



# **TOWN COMMISSION MEETING AGENDA**

**July 11, 2023 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 JULY 11, 2023**

**A. MINUTES**

- 1. MAY 23, 2023 COMMISSION MEETING**
- 2. JANUARY 18, 2023 TREE BOARD MEETING**
- 3. FEBRUARY 15, 2023 TREE BOARD MEETING**

**APPROVAL OF AGENDA**

**PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS**

**NEW BUSINESS**

- 1. ORDINANCE 23-05, HILLS OF DUNDEE VOLUNTARY ANNEXATION**
- 2. RESOLUTION NO. 23-12, STORMWATER MANAGEMENT FEES**
- 3. RESOLUTION NO. 23-13, FIRE ASSESSMENT FEE**

**4. DISCUSSION & ACTION, RFP 22-06 MOBILE EVENT STAGE AWARD**

**5. DISCUSSION & ACTION, DUNDEE AMENDMENT 4 URBAN 2023-2024**

**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

July 11, 2023 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 July 11, 2023 contains the following:
- A. MINUTES
    1. May 23, 2023 Commission Meeting
    2. January 18, 2023 Tree Board Meeting
    3. February 15, 2023 Tree Board Meeting
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** 20230523 TC Meeting Minutes  
20230118 Tree Board Minutes  
20230215 Tree Board Minutes



## **TOWN COMMISSION MEETING MINUTES**

**May 23, 2023 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 at 6:30PM by Mayor Pennant**

**PLEDGE OF ALLEGIANCE led by Mayor Pennant**

**INVOCATION given by Mayor Pennant**

**RECOGNITION OF SERGEANT AT ARMS – Detective Matthew Ervin**

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

**ROLL CALL taken by Town Clerk Douthat**

**PRESENT**

Steve Glenn

Bert Goddard

Willie Quarles

Mary Richardson

Sam Pennant

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

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

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

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

**A. MINUTES**

**1. MAY 9, 2023 TOWN COMMISSION MEETING**

## B. BOARD RESIGNATION

### 1. TRACY BARNHILL TREE BOARD RESIGNATION

Town Manager Davis reported no changes.

*MOTION TO APPROVE the consent agenda for the meeting of May 23, 2023, made by Glenn, Seconded by Richardson. Passed Unanimously.*

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

## APPROVAL OF AGENDA

Town Manager Davis reported the following changes to the regular meeting agenda for May 23, 2023:

1. Two proclamations were added.
2. Item 3, FDOT agreement was removed.
3. Item 5, the quit claim deed and back up documents were added.
4. Item 6, Leadership Polk vs Florida League of Cities conference was added.

*MOTION TO APPROVE the regular meeting agenda, as amended, for the meeting of January 24, 2023, made by Goddard, Seconded by Glenn. Passed Unanimously.*

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

## PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

### 1. PROCLAMATION, NATIONAL PUBLIC WORKS WEEK

*MOTION TO SUPPORT National Public Works Week made by Goddard, Seconded by Glen. Passed Unanimously.*

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

Mayor Pennant stated that he was going to read and present the Memorial Day proclamation prior to the National Public Works Week. Mayor Pennant then read the Memorial Day proclamation into the record and presented it to Commissioner Quarles.

Mayor Pennant read the National Public Works Week proclamation into the record and presented it to Special Projects Coordinator Mercer and the delegation from the water department.

Town Manager Davis gave the analysis for the National Public Works Proclamation and presented the recipients with a token of appreciation.

**2. PROCLAMATION, MEMORIAL DAY**

***MOTION TO SUPPORT** Memorial Day made by Quarles, Seconded by Goddard. Passed Unanimously.*

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

**NEW BUSINESS**

**3. DISCUSSION & ACTION, SHERIFF'S DEPARTMENT FLOOR REPLACEMENT**

Town Manager Davis gave the analysis.

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

***MOTION TO APPROVE** the recommended vendor Tucker Carpets Flooring America with a bid not to exceed \$16,299.00 for the replacement of the flooring at the Sheriff's department made by Goddard, Seconded by Glenn. Passed unanimously.*

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

**5. DISCUSSION & ACTION, SHERIFF'S DEPARTMENT INTERIOR PAINTING**

Town Manager Davis read 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 recommended vendor Goff Painting of Central Florida, INC with a bid not to exceed \$7532.00 for the painting of the interior of the Sheriff's department made by Quarles, Seconded by Goddard. Passed unanimously.*

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

**5. DISCUSSION & ACTION, HELICOPTER ROAD QUIT CLAIM DEED**

Town Manager Davis read the analysis.

Assistant Town Attorney Claytor reminded the Commission that this is a general housekeeping matter. The Town Commission previously adopted, at a duly noticed public meeting, a resolution vacating the subject ROW; however, as a result of the County Deed received by the Town from Polk County, the Town Commission should convey any interests received in the underlying fee by Quit Claim Deed. Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

***MOTION TO APPROVE** the conveyance of the quit claim deed to TECO made by Glenn, Seconded by Quarles. Passed unanimously.*

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

## 6. DISCUSSION & ACTION, LEADERSHIP POLK CLASSES VS FLORIDA LEAGUE OF CITIES CONFERENCE

Town Manager Davis read the analysis.

Mayor Pennant asked if any one on the Commission would be interested in joining Leadership Polk.

***MOTION TO NOMINATE** Commissioner Richardson to represent the Town of Dundee as an application to Leadership Polk made by Goddard, Seconded by Richardson. Passed unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

***MOTION TO APPROVE** to approve, if selected, the appropriated amount of \$2100.00 for Commissioner Richardson to represent the Town of Dundee as a member of Leadership Polk, class of 17 made by Goddard, Seconded by Pennant. Passed unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

### REPORTS FROM OFFICERS

**Polk County Sheriff's Office** – Detective Irvin introduced himself to the Commission.

**Dundee Fire Department** – Fire Chief Carbone updated the run totals.

**Town Attorney** – Assistant Town Attorney Claytor updated the Commission on the easement for the Ridge Community Shopping Center.

Assistant Town Attorney Claytor also stated that he has the draft form of the Town's transportation study and he will be working towards getting it finalized.

**Town Manager** – Town Manager Davis informed the Commission that the dates for the budget workshops have been posted town wide.

Town Manager Davis stated that she would be at the Florida County and City Manager's conference May 31<sup>st</sup> through June 3<sup>rd</sup>.

Town Manager Davis stated the Commission that she had provided them with the Save The Date for the Florida League of Cities conference.

Town Manager Davis reminded the Commission that the Ridge League of Cities dinner on June 8.

Town Manager Davis informed the Commission that she had provided each of them with flyers for the following events:

- July 4<sup>th</sup> Celebration
- Memorial Day closures
- Juneteenth

Town Manager Davis reminded the Commission that she will be taking two vacation days May 26<sup>th</sup> and May 30<sup>th</sup>.

**Commissioners** – Commissioner Goddard congratulated the proclamation recipients on their recognition and hard work. He also informed the Commission that Camp Endeavor would be having their camp for the deaf on June 25, 2023.

**ADJOURNMENT at 7:32PM**

Respectfully Submitted,

*Trevor Douthat*

Trevor Douthat, Interim Town Clerk

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

DRAFT





## **TREE BOARD MEETING MINUTES**

**January 18, 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 Aguilar

**PLEDGE OF ALLEGIANCE** led by Chair Aguilar

**ROLL CALL** taken by Town Clerk Garcia

**Present:**

Sheila Aguilar

Michelle Smith

Tracy Barnhill

**Absent:**

Dre Robinson

Clerk Garcia informed the Board that Mr. Robinson will not be able to continue serving on the board.

**MOTION TO ACCEPT the resignation of Dre Robinson** made by Michelle Smith, seconded by Sheila Aguilar. Passed Unanimously.

Ayes: Barnhill, Smith, Aguilar

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

Chair Aguilar opened the floor for public comment, with no public coming forth the floor was closed.

### **APPROVAL OF MINUTES**

**1. Tree Board Minutes for May 18, 2022**

**MOTION TO APPROVE** the Tree Board Minutes from the May 18, 2022 meeting made by Aguilar, seconded by Smith. Passed Unanimously.

Ayes: Barnhill, Smith, Aguilar

## **NEW BUSINESS**

### **2. Discussion and Action, Introduction of Members and Staff**

Clerk Garcia introduced new board member, Tracy Barnhill and explained the role the staff members play with the Tree Board.

Ms. Barnhill greeted the board.

### **3. Tree Board duties and responsibilities pertaining to Ordinance 18-08.**

Clerk Garcia explained the duties and responsibilities of the Tree Board according to Ordinance 18-08 and the standards of Tree City USA/Tree City of the World.

### **4. Tree City USA Presentation**

Chair Aguilar gave an overview of Tree City USA/Tree City of The World designation.

### **5. Discussion of Tree Board Goals for 2022/2023 FY**

The Tree Board discussed their goals for 2023 with Staff.

Member Smith requested that the current budget be placed on the next agenda so the board is aware of real numbers they are working with.

Chair Aguilar requested that the board revisit the education boards that did not come to fruition last year and that the board get the home/business yard beautification recognition program off the ground.

The board requested that the reports from the Arbor Pro Software be put on the next agenda so it can be determined how to move forward with the dead and diseased trees that were identified. Chair Aguilar also requested that the link to Arbor Pro be placed on the website to be accessed by the residents.

Member Smith requested that pricing for annual flowers and mulch be placed on the next agenda.

The board discussed which building or property they would like to invest in as a project in the coming year.

Public Works Director John Vice stated he would have an updated tree log and tree removal services quotes at the next meeting.

**6. Arbor Day Celebration**

The board discussed possible events for the Arbor Day celebration in 2023. A tree scavenger hunt, story board event, the flagpole/tree island in front of the Depot, Town Hall, Sheriff/Fire Station, Community Center, Elementary school STEM night.

Member Smith advised that a determination should wait until we address the budget and are aware of the funding the board has.

Public Works Director, John Vice, will have annuals and mulch pricing for the next meeting.

Member Smith suggested that the boards meetings be changed to meeting in February and begin every other month from that point forward at 5:30pm.

**MOTION TO APPROVE conducting a Tree Board meeting in February 2023 and begin meetings every other month from there at 5:30pm** made by Aguilar and seconded by Smith. Passed Unanimously.

Ayes: Barnhill, Smith, Aguilar

**REPORTS FROM OFFICERS**

Public Works Department Comments

Town Administration Comments

Board Member Comments

Chairperson Comments

**ADJOURNMENT 6:43pm**

**Respectfully Submitted,**

*Jenn Denson Garcia*  
**Jenn Garcia, Town Clerk**

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

**AYES:** \_\_\_\_\_ **NAYS:** \_\_\_\_\_



## **TREE BOARD MEETING MINUTES**

**February 15, 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 Aguilar

**PLEDGE OF ALLEGIANCE** led by Chair Aguilar

**ROLL CALL** taken by Clerk Glogowski

**Present:**

Sheila Aguilar  
Michelle Smith  
Tracy Barnhill  
David Joubert

**Absent:**

Town Clerk Garcia informed the Board that she would be leaving the Town of Dundee effective 02/17/2023 and it has been a pleasure to work with the Tree Board and she looks forward to what they will do. Trevor Douthat will be taking over as Interim Town Clerk.

The board congratulated Ms. Garcia and wished her well.

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

Chair Aguilar opened the floor for public comment, with no public coming forth the floor was closed.

### **NEW BUSINESS**

#### **1. Discussion and Action, Introduction of Members and Staff**

Clerk Glogowski introduced the new board member, David Joubert.

Mr. Joubert greeted the board.

**2. 2022/2023 Budget**

Chair Aguilar provided an explanation of the budget.

Member Smith asked for the difference in the budget listed. Ms. Glogowski explained that ArborPro subscription has already been removed from the total so that balance shown is the amount to be spent by end of fiscal year.

**3. March 9, 2023 Dundee Elementary Academy STEM Night**

The board discussed options of what to do for STEM night. The board will plant flowers like they did last year. With the exception of the children putting the dirt in the cups. Town staff will assist the Tree Board by purchasing the necessary supplies of wading pools, 300-350 clear cups, shovels/scoopers, 300 annuals, potting soil, water will be supplied in town igloo coolers instead of water bottles. Town Staff will also assist the Tree Board at the STEM event.

Clerk Garcia mentioned that it would be a good idea to submit a donation request to Lowes & Home Depot at the new fiscal year for next year's events.

The event is to be held on Thursday March 9<sup>th</sup> and clerk Glogowski will confirm the time and will email board members.

**MOTION TO APPROVE budget of \$500.00 for STEM Night**, made by Smith, seconded by Aguilar. Passed Unanimously.

Ayes: Barnhill, Smith, Aguilar, Joubert

**4. Discussion of 2022/2023 Arbor Day Celebration**

The Tree Board discussed their goals for 2023 with Staff. After reviewing the 2022/2023 budget the balance left to spend will be \$8,482.00.

Arbor Day is April 28, 2023 and the Arbor Day Proclamation will be presented at the April 11, 2023 Town Commission Meeting. It is requested that all board members attend the April 11<sup>th</sup> Commission Meeting if they are able to. Board member Joubert stated he will be unable to attend due to prior commitments.

With the board holding city wide cleanup for residents the previous couple of years, the board discussed doing the story walk education boards that had been previously considered. Clerk Glogowski stated that the prices were from a quote that was received last year, the town has reached out for an updated quote, and we are waiting to get that back. Once that is received Clerk Glogowski will email that information to the board members. It was decided to purchase 16 signs, that will be placed around Lake Menzie. The board will discuss and choose the story panels at a future meeting. After the order is placed the board will need a timeline so they can plan for the grand opening, which will be discussed at the April meeting. Briefly discussed options for the grand opening to include having vendors and sponsors.

Discussion was had regarding the status of the triangle at Dundee Depot where trees were lost due to Hurricane Ian. Discussion on this item will be tabled until a future meeting.

**MOTION TO APPROVE budget of \$6,000.00 for 16 Story Walk stands to be placed at Lake Menzie.** made by Smith, seconded by Aguilar. Passed Unanimously.

Ayes: Barnhill, Smith, Aguilar, Joubert

Chair Aguilar amended the agenda to add item #7 to elect a Vice-Chair.

#### **5. ArborPro Tree Maintenance Findings & Recommendations**

Public Works Director, John Vice provided update on the priority 1 and priority 2 tree removal recommendations. Director Vice stated that ArborPro recommendations will take multiple years to complete, as it is not financially possible to complete all in one fiscal year, but priority 1 and priority 2 will remain at the top of the list. Director Vice stated that he is working with Town Manager, Tandra Davis, who bears the financial responsibility of removing the trees, whether it be the town or the tree board. Director Vice, requested to remove three (3) trees at Lake Menzie first. Members requested an update on cost from staff at the next meeting so they can decide how much to budget.

#### **6. Tree Trimming & Removal Update**

Director Vice provided update on the trees. Director Vice requested to remove two trees on the side of the Polk County Sheriff's Department building.

#### **7. Election of Vice-Chair**

Chair Aguilar nominated board member Smith. Board member Smith accepted the nomination.

**MOTION TO APPROVE elect board member Michelle Smith as Vice-Chair,** made by Aguilar, seconded by Joubert. Passed Unanimously.

**Ayes:** Barnhill, Smith, Aguilar, Joubert

**REPORTS FROM OFFICERS**

Public Works Department Comments

Town Administration Comments

Board Member Comments

Chairperson Comments

**ADJOURNMENT 6:47pm**

**Respectfully Submitted,**

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**Melissa Glogowski, Executive Administrative Assistant**

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

**AYES:** \_\_\_\_\_ **NAYS:** \_\_\_\_\_



# TOWN COMMISSION MEETING

## July 11, 2023 at 6:30 PM

**AGENDA ITEM TITLE:** ORDINANCE 23-05, HILLS OF DUNDEE VOLUNTARY ANNEXATION

**SUBJECT:** The Town Commission will hear the 2nd reading of Ordinance 23-05

**STAFF ANALYSIS:** This is a petition for the voluntary annexation for the Hills of Dundee Subdivision. The general location of the proposed land to be annexed is east of Scenic Highway North, south of Stalnaker Road, and west of Lake Mabel Loop. The area covered by this request includes 50.36 +/- acres and consists of six parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-032030, 27-29-02-000000-032010, 27-29-02-000000-014020, 27-29-02-000000-014040

**FISCAL IMPACT:** No Fiscal Impact

**STAFF RECOMMENDATION:** Staff recommends approval of Ordinance 23-05

**ATTACHMENTS:** Staff Report  
Ordinance 23-05



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SPACE FOR RECORDING

**ORDINANCE NO.: 23-05**

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: SIX PARCELS LOCATED EAST OF SCENIC HIGHWAY NORTH, SOUTH OF STALNAKER ROAD, AND WEST OF LAKE MABEL LOOP. THE AREA COVERED BY THIS REQUEST INCLUDES 50.36 +/- ACRES.)**

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

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

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

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

1. A petition has been filed to integrate territory into the Town of Dundee, Florida, as attached herein as Exhibit "A".
2. Pursuant to Section 171.044 of the Florida Statutes, the Town Commission

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

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

3. All ordinances in conflict herewith are hereby repealed.

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

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

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

INTRODUCED on first reading this 13th day of June, 2023.

PASSED on second reading this 11th day of July, 2023.

TOWN OF DUNDEE, FLORIDA

\_\_\_\_\_  
Mayor-Samuel Pennant

ATTEST:

\_\_\_\_\_  
TOWN CLERK – Trevor Douthat

Approved as to form:

\_\_\_\_\_  
TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT "A"  
To Ordinance 23-05

OFFICE COPY ONLY FEB 06 2023



**Town of Dundee**

**Voluntary Annexation Application**

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

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

**SITE INFORMATION**

Project Name: The Hills of Dundee  
Parcel I.D.#: 27-29-02-000000-032040; 27-29-02-000000-032020; 27-29-02-000000-032030  
27-29-02-000000-032010; 27-29-02-000000-014020; & 27-29-02-000000-014040  
Site Address or General Location: SE corner of Scenic Highway and Stalnacker Road  
Present Use of the Property: Abandoned citrus grove  
Existing Structures Located on the Site: None  
Total Acreage: 49.19 Number of Residents on Site: 0  
Legal Description of the Property: See attached

**PROPERTY OWNER:**

Name: Ag Investments of Polk County, LLC - Lee Saunders, Manager  
Mailing Address: 5529 US Hwy 98 N  
City: Lakeland State: FL Zip: 33809  
Home/Mobile Phone: 863-660-4803 Email Address: lee@landsearchfl.com

**APPLICANT/AGENT:**

Name: Ag Investments of Polk County, LLC - Lee Saunders, Manager  
Mailing Address: 5529 US Hwy 98 N  
City: Lakeland State: FL Zip: 33809  
Home/Mobile Phone: 863-660-4803 Office: (863) 858-5686  
Email Address: lee@landsearchfl.com

Applicant is:  Owner  Agent/Representative  Purchaser  Lessee

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



# Town of Dundee

## Voluntary Annexation Application

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

### STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), Lee Saunders, Manager, AG Investments of Polk County, LLC being duly sworn, depose and say that (I) (we) own one or more of the properties involved in this petition and that (I) (we) authorize the Town of Dundee to process this petition for annexation into the Town, in accordance with all adopted Town rules and regulations, and in conformance with State law.

Further (I) (we) or any agent or lessee of the subject property authorized by (me) (us) to file this petition, deposes and say that the statements and answers contained in the application for annexation, and any information attached thereto, present the arguments in behalf of this petition to the best of (my) (our) ability; and that the statements and information referred to above are in all respects true and correct to the best of (my) (our) knowledge and belief.

[Signature]  
Signature of Owner

Lee Saunders, Manager  
Printed Name/Title of Owner

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name of Owner

### OWNERS

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name/Title of Owner

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name of Owner

STATE OF FLORIDA  
COUNTY OF POLK OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 19 day of January, 2023, by, as, on its behalf, who is personally known to me or who has produced AK as identification.



Notary Public, State of Florida  
[Signature]  
Printed Name Pamela G. Chancey

My commission expires: 10-15-2024



# Town of Dundee

## Voluntary Annexation Application

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

### FINANCIAL RESPONSIBILITY FORM

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

Name: Lee Saunders Title: Manager

Company: AG Investments of Polk County, LLC

Company Address: 5529 US Hwy 98 N

City/State/Zip Code: Lakeland / FL/ 33881

Telephone Number: 863-660-4803

Email Address: lee@landsearchfl.com

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

1. Signed this 14<sup>th</sup> day of January, 2023.  
Lee Saunders

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

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 19 day of January, 2023 by, as, on its behalf, who is personally known to me or who has produced PL as identification.



PAMELA G. CHANCEY  
Commission # HH 010422  
Expires October 15, 2024  
Bonded Third Budget Notary Services



Pamela G. Chancey  
Notary Public, State of Florida

Pamela G. Chancey  
Printed Name

My commission expires: 10-15-2024

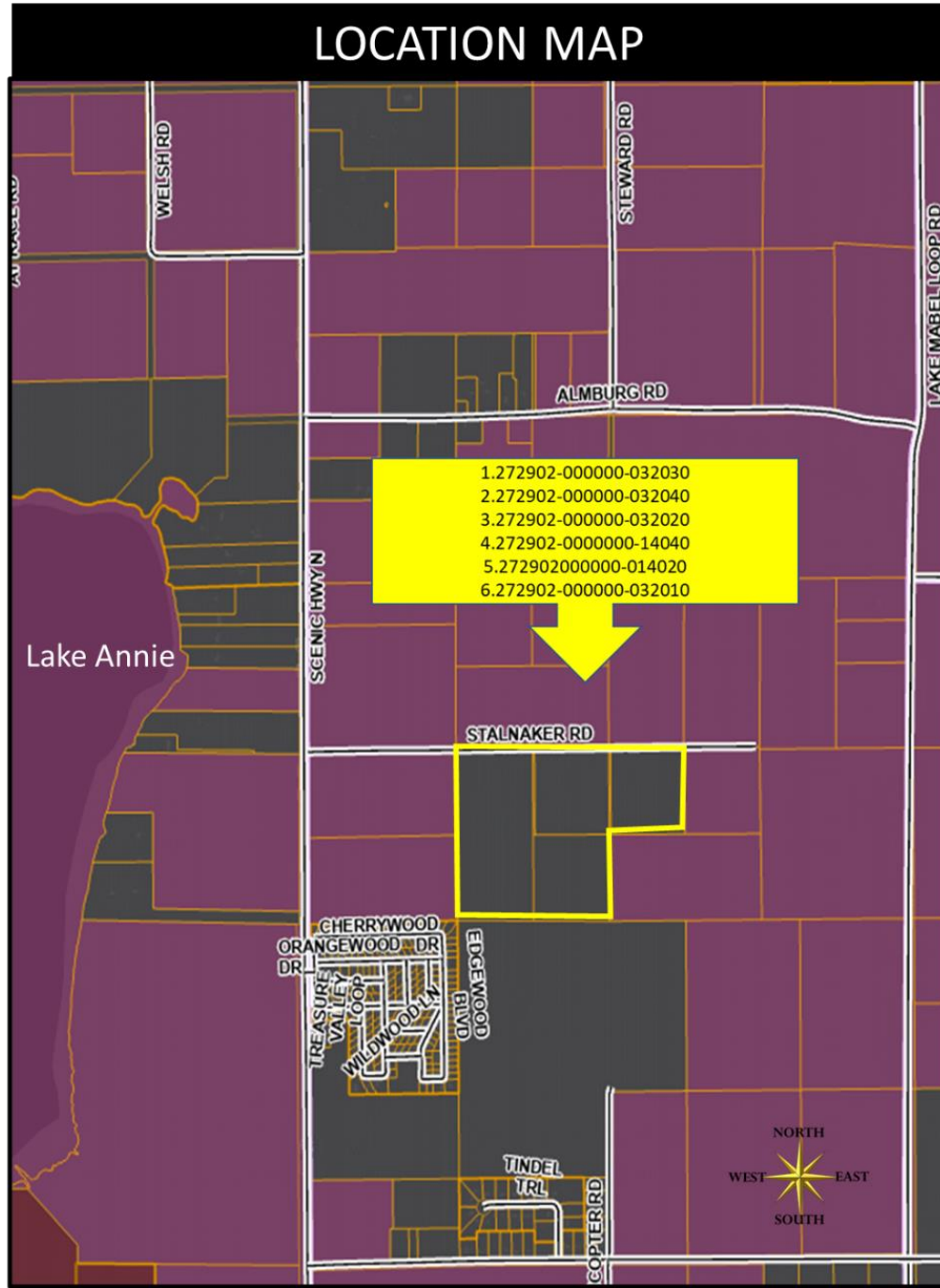
## COMPOSITE EXHIBIT "B" to Ordinance No. 23-05

### Legal Description

<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 (ANNEXATION PARCEL)</b>		
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>COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 2; thence N.89 degrees 25'09"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 Soenic Highway; thence N.00 degrees 36'30"W., on the East right of way line of said Soenic Highway, a distance of 863.53 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 Soenic Highway, a distance of 648.41 feet to a point at the intersection of the East right of way line of said Soenic 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 and the POINT OF BEGINNING; 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 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 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 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 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 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 08'56"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 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 also being 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; thence N.00 degrees 34'33"W., on the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 2, a distance of 1308.22 feet to the POINT OF BEGINNING.</p> <p>Parcel contains 49.19 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 property use 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 of the land shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Chapter 5J-17, Florida Administrative Code.</p>		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">               Steven E. Jefferson              Professional Surveyor and Mapper No. 5489              State of Florida           </div> <div style="text-align: right;">  </div> </div>		
<small>PREPARED BY:</small> <b>ACCURATE SURVEYING OF FLORIDA, INC.</b> 4206 NATIONAL GUARD DRIVE PLANT CITY, FLORIDA 33563 (813) 645-2300 LICENSE BUSINESS NO. 8211	<small>PREPARED FOR:</small> <b>AG INVESTMENT OF POLK COUNTY LLC</b> 5529 US HIGHWAY 98 N LAKELAND, FLORIDA 33809-3103 <small>SHEET NAME:</small> <b>SKETCH OF DESCRIPTION          HILLS OF DUNDEE - ANNEXATION PARCEL          POLK COUNTY, FLORIDA</b>	<small>CREW CHIEF:</small> N/A <small>PROJECT #:</small> STAUNGER ANNEXATION <small>DRAWN BY:</small> BB <small>CHECKED BY:</small> D.J.B. <small>REVISION DATE:</small> 01/20/23 01/28/23 <small>DATE:</small> 11/27/22 <small>SHEET</small> 1 <small>OF</small> 4

# COMPOSITE EXHIBIT "B" to Ordinance No. 23-05

## Location Map





**TOWN OF DUNDEE**

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**TO:** Town of Dundee Town Commission

**PREPARED BY:** Lorraine Peterson, Development Director

**AGENDA DATE:** July 11, 2023

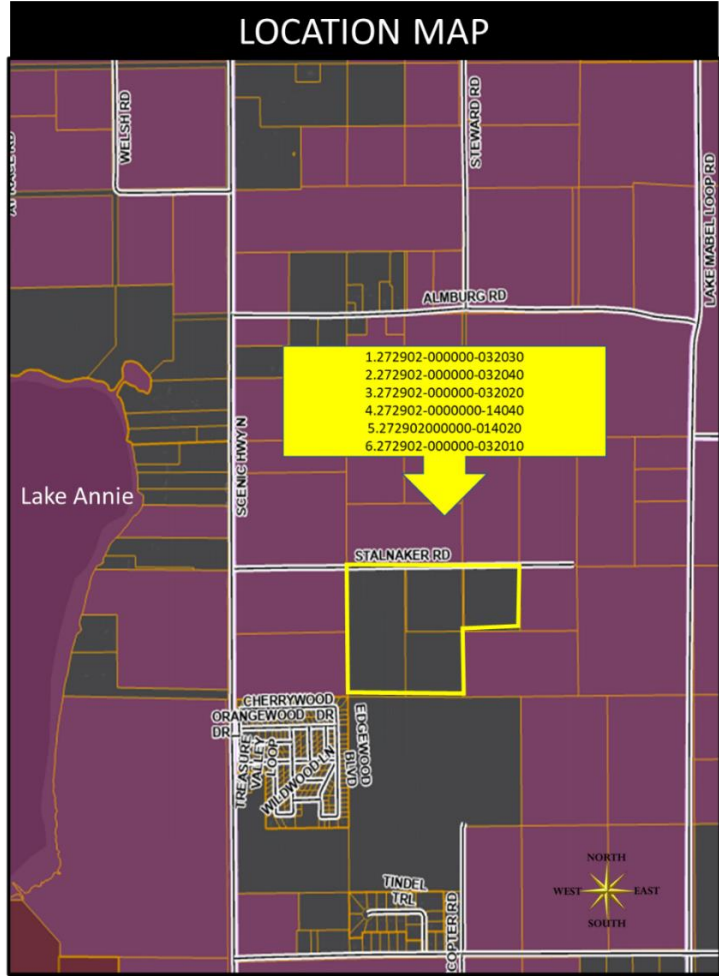
**REQUESTED ACTION:** Ordinance 23-05  
 The Town Commission will hear the Public Hearing (Adoption) reading of Ordinance 23-05 Hills of Dundee Voluntary Annexation.

**STAFF ANALYSIS:**

The Town of Dundee has received a petition for the voluntary annexation of the Hills of Dundee Subdivision from Ag Investments of Polk County, LLC-Lee Saunders, Manager.

The general location of the proposed land to be annexed is located east of Scenic Highway North, south of Stalnaker Road, and west of Lake Mabel loop and consists of six parcels: 27-29-02-000000-032040,27-29-02-000000-032020,27-29-02-000000-032030,27-29-02-000000-032010,27-29-02-000000-014020,27-29-02-000000-014040. The proposed area consists of approximately 50.36 +/- acres.





The proposed Ordinance 23-05 was prepared by Town Staff and Consultants. The first reading was held on June 13, 2023 and unanimously approved to move on to second reading.

**CONCURRENCY:**

Potable Water-

- The developer will construct potable water lines.
- The Town of Dundee will be the service provider.
- Available water capacity 140,281 gpd

Sanitary Sewer-

- The developer will construct sewer lines.
- The Town of Dundee will be the service provider.
- Available sanitary sewer capacity

### Solid Waste-

- The Town of Dundee will be the service provider.
- There is available landfill capacity for solid waste for the next 65 years at 3.47lbs pcd.

### Parks, Recreation and Open Space-

- East Central Park is the nearest recreational area at 2.41 +/- miles southwest of the proposed annexation site. East Central Park is located at the corner of Lake Mable Loop Rd. and Lake Trask Rd. The park consists of the following:
  - Three 200 foot and one 300-foot lit baseball fields
  - Basketball court
  - Racquetball court
  - Football/Soccer fields
  - Two sand volleyball courts
  - Five horseshoe pits
  - Seven small picnic pavilions
  - Nearly mile long jogging and walking trail with 14 fitness stations
  - Four press boxes
  - Seating for 200
  - Two playgrounds with rubberized surfaces

### Roads-

- Scenic Highway North (SR 17)
  - state road, urban collector road, current LOS is C, paved road, road is 30' wide
  - Available peak hour capacity is 392 going north (link#5206N) and 382 going south (link# 5206S)
- Stalnaker Road
  - county road, unpaved road,
- Lake Mabel Loop
  - county road, rural minor collector, current LOS C, paved road, 20" wide road
  - Available peak hour capacity is 711 going north (link#8203N) and 707 going south (link#8203S).

### **SURROUNDING USES:**

Table 1 below lists the Future Land Use (FLU) designations, zoning and the existing uses surrounding the subject site that are immediately adjacent.

Table 1 Surrounding Uses

<p><b>Northwest Town of Dundee</b> FLU: LDR/ Low Density Residential Zoning: RSF-2 Citrus</p>	<p><b>North Town of Dundee</b> FLU: LDR Zoning: RSF-3/RSF-2 Citrus</p>	<p><b>Northeast Town of Dundee</b> FLU: LDR Zoning: RSF-2/PUD-MU Citrus</p>
<p><b>West Town of Dundee</b> FLU: LDR/Low Density Residential Zoning: Unassigned Farmland</p>	<p><b>Subject Site Polk County</b> FLU: A/RR (Agricultural Rural Residential) Farmland</p>	<p><b>East Town of Dundee</b> FLU: LDR Zoning: PUD/PUD-MU Farmland</p>
<p><b>Southwest Polk County</b> FLU: A/RR Twin Fountains MHP</p>	<p><b>South Polk County</b> FLU: INST- 1/Institutional Citrus</p>	<p><b>Southeast Polk County/Town of Dundee</b> FLU: INST-1/LDR Citrus</p>

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

**STAFF RECOMMENDATION:**

Staff recommends approval of Ordinance 23-05

**Attachments:**

Ordinance 23-05

**EXHIBIT "A"**  
**To Ordinance 23-05**

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SPACE FOR RECORDING

**ORDINANCE NO.: 23-05**

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: SIX PARCELS LOCATED EAST OF SCENIC HIGHWAY NORTH, SOUTH OF STALNAKER ROAD, AND WEST OF LAKE MABEL LOOP. THE AREA COVERED BY THIS REQUEST INCLUDES 50.36 +/- ACRES.)**

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

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

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

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

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

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

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

3. All ordinances in conflict herewith are hereby repealed.

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

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

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

INTRODUCED on first reading this 13th day of June, 2023.

PASSED on second reading this 11th day of July, 2023.

TOWN OF DUNDEE, FLORIDA

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Mayor-Samuel Pennant

ATTEST:

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TOWN CLERK – Trevor Douthat

Approved as to form:

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TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT "A"  
To Ordinance 23-05

OFFICE COPY ONLY FEB 06 2023



**Town of Dundee**

**Voluntary Annexation Application**

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

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

**SITE INFORMATION**

Project Name: The Hills of Dundee

Parcel I.D.#: 27-29-02-000000-032040; 27-29-02-000000-032020; 27-29-02-000000-032030

27-29-02-000000-032010; 27-29-02-000000-014020; & 27-29-02-000000-014040  
Site Address or General Location: SE corner of Scenic Highway and Stalnacker Road

Present Use of the Property: Abandoned citrus grove

Existing Structures Located on the Site: None

Total Acreage: 49.19 Number of Residents on Site: 0

Legal Description of the Property: See attached

**PROPERTY OWNER:**

Name: Ag Investments of Polk County, LLC - Lee Saunders, Manager

Mailing Address: 5529 US Hwy 98 N

City: Lakeland State: FL Zip: 33809

Home/Mobile Phone: 863-660-4803 Email Address: lee@landsearchfl.com

**APPLICANT/AGENT:**

Name: Ag Investments of Polk County, LLC - Lee Saunders, Manager

Mailing Address: 5529 US Hwy 98 N

City: Lakeland State: FL Zip: 33809

Home/Mobile Phone: 863-660-4803 Office: (863) 858-5686

Email Address: lee@landsearchfl.com

Applicant is:  Owner  Agent/Representative  Purchaser  Lessee

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



# Town of Dundee

## Voluntary Annexation Application

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

### STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), Lee Saunders, Manager, AG Investments of Polk County, LLC being duly sworn, depose and say that (I) (we) own one or more of the properties involved in this petition and that (I) (we) authorize the Town of Dundee to process this petition for annexation into the Town, in accordance with all adopted Town rules and regulations, and in conformance with State law.

Further (I) (we) or any agent or lessee of the subject property authorized by (me) (us) to file this petition, deposes and say that the statements and answers contained in the application for annexation, and any information attached thereto, present the arguments in behalf of this petition to the best of (my) (our) ability; and that the statements and information referred to above are in all respects true and correct to the best of (my) (our) knowledge and belief.

[Signature]  
Signature of Owner

Lee Saunders, Manager  
Printed Name/Title of Owner

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name of Owner

### OWNERS

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name/Title of Owner

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name of Owner

STATE OF FLORIDA  
COUNTY OF POLK

### OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 19 day of January, 2023, by, as, on its behalf, who is personally known to me or who has produced AK as identification.



Notary Public, State of Florida  
[Signature]  
Printed Name Pamela G. Chancey

My commission expires: 10-15-2024





# Town of Dundee

## Voluntary Annexation Application

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

### FINANCIAL RESPONSIBILITY FORM

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

Name: Lee Saunders Title: Manager

Company: AG Investments of Polk County, LLC

Company Address: 5529 US Hwy 98 N

City/State/Zip Code: Lakeland / FL/ 33881

Telephone Number: 863-660-4803

Email Address: lee@landsearchfl.com

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

1. Signed this 14<sup>th</sup> day of January, 2023.  
*Lee Saunders*

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

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 19 day of January, 2023 by, as, on its behalf, who is personally known to me or who has produced PL as identification.



PAMELA G. CHANCEY  
Commission # HH 010422  
Expires October 15, 2024  
Bonded Three Budget Notary Services



*Pamela G. Chancey*  
Notary Public, State of Florida

Pamela G. Chancey  
Printed Name

My commission expires: 10-15-2024

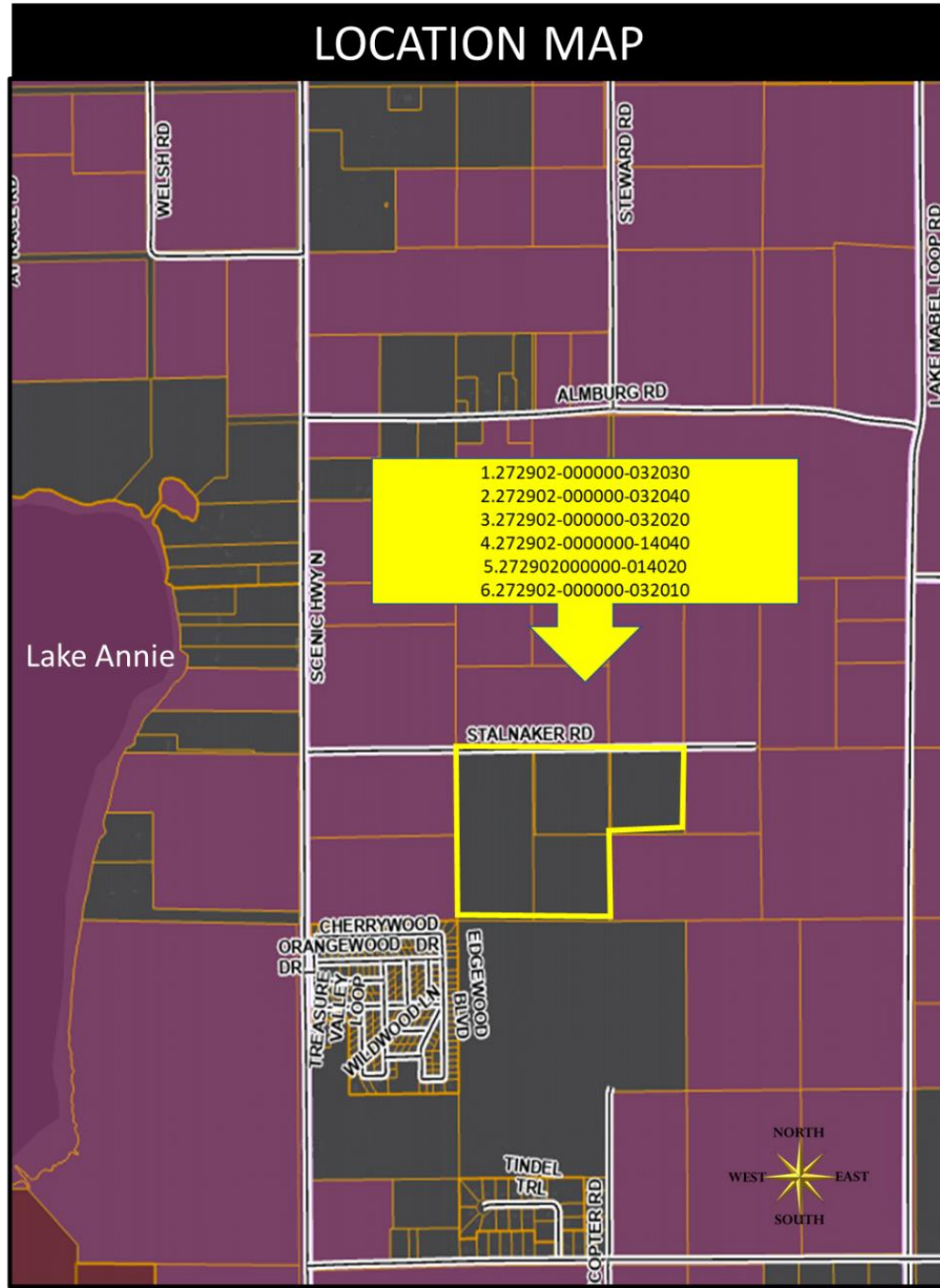
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<b>SURVEYOR'S REPORT</b>		
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<b>SURVEYOR'S CERTIFICATE</b>		
I, the undersigned Professional Surveyor and Mapper, hereby certify that this Sketch of Description was prepared under my direct supervision, that to the best of my knowledge, information and belief is a true and accurate representation of the land shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Chapter 5J-17, Florida Administrative Code.		
 STEVEN C. JORGENSEN 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	DRAWN BY: BB DATE: 11/27/22 CHECKED BY: D.J.B. SHEET 1 OF 4 REVISION DATE: 01/20/23 01/28/23

### COMPOSITE EXHIBIT "B" to Ordinance No. 23-05

#### Location Map





# TOWN COMMISSION MEETING

July 11, 2023, at 6:30 PM

Item 2.

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<b>AGENDA ITEM TITLE:</b>	RESOLUTION NO. 23-12, STORMWATER MANAGEMENT FEES
<b>SUBJECT:</b>	The Town Commission will consider Resolution 23-12, Stormwater Management Fees
<b>STAFF ANALYSIS:</b>	<p>The Town has partnered with Susan Schoettle-Gumm, Attorney-at-Law for the purposes of levying and collecting the Town’s stormwater fee for FY 2023-2024 using the ad valorem property tax bill method in accordance with F.S. §197.3632 and §403.0893. Town Staff is updating the technical data for preparation of the preliminary and final rolls for submittal to the Property Appraiser and Tax Collector.</p> <p>The stormwater utility provides funding for the Town’s stormwater management services and facilities with the adoption of Ordinance No. 03-22.</p> <p>This preliminary resolution is directing the preparation of a Preliminary Roll, authorizing a public hearing, and directing the provision of mailed and published notice of such hearing, and directing preparation of an Annual Resolution to approve the Final Roll, after a public hearing, and directing the billing and collection using the uniform collection process.</p>
<b>FISCAL IMPACT:</b>	None
<b>STAFF RECOMMENDATION:</b>	Staff recommends approval
<b>ATTACHMENTS:</b>	Resolution 23-12

**RESOLUTION NO. 23-12**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO THE REIMPOSITION OF STORMWATER MANAGEMENT FEES WITHIN THE TOWN OF DUNDEE, FLORIDA; PROVIDING FINDINGS; PROVIDING AUTHORITY; PROVIDING FOR PURPOSE AND EFFECT; PROVIDING FINDINGS OF BENEFIT AND FAIRNESS; PROVIDING FOR IMPOSITION AND COMPUTATION OF FEE; DIRECTING PREPARATION OF A PRELIMINARY ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE OF SUCH HEARING AND OF THE PROPOSED FEE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, as authorized in Florida Statutes §403.0893, the Town of Dundee ("Town") created and implemented a Stormwater Utility to provide funding for the Town's stormwater management services and facilities with the adoption of Ordinance No. 03-22 (subsequently codified as Chapter 44, Article VIII of the Code of Ordinances of the Town of Dundee, Florida ("Code")), and subsequently began imposing a stormwater management utility fee collected pursuant to the Uniform Collection Act in Florida Statutes §197.3632; and

**WHEREAS**, the Town previously engaged a rate consulting firm to analyze and reasonably adjust the Town's stormwater management utility fee rate based on updated budget and cost information, and the "Town of Dundee Water, Wastewater and Stormwater Rate Study, Final Report – January 8, 2019" ("2019 Report") was prepared by Raftelis Financial Consultants, Inc. ("Raftelis"); and

**WHEREAS**, based on the Town's projected stormwater management budgets and the analysis presented in the 2019 Report prepared by Raftelis, the Town Commission adopted Ordinance No. 19-20, adopted and effective on March 26, 2019, establishing a stormwater fee of \$34.50 per EDU per year to be imposed and collected pursuant to Chapter 197 of the

Florida Statutes and specifically Florida Statutes § 197.3632 (“Uniform Assessment Collection Act”) beginning with the tax bills mailed in 2019; and

**WHEREAS**, the Town adopted and imposed the updated stormwater fee on the 2019, 2020, 2021 and 2022 ad valorem tax bills in accordance with the process and procedures established in Resolution No. 2019-06 to assist with fulfilling the requirements of F.S. Chapter 197; and

**WHEREAS**, the Town Commission is adopting this Preliminary Resolution for FY2023-24 directing the preparation of a Preliminary Roll, authorizing a public hearing, and directing the provision of mailed and published notice of such hearing, and directing preparation of an Annual Resolution to approve the Final Roll, after a public hearing, and directing the billing and collection using the uniform collection process; and

**WHEREAS**, the Town Commission of the Town of Dundee, Florida, deems it to be in the best interest of the citizens and residents of the Town of Dundee to adopt this FY2023-24 Preliminary Resolution.

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

**Section 1. Authority.** That this FY2023-24 Preliminary Stormwater Management Utility Rate Resolution (“Preliminary Resolution” or “2023 Preliminary Resolution”) is adopted pursuant to the provisions of the Stormwater Management Utility Ordinance, as amended (codified as Chapter 44, Article III of the Town of Dundee Code of Ordinances); Resolution No. 2019-06 and related resolutions; Florida Statutes Chapters 170 and 197, and Florida Statutes Sections 166.021, 166.041 and 403.0893 and other applicable provisions of law.

**Section 2. Purpose and Effect.** This Resolution constitutes the 2023 Preliminary Resolution initiating the annual process for updating the Stormwater Roll and directs the reimposition of Stormwater Management Utility Fees for the Fiscal Year beginning October 1, 2023, pursuant to the provisions of Chapter 44, Article VIII of the Town of Dundee Code, as amended, and Florida Statutes Chapter 197 and §404.0893. This Resolution directs the preparation of a Preliminary Roll, the provision of mailed and published notice, and also

establishes a date for a public hearing to be held before adoption of an Annual Resolution by the Town Commission to approve a Final Roll to be submitted to the Polk County Tax Collector for inclusion on the annual ad valorem property tax bill. Stormwater Management Utility Fees approved by adoption of an Annual Resolution shall constitute a lien upon the property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. Adoption of the Annual Resolution after the public hearing and approval of the Final Roll shall be the final adjudication of the issues presented (including, but not limited to, the determination of benefit and fair apportionment, the method of apportionment and levy, the stormwater management rate, the Final Roll and the levy, collection and lien of the stormwater management fees), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of the Annual Resolution.

**Section 3. Findings of Benefit.** It is ascertained, determined, and declared by this Resolution that each property located within the Town included on the Preliminary Roll will be benefited by the Town's provision of stormwater management services, facilities, or programs and that the amount of the stormwater management fee charged to each property on the Preliminary Roll is fair and reasonable.

**Section 4. Imposition and Computation.** The Stormwater Management Utility Fee of \$34.50/EDU shall be imposed against all property included in the Preliminary Roll as determined under the 2019 Report; Chapter 44, Article VIII of the Code, as amended; and associated Town resolutions detailing the determination of EDUs and related issues. It is hereby determined and declared that the Stormwater Management Utility Fee for Fiscal Year 2023-24 proposed in this Preliminary Resolution, as may be adopted by an Annual Resolution, shall be collected under the Uniform Assessment Collection Act.

**Section 5. Preliminary Roll.** The Town Manager or designee is directed to prepare, or cause to be prepared, an updated Preliminary Roll for the Fiscal Year commencing October 1, 2023, in the manner provided in Chapter 44, Article VIII of the Code, as amended; resolutions adopted by the Town Commission detailing the calculation of EDUs and related issues; and this Resolution. The amount any property has due as a delinquency or amount due of the Stormwater Management Fee imposed in any prior year and remaining unpaid shall be collected along with

the applicable Stormwater Management Fee due for that property for Fiscal Year 2023-24. A copy of this Preliminary Resolution; previously adopted related Resolutions; Chapter 44, Article VIII of the Code; the 2019 Report, and the updated Preliminary Roll shall be maintained on file in the office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Preliminary Roll proposed for the Fiscal Year beginning October 1, 2023, be in printed form if the amount of the stormwater management fee for each property can be determined through contact with the Town.

**Section 6. Authorization of Public Hearing.** There is hereby established a public hearing to be held at 6:30 p.m. on September 12, 2023, in the Town Commission Chambers, 202 E. Main Street, Dundee, Florida, at which time the Town Commission will receive and consider any written or verbal comments on the Preliminary Roll from the public and affected property owners and consider imposing the Stormwater Management Utility Fee for the Fiscal Year beginning October 1, 2023 and collecting such fees on the same bill as ad valorem taxes. After the Public Hearing, the Town Commission will consider an Annual Resolution and may make such modifications to the Preliminary Roll as determined to be necessary for approval of the Final Roll.

**Section 7. Notice of Publication.** The Town Clerk shall publish a notice of the public hearing authorized by Section 6 of this Preliminary Resolution in the manner and time provided in Florida Statutes, Chapter 197. The notice shall be published no later than twenty (20) days prior to the public hearing.

**Section 8. Notice by Mail.** The Town Manager or designee shall provide information on the public hearing and the Preliminary Roll to the Polk County Property Appraiser's Office to be included in the TRIM (Truth in Millage) Notice to serve as first class notice as required by Florida Statutes Chapter 197.

**Section 9. Conflict.** That all resolutions or parts of resolutions related to the Stormwater Management Utility Fee that conflict with this Resolution are superseded and supplanted to the extent of such conflict.

**Section 10. Severability.** That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be void, unconstitutional or invalid,



in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 16. Correction of Scrivener’s Errors.** The correction of typographical and/or scrivener’s errors in this Resolution, which do not affect the intent may be authorized by the Town Manager or her/his designee, without the need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

**Section 17. Effective Date.** This Resolution shall be in force and take effect immediately upon its passage and adoption.

**INTRODUCED AND PASSED** this \_\_\_\_\_ day of July, 2023.

**TOWN OF DUNDEE**

(SEAL)

By: \_\_\_\_\_  
Sam Pennant, Mayor

Attest:

\_\_\_\_\_  
Trevor Douthat, Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney



# TOWN COMMISSION MEETING

July 11, 2023, at 6:30 PM

**AGENDA ITEM TITLE:** RESOLUTION NO. 23-13, FIRE ASSESSMENT FEE

**SUBJECT:** The Town Commission will consider Resolution 23-13, Fire Assessment Fee

**STAFF ANALYSIS:**

A Fire Assessment Fee is a charge against real property to pay for fire protection services. The charges will be a part of the Ad Valorem Tax Roll.

If the Town Commission would like to move forward with this process, legal will begin developing an Ordinance as a part of the process of implementing a Fire Assessment Fee.

The Town has partnered with Susan Schoettle-Gumm, Attorney-at-Law for the purposes of levying and collecting the Town’s Fire Assessment fee for FY 2023-2024 using the ad valorem property tax bill method in accordance with F.S. §197.3632 and §403.0893. Town Staff is updating the technical data for preparation of the preliminary and final rolls for submittal to the Property Appraiser and Tax Collector.

<b>Residential Property Use Category</b>	<b>Rate Per Dwelling Unit</b>
Residential	\$100.00
<b>Non-Residential Use Categories</b>	<b>Rate Per Square Foot</b>
Commercial	\$0.07
Industrial/Warehouse	\$0.01
Institutional	\$0.03
<b>Vacant Land Property Use Category</b>	<b>Rate Per Parcel</b>
Vacant Property	\$9.00

**FISCAL IMPACT:** None

**STAFF RECOMMENDATION:** Staff recommends approval Resolution No. 23-13

**ATTACHMENTS:**

Resolution 23-13

**RESOLUTION NO. 23-13**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO THE REIMPOSITION OF FIRE PROTECTION SERVICES ASSESSMENTS WITHIN THE TOWN OF DUNDEE, FLORIDA; PROVIDING FINDINGS; PROVIDING AUTHORITY; PROVIDING FOR PURPOSE AND EFFECT; PROVIDING FINDINGS OF BENEFIT AND FAIRNESS; PROVIDING FOR IMPOSITION AND COMPUTATION OF ASSESSMENTS; DIRECTING PREPARATION OF A PRELIMINARY ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE OF SUCH HEARING AND OF THE PROPOSED FIRE ASSESSMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Town of Dundee, Florida ("Town") has enacted Ordinance No. 22-18 ("Fire Assessment Ordinance" or "Ordinance"), codified as Chapter 22, Art. IV of the Code of Ordinances of the Town of Dundee, Florida ("Code") which authorizes the imposition of Fire Protection Services Assessments ("Fire Assessments") for Fire Protection Services, facilities and programs on Assessed Property located within the corporate limits of the Town; and

**WHEREAS**, the Town previously engaged Government Services Group, Inc. to analyze, prepare, and document the methodology, data, and assumptions for the development of Fire Assessments for the Town with the resulting "Town of Dundee, Florida, Fire Assessment Memorandum, dated June 2022" ("Assessment Memorandum"); and

**WHEREAS**, the Town initiated and completed the imposition and collection of Fire Assessments for FY2022-23 by following the process and procedures in the Fire Assessment Ordinance, which included the adoption of Resolution No. 22-22 ("Initial Resolution"), the provision of mailed and published notice of Fire Assessments, the adoption of Resolution No. 22-34 ("Final Resolution") after holding a public hearing on the proposed Fire Assessments, and the levying and collection of the Fire Assessments pursuant to Florida Statutes § 197.3632 ("Uniform Assessment Collection Act"); and

**WHEREAS**, the Town Commission has determined that the imposition of the Fire Assessment each fiscal year is an equitable and efficient method of allocating and apportioning the assessable costs of Fire Protection Services to provide funding for such essential services; and

**WHEREAS**, the Town Commission has determined that the findings, determinations and conclusions in the Fire Assessment Ordinance, the Initial Resolution and the Final Resolution are correct and that the process and procedures in the Fire Assessment Ordinance should be used to reimpose the Fire Assessment for the upcoming fiscal year; and

**WHEREAS**, the Town Commission is adopting this Preliminary Resolution for FY2023-24 directing the preparation of a Preliminary Roll, authorizing a public hearing, and directing the provision of mailed and published notice of such hearing, and directing preparation of an Annual Resolution to approve the Final Roll, after a public hearing, and directing the billing and collection using the uniform collection process; and

**WHEREAS**, the Town Commission deems it to be in the best interest of the citizens and residents of the Town of Dundee to adopt this Preliminary Resolution.

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

**Section 1. Recitals.** The above factual recitals (WHEREAS clauses) are legislative findings of the Town Commission of the Town of Dundee and are hereby incorporated herein and considered to be a factual and material basis for the introduction, passage, and adoption of this Resolution.

**Section 2. Authority and Interpretation.** That this FY2023-24 Preliminary Fire Protection Services Assessment Rate Resolution (“Preliminary Resolution” or “2023 Preliminary Resolution”) is adopted pursuant to the provisions of the Fire Assessment Ordinance (codified as Chapter 22, Article IV of the Town of Dundee Code of Ordinances); Resolution Nos. 22-22 and 22-34; Florida Statutes Chapter 197, and Florida Statutes Sections 166.021, 166.041 and other applicable provisions of law. This Resolution, being necessary for the welfare of the inhabitants of the Town, shall be liberally construed in favor of the Town to effect the purposes of the Fire Assessments.

Capitalized terms in this Resolution shall have the meaning specified in this Resolution or, if not specifically defined in this Resolution, shall have the meaning specified in the Fire Assessment Ordinance, the Assessment Memorandum, the Initial Resolution, or the Final Resolution.

**Section 3. Purpose and Effect.** This Resolution constitutes the 2023 Preliminary Resolution, as defined and described in the Fire Assessment Ordinance, specifically in §§22-48 and 22-61 of the Code, initiating the annual process for updating the Fire Assessment Roll and directs the reimposition of Fire Assessments for the Fiscal Year beginning October 1, 2023, pursuant to the provisions of the Fire Assessment Ordinance and Florida Statutes Chapter 197. Pursuant to the Fire Assessment Ordinance and Resolution Nos. 22-22 and 22-34, this Preliminary Resolution directs the preparation of a Preliminary Roll, the provision of mailed and published notice, and also establishes a date for a public hearing to be held before adoption of an Annual Resolution by the Town Commission to approve a Final Roll to be submitted to the Polk County Tax Collector for inclusion on the annual ad valorem property tax bill. Fire Assessments approved by adoption of an Annual Resolution shall constitute a lien upon the property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. Adoption of the Annual Resolution after the public hearing and approval of the Final Roll shall be the final adjudication of the issues presented (including, but not limited to, the determination of benefit and fair apportionment, the method of apportionment and levy, the Fire Assessment rates, the Final Roll and the levy, collection and lien of the Fire Assessment), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of the Annual Resolution.

**Section 4. Findings of Benefit, Fair Apportionment and Reasonableness.** It is ascertained, determined, and declared by this Resolution that each property located within the Town included on the Preliminary Roll will be specially benefited by the Town's provision of fire protection services, facilities, or programs and that the amount of the Fire Assessment charged to each property on the Preliminary Roll is fair and reasonable. The findings, determinations and conclusions, including but not limited to findings of benefit, fair apportionment, and reasonableness, in the Fire Assessment Ordinance, the Initial Resolution, the Assessment Memorandum, and the Final Resolution, are hereby specifically ratified and confirmed.

**Section 5. Imposition and Computation.** The Fire Assessment shall be computed for and imposed against all property included in the Preliminary Roll as determined under the Fire Assessment Ordinance; the Assessment Memorandum; and the Initial Resolution, as modified and confirmed by the Final Resolution; and this Preliminary Resolution. It is hereby determined and declared that the Fire Assessment for Fiscal Year 2023-24 proposed in this Preliminary Resolution, as may be adopted by an Annual Resolution, shall be collected under the Uniform Assessment Collection Act. It is hereby determined and declared that the preliminary Fire Assessment rates for FY2023-24 shall be:

<b>Preliminary Fire Protection Services Assessment Rates</b>	
<b>Residential Property Use Category</b>	<b>Rate Per Dwelling Unit</b>
Residential	\$100.00
<b>Non-Residential Property Use Category</b>	<b>Rate Per Square Foot</b>
Commercial	\$0.07
Industrial/Warehouse	\$0.01
Institutional	\$0.03
<b>Vacant Land Property Use Category</b>	<b>Rate Per Parcel</b>
Vacant Property	\$9.00

**Section 6. Preliminary Roll.** The Town Manager or designee is directed to prepare, or cause to be prepared, an updated Preliminary Roll for the Fiscal Year commencing October 1, 2023, in the manner provided in the Fire Assessment Ordinance; the Assessment Memorandum; Resolution Nos. 22-22 and 22-34; and this Resolution. The amount any property has due as a delinquency or amount due of the Fire Assessment imposed in any prior year and remaining unpaid shall be collected along with the applicable Fire Assessment due for that property for Fiscal Year 2023-24. A copy of this Preliminary Resolution; Resolution Nos. 22-22 and 22-34; the Assessment Memorandum; the Fire Assessment Ordinance; and the updated Preliminary Roll shall be maintained on file in the office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Preliminary Roll proposed for the Fiscal Year beginning October 1, 2023, be in printed form if the amount of the Fire Assessment for each property can be determined through contact with the Town.

**Section 7. Authorization of Public Hearing.** There is hereby established a public hearing to be held at 6:30 p.m. on September 12, 2023, in the Town Commission

Chambers, 202 E. Main Street, Dundee, Florida, at which time the Town Commission will receive and consider any written or verbal comments on the Preliminary Roll from the public and affected property owners and consider imposing the Fire Assessments for the Fiscal Year beginning October 1, 2023 and collecting such assessments on the same bill as ad valorem taxes. After the Public Hearing, the Town Commission will consider an Annual Resolution and may make such modifications to the Preliminary Roll as determined to be necessary for approval of the Final Roll.

**Section 8. Notice of Publication.** The Town Clerk shall publish a notice of the public hearing authorized by Section 7 of this Preliminary Resolution in the manner and time provided in Florida Statutes, Chapter 197 and in the Fire Assessment Ordinance. The notice shall be published no later than twenty (20) days prior to the public hearing.

**Section 9. Notice by Mail.** The Town Manager or designee shall provide information on the public hearing and the Preliminary Roll to the Polk County Property Appraiser's Office to be included in the TRIM (Truth in Millage) Notice to serve as first class notice as required by Florida Statutes Chapter 197 and in the Fire Assessment Ordinance.

**Section 10. Conflict.** That all resolutions or parts of resolutions related to the Fire Assessments that conflict with this Resolution are superseded and supplanted to the extent of such conflict. However, nothing in this Resolution shall affect Fire Assessments previously adopted and imposed by the Town.

**Section 11. Severability.** That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be void, unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 12. Correction of Scrivener's Errors.** The correction of typographical and/or scrivener's errors in this Resolution, which do not affect the intent may be authorized by the Town Manager or her/his designee, without the need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

**Effective Date.** This Resolution shall be in force and take effect immediately upon its passage and adoption.

**INTRODUCED AND PASSED** this \_\_\_\_\_ day of July, 2023.

**TOWN OF DUNDEE**

(SEAL)

By: \_\_\_\_\_  
Sam Pennant, Mayor

Attest:

\_\_\_\_\_  
Trevor Douthat, Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney





# TOWN COMMISSION MEETING

July 11, 2023 AT 6:30 PM

Item 4.

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<b>AGENDA ITEM TITLE:</b>	DISCUSSION & ACTION, RFP 22-06 MOBILE EVENT STAGE AWARD
<b>SUBJECT:</b>	The Town Commission will consider approval of the award of RFP 22-06 for the Mobile Event Stage to Central Industries.
<b>STAFF ANALYSIS:</b>	<p>Town commission approved staff to release RFP 22-06 for a Mobile Event Stage and the bid opening took place on January 06, 2023. The 2022 – 2023 budget approved a <b>used</b> mobile stage for \$70,000. Town Staff could not locate an appropriate used stage which is why the Commission approved releasing RFP 22-06 for a new stage. Per your instructions at the January 2023 meeting, we went back to find a used stage but were unsuccessful.</p> <p>The Town received one bid from Central Industries quoted at \$115,308. The bid amount exceeds the 2022 – 2023 budgeted amount by \$45,000. Considering the 14-month delivery timeline, we will roll this budgeted amount into the 2023 – 2024 FY budget and increase it by \$45,000. If approved, this option will enable the Town to lock in the current price by paying the required 25% deposit.</p>
<b>FISCAL IMPACT:</b>	\$115,308.00
<b>STAFF RECOMMENDATION:</b>	Approval to award RFP 22-06 to Central Industries for the bid price of \$115,308.
<b>ATTACHMENTS:</b>	RFP 22-06, Mobile Event Stage RFP 22-06 Central Industries Bid 20230110 TC Minutes

**Enclosed (1) original**

*Item 4.*

**Please excuse the (5) copies not enclosed.**

**I do not have the resources to print all these pages on my printer.**

# THE TOWN OF DUNDEE, FLORIDA

ORIGINAL



## REQUEST FOR PROPOSAL FOR MOBILE EVENT STAGE TRAILER

**RFP NUMBER: 22-06**

**Responses are due by 4:30PM on January 05, 2023**

### MAIL OR DELIVER RESPONSES TO:

Town of Dundee  
Attn: RFP 20-06  
202 East Main Street  
PO BOX 1000  
Dundee, FL 33838

**Contact:**  
Jenn Garcia  
Assistant Town Manager/Town Clerk  
Town of Dundee  
Email: [JGarcia@TownofDundee.com](mailto:JGarcia@TownofDundee.com)  
(863) 438-8330, Ext 258

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**Please note that the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all bids received pursuant to this RFP 22-06, re-advertise RFP 22-06, 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.**





**RFP 22-06**  
**FY 2022-23 MOBILE EVENT STAGE TRAILER**

Sealed Bids marked "**SEALED BID – FY 2022-23 Mobile Event Stage Trailer**" will be received by the Town Manager of the Town of Dundee, Florida, until **January 05, 2023, at 4:30 P.M.**, at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

14'D x 24'L mobile event stage trailer (the "Stage") that will be used for events and small concerts during Town events, and the Stage must include lighting for the stage area, electrical outlets, storage areas, stairs, generator hook up and must have stabilizer jacks. A sketch drawing of the Stage is attached to the WORK SUMMARY as Exhibit "A" and made a part hereof by reference. The Town of Dundee requires that the Stage be constructed for single person operation, and the Stage must be weatherproofed with an awning over the stage area. Bidder must supply specs and drawings of the purposed stage trailer and price must include delivery and training of the unit.

General specs that are expected:

**Self-contained hydraulic system-** with remote control pendant, deep-cycle batteries, and battery charger, for fast, easy, one-person set up.

**Powered protective canopy-** extends beyond the front edge and sides of the stage for full coverage, includes automatic mechanical and hydraulic dual-safety canopy locking systems.

**Powered stage deck-** all weather folding stage deck that is equal in length to the main rear stage deck.

**Highway Rated Tires-** includes electric brakes on four wheels.

**Heavy-duty tandem axle suspension-** equalizer system allows towing over curbs and rough ground.

**Pintle towing coupler-** rugged lunette ring coupler.

**Heavy-duty Tongue Jack-** mounted on trailer tongue.

**Rugged support frame-** dual 18" deep steel-channel backbone main frame.

**Crank leveling/support jacks-** four (4) 25,000lb capacity, corner jacks pivot for extra ground clearance during towing and reduced cranking during setup.

**Breaker panel-** 125-amp capacity, (3) 20-amp breakers, 50ft of 10/3 W cable, receptacles at each inside end of stage, and in mechanical compartment.

**LED stage lighting-** two rows of linear LED lights, one row mounted at front edge of canopy, with a second row mounted at the canopy hinge-line, providing maximum stage and performer illumination

**Storage lockers-** two curb-side compartments with locking hardware for equipment and systems security.

**Stairs -** (2) sets of steel stairs with enclosed ADA treadplate treads, adjustable leveling legs, and removable safety handrails on two sides.

**DOT required-** signal, marker lights, reflectors, and license light, with 12VDC connector cable.

**Certified by Structural Engineer**

**On January 06, 2023 at 10:00AM,** bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

The project specified shall be furnished in accordance with this Request for Proposal, Work Specifications, Terms and Conditions, and Work Summary attached hereto and made a part hereof as if fully set forth herein.

Questions may be submitted to the Assistant Town Manager until **4:30pm on December 30, 2022.** For more information regarding this RFP 22-06, please contact **Jenn Garcia, Assistant Town Manager, (863) 438-8330** or by e-mail at [JGarcia@TownofDundee.com](mailto:JGarcia@TownofDundee.com)

**Public Records -** It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2019). As such, do not submit any document(s) that you do not want to be made public.

Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

A client reference list that includes at least **three (3) references and a summary of the bidders' qualifications and experience** should be submitted in the bid packet.

The bidder shall submit a **tentative timeline** detailing the process and anticipated timeline necessary to complete the project.

**An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Jenn Garcia, Assistant Town Manager, Town of Dundee, Florida, and marked RFP 22-06: MOBILE EVENT STAGE TRAILER.**

The Town of Dundee welcomes your response to this RFP 22-06. 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 22-06 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 22-06. 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 bids received pursuant to this RFP 22-06, re-advertise RFP 22-06, 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:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this Request for Proposal For Mobile Event Stage Trailer RFP 22-06 (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 if the Contractor does not transfer the records to the public agency.
- iv) Upon completion of the Contract (as defined in Section 2), transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all

public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- f) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, [JGarcia@TownofDundee.com](mailto:JGarcia@TownofDundee.com), P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

**If the Contractor does not comply with a public records request, the Town shall enforce the Contract provisions which may include immediate termination of the Contract.**

- g) It shall be understood and agreed that by the submission of a proposal, the Contractor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- h) It is the intent of the Town that this RFP promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFP to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.
- i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

## 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) **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 CERTIFIATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov](http://www.dhs.gov) le-verify or contact USCIS at 1-888-464- 4218.

#### **CONSTRUCTION-RELATED CLAUSES**

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the Contractor or by any Subcontractor engaged to do a portion of the work.

The Contractor shall supply each of its Subcontractors with a copy of all of the Contract Documents.

**28) ERRORS:**

If the Contractor discovers any error, omission, or vagueness in the Contract Documents, the Contractor shall report this discovery to the Town immediately upon learning of same. Work done after such a discovery and before the Town corrects the error, omission, or vagueness shall be at the Contractor's risk.

**29) UNIT PRICES:**

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

**30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:**

This procedure will be in accordance with Florida Administrative Code, Public Works Contracts, and Section 212.08(6) of the Florida Statutes.

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies. When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) BID PRICES.

The bid shall include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

b) ORDERING.

- i) The Town may exercise its right to direct purchase any component of the bid, at the Contractor's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor shall fully cooperate with the Town, providing information for the

preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.

- ii) Following receipt of a sales tax savings form from the Contractor, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.
- iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

c) EXPEDITING.

The Contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

d) RECEIPT.

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the performance of the Contract. The Contractor and Subcontractors shall be responsible for the safe care, custody, and control of all materials.

i) BILLINGS/PAYMENTS.

- i) All ODP's shall be billed to the Town in care of the Contractor.
- ii) The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.
- iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms. **All discounts shall accrue to the Town.**
- iv) The Contractor shall prepare a direct purchase report for the Town upon submittal of each pay request.

j) OTHER CONSIDERATIONS.

- i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.
- ii) The Contractor shall assume the risk of damage or loss at the time of the purchase.

- iii) The selection of ODP for any item(s) contained within the bid does not relieve the Contractor from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.
- iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.
- v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's contractor to certify that the tangible personal property purchased from that vendor will go into or become a part of a public works.

### **31) INSPECTION:**

- a) For the Town, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the Contractor in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.
  - i) The examination and/or assistance by the Town shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.
  - ii) The Town shall not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.
  - iii) The Town shall not be responsible for the acts or omissions of Contractor or any Subcontractors, or any of Contractor's agents or employees.
  - iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.

- c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.
- d) If the Town finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the Contractor.
- e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.
- f) The Town may order the Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

### **32) SUPERVISION:**

The Contractor shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the Town or if the Contractor discharges the project superintendent. If the Contractor is not present, the Town shall be permitted to consider the project superintendent the Contractor's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

### **33) ACCIDENT PREVENTION:**

- a) No laborer or mechanic employed in the performance of the Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment, and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.
- c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising

out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Town with these reports.

### **34) CLAIMS FOR ADDITIONAL PAY:**

If the Town issues written instructions which the Contractor believes will involve additional work and cost, the Contractor may assert a claim for extra cost only if it gives written notice to the Town Manager or his/her designee immediately after it receives the instructions and before it complies with those instructions. **The Contractor may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the Town is necessary to meet an emergency which endangers life or property.**

If the Contractor asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor, materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

### **35) FITTING AND COORDINATION OF THE WORK:**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged in the performance of the Contract. The Contractor shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

### **36) SUB-CONTRACTING:**

Nothing in the Contract Documents shall be construed to create a contractual relationship between the Town and a Subcontractor doing a portion of the work on this project, nor shall it create any obligation on the part of the Town to pay or see to the payment of any moneys due any Subcontractor. The Town shall hold the Contractor responsible for the work done by any of its Subcontractors. For any portion of the work to be sub-contracted, a list of the Subcontractors shall be furnished to the Town Manager prior to the commencing of this project(s).

### **37) MUTUAL RESPONSIBILITY OF CONTRACTORS:**

If, through acts or neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage in the performance of the Contract, the Contractor shall settle with such other, contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify the Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

**38) LINES AND GRADES:**

The Town shall establish a base line and a benchmark at each location of any separate portion of this project. The Contractor shall reference all base lines, benchmarks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The Contractor shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

**39) ASSIGNMENT OR NOVATION:**

The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the express written consent of the Town; provided however, that assignments to banks, trust companies and/or other financial institutions of payments due to Contractor may be made without the consent of the Town.

**40) OTHER CONTRACTS:**

The Town may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling its own work with that to be performed under other contracts as may be directed by the Town or Town Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, on this project or any other project.

**41) PATENT INFRINGEMENT:**

The Contractor shall indemnify the Town, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

**42) SHOP DRAWINGS:**

Where a portion of this project requires the use of shop drawings, the Contractor shall submit four (4) copies of these drawings and a schedule of the required work to the Town. The Town shall review these drawings promptly and note any corrections required to meet the intent of the plans and specifications. The Contractor shall make the noted revisions and submit four (4) copies of the revised drawings to the Town. The Town's approval of the shop drawings shall not relieve the Contractor of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

**43) PLANS AND SPECIFICATIONS:**

- a) The Town shall furnish the Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of

plans and specifications, the Contractor may obtain these if it pays the cost of reproduction.

- b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

#### **44) SUB-SURFACE DATA:**

The Town does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the Contractor shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

#### **45) FACILITIES, MATERIALS, AND EMPLOYEES:**

- a) Unless it is otherwise stipulated in the Contract Documents, the Contractor shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.
- b) The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town's applicable specifications.
- c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.
- d) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.
- e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement



thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.

- g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

**46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:**

- a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the Contractor's expense by independent laboratories and agencies approved by the Town.
- b) The Contractor shall instruct any laboratory or agency making, required tests to furnish the Town with a copy of the report made on each test and inspection.

**47) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:**

The Contractor shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the Contractor under this provision.

**48) PROTECTION OF MONUMENTS:**

The Contractor shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and benchmarks. If the work demands the temporary removal of such a monument, point, or benchmark, the Contractor shall notify the Town who shall reference the monument, point, or benchmark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or benchmark, the Town may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the Town.

**49) USE OF PREMISES:**

The Contractor shall confine its equipment, storage or materials, and construction operations to the limits set forth in the Contract Documents and as prescribed by ordinances or permits, or as determined by the Town, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

**50) WORK PROGRESS:**

- a) If the Contractor fails to proceed with the diligence required to complete the project within the time set forth in the Contract or within an extension of that time which the

Town may grant, the Town may terminate the Contractor's right to proceed with the work by providing written notice to the Contractor.

- b) If the Town terminates the Contractor's right to proceed, the Town may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of the Contract by Contractor shall constitute an acknowledgment of the surety's consent to this provision.
- c) If the Town does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

#### **51) REQUESTS FOR INTERPRETATION AND INFORMATION:**

- a) All requests for interpretation shall be in writing and submitted to the Town Manager. Whenever a written request for interpretation(s) of the Contract Documents is properly submitted, the request(s) shall be answered by way of Addenda. All Addenda will be sent to each party holding Contract Documents. The Town shall not be responsible for the safe delivery of the Addenda.

It shall be the responsibility of the party to make inquiry as to the issuance of any Addenda to the Contract. All Addenda shall become part of the Contract Documents and all parties shall be bound by such Addenda, whether received or not.

- b) It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in its possession which should be furnished by the Town under the terms of the Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various times and the latest date by which each will be required by the Contractor. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Town may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

#### **52) DISPUTES:**

- a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.
- b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.
- c) If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

### **53) CONTRACTOR INSURANCE:**

For contracts not exceeding \$500,000.00 dollars the following insurance requirements shall be met:

- i) The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (the "Owner"), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, the Contractor shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form, or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

**(1) Worker’s Compensation Insurance:**

(a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- (i) Part One: “Statutory”
- (ii) Part Two: \$500,000.00      Each Accident  
    \$500,000.00      Disease-Policy Limit  
    \$500,000.00      Disease-Each Employee

(b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

**(2) General Liability Insurance:**

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:

- (i) Mold, Fungus or Bacteria
- (ii) Terrorism
- (iii) Sexual Molestation

(b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

- (i) Architects and Engineers Professional Liability
- (ii) Exterior Insulation and Finish Systems (EIFS)

(c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000.00      General Aggregate
- (ii) \$1,000,000.00      Products/Completed Operations Aggregate
- (iii) \$1,000,000.00      Personal and Advertising Injury
- (iv) \$1,000,000.00      Each Occurrence

**(3) Automobile Liability Insurance:**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000.00 Each Occurrence – BI/PD Combined

**(4) Property Insurance:**

(a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be \$500 per occurrence.

(b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood

insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

- (c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the Contractor and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.
- ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.
- iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under the Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

#### **54) INDEMNIFICATION:**

- a) The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the Contractor including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or

organization directly or indirectly employed and/or utilized by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:

- i) Any omission, default, or negligent act of the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);
  - ii) Any and all bodily injuries, sickness, disease or death;
  - iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;
  - iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or
  - v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees and/or persons and/or entities under Contractor's direction and/or control.
  - vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees.
- b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.
  - c) This contractual indemnity shall survive the termination of this Contract.
  - d) Contractor shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof.

This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

- e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.
- f) Additionally, if Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.
- g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor
- h) The Contractor shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.
- i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the Contractor.



- j) The Contractor and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor or subcontractor or sub-subcontractor agree to notify the insurer and request the policy be endorsed with a “waiver of transfer of rights against others” or its equivalent. This “waiver of subrogation” requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the Contractor of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.
- l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

#### **55) BID BOND:**

- a) In cases where the bid price exceeds \$30,000.00, each bid must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, as guarantee that the Contractor will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) calendar days after receipt of written notice of award, enter into the Contract with the Town in accordance with the Contract Documents. **Should the Contractor fail to enter into a contract, the bid bond shall be forfeited as liquidated damages.**
- b) **No proposal or bid shall be considered unless accompanied by a bid bond in the amount and form specified.**

#### **56) PERFORMANCE AND PAYMENT BOND:**

- a) In cases where the bid price exceeds \$30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The Contractor shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the

contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).

- b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(1)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

#### 57) BONDING COMPANY QUALIFICATIONS:

- a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:
  - i) Minimum rating of "A-" or better;
  - ii) Financial Size Category of "VII" according to the A.M. Best Company; and
  - iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.
- b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.
- c) **Awards of \$500,000 or less:** Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.
- d) **Power of Attorney:** An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.
- e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

**58) PAYMENT:**

The Contract Documents shall set forth the terms and condition(s) relating to the contract price, payment(s), timing of payment(s), progress payment(s), and final payment. The Contract Documents shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project.

**59) LIENS:**

No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

**60) GUARANTEE:**

- a) The Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its entirety. The Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.
- b) Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.
- c) A notice of defect(s) will be issued by the Town. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.
- d) Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the Contractor shall notify the Town, in writing, of correction in defects. The Contractor shall transmit to the Town a copy of each certified statement as required below.
- e) Each Subcontractor shall transmit to the Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and Town, a certified statement as to:
  - i) The work performed and/or materials supplied; and
  - ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

**61) THE CONSTRUCTION AGREEMENT:**

- a) The Town will require the Contractor to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and Contractor.
- b) The contract between the Town and Contractor shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project to the Contractor.
- c) The Contractor cannot claim modification of the Contract because of any representation made by an employee of the Town or any other person.
- d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the Town may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the RFP and re-advertise the RFP.

**62) CONSTRUCTION SCHEDULE:**

- a) The Contractor shall submit to the Town for review and approval, a construction schedule at least five (5) business days before the start of project.
- b) The Contractor shall complete the work, phase(s), and/or part(s) of the project in the order set forth in the approved construction schedule.
- c) The Contractor's receipt of an approved construction schedule does not authorize the Contractor to begin work on the project.
- d) The Town's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

**63) FINAL INSPECTION:**

- a) When the work on this project(s) is substantially completed, the Contractor shall notify the Town, in writing, at least three (3) business days before the inspection date that the work will be ready for final inspection on a definite date. The Contractor shall expressly provide the date for final inspection.
- b) Prior to the final inspection, the Contractor shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during the performance of the project. The Contractor's duty to clear the project site prior to final inspection does not relieve the Contractor of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the Contract.

**64) CONSTRUCTION AND CONSULTING EVALUATION:**

- a) The award of contracts by the Town for construction and/or consulting service(s) is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of Section 287.055 of the Florida Statutes (Consultants Competitive Negotiation Act) for applicable consulting services. In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town or other entity
- b) A Construction and Consulting Evaluation Form shall be completed by the department head or Town Manager for the project. The form shall be completed upon the completion of the project and submitted to the Office of the Town Clerk for retention.
- c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

## WORK SUMMARY

### PART 1 – GENERAL

- 1.01 – 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

- A. The “FY 2022 – 23 MOBILE EVENT STAGE TRAILOR” (the “Stage”) will be a 14’D x 24’L mobile event stage trailer that will be used for events and small concerts during Town events, and this stage must include lighting for the stage area, electrical outlets, storage areas, stairs, generator hook up and must have stabilizer jacks. A sketch drawing of the Stage is attached hereto as Exhibit “A” and made a part hereof by reference.

The Town of Dundee requires that the Stage be constructed for single person operation, and the Stage must be weatherproofed with an awning over the stage area. Bidder must supply specs and drawings of the purposed stage trailer and the price shall include delivery and training of the unit.

**Self-contained hydraulic system** - with remote control pendant, deep-cycle batteries, and battery charger, for fast, easy, one-person set up.

**Powered protective canopy** - extends beyond the front edge and sides of the stage for full coverage, includes automatic mechanical and hydraulic dual-safety canopy locking systems.

**Powered stage deck** - all weather folding stage deck that is equal in length to the main rear stage deck.

**Highway Rated Tires** - includes electric brakes on four wheels.

**Heavy-duty tandem axle suspension** – equalizer system allows towing over curbs and rough ground.

**Pintle towing coupler** - rugged lunette ring coupler.

**Heavy-duty Tongue Jack** - mounted on trailer tongue.

**Rugged support frame** - dual 18" deep steel-channel backbone main frame.

**Crank leveling/support jacks** - four (4) 25,000lb capacity, corner jacks pivot for extra ground clearance during towing and reduced cranking during setup.

**Breaker panel** - 125-amp capacity, (3) 20-amp breakers, 50ft of 10/3 W cable, receptacles at each inside end of stage, and in mechanical compartment.

**LED stage lighting** - two rows of linear LED lights, one row mounted at front edge of canopy, with a second row mounted at the canopy hinge-line, providing maximum stage and performer illumination

**Storage lockers** - two curb-side compartments with locking hardware for equipment and systems security.

**Stairs** - (2) sets of steel stairs with enclosed ADA treadplate treads, adjustable leveling legs, and removable safety handrails on two sides.

**DOT required** - signal, marker lights, reflectors, and license light, with 12VDC connector cable.

**The Stage shall be inspected and certified by a Structural Engineer licensed in the State of Florida.**

- B. Project to be completed in accordance with the Contract Documents which includes, but is not limited to, Work Summary, Terms and Conditions and the request for proposal.
- C. If awarded, the Contract(s) will be awarded on the basis of the lowest responsible/responsive bid for the project. Past performance on similar contracts will be heavily weighted in determining responsibility of low bidder.

#### **1.02 – CONTRACTOR USE OF SITE- if applicable**

- A. The Contractor will not work on or keep his equipment on any private property without the permission of the property owner involved. The Contractor shall be responsible for damages to any private property including trees, curbs, mailboxes, private yards and street signs.
- B. The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- C. It shall be the Contractors responsibility to obtain a water construction meter 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. Payment will be on a lump

sum basis for the estimated length of street paving.

### **1.03 – SEQUENCE OF WORK**

- A. The Town of Dundee reserves the right to determine at what location(s) the Stage will be completed and in what order.

### **PART 2 – PRODUCTS**

All products and material shall meet or exceed all specifications shown on the drawings and in written form or required 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**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

#### **1.4 WARRANTIES**

- A. All work, materials, and workmanship shall be warranted for a minimum of one calendar year from the date of acceptance by the Town of Dundee.





BID FORM  
FY 2022-23 MOBILE EVENT STAGE TRAILOR

RETURN DATE: January 05, 2023 by 4:30pm  
RETURN TO: Office of the Town Clerk  
Attn: RFP 20-06  
Town of Dundee  
P.O. Box 1000  
202 East Main Street  
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1. MSU 2400	1	1	115,308	115,308
2.				
3.				
4.				
5.				
6.				
7.				
8.				
			TOTAL (\$)	115,308

"PLEASE SEE ENCLOSED PAYMENT TERMS"

Bid Alternate

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.				
2.				

w/

Forecast  
Delivery  
Time

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company City: \_\_\_\_\_  
Company Phone Number: \_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_  
Zip: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_  
Signature: Michelle McRae  
Print Name: Michelle McRae  
Title: Sales Manager

Date: 11/4/2023  
Phone Number: x212

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.

Voluntary Options sheets enclosed if you want to choose to add in any more features.

## MSM2400 – RFP 22-06

LIMITED WARRANTY AND REMEDY: Century warrants to the original Purchaser that those products manufactured by Century and used in the manner for which they are intended shall be free from defects in materials and workmanship for a period of one (1) year after delivery. Notwithstanding the foregoing, purchaser is responsible for return shipping for service. Items manufactured by others are subject to their respective manufacturer's warranty, if any. Century does not make any other representations or warranties, express or implied, and disclaims all other warranties including, but not limited to, any implied warranty of merchantability and warranty of fitness for a particular purpose. Purchaser agrees that Century is not liable for incidental, consequential, or special damages of any kind.

EXCLUSIVE VENUE/ APPLICABLE LAW: Purchaser agrees to the exclusive venue and jurisdiction of the State and Federal Courts located in Clark County, Indiana for any action involving this Agreement or the goods which are the subject matter of the same. This Agreement shall be construed according to the laws of the State of Indiana. The parties hereto each knowingly and voluntarily agree to waive any right to a trial by jury with respect to any action involving this Agreement or its subject matter, including without limitation any manufactured goods.

**\*TERMS:**

**25% Deposit w/ Order**

Cash or Wire Transfer Payment on Balance Due Prior to Shipping.

No Credit Cards

Price Does Not include any applicable Federal, State, or local taxes.

Customer is responsible for licensing trailer and registration fees.

**Approximate Production Lead Time: 14 Months**

*All prices are subject to change without prior notice due to currency fluctuation, fuel prices, and/or unforeseen economic circumstances.*

**Certificate of Origin (CO) released upon "Payment in Full" prior to Shipping.**

**WIRE TRANSFER INSTRUCTIONS**

Wire to: WesBanco Bank Inc

1 Bank Plaza

Wheeling, WV 26003

1-800-905-9043

ABA#: 043400036

Account Name: Century Industries LLC

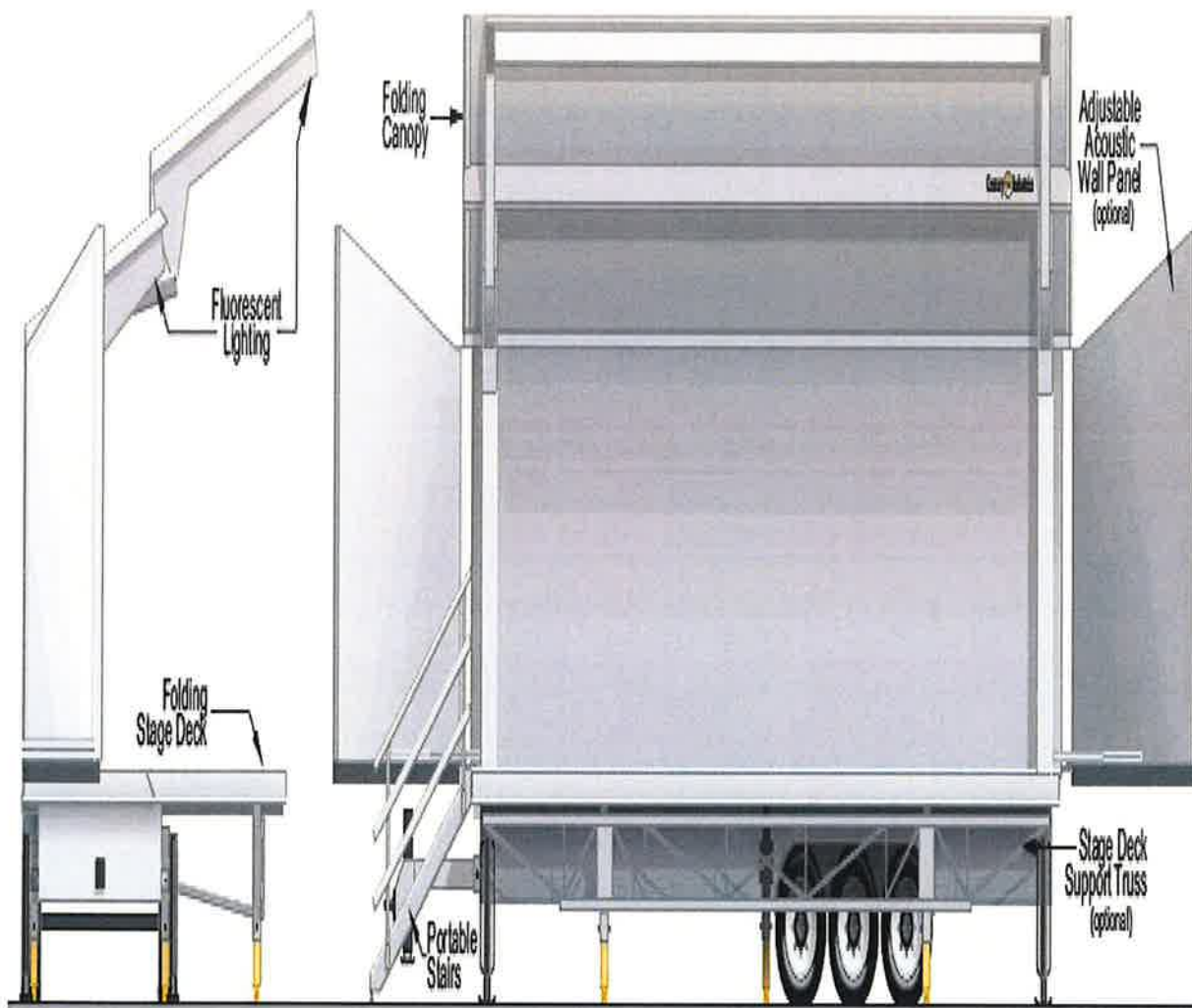
Account #: 4572003941

PURCHASER AGREES that a 1 ½% per month service charge or the maximum legal rate, whichever is less, shall be added to unpaid invoices from the due date thereof, plus reasonable collection and attorneys' fees if placed for collection. Upon default by Purchaser, Century shall be entitled to retain any Deposit and enforce all remedies available to it as a seller under I.C. 26-1-2-703. Purchaser acknowledges that the goods manufactured by Century constitute specially manufactured goods and are not suitable for sale to others in the ordinary course of business. Purchaser agrees to maintain these goods in a safe condition and to operate the same in a safe manner. Purchaser agrees to indemnify and hold harmless Century and its officers, directors, employees, agents or subcontractors from and against any and all claims, demands and causes of action asserted by any other person or entity, and all resulting damages, liabilities, costs, losses and expenses of any kind (including reasonable attorney's fees), arising directly or indirectly from any acts by the purchaser or any of its employees, agents, or customers in connection with the purchase, ownership or use of the subject matter of this Agreement. All estimates for production time are estimates only and Century makes no warranty or representation concerning production times. Purchaser agrees receipt and use of manufactured product(s) constitutes agreement to these terms. This represents the entire agreement of the parties; any changes, amendments, modifications, additions or alterations made by Purchaser without the express written acceptance of Century are rejected.

Offered by:  Date: 1/4/2023

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT - A



**AFFIDAVIT CERTIFICATION**  
**IMMIGRATION LAWS**

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name CENTURY INDUSTRIES

Signature [Signature] Date: 1/4/2023

Printed Name MICHELLE McRae

Title Sales

PRIVATE PROVIDER FIRM \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:**

STATE OF INDIANA COUNTY OF Clark

SWORN TO AND SUBSCRIBED BEFORE ME THIS 4 DAY OF Jan, 20 23

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME Produced I.D. X

TYPE OF ID PRODUCED DRIVERS License

SIGN: Christie R Simmons

PRINT: Christie R. Simmons

**NONCOLLUSION AFFIDAVIT OF BIDDER**

State of Florida INDIANA

County of Polk Clark

I Nickelle McRae ("Affiant"), being first duly sworn, deposes and says that:

- (1) Affiant is Sales Manager (insert job title) of Century Industries (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 Indiana COUNTY OF Clark

SWORN TO AND SUBSCRIBED BEFORE ME THIS 4 DAY OF Jan, 20 23

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME \_\_\_ Produced I.D. X

TYPE OF ID PRODUCED Drivers License

SIGN: Christie R Simmons

PRINT: Christie R Simmons

**CERTIFICATION OF DRUG-FREE WORKPLACE**

I Michelle McRose ("Undersigned"), certify that:

- (1) Undersigned is Sales Manager (insert job title) and duly authorized to act on behalf of the Contractor CENTURY INC 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, Century Industries, acknowledges, understands, and complies fully with the above requirements.

DATE: 1/4/2023 NAME OF ENTITY: \_\_\_\_\_

PHONE/FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_



299 Prather Lane, PO Box C, Sellersburg, IN 47172 USA  
Phone: 812/246-3371 Fax: 812/246-5446  
www.centuryindustries.com

SIGNATURE:

PRINT NAME: Michelle McRob

### 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.



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Century Industries, Inc.  
299 Prather Lane  
Sellersburg, IN 47172

**SURETY:**

*(Name, legal status and principal place of business)*

The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA. 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**

*(Name, legal status and address)*

Town of Dundee  
202 East Main Street, PO Box 1000  
Dundee, FL 33838

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ 5%

Five Percent of Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

RFP #22-06, Request for Proposal for Mobile Event Stage Trailer

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of January, 2023

*(Witness)*

Kaiser A. Stans  
*(Witness)*

Century Industries, Inc.

*(Principal)*

*(Seal)*

By: [Signature]

*(Title)*

The Ohio Casualty Insurance Company

*(Surety)*

*(Seal)*

By: [Signature]

*(Title)* Deborah L. Burton Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8206781-014177

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deborah L. Burton; Phillip B. Gibson; Walter M. Zolla

all of the city of Louisville state of KY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of November, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 9th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of January 2023



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

# Request for Taxpayer Identification Number and Certification

Item 4.

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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. <b>CENTURY INDUSTRIES LLC</b>	
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 <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>  C  </u> <b>Note:</b> 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 <b>not</b> 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.  <input type="checkbox"/> Other (see instructions) ▶	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) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>299 PRATHER LANE, PO BOX C</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>SELLERSBURG, IN. 47172</b>	
7 List account number(s) here (optional)	

## 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.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
3	5	-	2	0	2	6	5	3	6

## 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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Michelle McRae</i>	Date ▶ <b>01/04/2023</b>
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## 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)**

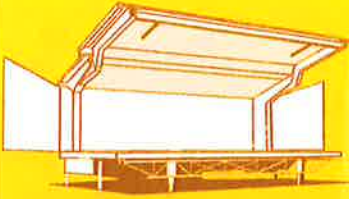
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*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.*

**References**

<p>Saint Lucie County; 0001897 Leisure Services/Directors Office230 Fort Pierce, FL 34982 (561)462-1524</p>	<p>Year: 2002 MSM3600</p>	<p>Broward Cnty Parks &amp; Rec Div; 0001996 950 NW 38th St Oakland Park, FL 33309</p> <p>Year: 2003 MSM3600</p>
<p>Oakland Park City; 0002010 3900 NE 3rd Ave Oakland Park, FL 33334- (954)561-6264</p>	<p>Year: 2004 MSM2400</p>	<p>Palm Bay City of; 0002049 1150 DeGroodt Road SW120 MALA Palm Bay, FL 32908- (321)952-3400</p> <p>Year: 2004 MSM3600</p>
<p>Orange County Parks; 0002098 Park &amp; Recreation Div Orange CtyFI Orlando, FL 32808 (407)836-6158</p>	<p>Year: 2004 MSM2400</p>	<p>Port St Lucie City of; 0002121 1901 SW HAMPSHIRE LANE Port St Lucie, FL 34984- (772)871-7362</p> <p>Year: 2004 MSM3600</p>
<p>MacDill AFB; 0002124 6th Con Squadron Outdoor Recreatio Mac Dill AFB, FL 33621- (813)828-4729</p>	<p>Year: 2004 MSM3600</p>	<p>Fort Lauderdale City of; 0002125 CENTRAL GARAGE220 S.W. 14TH Fort Lauderdale, FL 33312 (954)828-5765</p> <p>Year: 2005 MSM2800</p>
<p>Manatee Convention &amp; Civic Center; 0002183 1 Haben Blvd Palmetto, FL 34221 (941)722-3244</p>	<p>Year: 2005 MSM3600</p>	<p>Jacksonville City of; 0002238 555 W. 44th. St. Jacksonville, FL 32254 (904)630-5401</p> <p>Year: 2006 MSM2400</p>
<p>Jacksonville City of; 0002239 555 W. 44th. St. Jacksonville, FL 32254 (904)630-5401</p>	<p>Year: 2006 MSM2400</p>	<p>North Lauderdale City of; 0002251 701 SW 71st Ave North Lauderdale, FL 33068- (954)724-7060</p> <p>Year: 2006 MSM3200</p>
<p>Largo City of; 0002268 323 Central Park City of Largo, FL 33779 (727)587-6727</p>	<p>Year: 2006 MSM3600</p>	<p>Polk County; 0002297 2450 Bob Phillips rd. Bartow, FL 33830 (863)534-4340</p> <p>Year: 2006 MSM2400</p>
<p>Sebastian City of; 0002302 1225 Main St. Sebastian, FL 32958 (772)388-4401</p>	<p>Year: 2006 MSM2800</p>	<p>Pompano Beach City of; 0002322 1190 North East 3RD AVE. Pompano Beach, FL 33060 (305)786-4111</p> <p>Year: 2006 MSM3600</p>
<p>Saint Petersburg City of; 0002364 1800 7th Ave. St Petersburg, FL 33713 (727)893-7255</p>	<p>Year: 2006 MSM3600</p>	<p>Delray Beach, City of; 0002365 PMC 320 Southwest &amp; 4th St. Delray Beach, FL 33444 (561)243-7251</p> <p>Year: 2007 MSM3600</p>

## MOBILE COMMUNITY STAGING



# ShowMaster

JANUARY 2022

Century Industries

SHOWMASTER  
MOBILE SOUND SHELL STAGE



## ShowMaster™ MOBILE SOUND SHELL COMMUNITY STAGES

Add a professional dimension to your outdoor events while saving time and man power. Century's ShowMaster Mobile Community Stages offer a mobile acoustic shell stage featuring unmatched sound, lighting and visual controls, permitting a variety of outdoor special events and performances throughout your entire community.

An onboard, self-contained, hydraulic actuation system permits fast, easy, one-person push-button setup for a stage that is ready to go whenever needed.

A choice of stage models permits you to select the stage size best suited to your event and performance needs.

### ShowMaster™ Mobile Stage Features

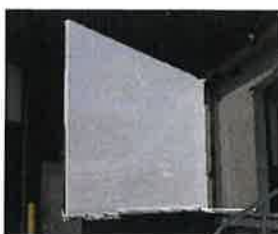
- **Smooth, Seamless Shell** - rugged, damage-resistant stage enclosure with an attractive professional appearance providing a visual backdrop, weather protection, sound and lighting control, plus security during between events. Acoustically active panels enhance audience experience during outdoor performances. Neutral gray interior color enhances skin tones while reducing glare. Smooth, seamless body panels are ideal for large, highly visible promotional graphics.
- **All-Weather Stage Deck** - exclusive seamless, composite Duradeck provides a sound dampened, textured surface. Folding front stage deck is the same length as the rear main deck permitting one-person setup, as no additional assembly is required to achieve the full rated stage width. Stage deck height is adjustable using the built-in leveling jacks. Neutral gray deck color remains cool in direct sun unlike black stage decks.
- **Full-Length Stage Canopy** - extends beyond the front edge of the folding stage deck and the stage sides, providing maximum coverage and weather protection for the stage area on the three crucial sides, while also positioning the stage lighting beyond the end of the stage for optimum illumination of the stage area and performers.
- **Safety Features** - ShowMaster™ stages incorporate numerous safety features including dual canopy locking systems, control safety switches, and the industry's highest independently certified wind-load capacity.

# Voluntary

## Recommended Options TO CHOOSE FROM:

Item 4.

### Options



**Adjustable Acoustic Wall Panels** - mounted at stage left and stage right, movable wall panels pivot from a closed and locked position through 270 degrees. Hinged panels increase the visual backdrop by 16 ft., increase audience viewing angles, improve sound control by directing and focusing sound toward audience, improve the acoustic environment for performers, present a visual back drop, and provide loading access when the stage deck and canopy are closed. Adjustable lock bars allow a choice of secured positions. Panels lock for security.....

90650 \$9,035



**Premium Anti-Corrosion Package** - provides increased corrosion resistance reducing maintenance and increasing stage life. All steel frame members shall be hot dipped galvanized for maximum corrosion protection. Hardware upgrades include anodized aluminum perimeter stage rail, galvanized deck hinge and stainless steel fasteners.

MSM2400	20524	\$2,404
MSM2800	20528	\$2,570
MSM3200	20532	\$2,736
MSM3600	20536	\$3,305



**Premium Stair Upgrade** - upgrade from painted steel to welded 1/8" and 3/16" aluminum plate stairs for lighter weight and rust-free corrosion resistance. Adjustable footpads shall be provided at the bottom of stairs to accommodate uneven ground. Stairs shall attach to movable stage sections and to all sides of the main folding stage deck. Removable handrails shall be anodized aluminum. Stairs shall have fully enclosed risers between threads. 36" Wide stair. (Qty 2) .....

10208 \$1,465



**Stage Deck Support Truss** - 19" deep galvanized steel support truss is attached to the understructure of the fold-down stage deck, and extends the length of the stage deck. A linkage automatically extends the truss as the stage deck lowers, maintaining the truss position perpendicular to the ground. Truss features fast, two-point leveling. Deck truss upgrade replaces the standard multiple deck support legs, quickly producing a stage deck that is both level and straight, significantly reducing set up time.....

90636 \$1,240

### Options

### Accessories



**Handicapped Access Lift** - installed at the back stage door, always available and readily accessible, lift provides wheel chair accessibility from ground level to stage deck level. Lift is hydraulically actuated and is controlled by a remote pendant with a 6ft cable. Lift platform is 45" long x 30" wide, and features a slip resistant surface. Lift platform stows inside the rear door and is supplied with a gray cover. Lift capacity is 700lbs.....

10209 \$11,539



**Personnel Door** - double-wall, welded aluminum entrance door mounted on stage backwall with full length hinge and locking stainless steel hardware.....

10139 \$2,573



**Hydraulic Leveling/Support System** - upgrades corner leveling jacks to push-button hydraulic actuation with four (4) corner mounted 16,000 lb. capacity (each) jacks. Each jack to have a pilot operated lock valve the hydraulically locks the jack leg position in the event of a hydraulic failure. Jacks pivot 90 degrees for increased ground/curb clearance during towing, preventing damage to the jacks while significantly increasing the amount of effective jack travel available to level or raise the stage.....

90550 \$11,920

**Options**

**Equipment & Accessories**

Item 4.

<b>Wireless Remote Control</b> - compact twelve (12) button remote control allows complete freedom to move around the stage during set-up for improving view. Remote operates stage through discrete frequencies and ID codes enhancing safety. Control operates stage canopy, stage deck, and optional hydraulic leveling/support jacks if installed.....	<b>90551</b>	<b>\$2,738</b>
<b>Hydraulic Hitch Jack</b> - upgrade the standard tongue jack to a push-button 16,000lb capacity hydraulically operated jack, permitting fast, easy, safe disconnection from the tow vehicle.....	<b>84444</b>	<b>\$2,774</b>
<b>Flush Equipment Tie Down</b> - flush deck mounted tie downs secure equipment inside stage during transport. 1,500lb minimum pull capacity. Price set of six (6) Additional pieces \$149/ea.....	<b>11003</b>	<b>\$894</b>
<b>Decorative Stage Skirt</b> - encloses lower perimeter of stage deck enhancing appearance for audience. Skirt is 100% synthetic fiber for maximum weather, mildew, and soil resistance, and easy care and handling. Velcro attachment and heavily weighted for wind. Price per foot.....	<b>56060</b>	<b>\$48</b>
<b>4' x 8' All-weather Stage Extension Section</b> - has weather-resistant Duradeck surface with non-skid pattern to match mobile stage deck. Each section is framed with a rust-free, heavy-duty 7' high extruded aluminum channel. Free standing sections are supported by four (4) adjustable leveling legs. Back leg has both coarse and fine adjustments. Extension sections attach to each other, to the stage perimeter, and will accommodate stairs. Three (3) connector clamps are included with each stage extension section..... Each	<b>20202</b>	<b>\$1,487</b>
<b>60" Equipment Storage Locker</b> - provides secure storage for equipment in a large weather-tight compartment. Locker door is attached to frame by concealed hinge and is secured by large stainless steel "D" ring latch with keyed lock. Compartment door is weather sealed. 60"L x 20"H x 25" D.....	<b>10235</b>	<b>\$1,589</b>
<b>Equipment Loading Ramp</b> - 12' L x 35" W lightweight aluminum loading stage ramp is lightweight for easy portability. Ramp is designed to provide a smooth transition from ramp to the ground. Ramp deck provides superior traction. Ramp attaches to the stage perimeter.....	<b>90920</b>	<b>\$2,596</b>

**Options**

**Graphics**



<b>Custom Exterior Stage Graphics</b> - increase your visibility, promote your community, organization, and sponsors with custom designed exterior graphics that are visible when ever the stage is on the road or set up for an event.....	<b>70002</b>	<b>\$5,137</b>
	<i>Standard</i>	
	<i>Upgrade</i>	<b>\$9,116</b>
	<i>Premium</i>	<b>\$12,327</b>
<b>Custom Interior Stage Graphics</b> - promote your community, organization, and sponsors with custom designed interior graphics that are visible whenever the stage is open for an event.....	<b>70003</b>	<b>\$5,268</b>
	<i>Standard</i>	
	<i>Upgrade</i>	<b>\$6,136</b>
	<i>Premium</i>	<b>\$7,989</b>
<b>Hanging Banners</b> - event banners hang from each end of stage canopy. (1) Pair.....	<b>91103</b>	<b>\$1,474</b>
<b>Canopy Marquee</b> - folding marquee sign mounted above front edge of canopy. Sign extends canopy length. Lighting provides night time illumination. <i>(Does not include graphics)</i> .....	<b>90916 - 24</b>	<b>\$4,434</b>
	<b>90917 - 28</b>	<b>\$5,048</b>
	<b>90918 - 32</b>	<b>\$5,660</b>
	<b>90919 - 36</b>	<b>\$6,237</b>
<b>Banner Hanging Hardware</b> - (1) Pair.....	<b>91102</b>	<b>\$2,225</b>

**Options**

**Training**

Agency shall include the need for any Stage Operation Training in the supplier's bid, proposal. **Training is not included in quoted bid price.** Travel expenses per deim for training to be determined by region .....

*(No charge for training @ Century Industries.)*

**Quote**

## Options

## Electrical

Item 4.

<b>Electrical Upgrade Package #1</b> - breaker panel and receptacle upgrade for MSM series stages, includes base electrical system, main breaker with ten (10) additional circuit breakers, sixteen (16) receptacles mounted in front edge of canopy on eight (8) circuits, and two (2) duplex receptacles mounted in canopy rear on two (2) circuits. Power cord is upgraded to 50 ft of 6/4t cable.....	42201	\$4,164
<b>220V/200 Amp Panel Box</b> - Single phase, 3 wire, 24 circuits, 6 single pole breakers and 2 double pole breakers, copper bus, 120/240 Volts ac. 22,000 interrupting capacity. Suitable for use for larger bands with sound equipment.....	51007	\$1,640
<b>120V Duplex Receptacle</b> - Tamper resistant GFCI outlets are installed along back stage wall when extra power is required. GFCI outlets are used in outdoor location where the risk of electrical shock is higher than usual. Tamper resistant design prevents small items from entering electrical devices and shocking someone. \$/Ea.....	40030	\$265
<b>Solar Battery Charger</b> - helps maintain battery charge and reconditions batteries for longer service life whenever stage is exposed to sunlight. Note: not intended to power hydraulic system or recharge fully discharged batteries. (Qty. 2 Panels required w/ Item #90550 selected).....	91106	\$986
<b>7,000 Watt Enclosed Generator Package</b> - gasoline fueled generator is fully enclosed in a locking frame mounted exterior compartment with sound proofing for extra quiet operation. Includes hour meter, electric start, and fuel tank. Built-in generator is always on board when needed and does not need to be lifted on and off stage deck. (Powers on-board electrical, Sound & LED Light packages)	51002	\$13,137
<b>8,000 Watt Enclosed Generator Package</b> - 120V/240V, 66.6/33.3 Amp 60 Hz, air cooled diesel generator is frame mounted in built - in locker box compartment. Meets National Park Service Sound Level Requirements (60 dB(A) at 50 ft). (Powers on-board electrical, Sound & LED Light packages)	51005	\$14,532
<b>12,000 Watt Enclosed Generator Package</b> - 120V/240V, 100/50 Amp 60 Hz, air cooled diesel generator is frame mounted in built - in locker box compartment. Meets National Park Service Sound Level Requirements (60 dB(A) at 50 ft). (Powers on-board electrical, Sound & LED Light packages)	51006	\$20,480
<b>Exterior Flood Light</b> - provides (3) lights for safety and working during night hours. Light has a shock-absorbing weatherproof body that will not rust, dent or scratch. Light is fully adjustable for aiming. 12VDC/3.2 Amps. Switch controlled, self-contained operation provides light when stage is not plugged into AC power source. Lights are mounted on stage curbside and hitch and to allow night-time loading and safe towing hook-up. \$/Ea.....	40028	\$762
<b>Compartment Light</b> - Two (2) lights are mounted inside stage providing light for working or loading during night-time hours. Multi-position switch allows high, low, and off settings. 12VDC operation allows self-contained operation from the stage battery system. ....	40029	\$458
<b>Theatrical Light Support Bar</b> - extends and supports theatrical light fixtures from the front edge of the stage canopy. Each weather resistant stainless steel "T"-bar support holds up to four (4) par fixtures, and pivots into canopy with lights attached, for secure storage during transport when not in use. One (1) pair of support bars is required for basic and lighting package #1 (total of eight (8) mar fixtures). Two (2) pair of support bars are required for intermediate and lighting package #2 (total of sixteen (16) fixtures). Per pair.....	42101	\$1,538

**Note: Support bar does not include PAR lights - see optional lighting packages**

## Options

## Video

<b>9' x 16' Movie Screen</b> - electric/motorized screen is ideal for outdoor stage theater applications and commercial presentations. It is designed for ceiling installation. Motor in-the-roller design ensures a silent operation and the front access panel of the case allows easy access. Electric screen offers preset adjustable limit switches to automatically stop the screen at the desired viewing level. Available in both 110 and 220 volt models. Includes standard control module level, 3-button wall switch with box and cover plate. <i>*(Movie Projector not included)</i> .....	42010	\$5,708
- <b>Optional Wireless Remote</b> - 3 button control infrared transmitter with receiver. 2 AAA batteries included. Single touch control operates up to 50 ft. away.		
- <b>Radio Remote</b>		
- <b>Projector Canopy Hardware</b>		



**PRO-1 PROFESSIONAL LED LIGHTING PACKAGE** - Versatile (8) LED fixture lighting system visually enhances and balances your performances. Rugged outdoor-rated LED light fixtures attach to stage canopy light support bars. Flexible mounting options allow custom placement. Programmable DMX Control Console. Control up to 192 DMX channels, Control up to 12 separate intelligent lights with up to 16 DMX channels per fixture. Record up to 6 programmable chases with separate fade times and step speeds. DMX-512, 3 pin XLR signal. Built-in Microphone for chase step activation. DC 9V-12V

(8) **Outdoor rated 7P (RGBAW UV) LED PAR fixtures**, automated programs, pulse and strobe effects, XLR 3-Pin DMX input and output, Power Twist Tr1 IP65 current input/output, 100 - 240 V at 50/60 Hz, Max power consumption: 64W. Black diecast aluminum housing, 19.5" L x 10.08" W x 6.37" H, 7.5 lbs. Ea.

(8) **Fixture clamps** for 50mm Tubing, Max Load Capacity 100kgs - 220 lbs. TUV Approved.

(7) **5ft DMX Cables** IP65 Rated 3-Pin DMX XLR Cable

(2) **50ft DMX Cables** IP65 Rated 3-Pin DMX XLR Cable

(7) **5ft Power Cables** IP65 Rated 3-Pin DMX XLR Cable

(8) **Steel Safety cables** 24-inch Steel Cable, 60 lbs/25kg. weight rating.

42018

\$8,959

*(Note: Theatrical Light Support Bars #42101 are sold separately)*

**PRO-2 PROFESSIONAL LED LIGHTING PACKAGE** - Versatile (16) LED fixture lighting system visually enhances and balances your performances. Rugged outdoor-rated LED light fixtures attach to stage canopy light support bars. Flexible mounting options allow custom placement. Programmable DMX Control Console. 12 Fixtures x 32 DMX Channels, 240 programmable scenes, 8 channel faders x 4 channel banks. Individual speed and fade time faders, 12 programmable chases, Tap Sync button, Built-in microphone, Fog machine input and trigger button, blackout button. 12 vdc AT 500 mA.

(16) **Outdoor rated 12 x 12 W (RGBAW UV) LED PAR fixtures**, automated programs, 6 DMX Modes: 6, 6+, 9, 9+, 10 & 12-channel. 63 built-in Color Macros, pulse and strobe effects, XLR 3-Pin DMX input and output, Power Twist Tr1 IP65 current input/output, 100 - 240 V at 50/60 Hz, Max power consumption: 64W. Black diecast aluminum housing, 11.75" L x 7.85" W x 10.5" H, 10.5 lbs. Ea.

(16) **Fixture clamps** for 50mm Tubing, Max Load Capacity 100kgs - 220 lbs. TUV Approved.

(15) **5ft DMX Cables** IP65 Rated 3-Pin DMX XLR Cable

(2) **50ft DMX Cables** IP65 Rated 3-Pin DMX XLR Cable

(15) **5ft Power Cables** IP65 Rated 3-Pin DMX XLR Cable

(16) **Steel Safety cables** 24-inch Steel Cable, 60 lbs/25kg. weight rating.

42019

\$15,702

*(Note: Theatrical Light Support Bars #42101 are sold separately)*

**PRO-SOUND SYSTEM #1** - (1) 12-Channel Sound Mixer Console features a versatile all-in-one console that can handle up to 12 inputs with internal effects. 12 Input channels (6 Mics + 4 Stereo line inputs, 3 Band EQ (Ch 1-7/8), 2 Band EQ (Ch 9/10-11/12), 4 Busses (Stereo + 2 groups), 1 Aux send + 1 Effect send, 1 Stereo Aux return, SPX Digital multi effects, XLR Connectors, Light weight (3.2 kg) (2) Sound Speakers are 225W amp to power the 12" woofer and a 75W amp to power the 1.75" compression driver. With a frequency range of 50Hz to 20kHz and a max SPL of 121dB. Equipped with a 2-band EQ. The powered subwoofer has a built in high pass filter, (2) 50' Speaker cables, (2) Sound Speaker stands, Set of Two with bag. (2) Microphone stands with telescoping boom. (2) Shure Microphones, (4) 50' Mic Cables.....

41110

\$4,446

**PRO-SOUND SYSTEM #2** - (1) 16-Channel Sound Mixer Console, 6 busses, and all the outstanding digital effects you'll need built-in. 16 Input channels (10 Mics + 4 Stereo line inputs), 3 Band Mid-sweep EQ (Ch 1-8), 3 Band EQ (Ch 9/10-15/16), 6 busses (Stereo + 4 groups), 2 Aux sends + 1 Effect send. 1 Stereo Aux return, SPX Digital multi effect, XLR Connectors, Light weight (5.5kg), Rack Mountable, (2) Sound Speakers Bi-amplified 12" cone type woofer and 1.75" compression driver deliver total output power of up to 400 watts (LF: 300 watts, HF: 100 watts burst. Input level range from -36dB to +4 dB accepts output from your mixer as well as microphones, synthesizers, or other electronic musical instruments. (2) Tripod Speaker Stands, Min/Max Height 48/81 inches (1212/2057mm) (4) Microphone Stands, Min/Max Height: 6/99 Inches (152/2515mm) (4) Hand Microphones W/Switch (6) 50' Mic Cables.....

41111

\$6,856

**PRO-SOUND SYSTEM #3** - (1) 24-Channel Premium Mixing Console. 16 Mic inputs with 48V Phantom Power and HPF per Channel, 24 Line inputs (16 Mono and 4 Stereo), 6 AUX Sends + 2FX Sends, 4 GROUP Buses + ST Bus, 2 Matrix out, 1 Mono out. (1) Power Amplifier delivers 3200 watts. Independent sweepable high-pass and low-pass filters on each channel so you can optimize output for subwoofer or full range systems. (4) Weatherized Sound Speakers with high-impact polypropylene enclosure. Up to four anchor-plate attachments. High sensitivity, 131 dB maximum SPL. Power handling: 600 W continuous, 2400 W peak (1) CD player features USB port on front panel for iPod and other devices. iPod compatibility. CD-R/RW disc playback compatibility. Mp3 and WMA compatibility with numerous convenient playback functions. (4) Tripod Speaker Stands, Min/Max Height: 48/81 inches (1219/2057mm) (2) Microphone Stands, Min/Max Height: 6/99 Inches (152/2515mm) (2) Hand Microphones W/Switch (2) 25' Speaker Cables (2) 50' Speaker Cables (2) 50' Mic. Cables.....

41112 \$11,533

**PRO-SOUND #4 (Compact Touring Sound System)** - Includes 16 channel mixing console with (16) line inputs (mono & stereo), active speaker system with (2) 2000W powered compact column-array speaker with two double satellites and two single satellites and 15" powered subwoofer module, (2) cardioid microphones, (2) microphone stands with boom, (4) cables (2) array and (2) subwoofer transport cases.....

41113 \$24,145

**PRO-SOUND #5 (Live Venue Sound System)** - Adaptable system offers the choice to fly or stack the speakers as desired. Includes 16 channel mixing console with (16) line inputs (mono & stereo), active speaker system with (4) suspended two-way speakers with 900W amplifier, (4) subwoofer with 1000W amplifier, (2) cardioid microphones, (2) microphone stands with boom, (6) cables.....

41114 \$29,389

**Hanging Speaker Hardware Package** - Stainless steel brackets that offer the perfect support for a variety of speakers to hang from front of the ShowMaster stage.....

91104 \$505

**Sound Diffuse CURVE Tiles** - Removable light-weight 4' x 8' help dampen reflective reverberation problems and reduce overall ambient or unwanted monitor feedback and hot-spot reflection points to effectively clean up sound. Panels attach to stages back rear wall, weather resistant w/washable fabric material and variety of colors to choose from. \$/Ea.....

42011 \$1,203

*\*\*Optional graphic image printing available. Panels will not only take care of your sound issues, but can add extra flair and style to the interior stage.*

**AV Cabinet/Built-In** - Audio/Visual cabinet with (6) angled shelves, electric receptacle, cabinet light, door with locking stainless steel 'D' ring handle, welded .090 aluminum construction painted to match stage interior, 72" H x 36" W x 24" D.....

51110 \$5,398

**Drum Riser** - Provides height for drummers who want to rise above the crowd. Sturdy, lightweight and compact. Kit consists of (2) 4' x 8' sections with 6" legs.....

90449 \$2,654

## Options

## Transport

**Spare Tire** - Full size spare tire and wheel match the vehicle's original tire dimensions w/Mount Bracket.

TIR2002 \$784

**5th Wheel Gooseneck Hitch** - has a king pin funnel plate adapter to connect with king pin of truck.

51111 \$5,143

**Gooseneck Coupler Hitch** - has a hitch ball adapter to connect with the truck ball coupler.

70104 \$5,143

**Air-ride suspension** - Provides smooth tow quality. Upgrading replaces conventional steel springs to Air Ride Suspension you can achieve increased comfort and load capacity simultaneously. Model: HT190U/HS190U. Capacity 20,000 lbs (9,000kg).....

12115 \$31,342



PO Box C Sellersburg, IN 47172 USA

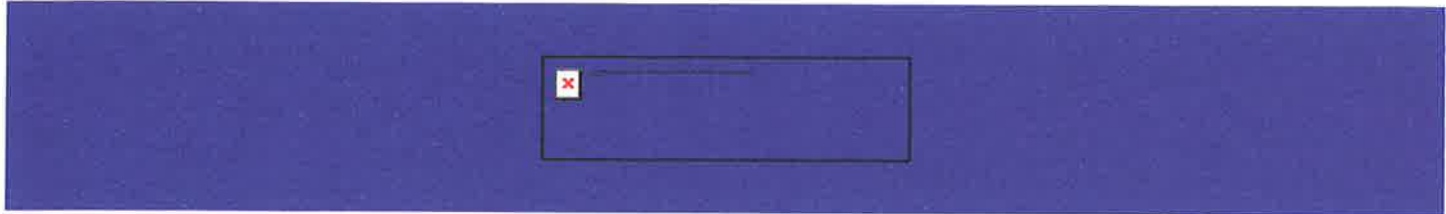
GSA &amp; CMAS

Prices and specifications are subject to change without notice

**Jenn Garcia**

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**From:** TrackingUpdates@fedex.com  
**Sent:** Thursday, January 5, 2023 10:43 AM  
**To:** Jenn Garcia  
**Subject:** FedEx Shipment 770943690659: Your package has been delivered



Hi. Your package was delivered Thu, 01/05/2023 at 10:21am.



Delivered to 202 E MAIN ST, DUNDEE, FL 33838  
Received by J.JENN

**OBTAIN PROOF OF DELIVERY**

**TRACKING NUMBER** [770943690659](#)

**FROM** Michelle McRae  
299 PRATHER LANE  
SELLERSBURG, IN, US, 47172

**TO** Town of Dundee  
Jenn Garcia

202 East Main Street  
DUNDEE, FL, US, 33838

**REFERENCE** RFP 22-06 Mobile Stage

**SHIPPER REFERENCE** RFP 22-06 Mobile Stage

**SHIP DATE** Wed 1/04/2023 07:32 PM

**DELIVERED TO** Receptionist/Front Desk

**PACKAGING TYPE** FedEx Envelope

**ORIGIN** SELLERSBURG, IN, US, 47172

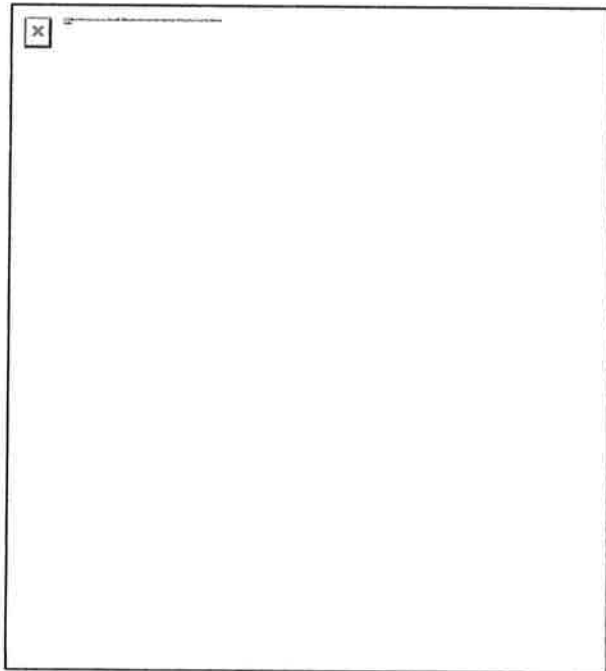
**DESTINATION** DUNDEE, FL, US, 33838

**SPECIAL HANDLING** Deliver Weekday  
ASR

**NUMBER OF PIECES** 1

**TOTAL SHIPMENT WEIGHT** 0.50 LB

**SERVICE TYPE** FedEx First Overnight



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## TOWN COMMISSION MEETING MINUTES

January 10, 2023 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** by Mayor Pennant at 6:30pm

**PLEDGE OF ALLEGIANCE** led by Mayor Pennant

**INVOCATION** led by Mayor Pennant

**RECOGNITION OF SERGEANT AT ARMS**, Sergeant Anderson

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

**ROLL CALL** by Town Clerk, Jenn Garcia

**PRESENT**

Steve Glenn

Bert Goddard

Willie Quarles

Mary Richardson

Sam Pennant

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

**Gloria Washington, 911 Edmunds Avenue, Dundee** expressed frustrations with a code violation regarding cars being parked in her yard.

**Somwar Pooran, 1441 Bluff Loop, Dundee**, P & Z carport issue- 08/19/2021 meeting.

**Annette Wilson, 408 Dr. MLK Street, Dundee**, traffic concerns on MLK Street have become worse. She would like an update on the speed humps on the road.

Town Manager Davis responded that Tucker Paving is actively working on this project, and we expect final costs soon.

**Javier Daminich, 110 Magnolia Street, Dundee.** He also owns a home at 606 Magnolia Avenue in Dundee. He is concerned that there is noise from the bar that is concerning, a recent shooting, as well as the dangerous driving.

Town Manager Davis requested that Mr. Daminich contact her at Town Hall to work on a solution to the issue.

Seeing no further public come forward, Mayor Pennant closed the floor.

## **APPROVAL OF CONSENT AGENDA FOR JANUARY 10, 2023**

### **A. MINUTES**

1. Planning & Zoning Board September 15, 2022 Meeting Minutes

2. Purchasing Review Committee January 6, 2023 Meeting Minutes

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

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

## **APPROVAL OF AGENDA FOR JANUARY 10, 2023**

Town Manager Davis reported the following changes to the agenda:

- Item 01, Ordinance 23-01 was updated.
- Item03, Resolution 22-52 was updated.

**MOTION TO APPROVE the regular meeting agenda with changes for the meeting of January 10, 2023, motion made by Richardson, Seconded by Goddard. Passed Unanimously.**

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

## **NEW BUSINESS**

1. ORDINANCE 23-01, 2022 ANNUAL UPDATE TO THE COMPREHENSIVE PLAN'S CAPITAL IMPROVEMENT ELEMENT (CIE)

Town Attorney John Murphy read the legal title of Ordinance 23-01.

ORDINANCE NO. 23-01

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE 2030 COMPREHENSIVE PLAN OF THE TOWN OF DUNDEE, FLORIDA, SAID

AMENDMENT BEING KNOWN AS "AMENDMENT 23-01CIE"; SPECIFICALLY AMENDING THE ADOPTED CAPITAL IMPROVEMENTS ELEMENT AND UPDATING THE 5-YEAR CAPITAL IMPROVEMENTS PLAN; TRANSMITTING SAID AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; MAKING FINDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Lorraine Peterson gave the analysis.

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

***MOTION TO APPROVE** the changes of the proposed amendments to the Capital Improvements and to be transmitted to the Florida Department of Economic Opportunity for review, motion made by Quarles, Seconded by Richardson.*

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

**2. RESOLUTION 22-41, PUBLIC HEARING, AMENDED ADOPTION OF FINAL MILLAGE RATE FOR FY 2022 – 2023**

Town Attorney John Murphy read the legal title of Resolution 22-41.

RESOLUTION NO. 22-41

A RESOLUTION OF THE TOWN OF DUNDEE, POLK COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE TOWN OF DUNDEE, POLK COUNTY, FLORIDA, FOR FISCAL YEAR 2022 – 2023; PROVIDING FOR AN EFFECTIVE DATE.

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 amended Resolution 22-41, adopting the final millage rate for FY 2022 – 2023, motion made by Goddard, Seconded by Glenn.*

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

**3. RESOLUTION 22-53, SPECIAL EXCEPTION, XTREME CAR CENTER, INC**

Town Attorney John Murphy read the legal title of Resolution 22-53.

RESOLUTION NO. 22-53

A RESOLUTION APPROVING THE REQUEST OF XTREME CAR CENTER, INC., TO OBTAIN A SPECIAL EXCEPTION WITH CONDITIONS FOR AUTOMOBILE SALES AND MINOR AUTOMOTIVE REPAIR ON APPROXIMATELY 1.24 ACRES ZONED GENERAL RETAIL COMMERCIAL (CC) LOCATED AT 217 DUNDEE ROAD, FURTHER DESCRIBED AS PARCEL IDENTIFICATION NUMBER 272828-844000-005020; PROVIDING FOR TIMING; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) WITH REGARD TO THE CONDITIONS OF APPROVAL INCLUDING, BUT NOT LIMITED TO, NEGOTIATING AND ENTERING INTO A DEVELOPER'S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Lorraine Peterson gave the analysis.

Town Manager Davis requested that Ms. Peterson condition the area to align with the downtown vision plan requirements considering the businesses locations. Specifically, regarding the detailing of vehicles on that property.

**Jason Prieto, representing the applicant**, addressed concerns about car detailing/washing on the site. He clarified that car detailing/washing was not a service for sale. Car detailing/washing will only be a part of the selling of vehicles.

Ms. Peterson stated that she will include a condition in the special exception that detailing of cars to be done on only cars being sold as part of the business.

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

***MOTION TO APPROVE*** Resolution 22-53 for the Special Exception request by Wilbert Munoz to obtain a special exception with stated conditions for a minor automotive repair shop and automotive sales on approximately 1.24 +/- acres zoned General Retail Commercial (CH) located at 217 Dundee Road, motion made by Glenn, Seconded by Richardson.

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



#### 4. RESOLUTION 22-54, RIGHT-OF-WAY VACATION, PORTION OF HELICOPTER ROAD

Town Attorney John Murphy read the legal title of Resolution 22-54.

##### RESOLUTION 22-54

A RESOLUTION VACATING AND ABANDONING SPECIFIC OPENED, UNPAVED, AND UNIMPROVED RIGHTS-OF-WAY INCLUDING A PORTION OF UNIMPROVED HELICOPTER ROAD, PER THE PLAT OF DUNDEE, AS RECORDED IN PLAT BOOK 6, PAGES 187 THROUGH 189, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS THAT PORTION OF SAID HELICOPTER ROAD FROM DEKLE ROAD NORTH TO TINDEL CAMP ROAD, INCLUDING BUT NOT LIMITED TO THOSE PARTS OF THE RIGHTS-OF-WAYS FOR HELICOPTER ROAD THAT LIE WITHIN THE ABOVE DESCRIBED CORRIDOR. ALL LYING AND BEING IN SECTION 11, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY FLORIDA. BEING MORE SPECIFICALLY DESCRIBED AND DEPICTED ON EXHIBITS A AND B ATTACHED TO THIS RESOLUTION AND INCORPORATED INTO THIS RESOLUTION, PURSUANT TO SECTION 177.101, FLORIDA STATUTES, AND SECTION 7.01.13 OF THE TOWN OF DUNDEE, FLORIDA, UNIFIED LAND DEVELOPMENT CODE AND/OR CODE OF ORDINANCES; PROVIDING FOR A COPY TO BE FURNISHED TO POLK COUNTY; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING RESOLUTIONS, THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planning Director, Lorraine Peterson, gave the analysis.

**Shelton Rice, applicant legal representative from Peterson and Meyers, 225 East Lemon Street, Lakeland,** applicant representative gave a presentation requesting a favorable vote of TECO's request of the ROW vacation of a portion of Helicopter Road.

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

***MOTION TO APPROVE** Resolution 22-54 to have the Town of Dundee vacate and abandon specific opened, unpaved, and unimproved rights-of-way of a portion of Helicopter Road as described, motion made by Quarles, Seconded by Goddard.*

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

#### 5. DISCUSSION, WETLAND TRANSITIONAL ZONE

Town Planer, Lorraine Peterson, gave the analysis.

Auto Zone has intention to bring a business into a certain area of Dundee. They have requested from Town Commission permission to reduce the wetland transitional zone from 200' to 30' as permitted in Section 5.03.03(B) of the Dundee Land Development Code in the area they would like to build.

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

*There was a consensus of the Town Commission as being favorable towards the request.*

## **6. DISCUSSION AND ACTION, RFP 23-01, FIRE DEPARTMENT RENOVATIONS**

Town Manager Davis gave the analysis.

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

***MOTION TO AUTHORIZE** the Town Manager to release RFP 23-01 for the renovations of the Dundee Fire Department building, motion made by Quarles, Seconded by Richardson.  
Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

## **7. DISCUSSION & ACTION, RFP 22-06, MOBILE EVENT STAGE AWARD**

Town Manager Davis gave the analysis. The Town received one bid from Central Industries quoted at \$115,308. The bid amount exceeds the 2022 – 2023 budgeted amount by \$45,000. Considering the 14-month delivery timeline, we will roll this budgeted amount into the 2023 – 2024 FY budget and increase it by \$45,000. If approved, this option will enable the Town to lock in the current price by paying the required 15% deposit.

Mayor Pennant opened the floor for comments from the public; .

**Jill Kitto, 150 Kitto Lane, Dundee**, clarified that the Town will use this stage up to 5 times a year. She stated that this stage may be an extreme expense for the Town right now and may need to be delayed.

Commissioner Glenn stated that we may need to wait on this purchase and continue to look for a used stage.

John Vice will inquire from Central Industries if the bid can be held for 90 days while staff does more investigating.

It was requested to table this item for 90 days to investigate used stages and other options.

Seeing no further public come forth the floor was closed.

***MOTION TO TABLE*** the award of RFP 23-06 until the January 24<sup>th</sup> meeting, motion made by Glenn, Seconded by Goddard.

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

## **8. DISUSSION AND ACTION, GARBAGE CART PURCHASE**

Town Manager Davis gave the analysis.

Cascade Cart Solutions is the vendor that staff is recommending at \$10,915.36 for 72 garbage cans and 72 recycle cans. The shipping charges were the significant difference in pricing.

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 sanitation cans from Cascade Solution at the quoted amount of \$10,915.36, motion made by Quarles, seconded by Richardson.

*Voting Yea: Glenn, Goddard, Quarles, Pennant (Commissioner Richardson left the room prior to the vote.)*

## **9. DISCUSSION & ACTION, FEMA FUNDING AGREEMENT**

Town Manager Davis gave the analysis.

Town of Dundee suffered damages to our Police Substation, Fire Department, Development Services Building, Community Center, Lake Menzie Park Shelter and two fenced lift stations. The insurance company has provided a payment for the said damages due to the storm with deductions. FEMA will assist with these damages as well as required labor costs that kept the Town operational during the storm- to include debris removal and equipment services.

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

***MOTION TO APPROVE** the FEMA Funding Agreement, motion made by Goddard, Seconded by Quarles.*

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

**10. DISCUSSION AND ACTION, EMERGENCY FACILITY REPAIRS FROM HURRICANE IAN DAMAGES**

Town Manager Davis gave the analysis.

Town of Dundee suffered damages to our Police Substation, Fire Department, and Community Center pertaining to contracting repairs. Approval of the projects will come back before the Commission for approval.

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

***MOTION TO AUTHORIZE** the Town Manager to take all necessary action relating to the repair of the Town facilities that were damaged during Hurricane Ian, motion made by Richardson, Seconded by Quarles.*

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

**11. DISCUSSION & ACTION, 2023 FBC-LEO ANNUAL CONFERENCE**

Town Manager Davis gave the analysis.

Vice Mayor Richardson requested approval of the Commission to represent the Town at the 2023 FBC LEO Conference. Considering the Town did pay the application fee for the membership, the conference should be covered.

Mayor Pennant responded that he was not sure what benefits the FBC LEO conference will offer the Town of Dundee and this conference is not in this budget. If she would like to go, it will need to come from her.

Mayor Pennant opened the floor for comments from the public.

**Jill Kitto, 150 Kitto Lane, Dundee**, felt that these types of conferences segregate our community and therefore was not in favor.

**Annette Wilson, 408 Dr. MLK Street, Dundee** stated that this type of conference is not just for the black community. She further stated that she feels Vice Mayor Richardson should be granted the opportunity to attend this conference and the Town cover the costs for same.

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

***MOTION TO APPROVE** funding for Vice Mayor to attend the 2023 FBC LEO Conference, motion made by Mayor Pennant, but died due to lack of a second.*

## **REPORTS FROM OFFICERS**

**Dundee Fire Department** gave the run totals for the conclusion of 2022. Will be conducting staff training with the Davenport Fire Department. The Department is also partnering with the other departments on the Ridge such as Davenport and Haines City.

**Town Attorney John Murphy** expressed his gratitude for being at the meeting.

**Town Manager Davis** reminded the Commission of the following events:

- MLK Trailblazing event Friday, January 13, 2023
- MLK Parade event Sunday, January 15, 2023. Main Street will be closed from 2 PM – 4 PM.
- Dundee offices will be closed Monday, January 16, 2023 in observance of Martin Luther King, Jr. Day.
- The Town Clerk will be out of the office on January 12 – January 17, 2023.
- The Town Manger will be out of the office January 25 – February 13, 2023.
- Public Works Director, John Vice, will be on vacation January 23 – January 31, 2023.

Town Manager Davis gave the following project updates:

- Work at the Historic Depot is complete, the PODS will be dropped off on January 26, 2023 and the movers will begin unpacking the contents on January 31, 2023. A grand reopening is planned for the Depot on March 18<sup>th</sup>, 2023 from 10am – 12pm.
- The Lincoln Avenue Sidewalk Project Phase 1 began January 3, 2023.
- The Public Works building extension is 60% complete.
- Staff received communication that a WaWa will be coming to Dundee.

**Commissioner Goddard** Happy New Year, appreciation of staff and the Commissions hard work in 2022. Janaury 21, 2023 Camp Endeavor will be holding a benefit concert.

**Commissioner Glenn** Happy New Year. Thanked Tracy Mercer for an updated tour and improvements of the water treatment plant. Thanked Attorney Murphy for his attendance. He is excited about the Depot reopening. Requested that Lake Marie receive some extra attention. Was pleased to see an increased presence of the PCSO on the speeding issues the Town is experiencing.

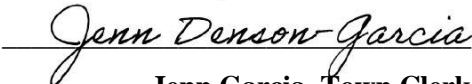
**Commissioner Quarles** Happy New Year. Thanked Attorney Murphy for his attendance. Requested updates on the Winn Dixie Plaza status, the Highway 27 Trucking code issue, and the overflow of Lake Marie.

Town Manager Davis responded that the Winn Dixie Plaza turn in remains a work in progress and she will be meeting with the planning department with the status on the applications they submitted. The Lake Marie sidewalk is being discussed for options with FEMA as related to Hurricane Ian.

**Vice Mayor Richardson** Happy New Year. Thanked the Town Staff for all the Christmas events. Thanked Attorney John Murphy and Sargent Anderson for their attendance. Commended herself for how she conducted the discussion and action item on the agenda. Requested staff to investigate if "Children at Play" signs be placed along with the speed bumps on MLK. She expressed concern with the fire trucks needing to get their trucks out because of the dead-end roads around MLK and would like Town Staff to investigate options related to this. Would like to have a tour of the water treatment plant with Tracy and a training with Lorraine on planning.

**Mayor Pennant** Wished a Happy New Year and thanked all in attendance. Thanked Tracy Mercer for her efforts in the award of the grant of infrastructure in Dundee.

**ADJOURNMENT** at 8:43 P.M.

Respectfully Submitted,  
  
Jenn Garcia, Town Clerk

**APPROVAL DATE:** 02/14/2022

**AYES:** 5 **NAYS:** 0



# TOWN COMMISSION MEETING

July 11, 2023 at 6:30 PM

- 
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, DUNDEE AMENDMENT 4 URBAN 2023-2024
- SUBJECT:** The Town Commission will consider approval of the Amendment #4 to Cooperation Agreement between Polk County and Dundee for CDBG Grants
- STAFF ANALYSIS:** The Town has been under partnership with the County for CDBG Grants since 2020. Polk County has presented this amendment for consideration for Federal Fiscal Years 2024, 2025 and 2026 to continue to receive grants through the county program.
- FISCAL IMPACT:** None at this time
- STAFF RECOMMENDATION:** Approval to move forward the current partnership between the county and the town.
- ATTACHMENTS:** Amended Agreement  
Amendment Letter

## AMENDMENT #4 TO COOPERATION AGREEMENT

This Fourth Amendment to Cooperation Agreement ("Amendment # 4") is made and entered into by and between Polk County, a political subdivision of the State of Florida ("County") and the Town of Dundee, Florida ("Town") as of the date last executed by the parties below ("Effective Date").

### RECITALS:

**WHEREAS**, County and Town previously entered into that certain Cooperative Agreement and Amendment for use of Federal funds through the municipal partnership program for the Federal Fiscal Years 2021, 2022, and 2023 on July 21, 2020;

(the Cooperative Agreement and the Amendment shall be collectively referred to herein as the "Agreement");

**WHEREAS**, the Agreement automatically renews unless either party provides prior written notice to the other of its election to not participate in the urban county program for subsequent Federal Fiscal Years;

**WHEREAS**, HUD requires that Agreement be amended to include additional information as part of the Urban County Qualification Process in order for the Agreement to be automatically renewed for Federal Fiscal Years 2024, 2025 and 2026; and

**WHEREAS**, the parties now desire to further amend the Agreement in order to incorporate the HUD-required changes and ensure the Agreement's automatic renewal pursuant to the terms and provisions herein.

**NOW THEREFORE**, for the continued eligibility and participation in the HUD urban county program and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Definitions**. Any capitalized term used but not otherwise defined herein shall have the meaning ascribed to it in the Agreement. Further, the following terms shall have the meanings provided below:
  - a. **CDBG** shall mean the Community Development Block Grant funding program provided by HUD;
  - b. **HOME** shall mean the HOME Investment Partnership Program provided by HUD; and
  - c. **ESG** shall mean the Emergency Solution Grants Program provided by HUD.
3. **Section 7**. Section 7 of the Agreement is hereby deleted in its entirety and the following inserted in its place:

The County and the Town shall take all required actions to comply with the Urban County's certification required by Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the



Housing and the Community Development Act of 1974, affirmatively furthering fair housing, and other applicable laws.

The County and Town will also comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975.

4. Section 8. The last sentence of the first paragraph of Section 8 shall be deleted in its entirety and the following inserted in its place:

The County will provide written notice to the HUD Jacksonville Field Office by the date specified in each urban county qualification notice for future qualification periods if it elects not to participate in a new qualification period. Any extension of this deadline must be authorized in writing by the Field Office. An extension of more than seven (7) days requires the Field Office to notify the Entitlement Communities Division by email or telephone.

5. Section 12. The first sentence of Section 12 shall be deleted in its entirety and the following inserted in its place:

The Town has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

6. Section 14. The first sentence of Section 14 shall be deleted in its entirety and the following inserted in its place:

This Agreement applies to ESG, CDBG and HOME allocations for Federal Fiscal Years 2024, 2025, and 2026.

7. Section 16. Section 16 shall be deleted in its entirety and the following inserted in its place:

COUNTY and CITY do hereby mutually commit to take all actions necessary to assure compliance with the urban county's certification required under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, The Fair Housing Act, affirmatively furthering fair housing; Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The parties acknowledge that the COUNTY is prohibited from funding activities in or in support of any municipality that does not affirmatively further fair housing within its own jurisdiction or impedes the COUNTY'S actions to comply with its fair housing certification.

8. Amendment. Except as specifically amended in this Fourth Amendment, the Agreement remains in full force and effect. To the extent there is any discrepancy between the Agreement and this Fourth Amendment, this Fourth Amendment shall control.
  
9. Amendment. The Town of Dundee may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly received CDBG funds in exchange for any other funds, credits or non-Federal consideration, but must use such funds for activities eligible under Title I of the Act. Urban counties requalifying in 2023 for FYs 2024-2026 must incorporate this language into cooperation agreement by revision or amendment.

**[THIS PORTION OF THE PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the City and County have executed this Agreement as of the Effective Date.

**ATTEST:  
CLERK OF COURT**

**STACY M. BUTTERFIELD**

By: \_\_\_\_\_  
Deputy Clerk

**Polk County Florida**, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
George Lindsey III, Chairman

Date: \_\_\_\_\_

**Town of Dundee, Florida**, a  
municipal corporation

By: \_\_\_\_\_  
, Mayor

Date: \_\_\_\_\_

**ATTEST:**

The terms and provisions of this Agreement are fully authorized under State and local law and the agreement provides full authority for the County to undertake or assist in undertaking essential community renewal and lower income housing assistance activities.

\_\_\_\_\_  
County Attorney

**Housing and Neighborhood Development**  
PO Box 9005 • Drawer HS04  
1290 Golfview Ave., Suite 167  
Bartow, Florida 33831-9005



PHONE: 863-534-5240  
FAX: 863-534-0349  
[www.polk-county.net](http://www.polk-county.net)

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**HEALTH AND HUMAN SERVICES DIVISION**

June 13, 2023

Tandra Davis, Town Manager  
Town of Dundee  
P.O. Box 1000  
Dundee, FL 33838

Re: Amendment #4

Dear Ms. Davis:

I have attached Amendment #4 to the Polk County Agreement between the Town of Dundee and Polk County for fiscal years 2024, 2025, and 2026. Please review for approval and signature. Please be aware that the Department of Housing and Urban Development (HUD) has given us very definitive deadlines to complete this process, therefore, we must receive the agreement on or before July 14, 2023.

Per HUD requirements, signed copies of the agreement and Town Council meeting minutes approving the agreement should be emailed directly to our office. To email the required documents or if there are any questions, please contact Shawanda Bonner, Compliance Specialist at [shawandabonner@polk-county.net](mailto:shawandabonner@polk-county.net) or call 863-534-5214.

Sincerely,

Jennifer Cooper, Manager  
Housing and Neighborhood Development