



# **TOWN COMMISSION MEETING AGENDA**

**May 05, 2026 at 6:30 PM**

**COMMUNITY CENTER - 603 LAKE MARIE BLVD., DUNDEE, FL 33838**

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

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**RECOGNITION OF SERGEANT AT ARMS**

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

**ROLL CALL**

**APPROVAL OF AGENDA**

**SWEARING IN OF NEW COMMISSION MEMBERS**

**1. SWEARING IN OF NEW COMMISSION MEMBERS**

**INTERMISSION - BREAK**

**OPENING COMMENTS FROM NEW MAYOR**

**SELECTION OF VICE-MAYOR**

**2. SELECTION OF VICE-MAYOR**

**PROCLAMATIONS**

**3. PROCLAMATIONS**

- A. National Day of Prayer Proclamation**
- B. The Gathering in Florida Proclamation**
- C. Memorial Day Observation Proclamation**

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MAY 5, 2026**

**4. AGREEMENTS**

- A. Polk County Fire Rescue 2026 Lease Agreement**
- B. PCSO Interlocal Agreement**

**PUBLIC HEARING**

- 5. DISCUSSION & ACTION, ORDINANCE 26-05 706 CITRUS AVENUE FUTURE LAND USE MAP AMENDMENT 2nd READING/ADOPTION**

**NEW BUSINESS**

- 6. DISCUSSION & ACTION, RESOLUTION 26-12 RIDGEWOOD AVENUE VARIANCE FOR PARKING**
- 7. DISCUSSION & ACTION, CDM SMITH, INC AGREEMENT TO PRODUCE THE 2025 PUBLIC SUPPLY ANNUAL REPORT FOR WATER USE PERMIT**
- 8. DISCUSSION & ACTION, LAKE HAMILTON MUTUAL TERMINIATION AGREEMENT FOR SEWER SERVICES**
- 9. DISCUSSION & ACTION, VOLUNTEER FIRE ASSISTANCE GRANT APPROVAL**
- 10. DISCUSSION & ACTION, RFP 26-02, COMMUNITY CENTER PARKING LOT RESURFACING PROJECT**

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

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

**REPORTS FROM OFFICERS**

Polk County Sheriff's Office  
Dundee Fire Department

Town Attorney  
Town Manager  
Commissioners  
Mayor

**ADJOURNMENT**

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

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



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	May 5, 2026	<b>Submitted By:</b> Erica Anderson, Town Clerk	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	Swearing In Ceremony		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	N/A		
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>At the first regular Town Commission meeting in May following the municipal election is when the newly elected members are sworn into office.</p> <ul style="list-style-type: none"> <li>◆ Commissioner, Seat #1 – Julia Hunt</li> <li>◆ Commissioner, Seat #3 – Ray Hunt</li> <li>◆ Mayor – Joe Garrison</li> </ul>		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>	<b>BUDGET:</b>	
	<b>STAFF REPORT:</b>	<b>PROCLAMATION:</b>	
	<b>EXHIBIT(S):</b>	<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>			
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>	<b>ORDINANCE:</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>			
<b>FISCAL IMPACT (if any):</b>	N/A		



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	May 5, 2026	<b>Submitted By: Erica Anderson, Town Clerk</b>		
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	The Town Commission will consider the appointment of their elected membership to serve in the role of Vice Mayor for the 2026-2027 legislative year.			
<b>STAFF RECOMMENDATION:</b> (MOTION READY)				
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>At the first Town Commission meeting in May, the Town Commission selects a Vice Mayor to serve an annual term. According to Section 3.05 of the Charter, the Vice Mayor shall act as Mayor during the absence or disability of the Mayor.</p> <p>Commissioner Willie Quarles has served as Vice Mayor from May 2025 to May 2026.</p> <p>Previous Vice Mayors:      Commissioner Bertram Goddard, 2024-2025             Commissioner Steven Glenn, 2023 – 2024             Commissioner Mary Richardson, 2022 – 2023             Commissioner Willie Quarles, 2021 – 2022</p>			
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>	
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
	<b>EXHIBIT(S):</b>		<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>				
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>		<b>ORDINANCE:</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>				
<b>FISCAL IMPACT (if any):</b>	N/A			

# PROCLAMATION

Item 3.



**WHEREAS**, Throughout the history of America prayers have been lifted up, seeking the Lord in every generation for direction, protection, provision, so that God would be glorified and “Bless America,” resulting in America being filled with His glory, grace, and goodness as He has answered our prayers for over 250 years; and

**WHEREAS**, From the first pilgrims’ prayerful covenant with God in the Mayflower Compact to the Declaration of Independence, and in every State Constitution, God is glorified, given reverence and thanks, compelling the prayers of our Continental Congress that formed our nation to continue to flow fervently across America in this generation and in rededication, personally and corporately, to the Creator acknowledged in our Declaration, and placing our “firm reliance on the protection of divine Providence;” and

**WHEREAS**, The National Day of Prayer is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution, signed by President Truman and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and

**WHEREAS**, In our town and across America the observance of the National Day of Prayer will be held on Thursday, May 7, 2026, with the theme, “Glorify God Among the Nations, Seeking Him in All Generations” based on the verse in 1 Chronicles 16:24, “Tell of His glory among the nations, His wonderful deeds among all the peoples.” and

**NOW, THEREFORE**, I, Joe Garrison, Mayor of the Town of Dundee, do hereby recognize May 7, 2026 as

## *National Day of Prayer*

throughout our Town and I commend this observance to our citizens and request that prayers would be lifted up throughout our Town; with every generation seeking the Lord as we rededicate our lives, town, and nation to the glory of God

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the Town of Dundee to be affixed at 6:30pm on this 5<sup>th</sup> day of May, 2026.

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Joe Garrison, Mayor

Attest:

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Erica Anderson, Town Clerk

# PROCLAMATION

Item 3.



**WHEREAS**, Bishop Gregory R. Meaux and his wife, Rosalina Meaux, have faithfully responded to their apostolic calling, dedicating more than 30 years to serving in ministry as volunteer pastors through The Gathering in Florida; and

**WHEREAS**, Bishop Gregory r. and Rosalina Meaux have demonstrated unwavering commitment to outreach and ministry work across Ohio, Puerto Rico, Florida, Africa, India, and throughout Europe, bringing messages of hope, unity and prayer to communities worldwide; and

**WHEREAS**, through their ministry, Biship Gregory and Rosalina Meaux have emphasized the importance of prayer, the pursuit of unity among people, and the hosting of God’s presence wherever they are called to serve; and

**WHEREAS**, The Gathering in Florida under their leadership, has been a beacon of spiritual encouragement and support, enriching the lives of individuals and communities locally and globally; and

**WHEREAS**, their remarkable devotion, compassionate service, and steadfast leadership serve as an inspiration to all who encounter their ministry and mission.

**NOW, THEREFORE**, I, Joe Garrison, Mayor of the Town of Dundee, on behalf of the Town Commission and our residents of Dundee, do hereby recognize and honor Bishop Gregory R. and Rosalina Meaux and

## ***“The Gathering in Florida”***

encourages the residents of Dundee to honor their dedicated service and extends sincere wishes for their ongoing influence and continued success in ministry.

**IN WITNESS WHEREOF**, I, Joe Garrison, Mayor of the Town of Dundee hereunto set my hand and caused the Great Seal of the Town of Dundee to be affixed at 6:30pm on this 5<sup>th</sup> day of May, 2026.

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Joe Garrison, Mayor

Attest:

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Erica Anderson, Town Clerk

# PROCLAMATION



**WHEREAS**, since the late 19<sup>th</sup> century, each year in May, Americans pause to observe Memorial Day, a special day and National holiday since 1971 set aside to remember with dignity and admiration those who made the ultimate sacrifice in service to our nation; and

**WHEREAS**, our predecessors shaped the structure of our political system, set forth the groundwork for higher discoveries in science, technological, and medical research, started long lasting traditions that enrich our heritage, and fought in wars so that future generations would have freedom; and

**WHEREAS**, on Memorial Day, it is important to cherish the memories of our friends and family members who have died, and to remember the contributions they made to improve our lives; and

**WHEREAS**, the veterans who fought and died for our country helped preserve the freedoms and rights guaranteed to all people under the U.S. Constitution; and

**WHEREAS**, Memorial Day provides us with the opportunity to reflect and honor the pat, to renew and pass on our patriotism, and pay tribute to those who died in service to our country;

**NOW, THEREFORE**, I, Joe Garrison, Mayor of the Town of Dundee, do hereby recognize May 25, 2026 as

## *Memorial Day Observation*

In the Town of Dundee, and I encourage all people in our town to join me in honoring those who have died for this country.

Dated this 5<sup>th</sup> day of May, 2026

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Joe Garrison, Mayor

Attest:

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Erica Anderson, Town Clerk



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	May 5, 2026	<b>Submitted By:</b> Erica Anderson, Town Clerk		
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	Approval of the consent agenda			
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	Staff recommends approval of the 5.5.2026 TC Consent Agenda			
<b>SUMMARY and/or JUSTIFICATION:</b>	<p><b>A. AGREEMENTS</b></p> <ol style="list-style-type: none"> <li>1. Polk County Fire Rescue Lease Agreement</li> <li>2. Polk County Sheriff's Office Interlocal Agreement</li> </ol>			
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>	<input checked="" type="checkbox"/>	<b>BUDGET:</b>	<input type="checkbox"/>
	<b>STAFF REPORT:</b>	<input type="checkbox"/>	<b>PROCLAMATION:</b>	<input type="checkbox"/>
	<b>EXHIBIT(S):</b>	<input type="checkbox"/>	<b>OTHER:</b>	<input type="checkbox"/>
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	2026 Polk County Fire Rescue Lease Agreement Polk County Sheriff's Office Interlocal Agreement			
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>	<input type="checkbox"/>	<b>ORDINANCE:</b>	<input type="checkbox"/>
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>				
<b>FISCAL IMPACT (if any):</b>	N/A			

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the “Agreement”) is entered into effective as of May 1, 2026 (the “Effective Date”) by and between the **TOWN OF DUNDEE** (the “Landlord”), a Florida municipality, and **POLK COUNTY** (the “Tenant”), a political subdivision of the State of Florida.

### RECITALS

**WHEREAS**, the Landlord and the Tenant entered into that certain Lease Agreement (“the Agreement”) dated April 5, 2016, whereby the Landlord leases certain real property located at 105 Center Street, Dundee, Florida 33838, the location of which is depicted on the attached Exhibit “A” (the Land and Building collectively, the “Property”) to the Tenant to facilitate timely responses to requests for fire and emergency medical services to the residents of its city; and

**WHEREAS**, the Tenant has requested and the Landlord has agreed to lease a portion of the Building consisting of approximately 800 square feet of residential (bunk) quarters and restrooms, and a specified area of the Building vehicle bay (together, the “Premises”), as depicted on the attached Exhibit “B” to the Tenant upon the terms and conditions stated in this Agreement; and

**WHEREAS**, the Landlord agrees to allow Tenant joint use of the remaining portions of the Building depicted on Exhibit “A” described as the kitchen and dining area, day room, weight room, shower and bathroom facilities, locker room, emergency operations meeting room, decontamination room, and storage room; and

**WHEREAS**, the Agreement which did not include a renewal term expires on April 30, 2026; and

**WHEREAS** the Landlord and the Tenant have mutually agreed to enter into this Agreement whereby the Landlord will continue to lease the Premises, as defined in Section 2, below, to Tenant for an initial term of ten (10) years with one (1) additional ten (10) year term (the “Renewal Term”); and

**NOW, THEREFORE**, in consideration of the mutual covenants stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree, as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated into this Agreement.
2. **LEASE.** Landlord hereby leases and rents the Premises to the Tenant, and the Tenant does hereby lease and rent the Premises from the Landlord, in accordance with the terms and conditions stated in this Agreement. The Landlord agrees to lease the Premises to the Tenant for fire and emergency rescue services. The right of the Tenant to use and occupy the Premises under this Agreement shall include the right of nonexclusive use, in common with others entitled thereto, of the Property common areas as the same may be determined by the Landlord.

### 3. **TERM.**

- (a) **Term.** Landlord shall rent the Premises to Tenant for an initial term (the “Initial Term”) commencing May 1, 2026 (the “Commencement Date”) and, unless sooner terminated or extended as provided herein, terminating April 30, 2036.
- (b) **Renewal Term.** Provided the Tenant is not in default of this Agreement, the Tenant may renew this Agreement for one (1) additional ten (10) year term (the “Renewal Term”); the initial Term and the Renewal Term, if exercised, being collectively referred to hereinafter as the (“Term”). The Renewal Term shall be in accordance with the terms and conditions stated in this Agreement. To exercise its ability to extend the Agreement for a Renewal Term, the Tenant must provide the Landlord written notice (a “Renewal Notice”) no later than ninety (90) days prior to the expiration of the Initial Term.
- (c) **Early Termination.** During the Term, either party may terminate this Agreement if the other party is in default, in accordance with and as further specified in Section 11. Following the Initial Term, either party may terminate this Agreement for any reason or no reason by delivering one hundred and eighty (180) days prior written notice to the other party. Upon termination of the Agreement, the Tenant shall surrender possession of the Premises to the Landlord in accordance with Section 18, below.

4. **RENT.** On or before January 1st of each year this Agreement is in effect, the Tenant shall pay Landlord an annualized rent of One Dollar (\$1.00) for the use and occupancy of the Premises.

5. **UTILITIES.** The Tenant shall be responsible and pay when due all fees, deposits, charges or other assessments for all separately metered utilities that service the Premises. The Landlord shall be responsible and shall pay when due all fees, deposits, charges or other assessments for all other utilities that service the Property.

### 6. **USE OF PREMISES; ACCESS.**

- (a) The Tenant shall use the Premises as a fire and emergency medical services station. The Tenant shall use and conduct its operations within the Premises in accordance with all applicable federal, state, and local laws, statutes, regulations, and ordinances.
- (b) The Tenant shall be permitted to operate the station twenty-four (24) hours per day, seven (7) days per week.

7. **SIGNAGE.** The Tenant shall be permitted to erect and maintain such signage in, on, and around the Premises that the Tenant commonly utilizes to identify its fire and emergency medical services stations.

8. **ALTERATIONS AND IMPROVEMENTS.** Except for the hanging of pictures or other décor on Premises interior walls or doors, the Tenant shall not make or permit anyone to make any alterations, improvements, installations, or additions (any such act an “Alteration”) in or to the Premises of any kind or nature whatsoever without the prior express written consent of Landlord, which the Landlord may withhold in its discretion.

9. **MAINTENANCE AND REPAIR.** The Landlord shall maintain, repair, and replace the roof and structural portions of the Building including, but not limited, to the foundation, bearing and exterior walls, subflooring and slab, unexposed electrical, plumbing, and sewer systems, all in a manner consistent with similar fire and emergency medical services stations located within Polk County, Florida. Additionally, the Landlord shall be responsible to maintain, repair and replace the Building heating, ventilating and air-conditioning system, to include its motors and other component parts. The Tenant shall at its own cost and expense keep the Premises safe, clean, well-maintained, and in good order and repair in a manner consistent with similar Polk County fire and emergency medical services stations located within Polk County, Florida. The Tenant shall be responsible for all garbage and waste removal from the Premises.
10. **INSURANCE.** The Landlord and the Tenant agree to procure and maintain insurance as permitted by Section 768.28, Florida Statutes, for the purposes of insuring and addressing any claim, judgement or claims bill which each may respectively be liable to pay during the term of this Lease Agreement. In that regard the Landlord currently maintains commercial general liability insurance through the Florida Municipal Insurance Trust administered by the Florida League of Cities and the Tenant maintains a self-insurance risk management program. Both the Landlord and Tenant shall provide the other party with evidence of such insurance that either party may reasonably request.
11. **DEFAULT.** If either party materially defaults in any of its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the party receives written notice of the default from the other party, then the other party shall have the right to (i) immediately terminate this Agreement by delivering written notice to the party in material default, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If, however, the default is of a nature that cannot be cured within such fifteen (15) day time period, an event of default shall not be deemed to have occurred provided the party in material default commences a cure of the default within the fifteen (15) day time period and thereafter diligently and continuously works to cure the default.
12. **LIABILITY LIMIT. IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER 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 WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

Further by entering into this Lease Agreement, neither party intends to waive any sovereign immunity and/or the limits of its liability set forth in Section 768.28, Florida Statutes, regardless of whether such claims are based in contract, tort, statute, strict liability, negligence, product liability or otherwise. This section shall survive the expiration or early termination of this Agreement.

13. **ATTORNEY'S FEES AND COSTS.** In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorney's fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate proceedings.
14. **DAMAGE OR DESTRUCTION.** If the Building located on the Premises is wholly destroyed by fire or by other casualty, then this Agreement shall immediately terminate. If the Building located on the Premises is partially damaged or destroyed so as to render the Premises unusable to the Tenant for a time period that will exceed thirty (30) days, then either party may terminate the Agreement by giving written notice to the other party.
15. **EMINENT DOMAIN.** If the whole of the Property, the Building, or such portion thereof as will make the Premises unusable to the Tenant for its intended purpose, is condemned or taken by any legally constituted authority for any public use or purpose, then in either of these events, this Agreement shall terminate and the lease of the Premises shall cease on the date when possession of the same is taken by the condemning authorities. If a portion of the Building or Property is taken, but not an amount that would make the Premises unusable to the Tenant for its intended purpose, then this Agreement shall continue in full force and effect. The Tenant shall have no right or claim to any part of any award made to or received by the Landlord for such condemnation or taking, and all awards for the same shall be made solely to the Landlord. The Tenant shall, however, have the right to pursue any separate award that does not reduce the award to which the Landlord is entitled.
16. **ASSIGNMENT.** The Tenant shall not (i) assign this Agreement or any interest therein; (ii) sublease the Premises or any portion thereof; or (iii) permit use of the Premises by any party other than the Tenant, all without the Landlord's prior written consent, which consent may be withheld in the Landlord's sole discretion.
17. **HAZARDOUS MATERIALS.** Tenant shall not knowingly or unknowingly generate, store, treat, dispose of, install or otherwise cause or permit any Hazardous Material (defined below) to be brought upon, kept or used in or about the Premises by the Tenant, its guests, employees, contractors, or invitees. If Tenant fails to comply with the foregoing covenant, then the Tenant shall be wholly responsible for (i) all costs incurred in connection with any investigation of site conditions and cleanup, remediation, removal, or restoration work required by and federal, state, or local governmental agency because of the presence of the Hazardous Materials; and (ii) all consequential damage or loss that the Landlord incurs, both regardless of whether such costs, damages or loss arise during or after the term of this Agreement. If Tenant must take any remedial action in accordance with this section, the Tenant shall first obtain Landlord's approval and then immediately take all actions (at the Tenant's sole expense) that are necessary to return the Premises to the condition existing prior to the introduction of such Hazardous Materials. The term "Hazardous Materials" is defined to include, but not be limited to any and all substances, materials, wastes, pollutants, elements or compounds in such quantities as are currently or shall in the future be classified as hazardous, toxic, dangerous or capable of posing a risk of injury to health, safety, or property by and Federal, State, or local statute, law, ordinance, code, rule,



performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the affected party shall deliver written notice to the other party describing the event in reasonably sufficient detail and how the event has precluded the affected party from performing its obligations hereunder. The affected party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the affected party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the affected party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the affected party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

22. **QUIET USE AND ENJOYMENT.** As long as the Tenant fully complies with the terms, conditions, and covenants of this Agreement, the Landlord agrees that the Tenant shall and may peaceably have, hold, and enjoy the leases Premises during the term of this Agreement.
23. **BROKERS.** Landlord and Tenant represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Agreement and that no third party is due a commission, fee, or any other payment in association with the lease of the Premises to the Tenant. Each party shall be responsible to pay any claims made by anyone for any compensation, commissions, and charges claimed by any broker or agent with whom such party may have dealt with respect to this Agreement or the negotiations thereof.
24. **NO DISCRIMINATION.** Both parties shall comply with the Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990, as amended. Specifically, in the carrying out of this Agreement, neither party shall discriminate in any way as to race, color, creed, national origin, or in any other respect which would violate the aforesaid acts.
25. **RELATIONSHIP.** This Agreement creates a landlord-tenant relationship between the parties. Nothing in this Agreement shall be deemed or construed as creating any other relationship between the parties.
26. **WAIVER.** The failure of a party to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with the written consent of each party. Any such waiver by the parties in one instance shall not constitute a waiver of any subsequent similar condition, circumstance, or default, unless specifically stated in the written consent.
27. **SEVERABILITY.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. The Landlord

and Tenant shall reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of the section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined void.

28. **CONSTRUCTION; CAPTIONS.** This Agreement is the product of joint efforts of the parties, and no provision shall be interpreted or construed in favor of either party by virtue of authorship of such provision. The captions in this Agreement are for convenience of reference only and shall not define or limit any the terms or provisions hereof.
29. **MODIFICATION.** This Agreement may only be modified by a written amendment properly executed by the parties. No oral modifications will be effective or binding.
30. **INTEGRATION.** Tenant and Landlord agree that this Agreement sets forth the entire agreement between the parties with respect to its subject matter and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the lease of the above-described property, whether written or oral.
31. **RADON.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county health department.
32. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.
33. **GOVERNING LAW; VENUE.** This Agreement shall be governed and interpreted under the laws of the State of Florida. Venue for any action relating to the construction, interpretation, or enforcement of this Agreement shall be in or for the Tenth Judicial Circuit, Polk County, Florida.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

**ATTEST:**

Stacy M. Butterfield, Clerk

**POLK COUNTY,**

a political subdivision of the State of Florida

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

By: \_\_\_\_\_  
Martha Santiago, Ed. D., Chair  
Board of County Commissioners

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
County Attorney's Office

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

**ATTEST:**

Erica Anderson, Town Clerk

**TOWN OF DUNDEE,**  
a Florida municipality

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Samuel E. Pennant, Mayor

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

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Town Attorney – Frederick J. Murphy, Jr.

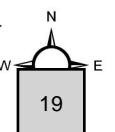


All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".



Polk County Property Appraiser  
Polk County, Florida

January 21, 2026



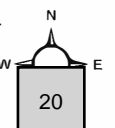


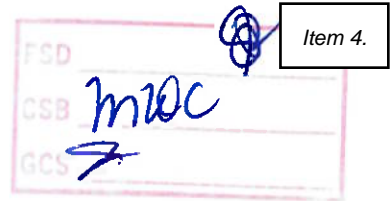
All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".



Polk County Property Appraiser  
Polk County, Florida

January 14, 2026





**INTERLOCAL AGREEMENT**

THIS AGREEMENT is made by and between the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, which is a municipality located within the boundaries of Polk County, Florida (hereinafter referred to as "TOWN") and Grady Judd, as Sheriff of Polk County, a Constitutional Officer of the State of Florida (hereinafter referred to as "SHERIFF").

WHEREAS, the TOWN has heretofore maintained a high level of professional law enforcement services for the benefit of its citizenry thereof, and

WHEREAS, the TOWN is desirous of maintaining the high level of competent professional law enforcement services, and

WHEREAS, the TOWN is desirous of maintaining its law enforcement powers but at the same time wishes to provide for daily law enforcement services through a contractual agreement, and

WHEREAS, the TOWN is also desirous of obtaining its emergency telecommunications services through a contractual agreement, and

WHEREAS, the SHERIFF has agreed to provide the TOWN a high level of professional law enforcement services along with emergency telecommunication services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is undertaken for the benefit of the general public so that, via cooperative effort, the parties may make the most efficient use of their resources, and is authorized by and entered into pursuant to Chapter 163, Florida Statutes, and other applicable law.

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE 1 – DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

a. Sergeant shall mean an individual who is appointed by the SHERIFF, as a supervisor who shall plan, direct, patrol, supervise, and/or perform the activities of a deputy sheriff as set forth in Article 2 of this Agreement.

b. Deputy Sheriff shall mean an individual, other than those described in a. above, who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Agreement.

c. Telecommunicator shall mean an individual who is appointed by the SHERIFF, and defined as a person who receives, processes, and dispatches calls for emergency service.

d. Patrol Unit shall mean one (1) staffed marked patrol car and all standard equipment as defined by the SHERIFF's General Orders.

e. The local Sheriff's Station for the TOWN shall mean the law enforcement office space provided by the TOWN as set forth in Article 4, located within the TOWN.

f. Service shall mean comprehensive law enforcement services provided each day of the year on a twenty-four (24) hour per day basis.

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g. Secretary shall mean an individual who performs operational, clerical and public relations duties and tasks specific to the position; interacts and cooperates positively with co-workers; responds politely to customers; and functions under intense time pressure in a positive manner to supervision.

**ARTICLE 2 – LEVELS OF SERVICE**

2.1 Telecommunications and Emergency Fire/Rescue Dispatch Service.

(a). The SHERIFF shall provide to the TOWN professional telecommunications services within and throughout the jurisdiction of the TOWN.

(b). Upon receipt of the emergency call from within the TOWN’s jurisdiction, the telecommunicator will coordinate dispatch and radio communication services for law enforcement, fire and emergency medical services for the TOWN.

(c). Telecommunication services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, an agency receiving, processing, and dispatching calls for service.

(d). Performance of all duties and responsibilities of the telecommunicators shall be in accordance with SHERIFF’s General Orders.

(e). The parties acknowledge that communications interoperability has been identified as a critical element of the public safety response network. The parties agree to acquire and utilize the same radio communications technology platform in order to be directly interoperable with all other agencies on the system. Radio communications technology platform refers to the radio equipment (portables, mobiles, control stations, consoles) which operate on the current radio system. The equipment utilized must be capable of direct interoperability using

a shared system and shared channels or talk groups without requiring any type of manual process or intervention such as gateways, bridges, patches, etc.

The parties agree to adhere to the communications protocols, including the requirement to utilize common radio terminology (codes, plain text), which may be discipline specific between fire-rescue and law enforcement.

(f). The parties recognize that each agency may have specific response matrices that dictate which resources will be sent to specific responses, though these may differ from like agencies. The telecommunicator shall dispatch the appropriate units for emergency incidents based on each agencies' requirements and directives.

(g). The purpose of this Agreement shall be to receive calls for emergency assistance, to efficiently coordinate response resources to emergencies and to efficiently and effectively coordinate public safety/emergency services radio communications.

2.2 Law Enforcement Patrol Services. (a). The SHERIFF shall provide to the TOWN, for the term set forth in this Agreement, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.

(b). The SHERIFF shall assign personnel to provide the level of professional law enforcement services consistent with the agreement set forth herein, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.

(1). The Sheriff shall provide exclusively to the TOWN a total of (1) sergeant, nine (9) deputy sheriffs (which includes two (2) school resource deputies), and one (1) secretary.

The two (2) school resource deputies are contingent upon continued funding by the Polk County School Board.

(2). The SHERIFF shall provide to the TOWN additional deputy sheriffs as mutually agreed upon by the SHERIFF and the TOWN.

(c). Law enforcement services shall encompass all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments.

(d). While contracted to provide law enforcement services, deputy sheriffs will enforce Polk County Ordinances that are applicable within the corporate limits of the TOWN, and Statutes of the State of Florida. Deputy Sheriffs are authorized to enforce the TOWN's Ordinances, which are normally enforced by municipal police. Performance of all duties of deputy sheriffs shall be in accordance with the SHERIFF's General Orders. For TOWN Ordinance purposes, the SHERIFF's operations, management and performance obligations hereinunder shall be considered the TOWN Police Department.

(e). The SHERIFF shall additionally provide to the TOWN when necessary, at no additional cost to the TOWN, the following expertise, services, and facilities:

- Traffic Crash Investigations/Traffic Homicide Investigations;
- Marine Patrol;
- Agricultural Unit (Patrol and Investigations);
- Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations and Collection of Evidence);
- Aviation Support;

- Special Investigations to include: Organized Crime Investigations, Homeland Security, Intelligence Gathering Activities, Criminal Street Gang Investigation and Suppression, and Drug Enforcement;
- Prisoner and Jail Services;
- Records Retention;
- Property and Evidence Section;
- Sheriff Service Officers;
- Patrol and Detection Canine Support;
- Special Weapons and Tactics Team (SWAT);
- Training Section;
- Task Force Personnel;
- Crime Prevention;
- Citizens Assisted Patrol (Volunteers);
- Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victims);
- Reserve Deputy Sheriffs;
- Administrative Investigations (Internal Affairs);
- Emergency and Unusual Occurrences (i.e., hurricanes, tornadoes, etc.);
- Any other such units or services as the Polk County Sheriff's office may provide normally.

(f). The SHERIFF shall provide the TOWN upon the request of the TOWN, such supplemental law enforcement services of a deputy sheriff(s) beyond those services described

herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty sheriff's deputies.

(g). In the event of an emergency response call and/or an exigent circumstance arises; deputy sheriff(s) assigned to the TOWN will perform services in a similar way that police departments assist under the Mutual Aid Agreement.

2.3 Administrative Responsibilities. (a). The one (1) sergeant, nine (9) deputy sheriffs, and one (1) secretary will perform all duties and responsibilities consistent with the SHERIFF's General Orders, and this Agreement under the direction of the SHERIFF.

(b). The sergeant or designee will notify the TOWN Manager or designee in a timely manner of any major/significant crimes, incidents, unusual occurrences, or emergencies that occur within the TOWN.

(c). The sergeant shall provide a daily report(s) to the TOWN Manager or designee, at his office, consisting of service activity, segregated by type and geographic locations where applicable.

(d). A formal analysis of law enforcement related trends and indicators within the TOWN shall be prepared and presented to the TOWN on a semi-annual basis by the SHERIFF and shall include the formalized Uniform Crime Report(s) (UCR) and other crime data as contained in the SHERIFF's crime analysis system.

(e). The TOWN and SHERIFF recognize that professional law enforcement services require flexibility in order to meet society's challenge to combat crime and other social conditions. Therefore, the sergeant or designee shall have the discretion to determine staff

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allocation, and assignments in alignment with ongoing law enforcement activity analysis so long as the level of service required by this Agreement is not thereby degraded.

(f). The sergeant or designee shall be responsible for attending all Commission Meetings. The sergeant or designee shall attend community meetings and meetings with the TOWN staff which involves issues of mutual concern or when needed to provide advice or consent on law enforcement issues and other meetings, as requested by the TOWN.

2.4 Safety Cameras. SHERIFF shall provide the TOWN with surveillance cameras for the purpose of crime awareness and prevention. SHERIFF will determine the location and positioning of the cameras for optimal performance. The TOWN agrees to provide SHERIFF permission to install the cameras at designated locations. All rights and manner of use of cameras, and all rights, titles, interest, and use of camera data, shall remain in the control of SHERIFF.

**ARTICLE 3 – OTHER RESPONSIBILITIES**

3.1 Assignment of Law Enforcement. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff. Every sworn deputy sheriff of the SHERIFF so empowered hereby engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be sworn officers of the TOWN while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Agreement. The SHERIFF shall have and maintain the responsibility

for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein. SHERIFF shall give reasonable consideration to reassignment of personnel serving the TOWN upon reasonable request of the TOWN.

3.2 Employment Responsibility. (a). The SHERIFF shall be responsible for all insurance benefits, compensation, and/or any status or right during the course of employment with the SHERIFF. Accordingly, the TOWN shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, contribution to pension funds (as provided herein) or to the Florida Retirement System, insurance premiums or payments, Workers' Compensation benefits under Chapter 440, Florida Statutes, or any other amenities of employment to any SHERIFF personnel performing services, duties, and responsibilities hereunder for the benefit of the TOWN and residents thereof.

(b). The SHERIFF shall be financially responsible for all accrued vacation time and sick time benefits of the Transferred Employees during the course of employment with the SHERIFF in the following manner:

(1). Transferred Employees separating from the SHERIFF after successfully completing the probationary period will be compensated for a maximum of two hundred forty (240) vacation hours in accordance with the SHERIFF'S General Order 22.11.

(2). For purposes of determining the accrued rate for vacation leave, the SHERIFF shall utilize the Transferred Employees' latest hire date with the TOWN.

(3). Transferred Employees separating from the SHERIFF will not be paid for unused sick leave pursuant to SHERIFF's General Order 22.11.

(4). Transferred Employees were eligible to join the sick leave pool of the SHERIFF if contribution requirements are able to be met with transferred sick leave time.

(5). Transferred Employees will accrue holiday time pursuant to SHERIFF's General Order 22.11.

(6). All Transferred Employees shall be eligible for promotional opportunities based upon their years of service with the TOWN and other qualifications.

3.3 Employment: Right of Control. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.4 SHERIFF's General Orders. The SHERIFF shall provide the TOWN a copy of the SHERIFF's General Orders, including any updates and amendments added after publication.

3.5 Recognitions and Awards. Recognitions and Awards shall be paid for by the SHERIFF.

**ARTICLE 4 – TOWN'S RESPONSIBILITIES**

4.1 Office Space. (a). The TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building and/or ground maintenance, pest control, alarm services, and janitorial services for those facilities designated as the Station. The SHERIFF shall maintain the Station in a clean and sanitary condition, free from trash and debris, with normal use excepted. In the event the SHERIFF, his employees, or appointees destroy, deface, damage, impair, or remove any part of the Station, the SHERIFF will be responsible, to the extent permitted by law, for repairing or replacing such property.

(b). Future space planning shall be coordinated with the SHERIFF and the TOWN.

(c). The use and occupancy by the SHERIFF of the Station shall include the use of common areas shared with others entitled thereto, including but not limited to, the automobile parking areas, driveways, pathways, entranceways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN; subject to the terms and conditions of this Agreement.

(d). The TOWN shall, during the term of this Agreement, at its sole cost and expense, maintain appropriate insurance coverage to include general liability and fire and casualty coverage, either through a commercial insurance carrier or a self-insurance program of sufficient coverage, to protect the TOWN and the SHERIFF in the event of claims relating to the Station or damage and/or destruction of the Station provided to the SHERIFF under this Agreement. The TOWN shall provide a copy of its insurance policy or self-insurance policy certificate to the SHERIFF within thirty (30) days of the effective date of this Agreement.

(e). If for any reason the TOWN fails to provide the SHERIFF with a Station, as required above, the SHERIFF is relieved from his obligation to provide, inside the boundaries of the TOWN, those contracted or future contracted administrative services, including all positions indicated in this Agreement, and such other services which required a physical structure within the TOWN. All positions indicated in this Agreement will be relocated to the SHERIFF's District headquarters office and will carry out their job functions as required under this Agreement from said location.

(f). The TOWN's failure to provide the SHERIFF with a Station will require the SHERIFF's Deputies to attend roll call at the SHERIFF's Southeast District Command, and any additional travel time incurred will, as agreed upon by the TOWN and the SHERIFF, be part of the contracted hours.

4.2 Ordinances. The TOWN shall provide two (2) copies of the TOWN Ordinances as adopted, with updates as received, to the SHERIFF.

**ARTICLE 5 – CONSIDERATION**

5.1. Professional Law Enforcement/Telecommunication Services. TOWN shall pay the SHERIFF as payment in full for services herein agreed to be performed the sum of one million one hundred thirty eight thousand nine hundred twenty four dollars (\$1,138,924.00) for the term of this Agreement.

5.2 If the price of fuel exceeds \$4.00 a gallon, for a calendar month (average price per month), the TOWN and SHERIFF shall negotiate in good faith, in a manner mutually agreed upon, by both parties a fuel adjustment reimbursement that shall be invoiced by the SHERIFF as incurred and paid within thirty (30) days.

5.3 Additional law enforcement services requested by the TOWN, as set forth in Article 2.2 of this Agreement, shall be invoiced and compensated monthly at actual wage and benefit rate.

5.4 Supplemental law enforcement services requested by the TOWN, as set forth in Article 2.2(f) of this Agreement, shall be invoiced and compensated monthly at the actual wage and benefit rate of the deputy sheriff.

5.5 The TOWN agrees to reimburse the SHERIFF for the cameras set forth in paragraph 2.4 and for the cost of installation. Cameras currently in place at the start of the term of this Agreement shall be invoiced on October 1, 2026. If the parties agree to add additional cameras during the term of this Agreement, the costs of the cameras and installation shall be invoiced as they are added. The TOWN agrees to submit payment to the SHERIFF within thirty (30) days of invoice.

5.6 The TOWN shall make monthly payments in advance in the amount of one-twelfth (1/12) of the base contract amount. Monthly payments shall be made prior to the first day of each month. Additional law enforcement services requested by the TOWN, as set forth in Article 2.2(b)(2) of this Agreement, shall be invoiced by the SHERIFF as provided and shall be paid by the TOWN within thirty (30) days.

5.7 Emergency Fire and Rescue Dispatch Services. In Addition to the amounts listed set forth above, TOWN shall also pay to the SHERIFF as payment in full for Fire/Rescue Emergency 9-1-1 telecommunication services as agreed to be performed the sum of twelve thousand fifty six dollars (\$12,056.00).

**ARTICLE 6 – AUDIT OF RECORDS**

The TOWN or designee may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF's records relating to the services provided pursuant to the terms of this Agreement.

**ARTICLE 7 – FINES, FORFEITURE, PAYMENT**

7.1 All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the TOWN pursuant to Section 938, Florida Statutes, shall be transferred to the SHERIFF and used by the SHERIFF for law enforcement education purposes of supplementing

training for deputies assigned to the TOWN. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which the TOWN receives or may hereinafter receive by way of entitlement programs, grants, or otherwise in connection with police or law enforcement education activities.

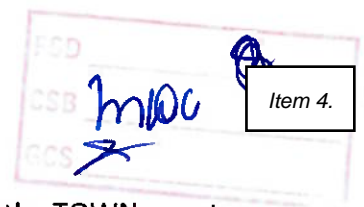
7.2 All fines and forfeitures levied and collected pursuant to Chapter 316, Florida Statutes, as the same may be amended from time-to-time, shall be forwarded to the TOWN consistent with the distribution requirements of Section 318.21, Florida Statutes.

7.3 The TOWN shall adopt the Polk County Alarm Ordinance, which shall be enforced by the SHERIFF.

7.4 Apart from such funds, the TOWN shall have no claim or right to any other monies or things of value which TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with police or law enforcement activities.

**ARTICLE 8 – HOLD HARMLESS**

8.1 To the extent and limits permitted by controlling law, the SHERIFF will indemnify and hold harmless the TOWN against any claims, and the cost of defending such claims, including but not limited to reasonable attorney’s fees (both trial and appellate), filed against the SHERIFF and/or the TOWN, arising directly or indirectly, as a result of, or in connection with any intentional and/or negligent acts or omissions of the SHERIFF’s office or its deputies’, agents’, or employees’ related to the services provided in this Agreement. Provided however, in no event will the SHERIFF pay any attorney’s fees and/or costs connected with an action brought by the TOWN against the SHERIFF related to the services provided in this Agreement to the extent that



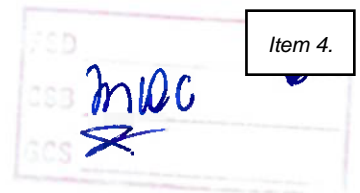
such an action does not arise out of the indemnification given by the SHERIFF to the TOWN as set forth herein.

8.2 To the extent and limits implemented under controlling law, the TOWN will indemnify and hold the SHERIFF harmless against any claims, and the cost of defending such claims, including but not limited to reasonable attorney's fees (both trial and appellate), filed against the TOWN and/or the SHERIFF, arising directly or indirectly, or as a result of, or in connection with any intentional and/or negligent acts or omissions of the TOWN, its agents', or employees'. Provided however, in no event will the TOWN pay any attorney's fees and/or costs connected with an action brought by the SHERIFF against the TOWN to the extent that such an action does not arise out of the indemnification given by the TOWN to the SHERIFF as set forth herein.

8.3 Nothing contained herein shall be construed to limit or modify the provisions of Section 768.28, Florida Statutes, as it applies to the TOWN and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF or the TOWN pursuant to the provisions of Chapter 768, Florida Statutes.

**ARTICLE 9 – INDEPENDENT CONTRACTOR**

The SHERIFF, for the purpose of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested to the SHERIFF and his Deputies pursuant to Article 3.



**ARTICLE 10 – TERM**

This Agreement shall remain in full force and effect commencing October 1, 2026, and ending September 30, 2027, all dates inclusive, unless the Agreement is otherwise extended or terminated in accordance with the terms hereof.

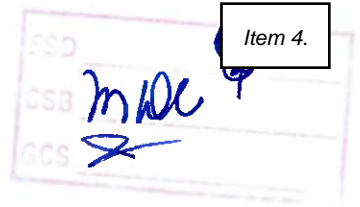
**ARTICLE 11 – TERMINATION**

This Agreement may be terminated by either party for any or no cause by giving advance notice to the other party of not less than one hundred and eighty (180) days in the manner set forth in Article 14 of this Agreement. However, termination of this Agreement shall not abridge or modify the obligations pertaining to the reestablishment of a police department; the parties agree there will be no lapse in law enforcement services.

**ARTICLE 12 – TRANSITION**

12.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF’s Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

12.2 In the event of termination or upon expiration of this Agreement, the SHERIFF will return, at the request of the TOWN, an equal amount of equipment, supplies, vehicles, fixtures, and furnishings transferred from the TOWN.



**ARTICLE 13 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED**

13.1 The SHERIFF, by his execution hereof, does hereby represent to the TOWN that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect:

(a). His making and executing this Agreement shall create a legal obligation upon himself and the Polk County Sheriff’s Office.

(b). This Agreement shall be enforceable by the TOWN according and to the extent of the provisions hereof.

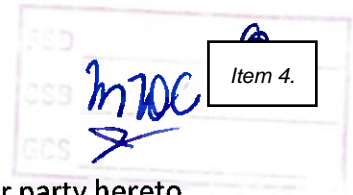
13.2 Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder is intended to in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida or any policy, rule, and/or ordinance of the County, or the laws of the State of Florida.

13.3 The Mayor, by his/her execution hereof, does represent to the SHERIFF that he/she has full power and authority to make and execute this Agreement on behalf of the TOWN.

13.4 Nothing herein contained and no obligation on the part of the TOWN to be performed herein under is intended to in any way be contrary to or in contravention of any policy, rule and/or ordinance of the TOWN or the laws of the State of Florida.

**ARTICLE 14 – NOTICE**

All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States Mail, registered or certified, return receipt requested, postage



prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the TOWN, to:

Town of Dundee  
Attn: Town Manager  
Post Office Box 1000  
Dundee, Florida 33838

With a Copy to:

Town of Dundee Attorney

In case of the SHERIFF, to:

Polk County Sheriff's Office  
Attn: Office of Legal Affairs  
1891 Jim Keene Blvd  
Winter Haven, Florida 33880

**ARTICLE 15 – NON-ASSIGNABILITY**

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the TOWN, which consent must be evidenced by a duly passed resolution.

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**ARTICLE 16 – THIRD PARTIES**

In no event shall any of the 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 of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

**ARTICLE 17 – COMMUNICATIONS**

All Communications related to Law Enforcement, Detention, and Law Enforcement Related Telecommunications issues will first be routed through the Town Manager’s Office who will in turn route them to the SHERIFF.

**ARTICLE 18 – IMPACT FEES**

Notwithstanding any provision herein to the contrary, TOWN shall be entitled to keep the funds generated from any impact fee imposed to be utilized for proper and allowable law enforcement capital recovery costs as agreed upon by the SHERIFF and TOWN and consistent with Florida law and the TOWN’s Code of Ordinances.

**ARTICLE 19 – EDWARD BYRNE GRANT**

All purchases made with monies awarded through the Edward Byrne Grant shall be mutually agreed upon by the SHERIFF and the TOWN.

**ARTICLE 20 – JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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**ARTICLE 21 – ENTIRE AGREEMENT**

This Agreement constitutes the complete understanding of the parties and merges and supersedes any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

**ARTICLE 22 – SEVERABILITY**

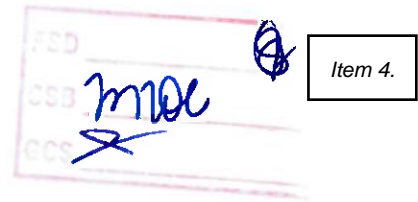
Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

**ARTICLE 23 – AMENDMENTS OR MODIFICATIONS**

Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modifications of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

**ARTICLE 24 – GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance.



**ARTICLE 25 – FORUM AND VENUE**

All actions regarding this Agreement shall be formed and venued in a court of competent subject matter jurisdiction, in Polk County, Florida, or the Federal Middle District Court of Florida, located in Tampa, Florida.

IN WITNESS WHEREOF, the parties have caused this interlocal agreement to be executed for the uses and purposes set forth herein.

POLK COUNTY SHERIFF'S OFFICE  
BY ANDRIA MCDONALD, EXECUTIVE DIRECTOR

ATTEST

Andria McDonald

Marilyn Cray

WITNESS TO ANDRIA MCDONALD

Date: 4/9/20

APPROVED AS TO FORM:  
BY SHERIFF'S GENERAL COUNSEL

[Signature]

TOWN OF DUNDEE  
BY SAM PENNANT, MAYOR

ATTEST  
BY TOWN CLERK

\_\_\_\_\_

\_\_\_\_\_

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

APPROVED AS TO FORM

BY: \_\_\_\_\_  
TOWN OF DUNDEE ATTORNEY

Initial: \_\_\_\_\_

Initial: [Signature]



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	May 05, 2026	<b>Submitted By:</b> Lorraine Peterson- Planning & Zoning		
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, ORDINANCE 26-05 706 CITRUS AVENUE FUTURE LAND USE MAP AMENDMENT 2 <sup>nd</sup> READING/ADOPTION			
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	I move <b>approval of Ordinance 26-05</b> , a request by the Town of Dundee to amend the Future Land Use Map for property located in the Town of Dundee from Commercial Industrial Corridor to Medium Density Residential (MDR) on approximately 1.57 +/- acres. The subject property is located east of Highway 27, north of Dundee Road, and on the north side of Citrus Avenue, in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 27-28-29-848000-000060.			
<b>SUMMARY and/or JUSTIFICATION:</b>	The Applicant, The Town of Dundee is requesting an amendment/correction to the Future Land Use Map for property located in the Town of Dundee. The current FLU is Commercial/Industrial Corridor with the proposed FLU being Medium Density Residential (MDR) as it would be consistent with the Town of Dundee's Comprehensive Plan, Land development Code and compatible with the surrounding land uses. The proposed site is located on 1.57 +/- acres of land, east of Highway 27, north of Dundee Road, and on the north side of Citrus Avenue, in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 27-28-29-848000-000060.			
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>	
	<b>STAFF REPORT:</b>	X	<b>PROCLAMATION:</b>	
	<b>EXHIBIT(S):</b>	X	<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Staff Report Ordinance 26-05 Exhibit A-Legal Description, Existing Future Land Use Map, Proposed Future Land Use Map, and BIE			
<b>SELECT, if applicable</b>	<b>RESOLUTION: N/A</b>		<b>ORDINANCE: 26-05</b>	

ORDINANCE NO. 26-05

Item 5.

**IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE**

*(If Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)*

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR PROPERTY LOCATED IN THE TOWN OF DUNDEE, FLORIDA, FROM COMMERCIAL/INDUSTRIAL CORRIDOR FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.57 +/- ACRES TO MEDIUM DENSITY RESIDENTIAL (MDR) FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.57 +/- ACRES; FUTHER DESCRIBED AS PARCEL 272829-848000-000060; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**FISCAL IMPACT** *(if any):*

This Ordinance will not produce any fiscal impacts to the Town. \$0.00

**ORDINANCE NO. 26-05**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR PROPERTY LOCATED IN THE TOWN OF DUNDEE, FLORIDA, FROM COMMERCIAL/INDUSTRIAL CORRIDOR FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.57 +/- ACRES TO MEDIUM DENSITY RESIDENTIAL (MDR) FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.57 +/- ACRES; FURTHER DESCRIBED AS PARCEL NUMBER 272829-848000-000060; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, Sections 163.3161 through 163.3215, Florida Statutes, commonly referred to as the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and mandates the Town of Dundee, Florida, to plan for future development and growth and to adopt and amend comprehensive plans, or elements, or portions thereof, to guide the future growth and development of the Town; and

**WHEREAS**, the Town-initiated request to amend the Future Land Use designation from Commercial/Industrial Corridor to Medium Density Residential (MDR) on approximately 1.57 +/- acres is consistent with the Future Land Use Element of the 2030 Comprehensive Plan of the Town of Dundee (the "Comprehensive Plan") and provides consistency between the existing land use and the surrounding area; and

**WHEREAS**, on April 16, 2026, pursuant to Section 163.3184 and Sections

166.041(3)(c)2, Florida Statutes, the Planning and Zoning Board, serving as the Local Planning Agency designated by the Town, and the Town Commission held duly noticed public meetings and hearings on the Town-initiated amendment to the Town of Dundee 2030 Comprehensive Plan Future Land Use Map, which is legally described in **Composite Exhibit "A"** and attached hereto and made a part hereof by reference; and

**WHEREAS**, on April 16, 2026, in accordance with the procedures required by Sections 166.041 (3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this Ordinance were considered by the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, and such amendments were recommended to the Town Commission for adoption; and

**WHEREAS**, pursuant to Section 163.3184, Florida Statutes, the Town Commission held duly noticed public meetings and hearings on **Ordinance 26-05**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

**WHEREAS**, in exercise of its authority the Town Commission has determined it necessary to adopt this **Amendment 26-05** to the Comprehensive Plan, which map is marked as **Composite Exhibit "A"** and is attached and made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the corporate limits of the Town of Dundee, Florida; and

**WHEREAS**, in accordance with the Expedited State Review procedures required by Section 163.3184(3), the Town of Dundee transmitted the proposed amendment and supporting data and analysis to the applicable review agencies; and

**WHEREAS**, the Town Commission of the Town of Dundee, Florida, finds that the enactment and adoption of this Ordinance No. 26-05 is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Ordinance No. 26-05 is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

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

referenced factual recitals as the legislative findings supporting the adoption of this Ordinance.

**Section 2. Future Land Use Map.** The Town of Dundee 2030 Comprehensive Plan Future Land Use Map is hereby amended to specifically reflect the assignment of the Future Land Use designation of Medium Density Residential (MDR) on the approximately 1.57 +/- acres of land as legally described and depicted in **Composite Exhibit "A"** which is attached hereto and made a part of this Ordinance by reference.

**Section 3. Conflicts.** All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the 2030 Comprehensive Plan of the Town of Dundee, unless such repeal is explicitly set forth herein.

**Section 4. Severability.** The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional. 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, 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 5. Administrative Correction of Scrivener's Errors and Codification.** It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the 2030 Comprehensive Plan of the Town of Dundee, Florida; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the 2030 Comprehensive Plan of the Town of Dundee is accomplished, sections of this Ordinance may be renumbered or re lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his or her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk. A certified copy of this enacting Ordinance and certified copy of the Town of Dundee Future Land Use Map and

Comprehensive Plan shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 6. Effective Date.** The effective date of this plan amendment, if the amendment is not timely challenged by an affected party, shall be 31 days after adoption. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**INTRODUCED AND PASSED**, on First Reading and public hearing this 21st day of April, 2026.

**PASSED AND DULY ADOPTED**, on Second Reading with a quorum present and voting, by the Town Commission of Dundee, Florida, this \_\_\_\_ day of \_\_\_\_, 2026.

**TOWN OF DUNDEE**

\_\_\_\_\_  
MAYOR – Joe Garrison

Attest:

\_\_\_\_\_  
TOWN CLERK – Erica Anderson

Approved as to Form:

\_\_\_\_\_  
TOWN ATTORNEY – Markeishia Smith

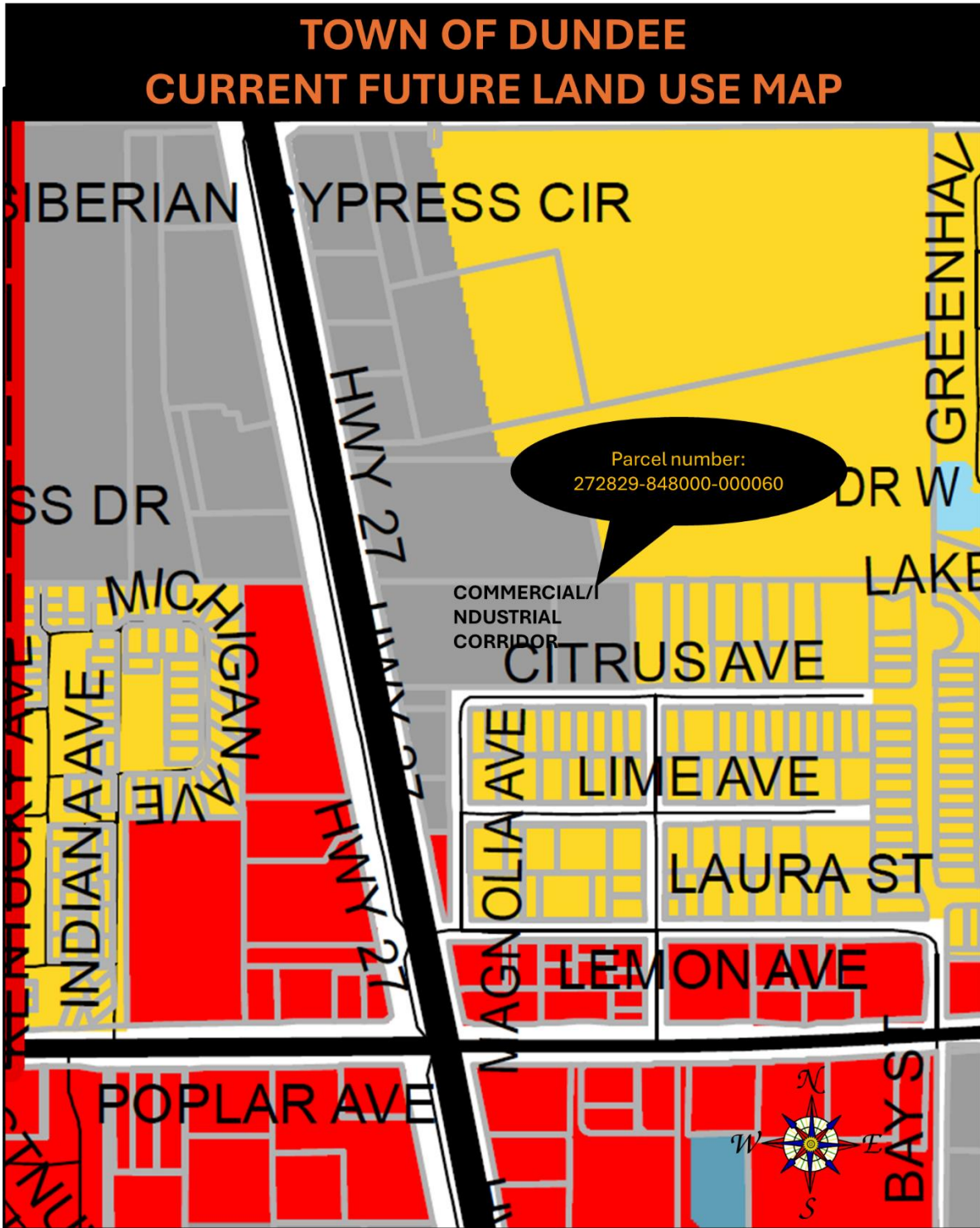
**Composite Exhibit "A"**  
**Ordinance No. 26-05**  
**Legal Description**  
**Page 1 of 3**

**GARRISON PROPERTY  
LEGAL DESCRIPTION  
706 CITRUS AVENUE**

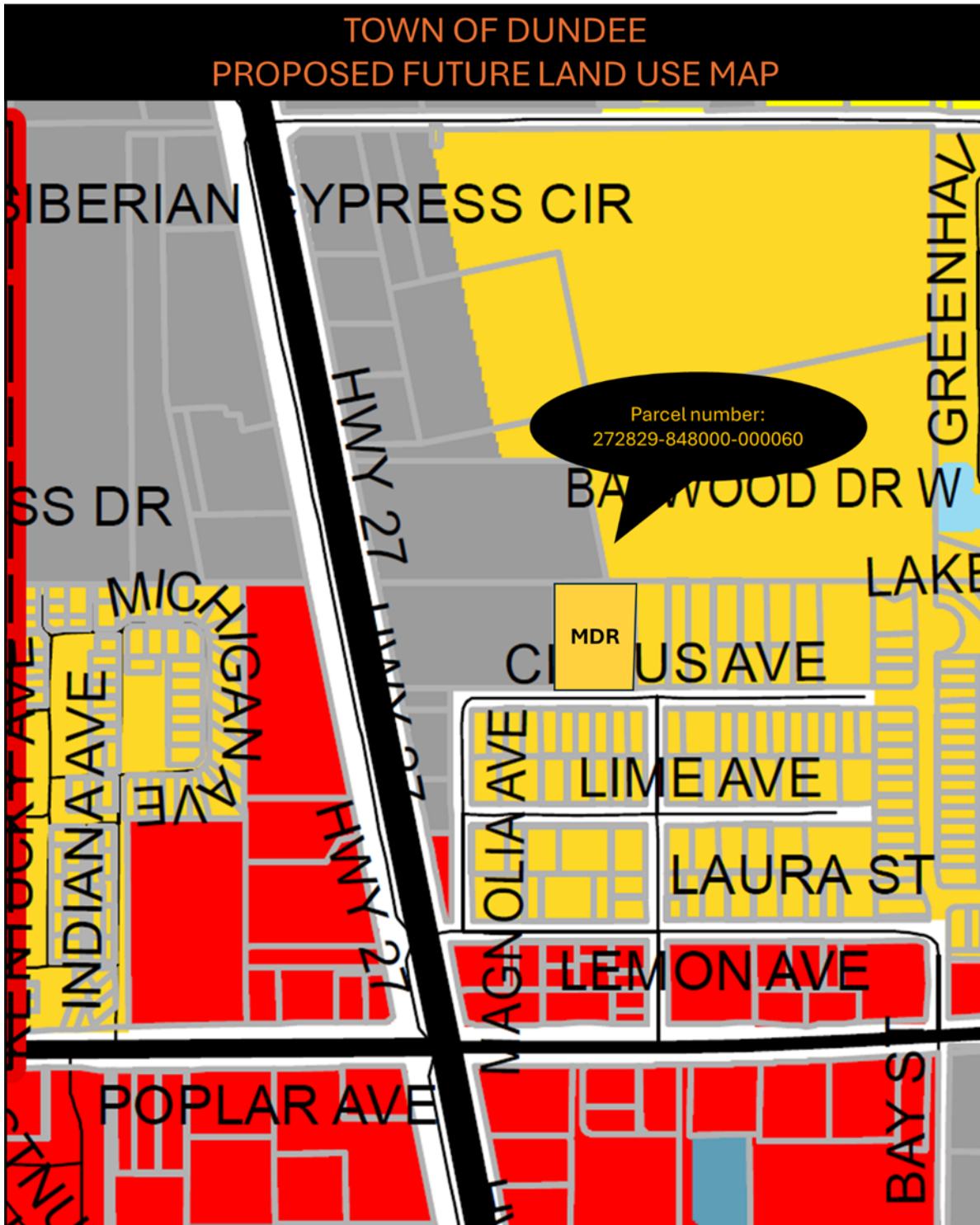
**PER OR BK 12649, PAGE 1413**

THE WEST ½ OF LOT 6 AND ALL OF LOT 7, SCENIC HEIGHTS ACCORDING TO THE MAP OR PLAT THEREOF,  
AS RECORDED IN PLAT BOOK 22, PAGES 21, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Composite Exhibit "A"  
Ordinance No. 26-05  
Existing Future Land Use Map  
Page 2 of 3



**Composite Exhibit "A"**  
**Ordinance No. 26-05**  
**Proposed Future Land Use Map**  
**Page 3 of 3**



**Town of Dundee, Florida**  
**Business Impact Estimate**  
**§166.041(4), Fla. Stat. (2024)**

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.

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).

This *Town of Dundee Business Impact Estimate* (“BIE”) is provided in accordance with Section 166.041(4), Florida Statutes (2024); and Section 166.041(a) of the Florida Statutes states, in pertinent part, as follows:

Before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a *business impact estimate* in accordance with this subsection. The *business impact estimate* **must be** posted on the municipality’s website *no later than the date the notice of proposed enactment is published pursuant to paragraph (3)(a)<sup>1</sup>* and must include all of the following:

1. A summary of the Ordinance, including a statement of the *public purpose* to be served by the Ordinance, such as serving the public health, safety, morals, and welfare of the *Town of Dundee, Florida*.
2. An *estimate of the direct economic impact* of the Ordinance on *private, for-profit businesses in the Town of Dundee, Florida*, including the following, if any:
  - a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;
  - b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and
  - c. An *estimate of the municipality’s regulatory costs*, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.
4. Any additional information the *Town Commission of the Town of Dundee* determines may be useful.

If one (1) or more boxes are checked below, this means the *Town of Dundee* is of the view that a *business impact estimate* is not required pursuant to applicable Florida law; however, the *Town of Dundee* is,

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<sup>1</sup> Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to §166.041(3)(c), Fla. Stat. (2024).

*Town of Dundee, Florida*  
*Ordinance No. 26-05*  
*706 Citrus Future Land Use Map Amendment*

nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *Town of Dundee Ordinance No. 26-05* (hereafter the “Ordinance”).

This BIE may be revised following its initial posting.

- The Ordinance is required for compliance with Federal or State law or regulation;
- The Ordinance relates to the issuance or refinancing of debt;
- The Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the *Town of Dundee, Florida*;
- The Ordinance is an emergency ordinance;
- The Ordinance relates to procurement; or
- The Ordinance is enacted to implement the following:
  - a. *Development orders and development permits*, as those terms are defined in §163.3164, *Florida Statutes (2024)*, and *development agreements*, as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220 – 163.3243, *Florida Statutes (2024)*;
  - b. Comprehensive plan amendments and land development regulation amendments *initiated by an application by a private party other than the municipality*;
  - b. §§ 190.005 and 190.046, *Florida Statutes (2024)*;
  - c. §553.73, *Florida Statutes (2024)*, relating to the Florida Building Code; or
  - d. §633.202, *Florida Statutes (2024)*, relating to the Florida Fire Prevention Code.

Notwithstanding the identified and noted exemption(s) above, if applicable, pursuant to the provisions of §166.041(4), *Florida Statutes (2024)*, and applicable Florida law, the *Town of Dundee* hereby publishes the following information:

**1. Summary of the Ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR PROPERTY LOCATED IN THE TOWN OF DUNDEE, FLORIDA, FROM COMMERCIAL/INDUSTRIAL CORRIDOR FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.57 +/- ACRES TO MEDIUM DENSITY RESIDENTIAL (MDR) FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.57 +/-

ACRES; FUTURE DESCRIBED AS PARCEL 272829-848000-000060; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The purpose is to:

Take the current future land use map from Commercial/Industrial Corridor to Moderate Density Residential (MDR) to keep in line with the Town of Dundee Comprehensive Plan and Land Development Code.

**2. An estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the *Town of Dundee, Florida*, if any:**

This ordinance pertains to a town initiated future land use map amendment and does not impose any operational or financial requirements on other private businesses.

Estimated Impact:

- Direct Costs to Businesses: \$0
- Indirect Costs to Businesses: \$0
- New Fees or Charges: None
- Compliance Requirements: None

No private businesses will be required to take any action, submit documentation, or alter operations as a result of this ordinance.

**3. Good faith estimate of the number of businesses likely to be impacted by the proposed *Town of Dundee Ordinance No. 26-05*:**

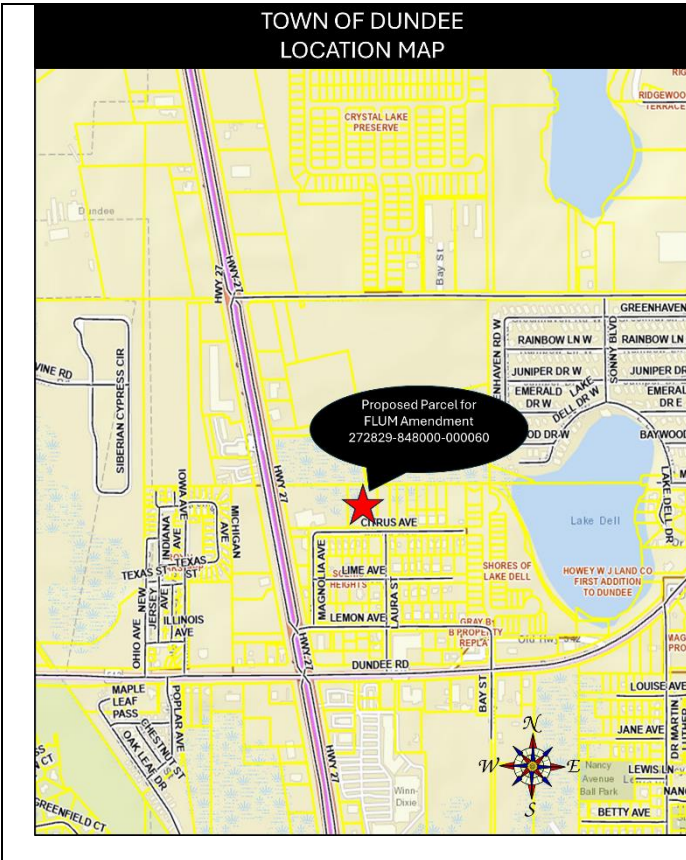
Estimated number of impacted businesses: 0

There are no anticipated impacts on any for-profit businesses operating within the Town of Dundee or its service area.

**4. Additional information the *Town Commission of the Town of Dundee* deems useful (if any):**

None currently.

# Town of Dundee Town Commission Staff Report 706 Citrus Avenue-Town Initiated Future Land Use Map Amendment



<b>To:</b> Planning and Zoning Board
<b>Agenda Date:</b> May 5, 2026
<b>Department:</b> Planning and Zoning
<b>Discussion Topic:</b> Future Land Use Map Amendment change from Commercial/Industrial Corridor to Medium Density Residential (2 <sup>nd</sup> reading/adoption)
<b>Applicant:</b> Town of Dundee
<b>Property Owner:</b> Garrison Joseph L Revocable Trust Agreement
<b>Planning &amp; Zoning Board Recommendation:</b> 3-0, Recommend Approval
<b>Town Commission Transmittal Hearing:</b> 5-0, Approval
<b>Town Commission Adoption Hearing:</b> Pending Hearing
<b>DEO Comments:</b> Pending
<b>Prepared By:</b> Lorraine Peterson, Development Director



## SITE LOCATION

The proposed site is located on 1.57 +/- acres of land, east of Highway 27, north of Dundee Road, and on the north side of Citrus Avenue, in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 27-28-29-848000-000060.

## BACKGROUND

The Applicant, The Town of Dundee is requesting an amendment/correction to the Future Land Use Map for property located in the Town of Dundee. The current FLU is Commercial/Industrial Corridor with the proposed FLU being Medium Density Residential (MDR) as it would be consistent with the Town of Dundee’s Comprehensive Plan, Land Development Code and compatible with the surrounding land uses.

# Town of Dundee Town Commission Staff Report 706 Citrus Avenue-Town Initiated Future Land Use Map Amendment

## PROPOSED FUTURE LAND USE MAP AMENDMENT

### Policy 2.4: Medium Density Residential

The primary function of the Medium Density Residential classification is to accommodate medium density residential development. Permitted uses include duplexes, townhouses, apartments, condominiums, mobile home parks or subdivisions, and single-family houses. The maximum density is 12.0 residential dwelling units per acre.

**Table 1:  
Density/Intensity Information**

	<b>Existing FLU: Commercial/Industrial Corridor (1.57 +/- acres)</b>	<b>Proposed FLU: MDR (1.57 +/- acres)</b>
Density/Intensity	Commercial Industrial Corridor 9.99 DU/acre	Medium Density Residential: 12.0 DU/acre
Density Potential	9.99 DU	12.0 DU
Difference	Increase of 1.99 DU	

### ANALYSIS

This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

#### **2.02.02.05. RTF Two-Family Residential.**

- (A) *FLUM designation:* Medium-density residential or downtown transitional.
- (B) *Purpose:* The purpose of the RTF two-family residential zoning district shall be to locate and establish areas within the Town of Dundee which are deemed to be suited for the development and maintenance of medium-density residential living of an urban character; to designate those uses and services appropriate and proper for location and development within said zoning district; and to establish such development standards and provisions as are appropriate to ensure proper development in a medium-density residential environment. It is intended that the maximum residential density within any portion of the district shall be nine dwelling units per net acre of land.

**Town of Dundee  
Town Commission Staff Report  
706 Citrus Avenue-Town Initiated  
Future Land Use Map Amendment**

- (C) *Permitted principal uses and structures:* The following principal uses and structures are permitted:
- (1) Citrus grove, crop raising, horticulture, including noncommercial greenhouses (but excluding the care and handling of animals and/or fowl); and including a residence occupied only by the owner or tenant and his immediate family;
  - (2) Park or playground, or other recreational or cultural facility (public);
  - (3) Public administrative or safety facility, including a police or fire station;
  - (4) School (public), kindergarten and grades 1 through 12;
  - (5) Single-family dwelling;
  - (6) Two-family dwelling.
- (D) *Accessory uses:* As set forth in section 2.01.02.
- (E) *Special exception uses:* The following uses may be permitted only following the review and specific approval as set forth in section 7.05.00:
- (1) Church or other place of worship, including related educational and training facilities;
  - (2) College or technical school;
  - (3) Day care center;
  - (4) Golf course (not including miniature golf course) and country club;
  - (5) Public utility or maintenance facility, including water pumping plant and/or storage tank, reservoir, electrical transmission lines and substations;
  - (6) Recreational facility (private or nonprofit);
  - (7) School (private or parochial) offering a curriculum substantially equivalent to that of a public school, with comparable grades and meeting the requirements of the state board of education;
  - (8) Townhouse, subject to special provisions of section 3.07.00.
- (F) *Minimum lot requirements:*
- (1) *Single-family dwelling:* 6,000 square feet and width of 50 feet;
  - (2) *Townhouse dwelling complex:* 43,560 square feet;
  - (3) *Two-family dwelling:* 9,000 square feet and width of 75 feet;

Town of Dundee  
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Future Land Use Map Amendment

- (4) *All other use:* 12,000 square feet and width of 100 feet.
- (G) *Maximum building coverage:* 35 percent, unless otherwise provided by this ordinance.
- (H) *Maximum building height:* 35 feet.
- (I) *Minimum floor area:*
  - (1) *Single-family dwelling:* See table of development standards.
  - (2) *Townhouse dwelling:* See table of development standards.
  - (3) *Two-family dwelling:* See table of development standards.
- (J) *Minimum yard requirements:*
  - (1) *Front yard:* 25 feet, unless otherwise provided by this ordinance.
  - (2) *Side yard:*
    - a. *Two-family dwelling:* Nine feet;
    - b. *All other uses:* Seven feet, unless otherwise provided by this ordinance.
  - (3) *Rear yard:* 25 feet, unless otherwise provided by this ordinance.
  - (4) *Buffering:* Where applicable, buffering shall be provided in accordance with the provisions of section 2.03.00.
- (K) *Other requirements:*
  - Off-street parking and service requirements:* As set forth in section 3.03.00.

# Town of Dundee Town Commission Staff Report 706 Citrus Avenue-Town Initiated Future Land Use Map Amendment

## Surrounding Uses

Table 1 lists the Future Land Uses (FLU) for the surrounding areas adjacent to the subject site.

**Table 1: Surrounding Uses**

<b>Northwest</b> Dundee Retail FLU-Commercial/Industrial Corridor Zoning- Highway Commercial	<b>North</b> Dundee Vacant Land FLU-Commercial/Industrial Corridor & MDR Zoning-CH &AL	<b>Northeast</b> Dundee Vacant Land FLU-MDR Zoning-AL
<b>West</b> Dundee Retail FLU-Commercial/Industrial Corridor Zoning-Highway Commercial	<b>Subject Site</b> Vacant Farmland Current FLU- Commercial/Industrial Corridor Current Zoning- RTF Proposed FLU-MDR Proposed Zoning-RTF	<b>East</b> Dundee Residential FLU-MDR Zoning-RTF
<b>Southwest</b> Dundee Residential FLU-MDR Zoning-RTF	<b>South</b> Dundee Residential FLUM-MDR Zoning-RTF	<b>Southeast</b> Dundee Residential FLU-MDR Zoning-RTF

*Sources: Polk County Property Appraiser, Polk County Geographical Information System, and site visit by staff*

## Potable Water and Sanitary Sewer

Potable water and Sanitary sewer lines are in the area. A structure was demolished on the property in 2024; any new structure or structures would be infill.

## Solid Waste

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

# Town of Dundee

## Town Commission Staff Report

### 706 Citrus Avenue-Town Initiated Future Land Use Map Amendment

#### Roads

The proposed project is infill and driveways and roads are already established.

#### Recreation

The Town currently meets the level of service requirement of 4.5 acres per 1,000 residents as established in the Comprehensive Plan. The applicant will be required to provide recreational opportunities per the Land Development Code. The dedication of land for park and recreation services is 0.0116 acres/dwelling unit. The Town Commission may approve a dedication of land, a fee paid in lieu of dedication, or a combination of the two. The Town Commission makes this determination at time of concept plan.

#### Environmental Impacts

According to the Fish and Wildlife Service (FWS), the sand skink (endangered species) is endemic to the sandy ridges of central Florida, occurring in Highlands, Lake, Marion, Orange, Osceola, Polk, and Putnam counties. The proposed site is in an area identified as potential habitat for the Gopher Turtles, Sand Skinks and threatened species, if the proposed project continues through to site development plan or subdivision review approval stages, specific environmental studies will be completed, and requirements will be addressed.

#### School Impacts

A binding school concurrency determination letter dated February 06, 2026 was received by the Town. The letter states there is available capacity at the zoned elementary and middle schools and capacity for high school at an adjacent zone school. School concurrency letters are valid for 18 months.

#### **CONSISTENCY WITH THE COMPREHENSIVE PLAN**

The following Town of Dundee Comprehensive Plan policies are relevant to the proposed request. The policy is provided with an analysis of how the request may or may not be consistent with the Town's Comprehensive Plan. The request is consistent with the Comprehensive Plan.

Town of Dundee  
Town Commission Staff Report  
706 Citrus Avenue-Town Initiated  
Future Land Use Map Amendment

**Table 2: Consistency with the Comprehensive Plan**

<b>Comprehensive Plan Policy</b>	<b>Analysis</b>
<b>FLU Policy 5.1:</b> Direct higher densities and intensity of use to areas where public facilities and services are available or are projected to be available. Limit the density and intensity of use in areas where public facilities and services are not available.	This is infill and there was a structure on this property at a prior date, so public facilities and services are available.
<b>FLU Policy 5.2:</b> Ensure that development orders or permits for future development and redevelopment are issued only if the public facilities and services necessary to meet the adopted level of service standards are available concurrent with the impacts of the development as established within all Elements of the Town of Dundee Comprehensive Plan, including the level of service standards listed within the following Elements: 1. Infrastructure Element 2. Transportation Element 3. Capital Improvements Element 4. Public School Facilities Element	The proposed impacts of the potential Future Land Use map amendment can be facilitated.
<b>FLU Policy 6.1:</b> Locate Future Land Uses at densities and intensities that will reduce greenhouse gas emissions while encouraging energy efficiency and will discourage urban sprawl and leap-frog development that unduly depletes the physical, social, and fiscal resources of the Town.	The property is located within an existing residential development. This is considered infill.
<b>CIE Policy 2.3:</b> At the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development.	Adequate public facilities will be available at the time of final approval.

# Town of Dundee

## Town Commission Staff Report

### 706 Citrus Avenue-Town Initiated Future Land Use Map Amendment

<p><b>PSFE Policy 2.4.1:</b> Final subdivision and site plan approvals for residential development shall be conditioned upon the availability of adequate school capacity as per the adopted level of service standards (LOS) of this element and as required by Section 163.3180(13) F.S.</p>	<p>The School Board will review any proposed projects for concurrency determination during the subdivision review process.</p>
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**DEVELOPMENT REVIEW COMMITTEE**

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the Future Land Use Map Amendment for Hunter Engineering, LLC with specific regard to the codes and ordinances of the Town of Dundee and have given their approval.

DRC Team:

- TOD Fire Chief- Chief Joseph Carbon
- TOD Public Works Director-Johnathan Vice
- TOD Utilities Director-Tracy Mercer
- TOD Utilities Supervisor- Raymond Morales
- TOD Development Director-Lorraine Peterson
- TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC
- TOD Consulting Attorney- The Law Offices of Markeishia L. Smith, P.A.

**MOTION OPTIONS:**

1. I move **approval of Ordinance 26-05 at 2<sup>nd</sup> reading/adoption**, a request by the Town of Dundee to amend the Future Land Use Map for property located in the Town of Dundee from Commercial Industrial Corridor to Medium Density Residential (MDR) on approximately 1.57 +/- acres. The subject property is located east of Highway 27, north of Dundee Road, and on the north side of Citrus Avenue, in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 27-28-29-848000-000060.
  
2. I move **approval with changes of Ordinance 26-05 at 2<sup>nd</sup> reading/adoption**, a request by the Town of Dundee to amend the Future Land Use Map for property located in the Town of Dundee from Commercial Industrial Corridor to Medium Density Residential

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(MDR) on approximately 1.57 +/- acres. The subject property is located east of Highway 27, north of Dundee Road, and on the north side of Citrus Avenue, in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 27-28-29-848000-000060.

3. I move **denial of Ordinance 26-05 at reading/adoption**, a request by the Town of Dundee to amend the Future Land Use Map for property located in the Town of Dundee from Commercial Industrial Corridor to Medium Density Residential (MDR) on approximately 1.57 +/- acres. The subject property is located east of Highway 27, north of Dundee Road, and on the north side of Citrus Avenue, in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 27-28-29-848000-000060.

Attachments: Legal Descriptions

Location Map

Aerial Map

Existing Future Land Use Map

Proposed Future Land Use Map

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706 Citrus Avenue-Town Initiated  
Future Land Use Map Amendment

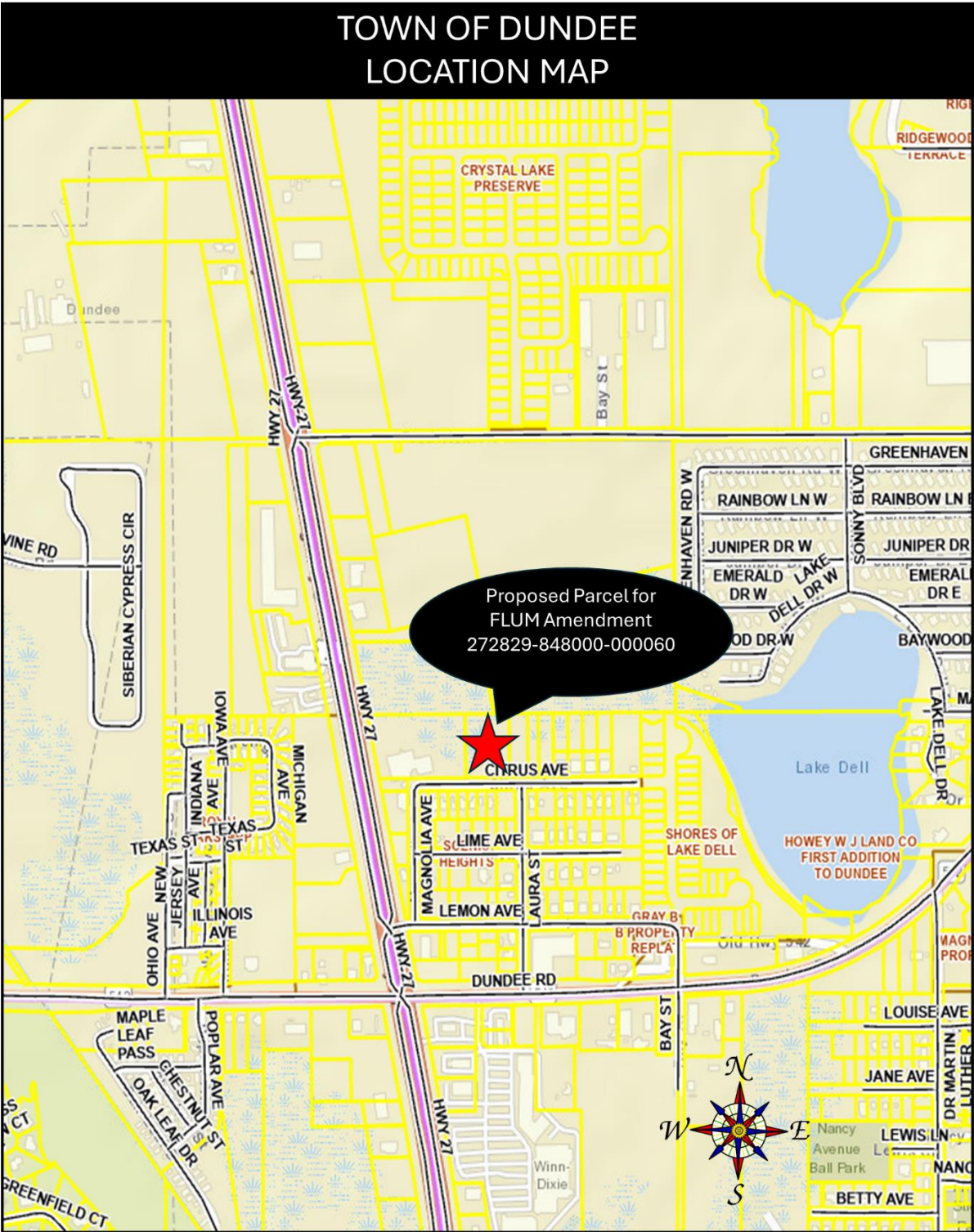
GARRISON PROPERTY  
LEGAL DESCRIPTION  
706 CITRUS AVENUE

**PER OR BK 12649, PAGE 1413**

THE WEST ½ OF LOT 6 AND ALL OF LOT 7, SCENIC HEIGHTS ACCORDING TO THE MAP OR PLAT THEREOF,  
AS RECORDED IN PLAT BOOK 22, PAGES 21, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Legal Description

# Town of Dundee Town Commission Staff Report 706 Citrus Avenue-Town Initiated Future Land Use Map Amendment



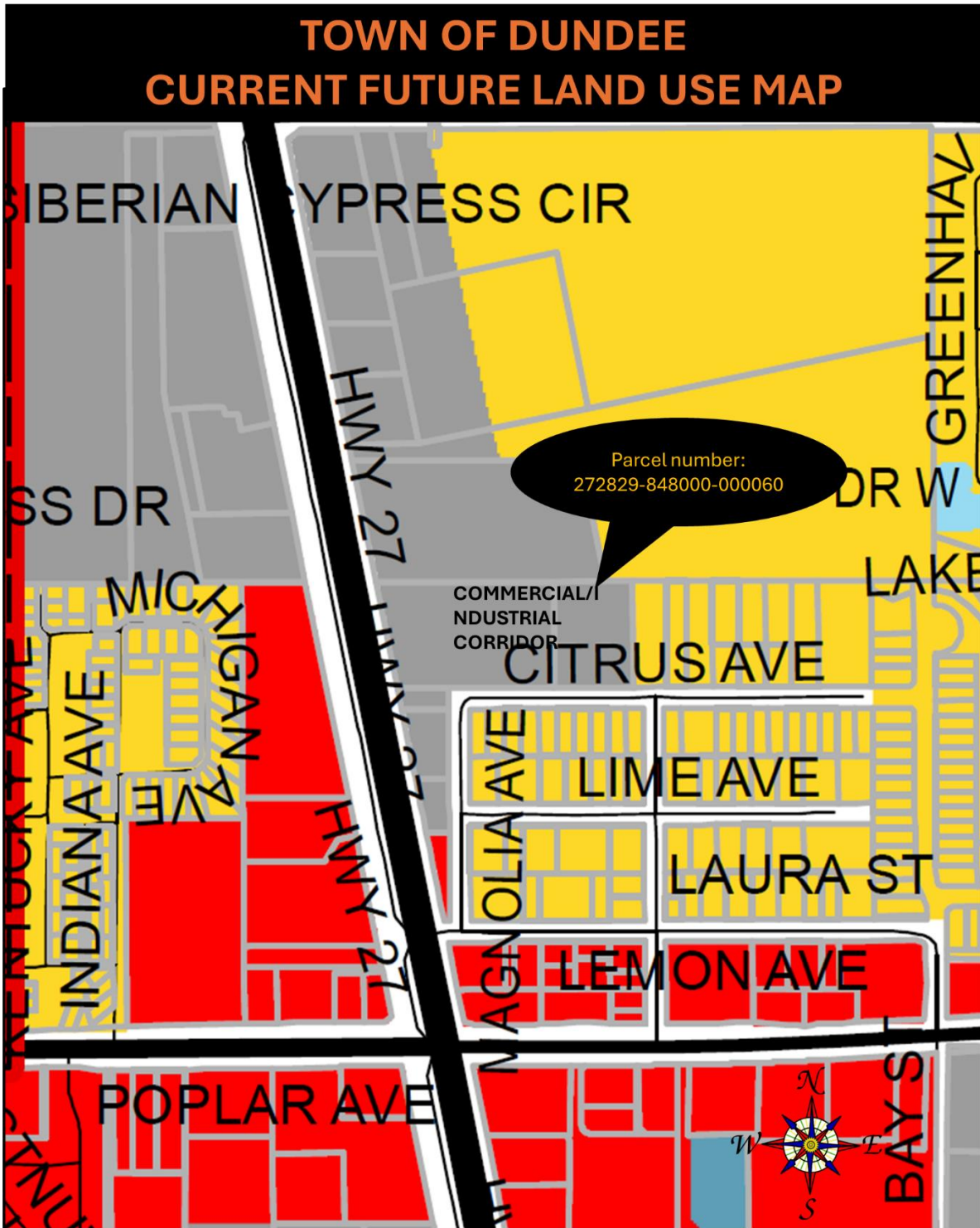
Location Map

Town of Dundee  
Town Commission Staff Report  
706 Citrus Avenue-Town Initiated  
Future Land Use Map Amendment



Aerial Map Context

Town of Dundee  
Town Commission Staff Report  
706 Citrus Avenue-Town Initiated  
Future Land Use Map Amendment



Existing FLUM Map





## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	May 05, 2026	<b>Submitted By:</b> Lorraine Peterson- Planning & Zoning Department	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, RESOLUTION 26-12 RIDGEWOOD AVENUE VARIANCE FOR PARKING		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	I move <b>approval of Resolution 26-12</b> a parking variance request by John Bannon of Wood & Associates Engineering, LLC to obtain a variance to the required fifty (50) standard parking spaces at 0.4 for every 1,100 square foot floor area (SFGFA) of 126,158 square feet of buildings to twelve (12) standard parking spaces, two (2) accessible (ADA) spaces, fifty (50) boat accessible spaces, and pull up lanes for storage units for a mini-warehouse/self-storage center on approximately 8.26+/- acres zoned Industrial (IL) located at 205 Ridgewood Avenue and 0 Center Street.		
<b>SUMMARY and/or JUSTIFICATION:</b>	This is an applicant-initiated request by Mr. John Bannon of Wood & Associates Engineering, LLC for a variance to the required fifty (50) standard parking spaces at 0.4 for every 1,100 square foot floor area (SFGFA), according of 126,158 square feet of buildings to twelve (12) standard parking spaces, two (2) accessible (ADA) spaces, fifty (50) boat accessible spaces, and pull up lanes for storage units for a mini-warehouse/storage center on approximately 8.26+/- acres zoned Industrial (IL) located at 205 Ridgewood Avenue and 0 Center Street.		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>
	<b>STAFF REPORT: Attached</b>	X	<b>PROCLAMATION:</b>
	<b>EXHIBIT(S): Attached</b>	X	<b>OTHER:</b>
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Staff Report Resolution 26-12		
<b>SELECT, if applicable</b>	<b>RESOLUTION: 26-12</b>		<b>ORDINANCE:</b>

<p><b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b>  <i>(If Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i></p>	<p>A RESOLUTION OF THE TOWN OF DUNDEE TOWN COMMISSION, GRANTING A VARIANCE TO THE REQUIRED OFFSTREET PARKING FOR RIDGEWOOD AVENUE MINI-WAREHOUSE FACILITY. PER SECTION 3.03.02-OFFSTREET PARKING, WAREHOUSING AND DISTRIBUTION CENTERS ARE REQUIRED TO HAVE 0.4 PARKING SPACES FOR EVERY 1,000 SQUARE FEET GROSS FLOOR AREA, FOR 126,158 SQUARE FEET THE REQUIREMENT WOULD BE FIFTY STANDARDS PARKING SPACE, TWO ACCESSIBLE (ADA) PARKING SPACES, AND FIVE BICYCLE SPACES. THE PROPOSED PARKING SPACES ARE AS FOLLOWS: TWELVE STANDARD PARKING SPACES, TWO ACCESSIBLE (ADA) PARKING SPACES, FIFTY BOAT ACCESSIBLE PARKING SPACES, AND PULL UP PARKING. THE PROPOSED MINI-WAREHOUSE IS LOCATED AT 205 RIDGEWOOD AVENUE (PARCELS: 272821-832000-002071 AND 272821-832000-001000); MAKING FINDINGS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.</p>	
<p><b>FISCAL IMPACT</b> <i>(if any):</i></p>	<p>This Ordinance will not produce any fiscal impacts to the Town.</p>	<p>\$0.00</p>

Item 6.



**RESOLUTION NO. 26-12**

**A RESOLUTION OF THE TOWN OF DUNDEE TOWN COMMISSION, GRANTING A VARIANCE TO THE REQUIRED OFFSTREET PARKING FOR THE RIDGEWOOD AVENUE MINI-WAREHOUSE FACILITY. PER SECTION 3.03.02- OFFSTREET PARKING, WAREHOUSING AND DISTRIBUTION CENTERS ARE REQUIRED TO HAVE 0.4 PARKING SPACES FOR EVERY 1,000 SQUARE FEET GROSS FLOOR AREA, FOR 126,158 SQUARE FEET THE REQUIREMENT WOULD BE FIFTY STANDARDS PARKING SPACE, TWO ACCESSIBLE (ADA) PARKING SPACES, AND FIVE BICYCLE SPACES. THE PROPOSED PARKING SPACES ARE AS FOLLOWS: TWELVE STANDARD PARKING SPACES, TWO ACCESSIBLE (ADA) PARKING SPACES, FIFTY BOAT ACCESSIBLE PARKING SPACES, AND PULL UP PARKING. THE PROPOSED MINI-WAREHOUSE IS LOCATED AT 205 RIDGEWOOD AVENUE (PARCELS: 272821-832000-002071 AND 272821-832000-001000); MAKING FINDINGS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Development Special Magistrate may approve a variance to the minimum area of a lot, lot width, front yard setback, side yard setback, rear yard setback, and/or height of a building, where, by reason of exceptional shape, size, or topography of the subject lot, or other exceptional situation(s) or condition(s) of

the building or land, practical difficulty or an unnecessary hardship would result to the owner(s) of said property from a strict enforcement of these regulations; and

**WHEREAS**, the Town Commission held a public hearing to review the requested variance on May 5th, 2026; and

**WHEREAS**, based on the evidence, testimony, exhibits, comments of the Town of Dundee Planning and Zoning Department, comments of public officials and agencies, and comments from all interested parties, the Town Commission finds as follows:

1. That the hearing before the Town Commission was extensive and complete, that all pertinent facts, matters, and issues were submitted and that all interested parties were heard at said hearing.
2. That special conditions and circumstances exist which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the same land use classification.
3. That the special conditions and circumstances do not result from the actions of the applicant.
4. That the requested variance(s), if approved, will not confer on the applicant any special privilege that is denied by the provisions of this code to other lands or structures in the same land use classification.
5. That literal interpretation of the provisions of this code would deprive the applicant of rights commonly enjoyed by other properties in the identical land use classification and will constitute an unnecessary and undue hardship on the applicant.
6. That the variance(s) granted is/are the minimum variance(s) that will make possible a reasonable use of the land or structure.
7. That the granting of the variance(s) will be in harmony with the general intent of this code, and that such variance(s) will not be injurious to the area involved or otherwise detrimental to the public welfare.

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Commission of the Town of Dundee that the following variances as explained in Exhibits “A” and “B” is hereby granted for the property located at 205 Ridgewood Avenue as shown in Exhibit “C” for the modification of the parking requirements.

**Town of Dundee, Florida**  
**Resolution 26-12, Parking Variance**  
**Ridgewood Avenue Mini-Warehouse Facility**

Item 6.

1. A variance to the required fifty (50) standard parking spaces at 0.4 for every 1,100 square foot floor area (SFGFA) of 126,158 square feet of buildings to twelve (12) standard parking spaces, two (2) accessible (ADA) spaces, fifty (50) boat accessible spaces, and pull up lane parking for storage units.

**READ, PASSED AND ADOPTED** at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 5<sup>th</sup> day of May 2026

**TOWN OF DUNDEE, FLORIDA**

\_\_\_\_\_  
Joseph Garrison, Mayor

ATTEST WITH SEAL:

\_\_\_\_\_  
Erica Anderson, Town Clerk

Approved as to form:

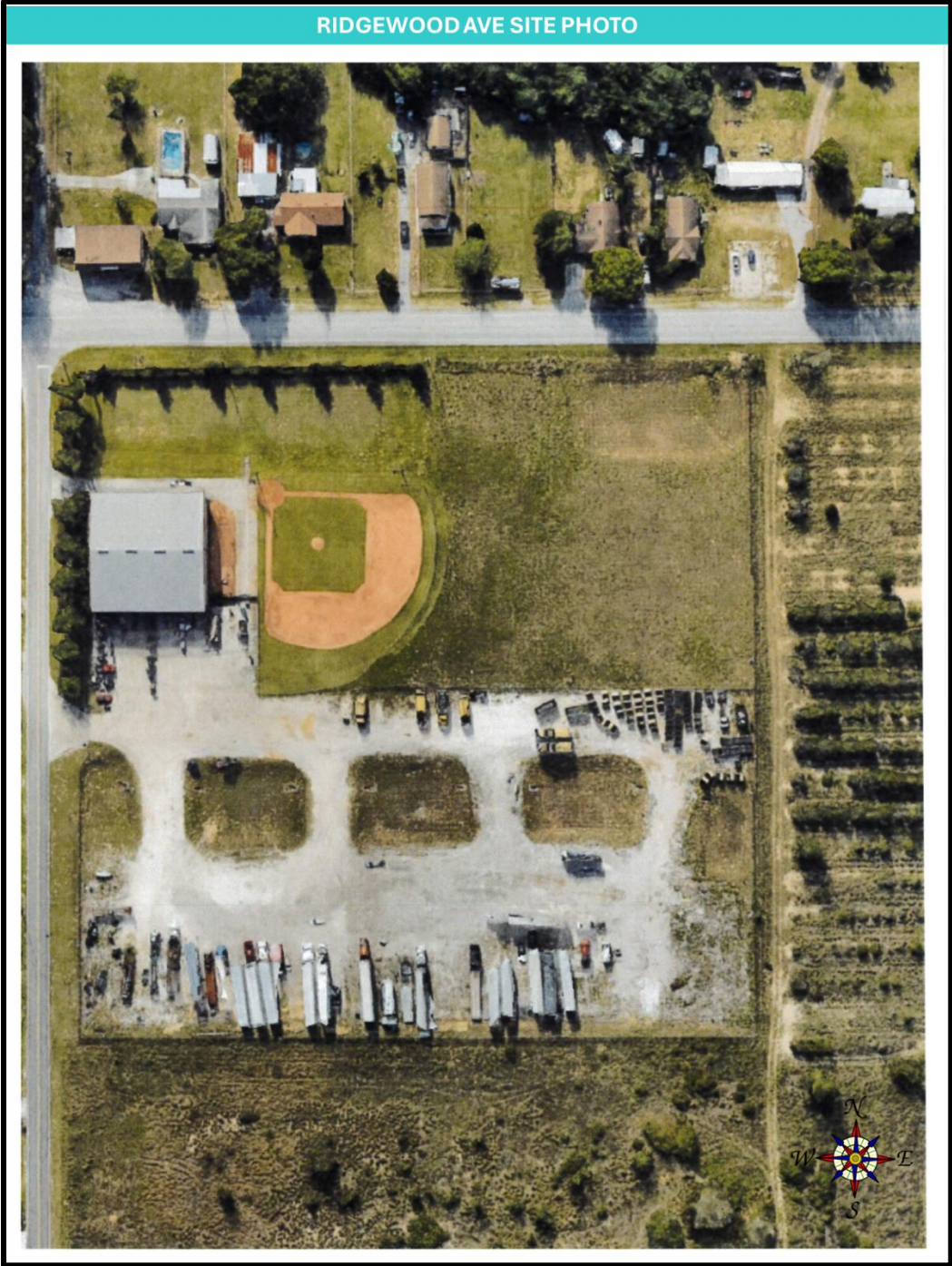
\_\_\_\_\_  
Markeshia L. Smith, Town Attorney

**RESOLUTION 26-12**  
**Exhibit "A"**  
**FINDINGS OF FACT**  
**Page 1 of 1**

**FINDINGS OF FACT:**

1. John Bannon with Quiddity Engineering, LLC (hereinafter referred to as the 'Applicant') has requested a variance to the required fifty (50) standard parking spaces for 126,158 square feet of buildings for a Mini-Warehouse Storage Facility. The applicant is proposing twelve (12) standard parking spaces, two (2) accessible (ADA) parking spaces, fifty (50) boat accessible parking spaces, and pull up lane parking for storage units.
2. Crow Investments LLC is the current owner of said property (parcel ID's 272821-832000-001000 and 272821-832000-002071).
3. The parcels are located at the northeast intersection of Center Street and Ridgewood Avenue.
4. The property has a Future Land Use Map designation of Commercial/Industrial Corridor.
5. The property is located within the Moderate-Density Single Family Residential (RSF-3) zoning district.
6. Table 3.03.02 requires 0.4 standard parking spaces for every 1,000 Square Feet Gross Floor Area (SFGFA), which for 126,158 square feet of buildings is fifty (50) standard required parking spaces, two (2) accessible (ADA) spaces, and five (5) bicycle spaces.

**RESOLUTION 26-12**  
**Exhibit "B"**  
**Photographs and Site Plan**  
**Page 1 of 1**



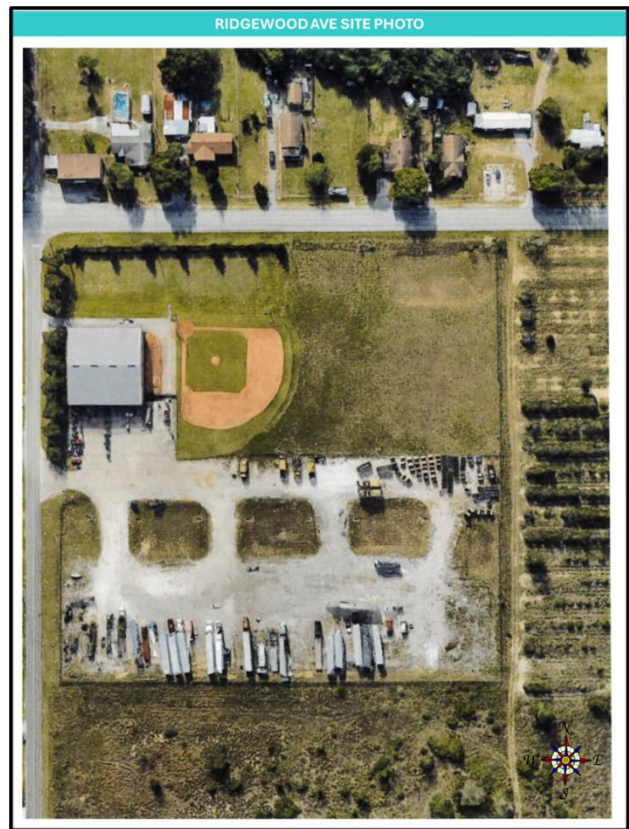




## TOWN OF DUNDEE RIDGEWOOD AVENUE MINI-WAREHOUSE FACILITY PARKING VARIANCE REQUEST STAFF REPORT

<b>Planning and Zoning Date:</b> N/A	<b>Project Type:</b> Variance (Parking)
<b>Town Commission Date:</b> May 5, 2026	<b>Project Name:</b> Ridgewood Ave. Property
<b>Applicant:</b> Wood & Associates Engineering, LLC	<b>Project Planner:</b> Lorraine Peterson, Development Director

<b>Request:</b>	<b>Variance:</b> Mini-Warehouse/ Self Storage Center Parking Deferral
<b>Location:</b>	Located on the east side of Center Street, north side of Ridgewood Avenue, east of Crystal Lake, west of 8 <sup>th</sup> Street N., Town of Dundee, in Section 21, Township 28, Range 27.
<b>Property Owner:</b>	Crow Investments, LLC
<b>Parcel Size/Number:</b>	8.26 +/- acres 272821-832000-001000 & 272821-832000-002071
<b>Future Land Use and Zoning:</b>	FLUM-Commercial/ Industrial Corridor      Zoning- Industrial (IL)
<b>DRC/Staff Recommendation:</b>	DRC Team Recommends Approval
<b>Planning &amp; Zoning Vote:</b>	N/A
<b>Town Commission Vote:</b>	Pending



**Property Information:**

The site proposed is situated on 8.26 +/- acres and located at 205 Ridgewood Avenue and 0 Center Street in Dundee, FL, further described as parcels 272821-832000-001000 and 272821-832000-002071, in Section 21, Township 28, Range 27. The proposed site has an existing Future Land Use (FLU) designation of commercial/industrial corridor and the Zoning classification of industrial (IL).

**REQUEST:**

This is an applicant-initiated request by Mr. John Bannon of Wood & Associates Engineering, LLC for a variance to the required fifty (50) standard parking spaces at 0.4 for every 1,100 square foot floor area (SFGFA), according of 126,158 square feet of buildings to twelve (12) standard parking spaces, two (2) accessible (ADA) spaces, fifty (50) boat accessible spaces, and pull up lanes for storage units for a mini-warehouse/storage center on approximately 8.26+/- acres zoned Industrial (IL) located at 205 Ridgewood Avenue and 0 Center Street.

**PROJECT INFORMATION:**

The proposed use for the site shall be for a mini warehouse self-storage facility. Hours of Operation shall be from 8 AM to 5 PM. There shall be approximately 5 to 10 number of employees. Storage facility renters shall have 24-hour access to their units via access codes and pin pads at the entrance to the facility. The site will be secured with security fencing and video monitoring. There will be an estimated 10 metal mini-storage buildings, however, the number of storage units within the buildings is preliminary and may vary based on market demand for certain unit sizes, climate control, etc. We estimate approximately 600 to 700 storage units at site buildout. Also, there is currently one steel frame building that has four bays that are being used for mechanical shops.

**Land Development Code:**

The relevant sections of the Land Development Code that are applicable to the project request:

- Article 9 – Definitions-Variance
- Section 7.06.00- Criteria for granting a variance
- Section 7.02.08- Integration of other review procedures
- Section 3.03.00 (F)- Parking deferral

**Land Development Code Sections:**

- **ARTICLE 9 Variance:** A variance is a relaxation of the terms of this zoning ordinance where said variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the petitioner or

applicant, a literal enforcement of the requirements of this ordinance would result in unnecessary and undue hardship on the landowner. A variance is authorized only for height, area, and size of structure or size of yards in open spaces. Establishment or expansion of a use otherwise prohibited or not permitted shall not be allowed by variance; nor shall a variance be granted because of the presence of nonconformities in the zoning classification or district or adjoining zoning classifications or districts.

- **SECTION 7.06.00 -Criteria for granting a variance**

The granting of a variance shall be based on a determination by the development special magistrate that the request will not be contrary to the public interest and the intent of this code, and that strict enforcement of the regulation in question would create an undue and unnecessary hardship for the applicant. Considerations of health, convenience or economics shall not be considered as justification for a variance. Approval of a variance shall be based solely on the following criteria, all of which must be fully satisfied:

1. Special conditions and circumstances exist which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the same land use classification.
2. The special conditions and circumstances do not result from the actions of the applicant.
3. The requested variance, if approved, will not confer on the applicant any special privilege that is denied by the provisions of this code to other lands or structures in the same land use classification.
4. Literal interpretation of the provisions of this code would deprive the applicant of rights commonly enjoyed by other properties in the identical land use classification and will constitute an unnecessary and undue hardship on the applicant.
5. That the variance granted is the minimum variance that will make possible a reasonable use of the land or structure.
6. That the granting of the variance will be in harmony with the general intent of this code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

For each variance granted, the development special magistrate shall approve and sign a written order listing the above criteria and attesting that each has been satisfied.

- **SECTION 7.02.08-Intergration of other review procedures**

Any development involving the following provisions of this code shall be coordinated as set forth below:

(A) *Development built in phases.* Development built in phases or stages must clearly show the various phases or stages of the proposed development on the site development plan and on all subsequent site development plans. Any amenity or stormwater management system proposed in any future phase shall be constructed in the first phase of development. A site development plan must be submitted for each successive phase of the development.

As part of the application for site development plan approval, the developer shall submit a proposed schedule for completion of such improvements. Once a schedule has been approved and made part of the site development plan requirements by the development director, no land may be used and no building may be occupied except in accordance with the schedule approved as part of the site plan. If no schedule has been approved, no more than two years shall elapse between the filing of successive site development plans.

(B) *Variance or waiver.* Those developments requiring a variance or a waiver from any applicable regulation of this code in conjunction with site development plan review shall have the appropriate request acted upon by the development special magistrate or the town commission. This shall include existing development sites, proposed for expansion or reconfiguration, which are nonconforming to any requirement of this code. The site development plan may be reviewed concurrently with review and action on the variance or waiver request, but the site development plan shall not be approved until the variance or waiver has been approved.

(C) *Special exceptions.* For developments requiring a special exception approval, a request for such approval shall be submitted to the planning and zoning board and the town commission, and the special exception shall be approved prior to final approval of the site development plan. A site development plan and a special exception request may be processed concurrently.

• **SECTION 3.03.00 (F)-Parking Deferral**

1. To avoid requiring more parking spaces than actually needed to serve a development, the town commission may waive the provision of some portion of the offstreet parking spaces required by this section if the conditions and requirements of this section are satisfied.

2. As a condition precedent to obtaining such a waiver by the town commission, the developer must show any one or more of the following:

a. A parking study prepared by a qualified professional indicates that there is not a present need for the deferred parking.

Town of Dundee, Florida  
Resolution 26-12, Parking Variance  
Ridgewood Avenue Mini-Warehouse Facility

b. The developer has established or will establish an alternative means of access to the use that will justify deferring the number of parking spaces sought to be deferred. Alternative programs that may be considered by the town commission include, but are not limited to:

- (1) Private and public carpools and vanpools.
- (2) Charging for parking.
- (3) Subscription bus services.
- (4) Flexible work-hour scheduling.
- (5) Ride sharing.
- (6) Establishment of a transportation coordinator position to implement carpool, vanpool, and transit programs.

c. The percentage of parking spaces sought to be deferred corresponds to the percentage of residents, employees, and customers who regularly walk, use bicycles and other nonmotorized forms of transportation, or use mass transportation to come to the facility.

3. If the developer satisfies one or more of the criteria in (2), the town commission may approve a deferred parking plan submitted by the developer. The number of parking spaces deferred shall correspond to the estimated number of parking spaces that will not be needed because of the condition or conditions established.

4. A deferred parking plan shall:

a. Be designed to contain sufficient space to meet the full parking requirements of this section, shall illustrate the layout for the full number of parking spaces, and shall designate which are to be deferred.

b. Locate deferred spaces outside areas required for landscaping, buffer zones, setbacks, or areas that would otherwise be unsuitable for parking spaces because of the physical characteristics of the land or other requirements of this code.

c. Include a landscaping plan for the deferred parking area.

d. Include a written agreement with the town that, one year from the date of issuance of the certificate of occupancy, the deferred spaces will be converted to parking spaces that conform to this code at the developer's expense should the town commission determine from experience that the additional parking spaces are needed.

Town of Dundee, Florida  
 Resolution 26-12, Parking Variance  
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e. Include a written agreement that the developer will cover the expense of a traffic study to be undertaken or commissioned by the town to determine the advisability of providing the full parking requirement.

5. At any time after one year from the date of issuance of a certificate of occupancy for the development, the town commission shall have the authority to require that the deferred spaces be converted to operable parking spaces by the developer.

6. The developer may at any time request that the town commission approve a revised development plan to allow converting the deferred spaces to operable parking spaces.

### **MOTION OPTIONS:**

1. I move **approval of Resolution 26-12 a parking variance request** by John Bannon of Wood & Associates Engineering, LLC to obtain a variance to the required fifty (50) standard parking spaces at 0.4 for every 1,100 square foot floor area (SFGFA) of 126,158 square feet of buildings to twelve (12) standard parking spaces, two (2) accessible (ADA) spaces, fifty (50) boat accessible spaces, and pull up lanes for storage units for a mini-warehouse/self-storage center on approximately 8.26+/- acres zoned Industrial (IL) located at 205 Ridgewood Avenue and 0 Center Street.

2. I move **approval of Resolution 24-09 a Special Exception request with changes** by John Bannon of Wood & Associates Engineering, LLC to obtain a variance to the required fifty (50) standard parking spaces at 0.4 for every 1,100 square foot floor area (SFGFA) of 126,158 square feet of buildings to twelve (12) standard parking spaces, two (2) accessible (ADA) spaces, fifty (50) boat accessible spaces, and pull up lanes for storage units a for a mini-warehouse/storage center on approximately 8.26+/- acres zoned Industrial (IL) located at 205 Ridgewood Avenue and 0 Center Street.

3. I move **denial of Resolution 24-09 a Special Exception request** by John Bannon of Wood & Associates Engineering, LLC to obtain a variance to the required fifty (50) standard parking spaces at 0.4 for every 1,100 square foot floor area (SFGFA) of 126,158 square feet of buildings to twelve (12) standard parking spaces, two (2) accessible (ADA) spaces, fifty (50) boat accessible spaces, and pull up lanes for storage units for a mini-warehouse/storage center on approximately 8.26+/- acres zoned Industrial (IL) located at 205 Ridgewood Avenue and 0 Center Street.

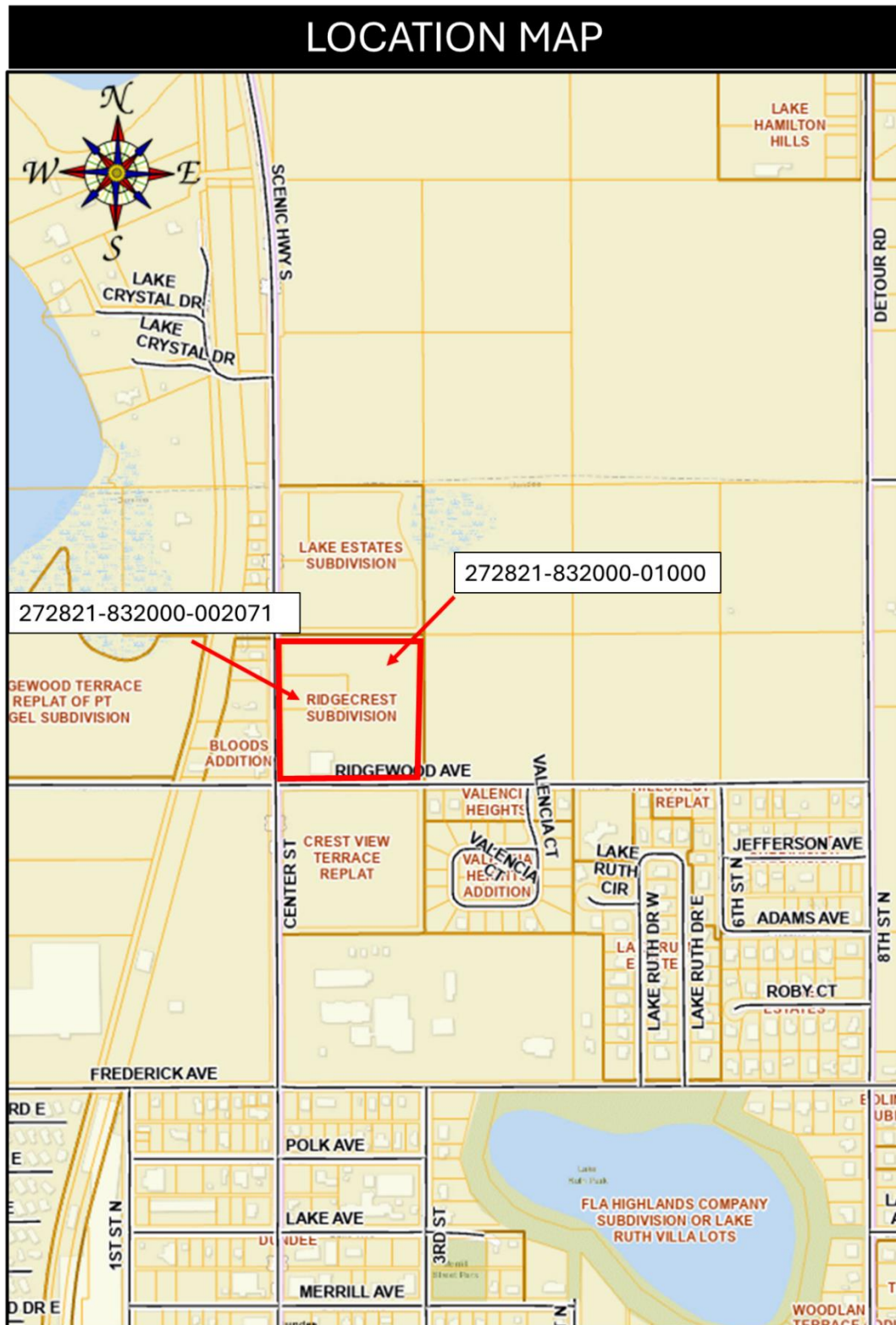
4. I move **continuation of Resolution 24-09 until a certain date.**

Town of Dundee, Florida  
Resolution 26-12, Parking Variance  
Ridgewood Avenue Mini-Warehouse Facility

**EXHIBITS:**

- Exhibit 1      Location Map
- Exhibit 2      Aerial Close Up
- Exhibit 3      Applicant's Site Plan Map

Exhibit 1



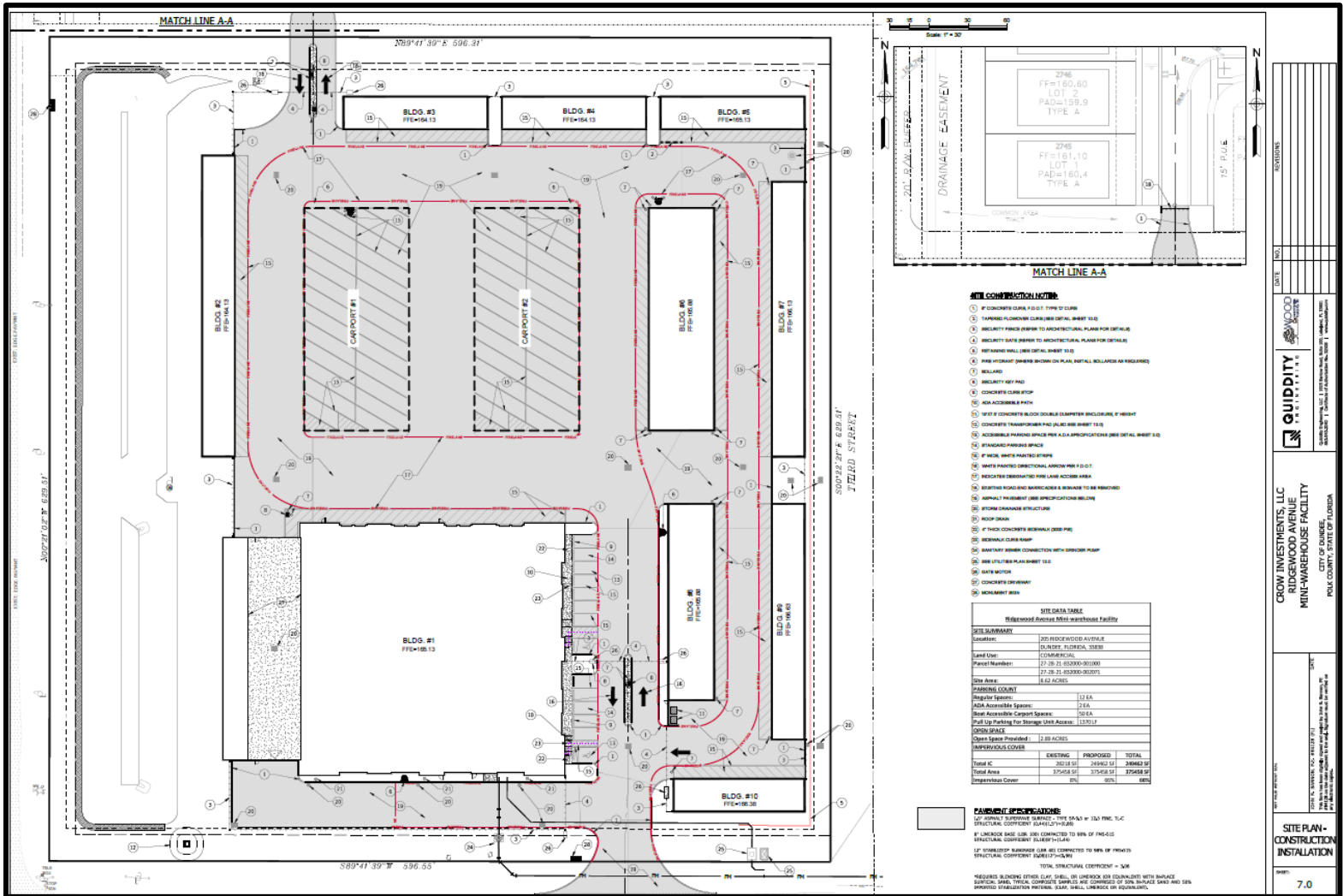
LOCATION MAP

Exhibit 2



AERIAL MAP CLOSE UP

Exhibit 3



SITE PLAN

<b>SITE DATA TABLE</b>			
<b>Ridgewood Avenue Mini-warehouse Facility</b>			
<b>SITE SUMMARY</b>			
<b>Location:</b>	205 RIDGEWOOD AVENUE		
	DUNDEE, FLORIDA, 33838		
<b>Land Use:</b>	COMMERCIAL		
<b>Parcel Number:</b>	27-28-21-832000-001000		
	27-28-21-832000-002071		
<b>Site Area:</b>	8.62 ACRES		
<b>PARKING COUNT</b>			
<b>Regular Spaces:</b>		12 EA	
<b>ADA Accessible Spaces:</b>		2 EA	
<b>Boat Accessible Carport Spaces:</b>		50 EA	
<b>Pull Up Parking For Storage Unit Access:</b>		1370 LF	
<b>OPEN SPACE</b>			
<b>Open Space Provided :</b>	2.89 ACRES		
<b>IMPERVIOUS COVER</b>			
	<b>EXISTING</b>	<b>PROPOSED</b>	<b>TOTAL</b>
<b>Total IC</b>	28218 SF	249462 SF	<b>249462 SF</b>
<b>Total Area</b>	375458 SF	375458 SF	<b>375458 SF</b>
<b>Impervious Cover</b>	8%	66%	<b>66%</b>

Town of Dundee, Florida  
Resolution 26-12, Parking Variance  
Ridgewood Avenue Mini-Warehouse Facility

**CONDITIONS OF USE**

A Special Exception was approved via Resolution No. 24-09 to allow for the mini warehouse facility. Hours of Operation shall be from 8 AM to 5 PM. There shall be approximately 5 to 10 number of employees. As is typical, storage facility renters shall have 24-hour access to their units via access codes and pin pads at the entrance to the facility. The site will be secured with security fencing and video monitored.

**PROPERTY AREA**

Total Land Area: 8.26 ac+/-; 8.62 +/- acres after ROW vacation (North 1/2 Hillcrest to be vacated)

Impervious Area: 6.62 +/- acres

Pervious Area: 2.0 +/- acres

Existing Structures: 1 steel frame building to be demolished

Proposed Structures: 10 Buildings consisting of approximately 1100+/- units

<b><u>Proposed Structure</u></b>	<b><u>Proposed Building Square Footage</u></b>	<b><u>Proposed Number of Units</u></b>
Building 1 - Three Story	126,158 SF	950
Building 2 - Single Story	5,500 SF	23
Building 3 - Single Story	2,750 SF	11
Building 4 - Single Story	2,750 SF	11
Building 5 - Single Story	2,750 SF	11
Building 6 - Single Story	8,500 SF	30
Building 7 - Single Story	5,250 SF	15
Building 8 - Single Story	5,250 SF	21
Building 9 - Single Story	4,500 SF	18
Building 10 - Single Story	2,500 SF	10
<b>Total Number of Units</b>		<b>1100 +/-</b>

# SITE INFORMATION



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	May 5, 2026	<b>Submitted By: Tracy Mercer, Public Utilities/Special Projects Director</b>	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, CDM SMITH, INC. AGREEMENT TO PRODUCE THE 2025 PUBLIC SUPPLY ANNUAL REPORT FOR WATER USE PERMIT.		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	Motion to approve the agreement with CDM Smith, Inc. for completion of Public Supply Annual Report required by SWFWMD, pending approval from town's legal counsel.		
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>The Town is seeking to enter into a service agreement with CDM Smith for specialized support needed to maintain and enhance the Town's water operations.</p> <p>CDM Smith has demonstrated the relevant experience over the past year, and as well as the capacity required to provide these services in a timely and cost-effective way. Approval of this agreement will ensure continuity of critical operations, improve service delivery to residents, and support the Town's ongoing commitment to operational efficiency and fiscal stewardship.</p> <p>Approval of the agreement will ensure that the Town effectively meets the requirement of Water Permit 5893.014 Special Conditions 12 annually.</p>		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>
	<b>EXHIBIT(S):</b>		<b>OTHER:</b> X
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Agreement with CDM Smith, Inc. to include two Task Orders.		
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>		<b>ORDINANCE:</b>
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>			
<b>FISCAL IMPACT (if any):</b>			

## AGREEMENT BETWEEN OWNER AND ENGINEER

THIS IS AN AGREEMENT made effective on April 10th, 2026 between Town of Dundee ("OWNER") and CDM Smith Inc. ("ENGINEER").

OWNER's Project is generally identified as follows: 2025 PSAR (the "Project").

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below.

### 1. SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

### 2. TIMES FOR RENDERING SERVICES

- 2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.3 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.4 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

### 3. OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.

- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Be responsible for all requirements and instructions that it furnishes to ENGINEER, and for the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

#### **4. PAYMENTS TO ENGINEER FOR SERVICES**

##### **4.1 Methods of Payment for Services of ENGINEER.**

- 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit . If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.
- 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.
- 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- 4.1.4 OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

## 5. GENERAL CONDITIONS

### 5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

### 5.2 Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

### 5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### 5.4 Reliance on Owner Provided Information

ENGINEER may use and rely on such requirements, programs, instructions, reports, data, and information provided by the OWNER in performing or furnishing services under this Agreement. ENGINEER's scope of work does not include verifying OWNER Provided Information for accuracy or completeness. OWNER may request an independent review of OWNER Provided Information by ENGINEER pursuant to a mutually agreed amendment to this Agreement. ENGINEER shall be entitled to an adjustment in price and schedule to the extent that any corrective action in ENGINEER's Services arises out of inaccurate OWNER Provided Information.

In the case where the ENGINEER's scope includes taking a preliminary or conceptual design that was prepared by another consultant for the OWNER and further developing that design to the level where it is appropriate to be issued for construction or bidding, ENGINEER shall not be responsible for latent errors or mistakes that are incorporated in that preliminary or conceptual design. Except where ENGINEER's scope explicitly includes a duty to validate or verify the preliminary or conceptual design or the underlying data and calculations, and then except only to the extent of the duty expressed in the scope, ENGINEER shall be entitled to rely on the preliminary or conceptual design as it appears in the documents provided by OWNER.

### 5.5 Compliance with Laws and Regulations, and Policies and Procedures

5.5.1 Engineer and Owner shall comply with applicable Laws and Regulations.

- 5.5.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- 5.5.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- 5.5.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- 5.5.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- 5.5.6 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- 5.5.7 Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 5.5.8 Engineer's services do not include providing legal advice or representation.
- 5.5.9 Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- 5.5.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

## 5.6 Termination

The obligation to provide further services under this Agreement may be terminated:

- 5.6.1 The obligation to provide further services under this Agreement may be terminated for cause:

- A. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - B. by Engineer:
    - a) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - b) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
    - c) Engineer shall have no liability to Owner on account of such termination.
  - C. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 5.6.2 The obligation to provide further services under this Agreement may be terminated for convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- 5.6.3 Effective Date of Termination: The terminating party under Paragraph 5.6.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- 5.6.4 Payments Upon Termination:
- A. In the event of any termination under Paragraph 5.6, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.
  - B. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.6.4.a, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

## 5.7 Use of Documents

- 5.7.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.7.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 5.7.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.7.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; and (4) such limited license to OWNER shall not create any rights in third parties.
- 5.7.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

## 5.8 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the State of Florida.

## 5.9 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement

however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

#### 5.10 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

#### 5.11 Successors and Assigns

5.11.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.11.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.11.3 Unless expressly provided otherwise in this Agreement:

- A. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- B. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

#### 5.12 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

#### 5.13 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and

binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 5.14 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

#### 5.15 Environmental Site Conditions

- 5.15.1 It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- 5.15.2 If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.
- 5.15.3 OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

#### 5.16 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

#### 5.17 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

#### 5.18 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

#### 5.19 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

#### 5.20 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### 5.21 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

#### 5.22 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

### 5.23 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

### 5.24 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

### 5.25 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

## 6. DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

### 6.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

### 6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to: (1) the Comprehensive Environmental Response,

Compensation and Liability Act, 42 U.S.C. §§9601 et seq, (“CERCLA”); (2) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (3) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (4) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (5) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (6) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (7) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

### 6.3 Construction Cost – •

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

### 6.4 Constructor

Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

### 6.5 Contractor\*\*

The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

### 6.6 Documents

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

### 6.7 ENGINEER’s Subcontractor.

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

### 6.8 Reimbursable Expenses.

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit .

### 6.9 Resident Project Representative\*\*

The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project

Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").

6.10 Standard General Conditions\*\*

The Standard General Conditions of the Construction Contract of the Engineers Joint Contract Documents Committee.

6.11 Total Project Costs\*\*

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

6.12 Work\*\*

The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

*\*\* This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.*

## 7. EXHIBITS AND SPECIAL PROVISIONS

7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A - Engineer's Services

Signature page follows.

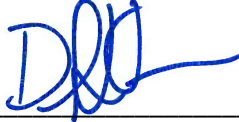
This Agreement and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

**OWNER:**

**ENGINEER:**

\_\_\_\_\_

  
\_\_\_\_\_

Name: Tracy Mercer

Name: David L. Orr

Title: Utilities Director

Title: Associate and Client Service Leader

Date:

Date: April 10, 2026

Address for giving notices:  
202 Main Street  
Dundee, FL 33838-1000

Address for giving notices:  
101 Southall Lane, Suite 200  
Maitland, FL 32751



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	May 5, 2026	<b>Submitted By: Tracy Mercer, Public Utilities/Special Projects Director</b>	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, LAKE HAMILTON MUTUAL TERMINATION AGREEMENT FOR SEWER SERVICES		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	Motion to approve the agreement to terminate sewer services with the Town of Lake Hamilton		
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>The Town of Lake Hamilton has requested to terminate its sewer service agreement with the Town of Dundee. Since 2017, Lake Hamilton has been pumping wastewater from the US 27 lift station at Sample Park to Dundee for treatment. Lake Hamilton has since developed its own wastewater treatment infrastructure and installed a new force main to redirect flow from the Sample Park lift station to its new facility. As a result, Lake Hamilton is requesting termination of the existing agreement with Dundee.</p>		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>	X	<b>BUDGET:</b>
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>
	<b>EXHIBIT(S):</b>		<b>OTHER:</b>
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Mutual Termination Agreement		
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>		<b>ORDINANCE:</b>
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>			
<b>FISCAL IMPACT (if any):</b>			

## **MUTUAL TERMINATION AGREEMENT**

This Mutual Termination Agreement (the “Termination Agreement”) is entered into as of April 21, 2026 (the “Effective Date”) by and between the Town of Lake Hamilton, a Florida municipal corporation (“Lake Hamilton”), and the Town of Dundee, a Florida municipal corporation (“Dundee,” and together with Lake Hamilton, the “Parties”).

### RECITALS

A. The Parties are signatories to that certain Town of Dundee – Town of Lake Hamilton Phase 1 U.S. 27 Wastewater System Improvement Project Agreement, dated July 25, 2017 (the “Original Agreement”). The Original Agreement was made and entered into on July 25, 2017, by and between the Town of Lake Hamilton and the Town of Dundee.

B. Lake Hamilton has constructed and placed into service a new sewer treatment facility, and, as a result, no longer requires Dundee’s wastewater transmission, treatment, or disposal services.

C. The Parties therefore desire to terminate the Original Agreement by mutual consent and to set forth their respective rights and obligations arising from and after such termination.

### AGREEMENT

#### 1. Definitions; Effect on Original Agreement

1.1 Capitalized terms used but not defined herein have the meanings ascribed in the Original Agreement.

1.2 This Termination Agreement is an amendment and agreement between the Parties for purposes of effectuating termination under the Original Agreement. Section 23 of the Original Agreement provides that the Agreement remains in effect for twenty (20) years, automatically extends for ten (10) year periods, and allows termination if “the parties otherwise agree to terminate the Agreement.”

#### 2. Mutual Termination; Effective Date

2.1 Mutual Termination. The Parties hereby mutually terminate the Original Agreement, together with all exhibits, amendments, and riders thereto, effective as of the Effective Date (the “Termination Date”).

2.2 Cessation of Services. As of the Termination Date, all obligations of Dundee to accept, transmit, treat, or dispose of wastewater from Lake Hamilton, and all corresponding obligations of Lake Hamilton to deliver wastewater to Dundee or to pay Dundee for such services, are terminated and of no further force or effect.

#### 3. Final Accounting; Payments

3.1 Final Billing. Dundee shall issue, and Lake Hamilton shall pay, any final charges for services rendered under the Original Agreement through 11:59 p.m. on the day immediately preceding the Termination Date, in accordance with the billing and payment timelines in the Original Agreement. Any disputed amounts shall be identified in good faith by Lake Hamilton, and the undisputed portion shall be paid timely.

3.2 Metering and Adjustments. If metering accuracy or related adjustments for the final billing period are required, the Parties shall coordinate readings, testing, and adjustments consistent with Section 10 of the Original Agreement.

3.3 Reserve Account Coordination. To the extent any funds related to the loan repayment reserve described in the Original Agreement remain subject to joint administration or reporting, the Parties shall cooperate in good faith to complete any required reconciliations, wind-down steps, notices, and record deliveries between them, solely as needed to conclude obligations arising from the Original Agreement, including the final disposition of any remaining funds, which shall be allocated in accordance with the Original Agreement or as otherwise mutually agreed in writing.

#### 4. Impact Fees; Customers; Transition

4.1 Impact Fees. No new impact fees shall accrue between the Parties on or after the Termination Date. Any impact fees collected prior to the Termination Date shall be handled in accordance with the Original Agreement's allocation provisions, with a final reconciliation to occur within thirty (30) days following the Termination Date.

4.2 Customers. As of the Termination Date, each Party shall be solely responsible for providing wastewater services within its respective system and jurisdiction, subject to applicable law. Any transitions of service to Lake Hamilton's new sewer treatment facility shall be coordinated to avoid service interruptions, to the extent practicable.

#### 5. Mutual Releases

5.1 Release by Lake Hamilton. Effective as of the Termination Date, Lake Hamilton releases Dundee and its officials, employees, and agents from any and all claims, demands, actions, causes of action, liabilities, damages, and obligations, whether known or unknown, fixed or contingent, arising out of or related to the Original Agreement and performance thereunder, from the beginning of time through the Termination Date; provided, however, that this release does not apply to (a) obligations expressly surviving termination under this Termination Agreement; or (b) Dundee's obligation to provide the final accounting and accept payment as provided in Section 3 of this Termination Agreement.

5.2 Release by Dundee. Effective as of the Termination Date, Dundee releases Lake Hamilton and its officials, employees, and agents from any and all claims, demands, actions, causes of action, liabilities, damages, and obligations, whether

known or unknown, fixed or contingent, arising out of or related to the Original Agreement and performance thereunder, from the beginning of time through the Termination Date; provided, however, that this release does not apply to (a) obligations expressly surviving termination under this Termination Agreement; or (b) Lake Hamilton's obligation to pay any undisputed final charges pursuant to Section 3 of this Termination Agreement.

6. No Admission. This Termination Agreement reflects a negotiated resolution and mutual termination. No Party admits any liability or wrongdoing of any kind.
7. Mutual Cooperation. The Parties will cooperate in good faith to execute and deliver any additional documents reasonably necessary to effectuate the intent of this Termination Agreement, including any notices to third parties and governmental or funding authorities.
8. Notices. Notices under this Termination Agreement shall be provided in accordance with the notice procedures in the Original Agreement or to such other addresses as a Party may designate by notice. Notices shall be deemed given consistent with the Original Agreement's delivery and effectiveness standards.
9. Records; Audits; Closeout. Each Party shall retain, and on reasonable request provide, copies of books and records reasonably necessary to support the final true-up, audits, or closeout activities contemplated by Sections 3 and 4 for a period of two (2) years after the Termination Date.
10. Severability. If any provision of this Termination Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force to the extent the Parties' intent can be effectuated.
11. Applicable Law; Venue. This Termination Agreement shall be governed by the laws of the State of Florida. Venue for any dispute arising hereunder shall be in the state courts of Polk County, Florida, or the United States District Court for the Middle District of Florida, Tampa Division.
12. Recordation. If required by either Party's governing body or applicable law, an executed counterpart of this Termination Agreement may be recorded in the Public Records of Polk County, Florida, at the Parties' shared expense.
13. Entire Agreement; Amendments; Authority
  - 13.1 Entire Agreement. This Termination Agreement constitutes the entire agreement between the Parties with respect to the termination of the Original Agreement and

supersedes all prior and contemporaneous negotiations and understandings regarding such termination.

13.2 Amendments. No amendment or waiver of any provision of this Termination Agreement shall be effective unless in writing and executed by both Parties, with the approvals required by each Party's governing body.

13.3 Authority. Each Party represents that this Termination Agreement has been duly authorized by all necessary governmental action and that the signatories below are authorized to execute it on the Party's behalf.

13.4 Survival. The provisions of Sections 3 (Final Accounting; Payments), 5 (Mutual Releases), 8 (Notices), 9 (Records; Audits; Closeout), 10 (Severability), 11 (Applicable Law; Venue), and this Section 13 shall survive the termination of the Original Agreement.

14. Effective Date; Transition Planning. This Termination Agreement is effective on the Termination Date set forth above. The Parties will use reasonable efforts to coordinate an orderly transition, including scheduling, cutover, and any communications reasonably necessary to avoid service disruption to end users.

15. Acknowledgment of Basis for Termination. The Parties acknowledge and agree that the mutual termination is based on Lake Hamilton's completion and operation of its new sewer treatment facility and the consequent discontinuation of need for Dundee's wastewater services for Lake Hamilton's customers.

**SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Mutual Termination Agreement as of the date first written above.

**TOWN OF LAKE HAMILTON,  
a Florida municipal corporation**

\_\_\_\_\_  
Phyllis Hall, Mayor

\_\_\_\_\_  
Brittney Sandoval, Town Administrator

(SEAL)

Approved as to form:

\_\_\_\_\_

Anthony Sabatini, Town Attorney

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

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Joe Garrison, Mayor

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Erica Anderson, Town Clerk

(SEAL)

Approved as to form:

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Markeishia L. Smith, Town Attorney



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	May 5, 2026	<b>Submitted By:</b> Joseph Carbone, Fire Chief	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, VOLUNTEER FIRE ASSISTANCE GRANT APPROVAL		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	Motion to approve the Volunteer Fire Assistance Grant		
<b>SUMMARY and/or JUSTIFICATION:</b>	The Dundee Fire Department was approved for the Volunteer Fire Assistance (VFA) Grant in the amount of \$25,781.00 for the purchase of eight (8) sets of turnout gear (coats and pants). This is a 50/50 cost-share grant, with the Fire Department and the federal program each contributing \$12,890.40. The bunker gear will be procured through a sole-source provider.		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>
	<b>EXHIBIT(S):</b>		<b>OTHER:</b> X
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	VFA Grant Approval Notice		
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>		<b>ORDINANCE:</b>
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>			
<b>FISCAL IMPACT (if any):</b>	16 pieces of turn our gear (8 coats & 8 pairs of pants)		12,890.40

FLORIDA DEPARTMENT  
OF AGRICULTURE AND  
CONSUMER SERVICES

FLORIDA FOREST SERVICE

FOREST PROTECTION BUREAU




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**VFA Grant Approval Notice**

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**PAGES:** 1 of 2

**TO:** Volunteer Fire Assistance Grant Recipient

**FROM:** Kasie Crowe, Fire Resource Manager

**PHONE:** (850) 681-5918

**FAX:** (850) 681-5901

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Attached you will find a list of approved items for purchase through the VFA Grant Program. The **"AMOUNT APPROVED"** column lists the amount that was approved to spend, the column marked **"FED COST SHARE (50%)"** is the total possible to be reimbursed. The recipient can spend up to the approved amount but will only get reimbursed for half of that amount.

Please remember to provide the complete Proof-of-Purchase package (ex. copy of check, invoice with zero balance) for approved items to be reimbursed. Invoices must be stamped paid, marked "all items received" and indicate a check number or payment type.

Send Proof-of-Purchase package with Certificate of Expenditure to our office for reimbursement:

VFA Grants - Room 290  
Florida Forest Service  
3125 Conner Boulevard  
Tallahassee, Florida 32399-1650

The Certificate of Expenditure must be signed and notarized and returned with the Proof-of-Purchase package. Copies of the Certificate of Expenditure can be found on our website at: <http://forms.freshfromflorida.com/11485.pdf>. Please remember that the sooner the proof-of-purchase package is returned, the sooner we can reimburse the 50% match.

**2026 APPROVED FEDERAL COST SHARE**

14 Polk

**Town of Dundee FD**

AMOUNT APPROVED	FED COST SHARE (50%)	NUMBER	DESCRIPTION
\$25,781	\$12,890.40	16	Turnout Gear (Coats / Pants)
<b>FIRE DEPT. TOTAL</b>	<b>\$12,890.40</b>		



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	May 5, 2026	<b>Submitted By: John Vice, Public Works Director</b>	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	RFP 26-02, COMMUNITY CENTER PARKING LOT RESURFACING PROJECT		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	A motion to approve the advertisement and release of RFP 26-02, Community Center Parking Lot Resurfacing Project.		
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>Town Staff have prepared and reviewed RFP 26-02 for the resurfacing of the Dundee Community Center. This project is being funded through a Community Development Block Grant (CDBG) through Polk County.</p> <p>In FY 2024-2025, Dundee was awarded \$30,953.00 and did not use these funds but chose to roll them over for the next year. In FY 2025/2026 Dundee was awarded \$31,615.95 bringing the total in awarded funds to \$62,568.98. RFP 26-02 has been reviewed and approved by Polk County to move forward.</p>		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>	<input type="checkbox"/>	<b>BUDGET:</b>
	<b>STAFF REPORT:</b>	<input type="checkbox"/>	<b>PROCLAMATION:</b>
	<b>EXHIBIT(S):</b>	X	<b>OTHER:</b>
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	RFP 26-02, Community Center Parking Lot Resurfacing Project FY 2025-2026, Subrecipient Agreement between Polk County and Town of Dundee		
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>	<input type="checkbox"/>	<b>ORDINANCE:</b>
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>			
<b>FISCAL IMPACT (if any):</b>			

# THE TOWN OF DUNDEE, FLORIDA



## REQUEST FOR PROPOSAL

### Community Center Parking Lot Resurfacing

#### Project RFP 26-02

**Proposal Submission(s) are due by  
May 27, 2026 by 4:00 P.M.**

#### **MAIL OR DELIVER SUBMISSION TO:**

Town of Dundee Attn: RFP 26-02.  
202 East Main Street  
PO BOX 1000  
Dundee, FL 33838

#### **Contact:**

Erica Anderson  
Town Clerk  
Town of Dundee

[Eanderson@townofdundee.com](mailto:Eanderson@townofdundee.com)  
(863) 438-8330, Ext 258

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## RFP 26-02

### FY 2025-2026 – COMMUNITY CENTER PARKING LOT RESURFACING PROJECT

**Sealed Bids marked “SEALED BID – FY 2025-2026 –COMMUNITY CENTER PARKING LOT RESURFACING PROJECT”** will be received by the Town Clerk of the Town of Dundee, Florida, until 4:00 P.M. on May 27, 2026, at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

In addition to the information, the information and specification(s) required for the Services and this **RFP 26-02** are, as follows:

Pursuant to *Section 2-159(2) of the Town of Dundee Code of Ordinances*, the Town of Dundee (the “Town”) is seeking *competitive sealed bid(s)* on and/or for FY 2025-2026 – COMMUNITY CENTER PARKING LOT RESURFACING PROJECT (the “Services”) in accordance with the requirements and specification set forth herein and as described in Exhibit “A” **which is attached to the Work Summary** incorporated herein by reference. The Town requires certain items to be included in the *Bid Submission*, as follows:

- A. The “FY 2025-2026 COMMUNITY CENTER PARKING LOT RESURFACING PROJECT”** Includes the furnishing of all labor, materials, equipment and supervision necessary for the Community Center Parking Lot Resurfacing Project. Specified below:
- B.** Contractor/ bidder will need to acknowledge the Davis Bacon and Related Acts in their Bid packages as this project is a CDBG (community development block grant) funded project. Contractor and Town Staff will be required to complete weekly documents to submit to the County for reporting there will also have to be a board installed to show notice of Davis Bacon and Related Acts posted at main entrance of the job before work can start.
- C.** All work is to be completed within 60 business days from Receipt of the Notice to proceed.
- D.** Work includes but is not limited to preparation of asphalt Parking lot including grading and removal of any foreign or deleterious materials, preparation for Parking Lot resurfacing. Work must meet specifications, restoration and fine grading of right-of-way outside of paved areas, sodding of all disturbed areas outside the Parking Lot footprint. Maintenance of Vehicular Traffic (TTC/MOT), maintenance of pedestrian traffic, erosion control and other incidental work necessary to complete the project. The Contractor will

provide Milling of the surface's where needed once all areas are prepared for paving contractor will resurface all paved areas with an overlay and include striping as shown in Exhibit A. Town staff will be responsible for relocating or replacing all parking lot signage once paving project has been completed.

- E. The Contractor(s) shall furnish all necessary TTC/MOT plans and obtain approval for the TTC/MOT plans from the Town of Dundee prior to any work.
- F. Project to be completed in accordance with the contract documents which includes, but is not limited to, Work summary, terms and conditions.
- G. If awarded, the Contract(s) will be awarded based on the lowest responsible/ responsive bid for the project. Past performance on similar contracts will be heavily weighted in determining responsibility of low bidder.
- H. The Contractor will not work on or keep any equipment on any private property without the permission (**MUST BE IN WRITING**) of the property owner involved. The Contractor during the construction period may leave their rollers and other essential equipment on adjacent streets if no private driveways are blocked and all equipment is marked with reflective barricades. The contractor shall be responsible for damage to any private property including trees, curbs, mailboxes, private yards and street signs. or rock. All heavy accumulations shall be removed by the contractor at his expense.
- I. The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- J. It shall be the contractors' responsibility to obtain a water meter construction meter for any water that may be needed on this project.
- K. All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards.
- L. Payments will be on a lump sum basis for the estimated length of street paving.

#### **M. FINAL CLEANING**

- Execute final cleaning prior to final inspection
- Clean surfaces exposed to view, remove foreign substances
- Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces
- Remove waste and surplus materials, rubbish and construction facilities from the site

EVALUATION CRITERIA	MAX POINTS
Experience and qualifications	30
Knowledge of Regulatory Requirements	20
Pricing	20
Experience	15
Value added services	15

**EVALUATION CRITERIA:**

Proposals will be evaluated based on the criteria set forth in this RFP which includes, but is not to be limited to, the following factors:

1. Experience and qualifications of the firm and assigned personnel.
2. Knowledge of regulatory requirements.
3. Cost proposal and overall value.
4. References and reputation in providing audit and examination engagement services to similar local governments.

The criteria are itemized with their respective weights for a maximum total of 100 points per Selection Committee member.

**GENERAL REQUIREMENTS:**

The Town is seeking *bid submittals* from vendors that furnish and deliver the Services specified in this **RFP 26-02**.

It is the intent of this **RFP 26-02** to provide for the procurement of one (1) qualified vendor to provide the Services sought herein.

The Town of Dundee Sanitation Department has evaluated and determined that due to the highly specialized nature of the Services being sought herein that the specifications listed herein are best suited for the Town’s need for safety, quality, performance, and standardization.

*Bid Submittals* will be accepted for consideration in accordance with the specifications listed in this **RFP 26-02**. Decisions of equivalency will be at the sole discretion and interpretation of the Town of Dundee Sanitation Department.

A **MANDATORY Site Visit** will be held at Dundee Community Center, 603 Lake Marie Blvd. Dundee, Florida on **Tuesday, May 12, 2026 at 9:00 A.M.**

A **MANDATORY Pre-Bid meeting** will be held at Town Hall, 202 East Main Street, Dundee, Florida 33838, on **Tuesday, May 12, 2026 at 10:00 A.M.** for the purpose of answering any questions bidders may have in reference to the Services.

**NOTE: ANY VENDOR WHO FAILS TO ATTEND BOTH THE MANDATORY SITE VISIT AND THE PRE-BID MEETING WILL NOT BE ELIGIBLE TO SUBMIT A BID.**

**ALL VENDORS MUST BE PRESENT AND SIGNED IN PRIOR TO THE START OF THE MANDATORY MEETINGS. VENDORS WHO ARE NOT SIGNED IN AT THE COMMENCEMENT OF THE PROJECT MANAGER'S PRESENTATION WILL NOT BE CONSIDERED PRESENT AND WILL NOT BE PERMITTED TO BID.**

On **Thursday, May 28, 2026 at 10:00 A.M.**, at Town Hall, 202 East Main Street, Dundee, Florida 33838, bid submission(s) will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

Questions may be submitted to the Town Clerk until **3:30 pm on Tuesday, May 19, 2026**. For more information regarding this **RFP 26-02**, please contact **Erica Anderson, (863) 438-8330** or by e-mail at [Eanderson@townofdundee.com](mailto:Eanderson@townofdundee.com).

**Public Records** - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2023). As such, do not submit any document(s) that you do not want to be made public.

Bidders shall submit bids on the Submission and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

**An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Erica Anderson, Town Clerk, Town of Dundee, Florida, and marked RFP 26-02 – FY 2025-2026 – COMMUNITY CENTER PARKING LOT RESURFACING PROJECT**

The Town of Dundee welcomes your response to this **RFP 26-02**. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this **RFP 26-02** at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this **RFP 26-02**. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

**The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all proposals received pursuant to this RFP 26-02, re-advertise RFP 26-02, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.**



## TOWN OF DUNDEE – GENERAL PROVISION CLAUSE(S) TERMS AND CONDITIONS

### 1) GENERAL CONDITIONS AND STATE LAW COMPLIANCE:

#### I. General Conditions:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this **Request for Proposal FY 2025-2026 – Community Center Parking Lot Resurfacing Project, RFP 26-02** (the “RFP”) to the contrary, the obligation of the Town of Dundee (the “Town”) to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.
- e) **PUBLIC RECORDS:**

The Town and Vendor (as defined in Section 2) agree that the Vendor shall comply with Florida’s public records laws to specifically include the following:

Public Records. Vendor/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract and/or

any amendment(s) issued hereunder if the Vendor does not transfer the records to the public agency.

- iv) Upon completion of the Contract (as defined in Section 2) and/or any amendment(s) issued hereunder, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract and/or any amendment(s) issued hereunder, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract and/or any amendment(s) issued hereunder, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- f) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, [eanderson@townofdundee.com](mailto:eanderson@townofdundee.com), Erica Anderson, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

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

- g) It shall be understood and agreed that by the submission of a bid, the Vendor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Vendor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- h) It is the intent of the Town that this RFP promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFP to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.
- i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.

- j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

## II. State Law Compliance:

- a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By entering into the CONTRACT, VENDOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. VENDOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this RFP 26-02 and/or the CONTRACT at the TOWN's option if the VENDOR is found to have submitted a false certification.
- b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a VENDOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By Entering into the CONTRACT, VENDOR certifies that it is not on the convicted vendor list.

- c) ***Drug-Free Workplace.*** By entering into the CONTRACT, VENDOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- d) ***E-Verify.*** By entering into the CONTRACT, the VENDOR 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 VENDOR and any subcontractor hired by the VENDOR. If the VENDOR enters into a contract with a subcontractor, the subcontractor must provide the VENDOR with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this CONTRACT, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the CONTRACT is terminated for a violation of the statute by the VENDOR, the VENDOR 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.*** VENDOR 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 based on the prospective VENDOR's social, political or ideological interests or requesting documentation from, or considering, a prospective VENDOR's social, political, or ideological interests when determining if the prospective VENDOR is a responsible vendor. VENDOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the VENDOR's social, political, or ideological interests in the award of this RFP 26-02 and/or the CONTRACT.
- f) ***Contracting with Foreign Entities.*** By entering into the CONTRACT, VENDOR 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, VENDOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in VENDOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the VENDOR organized under the laws of a Foreign Country of Concern, nor does the VENDOR have its principal place of business located in a Foreign Country of Concern. If this RFP 26-02 and/or the CONTRACT permits the VENDOR to access the personal identifying information of any individual, VENDOR agrees to notify the TOWN in advance of any contemplated transaction that would cause VENDOR to be disqualified from such access under Section 287.138 of the Florida Statutes. VENDOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the VENDOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

- g) **Human Trafficking Affidavit.** VENDOR shall be required to execute the *Human Trafficking Affidavit* attached to the **RFP 26-02** Work Summary hereto as simultaneously with and prior to providing the services hereunder.

## 2) DEFINITIONS

Words used in the RFP and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

- a) **APPLICABLE LAW:** Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.
- b) **BUSINESS DAYS:** Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.
- c) **CALENDAR DAYS:** Any and all days in a 365-day calendar year.
- d) **CHANGES:** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the VENDOR, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.
- e) **DAYS:** A calendar day unless specifically stated otherwise.
- f) **TOWN:** The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.
- g) **CONTRACT:** The agreement entered into and executed by the Town and VENDOR and includes, but shall not be limited to, the Contract Documents.

- h) **VENDOR**: The successful bidder who enters into the Contract with the Town to complete the project set forth in the **RFP 26-02**.
- i) **DEFAULT**: Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the VENDOR's right to proceed with the order/work by giving the VENDOR written notice. The defaulting VENDOR may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.
- j) **CONTRACT DOCUMENTS**: The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- k) **INDEMNIFY/INDEMNIFICATION**: VENDOR shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the VENDOR performance of this Contract. Other specific references to the VENDOR duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this VENDOR indemnity is required.
- l) **INSPECTION**: The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.
- m) **INSURANCE**: As specified in the Contract Documents.
- n) **LIMITATION ON MUNICIPAL INDEMNITY**: To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:
- i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section

existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.

- ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- o) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:
  - i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and
  - ii) will submit such reports as the Town may thereafter require to assure compliance.
- p) **SUB-CONTRACTOR:** An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the VENDOR to do a portion of the work on and/or for the project.
- q) **TITLE:** The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or VENDOR until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or VENDOR.
- r) **WARRANTY:** The VENDOR shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The VENDOR shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the VENDOR shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the VENDOR that this provision exists.**
- s) **VENUE:** Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

### 3) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any VENDOR as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a VENDOR will be in

the form of an Addendum to the Contract Documents (“Addenda”), and when issued by the Town, will be on file and available to the public upon request at the Town.

- b) The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the VENDOR responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

#### 4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

- a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The VENDOR may offer any brand for which they are an authorized representative, which meets or exceeds the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The VENDOR shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The VENDOR shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.
- b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the RFP.**

#### 5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the VENDOR expense. Each individual sample must be labeled with the VENDOR name, manufacturer's name brand name and number, bid number and item reference. If forwarding instructions, payment for postage, and/or pick-up, is not made by the VENDOR within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

#### 6) PROTEST PROCEDURES:

The Town encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely and equitable manner, without fear of retribution on the part of a vendor or person, the following shall apply:

- a) All formal responses to the RFP shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL**

**CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**

- b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFP may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.
- c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents (\$1,000.00) in the form of a cashier's check payable to the Town shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Town shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the Town will refund the Bond other than a finding in favor of the protestor.

**If during tolled action, the Town Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the Town of Dundee) is necessary, action may be taken to secure the goods or services.**

- e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

**The formal written protest shall contain the following:**

- i) Town bid number and/or title (if applicable);
  - ii) Name and/or address of the Town department, division or agency affected;
  - iii) The name and address of the affected party;
  - iv) The title and position of the person submitting the protest;
  - v) A statement of disputed issues of material fact;
  - vi) If there are no disputed material facts, the written letter must so indicate;
  - vii) Concise statement of the facts alleged;
  - viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
  - ix) Statement identifying with specificity the relief which an entitlement is alleged; and
  - x) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

The Town Manager shall present the background for the protest to the Bid Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.

The agenda for the bid protest meeting will be:

- i) The background as to why the recommendation for award was made or why the vendor was not selected.
  - ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
  - iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
  - iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.
- g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.

- h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**
- i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

## 7) PROPOSALS/SUBMITTALS:

- a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.
- b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.
- c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).
- d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.
- f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to

assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.

- g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.
- h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

#### **8) PRICES, TERMS, AND PAYMENT:**

- a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.
- b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.
- c) **Discounts:** VENDOR may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

#### **9) SUBMITTING A "NO BID" OR A "NO CHARGE":**

Any bidder intending to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then items must be marked as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

#### **10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:**

- a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.
- b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

- c) The Town reserves the right to contact a bidder, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

### **11) SAFETY STANDARDS:**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to, the Occupational Safety and Health Act and regulations or standards thereunder.

### **12) INVOICING AND PAYMENT:**

The VENDOR shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

### **13) WITHDRAWAL OF PROPOSALS:**

A bid proposal may be withdrawn prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the RFP, prior to the time fixed for the bid opening. A proposal may also be withdrawn if the Town does not accept it within ninety (90) calendar days after the date fixed for the bid opening. Notwithstanding any withdrawal, all bid documents received by the Town in response to the RFP shall remain the property of the Town.

### **14) NONCOLLUSION AGREEMENT:**

Any bidder submitting a bid for the RFP shall execute and submit with its bid a non-collusion affidavit (see attachments) which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted in response to the RFP.

### **15) REJECTION OF BIDS:**

The Town may reject a bid if:

- a) The bidder misstates or conceals any material fact in the bid;
- b) The bid does not strictly conform to the law or the requirements which includes, but is not limited to, the terms and conditions set forth in the RFP; or
- c) A bid is submitted in bad faith and/or in a manner intended to undermine the competitive sealed bid selection process.

**The Town Manager and/or the Town Commission shall have the right to act in the best interests of the Town and reject any and all bids and request the entire transaction be rebid. The Town may also waive any minor informalities, irregularities, or technicalities in any bid.**

#### **16) STATEMENT OF QUALIFICATIONS:**

Each bidder shall, upon request of the Town, submit a statement of qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Contract Documents, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the ability and solvency to perform work contemplated by the Contract Documents.

The bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract Documents; and the bidder shall furnish the Town all such information and data for this purpose as it may request.

**The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the bidder is qualified to carry out properly the terms of the Contract Documents.**

#### **17) AWARD OF CONTRACT:**

- a) The Town reserves the right to award contract(s) to more than one VENDOR, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.
- b) The VENDOR may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. VENDOR is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **VENDOR shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.**

- c) A written award of acceptance mailed or otherwise furnished to the VENDOR results in a binding contract without further action by either party.
- d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:
  - i) Evaluations and quality of performance on previous projects;
  - ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
  - iii) Ability to fulfill the contract within the time specified, without delay;
  - iv) Character, integrity, reputation, judgment, experience and efficiency;
  - v) Previous compliance with laws and ordinances relating to the contract;
  - vi) Sufficiency of the financial resources to fulfill the contract;
  - vii) Quality, availability and adaptability of the supplies or contractual services;
  - viii) Ability to provide future maintenance and service, as required or needed; and
  - ix) Number and scope of conditions attached to the bid.

#### **18) OTHER GOVERNMENTAL ENTITIES:**

The Town encourages and agrees to the VENDOR extending the pricing, terms, and conditions of this RFP and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the VENDOR.

#### **19) PERFORMANCE:**

- a) VENDOR shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The VENDOR's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the VENDOR's right to proceed with the Contract. In the event the Town terminates the VENDOR's right to proceed, the Town shall provide the VENDOR with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting VENDOR.
- b) The Contract shall not be terminated, or the VENDOR charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the VENDOR including, but not limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the VENDOR has no direct connections), and unusually severe weather. The VENDOR shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the failure of VENDOR to perform the conditions of this Contract is occasioned by or is the result of

acts or events over which the VENDOR has no control, said delay in performance may be excused.

- c) The VENDOR shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

**20) SERVICE AND WARRANTY:**

Unless otherwise specified, the VENDOR shall define any warranty service and replacements that will be provided during and subsequent to this Contract. VENDOR shall explain on an attached sheet to what extent warranty and service facilities are provided.

**21) GOVERNMENTAL RESTRICTIONS:**

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the VENDOR to notify the Town immediately after learning of such restriction including, but not limited to, indicating in writing the specific regulation which required an alteration. The Town reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

**22) PRICE AND ADJUSTMENTS:**

Any price decrease effectuated during the term of the Contract and/or any time specified for performance therein, either by reason of market change or on the part of the VENDOR to other customers, shall be passed on to the Town.

**23) EQUAL EMPLOYMENT OPPORTUNITY:**

No bids submitted shall be considered unless the bidder(s) warrants that upon execution of a Contract with the Town, it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the Town may thereafter require to assure compliance.

**24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):**

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.

- b) The MSDS shall be maintained by the Town and must include the following information:
- i) The Division/Department to which the material was shipped.
  - ii) The chemical name and the common name of the toxic substance.
  - iii) The hazards or other risks in the use of the toxic substance, including:
    - (1) The potential for fire, explosion, corrosivity, and reactivity;
    - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
    - (3) The primary routes of entry and symptoms of overexposure.
  - iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
  - v) The emergency procedures for spills, fire, disposal, and first aid.
  - vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
  - vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

## **25) TIE BIDS:**

The Town Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Town Manager to comply with all of the Source Selection provisions of Town of Dundee Ordinance No. 14-17 (*codified in Sec. 2-159*) and the Code of Ordinances of the Town of Dundee:

- a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.

- b) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.
- c) Availability or completion period.
- d) Previous vendor record on similar projects or requirements.
- e) Business location closest to the Town.

**26) NOTICE:**

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million (\$1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- c) Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the Town if the VENDOR is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

**27) UNAUTHORIZED ALIEN(S):**

- a) The VENDOR agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFIATION IMMIGRATION LAWS".

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

### **CONSTRUCTION AND OTHER CLAUSES**

*(as applicable)*

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the VENDOR or by any Subcontractor engaged to do a portion of the work. The VENDOR shall supply each of its Subcontractors with a copy of all of the Contract Documents.

#### **28) ERRORS:**

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

#### **29) UNIT PRICES:**

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

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

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

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

a) BID PRICES.

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

b) ORDERING.

- i) The Town may exercise its right to direct purchase any component of the bid, at the VENDOR's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the VENDOR used to submit their bid to the Town and therefore made a part of the Contract. The VENDOR shall fully cooperate with the Town, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.
- ii) Following receipt of a sales tax savings form from the VENDOR, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the VENDOR, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.
- iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

c) EXPEDITING.

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

d) RECEIPT.

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

i) BILLINGS/PAYMENTS.

- i) All ODP's shall be billed to the Town in care of the **VENDOR**.
  - ii) The **VENDOR** shall check all invoices for accuracy and completeness when received. The **VENDOR** shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.
  - iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms. **All discounts shall accrue to the Town.**
  - iv) The **VENDOR** shall prepare a direct purchase report for the Town upon submittal of each pay request.
- j) **OTHER CONSIDERATIONS.**
- i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.
  - ii) The **VENDOR** shall assume the risk of damage or loss at the time of the purchase.
  - iii) The selection of ODP for any item(s) contained within the bid does not relieve the **VENDOR** from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.
  - iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.
  - v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's **VENDOR** to certify that the tangible personal property purchased from that vendor will go into or become a part of a public works.

### **31) INSPECTION:**

- a) For the Town, the **VENDOR** shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the **VENDOR** in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.

- i) The examination and/or assistance by the Town shall not relieve the VENDOR of the VENDOR's responsibility of any actions it may take or neglect by VENDOR or its Subcontractors in performing the work.
  - ii) The Town shall not be responsible for VENDOR's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for VENDOR's failure to perform the work in accordance with the Contract Documents.
  - iii) The Town shall not be responsible for the acts or omissions of VENDOR or any Subcontractors, or any of VENDOR's agents or employees.
  - iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to VENDOR, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.
- c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.
  - d) If the Town finds any materials or work faulty, it shall so inform the VENDOR; the VENDOR shall replace, at its expense, and as soon as possible, said faulty materials or work. If the VENDOR does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the VENDOR.
  - e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.
  - f) The Town may order the VENDOR to uncover work which has been covered without the consent of the Town. The VENDOR shall bear the expense of the extra work. The Town may order the VENDOR to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the VENDOR may charge the Town for this extra work; if the questioned work is found faulty, the VENDOR shall bear the expense of the extra work.

### **32) SUPERVISION:**

The VENDOR shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The VENDOR may change project superintendents only if the change is approved by the Town or

if the VENDOR discharges the project superintendent. If the VENDOR is not present, the Town shall be permitted to consider the project superintendent the VENDOR's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the VENDOR.

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

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

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

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

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

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

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

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

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

**37) MUTUAL RESPONSIBILITY OF VENDORS:**

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

**38) LINES AND GRADES:**

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

**39) ASSIGNMENT OR NOVATION:**

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

**40) OTHER CONTRACTS:**

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

**41) PATENT INFRINGEMENT:**

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

#### **42) SHOP DRAWINGS:**

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

#### **43) PLANS AND SPECIFICATIONS:**

- a) The Town shall furnish the VENDOR one (1) set of the plans and specifications when the Town notifies the VENDOR to begin work. The VENDOR shall keep this set available at the project site at all times. If the VENDOR wants more than one (1) set of plans and specifications, the VENDOR may obtain these if it pays the cost of reproduction.
- b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the VENDOR, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the VENDOR to return all copies of the plans and specifications when the work is completed. The VENDOR shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

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

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

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

- a) Unless it is otherwise stipulated in the Contract Documents, the VENDOR shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.
- b) The VENDOR shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town's applicable specifications.

- c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.
- d) The VENDOR shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.
- e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.
- g) The VENDOR shall use only employees with skills at least equal to the requirements of their work assignment on this project.

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

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

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

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

**48) PROTECTION OF MONUMENTS:**

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

**49) USE OF PREMISES:**

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

**50) WORK PROGRESS:**

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

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

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

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

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

## **52) DISPUTES:**

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

## **53) VENDOR INSURANCE:**

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



- (a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:
- (i) Mold, Fungus or Bacteria
  - (ii) Terrorism
  - (iii) Sexual Molestation
- (b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:
- (i) Architects and Engineers Professional Liability
  - (ii) Exterior Insulation and Finish Systems (EIFS)
- (c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:
- |                      |   |
|----------------------|---|
| (i) \$1,000,000.00   | General Aggregate                       |
| (ii) \$1,000,000.00  | Products/Completed Operations Aggregate |
| (iii) \$1,000,000.00 | Personal and Advertising Injury         |
| (iv) \$1,000,000.00  | Each Occurrence                         |

**(3) Automobile Liability Insurance:**

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

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

**(4) Property Insurance:**

- (a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s)

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

- (b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.
  - (c) The insurance provided by the VENDOR and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the VENDOR and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the VENDOR shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the VENDOR to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The VENDOR shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.
- ii) The insurance provided by the VENDOR shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.

- iii) Compliance with these insurance requirements shall not limit the liability of the VENDOR or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the VENDOR and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the VENDOR) available to the Owner under the Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the VENDOR shall relieve the VENDOR from responsibility to provide insurance as required by the Contract and the Contract Documents.

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

- a) The VENDOR shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the VENDOR including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or organization directly or indirectly employed and/or utilized by the VENDOR to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:
  - i) Any omission, default, or negligent act of the VENDOR including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);
  - ii) Any and all bodily injuries, sickness, disease or death;
  - iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;
  - iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or
  - v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the VENDOR including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any

tier or their respective employees and/or persons and/or entities under VENDOR's direction and/or control.

- vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or any of the VENDOR's subcontractors, sub-subcontractors, sub-consultants, sub-consultants, materialmen, or agents of any tier or their respective employees.
- b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.
- c) This contractual indemnity shall survive the termination of this Contract.
- d) VENDOR shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of VENDOR (specifically including, but not limited to, VENDOR's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or VENDOR's performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. VENDOR also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by VENDOR from the Town that such amount is due, be made by VENDOR prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the VENDOR shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.
- f) Additionally, if VENDOR, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, VENDOR shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from VENDOR.
- g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such

obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor

- h) The VENDOR shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by VENDOR for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, VENDOR shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.
- i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the VENDOR.
- j) The VENDOR and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the VENDOR or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the VENDOR or subcontractor or sub-subcontractor agree to notify the insurer and request the policy be endorsed with a "waiver of transfer of rights against others" or its equivalent. This "waiver of subrogation" requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the VENDOR or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the VENDOR of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.
- l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

**55) BID BOND:**

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

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

- a) In cases where the bid price exceeds \$30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The VENDOR shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).
- b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(l)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

#### **57) BONDING COMPANY QUALIFICATIONS:**

- a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:
  - i) Minimum rating of "A-" or better;
  - ii) Financial Size Category of "VII" according to the A.M. Best Company; and
  - iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.
- b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.

- c) **Awards of \$500,000 or less:** Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.
- d) **Power of Attorney:** An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.
- e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

#### **58) PAYMENT:**

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

#### **59) LIENS:**

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

#### **60) GUARANTEE:**

- a) The VENDOR shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its entirety. The VENDOR shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.
- b) Neither the final payment nor any provision in the Contract Documents shall relieve the VENDOR of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the VENDOR shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.
- c) A notice of defect(s) will be issued by the Town. Upon receipt by the VENDOR of such written notice, the VENDOR shall immediately investigate any and all claimed defects. Should the VENDOR feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.

- d) Defects shall be remedied by the **VENDOR** within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the **VENDOR** shall notify the Town, in writing, of correction in defects. The **VENDOR** shall transmit to the Town a copy of each certified statement as required below.
- e) Each Subcontractor shall transmit to the **VENDOR**, in duplicate, on its business letterhead, addressed to both the **VENDOR** and Town, a certified statement as to:
  - i) The work performed and/or materials supplied; and
  - ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

**61) THE CONSTRUCTION AGREEMENT:**

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

**62) CONSTRUCTION SCHEDULE:**

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

**63) FINAL INSPECTION:**

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

**64) CONSTRUCTION AND CONSULTING EVALUATION:**

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

## WORK SUMMARY

### PART 1 – GENERAL

#### 1.01 – REQUIREMENTS AND SPECIFICATIONS

### PART 2 – PRODUCTS

### PART 3 – CONTRACT CLOSEOUT

### PART 1 – GENERAL

Pursuant to *Section 2-159(2) of the Town of Dundee Code of Ordinances*, the Town of Dundee (the “Town”) is seeking *competitive sealed bid(s)* on and/or for FY 2025-2026 **Community Center Parking Lot Resurfacing Project RFP 26-02**

(the “Services”) in accordance with the requirements and specification set forth herein and as described in the attached *Work Summary* incorporated herein by reference. The Town requires certain items to be included in the *Bid Submission*, as follows:

#### 1.01 – REQUIREMENTS AND SPECIFICATIONS

- A. The “**FY 2025-2026 RFP 26-02 Community Center Parking Lot Resurfacing Project**” includes the furnishing of all labor, materials, equipment and plant supervision necessary for the Community Center Parking Lot Resurfacing Project. Specified below:
- B. Contractor/ bidder will need to acknowledge the Davis Bacon Act of 1931 in their Bid packages as this project is a CDBG (community development block grant) funded project. Contractor and Town Staff will be required to complete weekly documents to submit to the County for reporting there will also have to be a board installed to show notice of Davis Bacon and Related Acts posted at main entrance of the job before work can start.
- C. All work is to be completed within 60 business days from Receipt of the Notice to proceed.
- D. Work includes but is not limited to preparation of asphalt Parking lot including grading and removal of any foreign or deleterious materials, preparation for Parking Lot resurfacing. Work must meet specifications, restoration and fine grading of right-of-way outside of paved areas, sodding of all disturbed areas outside the Parking Lot footprint. Maintenance of Vehicular Traffic (TTC/MOT), maintenance of pedestrian traffic, erosion control and other incidental work necessary to complete the project. The Contractor will provide Milling of the surface’s where needed once all areas are prepared for paving contractor will resurface all paved areas with an overlay and include striping as shown in **Exhibit “A”**. Town staff will be responsible for relocating or replacing all parking lot signage once paving project has been completed.
- E. The Contractor(s) shall furnish all necessary TTC/MOT plans and obtain approval for the TTC/MOT plans from the Town of Dundee prior to any work.

- F. Project to be completed in accordance with the contract documents which includes, but is not limited to, Work summary, terms and conditions.
- G. If awarded, the Contract(s) will be awarded based on the lowest responsible/ responsive bid for the project. Past performance on similar contracts will be heavily weighted in determining responsibility of low bidder.
- H. The Contractor will not work on or keep any equipment on any private property without the permission (**MUST BE IN WRITING**) of the property owner involved. The Contractor during the construction period may leave their rollers, and other essential equipment on adjacent streets if no private driveways are blocked and all equipment is marked with reflective barricades. The contractor shall be responsible for damage to any private property including trees, curbs, mailboxes, private yards and street signs. All heavy accumulations shall be removed by the contractor at his expense.
- I. The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- J. It shall be the contractors' responsibility to obtain a water meter construction meter for any water that may be needed on this project.
- K. All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards.
- L. Payments will be on a lump sum basis for the estimated length of street paving.

#### M. FINAL CLEANING

- Execute final cleaning prior to final inspection
- Clean surfaces exposed to view, remove stains and foreign substances
- Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces
- Remove waste and surplus materials, rubbish and construction facilities from the site.

#### N. EXPERIENCE AND HISTORY

- Include an introduction that clearly demonstrates a comprehensive understanding of the Proposer of the objective and scope of this RFP.
- Provide a description and history of the firm focusing on experience.
- State the number of years the company has been in business.
- Provide at least three (3) references for which your company has provided **paving of roads and parking lot services**, including contact names, addresses, telephone numbers, and e-mail addresses. References may or may not be contacted during the bid process.

## O. RESPONSIVENESS TO RFP

- Proposers shall provide a narrative statement that illustrates their understanding of the requirements of the project.
- Proposals shall include the complete name and address of their firm and the name, mailing address, email address, and telephone number of the person the Town should contact regarding the proposal.
- The proposers shall confirm that the firm will comply with all the provisions in this RFP and that the firm is not currently involved in official reorganization or bankruptcy proceedings. The Proposer must be authorized or have the ability to transact business in the State of Florida. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.
- Proposers shall provide a sample invoice with their bid.

## PART 2 – PRODUCTS

All products and materials shall meet or exceed all specifications set forth by this **RFP 26-02**, as described in either graphical or in written form, and/or as required in writing by the Town of Dundee.

## PART 3 – CONTRACT CLOSEOUT

### 3.1 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

### 3.2 ADJUSTING

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

### 3.3 WARRANTIES

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



**BID SUBMISSION FORM**  
**FY 2025-2026 – Community Center Parking Lot Resurfacing Project RFP 26-02**

**RETURN DATE:** \_\_\_\_\_

**RETURN TO:** Office of the Town Clerk  
**Attn: RFP 26-02**  
 Town of Dundee  
 P.O. Box 1000  
 202 East Main Street  
 Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
			TOTAL (\$)	

**ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:**

Company Submitting Bid: \_\_\_\_\_

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

Company City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

**NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.**

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

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

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

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

Company Name \_\_\_\_\_

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

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

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

TYPE OF ID PRODUCED \_\_\_\_\_

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

**NONCOLLUSION AFFIDAVIT OF BIDDER**

**State of Florida**

**County of Polk**

**I \_\_\_\_\_ (“Affiant”), being first duly sworn, deposes and says that:**

- (1) Affiant is \_\_\_\_\_ (insert job title) of \_\_\_\_\_ (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

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

TYPE OF ID PRODUCED \_\_\_\_\_

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

**CERTIFICATION OF DRUG-FREE WORKPLACE**

I \_\_\_\_\_ (“Undersigned”), certify that:

- (1) Undersigned is \_\_\_\_\_ (insert job title) and duly authorized to act on behalf of the Vendor \_\_\_\_\_ that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
  - (a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - (b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
  - (d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
  - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Vendor, \_\_\_\_\_, acknowledges, understands, and complies fully with the above requirements.

DATE: \_\_\_\_\_ NAME OF ENTITY: \_\_\_\_\_

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

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

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**SALES TAX SAVINGS FORM**

**CONTRACT NUMBER:** \_\_\_\_\_

**NAME OF PROJECT:** \_\_\_\_\_

<b>MATERIALS</b>	<b>(1) Amount in Contract</b>	<b>(2) Sales Tax</b>	<b>(3) Net Amount</b>

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.

**HUMAN TRAFFICKING AFFIDAVIT**

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officers or representatives of the VENDOR, we certify that the VENDOR identified herein does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

[Name of Vendor]:

Executed this \_\_\_\_ day of \_\_\_\_\_, 2026.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

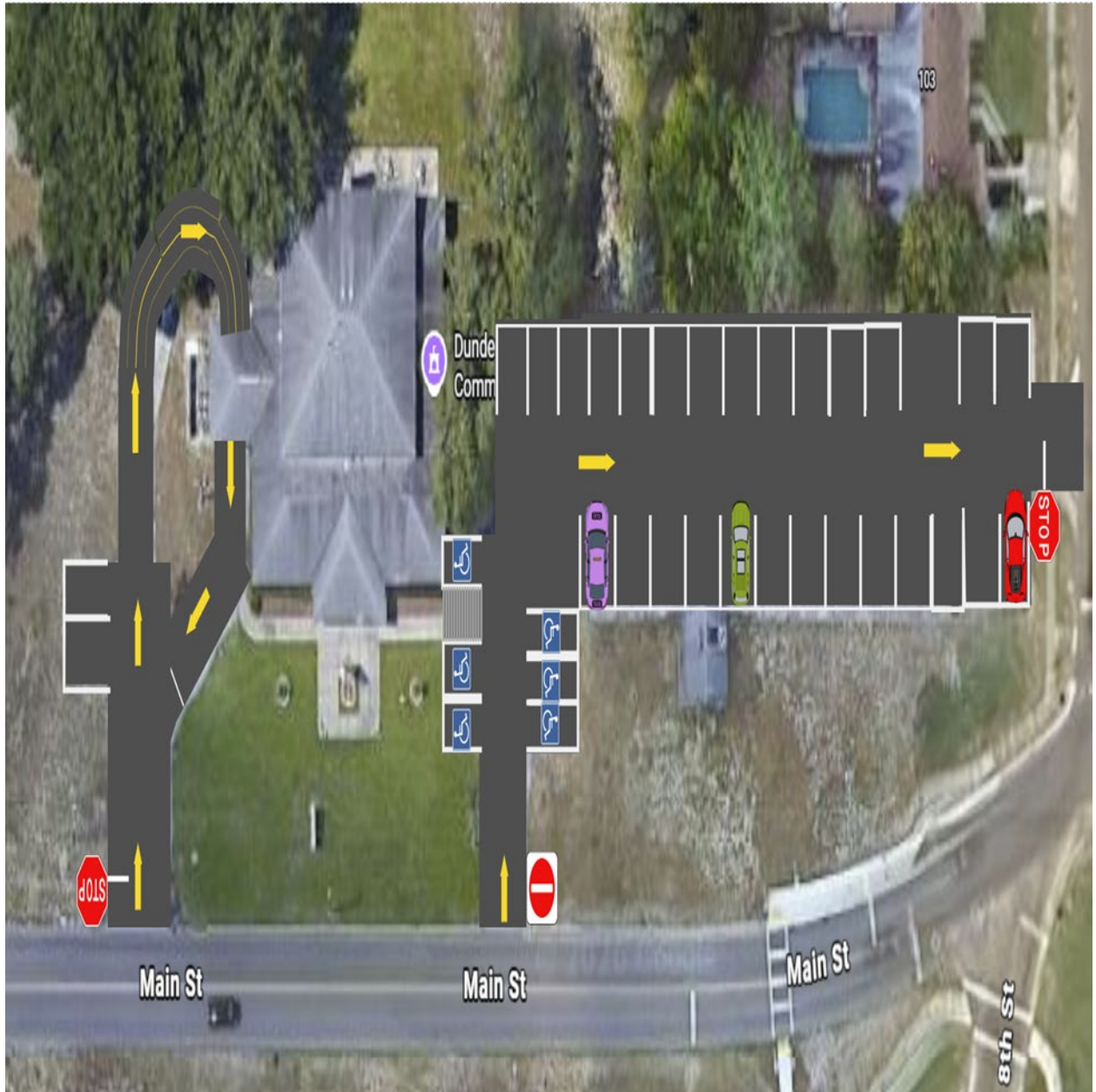
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_,  who is personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature  
Print Notary Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

EXHIBIT A



**County Manager Signature for Regular Meeting**  
Agenda Item # *ab.0225*

**SUBJECT**

Approve Community Development Block Grant (CDBG) subrecipient agreement between Polk County and the Town of Dundee. (\$62,568.98 one-time expense).

**DESCRIPTION**

Approve the CDBG subrecipient agreement between Polk County and the Town of Dundee, for the Dundee Community Center project. CDBG funds will be used to upgrade and transition the facility's lighting system from fluorescent to energy-efficient LED fixtures in eight rooms. Additionally, funds will be used to resurface the asphalt driveway and parking areas in an effort to enhance safety and accessibility. The Town of Dundee will use CDBG funds for the above activities in the amount not to exceed \$62,568.98. This project was approved by the Board of County Commissioners in the adoption of the 2025-2026 Action Plan.

**RECOMMENDATION**

Request County Manager approve and execute this Community Development Block Grant (CDBG) subrecipient agreement between Polk County and the Town of Dundee.

**FISCAL IMPACT**

Funds are available in Special Revenue Grant Fund.

**CONTACT INFORMATION**

Jennifer Cooper, Manager  
Housing and Neighborhood Development  
jennifercooper@polkfl.gov  
863-534-5209

**PUBLIC FACILITIES  
SUBRECIPIENT AGREEMENT  
BETWEEN  
POLK COUNTY  
AND  
THE TOWN OF DUNDEE  
FOR  
DUNDEE COMMUNITY CENTER**

<u>10240</u>	<u>340553073</u>	<u>5882020</u>	<u>M250001</u>	<u>2025-2026</u>
<b>Fund #</b>	<b>Cost Center #</b>	<b>Account #</b>	<b>Contract #</b>	<b>Funding Year</b>

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# SUBRECIPIENT AGREEMENT

## BETWEEN POLK COUNTY AND THE TOWN OF DUNDEE

This agreement is made and effective this 1st day of October 2025, by and between Polk County, a Political Subdivision of the State of Florida, hereafter referred to as the "COUNTY", and **The Town of Dundee**, a Florida municipal corporation, organized and existing under the laws of the State of Florida, hereafter referred to as the "SUBRECIPIENT".

### WITNESSETH:

WHEREAS, the COUNTY has been awarded a Community Development Block Grant (CDBG) from the Department of Housing and Urban Development (HUD) which provides for the development, establishment, and administration of projects to benefit low and moderate income families, aid in elimination of slums or blight, or meet an urgent community development need; and

WHEREAS, said grant allows the COUNTY to contract with other governmental agencies and non-profit agencies to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, it is in the best interest of the COUNTY to enter into a special agreement with the SUBRECIPIENT for the administration of a portion of said grant; and

WHEREAS, the COUNTY wishes to engage the services of the SUBRECIPIENT to administer and implement a portion of the Community Development Block Grant for a Housing and Neighborhood Development ("HND") project described as **Dundee Community Center**, and

WHEREAS, the SUBRECIPIENT has agreed to the above activity in an amount not to exceed **\$62,568.98.** and;

WHEREAS, the COUNTY has initially determined that the proposed activity will benefit low and moderate income persons; and

WHEREAS, this agreement is contingent upon the award of Community Development Block Grant Public Facilities funds from the U.S. Department of Housing and Urban Development and the **Catalogue of Federal Domestic Assistance (CFDA) number is 14.218 Entitlement Grant**;

WHEREAS, the SUBRECIPIENT acknowledges and agrees that the COUNTY obligations under this agreement are contingent upon the availability of federal funding. In the event such funding is reduced, delayed or terminated by the federal government for any reason, the COUNTY will not be liable for any resulting damages, losses or costs incurred. The COUNTY reserves the right to terminate or amend this agreement accordingly, without penalty or further obligation, upon written notice to the SUBRECIPIENT.

NOW THEREFORE in consideration of the mutual promises and covenants, the parties agree as follows:

### ARTICLE I - PROJECT DESCRIPTION

- 1.1 The SUBRECIPIENT agrees to implement this activity as described in detail in Appendix A, Scope of Services and according to the terms and conditions of the Agreement and all requirements for the SUBRECIPIENT's project and program.

## ARTICLE II - DISBURSEMENTS

- 2.1 The COUNTY agrees to reimburse the SUBRECIPIENT a maximum amount not to exceed **\$62,568.98** from Community Development Block Grant (CDBG) funds, as outlined in Appendix B, Budget.
- 2.2 The Subrecipient is required to register as a County vendor to receive payments via electronically or paper check.

## ARTICLE III - REPORTING

- 3.1 The SUBRECIPIENT must provide the COUNTY with a monthly report of all activities including a narrative summary of progress and financial statement on expenditures during the report period. Reports must be submitted on the monthly report form attached to this agreement, Appendix E, or other format containing the same information as found in Appendix E specified by the County. Reports are due on or no later than the twenty-eighth (28th) working day of each month, unless on an otherwise agreed upon schedule, and must begin on the effective date of this agreement and continue until all information concerning the project has been received by the COUNTY for close-out.
- 3.2 Monthly reports not submitted may result in payments to the SUBRECIPIENT being withheld or denied. Failure to submit appropriate monthly reports shall result in the termination of this agreement.
- 3.3 The SUBRECIPIENT shall provide the Polk County Housing and Neighborhood Development office with additional program information as needed.
- 3.4 The SUBRECIPIENT shall submit complete financial accounting of the project to the COUNTY within thirty (30) calendar days of the COUNTY's final payment to the SUBRECIPIENT.

## ARTICLE IV - AGREEMENT PERIOD AND TERMINATION

- 4.1 This agreement shall take effect on October 1, 2025, and will terminate on September 30, 2026, unless canceled sooner.
- 4.2 **SUSPENSION AND TERMINATION FOR CONVENIENCE:**
  - A. If the SUBRECIPIENT should materially fail to comply with any term of the award, suspension or termination may occur in accordance with 2 CFR 200.214 Suspension and Debarment. In the event that funds should fail to be or cease to be provided to the County then the County may terminate this agreement immediately.
  - B. Remedies for noncompliance: If the SUBRECIPIENT materially fails to comply with any term of an award whether stated in a federal statute or regulation, an assurance, in a state plan or application a notice of award or elsewhere, the COUNTY shall take one (1) or more of the following actions as appropriate in the circumstances:
    1. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT or more severe enforcement action by the COUNTY.
    2. Disallow (that is to deny both use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.
    3. Wholly or partly suspend or terminate the current award for the SUBRECIPIENT's program.
    4. Withhold further awards for the program.

5. Take other remedies that may be legally available.
- C. **Hearings Appeals:** In taking an enforcement action the COUNTY will provide the SUBRECIPIENT an opportunity for such hearing appeal or other administrative proceeding to which the COUNTY or SUBRECIPIENT is entitled to under any statute or regulation applicable to the action involved.
- D. **Efforts of Suspension and Termination:** Costs resulting from obligations incurred by the SUBRECIPIENT clearing a suspension after termination of an award are not allowable unless the COUNTY expressly authorizes them in the nature of suspension or termination or subsequently. Other SUBRECIPIENT costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the SUBRECIPIENT before the effective date of suspension or termination are not in anticipation of it and in case of termination are noncancellable; and
  2. The costs would be allowable if the award was not suspended or expired normally at the end of the funding period in which the termination takes effect.
- E. **Relationship to Debarment and Suspension:** The enforcement remedies identified in this section including suspension and termination do not preclude the grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549, 2 CFR 200.339 and 2 CFR 180.
- F. **Termination for Convenience:** Except as provided above awards may be terminated in whole or in part only as follows:
1. By the COUNTY with the consent of the SUBRECIPIENT in which case the two parties shall agree upon the termination condition including the effective date and in case of partial termination the portion to be terminated; or
  2. By the SUBRECIPIENT upon written notification to the COUNTY setting forth the reasons for such termination, the effective date, and in case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.
- 4.3 The COUNTY may issue a stop order to SUBRECIPIENT which will halt all work on the project in the event that the work is not being done according to federal guidelines and regulations, the assurances contained herein, or the provisions of this agreement.
- 4.4 The SUBRECIPIENT may not terminate its obligations under Paragraph 12.10 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of the COUNTY.
- 4.5 The COUNTY reserves the right to terminate this contract upon written notification to the SUBRECIPIENT under any of the following conditions:
- a. Notification by HUD to the COUNTY that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
  - b. Notification by HUD to the COUNTY that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
  - c. Written notification from HUD to the COUNTY that the program funds made available to

the COUNTY are being curtailed, withdrawn, or otherwise restricted.

- 4.6 The COUNTY reserves the right to terminate this contract or to reduce the contract compensation amount if the SUBRECIPIENT:
- a. Fails to timely file required reports or to meet project progress or completion deadlines;
  - b. Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 2 CFR 200.339);
  - c. Expends funds under this agreement for ineligible activities, services or items;
  - d. Implements the project prior to notification from the COUNTY that the federal environmental review process has been completed;
  - e. Violates labor standards requirements; or
  - f. Fails to comply with written notice from the COUNTY of substandard performance under the terms of this agreement.
- 4.7 The Subrecipient's obligation to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

#### **ARTICLE V - INDEMNIFICATION**

- 5.1 The SUBRECIPIENT shall indemnify, defend (by counsel reasonably acceptable to COUNTY), protect and hold harmless the COUNTY from and against any and all claims, demands, actions, causes of action, suits, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) arising out of or resulting from services provided by the SUBRECIPIENT, anyone directly or indirectly employed by the SUBRECIPIENT, or anyone for whose acts any of them may be liable, whether pursuant to this agreement or otherwise, and from all such parties negligent acts and omissions and intentional tortious acts. The SUBRECIPIENT acknowledges it is an independent contractor of the COUNTY and not an agent or employee thereof.

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## ARTICLE VI - PROCEDURES FOR INVOICING AND PAYMENT

6.1 SUBRECIPIENT shall invoice the COUNTY on the following basis:

SUBRECIPIENT shall provide the COUNTY with an executed original of any documents or subcontracts authorizing the work to be done on the project(s).

- (1) If applicable, a request to subcontract work or services hereunder shall be submitted in writing and shall be subject to each provision of this agreement and any contract shall be in accordance with county, state, federal guidelines, and regulations. A list of all contractors/subcontractors must be provided prior to the commencement of labor to the Housing and Neighborhood Development office. This in no way relieves the SUBRECIPIENT from any other requirements of this agreement. Reimbursement requests shall include certification such as the certification shown in Appendix D, in the absence of canceled checks for verification.
- (2) None of the work or services, including but not limited to, consultant services covered by this agreement, shall be subcontracted or reimbursed without the prior written notice to COUNTY.
- (3) All purchasing for consumable, capital equipment, and services shall be made by purchase order or by a written contract in conformity and in full compliance with the procedures prescribed by 2 CFR 200.317 – 200.327.
  - a. The SUBRECIPIENT shall provide the COUNTY with project budget information.
  - b. The COUNTY agrees to make payment and reimburse all budgeted costs available under federal, state, and county guidelines.
  - c. Requests by the SUBRECIPIENT for payment must be accompanied by proper documentation, including cancelled checks for expenses to be reimbursed, and must be submitted to the COUNTY for approval no later than thirty (30) days after the last date covered by the request.
  - d. The Subrecipient acknowledges and agrees that the County requires a reasonable period of time to review, process and approve reimbursement requests. The County will not be held liable for any delay in reimbursement caused by incomplete or late submissions by the Subrecipient. The County will strive to process complete reimbursement requests within 30 business days of the receipt but makes no guarantee of a specific processing timeframe.
  - e. The County will not process or issue payment for any invoices submitted by the Subrecipient until all required Davis Bacon and/or Section 3 compliance documentation have been received, reviewed, and approved by the County. This includes but not limited to original certified payrolls, proof of qualitative efforts, and other supporting documents to demonstrate full compliance with applicable federal labor standards and Section 3 requirements.
  - f. As applicable, the COUNTY will comply with Part VII, chapter 218, F.S., the Florida Prompt Payment Act, or s. 215.422, F.S., warrants, vouchers and invoices, when preparing reimbursement on accepted invoices.
  - g. For purposes of this section, copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices will not be honored if received by COUNTY later than thirty (30) days after the expiration date of this agreement or if work is done outside the term of this agreement.

- h. The COUNTY reserves the right to withhold payment of reimbursement requests if monthly reports are not current.
- 6.2 Upon receiving the invoices, reports and other materials, the COUNTY shall audit such bid awards, contracts, financial accounts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.
  - 6.3 Upon determination by the COUNTY that the services or material invoiced have been received or completed, the COUNTY will authorize payment to the SUBRECIPIENT in the amount it determines pursuant to the audit to be payable.

#### **ARTICLE VII -IMPLEMENTATION AND TIMETABLE**

- 7.1 The parties expressly ratify the activities relating to this agreement and adopt the terms and conditions of this agreement for all such activities beginning **October 1, 2025**. The SUBRECIPIENT herein attests and certifies to the COUNTY that, regardless of the effective date of this Agreement, the SUBRECIPIENT will obtain all insurance coverage and limits as set forth by this Agreement to begin no later than **October 1, 2025**.
- 7.2 SUBRECIPIENT agrees to implement project(s) and comply with the Scope of Services set forth in Appendix A and Estimated Timeline set forth in Appendix E.

#### **ARTICLE VIII - OTHER PROVISIONS**

##### **8.1 Equal Employment Opportunity**

The following provisions "a" and "b" are applicable to all contracts and subcontracts; provisions "c" through "g" are applicable to all nonexempt construction contracts and subcontracts which exceed \$10,000;

During the performance of this contract, the SUBRECIPIENT agrees as follows:

- a. The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The SUBRECIPIENT shall take affirmative action to ensure that applicants who are employed are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.
- c. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be

provided advising the said labor union or workers representatives of the SUBRECIPIENT commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The SUBRECIPIENT will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the COUNTY, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the SUBRECIPIENT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.
- g. The SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

## 8.2 Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974 and in conformance with COUNTY policy and all requirements imposed by or pursuant to the Regulations of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant program funds.

### Specific (not exclusive) Discrimination Actions Prohibited:

The SUBRECIPIENT may not directly or through contractual or other arrangements, on the ground of race, color, creed, religion, ancestry, national origin, marital status, familial status, age, handicap, disability, sex or any other basis prohibited by applicable law:

- a. Deny any facilities, services, financial aid, or other benefits provided under the program or activity.

- b. Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
- c. Subject segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
- d. Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
- f. Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

### 8.3 Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

The SUBRECIPIENT will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a SUBRECIPIENT utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

If a SUBRECIPIENT solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

### 8.4 Nondiscrimination in Federally-Assisted Programs.

The SUBRECIPIENT will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with COUNTY policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, marital status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The SUBRECIPIENT will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

### 8.5 Labor Standards.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, the SUBRECIPIENT and all subcontractors engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in

part with assistance provided under this agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the SUBRECIPIENT is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the SUBRECIPIENT shall comply with all regulations issued pursuant these Acts and with other applicable federal laws and regulations pertaining to labor standards, including the Copeland Anti-Kickback Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher rates.

#### 8.6 Flood Disaster Protection.

This agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-234). Use of any assistance provided under this agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

#### 8.7 Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed \$100,000).

The SUBRECIPIENT shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

#### 8.8 Provision of the Hatch Act.

Neither the SUBRECIPIENT's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

#### 8.9 Lead-Based Paint.

Any grants or loans made by the SUBRECIPIENT for the rehabilitation of residential structures with assistance provided under this agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. SUBRECIPIENT will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

#### 8.10 Special Assessments.

SUBRECIPIENT will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Housing and Community Development Act of 1974, as amended or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of

subparagraph (1).

#### 8.11 Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses

SUBRECIPIENT will comply with the "POLK COUNTY RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104 (d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED." SUBRECIPIENT will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix A or Appendix B, SUBRECIPIENT will not cause either temporary or permanent involuntary displacement of any person or business as a result of Community Development Block Grant activities. The SUBRECIPIENT shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. SUBRECIPIENT hereby agrees to defend, to pay, and to indemnify the COUNTY from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this agreement.

#### 8.12 Lobbying Restrictions

SUBRECIPIENT certifies that, to the best of its knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and It will require that the language of this Paragraph 8.12 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 8.13 Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

#### 8.14 SAM Registration and FFATA Compliance

The SUBRECIPIENT shall maintain a current registration in the federal System for Award Management ("SAM") database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25 and 2 CFR part 170. In doing so, Subrecipients are also required to obtain and Unique Entity Identification number and Cage Code number. If Subrecipient is not currently registered, it must do so within ten (10) days of the date Subrecipient executes this Agreement. A Unique Entity Identification (UEI) Number (<https://sam.gov/content/home>) is required for registration. Subrecipient must also comply with FFATA, which includes requirements on executive compensation, and implementing regulations in 2 CFR part 170, which includes requirements on reporting subaward and executive compensation information. Subrecipient shall complete and sign the Affidavit attached hereto as Appendix "C" in conjunction with its execution of this Agreement and provide any supporting documentation, if required

#### 8.15 Violence Against Women Act (VAWA)

If applicable to this project, the SUBRECIPIENT shall comply with the Violence Against Women Act ("VAWA") as it has been most recently authorized. VAWA protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation. On March 15, 2022, President Biden signed into law the Violence Against Women Act Reauthorization Act of 2022 (VAWA 2022), which enhances housing protections for survivors applying for and living in units assisted by HUD programs. VAWA 2022 protects an individual's right to call emergency services and report crime from their homes. The protections also ensure that individuals do not have to fear retaliation from their housing provider for exercising their rights under VAWA or assisting others in doing so, including filing VAWA complaints. For more information about the rights and responsibilities under VAWA, please visit <https://www.hud.gov/vawa>.

#### 8.16 Build America Buy America (BABA)

If applicable to this project, SUBRECIPIENT shall comply with the requirements of the Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52.

#### 8.17 No Coercion for Labor or Services

Concurrently with its execution of this Agreement, the SUBRECIPIENT has executed an affidavit in the form provided in Appendix G which has been signed by an officer or representative of the SUBRECIPIENT under penalty of perjury attesting that the SUBRECIPIENT does not use coercion for labor or services as those terms are defined in Florida Statutes, § 787.06, as that section may be subsequently revised or amended. Failure to provide the required affidavit is a material default of this Agreement. The SUBRECIPIENT shall provide the COUNTY the same type of affidavit upon any renewal or extension of the Agreement as required by Section 787.06.

#### 8.18 Women and Minority Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by

minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

#### ARTICLE IX - NOTICES

- 9.1 SUBRECIPIENT and COUNTY agree that all notices required by this agreement shall be in writing and delivered by U.S. Mail, by messenger or personally delivered to the office of the duly authorized representative of the SUBRECIPIENT or COUNTY as specified herein.

SUBRECIPIENT:  
Kenneth Cassel, Town Manager  
The Town of Dundee  
202 E. Main Street.  
Dundee, FL 33838

COUNTY:  
Jennifer Cooper, HND Manager  
Housing and Neighborhood Development  
1290 Golfview Ave., Suite 167  
Drawer HS04 - P.O. Box 9005  
Bartow, FL 33831-9005

#### ARTICLE X - MODIFICATION

- 10.1 Any program modification requested by SUBRECIPIENT must be requested at least ninety (90) days prior to the end of the term of this agreement. No modification to this agreement shall be binding on either party unless in writing and signed by both parties.
- 10.2 In the event that the Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, the SUBRECIPIENT shall be notified in writing and such notification shall constitute an official amendment.
- 10.3 The COUNTY may, at its discretion and upon provision of proper notice to the SUBRECIPIENT, amend this agreement to conform to changes in federal, state, and/or county guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this agreement.

#### ARTICLE XI - ASSURANCES

- 11.1 SUBRECIPIENT agrees to comply with the provisions of Section 202, Executive Order 11246 and with the guidelines for applicants on equal opportunity obligations for Community Development Block Grants in regard to construction contracts.
- 11.2 SUBRECIPIENT agrees that it will comply with the following assurances:
- a. The SUBRECIPIENT agrees to comply with all applicable federal, state, and county laws, ordinances, codes and regulations. Any conflict or inconsistency between the above federal, state or county guidelines and regulations and this agreement shall be resolved in favor of the more restrictive regulations.
  - b. In accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the SUBRECIPIENT receives federal financial assistance.
  - c. In accordance with 24 CFR 570.505, property acquired or improved in whole or in part using CDBG funds in excess of \$25,000.00 must be used as intended from the date CDBG funds are first spent until five (5) years after the closeout of the COUNTY participation in the CDBG program. Any transfer of the property or structure shall also be bound.

- d. If applicable, SUBRECIPIENT shall inform affected persons of the benefits, policies, and procedures provided for under HUD regulations.
- e. SUBRECIPIENT shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Should such possible conflicts, real or apparent, arise, the SUBRECIPIENT shall disclose such situations to the COUNTY and the County Attorney's Office for review.
- f. The SUBRECIPIENT agrees further that it shall be bound by the standard terms and conditions used in the grant agreement between HUD and COUNTY and such other rules, regulations or requirements as HUD may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this agreement by the parties hereto.
- g. In accordance with the Drug Free Workplace Act of 1988, the SUBRECIPIENT certifies that it has a policy designed to ensure that the SUBRECIPIENT's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.
- h. In compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- i. This contract may be terminated at the option of the COUNTY if SUBRECIPIENT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

## **ARTICLE XII - FINANCIAL RESPONSIBILITY**

Subrecipients and subcontractors must comply with all applicable federal regulations governing the use of CDBG funds to include the regulations located at 2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which applies to the CDBG funds as now in effect (inclusive of applicable 2024 revisions to Part 200), and as may be amended from time to time.

- 12.1 SUBRECIPIENT gives the COUNTY, HUD, and the Inspector General, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the project.
- 12.2 SUBRECIPIENT agrees to maintain books, records, and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this agreement.
- 12.3 SUBRECIPIENT further agrees to provide for audit purposes (upon request) all files, records and documents pertaining to related activities and clientele demographic data contained in this agreement.
- 12.4 Any funds expended in violation of this agreement shall be refunded in full from nonfederal resources.
- 12.5 Funding authorization through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this agreement. In the event material progress is not evidenced nor commenced within the time limitations of this agreement, as determined by the COUNTY, the COUNTY may terminate this contract.

- 12.6 All funds not expended a result of the aforementioned deficiency of significant material progress or returned as a result of expiration and subsequent termination of the original funding agreement shall be used by the COUNTY at its discretion for reallocation to other eligible CDBG activities.
- 12.7 Income over and above general maintenance and operating expenses generated as a result of receipt of Community Development Block Grant funds shall be returned to the COUNTY.
- 12.8 The COUNTY shall have the right to audit and monitor any program income as a result of a Community Development Block Grant activity.
- 12.9 The Subrecipient shall comply with 2 CFR part 200 Subpart F – Audits. In accordance with 2 CFR §200.510, shall prepare financial statements and a schedule of expenditures of federal awards. The Subrecipient shall provide the County with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.
- a) In addition, if expending more than \$1,000,000 of Federal awards during an operating year, the Subrecipient shall comply with the audit provisions contained in 2 CFR 200 subpart F and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. The Subrecipient shall submit its annual audit to the County and within one hundred twenty (120) days of the end of the Subrecipient's fiscal year. The Subrecipient must clear any deficiencies noted in the audit reports within 30 days after receipt of any noted deficiencies. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the County of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after the County has notified the Subrecipient of such non-compliance. Any reimbursement by the Subrecipient shall not preclude the County from taking any other action or pursuing other remedies. Failure to comply with these audit requirements constitutes a violation of the Agreement and may result in the withholding of future payments. If the Subrecipient expends less than \$1,000,000 in federal awards during its fiscal year, they are exempt from this requirement, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of HUD, the County, or GAO.
- 12.10 Program income (defined at 24 CFR 570.500) derived from the project, if any, shall revert to the COUNTY for use in the Community Development Block Grant program. If SUBRECIPIENT executes an Assignment of Proceeds and Grant of Lien to the COUNTY specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this contract.

### **ARTICLE XIII - EVALUATION AND MONITORING**

- 13.1 The SUBRECIPIENT agrees that the COUNTY shall carry out periodic monitoring and evaluation activities without notice as determined necessary by the COUNTY. This agreement is dependent upon satisfactory monitoring and evaluation of activities and other performance measures, including, but not limited to the terms of this agreement, comparisons of planned versus actual progress relating to project scheduling, budget, and output measures. The SUBRECIPIENT agrees to furnish upon request to the COUNTY or its designees and make copies and/or transcriptions of such records and information as is determined necessary by the COUNTY. The SUBRECIPIENT shall submit, upon the request of the COUNTY, information and status reports and any other inspection reports required by the COUNTY or HUD on forms approved by the COUNTY.
- 13.2 A sample monitoring instrument attached as Appendix G contains but is not limited to the minimum monitoring measures to be used by the COUNTY. Other measures may also be utilized.

## ARTICLE XIV - UNIFORM ADMINISTRATIVE REQUIREMENTS

### GOVERNMENTAL AGENCIES

#### 14.0 Applicability of and cross reference to 2 CFR part 200.

(a) Federal awards with State, local and Indian tribal governments are subject to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200.

14.1 As applicable Governmental Subrecipients shall comply with 2 cfr Part 200 - "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (inclusive of applicable 2024 revisions to Part 200), as the same may be amended from time to time:

- Subpart A - Acronyms and Definitions
- Subpart B - General Provisions
- Subpart C - Pre-Federal Award Requirements and Contents of Federal Awards
- Subpart D - Post Federal Award Requirements
- Subpart E - Cost Principles
- Subpart F - Audit Requirements
- Appendix I to Part 200 - Full Text of Notice of Funding Opportunity
- Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
- Appendix III to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
- Appendix IV to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
- Appendix V to Part 200 - State/Local Government wide Central Service Cost Allocation Plans
- Appendix VI to Part 200 - Public Assistance Cost Allocation Plans
- Appendix VII to Part 200 - States and Local Government and Indian Tribe Indirect Cost Proposals
- Appendix VIII to Part 200 - Nonprofit Organizations Exempted from Subpart E - Cost Principles of Part 200
- Appendix IX to Part 200 - Hospital Cost Principles
- Appendix X to Part 200 - Data Collection Form (Form SF-SAC)
- Appendix XI to Part 200 - Compliance Supplement
- Appendix XII to Part 200 - Award Term and Condition for Recipient Integrity and Performance Matters

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### **NON-GOVERNMENTAL AGENCIES**

14.2 Non-Governmental Subrecipients shall comply with the requirements and standards of Allowable Costs/Cost Principles 2 cfr part 225/OMB Circular A-87; 2 cfr part 220/OMB Circular A-21; 2 CRF part 230/OMB Circular A-122 and 2 cfr part 215 Procurement.

The requirements for equipment and real property are contained in 2 cfr section 200.313 (equipment), 2 cfr section 200.311 (real property), 48 cfr section 52.245-1 (equipment and real property), program legislation, Federal awarding agency regulations, and the terms and conditions of the Federal award.

Program income is gross income earned by a non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance (unless there is a requirement for disposition of program income after the end of the period of performance as provided in 2 cfr section 200.307(f)).

Program income (2 cfr section 200.80) includes, but is not limited to income from:

- Fees for services performed,
- The use or rental of real or personal property acquired under Federal awards,
- The sale of commodities or items fabricated under Federal awards,
- License fees and royalties on patents and copyrights, except as provided below, and
- Principal and interest on loans made with Federal award funds.

### **ARTICLE XV - CONFLICT OF INTEREST**

15.1 In the procurement of services by the SUBRECIPIENT, the Conflict of Interest provision in Section 200.112 and 2 CFR 215 Procurement shall be adhered to as applicable.

### **ARTICLE XVI - OTHER FEDERAL REQUIREMENTS**

16.1 The SUBRECIPIENT shall carry out each activity in compliance with all applicable Federal laws and regulations as described below:

- Public Law 88.352 - Title VI of the Civil Rights Act of 1964
- Public Law 90.284 - Title VIII of the Civil Rights Act of 1968
- Executive Order 11063 as amended by Executive Order 12259
- Section 109 of the Act
- Labor Standards
- National Flood Insurance Program
- Relocation and Acquisition
- Employment and Contracting Opportunities;
- Executive Order 11246 (41 CFR Chapter 60)
- Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 17010)
- Lead-Based Paint
- Use of Debarred, Suspended or Ineligible Contractors or Subrecipients
- Displacement
- Conditions for Religious Organizations
- Non-Discrimination Base on Handicap
- Section 504 of the Rehabilitation Act of 1973
- Architectural Barriers Act of 1963
- Environmental Protection Agency Regulations.

## ARTICLE XVII - GENERAL PROVISIONS

17.1 The SUBRECIPIENT agrees to abide by the provision of Chapter 112.3135, Florida Statutes, pertaining to Nepotism in their performance under this agreement. The SUBRECIPIENT also agrees to abide by Chapter 119, Public Records, of the Florida Statutes, as the same may be amended or restated during the term of this agreement to include without limitation, the following:

a. Compliance. The SUBRECIPIENT acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and to comply in the handling of the materials created under this Agreement. The SUBRECIPIENT further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the SUBRECIPIENT shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all Applicable Laws.

b. Obligations. Without in any manner limiting the generality of the foregoing, to the extent applicable, the SUBRECIPIENT acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

I. keep and maintain public records required by the COUNTY to perform the services required under this Agreement;

II. upon request from the COUNTY's Custodian of Public Records or his/her designee, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

III. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement and following completion of its term if the SUBRECIPIENT does not transfer the records to the COUNTY; and

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

c. Contact. **IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIASION OFFICER**

**POLK COUNTY**

**330 WEST CHURCH ST.**

**BARTOW, FL 33830**

**TELEPHONE: (863) 534-7532**

**EMAIL: [RMLO@POLK-COUNTY.NET](mailto:RMLO@POLK-COUNTY.NET)**

- 17.2 If applicable, SUBRECIPIENT agrees to comply with Section 286.011, F.S., relating to public meetings and records, and chapter 119 F.S., relevant to public records.
- 17.3 **If applicable**, the SUBRECIPIENT attests that the COUNTY's procurement requirements were adhered to in the procurement of goods and services purchased pursuant to this contract.
- 17.4 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 17.5 The SUBRECIPIENT shall assure that records regarding project requirements that apply for the duration of the agreement, the written agreement, and inspection and monitoring reports will be retained for a period of five years. The SUBRECIPIENT shall also assure if any litigation, claim, negotiation, audit, or other action has been started before the expiration of the above mentioned five year term, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five year period, whichever is later.
- 17.6 The COUNTY and SUBRECIPIENT agree that all activities shall be governed in all respects by the laws of the State of Florida, venue in the courts of Polk County, State of Florida.
- 17.7 All notices required by this agreement shall be in writing.
- 17.8 Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, Retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.
- 17.9 If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected. Thereby and all other parts of this agreement shall nevertheless be in full force and effect.
- 17.10 This agreement constitutes the entire agreement between the COUNTY and the Subrecipient for the use of funds received under this agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the Subrecipient with respect to this agreement.
- 17.11 The Subrecipient shall comply with the requirements of Florida Statutes, Section 448.095, Employment Eligibility. Prior to entering this Agreement, Subrecipient shall execute and deliver to the County the Employment Eligibility Certification attached as Appendix D to the Agreement.
- 17.12 The Subrecipient will be responsible to establish and maintain effective internal controls in accordance with 2 CFR Section 200.303 to include without limitation taking all applicable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information.
- 17.13 As required by 2 CFR Section 200.217, the Subrecipient shall inform its employees in writing of the employees' whistleblower rights and protections under 41 U. S. C. 4712.

**ARTICLE XVIII - INSURANCE AND BOND**

- 18.1 In accordance with s. 768.28 Florida Statutes, the waiver of sovereign immunity in tort actions; recovery limits; limitation on attorney fees; statute of limitations; exclusions; indemnification; risk management programs is applicable to this agreement.

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The undersigned person signing as an officer on behalf of the SUBRECIPIENT, a party to this agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said SUBRECIPIENT and to bind the same to this agreement, and, further that said SUBRECIPIENT has authority to enter into this agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this agreement.

IN WITNESS WHEREOF the parties hereto duly execute this agreement as of the day and year first written above.

ATTEST  
STACY M. BUTTERFIELD, CLERK

POLK COUNTY, FLORIDA

Eric Valle  
Clerk

William D. Beasley  
William D. Beasley, County Manager



DATE: 3/3/2026

DATE: 3/2/2026

SUBRECIPIENT - THE TOWN OF DUNDEE

Johnathan Uno  
Witness

Kenneth Cassel  
Kenneth Cassel, Town Manager

DATE: 1/16/2026

DATE: 1/16/2026

Reviewed as to form and legal sufficiency

Heather Bryan  
County Attorney's Office

3/5/2026  
Date

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 16<sup>th</sup> day of January, 2026, by Kenneth Cassel Town Manager (title of officer) of Town of Dundee (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)

Erica Anderson  
Notary Public  
Print Name Erica Anderson

My Commission Expires 11/25/2028

**SCOPE OF SERVICES  
FOR  
THE TOWN OF DUNDEE  
(Dundee Community Center)  
Deadline 9/30/2026**

I. The projects will be located at 603 Lake Marie Blvd, Dundee, FL 33838

The Town of Dundee will enhance access to the cities Community Center. The Community Center serves as a vital hub for various events and activities hosting numerous special events, holiday observances, and celebrations. While the center is available to citizens of all ages, the facility is frequently utilized by the Seniors Group and Summer Camps.

Community Development Block Grant (CDBG) funds will be used to upgrade and transition the facility's lighting system from fluorescent to energy-efficient LED fixtures in eight rooms. Additionally, funds will be used to resurface the asphalt driveway and parking areas in an effort to enhance safety and accessibility.

The Town of Dundee will use CDBG funds for the above activities in an amount not to exceed **\$62,568.98**.

II. Each invoice submitted for reimbursement must be accompanied with proper documentation as set forth in Appendix F. Failure to provide sufficient documentation will delay the processing of the request until such information is received.

The Davis-Bacon Act and Section 3 requirements will be enforced if applicable.

The Subrecipient will follow their procurement procedures providing copies of quotes or bids and forward to Housing and Neighborhood Development.

III. **PERFORMANCE MEASURES**

Outcome/Objective Specific Annual Objectives	Matrix Code	Performance Indicators	Year	Clients Served
In FY 2025-2026, the CDBG program will allocate <b>\$62,568.98</b> to The Town of Dundee to upgrade the facilities lighting system and the resurfacing of the asphalt driveway and parking areas at the community center.	03E	The upgrade of the facility lighting system and resurfacing of the asphalt driveway and parking areas.	25-26	3,375

### SCOPE OF SERVICES CONTINUED

#### III. Other Requirements:

- A. Prior to rehabilitation/construction, Housing and Neighborhood Development staff will review and approve specifications and cost allocations.
- B. The SUBRECIPIENT shall include in all advertising and/or promotion a statement that whole or partial funding of the project is supplied by Polk County Community Development Block Grant Public Facility funds, or wording to that effect.
- C. The Subrecipients must maintain documentation that ensures eligibility and compliance with a national objective, Davis Bacon and Section 3 requirements of the CDBG program.
- D. The Scope of Service may not be changed or modified without prior written approval received by the COUNTY.
- E. Provide account numbers and contract numbers on all correspondence, pay requests, and documents pertaining to this project.
- F. Should the SUBRECIPIENT fail to meet the program requirements and contract deadline or fail to provide required reimbursable documents stated in Appendix F, the COUNTY reserves the rights to terminate this agreement in accordance with Section 4.6.

#### IV. SUBRECIPIENT INFORMATION

Address:

The Town of Dundee  
202 E. Main Street.  
Dundee, FL 33838

Contact Person:

Name: Tracy Mercer  
Title: Utilities and Special Projects Director  
Phone: (863) 438-8330 EXT. 242  
Email: Tmercerc@townofdundee.com

#### V. RECIPIENT INFORMATION

Address:

Housing and Neighborhood Development  
P.O. Box 9005  
Drawer HS04  
Bartow, FL 33831-9005

Contact Person:

Name: Jennifer Cooper  
Title: HND Manager  
Phone: (863) 534-5209  
Email: JenniferCooper@polk-county.ner

**BUDGET**

The SUBRECIPIENT shall adhere to the following budget in carrying out this agreement. **LINE ITEMS MAY NOT BE ADDED** to the budget during the term of this agreement.

<b>Budget</b>	
Labor Costs	\$ 31,284.49
Supplies & Materials	\$ 31,284.49
<b>Total Budget:</b>	<b>\$ 62,568.98</b>

The SUBRECIPIENT may request **PRIOR** approval for Budget line-item shifts. Requests for line-item shifts shall be granted by the Polk County Housing and Neighborhood Development (HND) as it deems reasonable and necessary for the performance of Services and shall not be deemed approved unless given **IN WRITING** by HND.

**(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)**

REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: DUNDEE COMMUNITY CENTER

SUBRECIPIENT: THE TOWN OF DUNDEE

PAYROLL (Must have authorized timesheets and payroll information): \$ \_\_\_\_\_

INVOICES (Attach all relevant invoices relevant and copies of disbursed checks):  
\$ \_\_\_\_\_

EQUIPMENT (Office, etc., along with procurement information): \$ \_\_\_\_\_

OTHER CONTRACTS (Provide copies of contracts using CDBG funds): \$ \_\_\_\_\_

REIMBURSEMENT REQUEST TOTAL: \$ \_\_\_\_\_

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U. S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

FOR CDBG USE ONLY

10240	340553073	5882020	M250001	2025-2026
Fund #	Cost Center #	Account #	Contract #	Funding Year

**VENDOR / INVOICE FORM FOR CDBG FUNDS**

To: POLK COUNTY HOUSING AND NEIGHBORHOOD DEVELOPMENT

From: THE TOWN OF DUNDEE

Project: DUNDEE COMMUNITY CENTER

Paid Invoices (Period Covered) from \_\_\_\_\_ To \_\_\_\_\_

List Each Invoice #	Check Number	Vendor Names	Project Total on Invoice
TOTAL			

IN-KIND CONTRIBUTIONS [report if applicable]: Contributions used in completion of project using other than CDBG funds [e.g., labor, materials, financial contributions, etc.]

ITEM(S) OR SERVICE(S)	VALUE

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U. S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

\_\_\_\_\_  
Signature and Title \_\_\_\_\_  
Date

SPECIAL NOTE: ALL invoices and checks listed above must be attached (as well as any bidding information and contracts).

**ALL COPIES MUST BE LEGIBLE AND REPRODUCIBLE.**

PAGE # \_\_\_ OF \_\_\_

**FOR CDBG USE ONLY**

10240      340553073      5882020      M250001      2025-2026  
Fund #      Cost Center #      Account #      Contract #      Funding Year

**AFFIDAVIT****Federal Funding Accountability and Transparency Act (FFATA)**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov).

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on [www.USASpending.gov](http://www.USASpending.gov) associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the County to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

**AFFIDAVIT**

I, Kenneth G Cassel (print name), hereby swear or affirm that:

I have read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

I attest that Town of Dundee (agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

I attest that \_\_\_\_\_ (agency name) **does** meet the above threshold\* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

\*If agency meets the above threshold, the agency MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

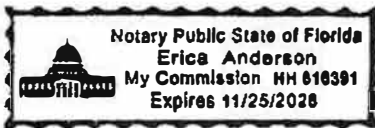
Kenneth G Cassel Town Manager  
Signature of President/Executive Director/Board Chair

Kenneth G Cassel  
Printed Name of President/Executive Director/Board Chair

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 16th day of January, 2026, by Kenneth Cassel as Town Manager (title of officer) of Town of Dundee (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)



Erica Anderson  
Notary Public Erica Anderson  
Print Name Erica  
My Commission Expires 11/25/2028

**EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION**  
(Florida Statutes, Section 448.095)

PROJECT NAME: THE TOWN OF DUNDEE for DUNDEE COMMUNITY CENTER

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 16 day of January, 2026.

ATTEST:

By: [Signature]  
PRINTED NAME: Erica Andersen  
Title: Town Clerk

SUBRECIPIENT:

By: [Signature]  
PRINTED NAME: Kenneth G Cassel  
Title: Town Manager

**APPENDIX E**

**ESTIMATED TIMELINE (MONTHLY REPORT) FOR CDBG FUNDS**

**SUBRECIPIENT: THE TOWN OF DUNDEE**

**PROJECT: DUNDEE COMMUNITY CENTER**

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

\_\_\_\_\_ **REPORT PERIOD** \_\_\_\_\_ **THRU** \_\_\_\_\_

**Signature**

Activity	Start Date	Completion Date

Attach narrative documentation for all activities, if applicable.

[Goals and accomplishments reported must be measurable and specific to activities outlined in the Scope of Services.]

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U. S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

**PROJECT GOALS FOR NEXT REPORTING PERIOD:**

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**FOR CDBG USE ONLY**

<u>10240</u>	<u>340553073</u>	<u>5882020</u>	<u>M250001</u>	<u>2025-2026</u>
<b>Fund #</b>	<b>Cost Center #</b>	<b>Account #</b>	<b>Contract #</b>	<b>Funding Year</b>

## Construction Required Reimbursement Checklist

\* Reimbursement requests will not be processed until all applicable documents are submitted and checklist is signed.

Documents Needed	Yes	No	NA	Comments
Appendix B Page 2 & 3				
Vendor/Contractor Invoice (s)				
Canceled Check(s) /Full Credit Card/ Bank Statement(s)				
Purchasing Policies and Procedures				
Copy of Board Approval Minutes/Agenda for Project				
Copy of Request for Bid, Public Advertisement, Letter or Solicitation for Professional Service				
Bid Tabulation Sheet				
Copies of ALL Professional Service Proposal/Contractors Bid/ Professional Quote				
Copy of Current Certificate of Insurance and/or Bond				
SAMs Report (all contractors must have a UEI #)				
Copy of Award Letter				
Copy of Contract Between Owner and Contractor/Vendor				
Copy of Notice to Proceed				
Copy of Design Drawing and/or Specifications				
Copy of Preconstruction Minutes & Sign in sheets				
List of all Subcontractors (Company's name, address, trade).				
Certificate of Completion Form				
Copy of Permit Card- FINAL				
Monthly Status Reports				
Compliance Form (For HND internal use only)				

All applicable documents for this project have been checked and verified.

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date

<b>MONITORING CHECKLIST</b>
<p>The information contained in this Monitoring Checklist/Report is for the purpose of internal quality control. The information does not represent the outcome of an audit by such agencies as HUD, DOT, DOEA, etc. Various state and federal agencies use similar terminology but often with differing definitions. Terms as used in this Checklist/Report are defined as follows:</p> <p><b>Finding:</b> Apparent non-compliance with a regulation, contractual requirement, or policy. <i>(A Finding will reference the applicable authority [Rule, contract section, policy date or section].)</i></p> <p><b>Concern:</b> Condition that if uncorrected, may develop into a Finding.</p>

**SUBRECIPIENT:** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

**PROGRAM:**       CDBG       ESG       OTHER: \_\_\_\_\_

	YES	NO	N/A
<b>SECTION 1: ORGANIZATION &amp; PROGRAM FILES</b>			
<i>Are the following files located in a central location?</i>			
Complete Program Application for Current Funding Year?			
Current Articles of Incorporation?			
Current Roster of Board of Directors?			
Current Organizational Chart?			
Copy of 501(C)(3) Federal Tax-Exempt Letter?			
Copy of Current Certificate of Insurance (COI)?			
Is the County listed as an additional insured party?			
Copies of all safety reports (fire, food, health, etc)?			
Funding Letter for Current Fiscal Year?			
Fully Executed Contract?			
Fully Executed Amendments?			
Copy Pertinent Email Correspondence Between County & Subrecipient?			
<b>NOTES</b>			

	YES	NO	N/A
<b>SECTION 2: Client Files</b>			
<i>Review five client files and confirm the following documentation was within each file.</i>			
<b>CLIENT 1:</b>			
Program Application			
Valid ID (Included for ALL Household Members 18+)			
Social Security Card (Included for ALL Household Members)			
Income Verification			
Documentation of Eligibility			
Copy of Client Notes			
Documentation of Services Received			
<b>NOTES</b>			
<b>CLIENT 2:</b>			
Program Application			
Valid ID (Included for ALL Household Members 18+)			
Social Security Card (Included for ALL Household Members)			
Income Verification			
Documentation of Eligibility			
Copy of Client Notes			
Documentation of Services Received			
<b>NOTES</b>			
<b>CLIENT 3:</b>			
Program Application			
Valid ID (Included for ALL Household Members 18+)			
Social Security Card (Included for ALL Household Members)			
Income Verification			
Documentation of Eligibility			
Copy of Client Notes			
Documentation of Services Received			
<b>NOTES</b>			

<b>CLIENT 4:</b>			
Program Application			
Valid ID (Included for ALL Household Members 18+)			
Social Security Card (Included for ALL Household Members)			
Income Verification			
Documentation of Eligibility			
Copy of Client Notes			
Documentation of Services Received			
<b>NOTES</b>			
<b>CLIENT 5:</b>			
Program Application			
Valid ID (Included for ALL Household Members 18+)			
Social Security Card (Included for ALL Household Members)			
Income Verification			
Documentation of Eligibility			
Copy of Client Notes			
Documentation of Services Received			
<b>NOTES</b>			
	<b>YES</b>	<b>NO</b>	<b>N/A</b>
<b>SECTION 3: REIMBURSEMENT DOCUMENTATION</b>			
<i>Review three DRAW packets and confirm the following documentation is in each DRAW.</i>			
DRAW Receipt			
Budget Adjustment Request(s) & Approval(s)			
Documentation for Salary Reimbursement			
Canceled Checks			
Appendix B Page 2 & 3			
Complete Bankor Credit Card Statement			
Documentation of Services Rendered			
DRAW 1: Was this DRAW packet complete?			
DRAW 2: Was this DRAW packet complete?			
DRAW 3: Was this DRAW packet complete?			
<b>NOTES</b>			

	YES	NO	N/A
<b>SECTION 4: HND INTERNAL REVIEW</b>			
<i>After reviewing HND's internal files for the Subrecipient, were the following documents found and processes completed in a timely manner?</i>			
Monthly Reports?			
Did the organization communicate in a timely manner?			
Were invoices submitted by monthly due date?			
Were corrections made in a timely manner?			
National Objective/Census Data?			
HUD Certification of Exemption?			
HUD Funding Approval Letter?			
Follow-Up Required?			
<input type="checkbox"/> YES	<input type="checkbox"/> NO		
When?			
<input type="checkbox"/> In-Person	<input type="checkbox"/> Virtually		

\_\_\_\_\_  
Auditor

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Agency Staff

\_\_\_\_\_  
Signature Date

**APPENDIX H**

**AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES**

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

- 1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
- 2. I currently serve as an officer or representative of the Nongovernmental Entity.
- 3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
- 4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I \_\_\_\_\_ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

\_\_\_\_\_  
**NONGOVERNMENTAL ENTITY**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE**

**CLIENT DEMOGRAPHIC REPORT**

*Reported goals and accomplishments must be measurable and specific to activities in Scope of Services.*

**SUBRECIPIENT:**  
**PROJECT:**  
**REPORT COMPLETED BY:**

REPORT PERIOD October 1, 2024 THRU September 30, 2026

Activity or Service Performed	This Period	Year to Date (YTD)	
Total Number of Persons Served			
New Persons Served			
<b>NUMBER OF PERSONS WHO ARE:</b>	<b>This Period</b>	<b>YTD</b>	
MODERATE INCOME			
LOW INCOME			
EXTREMELY LOW INCOME			
NON-LOW-MODERATE			
FEMALE HEAD OF HOUSEHOLD			
DISABLED			
<b>NUMBER OF PERSONS WHO ARE:</b>			
	<b>Non-Hispanic YTD</b>	<b>Hispanic YTD</b>	<b>Total Clients YTD</b>
WHITE			
BLACK/AFRICAN AMERICAN			
ASIAN			
AMERICAN INDIAN/ALASKAN NATIVE			
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER			
AMERICAN INDIAN/ALASKAN NATIVE & WHITE			
ASIAN AND WHITE			
BLACK/AFRICAN AMERICAN & WHITE			
AMERICAN INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AMERICAN			
OTHER MULTIRACIAL			
ASIAN/PACIFIC ISLANDER			

*Attach narrative documentation for all activities, if applicable.*

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE