



AMENDED

TOWN COMMISSION SPECIAL MEETING AGENDA

August 29, 2024 at 5:30 PM

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR AUGUST 29, 2024

A. MINUTES

- 1. June 12, 2024 Tree Board Minutes**
- 2. August 13, 2024 Town Commission Regular Meeting Minutes**

B. AGREEMENTS

- 1. SERVICE AGREEMENT, LAKELAND AREA MASS TRANSIT (CITRUS CONNECTION)**
- 2. CONCURRENCY DEVELOPER AGREEMENTS**
 - LEGACY HILL
 - GLK – ALFORD RIDGE
- 3. WATER SUPPLY ALLOCATION AGREEMENTS**
 - WOODLAND RANCH PHASE 1 AND 2
 - TBGH - SHORES OF LAKE DELL
 - GLK - ALFORD RIDGE
 - LEGACY HILL

C. BOARD APPOINTMENTS

1. Jaquelyn Nichols – Visioning Board
2. Jennifer Nguyen – Visioning Board

APPROVAL OF AGENDA

NEW BUSINESS

- 1. DISCUSSION & ACTION, DUNDEE LAKES POTABLE WATER ERC RENEWAL AGREEMENT**
- 2. DISCUSSION & ACTION, DRAFT ORDINANCE 24-09, MORATORIUM**
- 3. DISCUSSION & ACTION, SPECIAL PUBLIC WORKSHOP DATES TO DISCUSS TRANSPORTATION IMPACT FEES**
- 4. DISCUSSION ONLY, BOARD MEMBERSHIPS & GOVERNMENT-IN-THE-SUNSHINE**

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Department Updates

Town Manager

Commissioners

Mayor

ADJOURNMENT

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

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



TOWN COMMISSION SPECIAL MEETING

Item A.

August 29, 2024 at 5:30 PM

AMENDED

- 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 August 29, 2024 contains the following:
- A. MINUTES
 1. June 12, 2024 Tree Board Meeting
 2. August 13, 2024 Commission Meeting
 - B. AGREEMENTS
 1. Service Agreement with Lakeland Area Mass Transit
 2. Developer’s Agreements
 3. Water Supply Allocation Agreements
 - C. BOARD APPOINTMENTS
 1. Jacquelyn Nichols – Visioning Board
 2. Jennifer Nguyen – Visioning Board
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:**
- 6/12/24 Tree Board Minutes
 - 8/13/24 Town Commission Minutes
 - Service Agreement with Lakeland Area Mass Transit
 - Developer’s Agreement, GLK Real Estate, LLC
 - Developer’s Agreement, Legacy Hill of Dundee, LLC
 - Water Supply Allocation Agreement, Woodland Ranch Phase 1 and 2
 - Water Supply Allocation Agreement, TBHG, LLC – Shores of Lake Dell
 - Water Supply Allocation Agreement, GLK – Alford Ridge
 - Water Supply Allocation Agreement for Legacy Hill



TREE BOARD MEETING MINUTES

June 12, 2024, at 5:30 PM

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

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

CALL TO ORDER at 5:30PM by Chair Aguilar

PLEDGE OF ALLEGIANCE led by Chair Aguilar

ROLL CALL given by Administrative Assistant Glogowski

PRESENT

Michelle Smith
Shiela Aguilar
Jessica Farler

ABSENT

Patricia Joubert

Clerk Glogowski informed the board that she had heard from board member Patricia Joubert, who would not be able to attend tonight's meeting due to a family emergency out of town.

MOTION TO EXCUSE Patricia Joubert from the meeting made by Smith, Seconded by Farler. Passed unanimously.
Voting Yea: Farler, Smith, Aguilar

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

Chair Aguilar opened the floor for delegation. No one was present in delegation, so the floor was closed.

APPROVAL OF MINUTES

1. APPROVAL OF TREE BOARD MINUTES:

April 17, 2024

MOTION TO APPROVE the minutes from April 17, 2024, made by Smith, Seconded by Farler. Passed unanimously.

Voting Yea: Farler, Smith, Aguilar

NEW BUSINESS

2. DISCUSSION & ACTION – TREE BOARD DUTIES & RESPONSIBILITIES PERTAINING TO ORDINANCE 18-08

MOTION TO APPROVE list if invasive trees to be added to send to Planning & Zoning to add to the towns LDC as Excluded/Not allowed to be planted, made by Smith, Seconded by Aguilar. Passed unanimously.
Voting Yea: Farler, Smith, Aguilar

3. DISCUSSION – 2023/2024 BUDGET

MOTION TO TABLE the budget discussion until the next meeting. be added to send to Planning & Zoning to add to the towns LDC as Excluded/Not allowed to be planted, made by Smith, Seconded by Aguilar. Passed unanimously.
Voting Yea: Farler, Smith, Aguilar

4. DISCUSSION – RESIDENTIAL & COMMERCIAL BEAUTIFICATION AWARD

MOTION TO APPROVE changes to the beautification nomination form made by Aguilar, Seconded by Smith. Passed unanimously.
Voting Yea: Farler, Smith, Aguilar

MOTION TO APPROVE the flyer promoting the beautification award made by Aguilar, Seconded by Smith. Passed unanimously.
Voting Yea: Farler, Smith, Aguilar

5. DISCUSSION – TREE TRIMMING AND REMOVAL UPDATE

Public Works Director John Vice provided an update on tree trimming and removal since the last Tree Board meeting.

REPORTS FROM OFFICERS

ADJOURNMENT at 6:24PM

Respectfully Submitted,

Melissa Glogowski

Melissa Glogowski, H.R. Coordinator/Exec. Admin. Asst.

APPROVAL DATE: _____

AYES: _____ NAYS: _____



TOWN COMMISSION MEETING MINUTES

August 13, 2024 at 6:30 PM

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

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

CALL TO ORDER by Mayor Pennant at 6:30PM

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION given by Mayor Pennant

RECOGNITION OF SERGEANT AT ARMS – Sergeant Anderson

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

ROLL CALL given by Town Clerk O'Neill

PRESENT

Bert Goddard

Willie Quarles

Mary Richardson

Sam Pennant

ABSENT

Steve Glenn

MOTION TO EXCUSE Commissioner Glenn made by Quarles, Seconded by Goddard. Passed unanimously.
Voting Yea: Quarles, Richardson, Goddard, 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.

Annette Wilson, 408 Dr. Martin Luther King Street, Dundee, attended a community meeting on August 12th to get information about internet infrastructure and broadband service in Dundee. Ms. Wilson requested a copy of the

broadband map that shows infrastructure and hotspots. Attorney Claytor noted that structural engineering and independent contracts with internet providers would be necessary. Town Manager Davis responded about IT staffing questions. She also noted that the Polk County Library Cooperative provides broadband at the library. She stated that she will research the broadband map and will try to provide that information. The Town Manager asked Ms. Wilson to share the list of her questions.

Mr. Ray Rogers, representing the Board of Directors for Sertoma Camp Endeavor, 1300 Camp Endeavor Blvd., Dundee, commented about Camp Endeavor Boulevard. Mr. Rogers noted that it is currently a sand road, but it is set to be paved. He requested speed bumps and signs stating that deaf children are in the area. Mr. Rogers also commented that 8th Street South has been a sand road but is slated for paving. He requested some type of catchment basin to offset the water runoff. Town Manager Davis asked Mr. Alan Rayl with Rayl Engineering and Surveying, 810 East Main Street, to address the concerns on Camp Endeavor Boulevard, starting at the intersection of Campbell and 4th and Lincoln, going west on Lincoln. Mr. Rayl stated signage can be added at the Town's direction. Mr. Rayl addressed the concerns about runoff and noted the project was permitted by SWFWMD.

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR AUGUST 13, 2024

A. MINUTES

1. June 22, 2024 Budget Workshop
2. July 9, 2024 Town Commission Meeting
3. July 23, 2024 Town Commission Meeting

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

MOTION TO APPROVE THE MINUTES ON THE CONSENT AGENDA FOR AUGUST 13, 2024 made by Goddard, seconded by Quarles. Passed unanimously.

Voting Yea: Goddard, Quarles, Richardson, Pennant

B. AGREEMENTS - MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR ARCHITECTURAL, ENGINEERING, PLANNING, AND VARIOUS CONSULTING PROFESSIONAL SERVICES WITH CARTER AND KAYE ENGINEERING, LLC

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

Mayor Pennant opened the floor for comments from the Commission.

MOTION TO APPROVE THE AGREEMENTS ON THE CONSENT AGENDA FOR AUGUST 13, 2024 MEETING AGENDA made by Goddard, seconded by Quarles. The motion passed with 3 votes in favor and 1 against.

Voting Yea: Goddard, Quarles, Pennant

Voting Nay: Richardson

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

1. Mayor Pennant announced August 2024 is Florida Water Professionals Month.

MOTION TO SUPPORT FLORIDA WATER PROFESSIONALS' MONTH WITH A PROCLAMATION made by Quarles, seconded by Goddard. The motion passed unanimously.

Voting Yea: Goddard, Quarles, Richardson, Pennant

The Mayor read the proclamation in full and presented it to Town of Dundee staff from the Public Utilities Department. Town of Dundee Public Utilities Director, Tracy Mercer, recognized the dedicated work of Public Utilities staff and thanked them for their service to the Town.

APPROVAL OF AGENDA

Mayor Pennant asked staff if any changes to the meeting agenda had been made. Town Manager Davis reported that the only change was the addition of New Business Item #7.

MOTION TO APPROVE THE MEETING AGENDA FOR AUGUST 13, 2024, WITH CHANGES *made by Glenn, Seconded by Richardson. Passed unanimously.*

Voting Yea: Quarles, Richardson, Goddard, Pennant

NEW BUSINESS

2. DISCUSSION & ACTION, PCSO INTERLOCAL AGREEMENT MODIFICATION #4

Town Manager Davis provided a summary about the item.

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

MOTION TO APPROVE the PCSO Interlocal Agreement Modification #4 made by Richardson, seconded by Goddard.

Passed unanimously. Voting Yea: Quarles, Richardson, Goddard, Pennant

3. DISCUSSION & ACTION, RFP 24-07 DESIGN, CONSTRUCTION, AND INSTALLATION OF SPLASH PAD/PADS

Town Manager Davis provided the analysis.

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

Mayor Pennant asked staff for information.

Town Manager Davis described the proposal received from JCR Construction. Davis stated that civil engineering work has already been done, so the cost is anticipated to decrease. Town Manager Davis noted that approval from the Town Commission should be at a cost not to exceed \$950,000.

Michelle Thompson, 406 4th Street South, asked about the funding source being restricted funds, and the Town Manager confirmed.

Ms. Davis asked Mr. Rayl with Rayl Engineering to address the delegation. Mr. Rayl stated that the design plans for this project are fully engineered. Mayor Pennant thanked Mr. Rayl for his work on the project.

Commissioner Richardson asked why the project cost increased. Town Manager Davis stated that, when it was first put out to bid, the project was initially organized in phases. The \$950,000 includes the entire project. Commissioner Richardson asked whether the Town should move forward with a splash pad park when we need to take care of existing parks.

Mayor Pennant stated that the Town has been trying to make this happen for the residents and their children for some time.

Town Manager Davis explained that staff would not move forward without bringing a contract agreement to the Commission for consideration.

MOTION TO APPROVE THE AWARD OF RFP 24-07, DESIGN, CONSTRUCTION, AND INSTALLATION OF SPLASH PAD/S IN AN AMOUNT NOT TO EXCEED \$950,000 TO JCR CONSTRUCTION AND SERVICES, LLC, AND FURTHER DIRECT AND AUTHORIZE THE

TOWN ATTORNEY’S OFFICE TO PREPARE A CONSTRUCTION AGREEMENT TO BRING BACK TO THE TOWN COMMISSION FOR REVIEW AND APPROVAL.

Motion made by Goddard, Seconded by Quarles.

Voting Yea: Quarles, Richardson, Goddard, Pennant

4. **DISCUSSION & ACTION, TEMPORARY ROAD CLOSURES – FAMILY FUN DAY AT IMPACT CHURCH DUNDEE**

Town Manager 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 temporary road closure for the Impact Church Family Fun Day on August 24, 2024 made by Goddard, seconded by Richardson.

Voting Yea: Quarles, Richardson, Goddard, Pennant

5. **DISCUSSION & ACTION, TEMPORARY ROAD CLOSURES – TREE LIGHTING AND HOLIDAY PARADE**

Town Manager 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 temporary road closure for the Tree Lighting on Friday, December 6, 2024, 5-9 p.m., and the Parade on Saturday, December 14, 2024, 4-8 p.m., made by Quarles, seconded by Goddard.

Voting Yea: Quarles, Richardson, Goddard, Pennant

6. **DISCUSSION & ACTION, PLANNING AND VISIONING MEETINGS AND BOARD APPOINTMENTS**

Town Manager Davis gave the analysis. She presented the four board application for approval and a selection of days/times to consider for the initial kickoff meeting. Attorney Claytor advised that the members on the Visioning Board would need to operate under Government in the Sunshine Laws. Ms.

Davis informed the Commission that Commissioner Richardson had agreed to serve as the liaison between the Visioning Board and the Town Commission.

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

MOTION TO APPROVE the Visioning Board applications and appointments and to move forward with scheduling the initial meeting for Friday, September 20, 2024, at noon made by Richardson, seconded by Pennant

Voting Yea: Quarles, Richardson, Goddard, Pennant

7. DISCUSSION & ACTION, WORKSHOPS FOR TOWN OF DUNDEE TEMPORARY MORATORIUM

Town Manager 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 public workshop dates of August 27, 2024 and September 10, 2024 at 6:00 p.m. for the Town of Dundee temporary moratorium ordinance discussion made by Goddard, seconded by Quarles.

Voting Yea: Quarles, Richardson, Goddard, Pennant

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Town Manager

Commissioners

Mayor

PCSO REPORT None

FIRE DEPARTMENT REPORT None

TOWN ATTORNEY REPORT None

TOWN MANAGER REPORT

Town Manager Davis thanked the community for the opening of the Johnson Dog Park. Ms. Davis recognized the Public Works staff for their good work.

Dundee Elementary Academy earned an "A" grade, and Town Manager Davis recognized the principal. Ms. Davis would like to have a plaque presented to Principal Lana Tatom Headley at a future Town Commission meeting recognizing Dundee Elementary Academy's accomplishments.

Town Manager Davis stated that she will be attending the Florida League of Cities Conference in Hollywood, Florida later this week along with some other staff, Mayor, and Commissioners.

The Town Manager welcomed the new Town Clerk, Lita O'Neill.

COMMENTS FROM COMMISSIONERS

Commissioner Richardson thanked everyone for coming out tonight. She thanked law enforcement for protecting the community. She welcomed the new Town Clerk. She asked whether the entire Commission would be able to participate with supporting the schools next year. She also asked about Northeast Chamber of Commerce. Town Manager Davis responded that she would follow up.

Commissioner Quarles thanked everyone for coming to the meeting. He welcomed the new Town Clerk.

Commissioner Goddard recognized Dundee Elementary Academy and congratulated the principal and school. He welcomed the new Town Clerk.

COMMENTS FROM MAYOR

Mayor Pennant thanked the community members and staff for coming out this evening. He thanked the Town Clerk for the work she does.

ADJOURNMENT at 7:48PM

**Service Agreement
Town of Dundee and
Lakeland Area Mass Transit District**

This Service Agreement (hereinafter the "Agreement") is entered into as of the 1st day of October, 2024 (hereinafter the "Effective Date"), by and between the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "Dundee"), and the Lakeland Area Mass Transit District, an independent special district (hereinafter referred to as the "District").

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

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

WHEREAS, provision of adequate and effective public transit services is a continuing need in Polk County; and

WHEREAS, the District is the legal entity responsible for the operation and management of the public transportation system; and

WHEREAS, the parties acknowledge, represent and agree that Dundee and the District are not partners or joint venturers; and

WHEREAS, Dundee has agreed to participate in funding a portion of the fixed route services currently being operated through the municipal boundaries of Dundee; and

WHEREAS, Dundee and the District acknowledge and agree that the District will provide to Dundee transit services which include routes 17x, 27x, and 30; and

WHEREAS, Dundee and the District represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and Dundee and the District acknowledge the sufficiency of the consideration received; and

WHEREAS, the Town Commission of the Town of Dundee finds this Agreement between Dundee and the District to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the Town of Dundee,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The foregoing recitals are incorporated herein by the parties as true and correct statements which form a factual and material basis for entry into this Agreement between Dundee and the District.

2. The term of this Agreement shall be for a period of two (2) years commencing on October 1, 2024, through and including September 30, 2026.

3. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the District or Dundee may terminate this Agreement with no less than thirty (30) calendar days written notice to the other party. Notice shall be delivered as set forth in paragraph ten (10) of this Agreement. Either party may terminate this Agreement based on the other party's breach, by giving the breaching party written notice of the breach in accordance with paragraph ten (10) of this Agreement. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement immediately. Waiver by either party of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement.

4. No later than six (6) months before the end of the term of this Agreement, the District and Dundee shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuation of the service.

5. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Center located at 1212 George Jenkins Boulevard, Lakeland, Florida, or the County Operations Center located in Bartow or Winter Haven, Florida. Bus service will not be provided on holidays on which the District does not operate and on any other days on which the District does not operate.

6. The fee to be charged by the District for the transit service for the term of the Agreement will be \$27,948.42 per year. Dundee shall remit payment within thirty (30) business days from receipt of invoice.

7. Revenue derived from the operation of the transit system, including, but not limited to the proceeds from advertising and transit fares paid by passengers, will be the absolute property of the District; and the treatment of such revenue, including the banking and accounting thereof, will be as directed by the District.

8. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk; provided, however, that by entering into this Agreement, Dundee is not agreeing to be bound by or in any manner obligated by any of the District's rights, duties and obligations under such interlocal or other agreements referred to herein to which the District may be a party. Nothing in such agreements prohibits or limits the ability of any of the parties to this Agreement to deliver the various benefits specifically described herein.

9. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District is obligated to comply. Nothing in such laws, rules or regulations prohibits or limits the ability of any of the parties to this Agreement to deliver the various benefits specifically described herein.

10. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly

given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

DUNDEE: Town of Dundee
 ATTN: Lita O'Neill
 P.O. Box 1000
 Dundee, FL 33838
 E-mail: loneill@townofdundee.com

with a copy to, which shall not constitute notice, to:

Frederick J. Murphy, Jr.
 General Counsel, Bartow
 Boswell & Dunlap LLP
 Post Office Drawer 30
 Bartow, Florida 33831-0030
 E-mail: fjm@bosdun.com

DISTRICT: Lakeland Area Mass Transit District
 ATTN: General Manager
 1212 George Jenkins Boulevard
 Lakeland, Florida 33815

with a copy to, which shall not constitute notice, to:

Ben H. Darby, Jr.
 Counsel for the District
 Darby Law Group, P.A.
 Post Office Drawer 2971
 Lakeland, Florida 33806-2971

11. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

12. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties regarding the subject matter of this Agreement. Any renewals, alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed and approved by all entities to this Agreement, including but not limited to the governing bodies of both the District and Dundee. This Agreement supersedes all other agreements and proposals, oral or written,

regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

13. In the performance of this Agreement, the District will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venturer, or associate of Dundee. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of its employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Dundee.

14. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own attorney's fees, court costs and expenses.

15. This Agreement is subject to Chapter 119 of the Florida Statutes. To the extent that the District is deemed a "contractor" of Dundee under general Florida law, the District, pursuant to Section 119.0701 (1)(a) of the Florida Statutes, agrees to:

- (a) Keep and maintain Public Records required by Dundee to perform the Services specified herein.
- (b) Upon request from Dundee's custodian of Public Records, provide Dundee with a copy of the requested Public Records or allow the Public Records to be inspected or copied 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.
- (c) 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 term and following completion of the contracted work or service if District does not transfer the Public Records to Dundee.
- (d) Upon completion of the contracted work or service, transfer, at no cost, to Dundee all Public Records in possession of District or keep and maintain Public Records required by Dundee to perform the service. If District transfers all Public Records to Dundee upon completion of the contracted work or service, District shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If District keeps and maintains Public Records upon completion of the contracted work or service, District shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Dundee upon request from Dundee's custodian of Public Records, in a format that is compatible with Dundee's information technology systems.

IF DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LITA O'NEILL, AT (863) 438-8330, LONEILL@TOWNOFDUNDEE.COM.

If District does not comply with a public records request, Dundee shall enforce this contract provision, which may include immediate termination.

16. Nothing contained herein shall operate or be construed as a waiver of the District's or Dundee's limits of liability as set forth in Section 768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. No waiver of sovereign immunity is deemed to be made by either the District or Dundee by entering into this Agreement nor shall any terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any party to this Agreement.

17. Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein. The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

18. The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such time period is not contingent on an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date. For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in calendar days. In the event any time period or deadline identified in this Agreement expires or falls on a Saturday, Sunday or recognized holiday, said expiration or deadline shall be automatically tolled until 5:00 p.m. on the next available business day on which the District and Dundee are open for business to the public.

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

LIMITATION OF LIABILITY

IN NO EVENT, SHALL THE DISTRICT BE LIABLE TO DUNDEE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE DISTRICT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

IN NO EVENT, SHALL DUNDEE BE LIABLE TO DISTRICT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY DUNDEE WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed as of the day and year set forth above.

TOWN OF DUNDEE

ATTEST: _____
Lita O'Neill, Town Clerk

BY: _____
Mayor Samuel Pennant

LAKELAND AREA MASS TRANSIT
DISTRICT

ATTEST: _____

BY: _____

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap, LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, Florida 33831
Telephone (863) 533-7117

CONCURRENCY DEVELOPER'S AGREEMENT

THIS CONCURRENCY DEVELOPER'S AGREEMENT ("Agreement") is made this **29th day of August, 2024** by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **GLK Real Estate, LLC** (the "Developer").

FACTUAL RECITALS

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

WHEREAS, Town is vested with governmental, corporate and proprietary powers to enable municipal governments to conduct and perform municipal functions and render municipal services, including the exercise of any power for municipal purposes; and

WHEREAS, the Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number(s): 272823-000000-034010, 272823-000000-034020, 272823-000000-034030 & 272823-000000-032020, which totals approximately **49.24** acres (the "Property"); and

WHEREAS, the Developer is pursuing residential development of the Property; and

WHEREAS, the Alford Ridge Subdivision development (the "Development") which is located within the municipal boundaries of the Town is proposed to be developed on the Property; and

WHEREAS, the Public Supply Water Use Permit for the Town (the "Town WUP"), Water Use Permit No. 20005893.012, authorizes the withdrawal of 917,500 gallons per day; and

WHEREAS, pursuant to the Town WUP, the Town does not have the permitted capacity necessary to support the potable water needs and/or demands for the Development; and

WHEREAS, Town and Developer acknowledge and agree that the Town is currently unable to provide allocable water capacity for the Development; and

WHEREAS, pursuant to applicable provisions of the Code of Ordinances of the Town of Dundee and Town of Dundee Land Development Code, the Town and Developer acknowledge and agree that the facilities and services needed to support the Development are not available; and

WHEREAS, Town and Developer acknowledge and agree that, pursuant to Section 7.02.03 of the LDC, a development order and/or development permit will not be approved for the Development unless a satisfactory concurrency evaluation has been performed in accordance with Section 6.01.00 of the LDC; and

WHEREAS, pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the "Code"), the Town may require a developer/owner to enter into a developer's agreement which sets forth in detail the terms and conditions under which the Town will provide utility service to the subject real property; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer's agreement may be required prior to approval(s) in order to provide for the necessary expansion of the Town's water treatment facilities, or otherwise increase the permitted capacity of the Town WUP, to serve the Development; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC, the Town and Developer acknowledge and agree that any Town approval(s) will not create a reservation of potable water plant or network capacity, or a commitment to provide service, except as otherwise provided herein; and

WHEREAS, Town and Developer acknowledge and agree that, on August 23, 2022, at a duly noticed public meeting of the Town of Dundee Town Commission, the Town Commission considered and approved the Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, And The Town of Dundee, Florida (the "Interconnect Agreement"); and

WHEREAS, on _____, at a duly noticed public meeting of the Town of Dundee Town Commission, the Town Commission will consider Resolution No. _____ conditionally approving the Certified Subdivision Plan (the "CSP") for the Development; and

WHEREAS, pursuant to the CSP, if approved by the Town of Dundee Town Commission, the Developer may proceed with dry-line construction of the potable water lines for the Development; and

WHEREAS, the Developer acknowledges and agrees that, upon completion of the dry- line construction and other required improvements for the Development, the Town may not be able to provide allocable water capacity for the Development; and

WHEREAS, Developer acknowledges, represents, and agrees that it accepts any and all of the risk(s) related to proceeding with the Development; and

WHEREAS, Town acknowledges and agrees that the Developer holds fee simple title to an agricultural well (the "Well"); and

WHEREAS, the Well has been issued a water use permit granted by the Southwest Florida Water Management District ("SWFWMD"), Water Use Permit No. 7039 (the "Developer WUP"); and

WHEREAS, the Well provides irrigation water for agricultural uses on 49.24 acres of real property which includes, but is not limited to, the Property; and

WHEREAS, Developer offered and agreed to cooperate with the Town and SWFWMD in transferring the Well and any capacity related to the Developer WUP to the Town; and

WHEREAS, Town and Developer agree to enter into a Water Supply Allocation Agreement (the "Allocation Agreement") to facilitate the transfer of the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town; and

WHEREAS, Town and Developer acknowledge and agree that, upon receiving a credit or increase to the Town's WUP from SWFWMD arising out of the transfer of the Developer WUP and/or closing of the Well, any increase or credit to the Town's WUP will be allocated to the

Development on a pro-rata basis in a form and manner acceptable to the Town and Developer; and

WHEREAS, on _____, the Town of Dundee Town Commission and Developer agreed that, as a condition precedent to its entering into this Agreement, Developer and its successors and permitted assigns indemnify and hold harmless the Town, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Developer's construction of dry-lines, the Town's inability to provide allocable water capacity for the Development, and any subject covered by this Agreement; and

WHEREAS, Developer and its successors and permitted assigns agree to indemnify and hold the Town, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys' fees and costs) related to and/or arising out of this Agreement, the Allocation Agreement, and the transfer of the Well to the Town; and

WHEREAS, Developer acknowledges and agrees that any provision(s) set forth in this Agreement holding the Town, its elected and appointed officials, employees and agents harmless is intended to be as broad and inclusive as it relates to the terms of this Agreement and as is permitted by the laws of the State of Florida; and

WHEREAS, Developer acknowledges, represents, and agrees that the Town's willingness to enter into this Agreement shall not be construed by the Developer and/or its successors and permitted assigns as a waiver by the Town of applicable law; and

WHEREAS, Developer acknowledges, represents, and agrees that this Agreement is intended to and shall constitute a covenant running with the Property; and

WHEREAS, the parties acknowledge, represent and agree that the Town and Developer are not partners and/or joint venturers; and

WHEREAS, the parties agree that this Agreement shall be liberally construed in favor of the Town; and

WHEREAS, Town and Developer represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and the Town and Developer acknowledge the sufficiency of the consideration received; and

WHEREAS, The Town Commission of the Town of Dundee finds that this Agreement between the Town and Developer to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the Town of Dundee.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

SECTION 1. RECITALS. The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Agreement between the Town and Developer.

SECTION 2. PURPOSE. The purpose of this Agreement is to acknowledge and memorialize that as of the Effective Date (as defined in 3.12 of this Agreement) of this Agreement,

the Town (as defined in 3.2 of this Agreement) performed a concurrency evaluation and determined that it does not have the necessary public utility facilities and services related to potable water needed to support the Development (as defined in 3.11 of this Agreement). This Agreement shall therefore establish the respective rights and obligations of the Town, Developer, and any successors-in-interest to the Town and Developer concerning the Development (as defined in 3.11 of this Agreement) and concurrency approval for same.

SECTION 3. DEFINITIONS. Term(s) used in this Agreement and/or any exhibits incorporated herein and made a part hereof shall possess the meanings, interpretations and/or definitions assigned herein, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

3.1 *"Applicable Law"* means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

3.2 *"Town"* means the Town of Dundee, Florida.

3.3 *"Dundee Representative"* means the Town Manager, or her/his designated appointee, who is authorized to act on behalf of the Town in the administration of this Agreement. The Dundee Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.4 *"Developer"* means GLK REAL ESTATE, LLC, a Florida limited liability corporation, whose address is 346 East Central Avenue, Winter Haven, FL 33880, and any and all of the successors and permitted assigns.

3.5 *"Developer Representative"* any agent, employee and/or person with either apparent authority to act on behalf of Developer or the written authorization of Developer to act on its behalf in the administration of this Agreement. The Developer Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.6 *"Town Code"* means the Town of Dundee Code of Ordinances and Town of Dundee Land Development Code.

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

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

3.9 *"Business Day(s)"* means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

3.10 *"Town Commission"* means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee.

3.11 "Development" means the design, construction, paving, maintenance and improvements performed by the Developer for the Alford Ridge Subdivision project which is the subject of this Agreement and located on, over, under and across the Property and related to and/or arising out of the Alford Ridge Subdivision Subdivision.

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

3.13 "Term" means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in **SECTION 16** of this Agreement.

SECTION 4. OBLIGATIONS. The parties' obligations pursuant to this Agreement are stated below:

4.1 Town Obligations.

4.1.1 Pursuant to the Town Code (as defined by 3.6 of this Agreement) and Applicable Law (as defined by 3.1 of this Agreement), the Development (as defined by 3.11 of this Agreement) shall be subject to development review by the Town; and, in accordance with the development regulations set forth by the Town Code and Applicable Law, upon the payment of the applicable and required fee(s) by or on behalf of the Developer, the Town agrees to review any and all requests for a development order and/or development or construction permit.

4.1.2 The Town shall enter into a Water Supply Allocation Agreement (the "Allocation Agreement") with the Developer (as defined by 3.4 of this Agreement). A copy of the Allocation Agreement is attached hereto as Exhibit "A" and made a part hereof by reference.

4.1.3 The Town, upon receiving a credit or increase to the Public Supply Water Use Permit (No. 20005893.012) (the "Town WUP") from SWFWMD arising out of the transfer of the Well and or the Developer's Water Use Permit (**No. 7039**), (the "Developer WUP"), shall allocate and assign any increase or credit to the Town's WUP to the Development on a pro-rata basis in a forma and manner acceptable to the Town and Developer.

4.2 Developer Obligations.

4.2.1 Pursuant to the Town Code and Applicable Law (as defined by 3.1 of this Agreement), the Developer (as defined by 3.4 of this Agreement) shall apply for and obtain any and all required development orders, development permits and/or development approvals for the Development (as defined by 3.11 of this Agreement).

4.2.2 Pursuant to Section(s) 54-5 and 6.01.07.04 of the Town Code, any new development or improvement located on any parcel of land within the municipal boundaries of the Town or within the Town's water and wastewater service area, shall be required to connect to the Town's water and wastewater system at the time of development.

4.2.3 Pursuant to the Town Code and Applicable Law (as defined by 3.1 of this Agreement), the Developer (as defined by 3.4 of this Agreement) shall apply for and obtain any and all required development orders, development permits and/or development approvals for the Development (as defined by 3.11 of this Agreement).

4.2.4 Developer (as defined by 3.4 of this Agreement) shall enter into the Allocation Agreement (see attached Exhibit "A") with the Town; and, by entering into the Allocation Agreement, the Developer shall facilitate the transfer of the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town.

4.2.5 Developer (as defined by 3.4 of this Agreement) releases, acquits and forever discharges the Town, its elected and appointed officials, employees, and agents of and from any and all known or unknown claims, causes of action, suits, debts, dues, sums of money, damages, judgments, and demands whatsoever, in law or in equity, which Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents by reason of any matter, cause or thing, from the beginning of the world until the date on which this Agreement is terminated and/or expires, which are specifically arising out of the permitting and/or construction of "dry-lines," the Town's concurrency deficiency related to allocable potable water, the Town's inability to issue or approve development orders and/or development permits without allocable potable water capacity, and the terms and conditions set forth by this Agreement. This Release includes, but is not limited to, any case, lien, suit and/or cause of action, including reasonable attorney's fees both trial and appellate, and all other claims Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents whether arising out of tort, contract, equity, constitution, statute, or other theory of recovery, and whether for compensatory, punitive damages, or for equitable relief which Developer now has, or which may hereafter accrue or otherwise be acquired on account of or in any way growing out of, or which is the subject of the provisions set forth by this Agreement and specifically arising out of the Development.

4.2.6 This Agreement shall be binding on Developer, its successors in interest, and permitted assigns.

4.2.7 The obligations of the Developer shall survive the termination of this Agreement.

SECTIONS. DEVELOPER'S ACKNOWLEDGMENT OF RISK.

5.1 The Developer acknowledges that as of the Effective Date (as defined by 3.12 of this Agreement) the potable water utility facilities and services needed to support the Development (as defined by 3.11 of this Agreement) are not available concurrently with the impacts of the Development.

5.2 The Developer acknowledges, accepts, and assumes the risk(s) arising out of the Developer proceeding with the Development and installation of "dry-lines;" and, by entering into this Agreement, the Town does not guarantee the availability of allocable potable water capacity for the Development.

SECTION 6. FURTHER ASSURANCES. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the

specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

SECTION 7. BINDING EFFECT. Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto. The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development (as defined by 3.11 of this Agreement), such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with Applicable Law (as defined by 3.1 of this Agreement).

SECTION 8. MERGER This Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein. This Agreement supersedes all prior agreements and development orders pertaining to the subjects covered and/or described herein.

SECTION 9. NO EFFECT ON CODE VIOLATIONS; NO CONTRACT ZONING. This Agreement shall not be interpreted to condone, authorize or permit any violation of the Town Code or Applicable Law (as defined by 3.1 of this Agreement). Further, this Agreement shall not be construed as the Town's authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

SECTION 10. TOWN'S POLICE POWERS. The Developer (as defined by 3.4 of this Agreement) acknowledges and understands that the Town (as defined by 3.2 of this Agreement) is prohibited from engaging in "Contract Zoning" or the bartering away of its legislative prerogative. While the Town will cooperate with Developer as set forth herein, this Agreement does not constitute an approval that would require the exercise of Town's legislative and/or quasi-judicial authority. Provided further, nothing in this Agreement shall serve to affect or limit Town's police powers in the exercise of zoning decisions or other governmental action associated with the Development or any development order associated therewith. As such this Agreement shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

SECTION 11. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

SECTION 12. NOTICES. All notices, demands, requests, consents, approvals, and other communications (collectively referred to as the "Notice"), required or permitted to be given hereunder shall be in writing and sent by either: (i) registered or certified mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g. Federal Express, DHL, UPS, etc.); addressed to the party to be so notified as follows:

TOWN: TOWN OF DUNDEE
Attn: Tandra Davis, Town Manager
PO Box 1000
105 Center Street
Dundee, FL 33838-1000
Attention: Town Manager

With a copy to *(which shall not constitute notice)*:

Frederick J. Murphy, Jr.
Town Attorney, Town of Dundee
PO Drawer 30
245 South Central Avenue
Bartow, FL 33830

DEVELOPER: GLK Real Estate, LLC

346 East Central Avenue
Winter Haven, FL 33880

With a copy to *(which shall not constitute notice)*:

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notice(s), or that the address for the delivery of such notice(s) has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or facsimile number shall be effective.

SECTION 13. MISCELLANEOUS PROVISIONS

13.1 **Exhibits.** All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

13.2 **Headings.** The heading(s) preceding the several section(s), paragraph(s) and article(s) hereof are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

13.3 **Gender Neutral.** For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

13.4 **Calculation of Time.** The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence

on the day immediately following the Effective Date (as defined by 3.12 of this Agreement). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

13.5 **Neutral Interpretation.** Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

13.6 **Modification.** This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by the parties hereto and approved by the Town's governing body. No oral modifications will be effective or binding on either the Town or Developer regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

13.7 **Construction.** The parties acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in strict accordance with the terms, covenants and conditions set forth herein.

13.8 **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement. The Developer may not assign its rights, duties, and obligations under this Agreement in whole or in part without the Town's written consent as approved by the Town Commission which consent may not be unreasonably withheld, delayed, or conditioned.

13.9 **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party.

13.10 **Authorization.** The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

13.11 **Representations and Warranties.** Each party signing this Agreement represents and warrants that he she it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein.

13.12 **Compliance with Applicable Law.** The Developer (as defined by 3.4 of this Agreement) shall comply with Applicable Law (as defined by 3.1 of this Agreement) in performing the obligations and requirements set forth by the Agreement.

13.13 **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of

this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared to be severable.

13.14 **No Waiver.** Failure of the Town to enforce any right hereunder shall not be deemed a waiver of such right. The inaction or failure of the Town to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute a waiver of such Town's rights hereunder with respect to such action, non-action, and/or default. No covenant, condition or provision of this Agreement can be waived, except with the written consent of both the Town and Developer. Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver expressly and specifically states and/or identifies such default.

13.15 **Time is of the Essence.** Time is of the essence for all of the provisions, conditions, and terms of this Agreement.

SECTION 14. PUBLIC RECORDS. The Developer covenants and agrees to:

14.1 Keep and maintain public records required by the Town to perform in accordance with the terms of this Agreement.

14.2 Upon request from the Town's custodian of public records, provide the Town 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.

14.3 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 Agreement term and following completion of the Agreement if Developer does not transfer the records to the Town.

14.4 Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Developer or keep and maintain public records required by the Town to perform the service. If Developer transfers all public records to the Town upon completion of the Agreement, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the Agreement, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

14.5 If Developer does not comply with a public records request, Town shall enforce the Agreement which may include immediate termination of Agreement.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S

CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, EXT. 258, LOneill@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

14.6 This Section shall survive the termination of this Agreement.

SECTION 15. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Agreement.

SECTION 16. TERMINATION AND REMEDIES.

16.1 This Agreement shall remain in effect until the completion of the Development (as defined by 3.11 of this Agreement); and, on or before the effective date of the termination of this Agreement, the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement shall be required to be in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code (as defined by 3.6 of this Agreement). In the event the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code, the Town may, at its option, seek any remedy available at law or in equity and/or perform the necessary work and thereafter render an invoice for services to Developer for reimbursement.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

16.3 In no event shall the Town be liable to the Developer for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this agreement by the Town whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

SECTION 17. ENFORCEMENT COSTS. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

SECTION 18. JURY TRIAL EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT. ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR

OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

SECTION 19. DUTY TO COOPERATE IN GOOD FAITH. The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

SECTION 20. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

SECTION 21. RECORDATION. This Agreement shall constitute a covenant running with the Property and be recorded in the Public Records of Polk County, Florida.

The rest of this page left intentionally blank; signatures follow

Executed by the parties on the date shown adjacent thereto:

Developer:

**GLK Real Estate, LLC
A Florida limited liability company**

[Signature]
By: Lauren Schwenk, Managing Member

Lindsey Roden
Witness

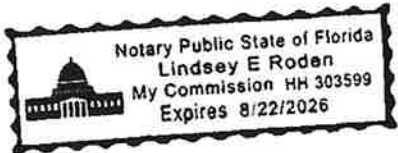
Jessica DeHaven
Witness

9/6/23
Date

**STATE OF FLORIDA
COUNTY OF Polk**

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 6th day of Sept, 2023 by Lauren Schwenk as Manager, on its behalf, who is personally known to me or who has produced _____ as identification.

Lindsey E Roden
Notary Public, State of Florida



Town of Dundee:

TOWN OF DUNDEE

By: _____
Sam Pennant, Town Mayor

ATTEST:

Lita O'Neill, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap, LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, Florida 33831
Telephone (863) 533-7117

Item C.

CONCURRENCY DEVELOPER'S AGREEMENT

THIS CONCURRENCY DEVELOPER'S AGREEMENT ("Agreement") is made this _____ day of _____, 2024 by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **LEGACY HILL OF DUNDEE, LLC**, a Florida limited liability corporation, whose address is 4900 Dundee Road, Winter Haven, Florida 33884 (the "Developer").

FACTUAL RECITALS

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

WHEREAS, Town is vested with governmental, corporate and proprietary powers to enable municipal governments to conduct and perform municipal functions and render municipal services, including the exercise of any power for municipal purposes; and

WHEREAS, the Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Numbers:

272835-000000-041060
272835-000000-041070
272835-000000-042010
272835-000000-042020
272835-000000-042040
272835-000000-042060
272835-000000-044050
272902-000000-031010
272902-000000-031040
272902-000000-033010
272902-000000-033020
272902-000000-031030

which totals approximately 152.77+/- acres (the "Property"); and

WHEREAS, the Legacy Hill Subdivision (the "Development") which is located within the municipal boundaries of the Town is proposed to be developed on the Property; and

WHEREAS, Developer and Town acknowledge and agree that, pursuant to Section 7.02.08 of the Town of Dundee Land Development Code (the "LDC"), the Development is a residential development built in phases; and

WHEREAS, the Public Supply Water Use Permit for the Town (the "Town WUP"), Water Use Permit No. 20005893.013, authorizes the withdrawal of 917,500 gallons per day; and

WHEREAS, pursuant to the Town WUP, the Town does not have the permitted capacity to necessary to support the potable water needs and/or demands for the Development; and

WHEREAS, Town and Developer acknowledge and agree that the Town is currently unable to provide allocable water capacity for the Development; and

WHEREAS, pursuant to applicable provisions of the Code of Ordinances of the Town of Dundee (the “Code”) and the LDC (collectively the “Town Code”), the Town and Developer acknowledge and agree that the facilities and services needed to support the Development are not currently available; and

WHEREAS, Town and Developer acknowledge and agree that, pursuant to Section 7.02.03 of the LDC and applicable provisions of the Town Code, a development order and/or development permit will not be approved for the Development unless a satisfactory concurrency evaluation has been performed in accordance with Section 6.01.00 of the LDC; and

WHEREAS, pursuant to Section 54-9 of the Code and applicable provisions of the Town Code, the Town may require a developer/owner to enter into a developer’s agreement which sets forth in detail the terms and conditions under which the Town will provide utility service to the subject real property; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer’s agreement may be required prior to approval(s) in order to provide for the necessary expansion of the Town’s water treatment facilities to serve the Development; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC, the Town and Developer acknowledge and agree that any Town approval(s) will not create a reservation of potable water plant or network capacity, or a commitment to provide service; and

WHEREAS, on October 4, 2023, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code (LDC), received an application for conditional approval of the Certified Subdivision Plan for the *Woodland Ranch Estates Phase III Subdivision* (the “CSP”); and

WHEREAS, on _____, the Town Commission of the Town of Dundee, at a duly noticed public meeting, adopted Resolution No. _____ (the “Resolution”) conditionally approving the CSP; and

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

WHEREAS, upon the passage of the Resolution (see **Exhibit “A”**), the Developer was authorized to proceed with construction of the potable water lines to service the Project; and

WHEREAS, the Developer acknowledges and agrees that, upon completion of the potable water line construction and other required improvements for the Development, the Town may not be able to provide allocable water capacity for the Development; and

WHEREAS, Developer acknowledges, represents, and agrees that it accepts any and all of the risk(s) related to proceeding with the Development; and

WHEREAS, Town acknowledges and agrees that the Developer holds fee simple title to agricultural wells and/or has the legally authority to convey title to the agricultural wells and any capacity arising out of the agricultural wells (the “Wells”); and

WHEREAS, Developer offered and agreed to cooperate with the Town and SWFWMD in transferring the Wells and any capacity related thereto to the Town; and

WHEREAS, Town and Developer agree to enter into a Water Supply Allocation Agreement (the "Allocation Agreement") to facilitate the transfer the Wells, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town; and

WHEREAS, Town and Developer acknowledge and agree that, upon receiving a credit or increase to the Town's WUP from SWFWMD arising out of the transfer of the Wells and/or closing of the Wells, any increase or credit to the Town's WUP will be allocated to the Developer, or its successor(s)-in-interest and/or assigns, on a pro-rata basis for use only within the Town's Chapter 180 Utility Service Area; and

WHEREAS, on _____, the Town of Dundee Town Commission and Developer agreed that, as a condition precedent to its entering into this Agreement, Developer and its successors and permitted assigns indemnify and hold harmless the Town, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Developer's construction of dry-lines, the Town's inability to provide allocable water capacity for the Development, and any subject covered by this Agreement; and

WHEREAS, Developer and its successors and assigns agree to indemnify and hold the Town, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys' fees and costs) related to and/or arising out of this Agreement and the transfer of the Wells to the Town; and

WHEREAS, Developer acknowledges and agrees that any provision(s) set forth in this Agreement holding the Town, its elected and appointed officials, employees and agents harmless is intended to be as broad and inclusive as is permitted by the laws of the State of Florida; and

WHEREAS, Developer acknowledges, represents, and agrees that the Town's willingness to enter into this Agreement shall not be construed by the Developer and/or its successors and assigns as a waiver by the Town of applicable law; and

WHEREAS, Developer acknowledges, represents, and agrees that this Agreement is intended to and shall constitute a covenant running with the Property; and

WHEREAS, the parties acknowledge, represent and agree that the Town and Developer are not partners and/or joint venturers; and

WHEREAS, the parties agree that this Agreement shall be liberally construed in favor of the Town; and

WHEREAS, Town and Developer represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and the Town and Developer acknowledge the sufficiency of the consideration received; and

WHEREAS, The Town Commission of the Town of Dundee finds that this Agreement between the Town and Developer to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the Town of Dundee; and

WHEREAS, this Agreement is entered into pursuant to general and home rule powers of the Town and is not a Development Agreement pursuant to Chapter 163 of Florida Statutes.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

SECTION 1. RECITALS. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and Developer.

SECTION 2. PURPOSE. The purpose of this Agreement is to acknowledge and memorialize that as of the Effective Date (as defined in 3.12 of this Agreement) of this Agreement, the Town (as defined in 3.2 of this Agreement) performed a concurrency evaluation and determined that it does not have the necessary public facilities and services needed to support the Development (as defined in 3.11 of this Agreement). This Agreement shall therefore establish the respective rights and obligations of the Town, Developer, and any successors-in-interest to the Town and Developer concerning the Development (as defined in 3.11 of this Agreement) and concurrency approval for same.

SECTION 3. DEFINITIONS. Term(s) used in this Agreement and/or any exhibits incorporated herein and made a part hereof shall possess the meanings, interpretations and/or definitions assigned herein, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

3.1 “*Applicable Law*” means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

3.2 “*Town*” means the Town of Dundee, Florida.

3.3 “*Dundee Representative*” means the Town Manager, or her/his designated appointee, who is authorized to act on behalf of the Town in the administration of this Agreement. The Dundee Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.4 “*Developer*” means LEGACY HILL OF DUNDEE, LLC, a Florida limited liability corporation, whose address is 4900 Dundee Road, Winter Haven, Florida 33884, and any and all of the successors and permitted assigns.

3.5 “*Developer Representative*” any agent, employee and/or person with either apparent authority to act on behalf of Developer or the written authorization of Developer to act on its behalf in the administration of this Agreement. The Developer Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.6 “*Town Code*” means the Town of Dundee Code of Ordinances and Town of Dundee Land Development Code.

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

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

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

3.10 “*Town Commission*” means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee.

3.11 “*Development*” means the design, construction, paving, maintenance and improvements performed by the Developer for the *Legacy Hill Subdivision* project which are the subject of this Agreement and located on, over, under and across the Property.

3.12 “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which the Certified Subdivision Plan for the *Legacy Hill Subdivision* and Resolution No. _____ were approved by the Town Commission at a duly noticed public meeting.

3.13 “*Term*” means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in **SECTION 16** of this Agreement.

SECTION 4. OBLIGATIONS. The parties’ obligations pursuant to this Agreement are stated below:

4.1 Town Obligations.

4.1.1 Pursuant to the Town Code (as defined by 3.6 of this Agreement) and Applicable Law (as defined by 3.1 of this Agreement), the Development (as defined by 3.11 of this Agreement) shall be subject to development review by the Town; and, in accordance with the development regulations set forth by the Town Code and Applicable Law, upon the payment of the applicable and required fee(s) by or on behalf of the Developer, the Town agrees to review any and all requests for a development order and/or development or construction permit.

4.1.2 To the extent applicable, the Town shall negotiate and enter into a separate Water Supply Allocation Agreement (the “Allocation Agreement”) with the Developer (as defined by 3.4 of this Agreement).

4.1.3 The Town, upon entering into a separate Allocation Agreement with the Developer and receiving a credit or increase to the Public Supply Water Use Permit (No. 20005893.013) (the “Town WUP”) from SWFWMD arising out of the transfer of the Wells, shall allocate and assign any increase or credit to the Town’s WUP to the Developer on a pro-rata basis.

4.2 Developer Obligations.

4.2.1 Pursuant to the Town Code and Applicable Law (as defined by 3.1 of this Agreement), the Developer (as defined by 3.4 of this Agreement) shall apply for and obtain any and all required development orders, development permits and/or development approvals for the Development (as defined by 3.11 of this Agreement).

4.2.2 Pursuant to Section(s) 54-5 and 6.01.07.04 of the Town Code, any new development or improvement located on any parcel of land within the municipal boundaries of the Town or within the Town's water and wastewater service area, shall be required to connect to the Town's water and wastewater system at the time of development.

4.2.3 If mutually determined by the Town and Developer to be applicable, the Developer (as defined by 3.4 of this Agreement) shall negotiate and enter into a separate Allocation Agreement with the Town; and, by entering into the Allocation Agreement, the Developer shall facilitate the transfer the Wells, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Wells to the Town in accordance with the terms and conditions of the Allocation Agreement.

4.2.4 Developer (as defined by 3.4 of this Agreement) releases, acquits and forever discharges the Town, its elected and appointed officials, employees, and agents of and from any and all known or unknown claims, causes of action, suits, debts, dues, sums of money, damages, judgments, and demands whatsoever, in law or in equity, which Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents by reason of any matter, cause or thing, from the beginning of the world until the date on which this Agreement is terminated and/or expires, which are specifically arising out of the Development. This Release includes, but is not limited to, any case, lien, suit and/or cause of action, including reasonable attorney's fees both trial and appellate, and all other claims Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents whether arising out of tort, contract, equity, constitution, statute, or other theory of recovery, and whether for compensatory, punitive damages, or for equitable relief which Developer now has, or which may hereafter accrue or otherwise be acquired on account of or in any way growing out of, or which is the subject of the provisions set forth by this Agreement and specifically arising out of the Development.

4.2.5 This Agreement shall be binding on Developer, its successors in interest, and permitted assigns.

4.2.6 The obligations of the Developer shall survive the termination of this Agreement.

SECTION 5. DEVELOPER'S ACKNOWLEDGMENT OF RISK.

5.1 The Developer acknowledges that as of the Effective Date (as defined by 3.12 of this Agreement) the facilities and services needed to support the Development (as defined by 3.11 of this Agreement) are not available concurrently with the impacts of the Development.

5.2 The Developer acknowledges, accepts, and assumes the risk(s) arising out of the Developer proceeding with the Development and installation of "dry-lines;" and, by

entering into this Agreement, the Town does not guarantee the availability of allocable potable water capacity for the Development.

SECTION 6. FURTHER ASSURANCES. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

SECTION 7. BINDING EFFECT. Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto. The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development (as defined by 3.11 of this Agreement), such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with Applicable Law (as defined by 3.1 of this Agreement).

SECTION 8. MERGER. This Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein. This Agreement supersedes all prior agreements and development orders pertaining to the subjects covered and/or described herein.

SECTION 9. NO EFFECT ON CODE VIOLATIONS; NO CONTRACT ZONING. This Agreement shall not be interpreted to condone, authorize or permit any violation of the Town Code or Applicable Law (as defined by 3.1 of this Agreement). Further, this Agreement shall not be construed as the Town's authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

SECTION 10. TOWN'S POLICE POWERS. The Developer (as defined by 3.4 of this Agreement) acknowledges and understands that the Town (as defined by 3.2 of this Agreement) is prohibited from engaging in "Contract Zoning" or the bartering away of its legislative prerogative. While the Town will cooperate with Developer as set forth herein, this Agreement does not constitute an approval that would require the exercise of Town's legislative and/or quasi-judicial authority. Provided further, nothing in this Agreement shall serve to affect or limit Town's police powers in the exercise of zoning decisions or other governmental action associated with the Development or any development order associated therewith. As such, this Agreement shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

SECTION 11. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) shall be governed by Florida law. Venue for any litigation pertaining to or

arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

SECTION 12. NOTICES. All notices, demands, requests, consents, approvals, and other communications (collectively referred to as the “Notice”), required or permitted to be given hereunder shall be in writing and sent by either: (i) registered or certified mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g. Federal Express, DHL, UPS, etc.); addressed to the party to be so notified as follows:

TOWN: TOWN OF DUNDEE
Attn: Tandra Davis, Town Manager
PO Box 1000
105 Center Street
Dundee, FL 33838-1000
Attention: Town Manager

With a copy to (*which shall not constitute notice*):

Frederick J. Murphy, Jr.
Town Attorney, Town of Dundee
PO Drawer 30
245 South Central Avenue
Bartow, FL 33830

DEVELOPER: Legacy Hill of Dundee, LLC
Attn: Harold R. Baxter
4900 Dundee Road
Winter Haven, Florida 33884

With a copy to (*which shall not constitute notice*):

Peterson & Myers, P.A.
Attn: John B. (Bart) Allen
P.O. Box 24628
Lakeland, FL 33802

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notice(s), or that the address for the delivery of such notice(s) has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or facsimile number shall be effective.

SECTION 13. MISCELLANEOUS PROVISIONS.

13.1 **Exhibits.** All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

13.2 **Headings.** The heading(s) preceding the several section(s), paragraph(s) and article(s) hereof are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

13.3 **Gender Neutral.** For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

13.4 **Calculation of Time.** The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date (as defined by 3.12 of this Agreement). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

13.5 **Neutral Interpretation.** Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

13.6 **Modification.** This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by the parties hereto and approved by the Town's governing body. No oral modifications will be effective or binding on either the Town or Developer regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

13.7 **Construction.** The parties acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in strict accordance with the terms, covenants and conditions set forth herein.

13.8 **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

13.9 **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party.

13.10 **Authorization.** The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

13.11 **Representations and Warranties.** Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein.

13.12 **Compliance with Applicable Law.** The Developer (as defined by 3.4 of this Agreement) shall comply with Applicable Law (as defined by 3.1 of this Agreement) in performing the obligations and requirements set forth by the Agreement.

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

13.14 **No Waiver.** Failure of the Town to enforce any right hereunder shall not be deemed a waiver of such right. The inaction or failure of the Town to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute a waiver of such Town's rights hereunder with respect to such action, non-action, and/or default. No covenant, condition or provision of this Agreement can be waived, except with the written consent of both the Town and Developer. Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver expressly and specifically states and/or identifies such default.

13.15. **Time is of the Essence.** Time is of the essence for all of the provisions, conditions, and terms of this Agreement.

SECTION 14. PUBLIC RECORDS. The Developer covenants and agrees to:

14.1 Keep and maintain public records required by the Town to perform in accordance with the terms of this Agreement.

14.2 Upon request from the Town's custodian of public records, provide the Town 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.

14.3 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 Agreement term and following completion of the Agreement and/or any amendment(s) issued hereunder if the Developer does not transfer the records to the Town.

14.4 Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Developer or keep and maintain public records required by the Town to perform the service. If the Developer transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN’S CUSTODIAN OF PUBLIC RECORDS, TREVOR DOUTHAT, AT 863-438-8330, EXT. 238, TDouthat@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If the Developer does not comply with a public records request, the Town shall enforce the Agreement and/or any amendment(s) issued hereunder which may include immediate termination of Agreement and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

SECTION 15. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to act as a waiver of the Town’s sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Agreement.

SECTION 16. TERMINATION AND REMEDIES.

16.1 This Agreement shall remain in effect until the completion of the Development (as defined by 3.11 of this Agreement); and, on or before the effective date of the termination of this Agreement, the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement shall be required to be in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code (as defined by 3.6 of this Agreement). In the event the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code, the Town may, at its option, seek any remedy available at law or in equity and/or perform the necessary work and thereafter render an invoice for services to Developer for reimbursement.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 17. ENFORCEMENT COSTS. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

SECTION 18. JURY TRIAL. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS

CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

SECTION 19. DUTY TO COOPERATE IN GOOD FAITH. The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

SECTION 20. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

SECTION 21. STATE LAW COMPLIANCE. The following provisions are included to comply with Florida State Statutes:

- (a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing and/or entering into the Agreements, DEVELOPER certifies that it does not and did not at any time since the submission of a response to the TOWN'S initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. DEVELOPER understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate the Agreements at the TOWN'S option if the DEVELOPER is found to have submitted a false certification.
- (b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or 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, vendor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By executing the Agreements, DEVELOPER certifies that it is not on the convicted vendor list.

- (c) ***Drug-Free Workplace.*** By executing the Agreement(s), DEVELOPER certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- (d) ***E-Verify.*** By entering into the Agreement(s), DEVELOPER becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the DEVELOPER and any subcontractor hired by the DEVELOPER. If the DEVELOPER enters into a contract with a subcontractor, the subcontractor must provide the DEVELOPER with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Agreement(s), or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) Calendar Days after the date of termination. If the Agreement(s) are terminated for a violation of the statute by the DEVELOPER, the DEVELOPER may not be awarded a public contract for a period of one (1) year after the date of termination.
- (e) ***No Consideration of Social, Political, and Ideological Interests.*** DEVELOPER acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective vendor and/or contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. DEVELOPER affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the DEVELOPER'S social, political, or ideological interests in negotiating, awarding, and/or entering into the Agreement(s).
- (f) ***Contracting with Foreign Entities.*** By executing the Agreement(s), DEVELOPER certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, DEVELOPER certifies that no government of a Foreign Country of Concern has a "controlling interest" in DEVELOPER as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the DEVELOPER organized under the laws of a Foreign Country of Concern, nor does the DEVELOPER have its principal place of business located in a Foreign Country of Concern. If the Agreement(s) permit the DEVELOPER to access the personal identifying information of any individual, DEVELOPER agrees to notify the TOWN

in advance of any contemplated transaction that would cause DEVELOPER to be disqualified from such access under Section 287.138 of the Florida Statutes. DEVELOPER agrees to furnish the TOWN with an affidavit signed by an officer or representative of the DEVELOPER under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

SECTION 22. RECORDATION. This Agreement shall constitute a covenant running with the Property and be recorded in the Public Records of Polk County, Florida.

The rest of this page left intentionally blank; signatures follow

Executed by the parties on the date shown adjacent thereto:

Developer:

**LEGACY HILL OF DUNDEE, LLC,
a Florida limited liability company**

By: _____
Harold R. Baxter, Managing Member

Witness

Witness

Date

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2024, by _____, as _____, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____
My commission expires: _____

**TOWN OF DUNDEE, FLORIDA, a
Florida municipal corporation**

ATTEST:

Samuel Pennant, Mayor

Lita O'Neill, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, FL 33831

WATER SUPPLY ALLOCATION AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of November 2022, by and between WOODLAND RANCH ESTATES, LLC, a _____, ("OWNER"), and the **TOWN OF DUNDEE, FLORIDA**, a municipal corporation created under the laws of the State of Florida ("TOWN").

RECITALS

1. TOWN owns and operates a central water supply system and provides central water service throughout its exclusive service area.
2. OWNER owns property ("Property") upon which it currently owns and operates well(s) through which groundwater is supplied for agricultural or other uses on the Property. The Property is described in Exhibit "A" attached to and incorporated in this Agreement.
3. OWNER proposes to develop the Property which contemplates a conversion of land uses from agricultural or other uses to urban uses.
4. These urban uses will require the extension and delivery of domestic potable water service to the Property.
5. OWNER desires the extension of domestic potable water service to the Property.
6. TOWN is ready, willing, and able to extend such service subject to later execution of an agreement regarding the TOWN's provision of water and wastewater services for the Property as well as other development matters associated with the Property and further subject to transfer of OWNER's water allocation associated with the well(s) located on the Property.
7. OWNER is willing to agree to such water allocation.
8. The parties agree and acknowledge that each of them is authorized and empowered to enter into this Agreement.

ACCORDINGLY, in consideration of the above-referenced Recitals, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. **RECITALS**. The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2. **WATER ALLOCATION TRANSFER**. The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District (“SWFWMD”) under consumptive use/water use permit no. 4239.007 and portions of 10991.003 (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN. The permitting quantity for the well(s) is currently 40,800 and a portion of 35,300 gallons per day (“GPD”). OWNER further agrees to transfer said permit to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. This transfer shall become effective upon the effective date of this Agreement.

SECTION 3. **RECORDING**. OWNER agrees that TOWN may record this Agreement in the Public Records of Polk County, Florida.

SECTION 4. **EFFECTIVE DATE**. The Effective Date of this Agreement shall be the date on which the TOWN’s governing body approves this Agreement.

SECTION 5. **COVENANT RUNNING WITH THE LAND**. OWNER agrees that its transfer of water allocation is a covenant running with the Property and shall be binding on future owners of the Property.

SECTION 6. **WATER SERVICE**. Upon execution of an agreement regarding the TOWN’s provision of water and wastewater services, the TOWN shall provide water service to the OWNER, its successors or assigns for use on the Property.

SECTION 7. **SEVERABILITY**. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 8. **GOVERNING LAW AND VENUE**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be exclusively in the state courts of competent jurisdiction in Polk County, Florida.

SECTION 9. **AUTHORITY TO EXECUTE AGREEMENT**. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full

power and authority to bind the entity for which that person is signing.

SECTION 10. **CAPACITY**. No specific reservation of water or wastewater capacity is granted by TOWN under this Agreement EXCEPT as specifically stated herein.

SECTION 11. **ARMS LENGTH TRANSACTION**. Both parties have contributed to the preparation, drafting and negotiation of this Agreement and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 12. **AMENDMENT AND ASSIGNMENT**. This Agreement may not be amended and/or assigned, unless evidenced in writing and executed by the parties hereto and approved by the TOWN's governing body.

SECTION 13. **PUBLIC RECORDS**. Pursuant to Florida law, if the OWNER is a "contractor" as defined in § 119.0701(1)(a), Florida Statutes, OWNER must comply with Florida's public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the services herein.
- (b) Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the OWNER upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the TOWN's information technology systems.

IF OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, EXT. 258, LONEILL@TOWNOFDUNDEE.COM, 202 EAST MAIN STREET, DUNDEE, FL 33838.

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

ATTEST:

**TOWN OF DUNDEE, FLORIDA, a
Florida municipal corporation**

Lita O'Neill
Town Clerk

Samuel Pennant
Mayor

Approved as to form and correctness:

Frederick J. Murphy, Jr.
Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared SAMUEL PENNANT, as Mayor of the Town of Dundee, Florida, a Florida municipal corporation, to me well known and known to me to be the individual described in and/or produced _____ as identification and who executed the forgoing instrument, and was authorized on behalf of said Town of Dundee, Florida, a Florida municipal corporation, to execute same, and he severally acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, _____.

My Commission expires:

Notary Public in and for the State of Florida at Large

OWNER

By: _____
Print Name:

↑ _____ Witness signature ↑

Its: _____

↑ Witness signature ↑

Date: _____

Print witness name: _____

[CORPORATE SEAL]

↑ _____ Witness signature ↑

↑ Witness signature ↑

Print witness name: _____

STATE OF FLORIDA
COUNTY OF _____

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared _____, as _____ of _____, a _____, to me well known and known to me to be the individual described in and/or produced _____ as identification and who executed the forgoing instrument, and was authorized on behalf of said _____, a _____, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2022.

My Commission expires:

Notary Public in and for the State of Florida at Large

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT 1:

The SW 1/4 of the SW 1/4 of Section 25, Township 28 South, Range 27 East, Polk County, Florida; LESS the East 280 feet of the South 792 feet thereof, and LESS N 1/2 of the following described property:

Commence at the SW corner of the SW 1/4 of the SW 1/4 of Section 25, Township 28 South, Range 27 East, and thence run West along the South boundary line of said section for a distance of 20.3 feet, and thence run Northeasterly along the existing fence line to a point in the North line of the SW 1/4 of the SW 1/4 of said Section 25, which is 33 feet East of the NW corner of said SW 1/4 of SW 1/4 of Section 25, and thence run West 33 feet to the NW corner of the SW 1/4 of SW 1/4 of Section 25, Township 28 South, Range 27 East, and thence run South 1324.41 feet to the point of beginning.

TRACT 2:

PARCEL 1:

S 1/2 of NE 1/4 of SE 1/4 of Section 26, Township 28 South, Range 27 East, Polk County, Florida, LESS existing Road Rights-of-Way.

AND

Begin at the Northwest corner of the SW 1/4 of SW 1/4 of Section 25, Township 28 South, Range 27 East, Polk County, Florida; run thence East 33 feet, run thence Northeasterly along the fence line to the point on the intersection of said fence line and the North line of the SW 1/4 of the NW 1/4 of SW 1/4 of said Section 25, and thence run West 41 feet to the West section line of said Section 25, and thence run South to the Point of Beginning.

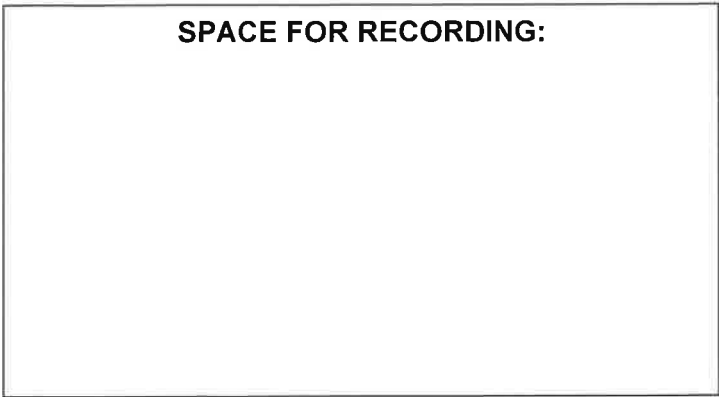
AND

PARCEL 2:

The North 1/2 of the SE 1/4 of the SE 1/4 of Section 26, Township 28 South, Range 27 East, LESS existing road right of way, Polk County, Florida.

AND

N 1/2 of the following described property: Commence at the SW corner of the SW 1/4 of the SW 1/4 of Section 25, Township 28 South, Range 27 East, Polk County, Florida, and thence run East along the South boundary line of said Section for a distance of 20.3 feet and thence run Northeasterly along the existing fence line to a point in the North line of the SW 1/4 of the SW 1/4 of said Section 25, which is 33 feet East of the NW corner of said SW 1/4 of SW 1/4 of said Section 25, and thence run West 33 feet to the NW corner of the SW 1/4 of the SW 1/4 of Section 25, Township 28 South, Range 27 East, and thence run South 1324.41 feet to the point of beginning.



THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, FL 33831

WATER SUPPLY ALLOCATION AGREEMENT

THIS **WATER SUPPLY ALLOCATION AGREEMENT** (the "Agreement") is made and entered into **this 8th day of November 2022**, by and between **TBHG**, an **LLC**, whose address is **3100 Cypress Gardens Road, Winter Haven, Florida 33884** (the "OWNER"), and the **TOWN OF DUNDEE, FLORIDA**, a municipal corporation created under the laws of the State of Florida ("TOWN").

RECITALS

1. TOWN owns and operates a central water supply system and provides central water service throughout its exclusive service area.
2. OWNER owns property ("Property") upon which it currently owns and operates well(s) through which groundwater is supplied for agricultural or other uses on the Property. The Property is described in **Exhibit "A"** attached to and incorporated in this Agreement.
3. OWNER proposes to develop the Property which contemplates a conversion of land uses from agricultural or other uses to urban uses.
4. These urban uses will require the extension and delivery of domestic potable water service to the Property.
5. OWNER desires the extension of domestic potable water service to the Property.
6. TOWN is ready, willing, and able to extend such service subject to later execution of an agreement regarding the TOWN's provision of water and wastewater services for the Property as well as other development matters associated with the Property and further subject to transfer of OWNER's water allocation associated with the well(s) located on the Property
7. OWNER is willing to agree to such water allocation.
8. The parties agree and acknowledge that each of them is authorized and empowered to enter into this Agreement.

ACCORDINGLY, in consideration of the above-referenced Recitals, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. **RECITALS**. The above-referenced Recitals (WHEREAS clauses) are true and correct and form a material part of this Agreement.

SECTION 2. **WATER ALLOCATION TRANSFER**. The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District ("SWFWMD") under consumptive use/water use permit no. 42.005, (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN. The permitting quantity for the well(s) is currently **13,400 gallons per day** ("GPD"). OWNER further agrees to transfer said permit to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. This transfer shall become effective upon the effective date of this Agreement.

SECTION 3. **RECORDING**. OWNER agrees that TOWN may record this Agreement in the Public Records of Polk County, Florida.

SECTION 4. **EFFECTIVE DATE**. The Effective Date of this Agreement shall be the date on which the TOWN's governing body approves this Agreement.

SECTION 5. **COVENANT RUNNING WITH THE LAND**. OWNER agrees that its transfer of water allocation is a covenant running with the Property and shall be binding on future owners of the Property.

SECTION 6. **WATER SERVICE**. Upon execution of an agreement regarding the TOWN's provision of water and wastewater services, the TOWN shall provide water service to the OWNER, its successors or assigns for use on the Property.

SECTION 7. **SEVERABILITY**. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 8. **GOVERNING LAW AND VENUE**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be exclusively in the state courts of competent jurisdiction in Polk County, Florida.

SECTION 9. **AUTHORITY TO EXECUTE AGREEMENT**. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full power and authority to bind the entity for which that person is signing.

SECTION 10. **CAPACITY**. No specific reservation of water or wastewater capacity is granted by TOWN under this Agreement EXCEPT as specifically stated herein.

SECTION 11. **ARMS LENGTH TRANSACTION**. Both parties have contributed to the preparation, drafting and negotiation of this Agreement and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 12. **AMENDMENT AND ASSIGNMENT**. This Agreement may not be amended and/or assigned, unless evidenced in writing and executed by the parties hereto and approved by the TOWN's governing body.

SECTION 13. **PUBLIC RECORDS**. Pursuant to Florida law, if the OWNER is a "contractor" as defined in § 119.0701(1)(a), Florida Statutes, OWNER must comply with Florida's public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the TOWN to perform the services herein.
- (b) Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the OWNER upon termination of the Agreement and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the TOWN's information technology systems.

IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, LITA O'NEILL, AT 863-438-8330, EXT. 258, LONEILL@TOWNOFDUNDEE.COM, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

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

ATTEST:

**TOWN OF DUNDEE, FLORIDA, a
Florida municipal corporation**

Lita O'Neill
Town Clerk

Samuel Pennant
Mayor

Approved as to form and correctness:

Frederick J. Murphy, Jr.
Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared **SAMUEL PENNANT**, as Mayor of the Town of Dundee, Florida, a Florida municipal corporation, to me well known and known to me to be the individual described in and/or produced _____ as identification and who executed the forgoing instrument, and was authorized on behalf of said Town of Dundee, Florida, a Florida municipal corporation, to execute same, and he severally acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2024.

My Commission expires:

Notary Public in and for the State of Florida at Large

Executed by the parties on the date shown adjacent thereto:

Developer

**DUNDEE FREDERICK, LLC,
A Florida limited liability company**

By: *[Signature]*
Managing Member

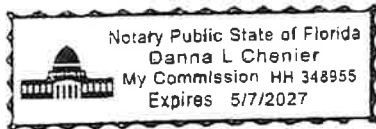
[Signature]
Witness

[Signature]
Witness

5/6/2024
Date

**STATE OF FLORIDA
COUNTY OF Polk**

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 6th day of MAY, 2024, by Andrew Swartz, as MANAGING MEMBER on its behalf, who is personally known to me or who has produced _____ as identification.



[Signature]
Notary Public, State of Florida
Printed Name: DANNA L CHENIER
My commission expires: 5-7-2027

EXHIBIT "A"

LEGAL DESCRIPTION & DEPICTION OF PROPERTY

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, FL 33831

WATER SUPPLY ALLOCATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between _____, a _____ ("OWNER"), and the **TOWN OF DUNDEE, FLORIDA**, a municipal corporation created under the laws of the State of Florida ("TOWN").

RECITALS

1. TOWN owns and operates a central water supply system and provides central water service throughout its exclusive service area.
2. OWNER owns property ("Property") upon which it currently owns and operates well(s) through which groundwater is supplied for agricultural or other uses on the Property. The Property is described in Exhibit "A" attached to and incorporated in this Agreement.
3. OWNER proposes to develop the Property which contemplates a conversion of land uses from agricultural or other uses to urban uses.
4. These urban uses will require the extension and delivery of domestic potable water service to the Property.
5. OWNER desires the extension of domestic potable water service to the Property.
6. TOWN is ready, willing, and able to extend such service subject to later execution of an agreement regarding the TOWN's provision of water and wastewater services for the Property as well as other development matters associated with the Property and further subject to transfer of OWNER's water allocation associated with the well(s) located on the Property.
7. OWNER is willing to agree to such water allocation.
8. The parties agree and acknowledge that each of them is authorized and empowered to enter into this Agreement.

ACCORDINGLY, in consideration of the above-referenced Recitals, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. WATER ALLOCATION TRANSFER. The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District ("SWFWMD") under consumptive use/water use permit no. **7039** (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN. The permitting quantity for the well(s) is currently **44,900** gallons per day ("GPD"). OWNER further agrees to transfer said permit to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. This transfer shall become effective upon the effective date of this Agreement.

SECTION 3. RECORDING. OWNER agrees that TOWN may record this Agreement in the Public Records of Polk County, Florida.

SECTION 4. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date on which the TOWN's governing body approves this Agreement.

SECTION 5. COVENANT RUNNING WITH THE LAND. OWNER agrees that its transfer of water allocation is a covenant running with the Property and shall be binding on future owners of the Property.

SECTION 6. WATER SERVICE. Upon execution of an agreement regarding the TOWN's provision of water and wastewater services, the TOWN shall provide water service to the OWNER, its successors or assigns for use on the Property.

SECTION 7. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 8. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be exclusively in the state courts of competent jurisdiction in Polk County, Florida.

SECTION 9. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full

power and authority to bind the entity for which that person is signing.

SECTION 10. CAPACITY. No specific reservation of water or wastewater capacity is granted by TOWN under this Agreement EXCEPT as specifically stated herein.

SECTION 11. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this Agreement and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 12. AMENDMENT AND ASSIGNMENT. This Agreement may not be amended and/or assigned, unless evidenced in writing and executed by the parties hereto and approved by the TOWN's governing body.

SECTION 13. PUBLIC RECORDS. Pursuant to Florida law, if the OWNER is a "contractor" as defined in § 119.0701(1)(a), Florida Statutes, OWNER must comply with Florida's public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the services herein.
- (b) Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the OWNER upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the TOWN's information technology systems.

IF OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, JGARCIA@TOWNOFDUNDEE.COM, 202 EAST MAIN STREET, DUNDEE, FL 33838.

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

ATTEST:

**TOWN OF DUNDEE, FLORIDA, a
Florida municipal corporation**

Lita O'Neill
Town Clerk

Samuel Pennant
Mayor

Approved as to form and correctness:

Frederick J. Murphy, Jr.
Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared SAMUEL PENNANT, as Mayor of the Town of Dundee, Florida, a Florida municipal corporation, to me well known and known to me to be the individual described in and/or produced _____ as identification and who executed the forgoing instrument, and was authorized on behalf of said Town of Dundee, Florida, a Florida municipal corporation, to execute same, and he severally acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, _____.

My Commission expires:

Notary Public in and for the State of Florida at Large

OWNER

[Signature]

By: Lauren Schick
Print Name:

Its: manager

Date: 9/6/23

[CORPORATE SEAL]

Lindsay Roden
↑ Witness signature ↑

Print witness name: Lindsay Roden
[Signature]
↑ Witness signature ↑
Witness signature

Print witness name: Bsima Fawilski
↑ Witness signature ↑
Witness signature

STATE OF FLORIDA
COUNTY OF Polk

Before me, by means of physical presence or online notarization, the undersigned authority this day personally appeared Lauren Schick as Manager of ORF Real Estate, LLC a _____, to me well known and known to me to be the individual described in and/or produced _____ as identification and who executed the forgoing instrument, and was authorized on behalf of said _____, a _____, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 6th day of September, 2023

My Commission expires:
8/22/2026

Lindsay E Roden
Notary Public in and for the State of Florida at Large

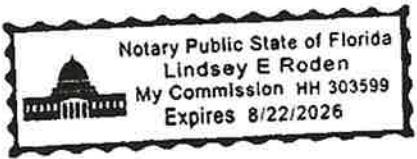


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Alford Ridge
Legal Description

Parcel Numbers: 272823-000000-034010, 272823-000000-034020, 272823-000000-034030, 272823-000000-032020, Book 12066; Pages 1343 – 1344:

DESCRIPTION: (As prepared by GeoPoint Surveying, Inc.)

A parcel of land lying in Northwest 1/4 of Section 23, Township 28 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the North 1/4 corner of said Section 23, run thence along the East boundary of said Northwest 1/4, S.00°25'01"E., a distance of 1331.48 feet to the North boundary of the South 1/2 of said Northwest 1/4; thence along said North boundary, S.89°16'33"W., a distance of 654.86 feet to the East boundary of the Northwest 1/4 of the Southeast 1/4 of said Northwest 1/4 for a POINT OF BEGINNING; thence along said East boundary, S.00°23'15"E., a distance of 666.17 feet to the South boundary of the Northwest 1/4 of the Southeast 1/4 of said Northwest 1/4; thence along said South boundary, S.89°14'19"W., a distance of 655.21 feet to the East boundary of the Southwest 1/4 of said Northwest 1/4; thence along said East boundary, S.00°21'29"E., a distance of 646.50 feet to the North Maintained Right of Way of Edwards Road according to the Polk County Maintained Right of Way map of Edwards Road, recorded in Map Book 10, Pages 31 through 36 of the Public Records of Polk County, Florida; thence along said North Maintained Right of Way the following three (3) courses: 1) S.88°37'56"W., a distance of 7.86 feet; 2) S.87°01'01"W., a distance of 100.08 feet; 3) S.88°09'43"W., a distance of 66.16 feet to the North Right of Way of Edwards Road by deed exception, being 15.00 feet North of and parallel with the South Boundary of said Northwest 1/4; thence along the North deeded Right of Way, S.89°12'04"W., a distance of 1026.21 feet to said North Maintained Right of Way of Edwards Road; thence along said North Maintained Right of Way the following two (2) courses: 1) N.88°58'26"W., a distance of 7.65 feet; 2) S.89°18'27"W., a distance of 88.09 feet to East Maintained Right of Way of Alford Road according to the Polk County Maintained Right of Way map of Edwards and Alford Road, recorded in Map Book 1, Pages 24 through 26 of said Public Records; thence along said East Maintained Right of Way, N.00°45'20"W., a distance of 21.68 feet to the East Right of Way of Alford Road by deed exception, being 15.00 feet East of and parallel with the West boundary of said Northwest 1/4; thence along said East deeded Right of Way, N.00°17'57"W., a distance of 1297.80 feet to aforesaid North boundary of the South 1/2 of the Northwest 1/4; thence along said North boundary, N.89°16'33"E., a distance of 1949.59 feet to the POINT OF BEGINNING.

Containing 49.236 acres, more or less.

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, FL 33831

WATER SUPPLY ALLOCATION AGREEMENT

THIS **WATER SUPPLY ALLOCATION AGREEMENT** (the "Agreement") is made and entered into this _____ day of _____, 2024, by and between LEGACY HILL OF DUNDEE, LLC, an active Florida limited liability corporation, whose address is 4900 Dundee Road, Winter Haven, Florida 33884 (referred to as the "OWNER"), and the **TOWN OF DUNDEE, FLORIDA**, a municipal corporation created under the laws of the State of Florida ("TOWN").

RECITALS

1. TOWN owns and operates a central water supply system and provides central water service throughout its exclusive service area.
2. OWNER owns property ("Property") upon which it currently owns and operates well(s) through which groundwater is supplied for agricultural or other uses on the Property. The Property is described in **Exhibit "A"** attached to and incorporated in this Agreement.
3. OWNER proposes to develop the Property which contemplates a conversion of land uses from agricultural or other uses to urban uses.
4. These urban uses will require the extension and delivery of domestic potable water service to the Property.
5. OWNER desires the extension of domestic potable water service to the Property.
6. TOWN is ready, willing, and able to extend such service subject to the terms and conditions of those certain **CONCURRENCY DEVELOPER'S AGREEMENTS** (collectively the "Agreements") entered into by the OWNER and TOWN regarding the TOWN's provision of water and wastewater services for the Property as well as other development matters associated with the Property and further subject to transfer of OWNER's water allocation associated with the well(s) located on the Property.
7. The Agreements are attached hereto as **Composite Exhibit "C"** and made a part hereof by reference.

- 7. The Agreements are attached hereto as **Composite Exhibit “C”** and made a part hereof by reference.
- 8. OWNER is willing to agree to such water allocation.
- 9. The parties agree and acknowledge that each of them is authorized and empowered to enter into this Agreement.

ACCORDINGLY, in consideration of the above-referenced Recitals, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. FACTUAL RECITALS. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the factual recitals are hereby adopted as the findings supporting the entry into this Agreement between the TOWN and OWNER.

SECTION 2. WATER ALLOCATION TRANSFER. The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District (“SWFWMD”) under consumptive use/water use permit numbers _____, as more particularly described in **Exhibit “B”** attached to and incorporated in this Agreement, (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN. The permitting quantity for the well(s) is currently _____ gallons per day (“GPD”). OWNER further agrees to transfer said permit to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. This transfer shall become effective upon the effective date of this Agreement. The Town, upon credit or increase to the Town WUP from SWFWMD arising out of the transfer of the Wells, shall allocate and assign any increase or credit to the Town’s WUP to the Owner, or related entities, on a pro rata basis for the purpose of establishing concurrency for Owner’s projects located within the Town’s Chapter 180 Utility Service Area.

SECTION 3. RECORDING. OWNER agrees that TOWN may record this Agreement in the Public Records of Polk County, Florida.

SECTION 4. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date on which the TOWN’s governing body approves this Agreement.

SECTION 5. COVENANT RUNNING WITH THE LAND. OWNER agrees that its transfer of water allocation is a covenant running with the Property and shall be binding on future owners of the Property.

SECTION 6. WATER SERVICE. Upon the receipt of a credit and/or increase in the permitted capacity of **Public Supply Water Use Permit** (No. 20005893.013) (the “Town WUP”) arising out of the transfers (see **Exhibit “B”**) which are the subject of this Agreement, the TOWN shall provide water service to the OWNER, its successors or assigns for use on the Property.

SECTION 7. **SEVERABILITY**. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 8. **GOVERNING LAW AND VENUE**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be exclusively in the state courts of competent jurisdiction in Polk County, Florida.

SECTION 9. **AUTHORITY TO EXECUTE AGREEMENT**. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full power and authority to bind the entity for which that person is signing.

SECTION 10. **CAPACITY**. No specific reservation of water or wastewater capacity is granted by TOWN under this Agreement EXCEPT as specifically stated herein.

SECTION 11. **ARMS LENGTH TRANSACTION**. Both parties have contributed to the preparation, drafting and negotiation of this Agreement and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 12. **AMENDMENT AND ASSIGNMENT**. This Agreement may not be amended and/or assigned, unless evidenced in writing and executed by the parties hereto and approved by the TOWN's governing body.

SECTION 13. **PUBLIC RECORDS**. The OWNER covenants and agrees to:

13.1 Keep and maintain public records required by the TOWN to perform in accordance with the terms of this Agreement.

13.2 Upon request from the TOWN's custodian of public records, provide the TOWN 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.

13.3 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 Agreement term and following completion of the Agreement and/or any amendment(s) issued hereunder if the OWNER does not transfer the records to the TOWN.

13.4 Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the TOWN all public records in possession of the OWNER or keep and maintain public records required by the TOWN to perform the service. If the OWNER transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the OWNER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the OWNER keeps and maintains public records upon completion of the Agreement and/or any Amendment(s)

issued hereunder, the OWNER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TREVOR DOUTHAT, AT 863-438-8330, EXT. 238, TDouthat@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If the OWNER does not comply with a public records request, the TOWN shall enforce the Agreement and/or any amendment(s) issued hereunder which may include immediate termination of Agreement and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

[Remainder of page intentionally left blank]

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

ATTEST:

**TOWN OF DUNDEE, FLORIDA, a
Florida municipal corporation**

Trevor Douthat
Town Clerk

Samuel Pennant
Mayor

Approved as to form and correctness:

Frederick J. Murphy, Jr.
Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared SAMUEL PENNANT, as Mayor of the Town of Dundee, Florida, a Florida municipal corporation, to me well known and known to me to be the individual described in and/or produced _____ as identification and who executed the forgoing instrument, and was authorized on behalf of said Town of Dundee, Florida, a Florida municipal corporation, to execute same, and he severally acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2024.

My Commission expires:

Notary Public in and for the State of Florida at Large

OWNER

LEGACY HILL OF DUNDEE, LLC,
A Florida limited liability company

By: Harold R. Baxter, Managing Member
Print Name:

↑ Witness signature ↑

↑ Witness signature ↑

Print witness name: _____

Its: _____

Date: _____

↑ Witness signature ↑

↑ Witness signature ↑

Print witness name: _____

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF _____

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared _____, as _____ of _____, a _____, to me well known and known to me to be the individual described in and/or produced _____ as identification and who executed the forgoing instrument, and was authorized on behalf of said _____, a _____, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2024.

My Commission expires:

Notary Public in and for the State of Florida at Large

EXHIBIT "A"**LEGAL DESCRIPTION & DEPICTION OF PROPERTY**

A PARCEL OF LAND LYING AND BEING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST AND IN SECTION 2, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 2, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH 00°33'36" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1299.59 FEET TO THE INTERSECTION WITH THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF STALNAKER ROAD AS RECORDED IN MAP BOOK 6, PAGES 182-184 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING TWENTY-FOUR (24) COURSES: 1.) SOUTH 88°43'00" WEST, 34.14 FEET; THENCE 2.) SOUTH 89°20'49" WEST, 100.00 FEET; THENCE 3.) NORTH 89°40'45" WEST, 100.01 FEET; THENCE 4.) SOUTH 87°34'17" WEST, 100.05 FEET; THENCE 5.) NORTH 89°54'30" WEST, 100.01 FEET; THENCE 6.) SOUTH 89°00'11" WEST, 100.00 FEET; THENCE 7.) SOUTH 89°48'19" WEST, 100.00 FEET; THENCE 8.) SOUTH 89°34'34" WEST, 100.00 FEET; THENCE 9.) SOUTH 89°27'41" WEST, 100.00 FEET; THENCE 10.) SOUTH 89°58'38" WEST, 100.00 FEET; THENCE 11.) SOUTH 89°13'56" WEST, 100.00 FEET; THENCE 12.) SOUTH 88°08'38" WEST, 100.03 FEET; THENCE 13.) NORTH 89°57'56" WEST, 100.00 FEET; THENCE 14.) SOUTH 88°15'45" WEST, 100.07 FEET; THENCE 15.) SOUTH 89°47'23" WEST, 100.01 FEET; THENCE 16.) SOUTH 89°06'08" WEST, 100.00 FEET; THENCE 17.) SOUTH 89°19'53" WEST, 100.00 FEET; THENCE 18.) SOUTH 89°30'11" WEST, 100.00 FEET; THENCE 19.) SOUTH 89°16'26" WEST, 100.00 FEET; THENCE 20.) SOUTH 88°52'23" WEST, 100.00 FEET; THENCE 21.) SOUTH 88°52'23" WEST, 100.00 FEET; THENCE 22.) SOUTH 89°06'08" WEST, 100.00 FEET; THENCE 23.) SOUTH 88°42'04" WEST, 100.00 FEET; THENCE 24.) SOUTH 89°50'49" WEST, 50.86 FEET; THENCE DEPARTING SAID NORTHERLY MAINTAINED RIGHT-OF-WAY, NORTH 00°38'38" WEST, 325.54 FEET; THENCE SOUTH 89°21'25" WEST, 316.84 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SCENIC HIGHWAY (STATE ROAD 17) AS DEPICTED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR HIGHWAY SECTION 1609-5209; THENCE NORTH 00°38'35" WEST ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 541.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 172,555.55 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AND SAID EASTERLY RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE/Delta OF 00°17'00" (CHORD = 853.30 FEET, CHORD BEARING = NORTH 00°14'28" WEST) FOR A DISTANCE OF 853.30 FEET; THENCE DEPARTING SAID CURVE, BUT STILL ALONG SAID EASTERLY RIGHT-OF-WAY, SOUTH 89°54'01" WEST, 2.85 FEET; THENCE NORTH 00°05'58" WEST, AND STILL ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 224.00 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 35; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, NORTH 89°17'47" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1286.39 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE NORTH 00°02'32" WEST, 433.95 FEET TO THE SOUTH LINE OF THE NORTH 210 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35; THENCE NORTH 89°19'44" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 210.01 FEET TO THE EAST LINE OF THE WEST 210 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35; THENCE NORTH 00°02'32" WEST, ALONG SAID EAST LINE, A DISTANCE OF 194.89 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ALMBURG ROAD AS RECORDED IN MAP BOOK 3, PAGES 40-43 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1.) NORTH 89°48'11" EAST, 69.15 FEET; THENCE 2.) NORTH 87°35'07" EAST, 100.00 FEET; THENCE 3.) NORTH 86°05'50" EAST, 71.45 FEET TO THE WEST LINE OF THE EAST 210 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF THE EAST 210 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, SOUTH 00°00'09" WEST, 201.39 FEET TO THE SOUTH LINE OF

THE NORTH 210 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35; THENCE NORTH 89°19'44" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 210.01 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35; THENCE NORTH 00°00'09" EAST ALONG SAID WEST LINE, A DISTANCE OF 206.68 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF ALMBURG ROAD; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY THE FOLLOWING SEVEN (7) COURSES: 1.) NORTH 87°41'19" EAST, 116.53 FEET; THENCE 2.) NORTH 85°45'40" EAST, 102.34 FEET; THENCE 3.) NORTH 85°52'18" EAST, 100.00 FEET; THENCE 4.) NORTH 85°55'44" EAST, 100.00 FEET; THENCE 5.) NORTH 86°06'04" EAST, 100.00 FEET; THENCE 6.) NORTH 85°38'33" EAST, 100.00 FEET; THENCE 7.) NORTH 81°49'46" EAST, 43.44 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 00°02'50" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 35, A DISTANCE OF 1322.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 131.32 ACRES, MORE OR LESS TO THE RIGHTS-OF-WAY INDICATED

COMPOSITE EXHIBIT "B"

WUP TRANSFERRED TO TOWN

COMPOSITE EXHIBIT "C"

CONCURRENCY DEVELOPERS' AGREEMENTS FOR LEGACY HILL OF DUNDEE, LLC

Town of Dundee



DUNDEE TOWN COMMISSION

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

APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: VISION BOARD

Name: Jacquelyn Nichols

Address: 308 Lewis Ln

Phone: [Redacted]

Email Address: JACKIEN658@gmail.com

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

I am active in the community, I attend commission meeting on regular basis.

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

What date are you available to start? ASAP

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

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

If so, which board and year:

Applicant Signature: [Signature] Date: 8-23-24

FOR OFFICE USE ONLY:

Received by [Signature] Date 8/23/2024
Date reviewed by Mayor & Town Commission: 8/29/2024 Approved _____
Disapproved _____



DUNDEE TOWN COMMISSION

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

APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: Vision committee

Name: Jennifer Nguyen

Address: 308 8th St S

Phone:



Email Address: Jnguye10@hotmail.com

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

We moved here in 2020, we've seen the town grow as well as our family. I love what the town does for the residents and community!!id love to be a part of the committee because our kids will grow up here too!

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

What date are you available to start? 09/01/2024

How long have you been a resident of the Town? 4 years

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

If so, which board and year:

Applicant Signature:

Date:

8/20/24

FOR OFFICE USE ONLY:

Received by _____ Date _____

Date reviewed by Mayor & Town Commission: _____ Approved _____

Disapproved _____



TOWN COMMISSION SPECIAL MEETING

Item 1.

August 29, 2024 at 5:30 PM

AGENDA ITEM TITLE: DISCUSSION & ACTION, DUNDEE LAKES POTABLE WATER ERC RENEWAL AGREEMENT

SUBJECT: The Town Commission will consider approval of the Dundee Lakes Water ERC Extension Development Agreement.

STAFF ANALYSIS: The reservation of water capacity expired on July 25, 2024 and Dundee Reserve Holdings, LLC owns 306 ERCs and requests the Town of Dundee reactivate the ERC certificates for 24-months.

ERC certificates that are not used to connect to Town utilities generate idle capacity charges. As part of the agreement, the applicant requests to pre-pay the idle capacity for the ERCs for the 24-month reactivation period, which equals \$33,048 from 7/25/24 to 7/24/26.

FISCAL IMPACT: None

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: Dundee Lakes Water ERC Extension Development Agreement

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap, LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, Florida 33831
Telephone (863) 533-7117
Facsimile (863) 533-7412

For Recording Purposes Only

**AMENDMENT TO AGREEMENT REGARDING THE EXTENSION OF CERTAIN
EQUIVALENT RESIDENTIAL CONNECTIONS FOR RESERVED CAPACITY IN THE
TOWN OF DUNDEE'S WATER TREATMENT PLANT**

THIS AMENDMENT TO AGREEMENT REGARDING THE EXTENSION OF CERTAIN EQUIVALENT RESIDENTIAL CONNECTIONS FOR RESERVED CAPACITY IN THE TOWN OF DUNDEE'S WATER TREATMENT PLANT ("Amendment"), made and entered into this _____th day of August, 2024, by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **DUNDEE RESERVE HOLDINGS, LLC**, an active Delaware limited liability **ICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado limited liability company authorized to transact business in State of Florida ("Owner").

RECITALS

1. On or about August 17, 2005, the Town entered into that certain TOWN OF DUNDEE RECEIPT AND ACKNOWLEDGEMENT OF PAYMENT AND RESERVATION OF WATER TREATMENT PLANT CAPACITY (the "Reservation") with Silver Residential Development, Inc., for reservation in the Town's Water Treatment Plant of 153,000 GPO in equivalent capacity or 425 Equivalent Residential Connections (the "Water ERCs") for the Tree-O-Groves and Raley's Groves Subdivisions.

2. A copy of the Reservation is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

3. Pursuant to the Reservation (see **Exhibit "A"**), the term for the Water ERCs commenced on January 1, 2006 and expired on January 1, 2016.

4. On or about January 9, 2006, the Town entered into that certain ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS (the "Assignment") approving the request of Silver Residential Development, Inc., to assign 105 of the Water ERCs (Nos. 1321-1425) to State Housing and Development, Inc.

5. A copy of the Assignment is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

6. On December 1, 2011, pursuant to that certain Bill of Sale (the "Bill") executed by Larry D. Silver, Manager of Silver Capital Advisors, LLC as Manager of Lake Marie, LLC, 306 Water ERCs (Nos. 1015-1320) were transferred to Wheeler Farms, Inc., a Florida corporation.

7. A copy of the Bill is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

8. On March 2, 2022, Wheeler Farms, Inc. and Owner entered into that certain ASSIGNMENT OF DEVELOPMENT RIGHTS, ENTITLEMENTS, IMPACT FEE CREDITS, AND OTHER RIGHT, TITLE AND INTEREST (the "Assignment of Rights") which transferred and/or assigned, amongst others, 306 Water ERCs (Nos. 1015-1320) to the Owner.

9. A copy of the Assignment of Rights is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

10. On September 13, 2022, the Owner requested that the Town ratify and approve the transfer(s) and assignment(s) of the 306 Water ERCs (Nos. 1015-1320) and renew and/or reactivate the Water ERCs (Nos. 1015-1320).

11. At that time, the Town renewed and reissued the 306 Water ERCs (Nos. 1015-1320) as re-issued Water ERC Nos. 22-01 through 22-306.

12. The Town and Owner have determined that, at this time, the Owner holds, albeit expired, 306 Water ERCs representing 110,160 gallons per day (GPO) in equivalent capacity in the Town's Water Treatment Plant represented by ERC Certificates numbered 22-01 through 22-306.

13. The Owner has not otherwise conveyed, assigned, pledged, hypothecated or otherwise redeemed any of said certificates representing the Water ERCs as defined and identified herein although said Owner ERCs expired on July 25, 2024.

14. The Owner is the owner of certain real property situated in Polk County, Florida, more particularly described by **Composite Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property") which is the Reserve at Dundee Lakes Subdivision.

15. Prior to July 25, 2024, the Owner requested that the Town reactivate or renew 306 Water ERCs (Nos. 22-01 through 22-306) for a period of twenty-four (24) months beginning on July 25, 2024 through July 24, 2026.

16. The 306 Water ERCs requested for renewal and/or reactivation would accrue Thirty-Three Thousand Forty-Eight Dollar and zero cents (\$33,048.00) in idle capacity charges from July 25, 2024 through July 24, 2026, if same remained unpaid.

17. On August 29, 2024, at a duly notice public meeting, the Town Commission approved the reactivation of the Water ERCs (Nos. 22-01 through 22-306) for the development of the Reserve at Dundee Lakes Subdivision.

18. Owner received the transfer or assignment of the 306 Water ERCs for construction of single-family homes to be located within the municipal limits of the Town.

19. The parties covenant and agree that they have the power and authority to enter into this Amendment and bind themselves to the provisions of this Amendment.

ACCORDINGLY, in consideration of the Recitals stated above and other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS; OWNERSHIP. The Factual Recitals above are true and correct and form a factual and material basis of this Amendment. The Town acknowledges and reactivates the Water ERCs (Nos. 22-01 through 22-306), and the Town further acknowledges and agrees that Owner owns the 306 Water ERCs which are the subject matter of this Amendment.

SECTION 2. DEFINITIONS. All capitalized terms not defined herein shall have the same meaning as defined in the Agreements.

SECTION 3. GRANT OF EXTENSION.

A. The Town, pursuant to the terms of this Amendment, hereby reactivates said 306 Water ERCs and grants to the Owner an extension of the term of the 306 Water ERCs of equivalent capacity in the Town's Water Treatment Plant represented by Water ERC Certificates (ERC Certificates 22-01 through 22-306) through a period expiring July 25, 2026 ("Expiration Date").

B. In consideration for such extension, within thirty (30) calendar days after mutual execution of this Agreement and approval by the Town Commission, Owner shall pay Thirty-Three Thousand Forty-Eight Dollar and zero cents (\$33,048.00) in immediately available funds to the Town in full satisfaction of the water idle capacity charges outstanding as of the date of this Agreement and due through July 24, 2026, and pay any and all other charges that may be due pursuant to Chapter 54 of the Town's Code of Ordinances. To the extent the Town determines that any other idle capacity charges are due in accordance with Chapter 54 of the Town's Code of Ordinances regarding the Water ERCs that are the subject of this Agreement then Owner agrees to pay said charges to the Town within thirty (30) calendar days of receipt of an invoice sent to Owner for same. No refunds of any idle capacity charges paid by Owner shall be given by the Town.

C. Once the Owner has paid the sum of Thirty-Three Thousand Forty-Eight Dollar and zero cents (\$33,048.00) in immediately available funds to the Town, all previously issued certificates representing the Water ERCs extended herein and that are the subject of this Agreement shall be returned to the Town and cancelled and of no force and effect. Thereafter, in exchange for the returned certificates, the Town will issue new certificates for Water ERCs extended herein and that are the subject matter of this Agreement and provide same to the Owner. Provided however that the terms of the Agreement attached hereto as **Composite Exhibit "A"** shall not control and when new

certificates are issued by the Town to Owner. No Water capacity in the Town's Water Treatment Plant shall be reserved beyond July 24, 2026, and the 306 Water ERCs extended herein shall expire on July 25, 2026.

SECTION 4. GRANT OF OPTION.

A. The Town, pursuant to the terms of this Amendment and in addition to any rights granted to Owner under the Agreement or under applicable law, hereby grants to the Owner an option to transfer, from time to time (i) all or a portion of the Water ERCs to a third party ("ERC Transferee") without transferring fee simple title to all or any portion of the Property ("ERC Transfer"), and/or (ii) transfer of all or any portion of the Property to a third party ("Property Transferee"; ERC Transferees and Property Transferees are collectively "Transferees") and retain all or any Water ERCs ("Property Transfer"; "ERC Transfers" and "Property Transfers" are collectively "Independent Transfers"). Owner may exercise such option in its sole and absolute discretion.

B. At least thirty (30) days prior to any Independent Transfer as defined herein, Owner shall provide written notice to the Town thereof ("Transfer Notice"), which shall include the Transferee's (i) name, (ii) address, (iii) employer identification number (EIN) or federal tax identification number, and (iv) contact information (including telephone number, fax number, and e-mail address, as applicable). The parties agree that Owner shall enter into transfer and/or assignment agreement with **DUNDEE RESERVE HOLDINGS, LLC**, in the event of any transfer and/or assignment of the Water ERCs and that notice was previously given by Owner for this specific anticipated Independent Transfer.

C. In the case of a Water ERC Transfer of all outstanding ERCs, Owner shall no longer be liable for any idle capacity charges which may accrue with respect to the applicable Water ERCs if Transferee executes a written commitment to pay such charges. In that event the Transferee must also comply with all of the conditions and obligations in the Reservation and this Agreement.

SECTION 5. OBLIGATIONS OF TOWN.

A. The Town shall allocate water capacity for the Water ERCs in the name of Owner and/or its successors and assigns in accordance with all applicable laws and Ordinances and the terms of the Agreements, as amended by this Amendment through the Expiration Date.

B. The Town shall, within ten (10) days following receipt of Owner's request, provide a written statement to Owner certifying the current number of Water ERCs in the name of Owner.

SECTION 6. AGREEMENT TO COOPERATE. The parties agree to cooperate and to do all things reasonably necessary to accomplish the terms of this Amendment, and that they respectively shall, upon being requested by the other party to do so, execute and deliver promptly any and all such authorizations, instruments, papers or documents of any and every kind and character as may be reasonably required, necessary or proper for the purpose of giving full force and effect to this Amendment and to the covenants, conditions, and agreements contained herein. Except as specifically modified by this

Amendment, all of the terms, covenants, conditions and agreements of the Agreements shall remain in full force and effect.

SECTION 7. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Amendment is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

SECTION 8. SEVERABILITY. If any part of this Amendment is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Amendment if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Amendment is declared to be severable.

SECTION 9. LAND USE APPROVALS. Owner acknowledges and understands that the Town is prohibited from engaging in “Contract Zoning” or the bartering away of its legislative prerogative. As such this Amendment shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

SECTION 10. BINDING UPON SUCCESSORS. This Amendment shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto.

SECTION 11. APPLICABLE LAW AND VENUE. This Amendment and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any dispute or cause of action under the Agreements, as modified by this Amendment, shall be exclusively in the state courts of competent subject matter jurisdiction in Polk County, Florida.

SECTION 12. NOTICES. All notices, demands, requests and other communications required or permitted by the Agreements, as modified by this Amendment, by any party hereto to any other party shall be in writing and shall be validly given or made by any party, or any party’s attorney on behalf of such party, only if personally served or delivered by Federal Express or other similar reputable national courier service keeping records of deliveries and attempted deliveries. In the event of personal service, notice shall be deemed effective when delivered. Service by courier shall be conclusively deemed made on the second business day delivery is attempted or upon receipt, whichever is sooner.

TOWN: TOWN OF DUNDEE
P.O. Box 1000
105 Center Street
Dundee, Florida 33838-1000
Attention: Town Manager

With a copy to: Frederick J. Murphy, Jr.
(which shall not Town Attorney, Town of Dundee
constitute notice) P.O. Drawer 30
245 South Central Avenue
Bartow, Florida 33830

OWNER: DUNDEE RESERVE HOLDINGS, LLC
Attn: Shelton Rice
225 East Lemon Street
Suite 300
Lakeland, Florida 33801

Any person or entity may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

SECTION 13. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitute the entire agreement between the parties. Modifications to and waivers of the provisions herein shall not be binding unless made in writing and signed by the parties hereto and approved by the Town’s governing body. Except as expressly amended by this Amendment, the terms and conditions of the Agreement and the Assignment shall remain unchanged and unamended, and are hereby ratified and confirmed. In the event of any conflict between the terms of the Agreement and Amendment, the terms of this Amendment shall control.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Owner and the Town have executed or have caused this Amendment, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Amendment.

ATTEST:

THE TOWN OF DUNDEE

By: _____
Print Name: _____
As Its: Mayor _____
Date: _____

By: _____
Print Name: _____
As Its: Town Clerk _____

FOR THE USE AND RELIANCE
OF TOWN OF DUNDEE ONLY.
APPROVED AS TO FORM.

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

OWNER:

DUNDEE RESERVE HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Signed and delivered
In the presence of:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this ____ day of _____,
2022, by _____, as _____ of DUNDEE RESERVE HOLDINGS,
LLC, on behalf of the company, DUNDEE RESERVE HOLDINGS, LLC. He is []
personally known to me or [] has produces _____ as identification and [] (did) [] (did
not) take an oath.

Signature of Person Taking Acknowledgement

Name of Acknowledger Types, Printed, or Stamped

Title or Rank

Serial Number, if any.



TOWN COMMISSION SPECIAL MEETING

Item 2.

August 29, 2024 at 5:30 PM

- AGENDA ITEM TITLE:** DISCUSSION & ACTION, DRAFT ORDINANCE 24-09, MORATORIUM
- SUBJECT:** MORATORIUM
- STAFF ANALYSIS:** The purpose of this temporary moratorium is to provide a reasonable period of time for the Town to construct a potable water interconnect, in accordance with the *Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, and The Town of Dundee, Florida*, and receive up to **0.5 MGD** of potable water from the City of Winter Haven; apply to SWFWMD for the transfer of potable water capacity from applicable agricultural wells including but not limited to those identified in Section 5(e) of this Ordinance and obtain the proper and necessary increases to the Town's public supply WUP; and, pursuant to Section 163.3184, *Florida Statutes*, and applicable Florida law, adopt and implement necessary amendments and/or revisions to various aspects of the 2030 Comprehensive Plan and LDC in order to accommodate the unprecedented residential growth and development within the corporate limits of the Town.
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Draft Ordinance 24-09

ORDINANCE NO. 24-09

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, ENACTING THE PENDING ORDINANCE DOCTRINE AND ESTABLISHING A MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR ANNEXATIONS, REZONINGS, BUILDING PERMITS, PLANNED DEVELOPMENTS, MASTER PLANNED COMMUNITIES, DEVELOPMENT ORDER(S), AND DEVELOPMENT PERMIT(S); PROVIDING EXEMPTIONS; PROVIDING FOR VESTED RIGHTS AND PROCEDURES; PROVIDING FOR THE INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, pursuant to Section 6.01.07.04 of the Town of Dundee Land Development Code (LDC), the Town is the sole provider of water utility service(s) within its Chapter 180, Florida Statutes, Utility Service Area (the “USA”) and all new development is required to connect to the Town of Dundee Water System; and

WHEREAS, the Town of Dundee continues to experience substantial residential growth in a short time causing the addition of new residential annexations, land use modifications, rezonings, major Planned Unit Development (PUD) amendments, master planned communities, and conditional uses for residential development(s) over one (1) acre resulting in significant increased demand for Town-provided potable water; and

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers

and mandates the Town of Dundee, Florida, to plan for future development and growth and to adopt and amend comprehensive plans, or elements, or portions thereof, to guide the future growth and development of the Town; and

WHEREAS, on March 12, 2024, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the “Town Commission”) approved RFQ 24-01 for municipal planning and revisioning services (the “RFQ”); and

WHEREAS, the RFQ authorized qualified consultants, pursuant to the *Master Continuing Professional Consulting Agreement For Professional Planning and Visioning Services* entered into between the Town and consultant(s), to assist the Town with amending its 2030 Comprehensive Plan, updating the Town of Dundee Land Development Code to implement any adopted comprehensive plan amendments, and assist the Town with planning for the impacts of unprecedented growth and new residential development(s); and

WHEREAS, due to the historically high number of proposed and/or approved new residential development projects within the boundaries of the Town, the Town is at and/or has exceeded its maximum allocable daily potable water capacity allowed under the Town’s current consumptive water use permits (WUPs) issued by the Southwest Florida Water Management District (SWFWMD); and

WHEREAS, on August 23, 2022, at a duly noticed public meeting of the Town Commission, the Town Commission considered and approved the *Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, and The Town of Dundee, Florida* (the “Interconnect Agreement”); and

WHEREAS, pursuant to the Interconnect Agreement and subject to availability, in order for the Town to meet its existing need for potable water, the City of Winter Haven agreed to provide **0.5 MGD** of potable water to the Town during the term of the Interconnect Agreement; and

WHEREAS, in accordance with the Interconnect Agreement, the Town engaged the Chastain-Skillman, Inc. engineering firm to prepare conceptual construction plans (the “Concept Plans”) for the design and construction of the interconnect facilities which included, but were not limited to, the Town of Dundee Potable Water Main Interconnect Layout and Construction Plans for the Town of Dundee Potable Water Interconnect; and

WHEREAS, on September 27, 2023, the Town engaged CHA Consulting, Inc. (“CHA”) for engineering services to evaluate the capacity of the high service pump station at the Town’s Riner Water Treatment Plant for purposes of constructing the potable water interconnect with the City of Winter Haven and perform a comprehensive evaluation of the Town’s water distribution network related to the Town’s Riner Water Treatment Plant in order to identify and plan for improvements necessitated by and/or through concurrency management, substandard infrastructure, and new growth within the corporate limits of

the Town; and

WHEREAS, on February 27, 2024, at a duly noticed public meeting, the Town Commission passed and adopted Resolution No. 24-02 accepting and approving the CHA Memorandum Riner Water Treatment Plant Capacity Evaluation, dated January 9, 2024; and

WHEREAS, on June 25, 2024, at a duly noticed public meeting, the Town Commission considered and approved the *Interlocal Agreement For Potable Water and Wastewater Utility Services* for a proposed mobile home development (Cypress Creek Village Phase V) within the Town’s municipal limits (the “Interlocal Agreement”) between the Town and City of Winter Haven, Florida; and

WHEREAS, on the effective date of the Interlocal Agreement, the Town did not have sufficient allocable potable water capacity to provide the necessary potable water utility service(s) for the *Cypress Creek Village Phase V* development; and

WHEREAS, pursuant to the Interlocal Agreement, in order to ensure that utility facilities and service(s) needed to support the *Cypress Creek Village Phase V* development located within the Town’s corporate limits are available, the City of Winter Haven agreed to provide extra-jurisdictional utility services for the *Cypress Creek Village Phase V* development; and

WHEREAS, SWFWMD regulates, through the issuance of a WUP, the amount of water the Town is permitted to provide to users of the Town's potable water supply; and

WHEREAS, the Town of Dundee has applied for an expansion of its public supply WUP and that application is under review by SWFWMD; and

WHEREAS, beginning in or about September 2022, the Town has processed and approved certain application(s) for development order(s) and/or development permit(s) which include, but are not limited to, conditional Certified Subdivision Plan (CSP) approvals for residential development(s); and

WHEREAS, pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the “Code”) and Section 6.01.07.03 of the LDC, a *Concurrency Developer’s Agreement* has been required as a condition of approval for any CSP in order to provide, at a minimum, as follows: (1) detail the Town’s inability to currently provide allocable potable water capacity; (2) detail the necessary expansion of the Town’s potable water treatment facilities in order to serve the proposed development; and (3) detail the terms and conditions under which the Town will provide potable water utility service(s); and

WHEREAS, the *Concurrency Developer’s Agreement(s)* also clearly and unequivocally identifies that the Town does not presently have the necessary utility infrastructure, utility facilities, and/or allocable potable water capacity to serve the

proposed residential development and, for the purpose of providing a basis upon which a final plat may be considered for approval by the Town Commission, the conditional CSP approval will not be considered complete until the Town has the ability to provide allocable potable water capacity; and

WHEREAS, the Town has conditionally approved a CSP for approximately twelve (12) applicants and, in certain instances, entered into a Water Supply Allocation Agreement for the transfer of capacity associated with applicable agricultural wells associated with such proposed residential developments; and

WHEREAS, the purpose of this Ordinance is to place a temporary moratorium on accepting and processing applications for residential development orders and development permits for real property consisting of more than one (1) acre located within the corporate limits of the Town of Dundee, Florida; and

WHEREAS, the Town Commission hereby finds that the temporary moratorium imposed by this Ordinance is being imposed for a reasonable duration which is intended to give the Town a reasonable period of time to construct the interconnect and receive **0.5 MGD** of potable water from the City of Winter Haven, apply for and obtain the proper and necessary increases to the Town’s public supply WUP including, but not limited to, the transfer of allocated capacity of certain agricultural wells and perhaps others not yet identified, and adopt and implement necessary amendments and/or revisions to various aspects of the 2030 Comprehensive Plan and LDC in order to accommodate the unprecedented residential growth and development within the corporate limits of the Town; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, hereby finds that the expected impacts of the unprecedented residential growth and development on public facilities and infrastructure necessary to serve such new residential development and maintain required levels of service may negatively affect the public health, safety, and welfare of the Town; and

WHEREAS, on August 26, 2024, pursuant to the requirements in Chapter 163 of the Florida Statutes, the Town’s Planning & Zoning Board, sitting as the Town’s Local Planning Agency at a duly advertised and noticed public meeting, conducted a public hearing on this Ordinance and, after considering all such comments and/or matters considered at said public hearing, voted to recommend approval of this Ordinance to the Town Commission; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, hereby finds that this Ordinance advances an important government purpose by preventing the demand for Town-provided potable water service to exceed the current allowable daily withdrawal limits authorized in its WUPs; and

WHEREAS, to the extent that this Ordinance is determined to substantially affect

the use of land located within the corporate limits of the Town under Florida common law, the Town Commission of the Town of Dundee, Florida, specifically finds that the Town issued all necessary or required statutory notices, held and duly convened all necessary or required public hearings, and complied with all necessary or required formalities for the adoption of an ordinance seeking to involuntarily zone or rezone property pursuant to the rule established in *Sanibel v. Buntrock*, 409 So. 2d 1073 (Fla. 2d DCA 1981) and Section 166.041(3)(c), Florida Statutes; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Ordinance No. 24-09 is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Ordinance No. 24-09 is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Factual Recitals.

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

Section 2. Authority.

This Ordinance is enacted pursuant to Chapter 163 of the Florida Statutes and the Town’s home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution.

Section 3. Enactment of Pending Ordinance Doctrine.

From and after the effective date of this Ordinance, no development permit and/or development order shall be issued where an amendment to the Land Development Code of the Town of Dundee, Florida, is pending before the Town Commission, which amendment, if adopted, would make illegal the use authorized by the development permit and/or development order.

From and after the effective date of this Ordinance, a valid and current local development order shall be required prior to the issuance of any building permit to authorize development or a change of use. No development or change of use shall be made or continued without a lawful building permit; and no development permit shall be

issued where an amendment to the Land Development Code, Town of Dundee, Florida, is pending before the Town Commission or Planning and Zoning Board, which amendment, if adopted, would make nonconforming the development authorized by the development order and/or development permit.

Subject to applicable Florida law, an amendment to the Land Development Code, Town of Dundee, Florida, shall be considered “pending” within the meaning of this rule so long as there is active and documented efforts on the part of the Town which, in the normal course of municipal action, culminates in the requisite amendment to the Land Development Code; and, at a minimum, the Town Commission or Town Planning and Zoning Board must be aware of and have documented such efforts.

Section 4. Temporary Moratorium.

(a) **Purpose.** The purpose of this temporary moratorium is to provide a reasonable period of time for the Town to construct a potable water interconnect, in accordance with the *Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, and The Town of Dundee, Florida*, and receive up to **0.5 MGD** of potable water from the City of Winter Haven; apply to SWFWMD for the transfer of potable water capacity from applicable agricultural wells including but not limited to those identified in Section 5 (e) of this Ordinance and obtain the proper and necessary increases to the Town’s public supply WUP; and, pursuant to Section 163.3184, *Florida Statutes*, and applicable Florida law, adopt and implement necessary amendments and/or revisions to various aspects of the 2030 Comprehensive Plan and LDC in order to accommodate the unprecedented residential growth and development within the corporate limits of the Town.

(b) **Moratorium.** Beginning on the effective date of this Ordinance, the moratorium shall continue for twelve (12) consecutive months.

The moratorium shall be imposed on the Town’s consideration of applications for annexation(s), permit applications, planned developments, master planned communities, rezonings, special exceptions, and residential development permits and/or development orders as defined in §380.031, *Florida Statutes (2024)* (collectively hereinafter referred to as the “Applications”); and, during the pendency of the moratorium, the Town of Dundee shall not accept, review, or process any of the Applications.

No Applications (including applications that may have been submitted prior to July 23, 2024) for properties subject to the moratorium established herein may be processed by Town staff until the expiration and/or termination of this moratorium, unless provided for by this Ordinance.

The Applications for properties subject to the moratorium established herein

received by the Town on or before July 23, 2024, will be held in abeyance until the conclusion of the moratorium, unless provided for by this Ordinance.

- (c) **Expiration and/or Termination.** Subject to the *extension* provision(s) provided for below, the moratorium imposed by this Ordinance shall terminate upon the earliest of two (2) occurrences, as follows: (1) one (1) calendar year at 11:59 P.M. on the 365th day after the effective date of this Ordinance; or (2) a date before **September 9, 2025**, if provided for by Ordinance of the Town Commission of the Town of Dundee, Florida.
- (d) **Extension.** The provisions of this Ordinance may be extended once by ordinance for a period of not more than twelve (12) additional months, upon a finding by the Town Commission following a public hearing/public comment that good cause exists and an extension would be in the best interests of the citizens and residents of the Town of Dundee, Florida.

Section 5. Exemptions. Exemptions from this Ordinance are, as follows:

- (a) Subject to Sections 7.02.03 and 6.01.00 of the LDC, upon confirmation that a satisfactory concurrency evaluation has been performed, the moratorium imposed by this Ordinance shall not apply to any development permit and/or development order, as the terms are defined in §380.031, Florida Statutes (2024), on and/or for real property consisting of one (1) acre or less.
- (b) The moratorium shall not include building permits that are issued by the Town for interior remodeling, maintenance, repair(s), reroofing, and/or health and safety improvements on lawfully existing structures.
- (c) The moratorium shall not apply to building permits for the demolition and/or replacement of lawfully existing structures which pose a life, health, and safety hazard, so long as the structure, once replaced, complies with all applicable provision(s) of the Town’s LDC, Code of Ordinances, and 2030 Comprehensive Plan. For purposes of this exception, any application(s) for local building permit(s) for the replacement of a lawfully existing structure shall include a written certification from a professional engineer registered and licensed in the State of Florida as being necessary to correct and/or remedy the structural deficiencies which pose a threat to the life, health, safety and general welfare of the public.
- (d) Upon written confirmation from Town staff that, pursuant to Sections 7.02.03 and 6.01.00 of the LDC, a satisfactory concurrency evaluation has been performed, the following residential developments are specifically and conditionally exempt from this Ordinance, as follows:
 - (i) *Seasons at Bella Vista*;
 - (ii) *Crystal Lake Preserve*;
 - (iii) *Landings at Lake Mabel Loop*;

- (iv) *Reserve at Dundee Lakes (up to limit of 304 ERCs);*
- (v) *Seasons at Hilltop;*
- (vi) *Shores at Lake Dell; and*
- (vii) *Sol Vista*

(e) Upon written confirmation from Town staff that, pursuant to Florida law and applicable provision(s) of the LDC, the Town has received a credit and/or increase to its public supply WUP from SWFWMD arising out of the transfer of agricultural wells pursuant to and/or in accordance with a Concurrency Developer's Agreement and/or Water Supply Allocation Agreement, the transferor thereof shall be specifically and conditionally exempt and only to the extent of such credit and/or increase actually credited to the Town's public supply WUP. For purposes of this exemption, the potable water capacity credited to or causing an increase in the Town's public supply WUP by SWFWMD for each agricultural well transferred pursuant to a Concurrency Developer's Agreement and/or Water Supply Allocation Agreement shall, to the extent of such credit and/or increase provided, be specifically and conditionally exempt from this Ordinance and reserved for certain residential development(s) which include, but are not limited to, the following:

- (i) *Woodland Ranch Phase(s) 1, 2 & 3;*
- (ii) *Alford Ridge;*
- (iii) *Reserve at Dundee Lakes (Remaining Phases);*
- (iv) *Landings at Lake Trask Phases 1 & 2;*
- (v) *Legacy Hills Phases 1 & 2;*
- (vi) *Valencia Ridge Reserve;*
- (vii) *Weiberg West Development;*
- (viii) *Estes Planned Unit Development; and*
- (ix) *Vista Del Lago Phase 4.*

(f) The moratorium imposed by this Ordinance shall not apply to any vested right and/or vested status as provided for by this Ordinance.

(g) The moratorium shall not apply to the Town's acceptance of a petition for the establishment of a Community Development District (CDD), which is a local unit of special-purpose government, created pursuant to chapter 190, Florida Statutes. In the event a petition for the establishment of a CDD includes any other matter(s) which are the subject of the moratorium, this exception shall not prevent the abeyance of the subject petition until the termination of the moratorium.

(h) The moratorium imposed by this Ordinance shall not apply to any development in the General Retail Commercial (CC), Highway Commercial (CH), and Service Commercial (CS) Zoning Districts within the Town and all such developments shall be otherwise subject to applicable laws, Code of Ordinances, LDC's and/or other applicable rules and regulations for such development.

- (i) The Town Commission may authorize exception(s) to the moratorium

imposed by this Ordinance when it finds, based upon competent substantial evidence presented at a duly noticed public meeting, that the deferral of action and/or issuance on an application for a development order and/or development permit for the duration of the moratorium imposes an extraordinary hardship. For purposes of requesting a hardship exception, the owner shall request a determination in the same form and manner provided for in **Section 6** of this Ordinance.

In reviewing an application for an exception based upon a claim of extraordinary hardship, the Town Commission shall consider all competent substantial evidence and relevant testimony which includes, but is not limited to, the following:

- (i) Prior to July 23, 2024 (date established by pending ordinance doctrine), the extent to which the owner had received permit(s) and/or approvals from the Town.
- (ii) Prior to July 23, 2024, whether the owner had entered into any contractual commitments in reliance upon the permit(s) and/or approval(s) issued by the Town.
- (iii) Prior to July 23, 2024, whether the owner has made a substantial made a substantial expenditure in *good faith* reliance upon the permit(s) and/or approval(s) issued by the Town.
- (iv) Prior to July 23, 2024, in *good faith* reliance upon the permit(s) and/or approval(s) issued by the Town, the owner has incurred financial obligation(s) to a lending institution which cannot be met unless the subject development proceeds (i.e., owner exhausted all available alternatives).
- (v) Whether the moratorium exposes the owner to substantial monetary liability to third-parties, results in the owner's inability to earn a reasonable investment-backed expectation on and/or for the subject real property.

Section 6. Vested Rights and Quasi-Judicial Review Procedures.

- (a) Owner(s) of real property located within the corporate limits of the Town or an authorized agent of the owner(s) may request a vested rights determination by paying an application fee, provided hereunder, and filing a technically complete application with the Town's Chief Administrative Officer or designee.
- (b) The application form shall, at a minimum, contain the following information:

- (i) The name and address of the applicant(s), who must be the owner(s) of the subject parcel(s) or real property, or an agent expressly authorized to apply on behalf of the owner(s).
- (ii) A legal description, current tax parcel identification number and survey or a sketch of the real property that is the subject of the application.
- (iii) The name and address of each owner of the parcel(s) or real property.
- (iv) Any approved site plan, approved Certified Subdivision Plan, or plat that is applicable to the real property.
- (v) Identify with particularity with specific reference to any ordinance, resolution, or other action of the Town of Dundee or failure to act by the Town of Dundee, any statute or other general law, upon which the applicant relied and which the applicant believes supports the applicant's position that a development order and/or development permit should be issued during the moratorium.
- (vi) A statement of fact that the applicant intends to prove or demonstrate, in support of the application that a vested right exists which warrants the issuance of a development order and/or development permit during the moratorium.

The application shall fully articulate the legal basis for being issued a development order and/or development permit notwithstanding the moratorium.

- (c) The applicant shall provide a sworn statement, executed by all owners of the real property at issue or an authorized agent averring that all factual information set forth in the application is true and accurate.
- (d) The Town's Chief Administrative Officer or designee shall screen each application to determine whether the application is technically complete, as set forth herein. No screening shall take place until an applicant has paid an application processing fee of \$ [REDACTED].

The sufficiency determination shall be made within fourteen (14) calendar days after receipt of the application. If not technically complete, the application shall be returned to the applicant with written notification identifying the deficiencies in the application and the applicant shall be granted fourteen (14) additional calendar days to complete a technically sufficient application. If a response is not submitted to the Town's Chief Administrative Officer or designee within the time specified in this subsection, the application shall be deemed abandoned.

- (e) Upon the Town's Chief Administrative Officer or designee's acceptance of a technically complete application, for which the application fee has been submitted and paid, the Town Commission shall review the application, hold a public hearing, and make a final determination within forty-five (45) calendar days as to whether or not it has been clearly and convincingly demonstrated that the real property at issue has a vested right and/or vested status and therefore should be issued a development order and/or development permit for new residential development notwithstanding this moratorium.
- (f) Within seven (7) calendar days after making a final determination of vested rights status, the Town Commission shall provide the applicant with a written order, notifying the applicant of the determination of vested rights status. Notwithstanding the moratorium, if the Town Commission determines that a vested right and/or vested status exists, and all other applicable provisions of the Code of Ordinances, LDC, and 2030 Comprehensive Plan have been met, then a development order and/or development permit for the new residential development shall issue and the applicant shall have the right to rely upon such written notification that the real property is vested. The Town Commission's written notification shall be final and not subject to further appeal to the Town, revocation, or modification.
- (g) The public hearing on the application for vested rights shall be a quasi-judicial hearing before the Town Commission. The applicant shall present all the applicant's evidence in support of the application. The technical Florida Rules of Evidence shall not apply to the hearing, but basic notions of due process will be observed, and all testimony of witnesses shall be given under oath.
- (h) The Town Commission's decision to grant vested rights status shall be based on common law criteria for vested rights determinations which includes, but shall not be limited to, the following:
 - 1. Evidence that warrants a finding that this Ordinance has denied the owner(s) of beneficial use of the subject property in violation of State and Federal Constitutions; or
 - 2. Owner has relied in good faith upon the act or omission of the Town;
 - 3. Owner has made a substantial change in position or incurred extensive obligations and expenses; and
 - 4. Owner(s) change in position results in a highly inequitable and unjust deprivation of the right(s) that the owner acquired.
- (i) The Town Commission's decision to grant vested rights status shall be final.

- (j) Any property expressly exempt from this moratorium, as set forth in Section 5(b)-(c) is presumptively vested for purposes of this Ordinance and shall not be required to file an application under this Section.

Section 7. Conflicts. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the 2030 Comprehensive Plan of the Town of Dundee, unless such repeal is explicitly set forth herein.

Section 8. Severability. The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Ordinance shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 9. Administrative Correction of Scrivener's Errors and Codification. It is the intention of the Town Commission that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code of Ordinances of the Town of Dundee is accomplished, sections of this Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 10. Codification. It is the intention of the Town Commission of the Town of Dundee that Section 3 of this Ordinance incorporated herein shall become and be made a part of the Code of Ordinances, Town of Dundee, Florida.

Section 11. Business Impact Estimate.

On October 1, 2023, Senate Bill 170 (“SB 170”), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance. Section 166.041(4)(c)1, as amended, provided that municipal ordinances enacted to implement Part II of Chapter 163, Florida Statutes, were not subject to the *business impact estimate* requirement.

On October 1, 2024, Senate Bill 1628 (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023), by creating express exclusion(s) for *development orders* and *development permits*, as defined by Section 163.3164, Florida Statutes (2023).

In this instance, this Ordinance is enacted and is necessary to implement the issuance of *development orders* and/or *development permits* (as defined by §163.3164, Florida Statutes). As such, pursuant to applicable Florida law, this Ordinance is exempt and does not require a business impact estimate

Section 12. Effective Date. This Ordinance shall take effect immediately upon its adoption.

INTRODUCED AND PASSED, on First Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 29th day of August, 2024.

PASSED AND DULY ADOPTED, on Second Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 10th day of September, 2024.

TOWN OF DUNDEE

MAYOR – Sam Pennant

Attest:

TOWN CLERK – Lita O’Neill

Approved as to Form:

TOWN ATTORNEY – Frederick J. Murphy, Jr.

DRAFT



TOWN COMMISSION SPECIAL MEETING AUGUST 29, 2024

Ordinance 24-09

Temporary Development Moratorium



WHY A TEMPORARY MORATORIUM IS NEEDED

Due to the historically high number of proposed and/or approved new residential development projects within the boundaries of the Town, the Town is at and/or has exceeded its maximum allocable daily potable water capacity allowed under the Town's current consumptive water use permits (WUPs) issued by the Southwest Florida Water Management District (SWFWMD); and

How is the Town mitigating for the increase in growth and its impact on the potable water availability?

- August 23, 2022, at a duly noticed public meeting the Town Commission approved the *Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, and The Town of Dundee*, giving the town **500,000 gpd** of potable water.
- The Town of Dundee has applied for an expansion of its public supply WUP and that application is under review by SWFWMD.
- The Town has conditionally approved CSP's for **approximately twelve (12)** applicants and, in certain instances, entered into a Water Supply Allocation Agreement for the transfer of capacity associated with applicable **agricultural wells** associated with such proposed residential developments; and



How long will this moratorium be active? Item 2.

Beginning on the effective date of this Ordinance, the moratorium shall continue for twelve (12) consecutive months.

WHO WILL BE AFFECTED BY THIS MORATORIUM?



The moratorium shall be imposed on the Town’s consideration of applications for annexation(s), permit applications, planned developments, master planned communities, rezonings, special exceptions, and residential development permits and/or development orders as defined in §380.031, Florida Statutes (2024) (collectively hereinafter referred to as the “Applications”); and, during the pendency of the moratorium, the Town of Dundee shall not accept, review, or process any of the Applications.



No Applications (including applications that may have been submitted prior to July 23, 2024) for properties subject to the moratorium established herein may be processed by Town staff until the expiration and/or termination of this moratorium, unless provided for by this Ordinance.



The Applications for properties subject to the moratorium established herein received by the Town on or before July 23, 2024, will be held in abeyance until the conclusion of the moratorium, unless provided for by this Ordinance.

WHO WILL NOT BE AFFECTED BY THIS MORATORIUM?



The moratorium imposed by this Ordinance shall not apply to any vested right and/or vested status as provided for by this Ordinance.

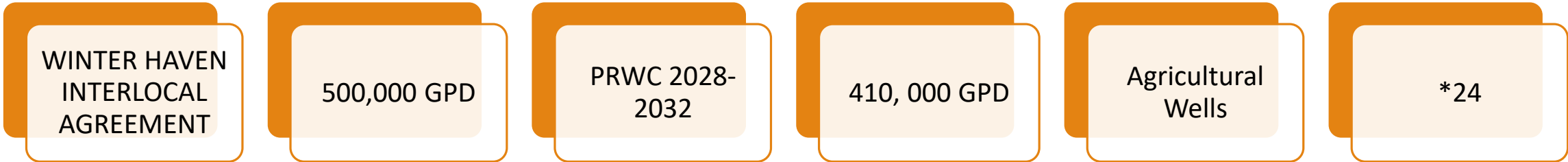


The moratorium shall not apply to the Town's acceptance of a petition for the establishment of a Community Development District (CDD), which is a local unit of special-purpose government, created pursuant to chapter 190, Florida Statutes. In the event a petition for the establishment of a CDD includes any other matter(s) which are the subject of the moratorium, this exception shall not prevent the abeyance of the subject petition until the termination of the moratorium.



The moratorium imposed by this Ordinance shall not apply to any development in the General Retail Commercial (CC), Highway Commercial (CH), and Service Commercial (CS) Zoning Districts within the Town and all such developments shall be otherwise subject to applicable laws, Code of Ordinances, LDC's and/or other applicable rules and regulations for such development.

WATER SOURCES



Town of Dundee Temporary Moratorium Purpose

The purpose of this temporary moratorium is to provide a reasonable period of time for the Town to construct a potable water interconnect, in accordance with the *Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, and The Town of Dundee, Florida*, and receive up to **0.5 MGD** of potable water from the City of Winter Haven; apply to SWFWMD for the transfer of potable water capacity from applicable agricultural wells including but not limited to those identified in Section 5 (e) of this Ordinance and obtain the proper and necessary increases to the Town’s public supply WUP; and, pursuant to Section 163.3184, *Florida Statutes*, and applicable Florida law, adopt and implement necessary amendments and/or revisions to various aspects of the 2030 Comprehensive Plan and LDC in order to accommodate the unprecedented residential growth and development within the corporate limits of the Town.

The Town Commission of the Town of Dundee, Florida, hereby finds that the expected impacts of the unprecedented residential growth and development on public facilities and infrastructure necessary to serve such new residential development and maintain required levels of service may negatively affect the public health, safety, and welfare of the Town, thus finding it necessary to enact a temporary residential development moratorium

PLANNING & ZONING BOARD RECOMMENDATION

Item 2.

On August 26, 2024, the Planning and Zoning Board unanimously approved a motion to recommend approval to the Town Commission of Ordinance 24-09, a Town-initiated ordinance to enact a temporary moratorium for twelve (12) consecutive months.

TOWN COMMISSION RECOMMENDATION

MOTION OPTIONS:

1. I move the Town Commission **approve** Ordinance 24-09, a Town initiated ordinance to enact a temporary moratorium for twelve (12) consecutive months
2. I move the Town Commission **approve with changes** Ordinance 24-09, a Town initiated ordinance to enact a temporary moratorium for twelve (12) consecutive months
3. I move the Town Commission **deny** Ordinance 24-09, a Town initiated ordinance to enact a temporary moratorium for twelve (12) consecutive months



TOWN COMMISSION SPECIAL MEETING AUGUST 29, 2024



TOWN COMMISSION SPECIAL MEETING

August 29, 2024 at 5:30 PM

| | |
|------------------------------|--|
| AGENDA ITEM TITLE: | DISCUSSION & ACTION, SCHEDULE SPECIAL PUBLIC WORKSHOP DATES TO DISCUSS TRANSPORTATION IMPACT FEES |
| SUBJECT: | Public Workshop Dates – Transportation Impact Fees |
| STAFF ANALYSIS: | <p>Transportation impact fees are one-time charges that developers may pay to cover the cost of transportation projects that new development will require. These fees are intended to ensure that new development pays its fair share of the improvements needed to accommodate the added burden it places on the transportation system.</p> <p>Two public workshops are required for public input prior to the Town Commission taking action on transportation impact fees.</p> <p>Staff is requesting the Town Commission approve the public workshops to be scheduled on the following dates and times:</p> <ul style="list-style-type: none">• Tuesday, September 10, 2024, at 5:30 p.m.• Tuesday, September 24, 2024, at 6:00 p.m. |
| FISCAL IMPACT: | None |
| STAFF RECOMMENDATION: | Staff recommends approval |
| ATTACHMENTS: | None |



TOWN COMMISSION SPECIAL MEETING

Item 4.

August 29, 2024 at 5:30 PM

- AGENDA ITEM TITLE:** DISCUSSION ONLY, BOARD MEMBERSHIPS & GOVERNMENT-IN-THE-SUNSHINE
- SUBJECT:** Review of Government-in-the-Sunshine Laws
- STAFF ANALYSIS:** Several applications for the new Visioning Board have been received. Legal staff will explain Government-in-the-Sunshine Laws and issues concerning dual Board membership.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** None