved as to Form:

\_\_\_\_\_  
TOWN ATTORNEY - Frederick J. Murphy, Jr.

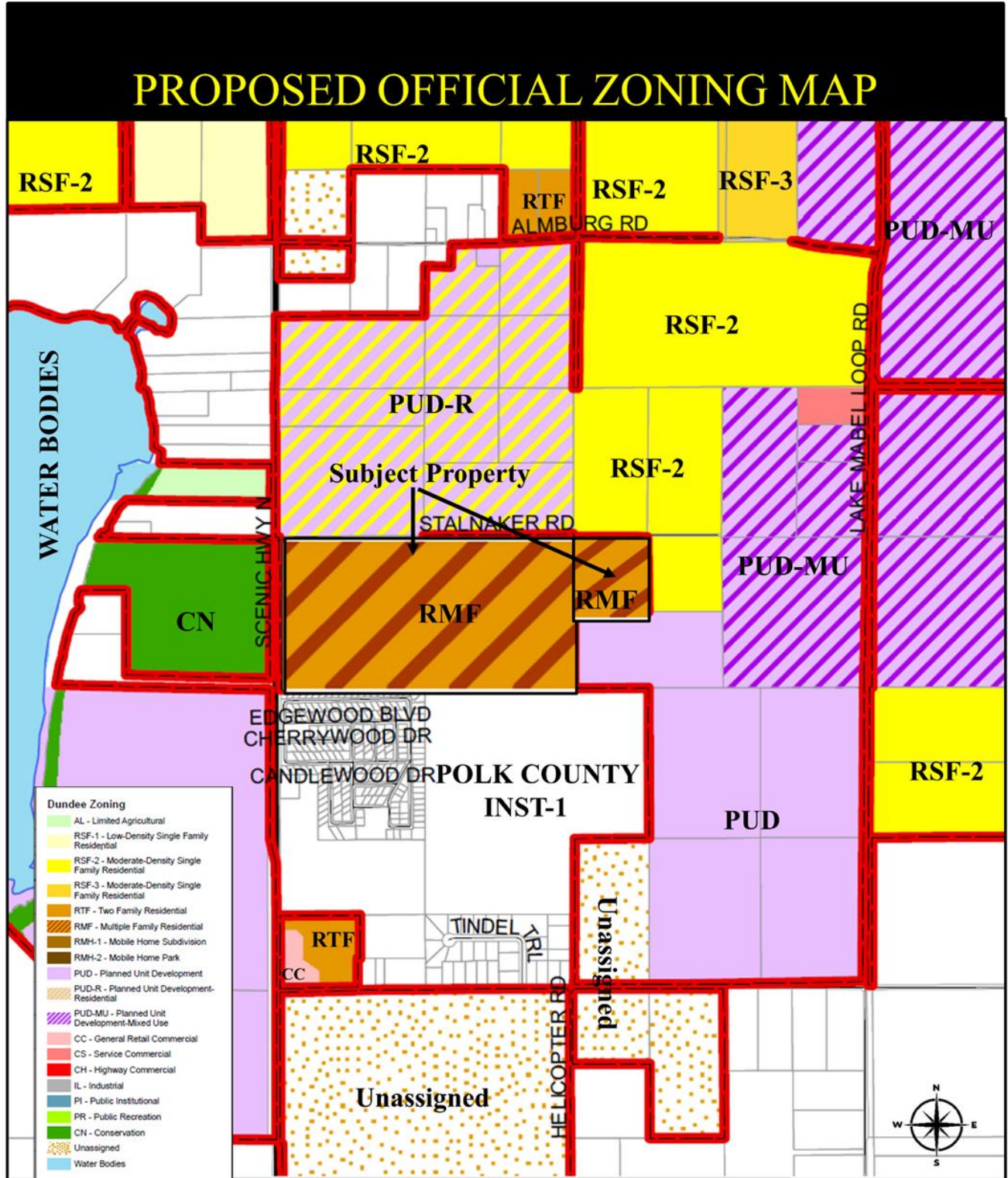
**Composite Exhibit "A"**  
**Ordinance No. 24-02**  
**Legal Description and Zoning Maps**  
**Page 1 of 3**

<b>SKETCH OF DESCRIPTION</b>		SECTION 2, TOWNSHIP 29 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA	
THIS IS NOT A BOUNDARY SURVEY			
<b>LEGAL DESCRIPTION (OVERALL PARCEL)</b>			
<p>A parcel of land lying within Section 2, Township 29 South, Range 27 East, Polk County, Florida and being more particularly described as follows:          COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 2; thence N.89 degrees 14'49"E., on the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 2, a distance of 33.00 feet to a point on the East right of way line of Scenic Highway and the POINT OF BEGINNING; thence N.00 degrees 36'30"W., on the East right of way line of said Scenic Highway, a distance of 663.53 feet to a point on the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the South line of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.00 degrees 36'30"W., continuing on the East right of way line of said Scenic Highway, a distance of 648.41 feet to a point at the intersection of the East right of way line of said Scenic Highway and the South right of way line of Stalnakar Road; thence N.89 degrees 15'15"E., on the South right of way line of said Stalnakar Road, a distance of 1285.32 feet to a point on the East line Southwest 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right of way line of said Stalnakar Road, a distance of 659.16 feet to a point on the West line Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right way line of said Stalnakar Road, a distance of 659.16 feet to the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence N.88 degrees 57'38"E., continuing on the South right of way line of said Stalnakar Road, a distance of 653.70 feet to a point on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.00 degrees 47'33"E., on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 650.30 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.89 degrees 06'56"W., on the South line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 656.30 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2 also being a point on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence S.00 degrees 33'42"W., on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2, a distance of 663.54 feet to the Southeast corner of the Northwest 1/4 of said Section 2; thence S.89 degrees 55'32"W., on the South line of the Northwest 1/4 of said Section 2, a distance of 1318.08 feet to the Northeast corner of TWIN FOUNTAINS CLUB, INC., as recorded in Condominium Plat Book 33 Page 3 of the Public Records of Polk County, Florida, also being the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being the Southeast corner of the of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence S.88 degrees 25'09"W., on the North line of the said TWIN FOUNTAINS CLUB, INC. also being the South line of the Northwest 1/4 of said Section 2, a distance of 1284.78 feet to the POINT OF BEGINNING.</p>			
Parcel contains 87.60 acres, more or less.			
<b>SURVEYOR'S REPORT</b>			
<ol style="list-style-type: none"> <li>1. This sketch not valid unless embossed or stamped with a surveyor's seal.</li> <li>2. Underground encroachments such as utilities and foundations, that may exist, have nor been located.</li> <li>3. Parcel numbers, owners name, address and zoning shown hereon obtained from the Polk County Property Appraisers web site.</li> <li>4. This is NOT a Boundary Survey.</li> <li>5. This sketch was prepared without the benefit of a current Title Commitment, Title Opinion or Ownership and Encumbrance Report. Therefore there may be easements, rights of way or other encumbrances that are not shown on this sketch that may be found in the Public Records of Polk County, Florida.</li> <li>6. Legal description shown hereon prepared by the undersigned surveyor.</li> <li>7. Bearings shown hereon are based on the Florida State Plane Coordinate System, West Zone, 1983-2011 adjustment, holding the West line of the Northwest 1/4 Section 2, Township 29 South, Range 27 East as being N.00 degrees 36'30"W.</li> </ol>			
<b>SURVEYOR'S CERTIFICATE</b>			
<p>I, the undersigned Professional Surveyor and Mapper, hereby certify that this Sketch of Description was prepared under my direct supervision, that to the best of my knowledge, information and belief is a true and accurate representation shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Florida Administrative Code.</p>			
 Steven E. Sampie Professional Surveyor and Mapper No. 5489 State of Florida			
PREPARED BY: ACCURATE SURVEYING OF FLORIDA, INC. 4206 NATIONAL GUARD DRIVE PLANT CITY, FLORIDA 33563 (813) 645-2300 LICENSE BUSINESS NO. 8211	PREPARED FOR: AG INVESTMENT OF POLK COUNTY LLC 5529 US HIGHWAY 98 N LAKELAND, FLORIDA 33809-3103	CREW CHIEF: N/A	PROJECT # STALNAKER OVERALL
SHEET NAME: SKETCH OF DESCRIPTION HILLS OF DUNDEE - OVERALL PARCEL POLK COUNTY, FLORIDA		DRAWN BY: BB	DATE: 11/27/22
REVISION DATE: 01/20/23 01/28/23		CHECKED BY: D.J.B.	SHEET 1 OF 3

Composite Exhibit "A"  
Ordinance No. 24-02  
Legal Description and Zoning Maps  
Page 2 of 3

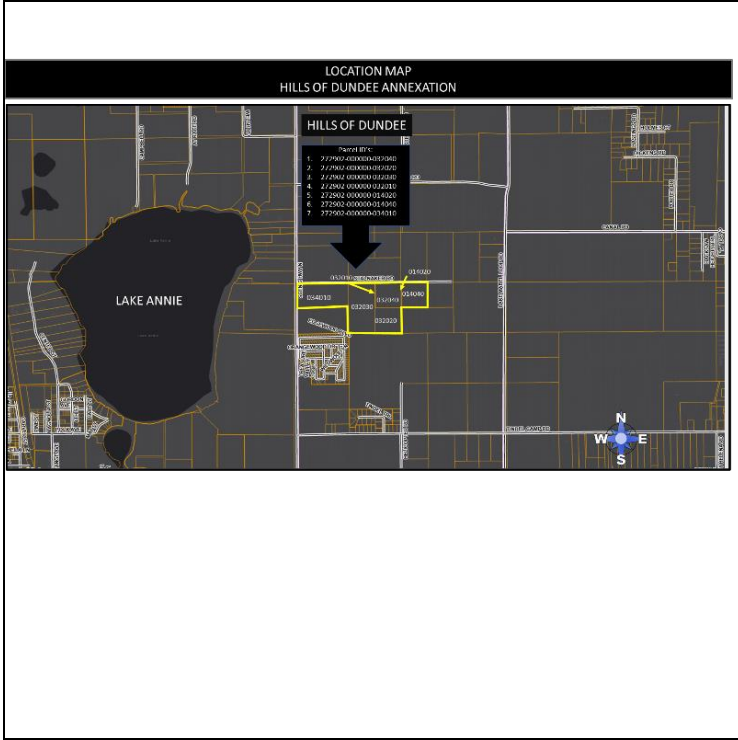


Composite Exhibit "A"  
Ordinance No. 24-02  
Legal Description and Zoning Maps  
Page 3 of 3





# Town Commission Staff Report



**To:** Town Commission

**Agenda Date:** February 27, 2024

**Department:** Planning and Zoning

**Discussion Topic:** Zoning Map Amendment change from Polk County to Multiple Family Residential (RMF). Ordinance 24-02

**Property Owner:** AG Investments of Polk County, LLC

**Planning & Zoning Board Recommendation:** Approval 3-0

**Town Commission First Reading:** Pending Hearing

**Town Commission Second Hearing:** Pending Hearing

**Prepared By:** Lorraine Peterson, Development Director



## SITE LOCATION

The proposed site is located on 88.12 +/- acres of land, eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032040, 27-29-02-000000-032010, and 27-29-02-000000-034020 (8parcels).

## BACKGROUND

The Applicant, Ag Investments of Polk County, LLC is requesting the amendment to the Official Zoning Map for property that was annexed into the Town of Dundee on July 11, 2023, by Ordinance 23-05. The current zoning is Polk County, and the proposed zoning will be Multiple Family Residential (RMF) as it would be consistent with the Town of Dundee’s zoning designations and compatible with the surrounding land uses.

## PROPOSED OFFICIAL ZONING MAP AMENDMENT

Town of Dundee LDC, Policy 2.02.02.06 (B): RMF Multiple Family Residential

The purpose of the RMF multifamily residential zoning district shall be to locate and establish areas within the Town of Dundee which are deemed to be suited for the development and maintenance of high-density multifamily residential areas properly served by community facilities and commercial service areas; to

## Town Commission Staff Report

designate those uses and services appropriate and proper for location and development within said zoning district; and to establish such development standards and provisions as are appropriate to ensure proper development in a high-density residential environment. It is intended that the maximum dwelling unit density within any portion of the district shall be 12 dwelling units per net acre of land.

**Table 1:  
Density/Intensity Information**

	<b>Existing Zoning: Polk County/A/RR (88.12 +/- acres)</b>	<b>Proposed Zoning: RMF (88.12 +/- acres)</b>
Density/Intensity	A/RR: 1.0/5 acres	RMF: 12.0 DU/acre
Density Potential	A/RR: 18 DU	RMF: 1,057 DU
Difference	Increase of 1,039 DU	

**Table 2:  
Development Standard Requirements by Zoning District**

	Max. Density (units/ac)	Min. Lot Size	Min. Lot Width	Min. Floor Area	Floor Area Ratio	Setbacks			Max. Lot Coverage	Max. Bldg. Height
						Front	Rear	Side		
RMF-MF	12.0	12,000 s.f.	100 ft.	800 s.f./unit	NA	25 ft.	20 ft.	6 ft.	35%	35 ft.
RMF-SF	12.0	6,000s.f.	50 ft.	1,000 s.f.	NA	25 ft.	25 ft.	7ft.	35%	35 ft.
RMF-Duplex	12.0	9,000 s.f.	75 ft.	800 s.f./unit	NA	25 ft.	25 ft.	9 ft.	35%	35 ft.
RMF-Townhouse	12.0	1 acre	75 ft.	800 s.f./unit	NA	25 ft.	25 ft.	7 ft.	35%	35 ft.



## ANALYSIS

This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

### Surrounding Uses

Table 1 lists the Official Zoning Map for the surrounding areas adjacent to the subject site.

**Table 1: Surrounding Uses**

<b>Northwest</b> (Across Scenic Hwy.) Polk County/A/RR Citrus and Residential	<b>North</b> Dundee Vacant Land FLU-LDR/Commercial Zoning-RSF-3 & CC	<b>Northeast</b> Dundee Vacant Farmland FLU-LDR Zoning-RSF-3
<b>West</b> (Across Scenic Hwy.) Polk County & Dundee Vacant Farmland & Residential FLU- A/RR & Conservation Zoning-Polk County & Conservation	<b>Subject Site</b> Vacant Farmland Annexed 7/11/23 Polk County/A/RR & Unassigned Proposed FLU-MDR Proposed Zoning-RMF	<b>East</b> Dundee Vacant Farmland FLU-LDR Zoning-PUD & RSF-2
<b>Southwest</b> (Across Scenic Hwy.) Dundee FLU-LDR & Conservation Zoning-PUD & Conservation	<b>South</b> Polk County Twin Fountains MHP & Vacant Farmland FLU-INST-1 Zoning-Polk County	<b>Southeast</b> Dundee and Polk County Vacant Farmland FLU-LDR & Polk County/ Zoning-PUD/INST-1

*Sources: Polk County Property Appraiser, Polk County Geographical Information System, and site visit by staff*

### Potable Water

Potable water lines are not yet located in the area. The nearest water main is 10” and located at the corner of Lake Mabel Loop Rd. and Steward Rd. approximately 1.30 miles North. The Town of Dundee will provide potable water services for the property and its development. The maximum development potential for the property under the existing zoning designation generates a demand of 6,480 gpd. The maximum development potential for the property under the proposed zoning designation RMF generates a demand of 380,520 gpd. The Official Zoning Map amendment increases the potential impact on the Town’s potable water services by 374,040 gpd. See calculations below. The developer will be responsible for connecting to the Town’s potable water system.

# Town Commission Staff Report

Estimated water consumption for residential based on 360 gallons per day (gpd) as established in the Code of Ordinances.

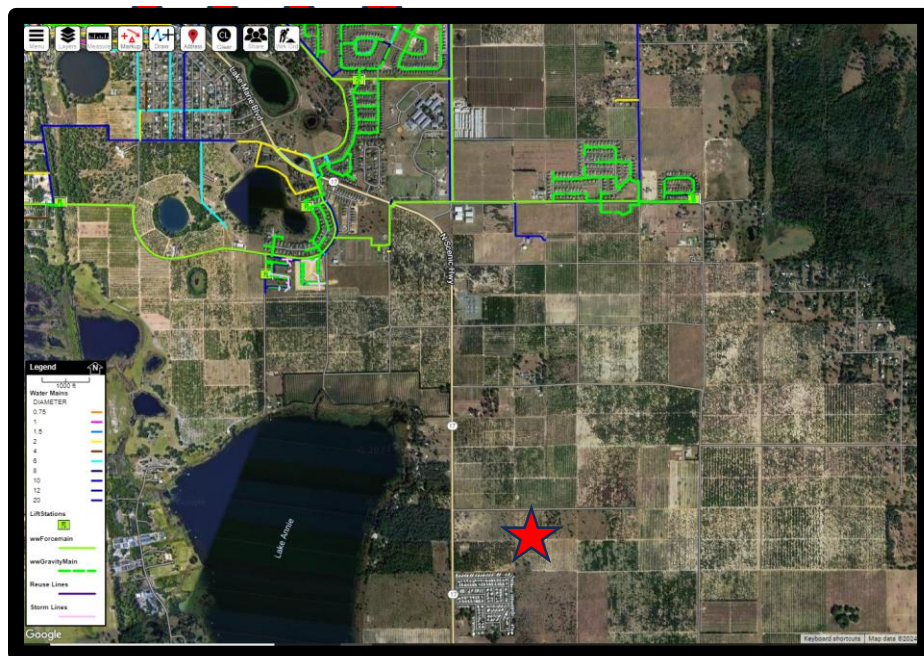
- Existing Zoning- Polk County:
  - 18 dwelling units \* 360 gpd = 6,480 gpd
- Proposed Official Zoning Map RMF:
  - 1,057 dwelling units \* 360 gpd = 380,520 gpd

## Sanitary Sewer

Sanitary sewer lines are not yet located in the area. There is a 10' gravity main and a 16' force main at the corner of Lake Mabel Loop Rd and Steward Rd. approximately 1.30 miles North. The Town of Dundee will provide sanitary sewer services for the property and its development. The maximum development potential for the property under the existing zoning designation generates a sewer demand of 4,860 gpd. The maximum development potential for the property under the proposed zoning designation generates a sewer demand of 285,390 gpd. The Official Zoning Map amendment increases the potential impact on the Town's sanitary sewer services by 280,530 gpd. See calculations below. The developer will be responsible for connecting to the Town's sanitary sewer system.

Estimated sanitary sewer consumption for residential is based on 270 gallons per day (gpd) as established in the Code of Ordinances.

- Existing Zoning-Polk County:
  - 18 dwelling units \* 270 gpd = 4,860 gpd
- Proposed Official Zoning Map-RMF:
  - 1,057 dwelling units \* 270 gpd = 285,390 gpd



# Town Commission Staff Report

## 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.

## Roads

Access to any proposed development would be from Scenic Highway on the west and Stalnaker Road on the south. These are State and County maintained roads respectively. According to the Polk Transportation Planning Organization (April 2022), S.R. 17 (Scenic Highway) is an Urban Collector Road and roadway links 5206 N. (Waverly Rd. to Main St. @ Center St.) and 5206 S. (Waverly Rd to Main St.) have a level of service (LOS) of C. Per the applicant the 5,701 AADT daily trips and 730 peak hour trips this proposed project will generate will not lower the LOS. Any proposed development will require a full traffic study to determine necessary off-site improvements. Coordination with FDOT is required.

## Recreation

The Town currently meets the level of service requirement of 4.5 acres per 1,000 residents as established in the Comprehensive Plan. The applicant will be required to provide recreational opportunities per the Land Development Code. The dedication of land for park and recreation services is 0.0116 acres/dwelling unit. The Town Commission may approve a dedication of land, a fee paid in lieu of dedication, or a combination of the two. The Town Commission makes this determination at time of concept plan.

## Environmental Impacts

According to the Fish and Wildlife Service (FWS), the sand skink (endangered species) is endemic to the sandy ridges of central Florida, occurring in Highlands, Lake, Marion, Orange, Osceola, Polk, and Putnam counties. The proposed site is in an area identified as potential habitat for the Gopher Tortoises, Sand Skinks and threatened species so, if the proposed project continues through to site development plan or subdivision review approval stages, specific environmental studies will be completed, and requirements will be addressed.

## School Impacts

The Polk County School Board will review the proposed project as it continues through the subdivision review and approval stages. Any development will have to address school concurrency issues and any necessary mitigation.

## CONSISTENCY WITH THE COMPREHENSIVE PLAN

The following Town of Dundee Comprehensive Plan policies are relevant to the proposed request. The policy is provided with an analysis of how the request may or may not be consistent with the Town’s Comprehensive Plan. The request is consistent with the Comprehensive Plan.

**Table 2: Consistency with the Comprehensive Plan**

Comprehensive Plan Policy	Analysis
<p><b>FLU Policy 5.1:</b> Direct higher densities and intensity of use to areas where public facilities and services are available or are projected to be available. Limit the density and intensity of use in areas where public facilities and services are not available.</p>	<p>Public facilities (water and wastewater) are located less than 1 mile from the property. The Town’s Code of Ordinances requires connection for a development of more than 20 homes if facilities are located within one mile.</p>
<p><b>FLU Policy 5.2:</b> Ensure that development orders or permits for future development and redevelopment are issued only if the public facilities and services necessary to meet the adopted level of service standards are available concurrent with the impacts of the development as established within all Elements of the Town of Dundee Comprehensive Plan, including the level of service standards listed within the following Elements:</p> <ol style="list-style-type: none"> <li>1. Infrastructure Element</li> <li>2. Transportation Element</li> <li>3. Capital Improvements Element</li> <li>4. Public School Facilities Element</li> </ol>	<p>The proposed impacts of the potential Future Land Use map amendment can be facilitated within the Town’s existing services; therefore, the adopted levels of service will be maintained.</p>
<p><b>FLU Policy 5.4:</b> Agricultural land uses shall not be converted to uses of higher density or intensity until adequate public facilities and services are available concurrent with the impacts of the proposed new development.</p>	<p>Adequate public facilities will be available at the time of final plat approval.</p>
<p><b>FLU Policy 6.1:</b> Locate Future Land Uses at densities and intensities that will reduce greenhouse gas emissions while encouraging energy efficiency and will discourage urban sprawl and leap-frog development that unduly depletes the physical, social, and fiscal resources of the Town.</p>	<p>The property is located near existing residential development within the Town of Dundee and the County.</p>

# Town Commission Staff Report

<p><b>CIE Policy 2.3:</b> At the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development.</p>	<p>Adequate public facilities will be available at the time of final plat approval.</p>
<p><b>PSFE Policy 2.4.1:</b> Final subdivision and site plan approvals for residential development shall be conditioned upon the availability of adequate school capacity as per the adopted level of service standards (LOS) of this element and as required by Section 163.3180(13) F.S.</p>	<p>The School Board will review any proposed projects for concurrency determination during the subdivision review process.</p>

**DEVELOPMENT REVIEW COMMITTEE**

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the Official Zoning Map Amendment for AG Investments of Polk County, LLC 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
- 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.

**MOTION OPTIONS:**

1. I move **approval of Ordinance 24-02 at first reading** for the request by AG Investments of Polk County, LLC to amend the Official Zoning Map for property located in the Town of Dundee from Agriculture/ Residential Rural (A/RR) to Multiple Family Residential (RMF) on the approximately 88.12+/- acres located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032030, 27-29-02-000000-032030 and 27-29-02-000000-032010 (8parcels).

# Town Commission Staff Report

2. I move **approval with changes of Ordinance 24-02 at first reading** for the request by AG Investments of Polk County, LLC to amend the Official Zoning Map for property located in the Town of Dundee from Agriculture/ Residential Rural (A/RR) to Medium Density Residential (MDR) on the approximately 88.12 +/- acres located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032030, 27-29-02-000000-032030 and 27-29-02-000000-032010 (8parcels).
  
3. I move **denial of Ordinance 24-02 at first reading** for the request by AG Investments of Polk County, LLC to amend the Official Zoning Map for property located in the Town of Dundee from Agriculture/ Residential Rural (A/RR) to Medium Density Residential (MDR) on the approximately 88.12 +/- acres located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032030, 27-29-02-000000-032030 and 27-29-02-000000-032010 (8 parcels).

Attachments: Legal Descriptions

Location Map


Existing Official Zoning Map

Proposed Official Zoning Map

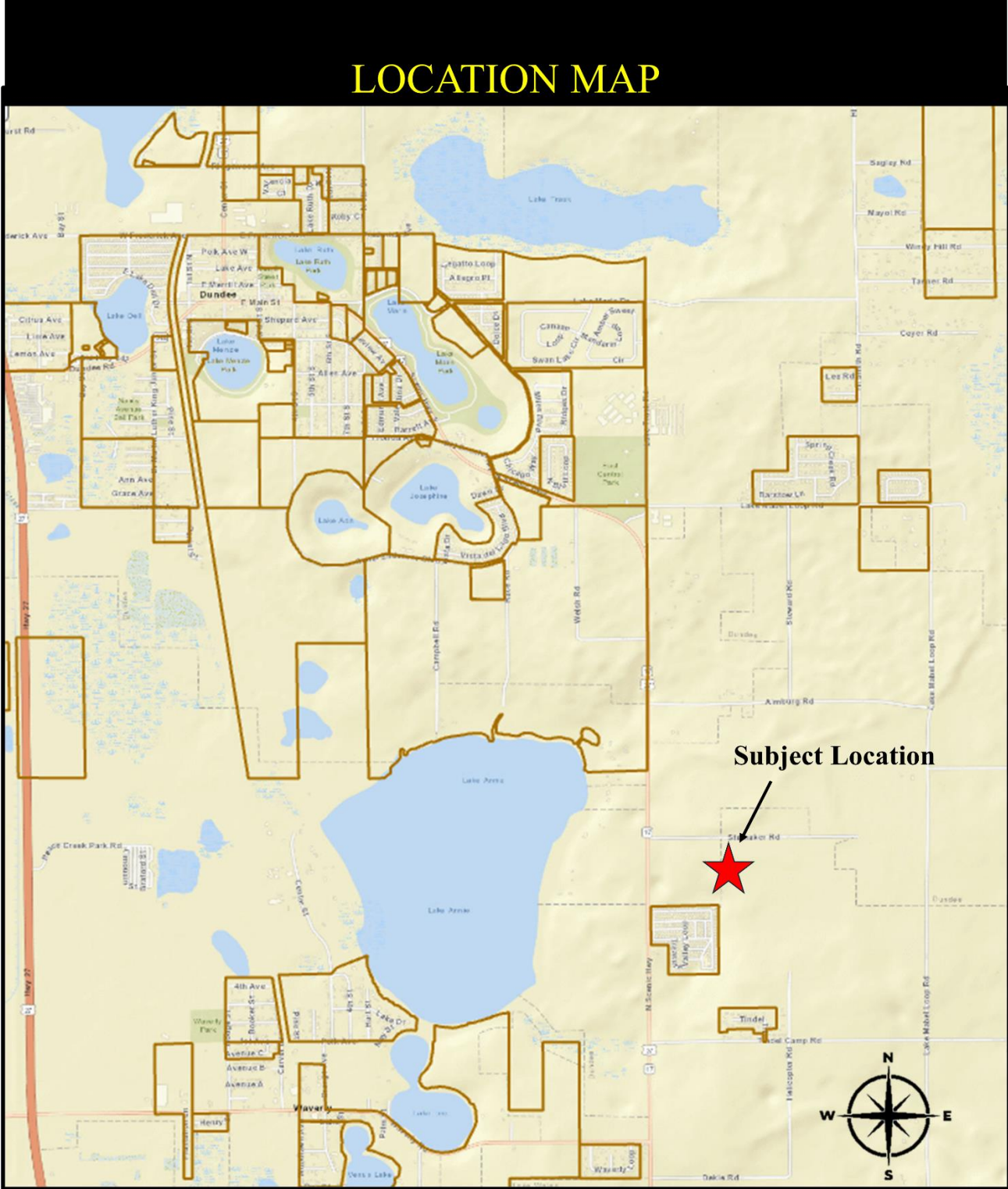


# Town Commission Staff Report

Item 3.

<b>SKETCH OF DESCRIPTION</b>	SECTION 2, TOWNSHIP 29 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA	
THIS IS NOT A BOUNDARY SURVEY		
<b>LEGAL DESCRIPTION (OVERALL PARCEL)</b>		
<p>A parcel of land lying within Section 2, Township 29 South, Range 27 East, Polk County, Florida and being more particularly described as follows:</p> <p>COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 2; thence N.89 degrees 14'49"E., on the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 2, a distance of 33.00 feet to a point on the East right of way line of Scenic Highway and the POINT OF BEGINNING; thence N.00 degrees 36'30"W., on the East right of way line of said Scenic Highway, a distance of 663.53 feet to a point on the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the South line of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.00 degrees 36'30"W., continuing on the East right of way line of said Scenic Highway, a distance of 648.41 feet to a point at the intersection of the East right of way line of said Scenic Highway and the South right of way line of Stalnaker Road; thence N.89 degrees 15'15"E., on the South right of way line of said Stalnaker Road, a distance of 1285.32 feet to a point on the East line Southwest 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right of way line of said Stalnaker Road, a distance of 659.16 feet to the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence N.88 degrees 57'38"E., continuing on the South right of way line of said Stalnaker Road, a distance of 653.70 feet to a point on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.00 degrees 47'33"E., on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 650.30 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.89 degrees 06'56"W., on the South line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 656.30 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2 also being a point on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence S.00 degrees 33'42"W., on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2, a distance of 663.54 feet to the Southeast corner of the Northwest 1/4 of said Section 2; thence S.89 degrees 55'32"W., on the South line of the Northwest 1/4 of said Section 2, a distance of 1318.08 feet to the Northeast corner of TWIN FOUNTAINS CLUB, INC., as recorded in Condominium Plat Book 33 Page 3 of the Public Records of Polk County, Florida, also being the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence S.88 degrees 25'09"W., on the North line of the said TWIN FOUNTAINS CLUB, INC. also being the South line of the Northwest 1/4 of said Section 2, a distance of 1284.78 feet to the POINT OF BEGINNING.</p>		
Parcel contains 87.60 acres, more or less.		
<b>SURVEYOR'S REPORT</b>		
<ol style="list-style-type: none"> <li>1. This sketch not valid unless embossed or stamped with a surveyor's seal.</li> <li>2. Underground encroachments such as utilities and foundations, that may exist, have nor been located.</li> <li>3. Parcel numbers, owners name, address and zoning shown hereon obtained from the Polk County Property Appraisers web site.</li> <li>4. This is NOT a Boundary Survey.</li> <li>5. This sketch was prepared without the benefit of a current Title Commitment, Title Opinion or Ownership and Encumbrance Report. Therefore there may be easements, rights of way or other encumbrances that are not shown on this sketch that may be found in the Public Records of Polk County, Florida.</li> <li>6. Legal description shown hereon prepared by the undersigned surveyor.</li> <li>7. Bearings shown hereon are based on the Florida State Plane Coordinate System, West Zone, 1983-2011 adjustment, holding the West line of the Northwest 1/4 Section 2, Township 29 South, Range 27 East as being N.00 degrees 36'30"W.</li> </ol>		
<b>SURVEYOR'S CERTIFICATE</b>		
<p>I, the undersigned Professional Surveyor and Mapper, hereby certify that this Sketch of Description was prepared under my direct supervision, that to the best of my knowledge, information and belief is a true and accurate representation shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Administrative Code.</p>		
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 60%;">                   Steven C. Semple                  Professional Surveyor and Mapper No. 5489                  State of Florida             </div> <div style="width: 35%; text-align: center;">  </div> </div>		
PREPARED BY: ACCURATE SURVEYING OF FLORIDA, INC. 4206 NATIONAL GUARD DRIVE PLANT CITY, FLORIDA 33563 (813) 645-2300 LICENSE BUSINESS NO. 8211	PREPARED FOR: AG INVESTMENT OF POLK COUNTY LLC 5529 US HIGHWAY 98 N LAKELAND, FLORIDA 33809-3103	CREW CHIEF: N/A PROJECT # STALNAKER OVERALL DRAWN BY: BB DATE: 11/27/22 CHECKED BY: D.J.B. SHEET 1 OF 3 REVISION DATE: 01/20/23 01/28/23 02/02/23
SHEET NAME: SKETCH OF DESCRIPTION HILLS OF DUNDEE - OVERALL PARCEL POLK COUNTY, FLORIDA		

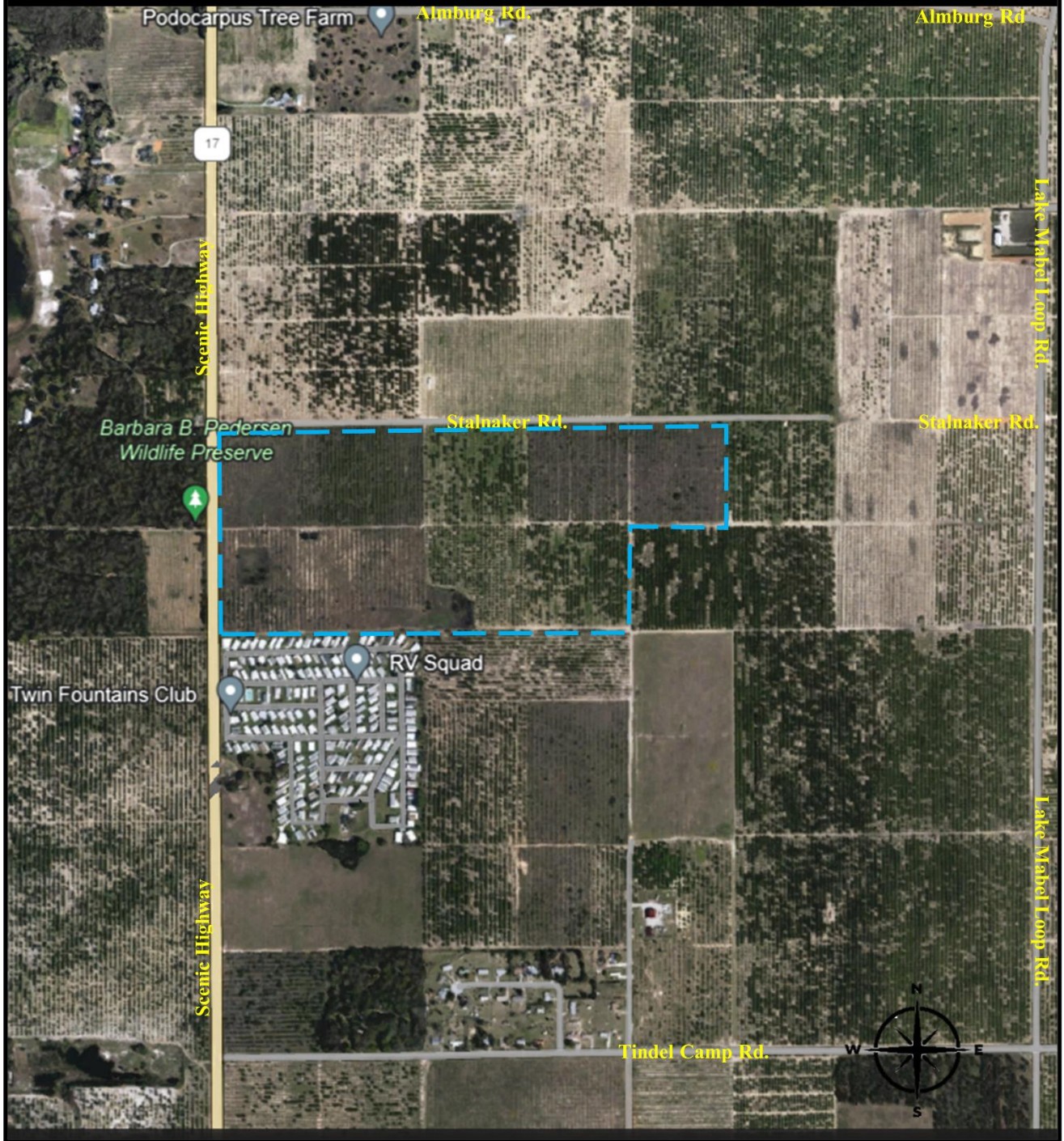
## Legal Description



Location Map

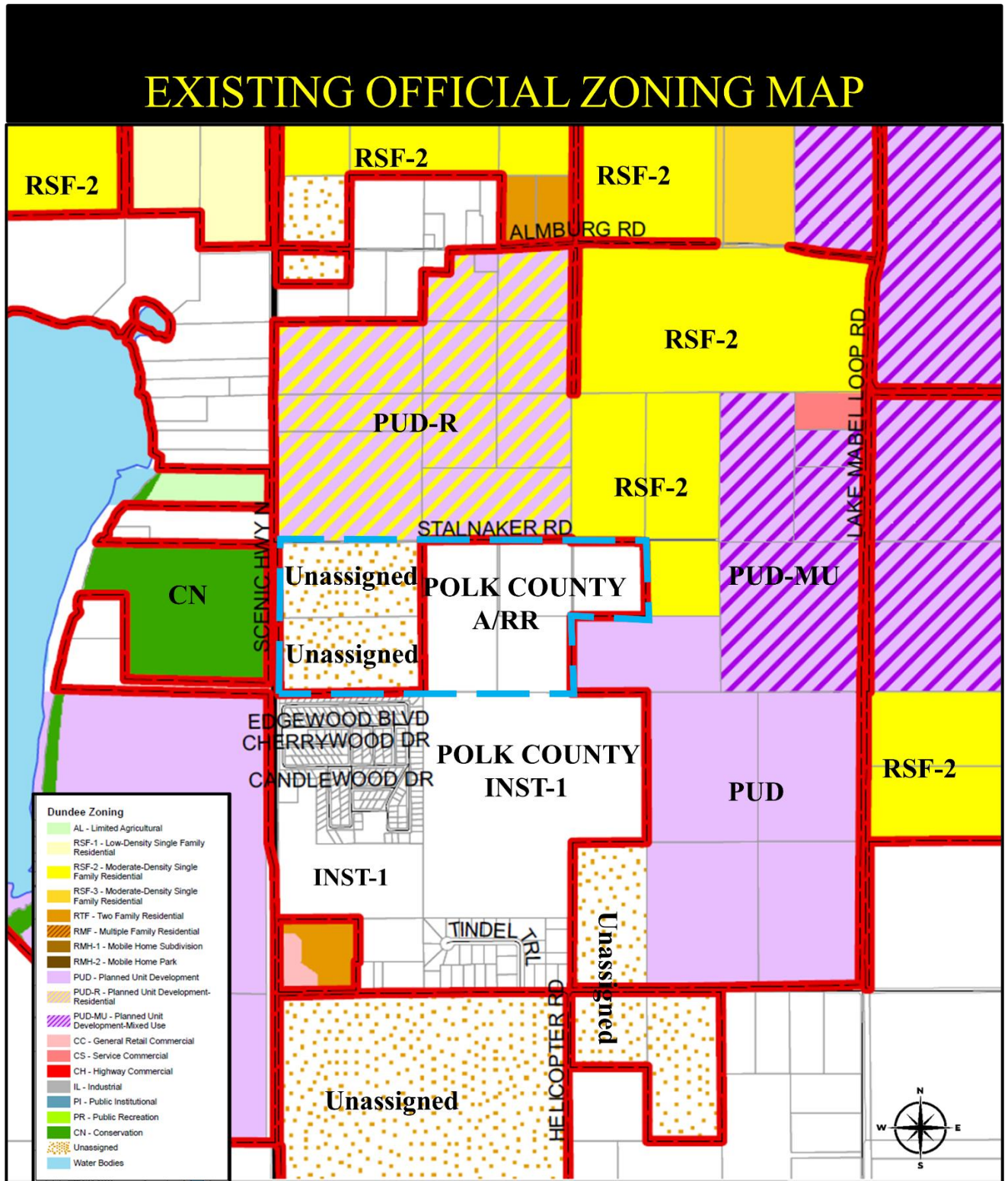


# AERIAL MAP CONTEXT

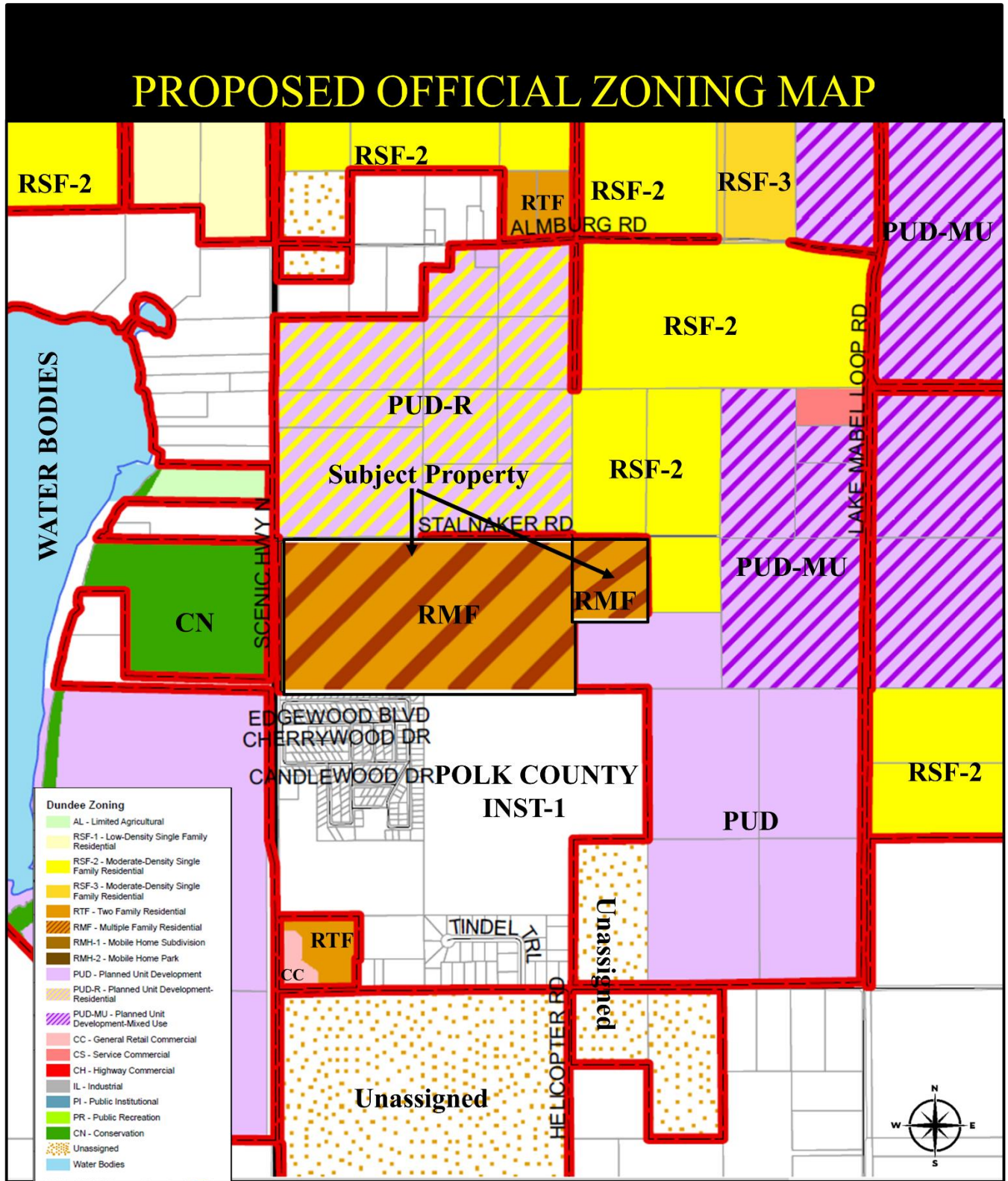


Aerial Map Context





Existing Official Zoning Map



## Proposed Future Land Use Map



# TOWN COMMISSION MEETING

February 27, 2024 at 6:30 PM

Item 4.

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<b>AGENDA ITEM TITLE:</b>	DISCUSSION, WATER TREATMENT PLANT CAPACITY EVALUATIONS
<b>SUBJECT:</b>	Town Commission will hear a presentation on Dundee Water Treatment Plant Capacity Evaluations.
<b>STAFF ANALYSIS:</b>	Town contracted with CHA Consulting, Inc. (CHA) to provide a potable water hydraulic model for pumping, flows and pressures of the water distribution system. The newly developed model would determine the capacity of the existing high-service pump stations (HSPS) at Riner and Hickory WTPs, and to evaluate the system capacity to serve future developments.
<b>FISCAL IMPACT:</b>	TBD
<b>STAFF RECOMMENDATION:</b>	Staff recommends acceptance of Water Treatment Plant Capacity Evaluations to satisfy the apprehensions for developers and the public of the plant flows, pumps and justifications.
<b>ATTACHMENTS:</b>	Final Report





# Memorandum

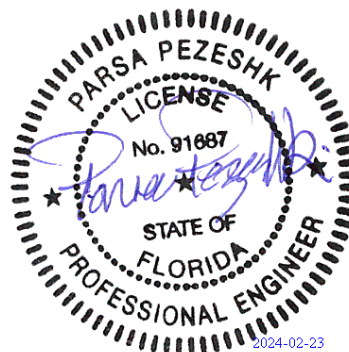
CHA CONSULTING, Inc.  
3507 East Frontage Road, Ste. 180  
Tampa, Florida 33706  
Phone: (813) 549-0919

**To:** Tracy Mercer, Town of Dundee  
**From:** CHA Consulting, Inc.  
**Date:** February 23, 2024  
**RE:** Riner Water Treatment Plant High-Service Pump Station Capacity Evaluation

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

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

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



## 1. Introduction

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

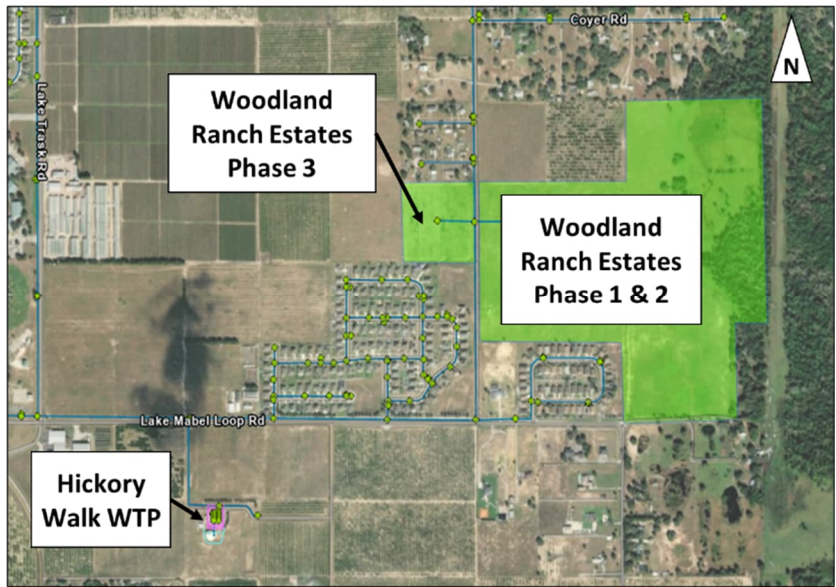
## 2. Woodland Ranch Estates Developments

To estimate the demands associated with Woodland Ranch Estates developments, the number of development units was multiplied by an assumed value of 2.53 persons per household (PPH, derived using SWFWMD REQPOP Calculator) to determine the functional population (FP) associated with fully occupied Woodland Ranch Estates developments. The proposed functional population was multiplied by a potable water demand of 114.7 gallons per capita day (gpcd) (based on Town’s Public Supply Annual Reports, PSARs) to calculate the associated annual average daily demand (AADD) (see **Table 1**). In this manner, the potable water demand per development unit was calculated to be 290.2 gpd/unit (2.53 PPH \*114.7 gpcd). **Figure 1** shows the location of Woodland Ranch Estates developments in Town of Dundee.



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

Development	No. of Units	FP*	AADD**(gpd)
Woodland Ranch Estates Phases 1 & 2	308	779.24	89,378.8
Woodland Ranch Estates Phase 3	36	91.08	10,446.9
Woodland Ranch Estates Phases 1, 2, 3	344	870.32	99,825.7
* Assumption: 2.53 PPH			
** Assumption: 114.7 gpcd			



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

**3. Hydraulic Model Development**

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



**Table 2. Potable Water Distribution System Pipes and Length Summary**

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

**Table 3. Water Treatment Plants: Summary of Parameters**

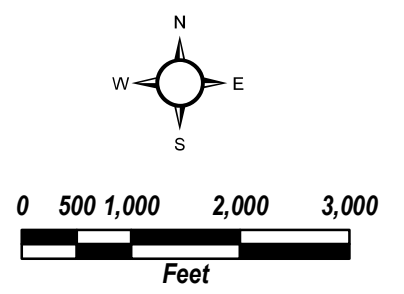
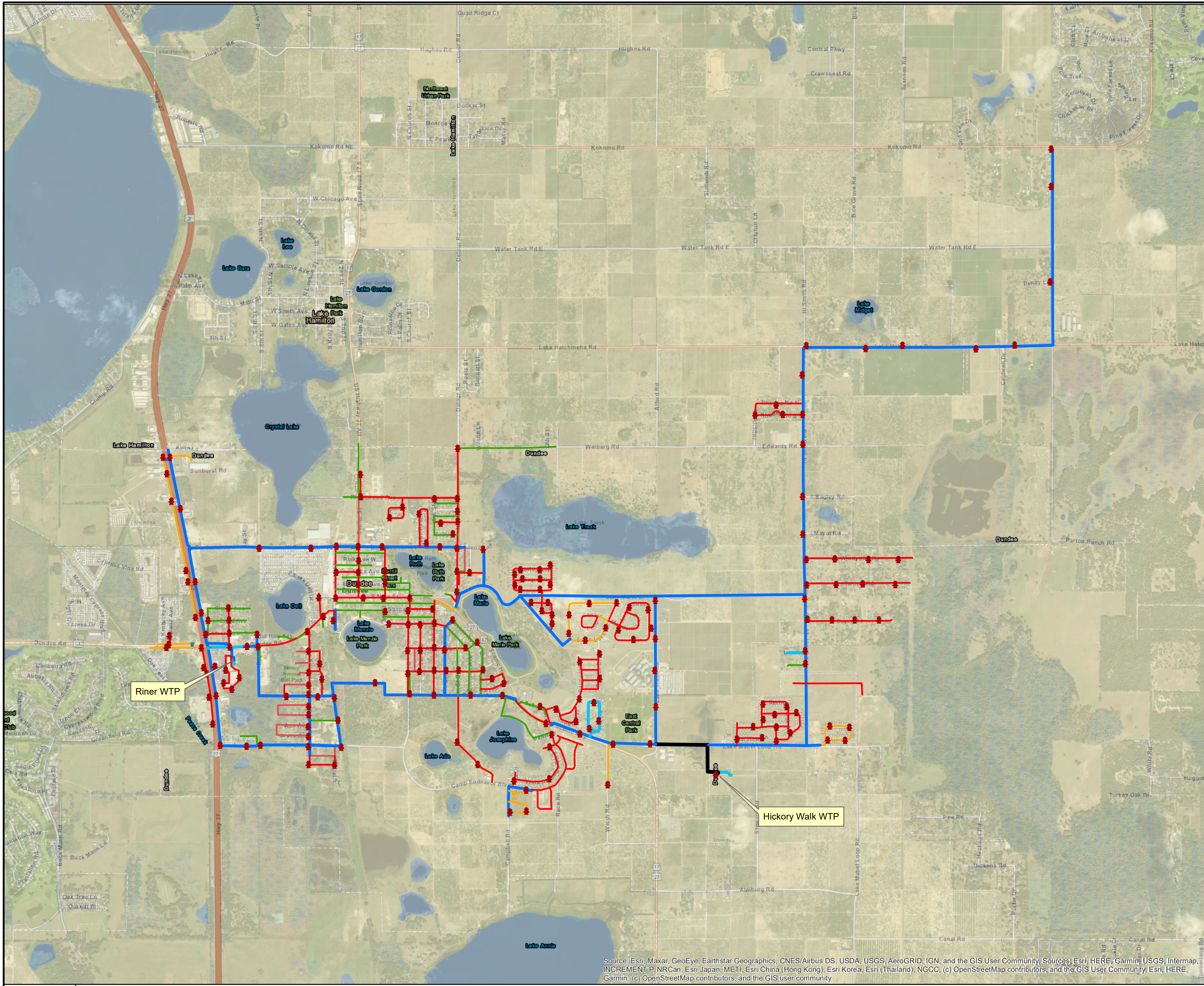
WTP	Description
Hickory Walk	Number of high-service pumps: 4 (2 main and 2 jockey)
	Jockey HSP capacity, each: 585 gpm @ 185 ft TDH, 3500 rpm, VFD (HSP 1&2)
	Main HSP capacity, each: 1500 gpm @ 175 ft TDH, 1775 rpm, VFD (HSP 3&4), 100-hp motor
	HSPS discharge pressure setpoint: 45 psi
	HSPS elevation: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

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

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







Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS user community



TOWN OF DUNDEE  
Potable Water Distribution System

FIGURE 2



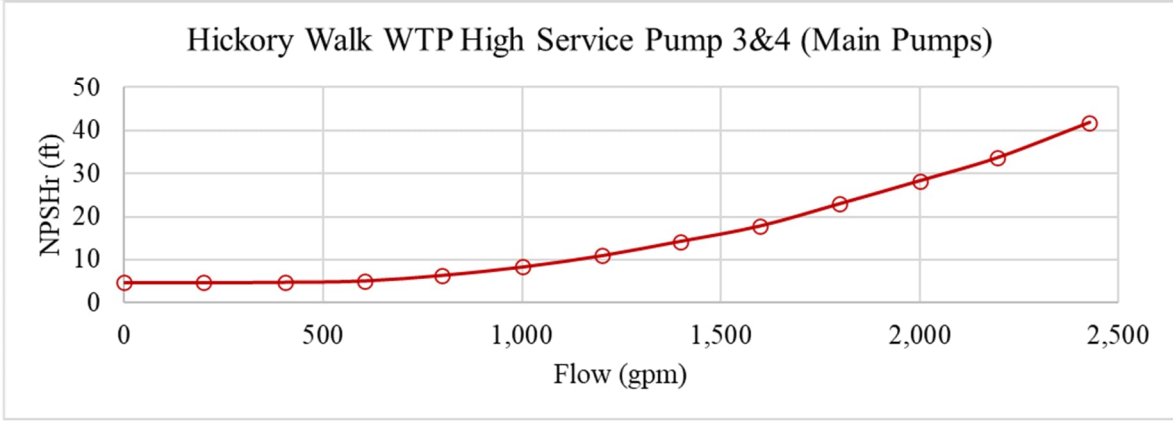
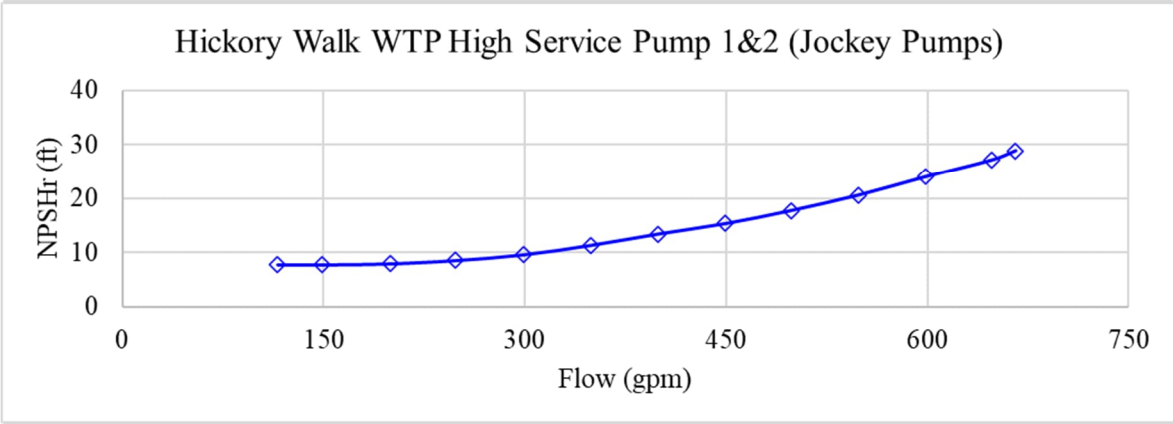
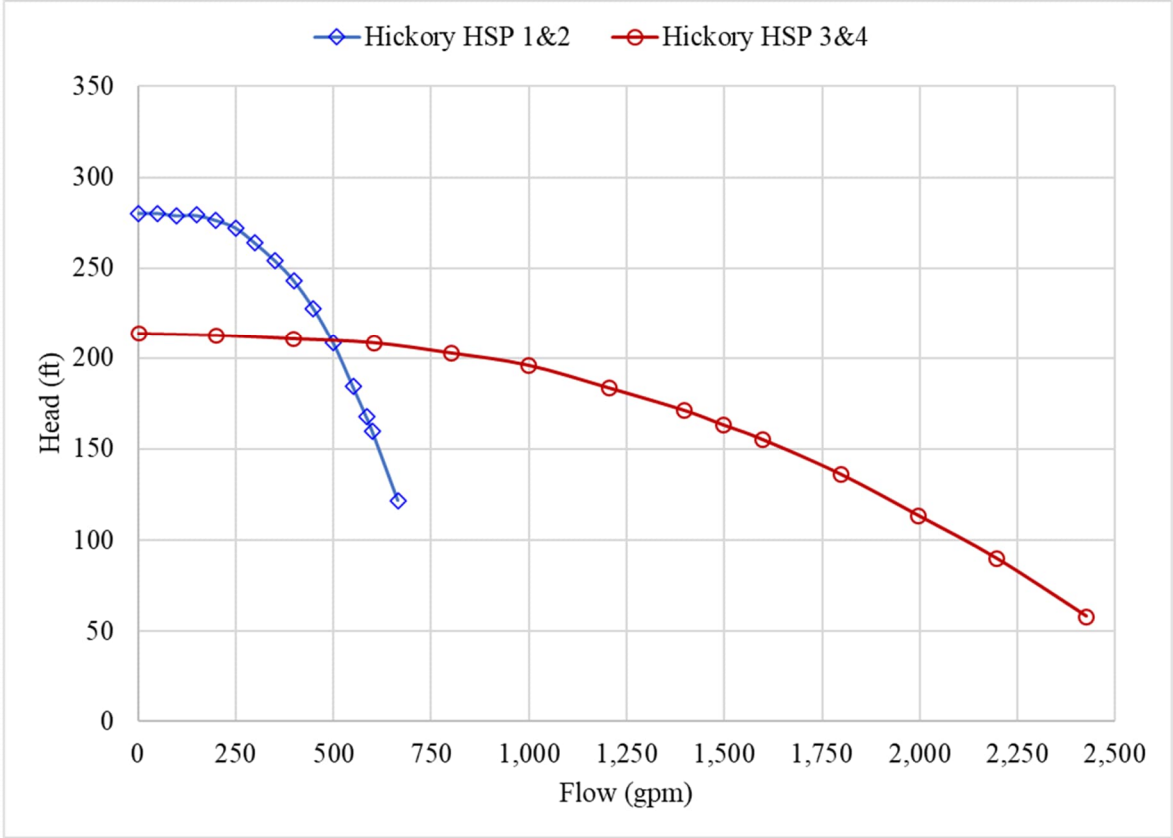
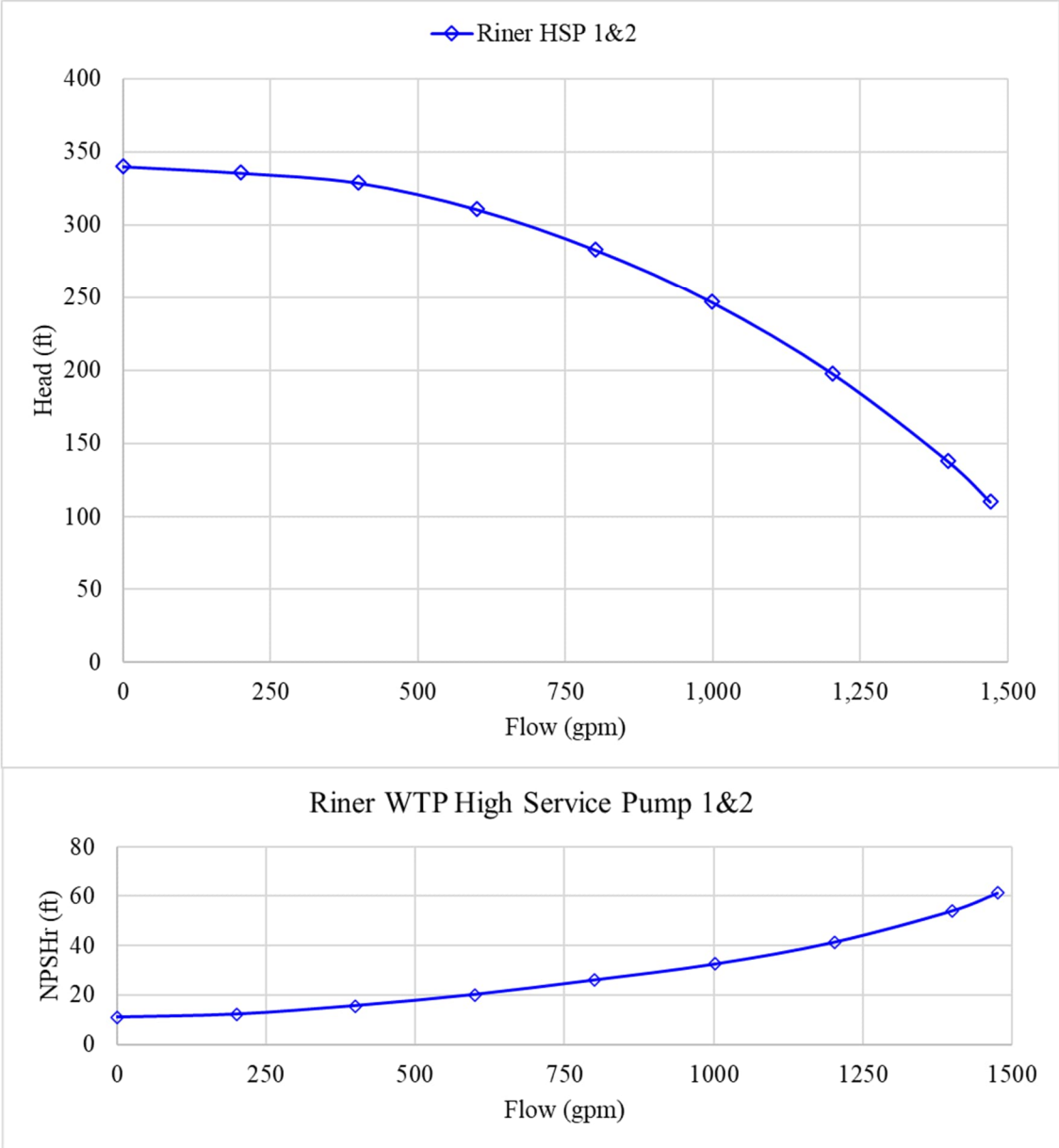


Figure 3. Pump Curves for Hickory Walk WTP HSPS







**Figure 4. Pump Curves for Riner WTP HSPS**

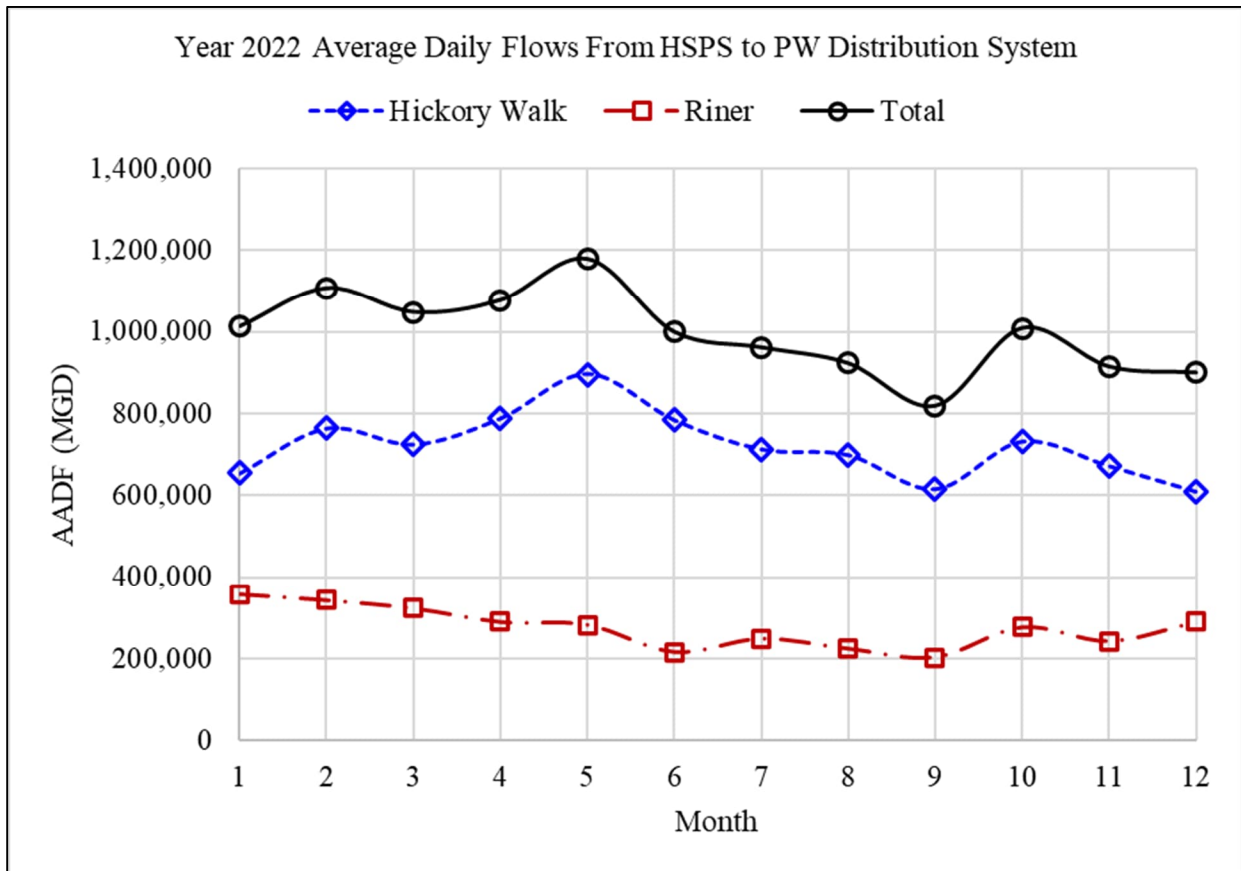
**4. Flows and Peaking Factors**

The average daily flows from Hickory Walk and Riner WTPs to the potable water distribution system for each month in 2022 are shown in **Table 5** and **Figure 5** (based on 2022 MORs). The total demand allocated in the hydraulic model from geocoded customer meters was 505 gpm. A global multiplier of 1.37 was applied to all base demands to bring the system demands to 691 gpm (to match 2022 AADF from WTPs to the distribution system). The estimated demand for Woodland Ranch Estates (99,825.7 gpd or 69.3 gpm) was added to the hydraulic model. The peaking factors used in the hydraulic model are shown in **Table 6**.



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

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



**Figure 5. Average Daily Flow to PW Distribution System**



**Table 6. Peaking Factors used in the Hydraulic Model**

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

## 5. Hydraulic Model Scenarios

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

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

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

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

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



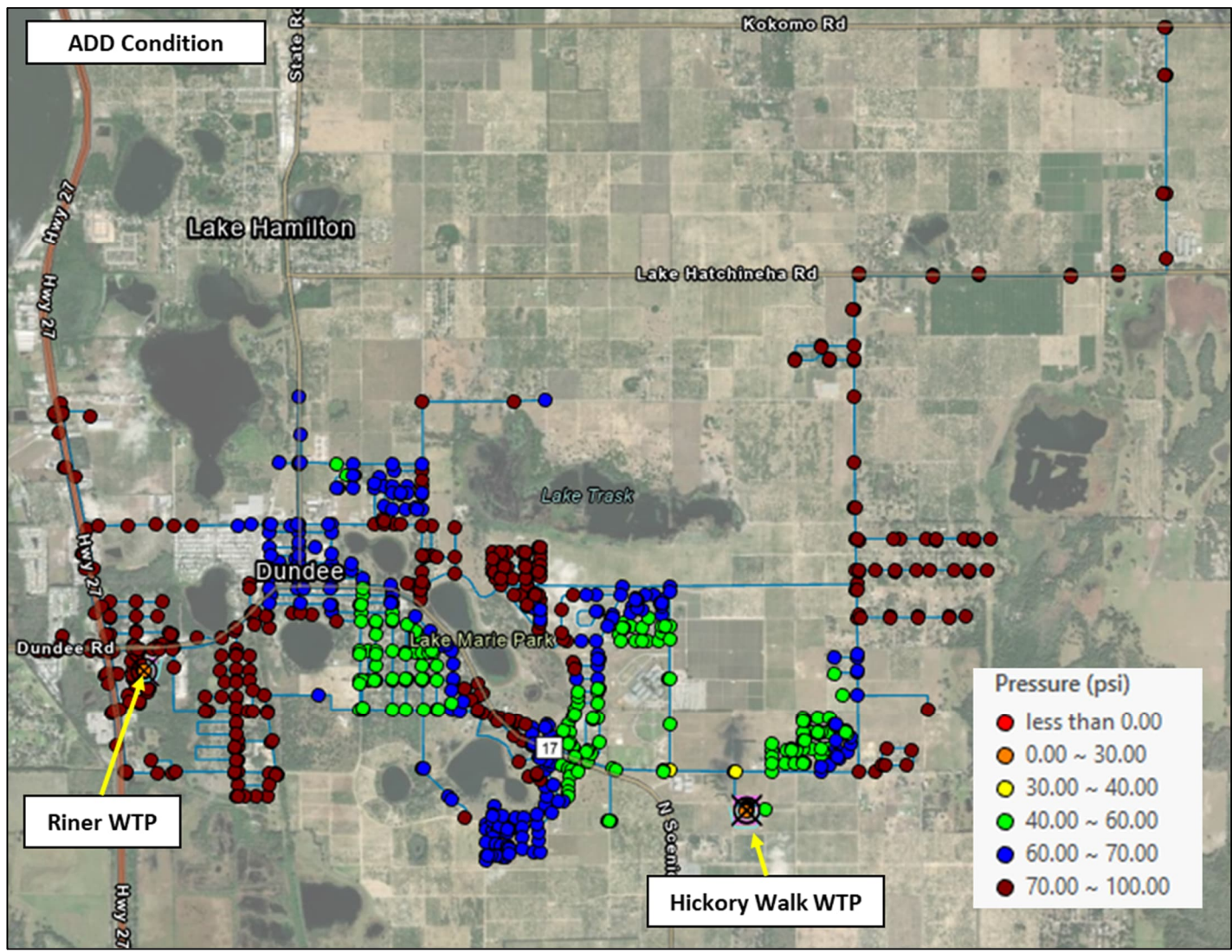


Figure 6. Potable Water System Pressure Results at ADD Condition





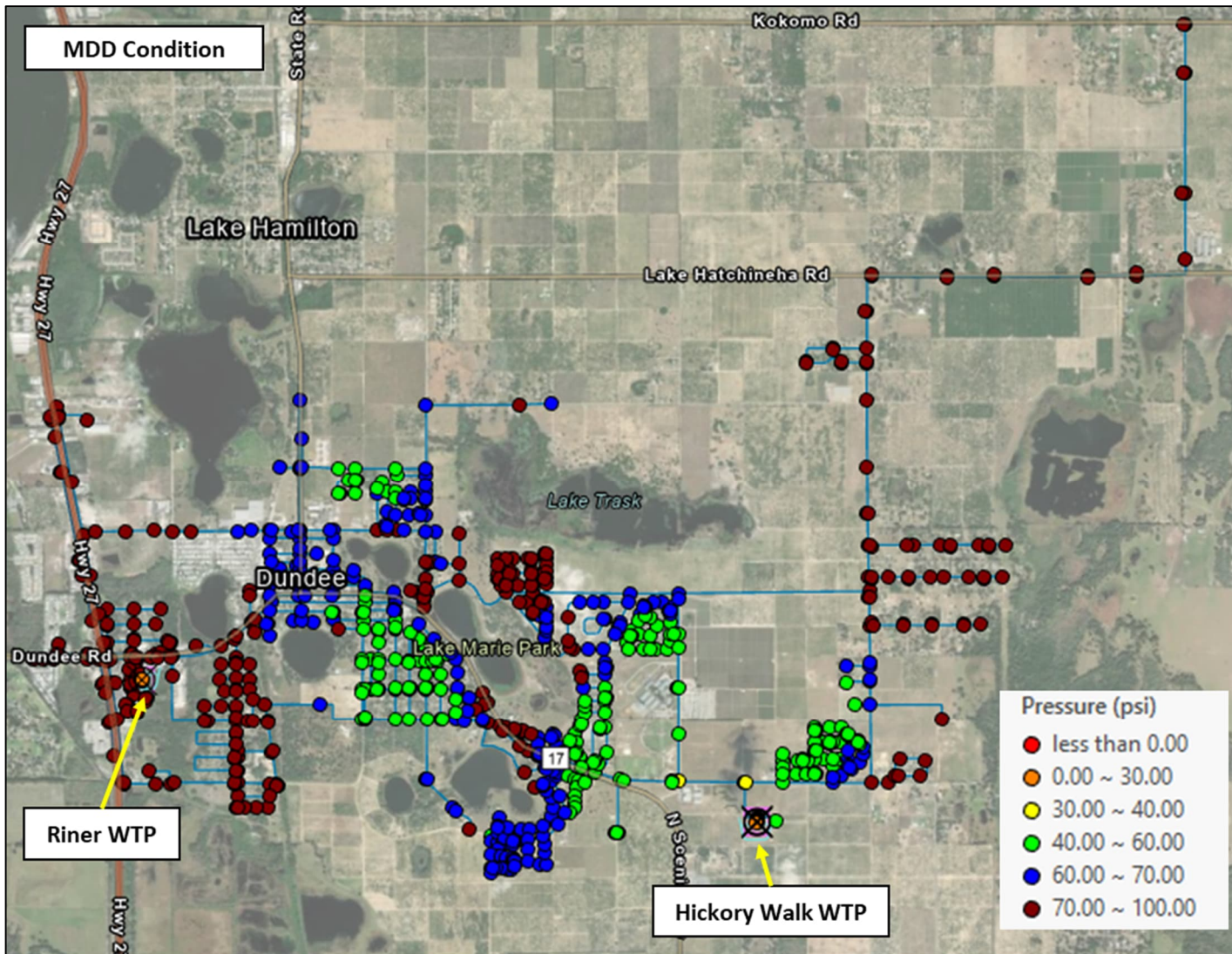


Figure 7. Potable Water System Pressure Results at MDD Condition





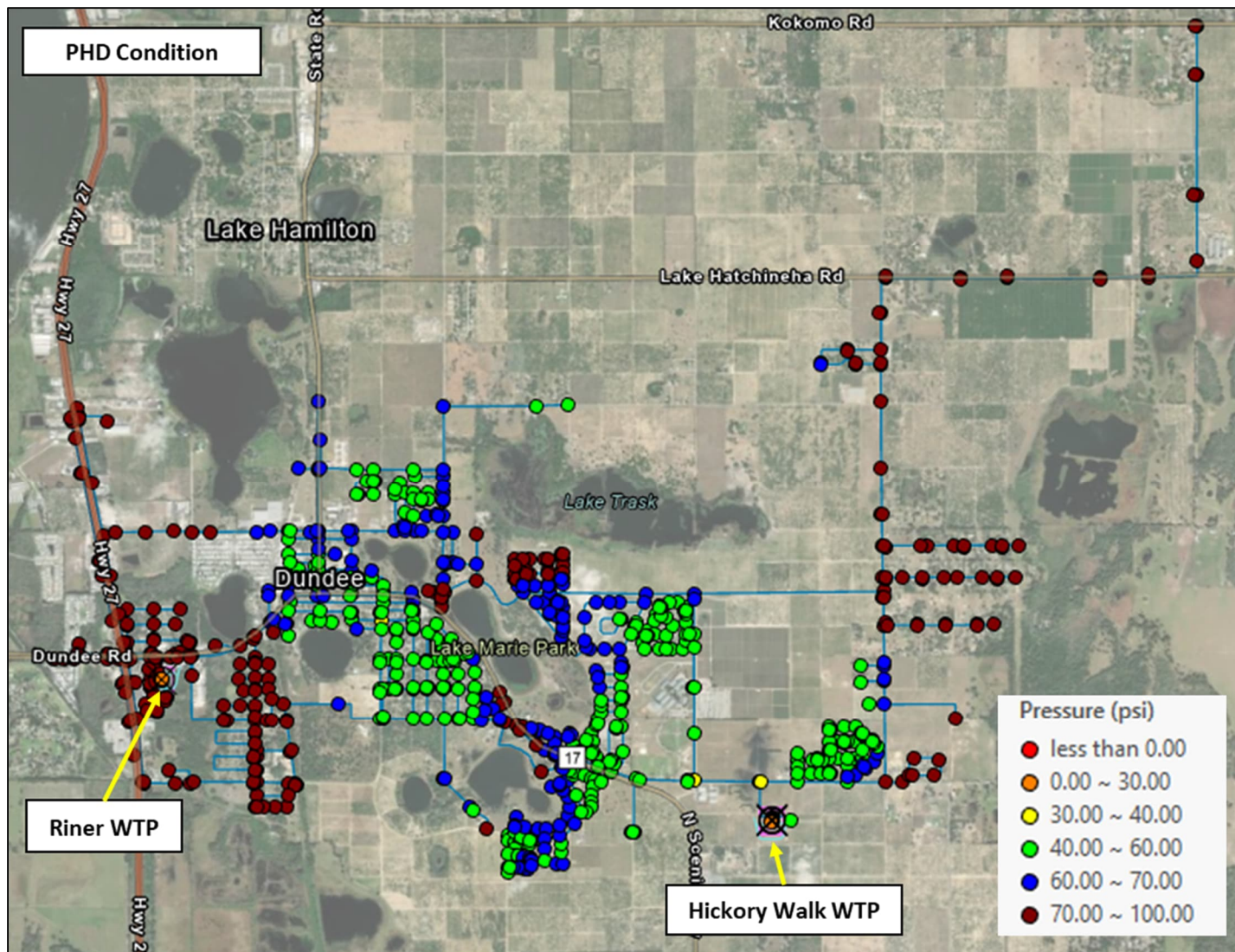
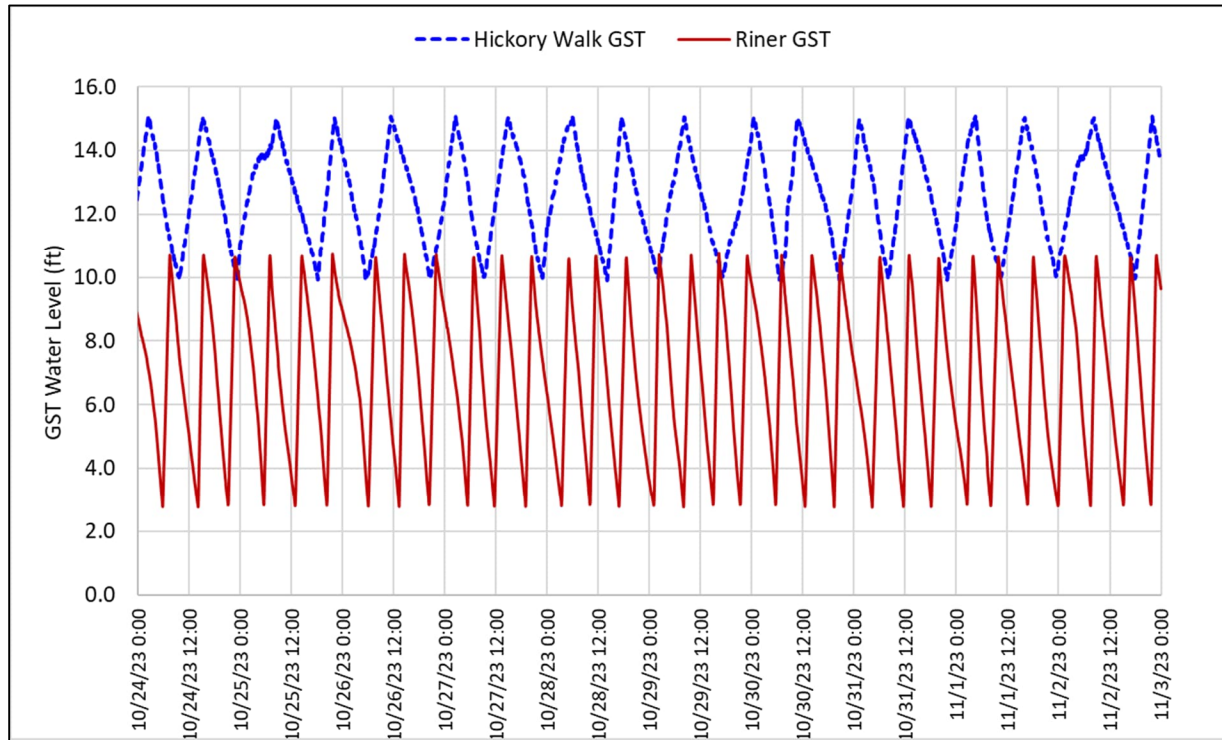


Figure 8. Potable Water System Pressure Results at PHD Condition



### 6. Capacity of Riner HSPS

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



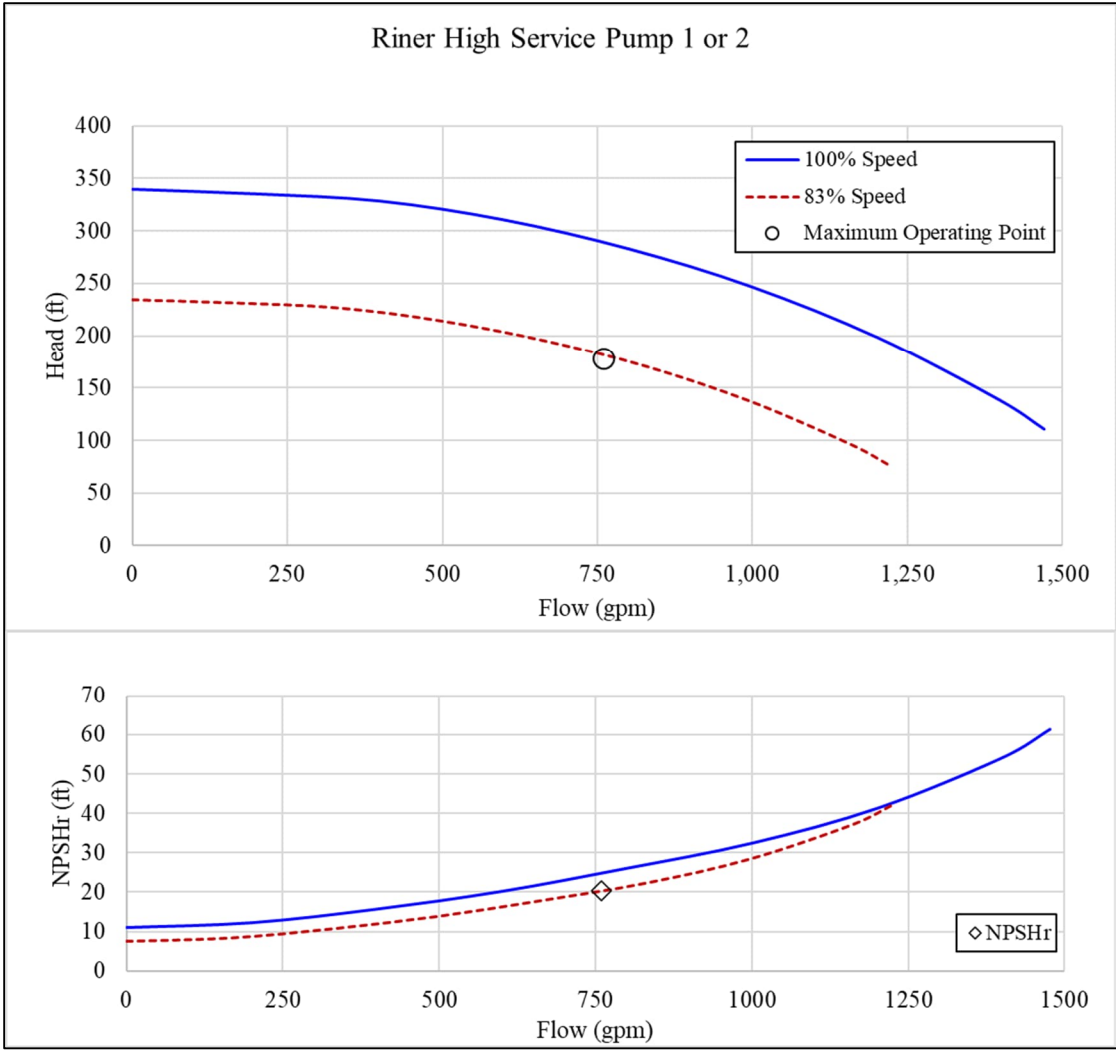
**Figure 9. Water Level in GSTs at Hickory Walk and Riner WTPs (10/24/23 – 11/3/23)**

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

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

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





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

**Table 10. Riner HSPS Firm and Total Capacities**

Parameter	gpm	MGD
Firm Capacity	760	1.1
Total Capacity	1520	2.2



## 7. Summary and Conclusions

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



### Appendix A – High Service Pump Curves

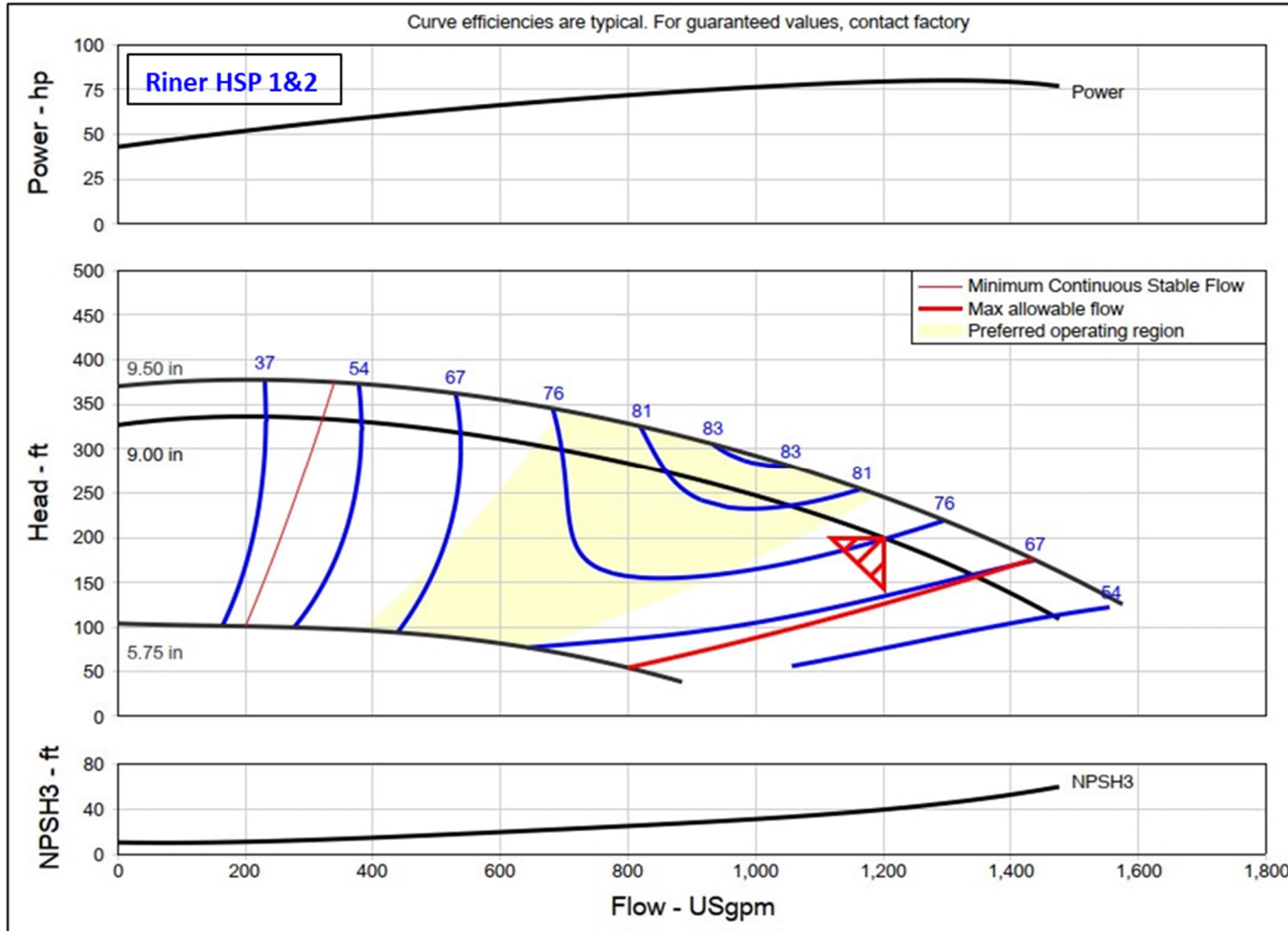


Figure A-1. Riner Pump Curves for High Service Pumps 1 and 2





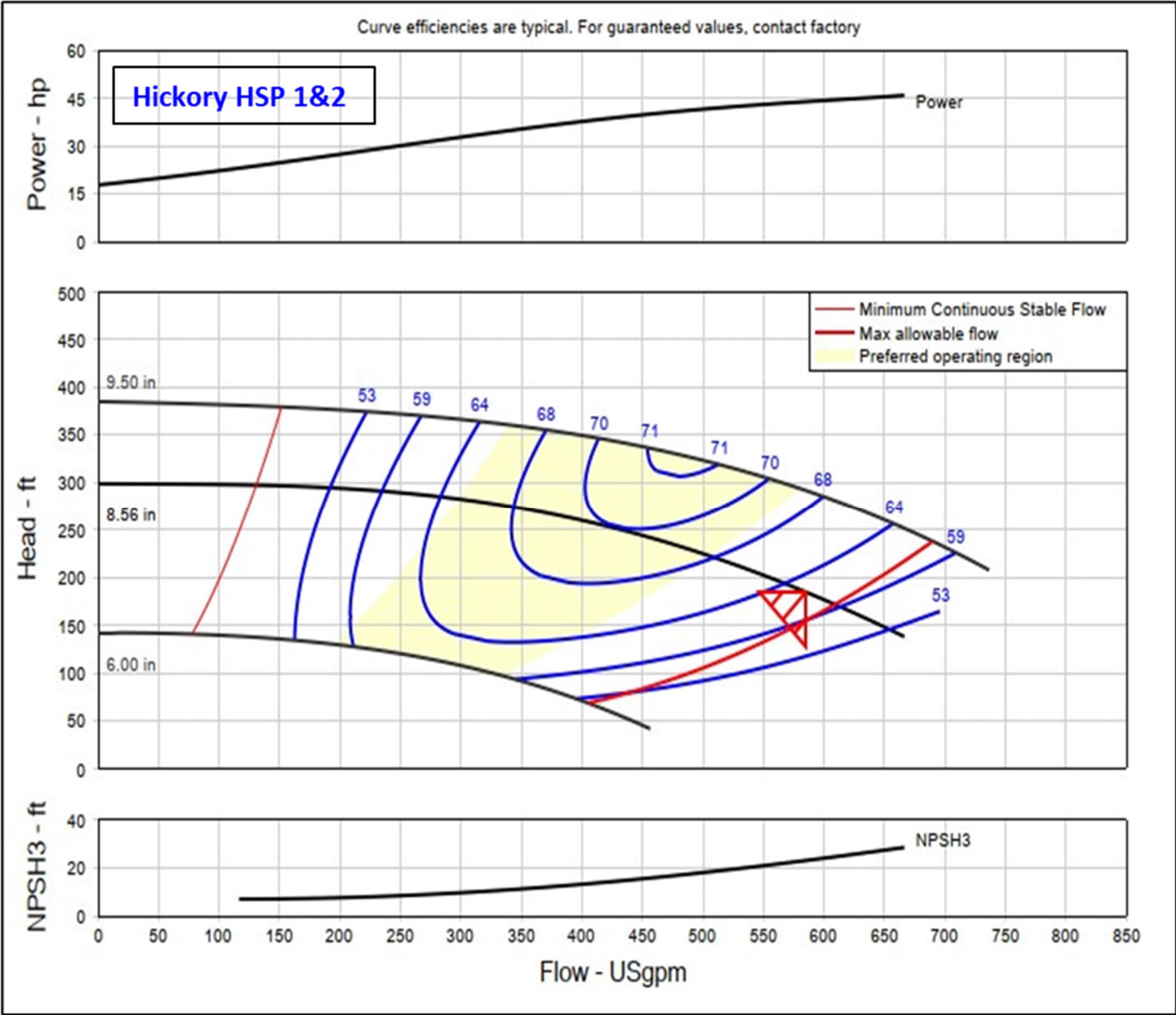


Figure A-2. Hickory Walk Pump Curves for High Service Pumps 1 and 2



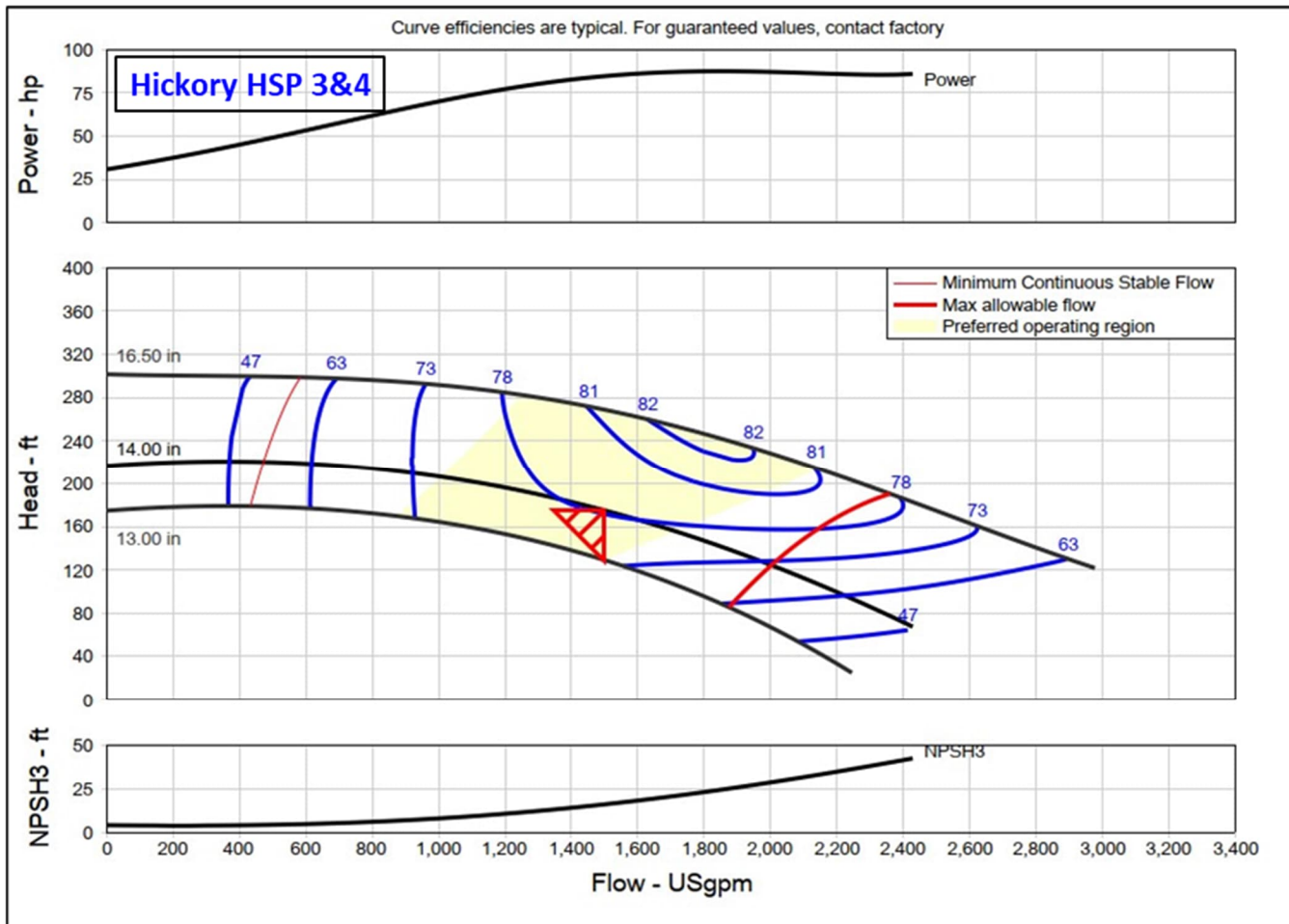


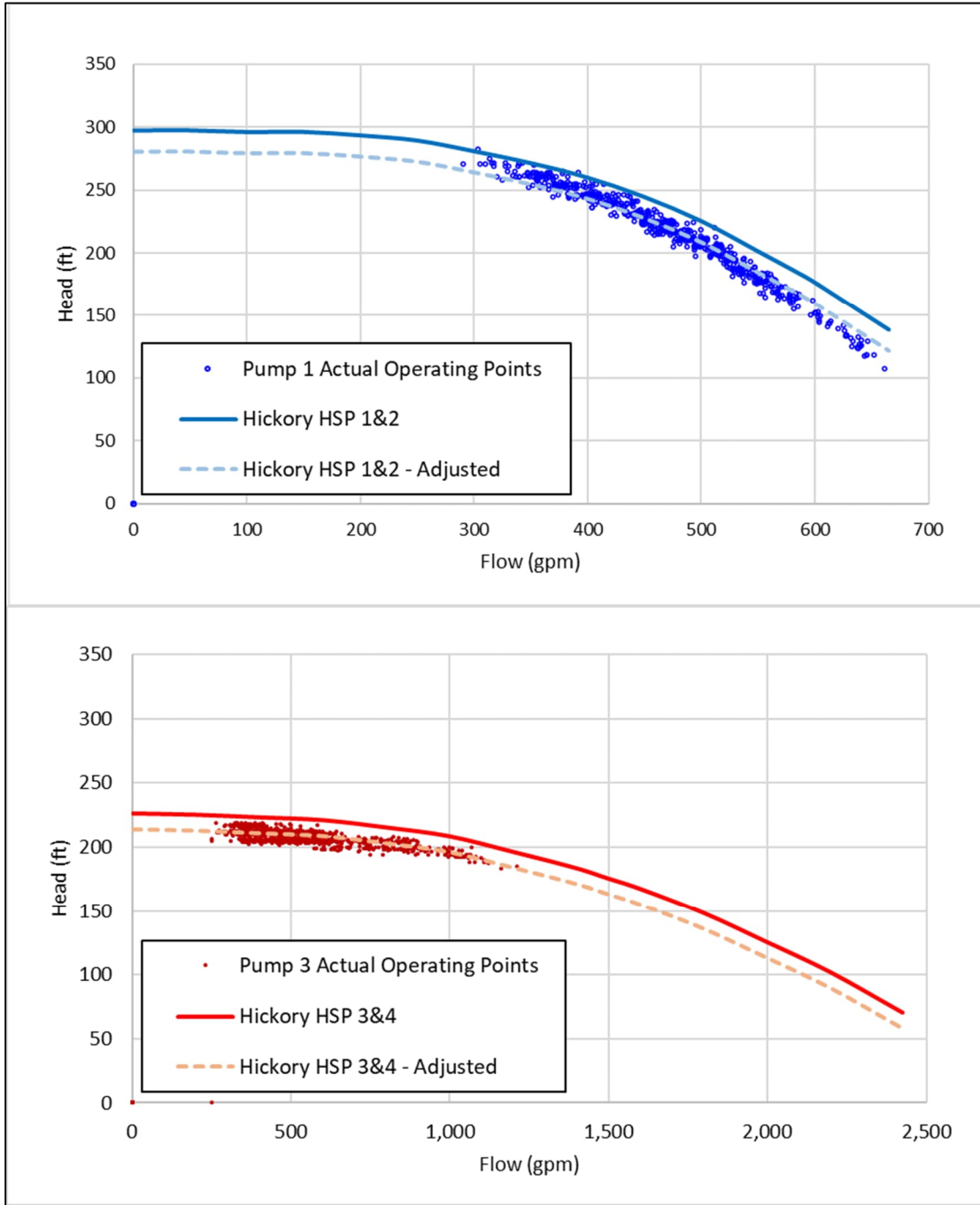
Figure A-3. Hickory Walk Pump Curves for High Service Pumps 3 and 4



### Appendix B – Hickory Walk HSPS Capacity

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

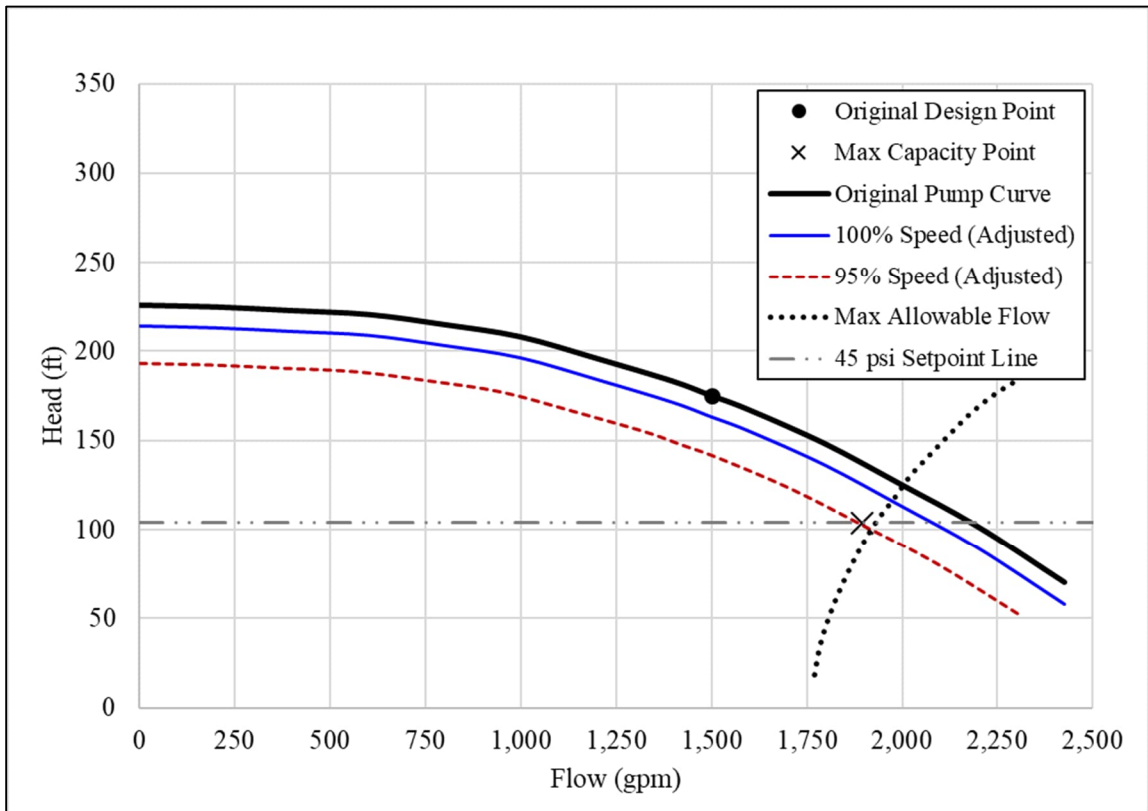
- 1) Pump curves for jockey and booster pumps were adjusted according to operating point data (flow, pressure, and speed) from SCADA data (**Figure B-1**).



**Figure B- 1. Hickory Walk HSPS Adjusted Pump Curves**



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



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

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





Appendix C – Site Pictures



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



Figure C-2. Hickory Walk WTP Ground Storage Tank





**Figure C-3. Riner WTP High Service Pump Station**



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



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



**RESOLUTION NO. 24-02**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; ACCEPTING AND APPROVING THE CHA MEMORANDUM RINER WATER TREATMENT PLANT CAPACITY EVALUATION DATED JANUARY 9, 2024, PREPARED CHA CONSULTING, INC. (CHA); PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, in an effort to improve and strengthen the Town's operation of its potable water distribution system for both residential and commercial development, the Town entered into an agreement with CHA Consulting, Inc. ("CHA") to perform a comprehensive evaluation of the Town's water distribution network related to the Town's Riner Water Treatment Plant in order to identify and plan for improvements necessitated by and/or through concurrency management, substandard infrastructure, and new growth within the corporate limits of the Town of Dundee; and

**WHEREAS**, the CHA Memorandum Riner Water Treatment Plant Capacity Evaluation, January 9, 2024 (the "CHA Evaluation") is attached hereto as **Exhibit "A"** and made a part hereof by reference; and

**WHEREAS**, in the exercise of its legislative authority, the Town Commission accepts and approves the CHA Evaluation, incorporated herein as **Exhibit "A"** and a made a part hereof, to be known as the Town of Dundee Riner Water Treatment Plant Capacity Evaluation and included as data and analysis to support the unprecedented residential and commercial growth within the corporate limits 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 passage 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 passage of this Resolution. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this Resolution.

**Section 2. Acceptance and Approval.** The Town Commission of the Town of Dundee, Florida, hereby accepts and approves CHA Memorandum Riner Water Treatment Plant Capacity Evaluation, January 9, 2024 (the “CHA Evaluation”), as attached hereto and made a part hereof as **Exhibit “A”**.

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

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

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

**Section 6. Effective Date.** This Resolution shall take effect immediately upon passage.

**READ, PASSED AND ADOPTED** at a duly called meeting of the Town Commission of the Town of Dundee, Florida assembled on the 27th day of February, 2024.

**TOWN OF DUNDEE**

\_\_\_\_\_  
Samuel Pennant, Mayor

ATTEST WITH SEAL:

\_\_\_\_\_  
Trevor Douthat, Town Clerk

Approved as to form:

---

Frederick J. Murphy, Jr., Town Attorney



**Exhibit "A"**  
**Resolution 24-02**

**CHA Evaluation**



# Memorandum

CHA CONSULTING, Inc.  
3507 East Frontage Road, Ste. 180  
Tampa, Florida 33706  
Phone: (813) 549-0919

**To:** Tracy Mercer, Town of Dundee  
**From:** CHA Consulting, Inc.  
**Date:** February 23, 2024  
**RE:** Riner Water Treatment Plant High-Service Pump Station Capacity Evaluation

This item has been digitally signed and sealed by Parsa Pezeshk on the date adjacent to the seal.  
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.  
This report is intended for review by Town of Dundee and other parties as considered necessary by Town of Dundee and CHA Solutions, Inc.

## 1. Introduction

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

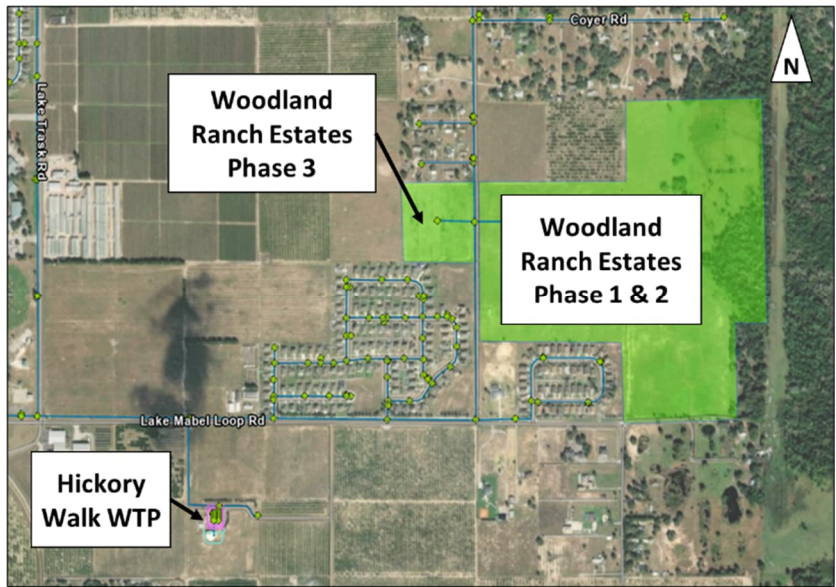
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**Table 1. Estimation of Potable Water Demands for Woodland Ranch Estates**

Development	No. of Units	FP*	AADD**(gpd)
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* Assumption: 2.53 PPH			
** Assumption: 114.7 gpcd			



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

**3. Hydraulic Model Development**

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



**Table 2. Potable Water Distribution System Pipes and Length Summary**

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

**Table 3. Water Treatment Plants: Summary of Parameters**

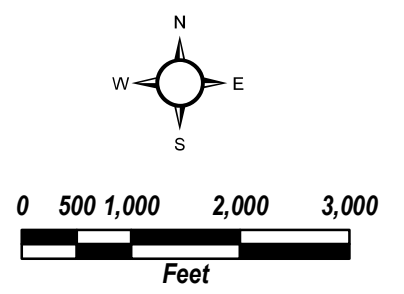
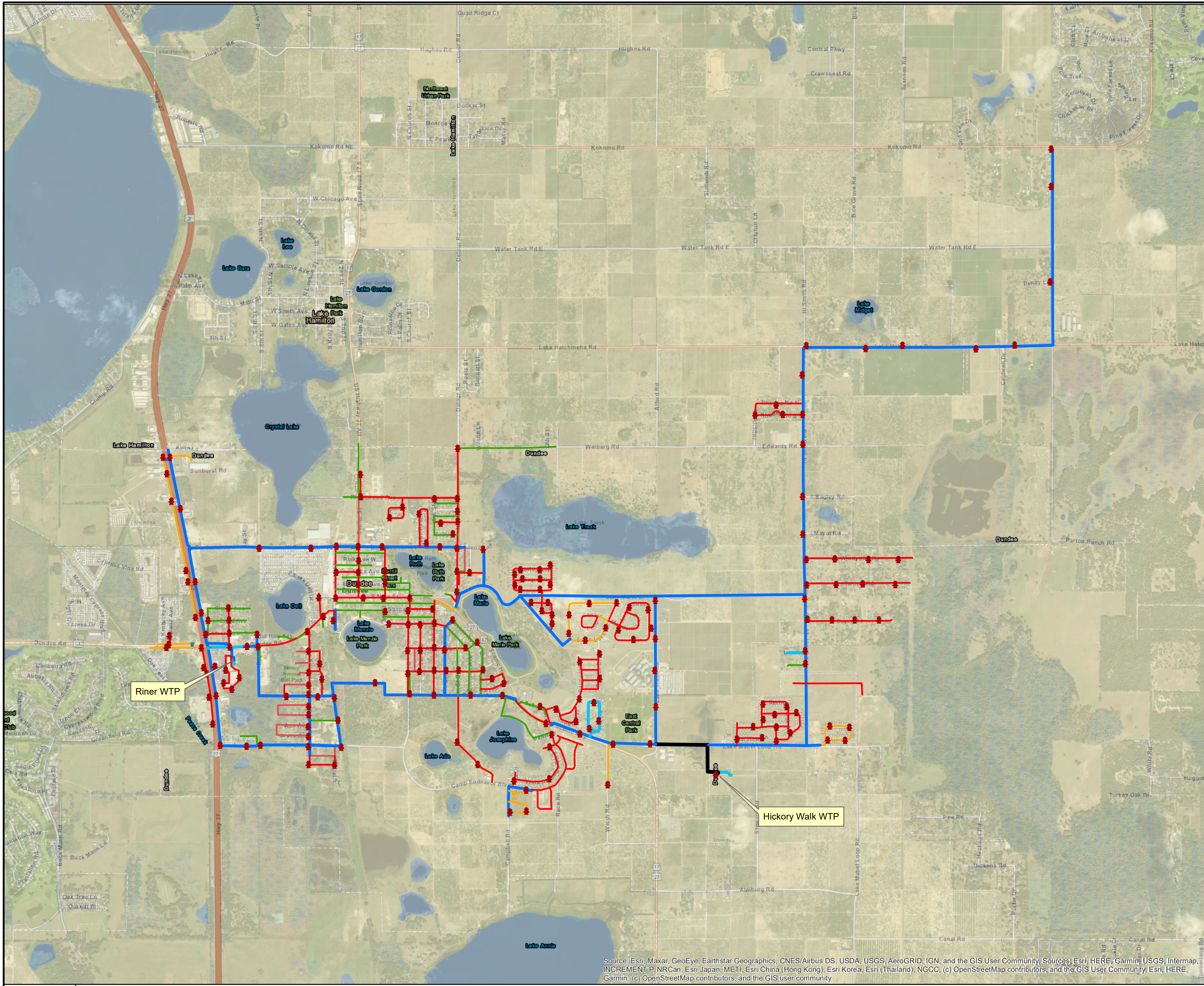
WTP	Description
Hickory Walk	Number of high-service pumps: 4 (2 main and 2 jockey)
	Jockey HSP capacity, each: 585 gpm @ 185 ft TDH, 3500 rpm, VFD (HSP 1&2)
	Main HSP capacity, each: 1500 gpm @ 175 ft TDH, 1775 rpm, VFD (HSP 3&4), 100-hp motor
	HSPS discharge pressure setpoint: 45 psi
	HSPS elevation: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

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

HSPS	Pump	Flow (gpm)	Head (ft)	Speed (rpm)	Manufacturer	Serial No.	Size	Model
Hickory Walk	HSP1	585	185	3500	Auroral Pentair	10-1963568-2	2.5X3X10B	411 BF
	HSP2	585	185	3550	Auroral Pentair	21-2607530	2.5X3X10B	411
	HSP3	1500	175	1775	Auroral Pentair	10-1963574-2	5X6X17	
	HSP4	1500	175	1775	Auroral Pentair	10-1963574-1	5X6X17	411 BF
Riner	HSP1	1200	200	3500	Aurora/Pentair	05-1270442-1	4X5X 10B	413 BF
	HSP2	1200	200	3500	Aurora/Pentair	22-2620622	4X5X10B	413N LFC







Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS user community



**TOWN OF DUNDEE**  
**Potable Water Distribution System**

**FIGURE 2**



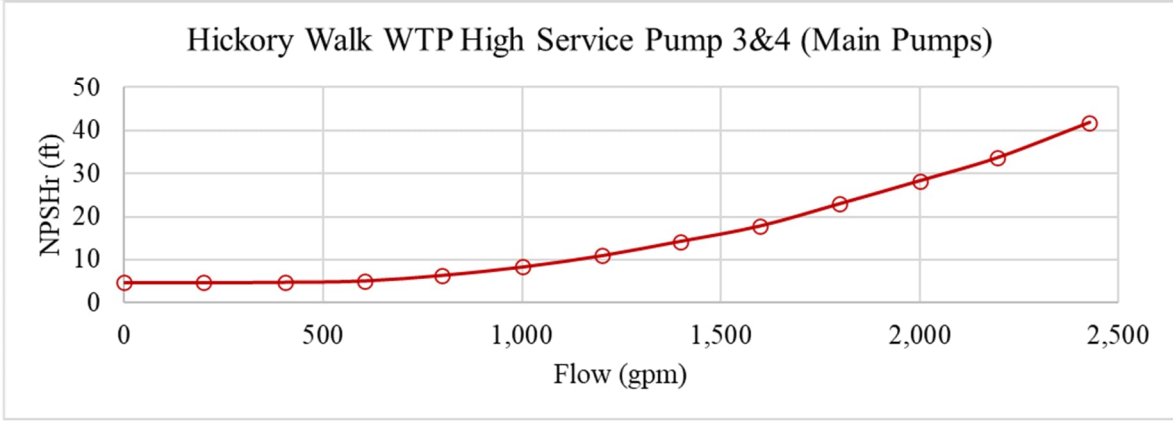
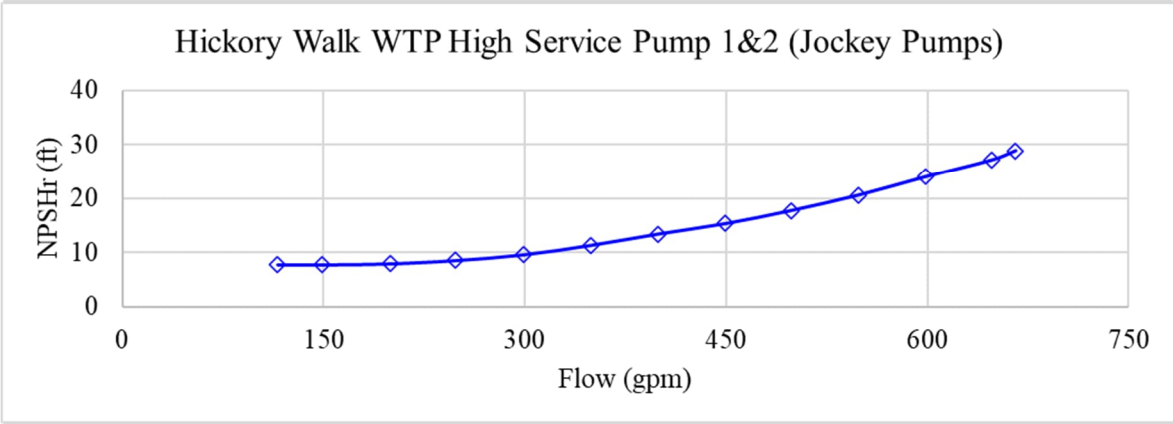
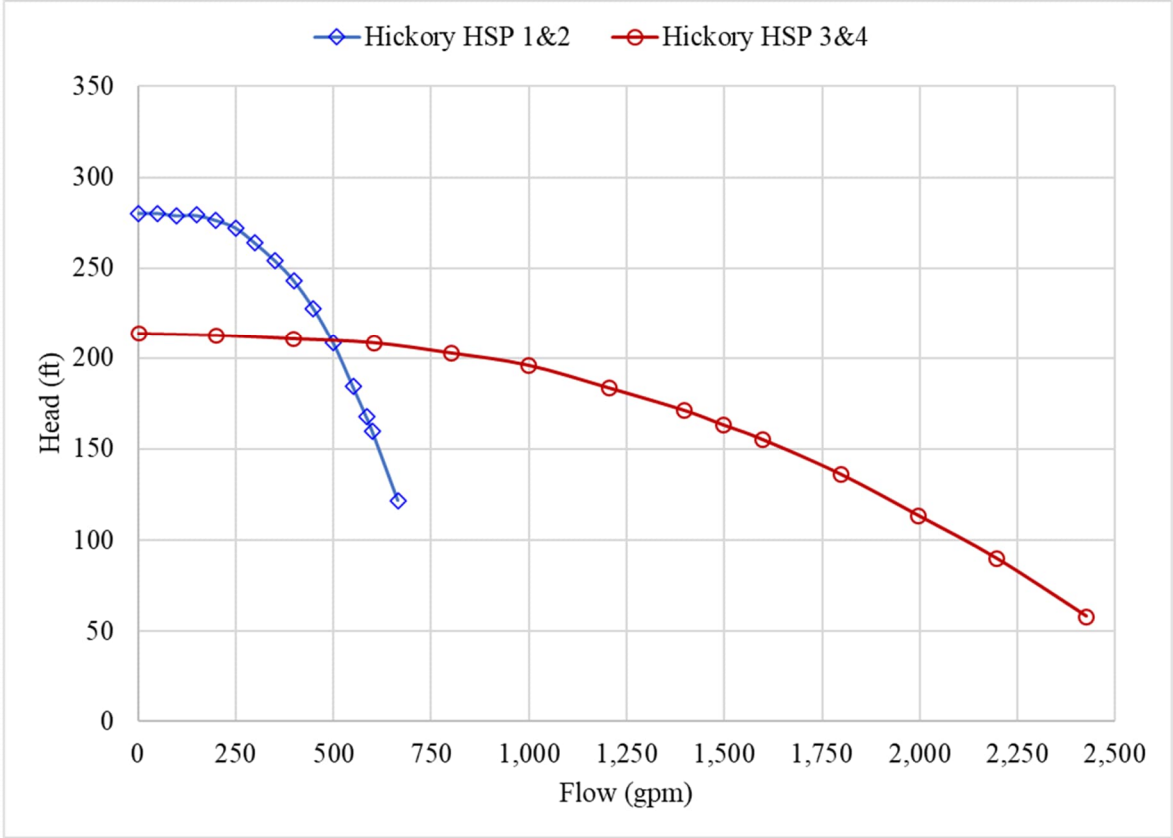


Figure 3. Pump Curves for Hickory Walk WTP HSPS



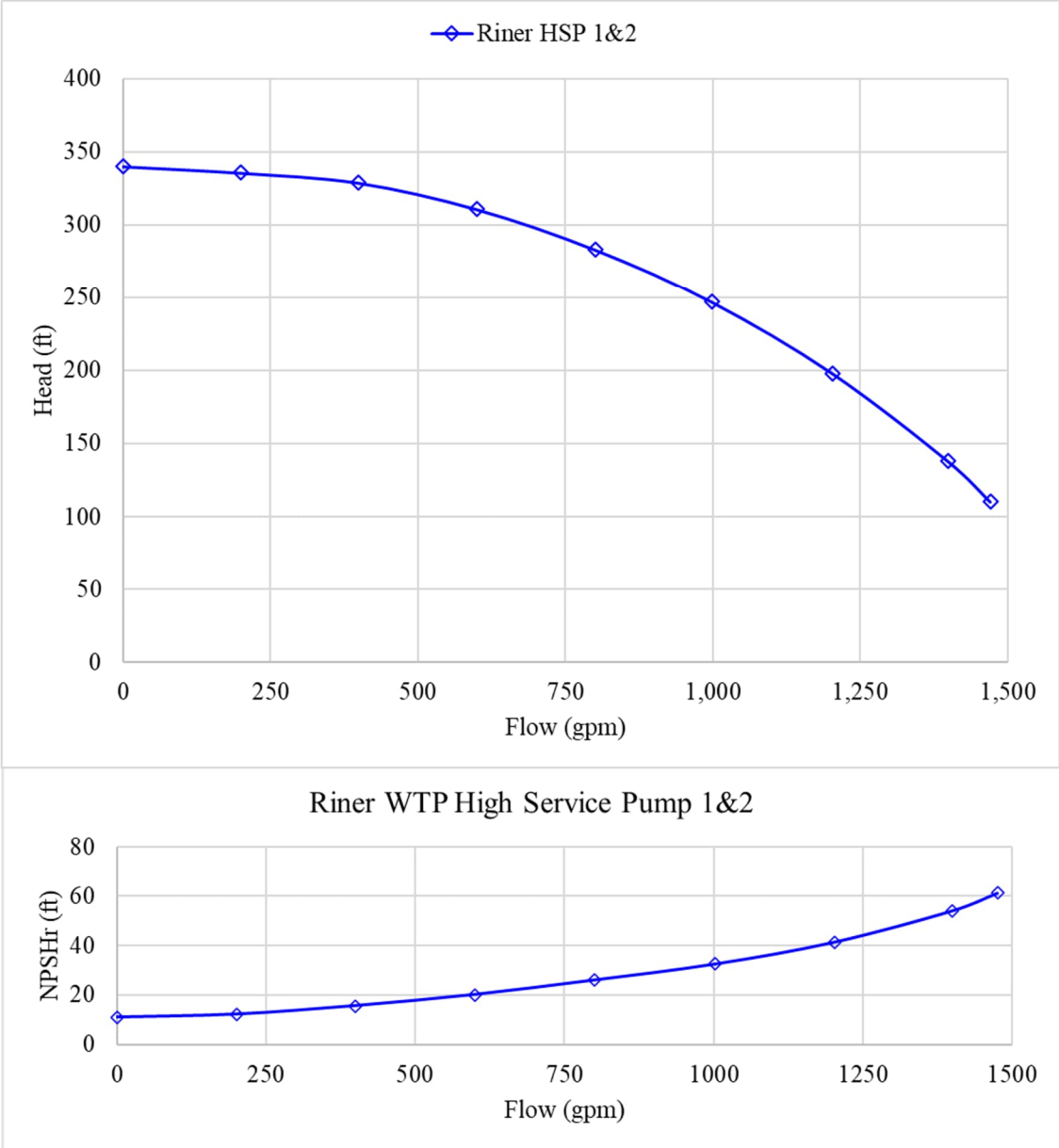


Figure 4. Pump Curves for Riner WTP HSPS

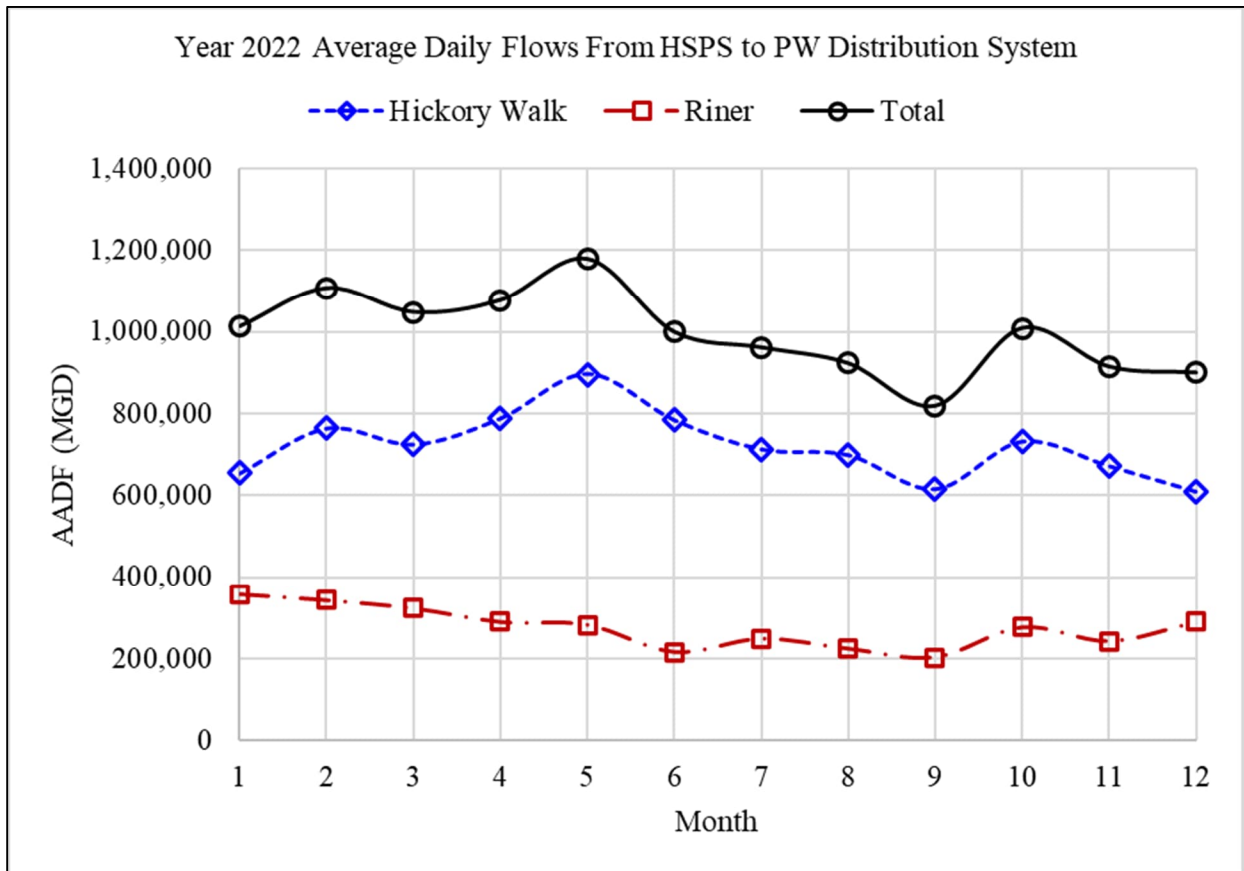
4. Flows and Peaking Factors

The average daily flows from Hickory Walk and Riner WTPs to the potable water distribution system for each month in 2022 are shown in Table 5 and Figure 5 (based on 2022 MORs). The total demand allocated in the hydraulic model from geocoded customer meters was 505 gpm. A global multiplier of 1.37 was applied to all base demands to bring the system demands to 691 gpm (to match 2022 AADF from WTPs to the distribution system). The estimated demand for Woodland Ranch Estates (99,825.7 gpd or 69.3 gpm) was added to the hydraulic model. The peaking factors used in the hydraulic model are shown in Table 6.



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

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



**Figure 5. Average Daily Flow to PW Distribution System**



**Table 6. Peaking Factors used in the Hydraulic Model**

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

## 5. Hydraulic Model Scenarios

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

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

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

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

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





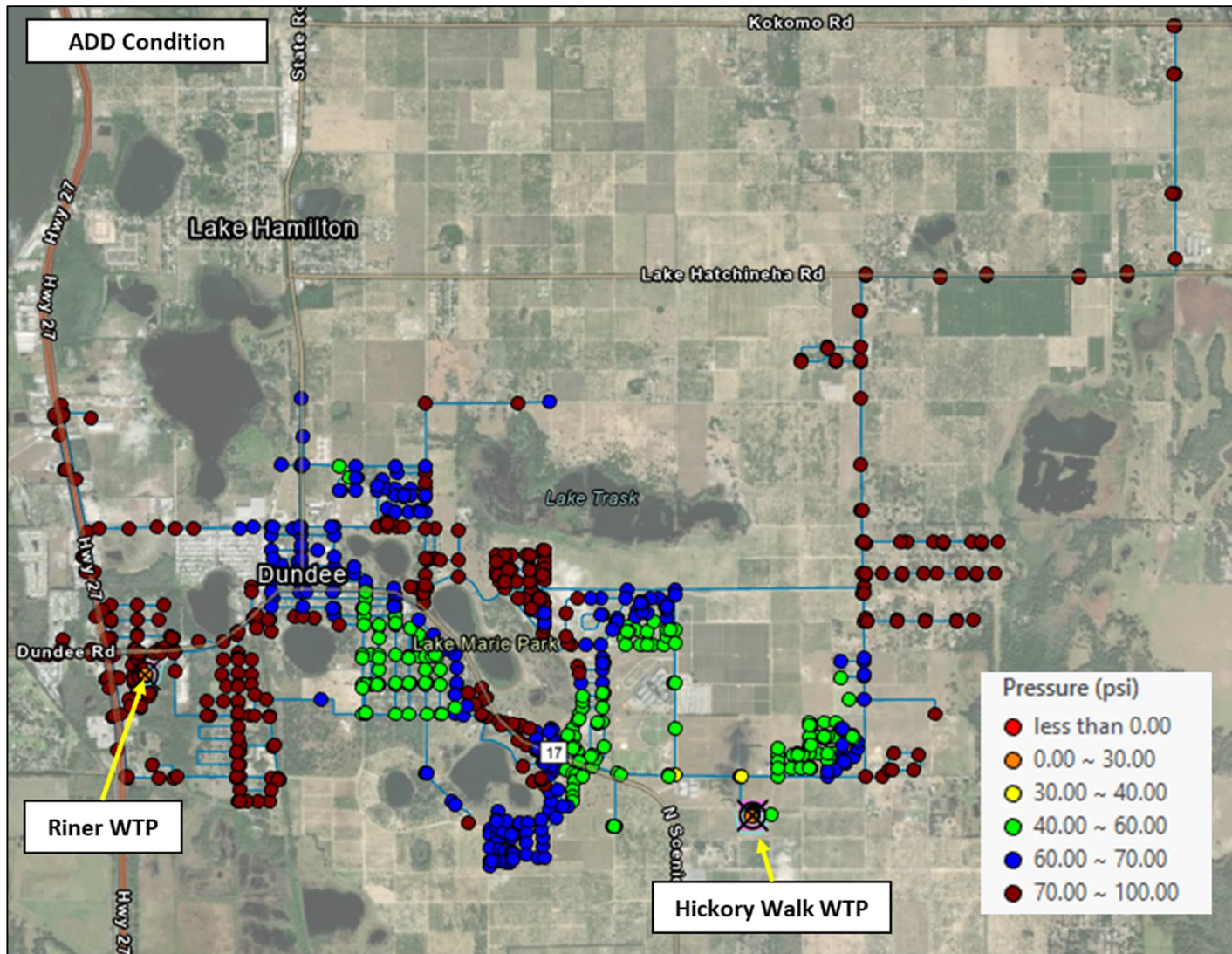


Figure 6. Potable Water System Pressure Results at ADD Condition



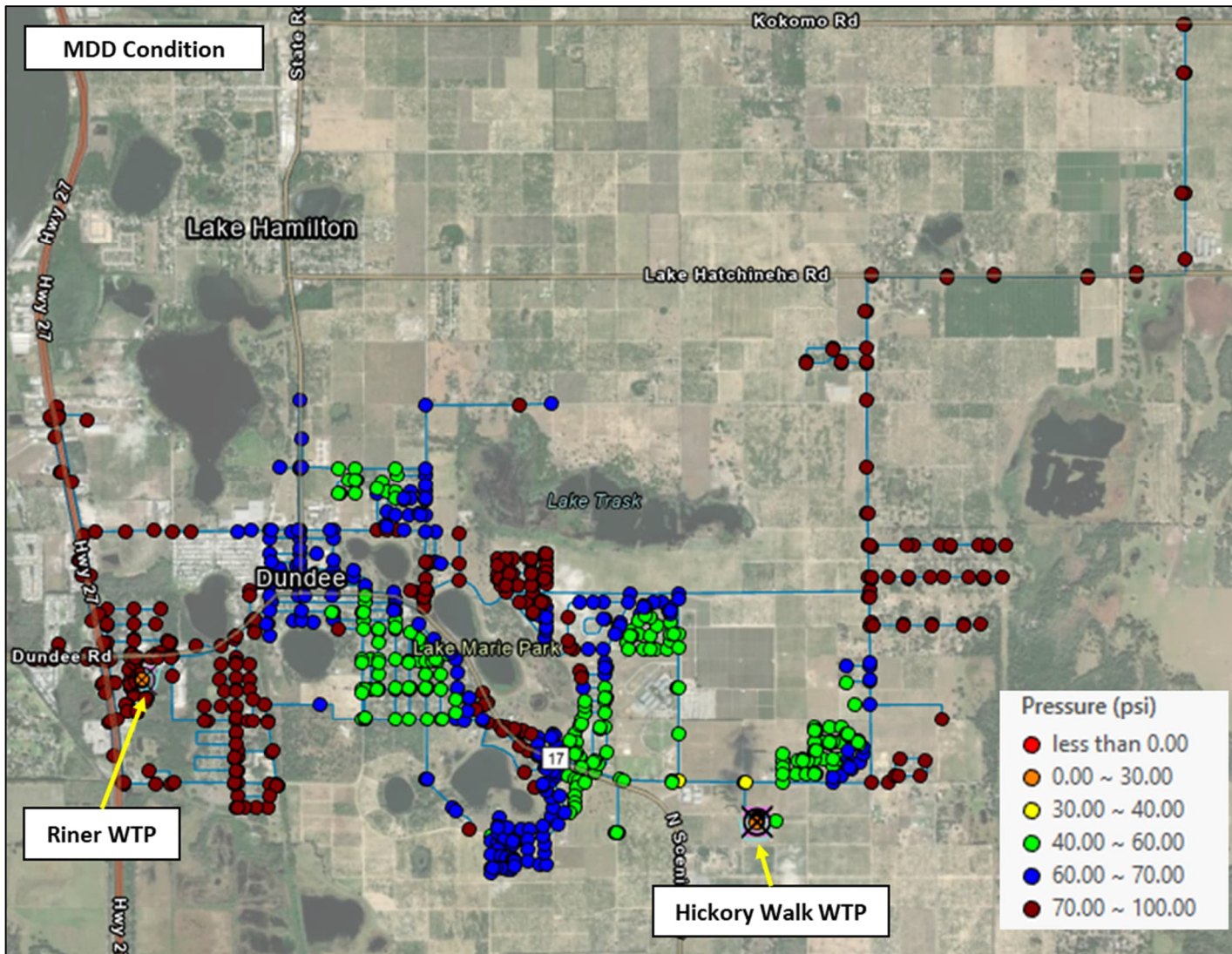


Figure 7. Potable Water System Pressure Results at MDD Condition





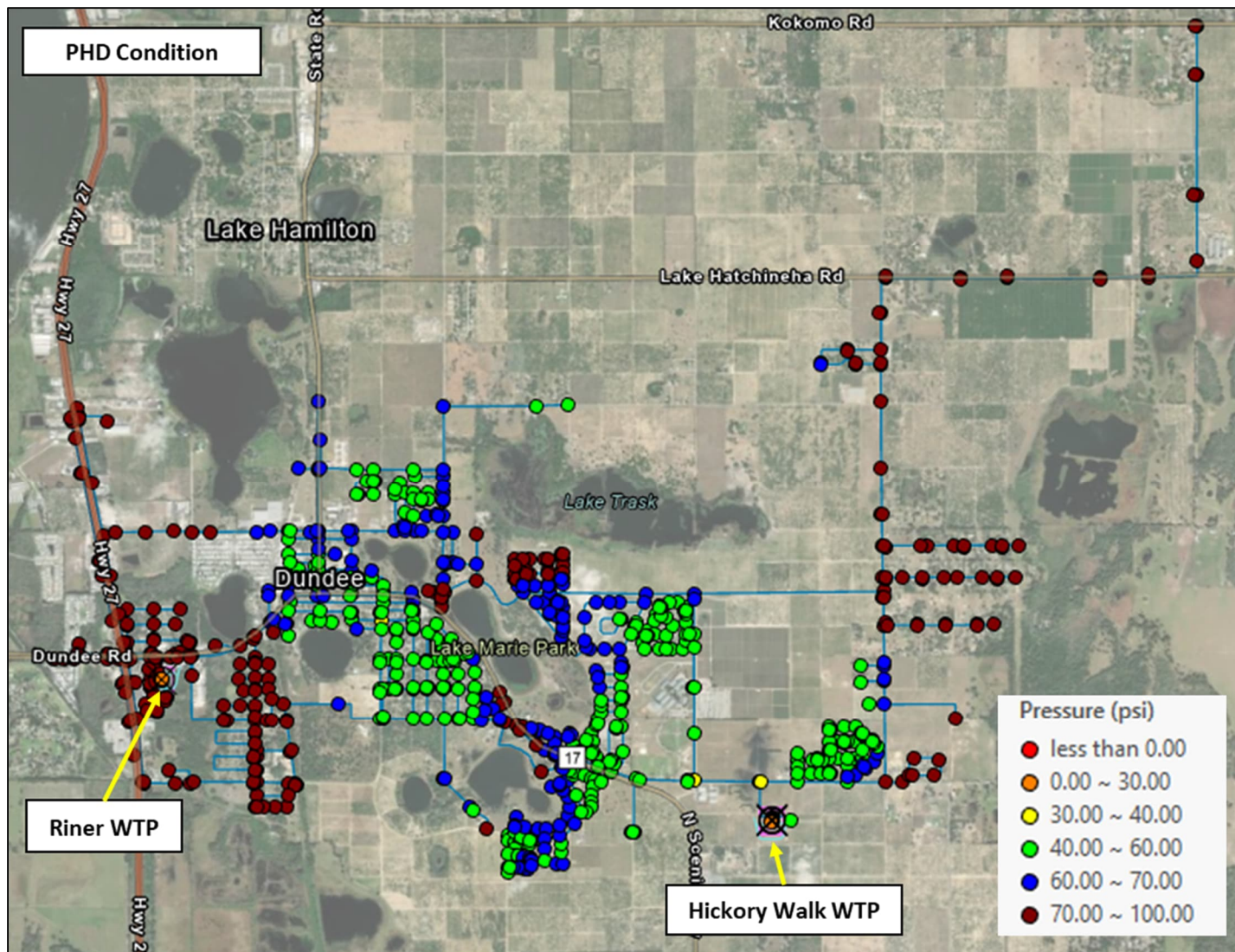
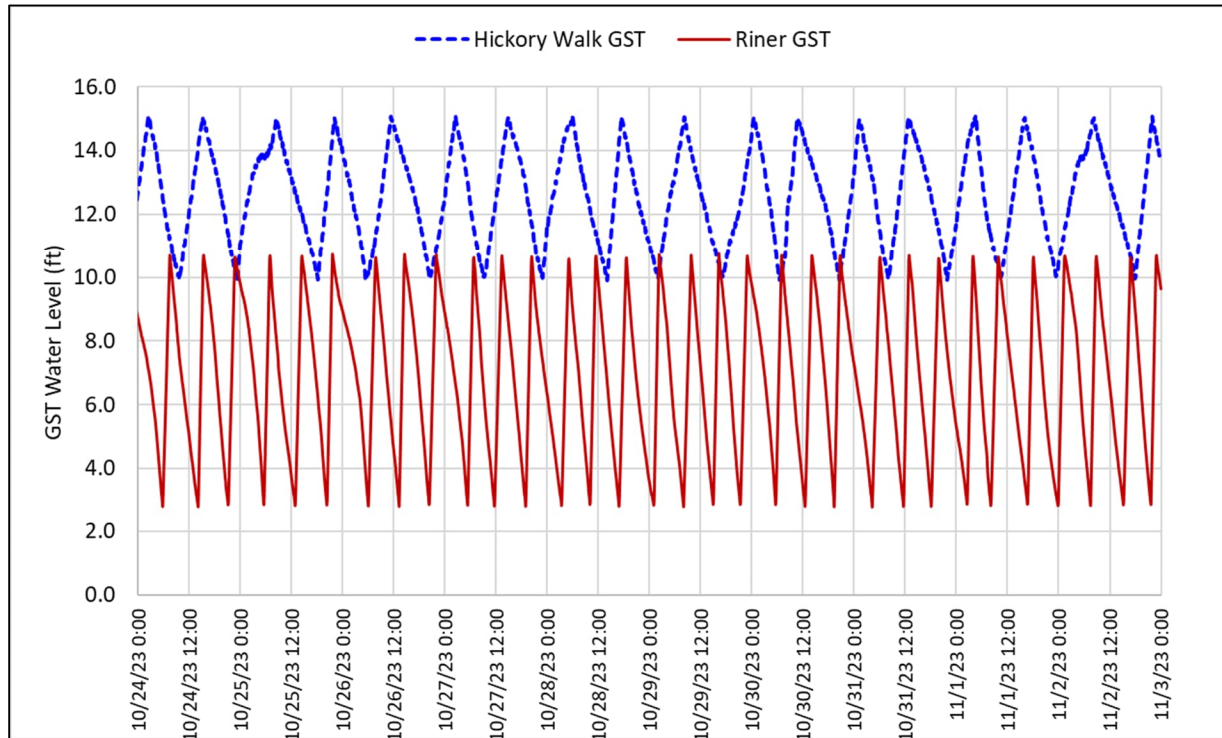


Figure 8. Potable Water System Pressure Results at PHD Condition



### 6. Capacity of Riner HSPS

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



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

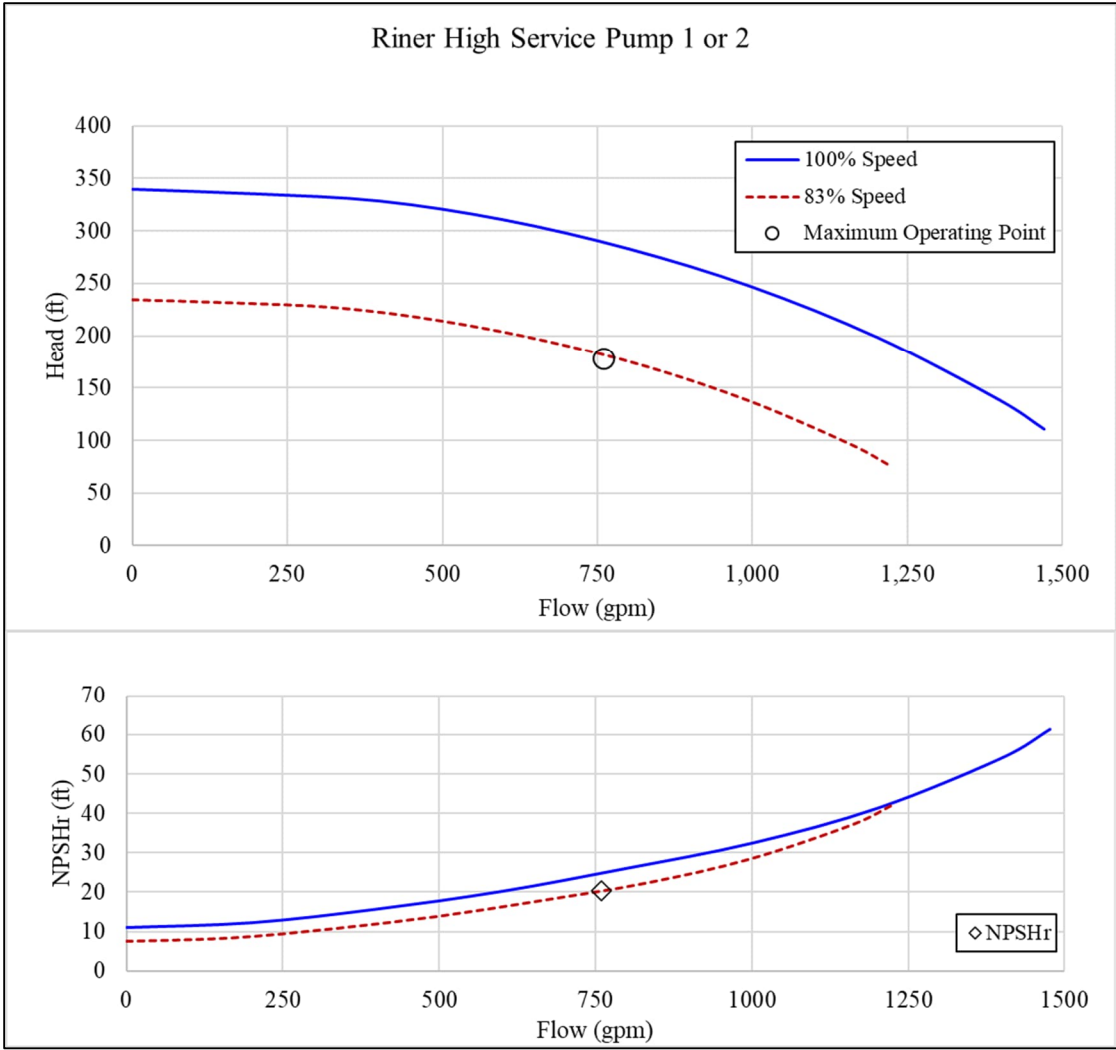
**Table 9. Water Level Data for Hickory Walk and Riner WTP GSTs (10/24/23 – 11/3/23)**

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

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







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

**Table 10. Riner HSPS Firm and Total Capacities**

Parameter	gpm	MGD
Firm Capacity	760	1.1
Total Capacity	1520	2.2



## 7. Summary and Conclusions

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



### Appendix A – High Service Pump Curves

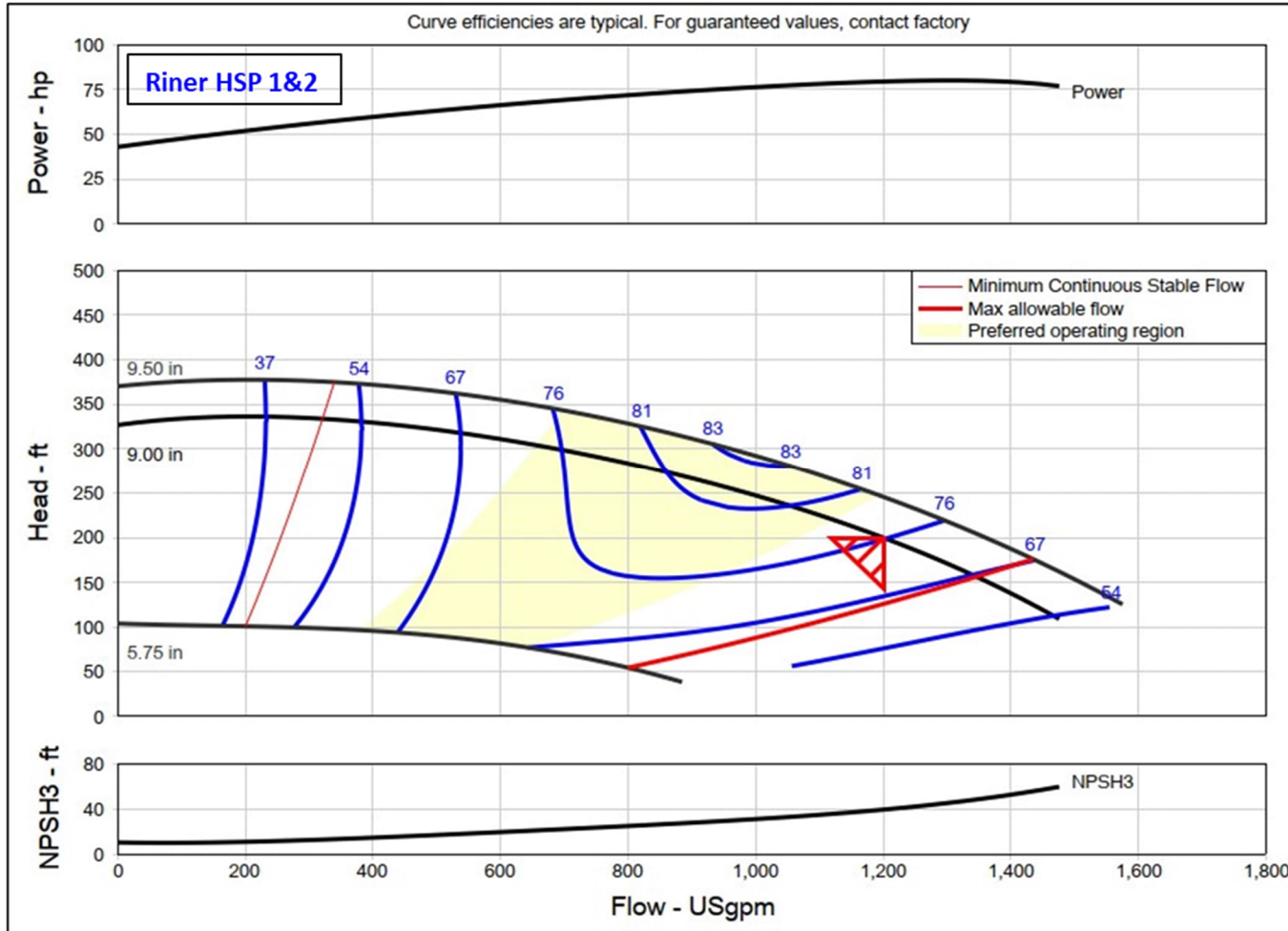


Figure A-1. Riner Pump Curves for High Service Pumps 1 and 2



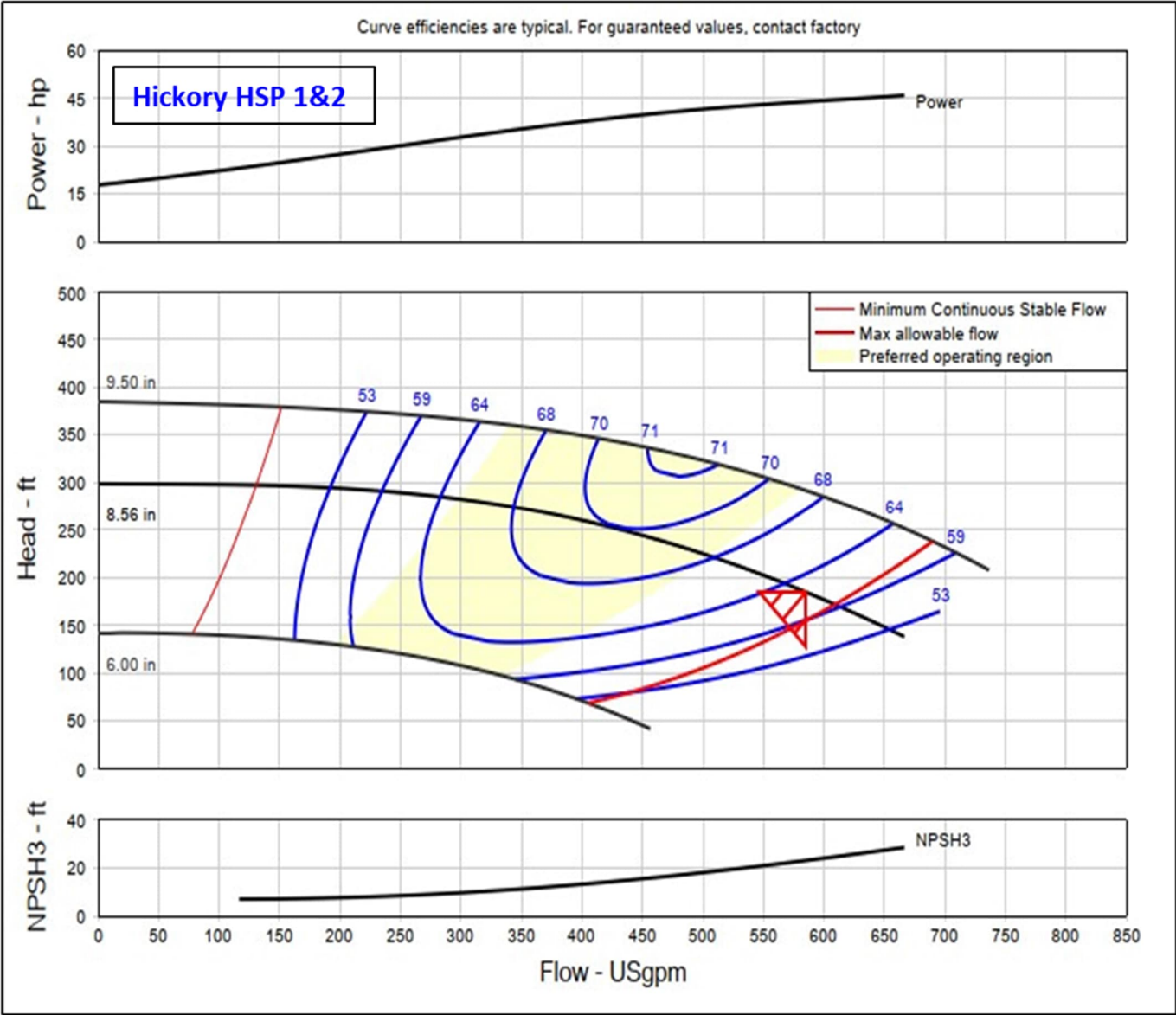


Figure A-2. Hickory Walk Pump Curves for High Service Pumps 1 and 2





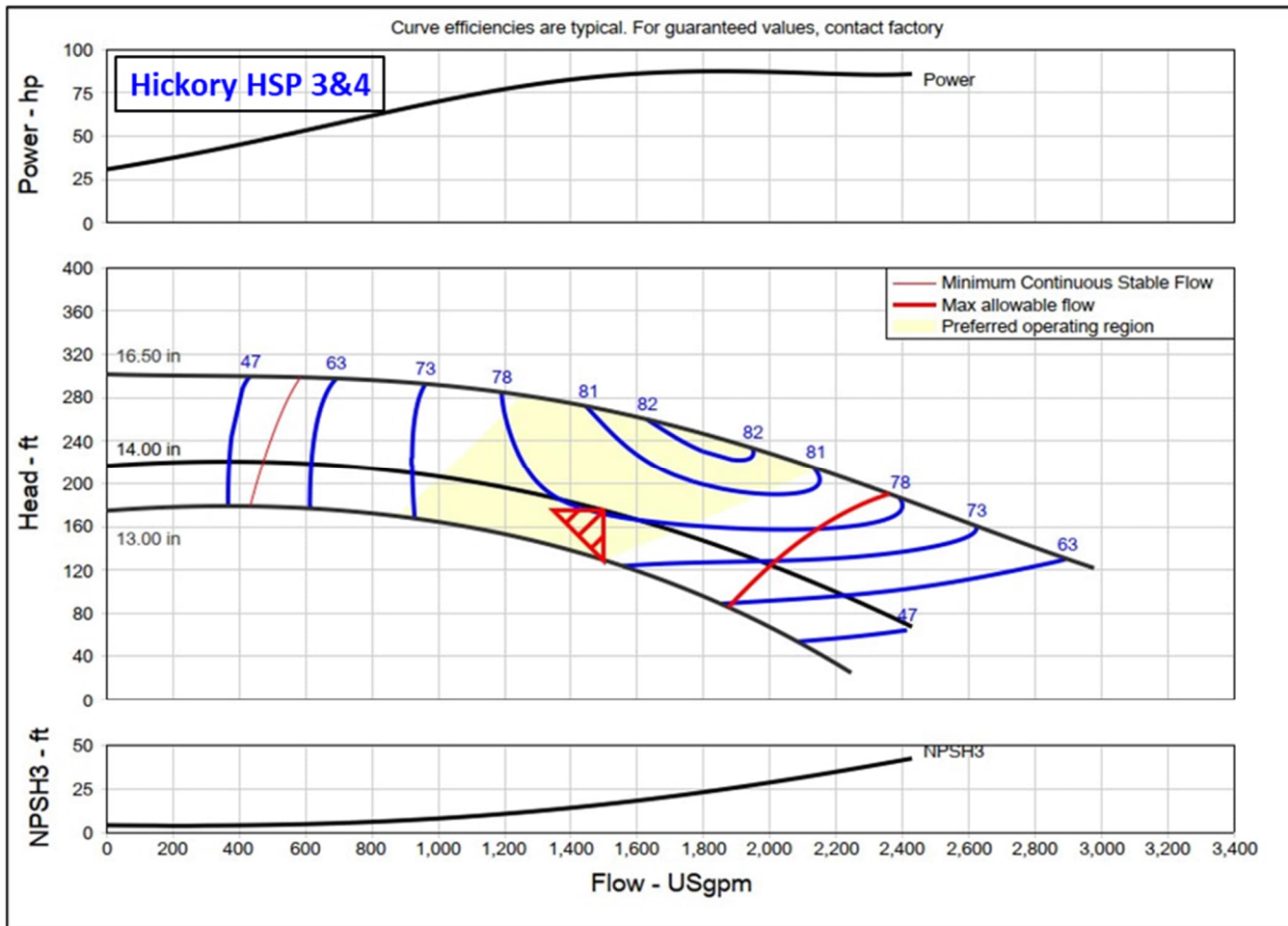


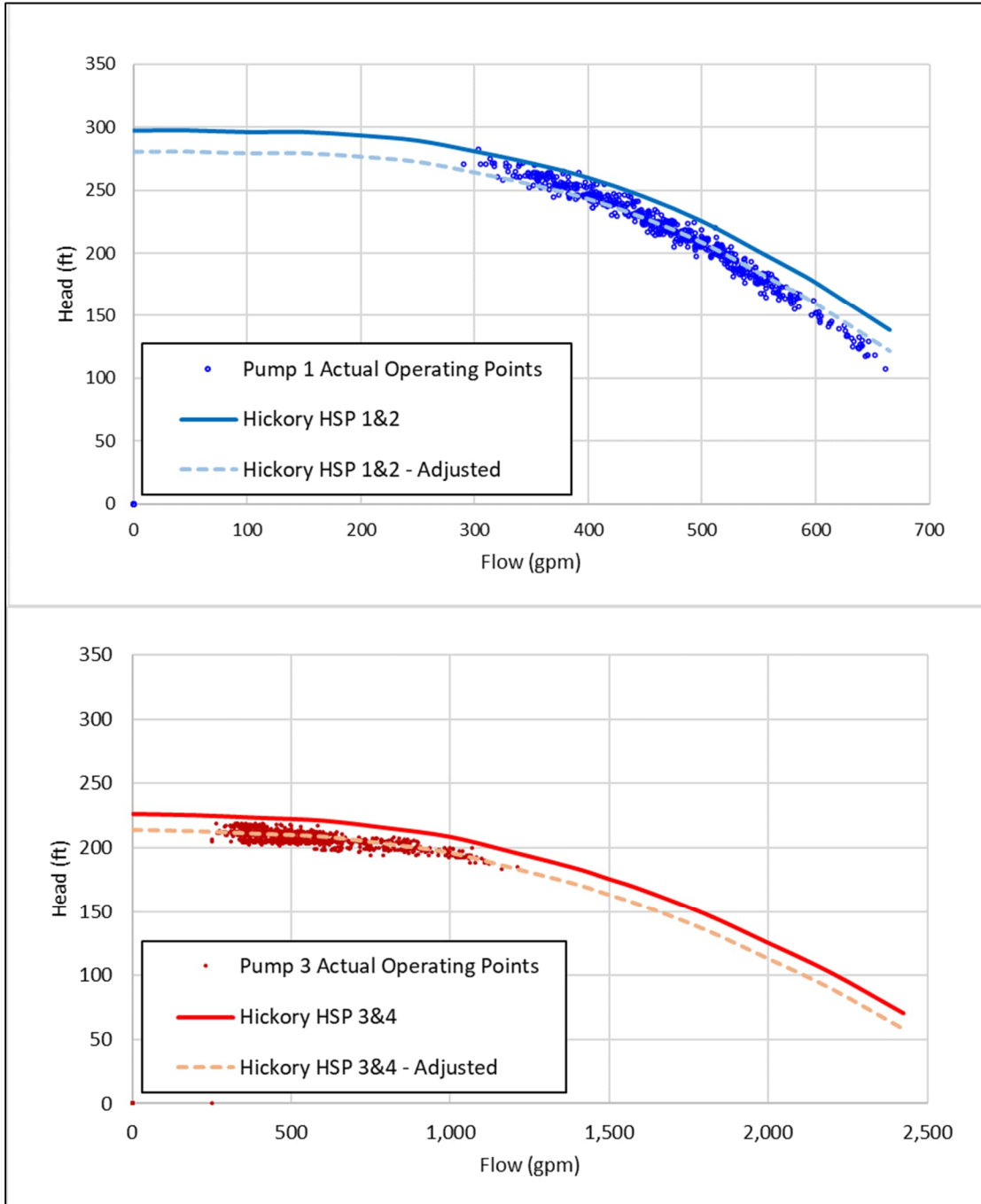
Figure A-3. Hickory Walk Pump Curves for High Service Pumps 3 and 4



### Appendix B – Hickory Walk HSPS Capacity

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

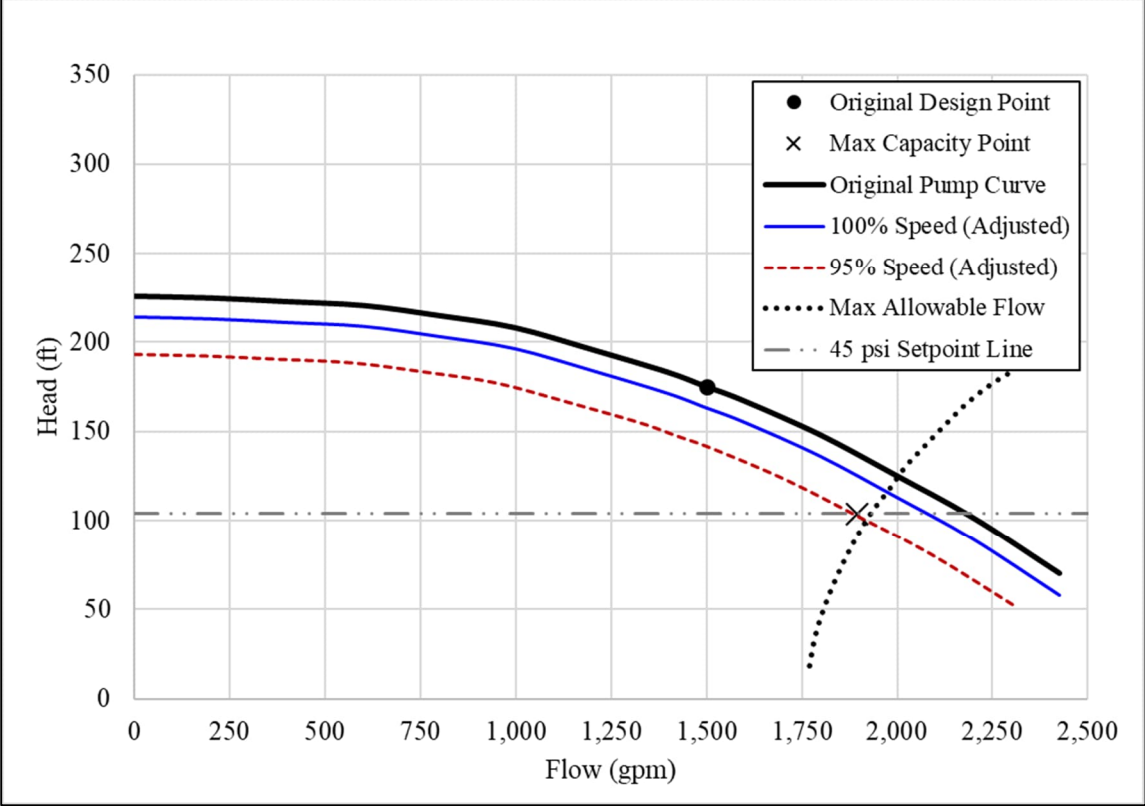
- 1) Pump curves for jockey and booster pumps were adjusted according to operating point data (flow, pressure, and speed) from SCADA data (**Figure B-1**).



**Figure B- 1. Hickory Walk HSPS Adjusted Pump Curves**



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



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

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



Appendix C – Site Pictures



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



Figure C-2. Hickory Walk WTP Ground Storage Tank





**Figure C-3. Riner WTP High Service Pump Station**



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



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





# TOWN COMMISSION MEETING

February 27, 2024 at 6:30 PM

- 
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, RFP 24-06 EMERGENCY GENERATORS
- SUBJECT:** The Town Commission will consider authorizing the Town Manager to release a Request for Proposal (RFP) 24-06 for 2 generators.
- STAFF ANALYSIS:** RFP 24-06 requests the purchase of two emergency generators. One for the Dundee Community Center and the other for the Economy Inn Lift Station. These projects were approved by FEMA through the Florida Division of Emergency Management’s Hazard Mitigation Grant Program.
- FISCAL IMPACT:** TBD
- STAFF RECOMMENDATION:** Authorization for the Town Manager to release RFP 24-06 for the purchase of 2 emergency generators.
- ATTACHMENTS:** RFP 24-06

# THE TOWN OF DUNDEE, FLORIDA



## REQUEST FOR PROPOSAL FOR FY 2023-24 DESIGN CONSTRUCTION AND INSTALLATION OF EMERGENCY GENERATORS

**RFP NUMBER: 24-06**

**Responses are due by  
4:00PM on March 26, 2024**

### MAIL OR DELIVER RESPONSES TO:

Town of Dundee  
Attn: RFP 24-06  
202 East Main Street  
PO BOX 1000  
Dundee, FL 33838

### Contact:

Trevor Douthat  
Town Clerk  
Town of Dundee  
[tdouthat@townofdundee.com](mailto:tdouthat@townofdundee.com)  
(863) 438-8330, Ext 258



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PROPOSAL/BID FORM

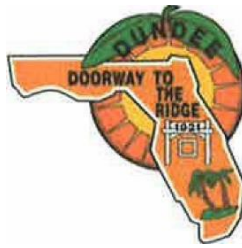
DRAWINGS/DEPICTIONS

AFFIDAVIT CERTIFICATION IMMIGRATION.....A1

AFFIDAVIT NONCOLLUSION .....A2

CERTIFICATION OF DRUG-FREE WORKPLACE .....A3

SALES TAX SAVINGS FORM .....A4

**RFP 24-06****FY 2023-24 DESIGN CONSTRUCTION AND INSTALLATION  
OF EMERGENCY GENERATORS**

Sealed Bids marked "**SEALED BID – FY 2023-2024 DESIGN, CONSTRUCTION, AND INSTALLATION OF EMERGENCY GENERATORS**" will be received by the Town Clerk of the Town of Dundee, Florida, until **4:00 P.M., Wednesday, March 26, 2024** at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

The Town of Dundee is seeking a qualified standby generator supplier and installer for the design, construction, and installation of one (1) – 140kw generator/ATS switch 480 volt 3 phase (project# 4337-381-R) Community Center and one (1) – 65KW 480 volt 3 phase (project# 4337-481-R) generator for a sewer lift station in the Town of Dundee. The scope of the design-build services is to design, construct, and installation of one (1) – 140kw generator/ATS switch 480 volt 3 phase (project# 4337-381-R) Community Center and one (1) – 65KW 480 volt 3 phase (project# 4337-481-R) generator for a sewer lift station in the Town of Dundee. The Contractor shall be responsible for making sure that the new generator(s) have the capacity to operate current load(s) and address the demand for emergency utility service(s) concurrently with demand arising out residential growth. As mentioned above, The Town of Dundee has identified two (2) locations which are the subject of this RFP. Please reference project numbers for location(s).

Project# 4337-381-R – Community Center – 603 Lake Maire Drive, Dundee Florida 33838

Project# 4337-481-R – Economy Inn Lift Station – 28550 US Hwy 27, Dundee Florida 33838

- **Sizes noted above, or adequate size determined by the vendor and/or electrical engineer during the bid process to appropriately support the facility or lift station in outages or emergencies.**
- **Generators shall be installed at location(s) protected against a 500-year flood event or located outside the Special Flood Hazard Area (SFHA).**

**The proposals shall require the following:**

The purpose of this project is to install a new generator at two (2) of our project sites which are mentioned above. The project shall include, but not be limited to, the design, permitting, installation and construction of the aforementioned generator(s) at the identified location(s). The project shall also include, but not be limited to, the generator, all supplies and materials, labor, and any equipment necessary to construct and install the Generator which includes, but shall not be limited to, the following:

- Automatic transfer switch
- Panel racks

- Panels
- Breakers
- Conduits
- Wiring and electrical connections
- Anchors
- Grounding
- Block heater
- Crane
- Permits
- Inspections
- 24hr fuel tank
- Concrete pads

**Other items generator must include are as follows:**

- Microprocessor based, digital readout control system;
- Engine vitals monitored by LCD display (engine vitals include oil pressure, running time, engine temperature, safety shutdowns, battery voltage, generator AC voltage, AC amperage, frequency);
- Oil drain extension;
- Vibration isolation pads;
- Water heater; and
- Fuel solenoid valve.

**Generator and Equipment Enclosure:**

- Must be, at a minimum, level 2 (weatherproof enclosure with foam) powder coated steel;
- Constructed to 200mph wind rating;
- Keyed with lockable doors with draw down latches and stainless-steel component hinges;
- Structural steel base with mounting and lifting holes; and
- Pad type vibration mounts to isolate unit from mounting surface

**Circuit breaker(s):**

- 500A breaker – 600V thermal magnetic 80% rated mounted and wired in a NEMA 1 enclosure
- Circuit breaker – UL listed, and CSA certified

**Cooling system(s):**

- Unit mounted radiator
- Low coolant shutdown

**Block heater(s):**

- 4000W 240VAC
- Standard @ 20F w/isolation valves

**Battery charger(s):**

- 24Volt 5 amps

**Sub base tank(s): (sub base fuel tank steel with sub up – 24 hour run capacity)**

- UL 142 approved
- Double wall
- Emergency pressure relief vent cap set (1/2 PSI) – 2”
- 1.5” normal vent cap

**Muffler(s):**

- Critical grade muffler with rain cap – if applicable

**The bid packet shall include, but not be limited to, the following:**

- Complete specifications on all models
- Bid must accompany a manufacturer’s brochure.
- Must show warranties on material and labor

Design must include a price to supply/install a 350KW 480 volt 3 phase generator for a sewer lift station as well as demo and removal of the existing generator.

**Contractor/Installer to provide to Town of Dundee:**

- Generator renderings and itemized installation details for the project

On **Wednesday, March 27, 2024 at 2:00 P.M.**, at Town Hall, 202 Main Street, Dundee, FL 33838 bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

A **MANDATORY Site Visit** will be held at each location beginning at 9:00A.M. at the Dundee Community Center, 603 Lake Marie Dr, Dundee, Florida 33838, then at the Economy Inn Lift Station, 28550 US Highway 27, Dundee FL 33838 on **Wednesday, March 6, 2024 at 9:00 A.M.**

A **MANDATORY Pre-Bid meeting** will be held at Town Hall, 202 East Main Street, Dundee, Florida 33838, on **Wednesday, March 6, 2024 at 10:30 A.M.** for the purpose of answering any questions bidders may have in reference to the project(s).

**NOTE: ANY CONTRACTOR/INSTALLER WHO FAILS TO ATTEND A MANDATORY PRE-BID MEETING/SITE VISIT WILL NOT BE ELIGIBLE TO BID ON THE PROJECT. ALL BIDDERS MUST BE PRESENT AND SIGNED IN PRIOR TO THE START OF THE**



**MANDATORY PRE-BID MEETING AND SITE VISIT. ANYONE NOT SIGNED IN AT THE COMMENCEMENT OF THE PRESENTATION FROM THE PROJECT MANAGER WILL NOT BE CONSIDERED PRESENT AND WILL NOT BE ALLOWED TO BID ON THE PROJECT.**

The project specified shall be furnished in accordance with this Request for Proposal, Work Specifications, Terms and Conditions, and Work Summary attached hereto and made a part hereof as if fully set forth herein.

For more information regarding this RFP 24-06, please contact **Trevor Douthat, Town Clerk, (863) 438-8330** or by e-mail at [tdouthat@townofdundee.com](mailto:tdouthat@townofdundee.com) .

Questions **shall be submitted in writing** to the Town Clerk until **Wednesday, March 12, 2024 at 3:30 P.M.**

**Public Records** - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2023). As such, do not submit any document(s) that you do not want to be made public. Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

**An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Jenn Garcia, Town Clerk, Town of Dundee, Florida, and marked RFP 24-06: DESIGN CONSTRUCTION AND INSTALLATION OF EMERGENCY GENERATORS**

The Town of Dundee welcomes your response to this **RFP 24-06**. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this **RFP 24-06** at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this **RFP 24-06**. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

**The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all proposals received pursuant to this RFP 24-05, re-advertise RFP 24-06, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.**

**TOWN OF DUNDEE – GENERAL PROVISION CLAUSE(S) TERMS AND  
CONDITIONS**

**1) GENERAL CONDITIONS AND STATE LAW COMPLIANCE:**

**I. General Conditions:**

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this **Request For Proposal FY 2023-2024 – DESIGN, CONSTRUCTION, AND INSTALLATION OF EMERGENCY GENERATORS FIRE DEPARTMENT MINI PUMPER No. 24-06** (the “RFP”) to the contrary, the obligation of the Town of Dundee (the “Town”) to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.
- e) **PUBLIC RECORDS:**

The Town and Contractor (as defined in Section 2) agree that the Contractor shall comply with Florida’s public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract and/or any amendment(s) issued hereunder if the Contractor does not transfer the records to the public agency.
- iv) Upon completion of the Contract (as defined in Section 2) and/or any amendment(s) issued hereunder, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract and/or any amendment(s) issued hereunder, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract and/or any amendment(s) issued hereunder, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- f) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, [tdouthat@townofdundee.com](mailto:tdouthat@townofdundee.com), Trevor Douthat, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

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

- g) It shall be understood and agreed that by the submission of a proposal, the Contractor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- h) It is the intent of the Town that this RFP promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFP to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.

- i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

## II. State Law Compliance:

- a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By entering into the CONTRACT, CONTRACTOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. CONTRACTOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this RFP 24-06 and/or the CONTRACT at the TOWN's option if the CONTRACTOR is found to have submitted a false certification.
- b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or



consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By Entering into the CONTRACT, CONTRACTOR certifies that it is not on the convicted vendor list.

- c) ***Drug-Free Workplace.*** By entering into the CONTRACT, CONTRACTOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- d) ***E-Verify.*** By entering into the CONTRACT, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR and any subcontractor hired by the CONTRACTOR. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this CONTRACT, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the CONTRACT is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.
- e) ***No Consideration of Social, Political, and Ideological Interests.*** CONTRACTOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. CONTRACTOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the CONTRACTOR's social, political, or ideological interests in the award of this RFP 24-06 and/or the CONTRACT.
- f) ***Contracting with Foreign Entities.*** By entering into the CONTRACT, CONTRACTOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, CONTRACTOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in CONTRACTOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the CONTRACTOR organized under the laws of a Foreign Country of Concern, nor does the

CONTRACTOR have its principal place of business located in a Foreign Country of Concern. If this RFP 24-06 and/or the CONTRACT permits the CONTRACTOR to access the personal identifying information of any individual, CONTRACTOR agrees to notify the TOWN in advance of any contemplated transaction that would cause CONTRACTOR to be disqualified from such access under Section 287.138 of the Florida Statutes. CONTRACTOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the CONTRACTOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

## 2) DEFINITIONS

Words used in the RFP and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

- a) **APPLICABLE LAW:** Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.
- b) **BUSINESS DAYS:** Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.
- c) **CALENDAR DAYS:** Any and all days in a 365-day calendar year.
- d) **CHANGES:** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.
- e) **DAYS:** A calendar day unless specifically stated otherwise.
- f) **TOWN:** The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

- g) **CONTRACT:** The agreement entered into and executed by the Town and Contractor and includes, but shall not be limited to, the Contract Documents.
- h) **CONTRACTOR:** The successful bidder who enters into the Contract with the Town to complete the project set forth in the RFP.
- i) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.
- j) **CONTRACT DOCUMENTS:** The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- k) **INDEMNIFY / INDEMNIFICATION:** Contractor shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the Contractor performance of this Contract. Other specific references to the Contractor duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Contractor indemnity is required.
- l) **INSPECTION:** The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.
- m) **INSURANCE:** As specified in the Contract Documents.
- n) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:
  - i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this

indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.

- ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- o) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:
  - i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and
  - ii) will submit such reports as the Town may thereafter require to assure compliance.
- p) **SUB-CONTRACTOR:** An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the Contractor to do a portion of the work on and/or for the project.
- q) **TITLE:** The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or Contractor until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or Contractor.
- r) **WARRANTY:** The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the Contractor shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the Contractor that this provision exists.**
- s) **VENUE:** Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

### 3) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any Contractor as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town



Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Contractor will be in the form of an Addendum to the Contract Documents ("Addenda"), and when issued by the Town, will be on file and available to the public upon request at the Town.

- b) The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the Contractor responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

#### 4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

- a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The Contractor may offer any brand for which they are an authorized representative, which meets or exceeds the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The Contractor shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The Contractor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.
- b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the RFP.**

#### 5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Contractor expense. Each individual sample must be labeled with the Contractor name, manufacturer's name brand name and number, bid number and item reference. If forwarding instructions, payment for postage, and/or pick-up, is not made by the Contractor within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

#### 6) PROTEST PROCEDURES:

The Town encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely and equitable manner, without fear of retribution on the part of a vendor or person, the following shall apply:

- a) All formal responses to the RFP shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE**

**REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**

- b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFP may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.
- c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents (\$1,000.00) in the form of a cashier's check payable to the Town shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Town shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the Town will refund the Bond other than a finding in favor of the protestor.

**If during tolled action, the Town Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the Town of Dundee) is necessary, action may be taken to secure the goods or services.**

- e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

**The formal written protest shall contain the following:**

- i) Town bid number and/or title (if applicable);
  - ii) Name and/or address of the Town department, division or agency affected;
  - iii) The name and address of the affected party;
  - iv) The title and position of the person submitting the protest;
  - v) A statement of disputed issues of material fact;
  - vi) If there are no disputed material facts, the written letter must so indicate;
  - vii) Concise statement of the facts alleged;
  - viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
  - ix) Statement identifying with specificity the relief which an entitlement is alleged; and
  - x) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

The Town Manager shall present the background for the protest to the Bid Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.

The agenda for the bid protest meeting will be:

- i) The background as to why the recommendation for award was made or why the vendor was not selected.
- ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
- iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
- iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.

- g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.
- h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**
- i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

## 7) PROPOSALS:

- a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.
- b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.
- c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).
- d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.
- f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and



erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.

- g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.
- h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

#### 8) PRICES, TERMS, AND PAYMENT:

- a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.
- b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.
- c) **Discounts:** Contractor may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

#### 9) SUBMITTING A "NO BID" OR A "NO CHARGE":

Any bidder intending to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then items must be marked as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

#### 10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.
- b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall

be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

- c) The Town reserves the right to contact a bidder, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

#### **11) SAFETY STANDARDS:**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to, the Occupational Safety and Health Act and regulations or standards thereunder.

#### **12) INVOICING AND PAYMENT:**

The Contractor shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

#### **13) WITHDRAWAL OF PROPOSALS:**

A bid proposal may be withdrawn prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the RFP, prior to the time fixed for the bid opening. A proposal may also be withdrawn if the Town does not accept it within ninety (90) calendar days after the date fixed for the bid opening. Notwithstanding any withdrawal, all bid documents received by the Town in response to the RFP shall remain the property of the Town.

#### **14) NONCOLLUSION AGREEMENT:**

Any bidder submitting a bid for the RFP shall execute and submit with its bid a non-collusion affidavit (see attachments) which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted in response to the RFP.

### 15) REJECTION OF BIDS:

The Town may reject a bid if:

- a) The bidder misstates or conceals any material fact in the bid;
- b) The bid does not strictly conform to the law or the requirements which includes, but is not limited to, the terms and conditions set forth in the RFP; or
- c) A bid is submitted in bad faith and/or in a manner intended to undermine the competitive sealed bid selection process.

**The Town Manager and/or the Town Commission shall have the right to act in the best interests of the Town and reject any and all bids and request the entire transaction be rebid. The Town may also waive any minor informalities, irregularities, or technicalities in any bid.**

### 16) STATEMENT OF QUALIFICATIONS:

Each bidder shall, upon request of the Town, submit a statement of qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Contract Documents, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the ability and solvency to perform work contemplated by the Contract Documents.

The bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract Documents; and the bidder shall furnish the Town all such information and data for this purpose as it may request.

**The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the bidder is qualified to carry out properly the terms of the Contract Documents.**

### 17) AWARD OF CONTRACT:

- a) The Town reserves the right to award contract(s) to more than one Contractor, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.
- b) The Contractor may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Contractor is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **Contractor shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.**

- c) A written award of acceptance mailed or otherwise furnished to the Contractor results in a binding contract without further action by either party.
- d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:
  - i) Evaluations and quality of performance on previous projects;
  - ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
  - iii) Ability to fulfill the contract within the time specified, without delay;
  - iv) Character, integrity, reputation, judgment, experience and efficiency;
  - v) Previous compliance with laws and ordinances relating to the contract;
  - vi) Sufficiency of the financial resources to fulfill the contract;
  - vii) Quality, availability and adaptability of the supplies or contractual services;
  - viii) Ability to provide future maintenance and service, as required or needed; and
  - ix) Number and scope of conditions attached to the bid.

#### **18) OTHER GOVERNMENTAL ENTITIES:**

The Town encourages and agrees to the Contractor extending the pricing, terms, and conditions of this RFP and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the Contractor.

#### **19) PERFORMANCE:**

- a) Contractor shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The Contractor's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the Contract. In the event the Town terminates the Contractor's right to proceed, the Town shall provide the Contractor with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting Contractor.
- b) The Contract shall not be terminated, or the Contractor charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor including, but not limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the

failure of Contractor to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

- c) The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

## **20) SERVICE AND WARRANTY:**

Unless otherwise specified, the Contractor shall define any warranty service and replacements that will be provided during and subsequent to this Contract. Contractor shall explain on an attached sheet to what extent warranty and service facilities are provided.

## **21) GOVERNMENTAL RESTRICTIONS:**

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Contractor to notify the Town immediately after learning of such restriction including, but not limited to, indicating in writing the specific regulation which required an alteration. The Town reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

## **22) PRICE AND ADJUSTMENTS:**

Any price decrease effectuated during the term of the Contract and/or any time specified for performance therein, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the Town.

## **23) EQUAL EMPLOYMENT OPPORTUNITY:**

No bids submitted shall be considered unless the bidder(s) warrants that upon execution of a Contract with the Town, it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the Town may thereafter require to assure compliance.

## **24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):**

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to:



Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.

- b) The MSDS shall be maintained by the Town and must include the following information:
- i) The Division/Department to which the material was shipped.
  - ii) The chemical name and the common name of the toxic substance.
  - iii) The hazards or other risks in the use of the toxic substance, including:
    - (1) The potential for fire, explosion, corrosivity, and reactivity;
    - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
    - (3) The primary routes of entry and symptoms of overexposure.
  - iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
  - v) The emergency procedures for spills, fire, disposal, and first aid.
  - vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
  - vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

## **25) TIE BIDS:**

The Town Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Town Manager to comply with all of the Source Selection provisions of Town of Dundee Ordinance No. 14-17 (*codified in Sec. 2-159*) and the Code of Ordinances of the Town of Dundee:

- a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is

not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.

- b) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.
- c) Availability or completion period.
- d) Previous vendor record on similar projects or requirements.
- e) Business location closest to the Town.

**26) NOTICE:**

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million (\$1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- c) Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the Town if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

**27) UNAUTHORIZED ALIEN(S):**

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the

response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS".

- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov](http://www.dhs.gov) le-verify or contact USCIS at **1-888-464- 4218**.

### **CONSTRUCTION AND OTHER CLAUSES**

*(provisions related to construction)*

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the Contractor or by any Subcontractor engaged to do a portion of the work. The Contractor shall supply each of its Subcontractors with a copy of all of the Contract Documents.

#### **28) ERRORS:**

If the Contractor discovers any error, omission, or vagueness in the Contract Documents, the Contractor shall report this discovery to the Town immediately upon learning of same. Work done after such a discovery and before the Town corrects the error, omission, or vagueness shall be at the Contractor's risk.

#### **29) UNIT PRICES:**

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work

(i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

### **30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:**

This procedure will be in accordance with Florida Administrative Code, Public Works Contracts, and Section 212.08(6) of the Florida Statutes.

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies. When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

#### a) BID PRICES.

The bid shall include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

#### b) ORDERING.

- i) The Town may exercise its right to direct purchase any component of the bid, at the Contractor's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor shall fully cooperate with the Town, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.
- ii) Following receipt of a sales tax savings form from the Contractor, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.
- iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

#### c) EXPEDITING.

The Contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

#### d) RECEIPT.

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the performance of the Contract. The Contractor and Subcontractors shall be responsible for the safe care, custody, and control of all materials.

i) BILLINGS/PAYMENTS.

- i) All ODP's shall be billed to the Town in care of the Contractor.
- ii) The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.
- iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms. **All discounts shall accrue to the Town.**
- iv) The Contractor shall prepare a direct purchase report for the Town upon submittal of each pay request.

j) OTHER CONSIDERATIONS.

- i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.
- ii) The Contractor shall assume the risk of damage or loss at the time of the purchase.
- iii) The selection of ODP for any item(s) contained within the bid does not relieve the Contractor from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.
- iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.
- v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's contractor to certify that the tangible personal property purchased from that vendor will go into or become a part of a public works.



**31) INSPECTION:**

- a) For the Town, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the Contractor in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.
  - i) The examination and/or assistance by the Town shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.
  - ii) The Town shall not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.
  - iii) The Town shall not be responsible for the acts or omissions of Contractor or any Subcontractors, or any of Contractor's agents or employees.
  - iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.
- c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.
- d) If the Town finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the Contractor.
- e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.
- f) The Town may order the Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The

Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

### **32) SUPERVISION:**

The Contractor shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the Town or if the Contractor discharges the project superintendent. If the Contractor is not present, the Town shall be permitted to consider the project superintendent the Contractor's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

### **33) ACCIDENT PREVENTION:**

- a) No laborer or mechanic employed in the performance of the Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment, and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.
- c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Town with these reports.

### **34) CLAIMS FOR ADDITIONAL PAY:**

If the Town issues written instructions which the Contractor believes will involve additional work and cost, the Contractor may assert a claim for extra cost only if it gives written notice to the Town Manager or his/her designee immediately after it receives the instructions and before it complies with those instructions. **The Contractor may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the Town is necessary to meet an emergency which endangers life or property.**

If the Contractor asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor,

materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

### **35) FITTING AND COORDINATION OF THE WORK:**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged in the performance of the Contract. The Contractor shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

### **36) SUB-CONTRACTING:**

Nothing in the Contract Documents shall be construed to create a contractual relationship between the Town and a Subcontractor doing a portion of the work on this project, nor shall it create any obligation on the part of the Town to pay or see to the payment of any moneys due any Subcontractor. The Town shall hold the Contractor responsible for the work done by any of its Subcontractors. For any portion of the work to be sub-contracted, a list of the Subcontractors shall be furnished to the Town Manager prior to the commencing of this project(s).

### **37) MUTUAL RESPONSIBILITY OF CONTRACTORS:**

If, through acts or neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage in the performance of the Contract, the Contractor shall settle with such other, contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify the Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

### **38) LINES AND GRADES:**

The Town shall establish a base line and a benchmark at each location of any separate portion of this project. The Contractor shall reference all base lines, benchmarks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The Contractor shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

### **39) ASSIGNMENT OR NOVATION:**

The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the express written consent of the Town; provided however, that assignments to banks, trust companies and/or other financial institutions of payments due to Contractor may be made without the consent of the Town.

**40) OTHER CONTRACTS:**

The Town may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling its own work with that to be performed under other contracts as may be directed by the Town or Town Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, on this project or any other project.

**41) PATENT INFRINGEMENT:**

The Contractor shall indemnify the Town, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

**42) SHOP DRAWINGS:**

Where a portion of this project requires the use of shop drawings, the Contractor shall submit four (4) copies of these drawings and a schedule of the required work to the Town. The Town shall review these drawings promptly and note any corrections required to meet the intent of the plans and specifications. The Contractor shall make the noted revisions and submit four (4) copies of the revised drawings to the Town. The Town's approval of the shop drawings shall not relieve the Contractor of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

**43) PLANS AND SPECIFICATIONS:**

- a) The Town shall furnish the Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of plans and specifications, the Contractor may obtain these if it pays the cost of reproduction.
- b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

**44) SUB-SURFACE DATA:**

The Town does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the Contractor shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

**45) FACILITIES, MATERIALS, AND EMPLOYEES:**

- a) Unless it is otherwise stipulated in the Contract Documents, the Contractor shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.
- b) The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town's applicable specifications.
- c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.
- d) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.
- e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.
- g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

**46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:**

- a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the Contractor's expense by independent laboratories and agencies approved by the Town.
- b) The Contractor shall instruct any laboratory or agency making, required tests to furnish the Town with a copy of the report made on each test and inspection.



#### **47) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:**

The Contractor shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the Contractor under this provision.

#### **48) PROTECTION OF MONUMENTS:**

The Contractor shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and benchmarks. If the work demands the temporary removal of such a monument, point, or benchmark, the Contractor shall notify the Town who shall reference the monument, point, or benchmark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or benchmark, the Town may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the Town.

#### **49) USE OF PREMISES:**

The Contractor shall confine its equipment, storage or materials, and construction operations to the limits set forth in the Contract Documents and as prescribed by ordinances or permits, or as determined by the Town, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

#### **50) WORK PROGRESS:**

- a) If the Contractor fails to proceed with the diligence required to complete the project within the time set forth in the Contract or within an extension of that time which the Town may grant, the Town may terminate the Contractor's right to proceed with the work by providing written notice to the Contractor.
- b) If the Town terminates the Contractor's right to proceed, the Town may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of the Contract by Contractor shall constitute an acknowledgment of the surety's consent to this provision.
- c) If the Town does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

**51) REQUESTS FOR INTERPRETATION AND INFORMATION:**

- a) All requests for interpretation shall be in writing and submitted to the Town Manager. Whenever a written request for interpretation(s) of the Contract Documents is properly submitted, the request(s) shall be answered by way of Addenda. All Addenda will be sent to each party holding Contract Documents. The Town shall not be responsible for the safe delivery of the Addenda.

It shall be the responsibility of the party to make inquiry as to the issuance of any Addenda to the Contract. All Addenda shall become part of the Contract Documents and all parties shall be bound by such Addenda, whether received or not.

- b) It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in its possession which should be furnished by the Town under the terms of the Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various times and the latest date by which each will be required by the Contractor. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Town may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

**52) DISPUTES:**

- a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.
- b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.

c) If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

d)

**53) CONTRACTOR INSURANCE:**

**For contracts not exceeding \$500,000.00 dollars the following insurance requirements shall be met:**

i) The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (the "Owner"), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, the Contractor shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form, or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

**(1) Worker's Compensation Insurance:**

(a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- (i) Part One: "Statutory"
- (ii) Part Two: \$500,000.00                      Each Accident

\$500,000.00	Disease-Policy Limit
\$500,000.00	Disease-Each Employee

- (b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

**(2) General Liability Insurance:**

- (a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:

- (i) Mold, Fungus or Bacteria
- (ii) Terrorism
- (iii) Sexual Molestation

- (b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

- (i) Architects and Engineers Professional Liability
- (ii) Exterior Insulation and Finish Systems (EIFS)

- (c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- |                      |   |
|----------------------|---|
| (i) \$1,000,000.00   | General Aggregate                       |
| (ii) \$1,000,000.00  | Products/Completed Operations Aggregate |
| (iii) \$1,000,000.00 | Personal and Advertising Injury         |
| (iv) \$1,000,000.00  | Each Occurrence                         |

**(3) Automobile Liability Insurance:**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all

owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000.00 Each Occurrence – BI/PD Combined

**(4) Property Insurance:**

- (a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment<sup>1</sup>. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be \$500 per occurrence.
- (b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.
- (c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the Contractor and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-



insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.

- ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.
- iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under the Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

#### **54) INDEMNIFICATION:**

- a) The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the Contractor including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or organization directly or indirectly employed and/or utilized by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:
  - i) Any omission, default, or negligent act of the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);

- ii) Any and all bodily injuries, sickness, disease or death;
  - iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;
  - iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or
  - v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees and/or persons and/or entities under Contractor's direction and/or control.
  - vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees.
- b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.
  - c) This contractual indemnity shall survive the termination of this Contract.
  - d) Contractor shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
  - e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the

Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.

- f) Additionally, if Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.
- g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor
- h) The Contractor shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.
- i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the Contractor.
- j) The Contractor and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor or subcontractor or sub-subcontractor agree to notify the insurer and request the policy be endorsed with a "waiver of transfer of rights against others" or its equivalent. This "waiver of subrogation" requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the Contractor of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything

done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.

- 1) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

#### **55) BID BOND:**

- a) In cases where the bid price exceeds \$30,000.00, each bid must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, as guarantee that the Contractor will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) calendar days after receipt of written notice of award, enter into the Contract with the Town in accordance with the Contract Documents. **Should the Contractor fail to enter into a contract, the bid bond shall be forfeited as liquidated damages.**
- b) **No proposal or bid shall be considered unless accompanied by a bid bond in the amount and form specified.**

#### **56) PERFORMANCE AND PAYMENT BOND:**

- a) In cases where the bid price exceeds \$30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The Contractor shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).
- b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(1)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

**57) BONDING COMPANY QUALIFICATIONS:**

- a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:
  - i) Minimum rating of “A-” or better;
  - ii) Financial Size Category of “VII” according to the A.M. Best Company; and
  - iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.
- b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.
- c) **Awards of \$500,000 or less:** Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.
- d) **Power of Attorney:** An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.
- e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

**58) PAYMENT:**

The Contract Documents shall set forth the terms and condition(s) relating to the contract price, payment(s), timing of payment(s), progress payment(s), and final payment. The Contract Documents shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project.

**59) LIENS:**

No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.



**60) GUARANTEE:**

- a) The Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its entirety. The Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.
- b) Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.
- c) A notice of defect(s) will be issued by the Town. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.
- d) Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the Contractor shall notify the Town, in writing, of correction in defects. The Contractor shall transmit to the Town a copy of each certified statement as required below.
- e) Each Subcontractor shall transmit to the Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and Town, a certified statement as to:
  - i) The work performed and/or materials supplied; and
  - ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

**61) THE CONSTRUCTION AGREEMENT:**

- a) The Town will require the Contractor to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and Contractor.
- b) The contract between the Town and Contractor shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project to the Contractor.
- c) The Contractor cannot claim modification of the Contract because of any representation made by an employee of the Town or any other person.

- d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the Town may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the RFP and re-advertise the RFP.

**62) CONSTRUCTION SCHEDULE:**

- a) The Contractor shall submit to the Town for review and approval, a construction schedule at least five (5) business days before the start of project.
- b) The Contractor shall complete the work, phase(s), and/or part(s) of the project in the order set forth in the approved construction schedule.
- c) The Contractor's receipt of an approved construction schedule does not authorize the Contractor to begin work on the project.
- d) The Town's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

**63) FINAL INSPECTION:**

- a) When the work on this project(s) is substantially completed, the Contractor shall notify the Town, in writing, at least three (3) business days before the inspection date that the work will be ready for final inspection on a definite date. The Contractor shall expressly provide the date for final inspection.
- b) Prior to the final inspection, the Contractor shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during the performance of the project. The Contractor's duty to clear the project site prior to final inspection does not relieve the Contractor of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the Contract.

**64) CONSTRUCTION AND CONSULTING EVALUATION:**

- a) The award of contracts by the Town for construction and/or consulting service(s) is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of Section 287.055 of the Florida Statutes (Consultants Competitive Negotiation Act) for applicable consulting services. In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town or other entity
- b) A Construction and Consulting Evaluation Form shall be completed by the department head or Town Manager for the project. The form shall be completed upon the completion of the project and submitted to the Office of the Town Clerk for retention.

- c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

## WORK SUMMARY

### PART 1 – GENERAL

- 1.01 – WORK BY CONTRACTOR
- 1.02 – CONTRACTOR USE OF SITE
- 1.03 – SEQUENCE OF WORK

### PART 2 – PRODUCTS

### PART 3 – CONTRACT CLOSEOUT

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### PART 1 – GENERAL

#### 1.01 – WORK BY CONTRACTOR

The Town of Dundee is seeking a qualified standby generator supplier and installer for the design, construction, and installation of one (1) – 140kw generator/ATS switch 480 volt 3 phase (project# 4337-381-R) Community Center and one (1) – 65KW 480 volt 3 phase (project# 4337-481-R) generator for a sewer lift station in the Town of Dundee. The scope of the design-build services is to design, construct, and installation of one (1) – 140kw generator/ATS switch 480 volt 3 phase (project# 4337-381-R) Community Center and one (1) – 65KW 480 volt 3 phase (project# 4337-481-R) generator for a sewer lift station in the Town of Dundee. The Contractor shall be responsible for making sure that the new generator(s) have the capacity to operate current load(s) and address the demand for emergency utility service(s) concurrently with demand arising out residential growth. As mentioned above, The Town of Dundee has identified two (2) locations which are the subject of this RFP. Please reference project numbers for location(s).

Project# 4337-381-R – Community Center – 603 Lake Maire Drive, Dundee Florida 33838

Project# 4337-481-R – Economy Inn Lift Station – 28550 US Hwy 27, Dundee Florida 33838

- **Sizes noted above, or adequate size determined by the vendor and/or electrical engineer during the bid process to appropriately support the facility or lift station in outages or emergencies.**
- **Generators shall be installed at location(s) protected against a 500-year flood event or located outside the Special Flood Hazard Area (SFHA).**

#### **The proposals shall require the following:**

The purpose of this project is to install a new generator at two (2) of our project sites which are mentioned above. The project shall include, but not be limited to, the design, permitting, installation and construction of the aforementioned generator(s) at the identified location(s). The project shall also include, but not be limited to, the generator, all supplies and materials, labor, and any equipment necessary to construct and install the Generator which includes, but shall not be limited to, the following:

- Automatic transfer switch
- Panel racks
- Panels
- Breakers
- Conduits
- Wiring and electrical connections
- Anchors
- Grounding
- Block heater
- Crane
- Permits
- Inspections
- 24hr fuel tank
- Concrete pads

**Other items generator must include are as follows:**

- Microprocessor based, digital readout control system;
- Engine vitals monitored by LCD display (engine vitals include oil pressure, running time, engine temperature, safety shutdowns, battery voltage, generator AC voltage, AC amperage, frequency);
- Oil drain extension;
- Vibration isolation pads;
- Water heater; and
- Fuel solenoid valve.

**Generator and Equipment Enclosure:**

- Must be, at a minimum, level 2 (weatherproof enclosure with foam) powder coated steel;
- Constructed to 200mph wind rating;
- Keyed with lockable doors with draw down latches and stainless-steel component hinges;
- Structural steel base with mounting and lifting holes; and
- Pad type vibration mounts to isolate unit from mounting surface

**Circuit breaker(s):**

- 500A breaker – 600V thermal magnetic 80% rated mounted and wired in a NEMA 1 enclosure
- Circuit breaker – UL listed, and CSA certified

**Cooling system(s):**

- Unit mounted radiator
- Low coolant shutdown



**Block heater(s):**

- 4000W 240VAC
- Standard @ 20F w/isolation valves

**Battery charger(s):**

- 24Volt 5 amps

**Sub base tank(s): (sub base fuel tank steel with sub up – 24 hour run capacity)**

- UL 142 approved
- Double wall
- Emergency pressure relief vent cap set (1/2 PSI) – 2”
- 1.5” normal vent cap

**Muffler(s):**

- Critical grade muffler with rain cap – if applicable

**The bid packet shall include, but not be limited to, the following:**

- Complete specifications on all models
- Bid must accompany a manufacturer’s brochure.
- Must show warranties on material and labor

Design must include a price to supply/install a 350KW 480 volt 3 phase generator for a sewer lift station as well as demo and removal of the existing generator.

**Contractor/Installer to provide to Town of Dundee:**

- Generator renderings and itemized installation details for the project

**1.01 — CONTRACTOR USE OF SITE**

- A.** The Contractor shall not work on or keep any equipment on any private property without the express written permission of the property owner involved. The Contractor shall be responsible for damages to any private property including, but not to be limited to, trees, curbs, mailboxes, and private yards.
- B.** The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- C.** The Contractors shall be responsible for obtaining a water construction meter, if required or deemed necessary by the Town, for any water that may be needed on this project.

- D. All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards.

## 1.02 – SEQUENCE OF WORK

The Town of Dundee reserves the right to determine what locations will be completed and in what order.

## PART 2 – PRODUCTS

All products and material shall meet or exceed all specifications set forth by this RFP, as described in either graphical or in written form, and/or as required in writing by the Town of Dundee.

## PART 3 – CONTRACT CLOSEOUT

### 1.1 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

### 1.2 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean surfaces exposed to view, remove stains and foreign substances.
- C. Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish and construction facilities from the site.

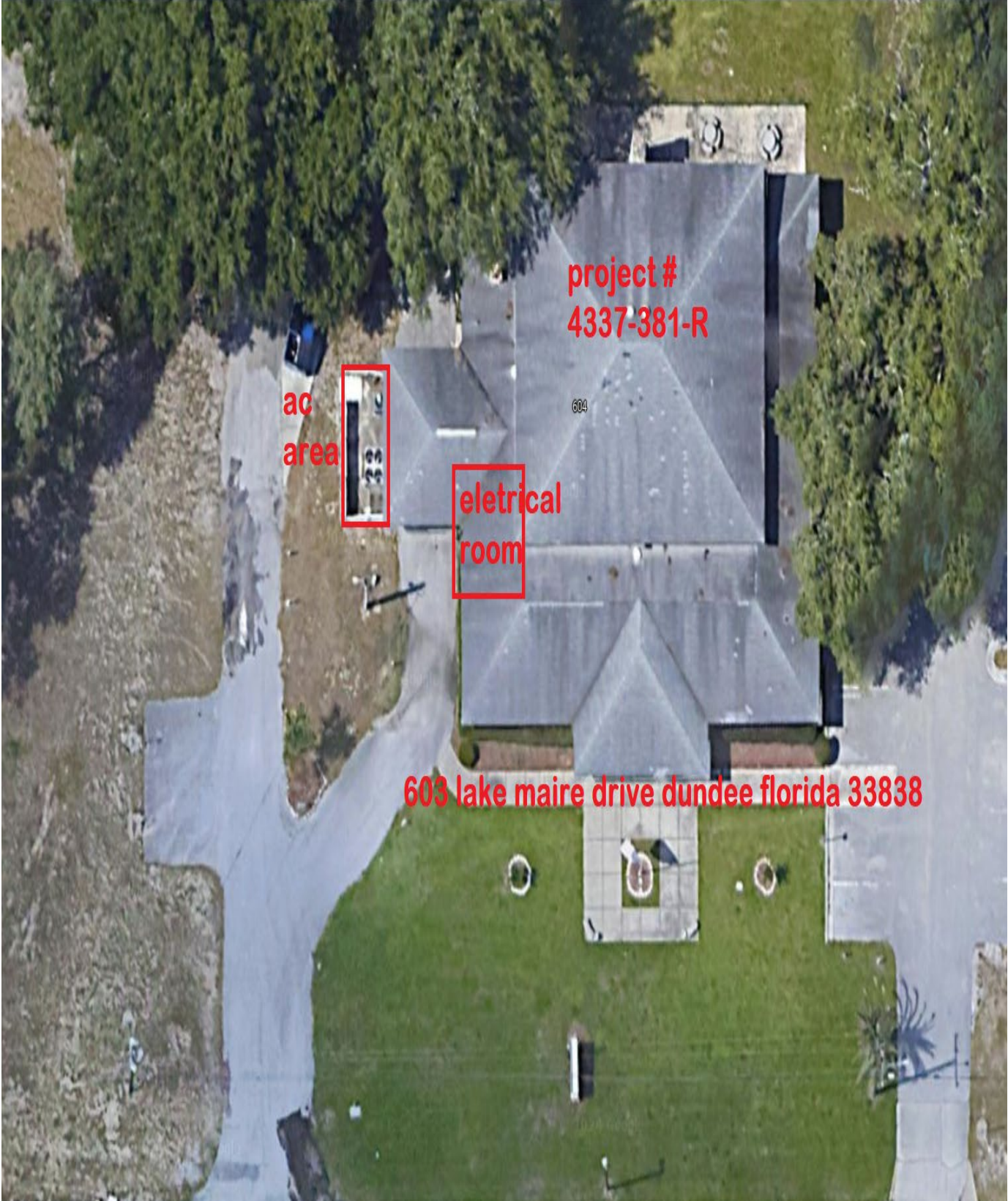
### 1.3 ADJUSTING

In the sole and absolute discretion of the Town Manager or her authorized designee, cause to be made or constructed any adjustment(s) in order to ensure: (i) smooth/unhindered operation of the Community Center; and (ii) the renovation(s), product(s), and/or installed equipment (i.e., includes all fixtures) conform to the plans, specifications, and drawings approved by the Town of Dundee for this RFP.

### 1.4 WARRANTIES

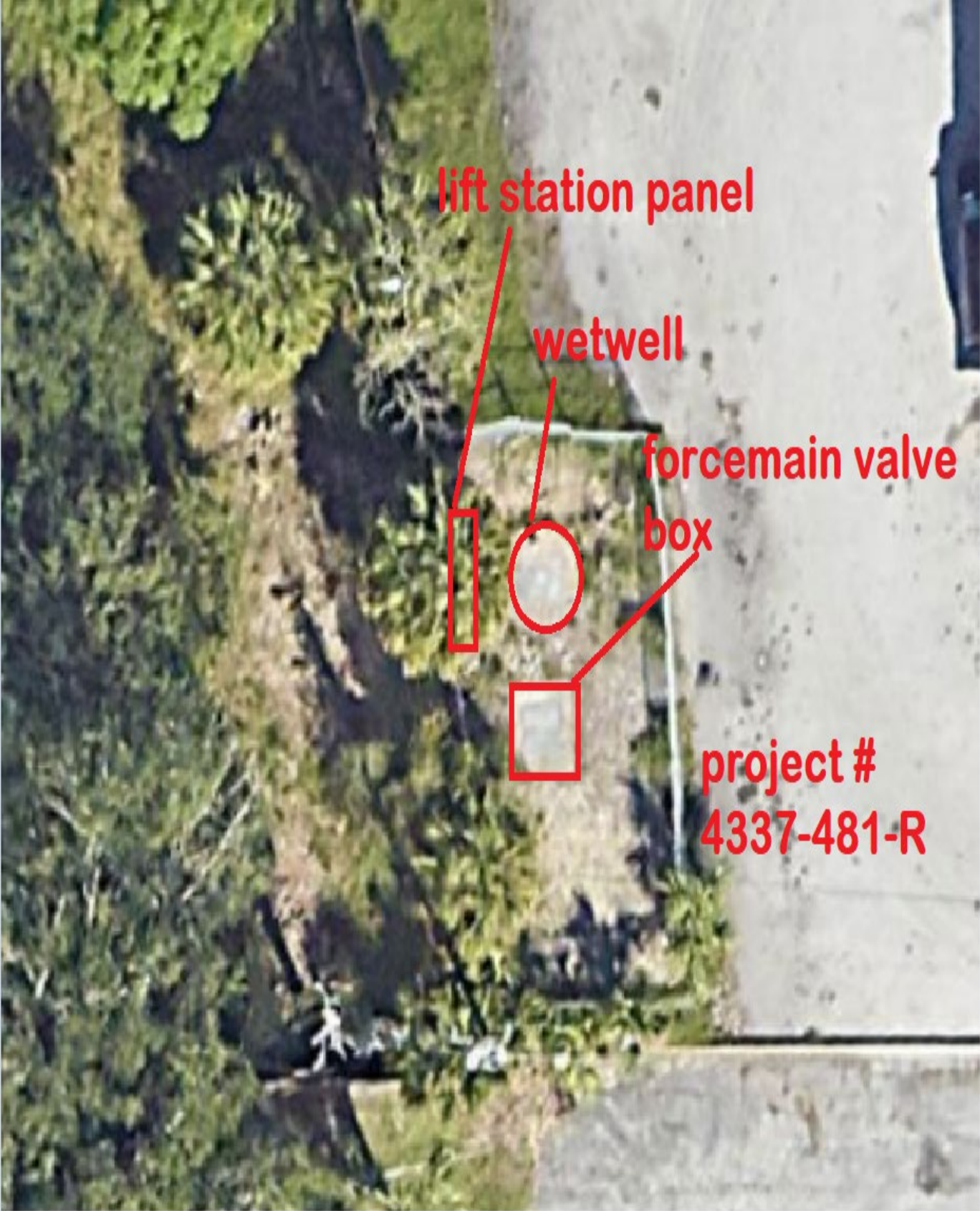
All work, product(s), equipment, materials, and workmanship shall be warranted for a minimum of one (1) calendar year from the date of acceptance by the Town Commission of the Town of Dundee, Florida.

(Exhibit A)





(EXIBIT B)





**BID FORM**  
**FY 20234-24 DESIGN CONSTRUCTION AND INSTALLATION**  
**OF EMERGENCY GENORATORS**

RETURN DATE: Wednesday, March 26, 2024 by 4:00 P.M.

RETURN TO: Office of the Town Clerk  
**Attn: RFP #24-06**  
Town of Dundee  
P.O. Box 1000  
202 East Main Street  
Dundee, Florida 33838

ITEM	ESTIMATED QTY	UNIT BID	EXTENDED AMOUNT
1.			
2.			
3.			
4.			
5.			
		TOTAL	

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

-----  
\_\_\_\_\_

Authorized Representative:  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Title: \_\_\_\_\_



**AFFIDAVIT CERTIFICATION**  
**IMMIGRATION LAWS**

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

PRIVATE PROVIDER FIRM \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME \_\_\_ Produced I.D. \_\_\_\_\_

TYPE OF ID PRODUCED \_\_\_\_\_

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

**NONCOLLUSION AFFIDAVIT OF BIDDER**

**State of Florida**

**County of Polk**

**I \_\_\_\_\_ (“Affiant”), being first duly sworn, deposes and says that:**

- (1) Affiant is \_\_\_\_\_ (insert job title) of \_\_\_\_\_ (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

**THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME \_\_\_Produced I.D. \_\_\_\_\_

TYPE OF ID PRODUCED \_\_\_\_\_

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

**CERTIFICATION OF DRUG-FREE WORKPLACE**

I \_\_\_\_\_ (“Undersigned”), certify that:

- (1) Undersigned is \_\_\_\_\_ (insert job title) and duly authorized to act on behalf of the Contractor \_\_\_\_\_ that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
  - (a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - (b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
  - (d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (e) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
  - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG FREE WORKPLACE, does hereby certify that the Contractor, \_\_\_\_\_, acknowledges, understands, and complies fully with the above requirements.

DATE: \_\_\_\_\_ NAME OF ENTITY: \_\_\_\_\_

PHONE/FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

## SALES TAX SAVINGS FORM

**CONTRACT NUMBER:** \_\_\_\_\_

**NAME OF PROJECT:** \_\_\_\_\_

<b>MATERIALS</b>	<b>(1) Amount in Contract</b>	<b>(2) Sales Tax</b>	<b>(3) Net Amount</b>

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities





# TOWN COMMISSION MEETING

February 27, 2024 at 6:30 PM

Item 6.

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<b>AGENDA ITEM TITLE:</b>	TOWN MANAGER EVALUATION, FY 2022 – 2023
<b>SUBJECT:</b>	The Town Commission will conduct the annual performance review of the Town Manager according to the Town Manager Employment Agreement.
<b>STAFF ANALYSIS:</b>	<p>The Performance Evaluation scale is from 5 to 1, with the breakdown as follows:</p> <ul style="list-style-type: none"><li>5 = Substantially Exceeds Commission’s Expectations</li><li>4 = Generally Exceeds Commission’s Expectations</li><li>3 = Meets Commission’s Expectations</li><li>2 = Requires Improvement</li><li>1 = Unsatisfactory Performance</li></ul> <p>Ms. Davis received an overall score of <b>4.25</b>, generally exceeding the Commission’s expectations in her performance as the Town Manager for the 2022-2023 fiscal year.</p> <p>Attached are comments from the evaluation’s questions, regarding items that the Town Manager can take the greatest pride in and goals for the Town Manager in the upcoming year.</p>
<b>FISCAL IMPACT:</b>	At the will of the Town Commission.
<b>STAFF RECOMMENDATION:</b>	NONE
<b>ATTACHMENTS:</b>	2022 – 2023 Town Manager Evaluation Summary 2022 – 2023 Town Manager Evaluation Score Sheet

**2024 Commissioners' Scores**

Name:	Fiscal Management	Management & Organization	Management of Town Assets	Intergovernmental Relations	Program Development & Follow Through	Community Relations	Communication with Commission & Others	Management Style	
Mayor Sam Pennant	5	5	5	5	5	5	5	5	5.00
Vice Mayor Steven Glenn	4	4	3	5	3	5	5	5	4.25
Commissioner Bert Goddard	5	5	5	5	4	4	5	5	4.75
Commissioner Willie Quarles	5	5	5	5	5	5	5	5	5.00
Commissioner Mary Richardson	2	1	3	3	3	3	2	1	2.25
<b>Total Score:</b>	<b>21</b>	<b>20</b>	<b>21</b>	<b>23</b>	<b>20</b>	<b>22</b>	<b>22</b>	<b>21</b>	<b>170</b>
<b>Average Score:</b>	<b>4.2</b>	<b>4.00</b>	<b>4.2</b>	<b>4.60</b>	<b>4</b>	<b>4.40</b>	<b>4.40</b>	<b>4.20</b>	<b>4.25</b>

## 2022 – 2023 TOWN MANAGER EVALUATION COMMISSION COMMENTS/GOALS

- **Question #9:** During the past year what can the Town Manager take the greatest pride in? What do you feel are her strongest points and her finest accomplishments during this time?
- **Question #10:** What areas do you feel most needs improvement? Why? Do you have any constructive, positive ideas how the Town Manager can improve in these areas?
- **Question #11:** Do you have any goals for the Town Manager for the upcoming year?

### **Mayor Pennant:**

**#9:** I'll pass on this question this time as I think this is a question for the Manager but I know there's a lot out there that I could point to on her behalf.

**#10:** Keep up the good work.

**#11:** If she continues to meet the everyday expectations, that's good for me as they are many

### **Commissioner Quarles:**

**#9:** Submitted a balance budget that invests in the Town infrastructure and implementing the priorities of the Town Commission, which will allow for cost efficiency in managing the needs of the Town and necessary infrastructure improvements and growth projections.

Financial awards GFOA in both Budget Presentation & Achievement of Excellence in Financial Reporting.

Lake Marie pumping project

Story walk at Lake Menzie

Centennial Kick off for 2024

**#10:** No answer provided

**#11:** Continue Town road improvements

Complete Veteran's Memorial Park

### **Commissioner Goddard:**

**#9:** During the past year the Town Manager can take the greatest pride in achieving the GFOA award for the Town of Dundee, despite having to assume the role of Finance Director which is still vacant.

I feel her strongest points are her ability to network with agencies and officials to successfully acquire grants and evaluations that benefit the Town.

Her finest accomplishments include the successful coordination of the 4<sup>th</sup> of July celebration, the Christmas Tree Lighting Ceremony, and the Christmas Parade that were all well attended. The magnificent renovation of the Dundee Depot was indeed a great highlight.

**#10:** The areas that I feel most need improvement are:

- A. Attracting suitable candidates for the position of Finance Director that is urgently needed.
- B. Achieving the prompt repairing and revitalizing of the computerized community notice boards.
- C. Upgrading the Community Center.

**#11:** For the upcoming year my goal for the Town Manager is to ensure the paving of the road from Camp Endeavor to Lincoln Avenue towards US Highway 27. Since this is the centennial year for the Town of Dundee, it will be great to acquire prominent artists to perform at celebrations.

### **Vice Mayor Glenn:**

**#9:** Tandra has directed her staff to become more open to thinking outside the box and not just settle for the norm. i.e.: bigger events, more employee participation and better employee retention.

**#10:** Recruiting. We have had a Finance Manager open rec for an extended period. Possible ideas: signing bonus, paid relocation and pay a head-hunter to recruit.

**#11:** I would like to see Tandra continue to work on overall retention and creating a healthy workplace for all employees. I would also like Tandra to continue to involve the community in the different events.

### **Commissioner Richardson:**

**#9:** Speed bumps on MLK, Code Enforcement, Renovation, Depot, promotion from within Trevor as Town Clerk, Public Works Barn, recommending Commissioner Richardson to Leadership Polk to strength her leadership skills. Parade increased.

**#10:** Strengthen management skills through Leadership Management Training. Work on building healthy relationships with directors, to strengthen teams to flow to the employees. Lead without personal emotions, keep your passion it will build your confidence. Raise pay for your staff.

**#11:** (1) Establish Vision with measurable goals(2) Events every quarter (3) Summer Food Programs for our youth (4) More Programs for our youth(5) Librarian Calendar with all the growth (5)Reconstruction of our Website.