



TOWN COMMISSION MEETING AGENDA

March 10, 2026 at 6:30 PM

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MARCH 10, 2026

A. MINUTES

- 1. January 13, 2026, TC Meeting Minutes**
- 2. February 10, 2026, TC Meeting Minutes**

PROCLAMATIONS AND PRESENTATIONS

2. PROCLAMATIONS

- 1. WOMEN'S HISTORY MONTH PROCLAMATION**
- 2. WATER CONSERVATION MONTH PROCLAMATION**

- 3. CITRUS CONNECTION PRESENTATION**

APPROVAL OF AGENDA

PUBLIC HEARING

- 1. DISCUSSION & ACTION, ORDINANCE 26-03 TOWN ATTORNEY VOTING REQUIREMENT**

NEW BUSINESS

- 2. DISCUSSION & ACTION, ORDINANCE 26-04, IMPLEMENTING ADMINISTRATIVE APPROVAL OF PLATS**
- 3. DISCUSSION & ACTION ORDINANCE 26-02 WAWA ZONING MAP AMENDMENT**
- 4. DISCUSSION & ACTION, RESOLUTION 26-04 WOODLAND RANCH ESTATES PHASE II WEST FINAL PLAT**
- 5. DISCUSSION & ACTION, RESOLUTION 26-10 BUDGET AMENDMENT FY 2025-2026**
- 6. DISCUSSION & ACTION WAWA SPECIAL EXCEPTION FOR BUSINESS DIRECTIONAL SIGNS**
- 7. DISCUSSION & ACTION, REVIEW OF ZAYYTOBBINN PROMO LLC SPECIAL EVENT APPLICATION**
- 8. DISCUSSION & ACTION, NORTH FLORIDA PYROTECHNICS PIGGYBACK AGREEMENT**
- 9. DISCUSSION, PER DIEM**

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
Department Updates
Town Manager
Commissioners
Mayor

ADJOURNMENT

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

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



Meeting Agenda Coversheet

MEETING DATE:		March 10, 2026		Submitted By: Erica Anderson, Town Clerk	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Approval of the consent agenda			
STAFF RECOMMENDATION: (MOTION READY)		Staff recommends approval of the 3.10.2026 TC Consent Agenda			
SUMMARY and/or JUSTIFICATION:		<p>A. MINUTES</p> <ol style="list-style-type: none"> 1. January 13, 2026 TC Meeting Minutes 2. February 10, 2026 TC Meeting Minutes <p>B. PROCLAMATIONS</p> <ol style="list-style-type: none"> 1. Women's History Month Proclamation 2. Water Conservation Month Proclamation 			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		January 13, 2026, TC Meeting Minutes February 10, 2026 TC Meeting Minutes Women's History Month Proclamation Water Conservation Month Proclamation			
SELECT, if applicable		RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>		N/A			
FISCAL IMPACT (if any):					\$



TOWN COMMISSION MEETING MINUTES

January 13, 2026, at 6:30 PM

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

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

CALL TO ORDER at 6:30 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION led by Commissioner Goddard

RECOGNITION OF SERGEANT AT ARMS Sergeant Frese

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

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Commissioner Wilson

Commissioner Goddard

Commissioner Richardson

Vice-Mayor Quarles

Mayor Pennant

LETTER OF CIVILITY – Presented

1. APPROVAL OF AGENDA

No changes were made to the agenda.

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

Commissioner Richardson moved to approve the agenda with no changes, seconded by Commissioner Goddard.

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

2. APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR JANUARY 13, 2026

The minutes being reviewed include minutes from the following meetings:

A. MINUTES

1. December 09, 2025, Meeting Minutes

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

Commissioner Richardson moved to approve the minutes of December 9, 2025, commission meeting, seconded by Commissioner Goddard.

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

B. AGREEMENTS

1. AIG TankGuard Third Party Liability Renewal

Commissioner Wilson moved to approve the AIG TankGuard Liability Renewal, seconded by Commissioner Goddard.

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

2. Pitney Bowes Lease Renewal

Commissioner Goddard moved to approve the Pitney Bowes Lease Renewal, seconded by Vice Mayor Quarles.

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

3. Florida League of Cities renewal

Commissioner Goddard moved to approve the Florida League of Cities Renewal, seconded by Commissioner Wilson.

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

4. CCOD-MLK Parade Application

Commissioner Goddard moved to approve the CCOD-MLK Parada Application, seconded by Commissioner Wilson.

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

PRESENTATIONS

- 1. 1. CDBG (COMMUNITY DEVELOPMENT BLOCK GRANT) PRESENTATION** – Presented by Utilities and Special Projects Director, Tracy Mercer

2. **2. WATER AND WASTEWATER STUDY PRESENTATION BY RAFTELIS** – Presented by Mike Rocca

3. **3. DUNDEE DEPOT HISTORIC PRESERVATION AWARD** – Presented by the Daughter's of the American Revolution (DAR)

PUBLIC HEARING

4. DISCUSSION & ACTION, ORDINANCE 25-05 ESTES/ESPERANZA PETITION FOR ANNEXATION 2ND READING

Attorney Murphy read the ordinance title into the record. Town Manager Cassel provided the analysis.

This item was introduced by Heather E. Wertz of Absolute Engineering, Inc. Ordinance 25-05 extends the corporate limits of the Town of Dundee, Florida, to include parcel number 27-29-01-000000-012000 consisting of 40+/- acres which lies contiguous and adjacent to the present boundaries of the Town. The parcel in this petition for annexation is part of the Estes/Esperanza subdivision which is 638.76+/- acres Approval of this annexation preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the Town of Dundee 2030 Comprehensive Plan policies, goals, and objectives

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

Vice Mayor Quarles moved to approve Ordinance 25-05 on second reading. The motion was seconded by Commissioner Goddard.

Voting in favor: Commissioner Goddard, Commissioner Wilson, Commissioner Richardsson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

5. DISCUSSION & ACTION, ORDINANCE 25-07 LEGISLATIVE MILESTONE INSPECTION(S) 2ND READING

Attorney Murphy read the ordinance title into the record. Town Manager Cassel provided the analysis.

Recent amendments to Florida Statutes, specifically §553.889(11) (2025), require local governments to establish procedures ensuring that condominium and cooperative buildings subject to mandatory structural inspections commence or schedule necessary repairs within certain statutory timeframes. These requirements were adopted statewide to improve building safety, ensure timely remediation of structural deficiencies, and prevent failures associated with substantial structural deterioration.

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

Commissioner Wilson moved to approve Ordinance 25-07 on second reading. The motion was seconded by Vice Mayor Quarles.

Voting in favor: Commissioner Goddard, Commissioner Wilson, Commissioner Richardsson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

**6. 4. DISCUSSION & ACTION, ORDINANCE 25-08 CERTIFIED RECOVERY RESIDENCE(S)
2ND READING**

Attorney Murphy read the ordinance title into the record. Town Manager Cassel provided the analysis.

The proposed ordinance fulfills the Town of Dundee's obligation to implement these provisions by creating Article VII, Chapter 14 of the Town's Code of Ordinances. The new article outlines procedures for reviewing and processing reasonable accommodation requests and establishes standards for certified recovery residences operating within the Town. The ordinance also includes provisions related to conflicts, severability, administrative correction of scrivener's errors, codification, and the required business impact estimate.

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

Commissioner Wilson moved to approve Ordinance 25-08 on second reading. The motion was seconded by Vice Mayor Quarles.

Voting in favor: Commissioner Goddard, Commissioner Wilson, Commissioner Richardsson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

7. 4. DISCUSSION & ACTION, ORDINANCE 25-09 POTABLE WATER ERC(S) 2ND READING

Attorney Murphy read the ordinance title into the record. Town Manager Cassel provided the analysis.

The proposed ordinance amends Sections 54-3 and 54-8 of the Town of Dundee Code of Ordinances and Article 9 of the Land Development Code to revise the Town's ERC definitions, calculations, and application procedures. These amendments ensure more accurate evaluation of water system impacts associated with new development, redevelopment, and capital planning. The ordinance also updates applicable cross-references and incorporates new statutory or regulatory considerations.

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

Commissioner Goddard moved to approve Ordinance 25-09 on second reading. The motion was seconded by Vice Mayor Quarles.

Voting in favor: Commissioner Goddard, Commissioner Wilson, Commissioner Richardsson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

NEW BUSINESS

8. DISCUSSION & ACTION, ORDINANCE 26-01, WATER AND SEWER RATE STUDY

Attorney Murphy read the ordinance title into the record. Town Manager Cassel provided the analysis.

The proposed ordinance amends Sections 54-3 and 54-8 of the Town of Dundee Code of Ordinances and Article 9 of the Land Development Code to revise the Town's ERC definitions, calculations, and application procedures. These amendments ensure more accurate evaluation of water system impacts associated with new development, redevelopment, and capital planning. The ordinance also updates applicable cross-references and incorporates new statutory or regulatory considerations.

Mayor Pennant opened the floor for public comment; the following persons spoke before the commission.

Michelle Thompson asked for clarification of the ordinance.

Ray Hunt inquired about the town's current budget.

Julia Hunt asked for an update on previous residents not paying for water.

Alethea Pugh asked how the town plans to recover financially.

Commissioner Richardson stated she would like Mr. Hunts' concerns to be addressed.

Michelle Thompson further expressed her concerns on moving forward with the ordinance.

Mayor Pennant closed the floor.

Commissioner Wilson moved to approve Ordinance 26-01 on first reading. The motion was seconded by Commissioner Goddard.

Voting in favor: Commissioner Goddard, Commissioner Wilson, Commissioner Richardsson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

9. DISCUSSION & ACTION, RESOLUTION 25-40 HILLCREST AVENUE RIGHT-OF-WAY VACATION

Attorney Murphy read the resolution title into record. Development Services Director, Peterson presented the analysis.

This item was introduced by Crow Investments LLC for a Right-of-Way Vacation. This request seeks to vacate portions of specific unopen, unpaved, and unimproved portion as depicted in plat book 20, page 4 of the public records of Polk County, Florida, that lies along the above-described corridor. That part of Section 21, Township 28 South, Range 27 East, Polk County Florida. Approval of this Right-of-Way preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the Town of Dundee 2030 Comprehensive Plan policies, goals, and objectives.

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

Commissioner Goddard moved to approve Resolution 25-40 with conditions that the engineer review the legal descriptions. The motion was seconded by Vice Mayor Quarles.

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

The motion passed unanimously.

10. DISCUSSION & ACTION, PURCHASE OF SANITATION GARBAGE CARTS FOR INVENTORY RESTOCK

Public Works Director, Vice presented the analysis.

The Public Works Sanitation Department is requesting approval to purchase 150 (95-gallon) garbage carts to replenish inventory for the replacement of damaged carts and to accommodate new development. Staff recommend purchasing the carts from Cascade Cart Solutions at a total cost of \$9,610.00, with an estimated four (4) week delivery lead time.

Commissioner Richardson stated for the record that Human Resources Director should not sign in place of the Finance Director.

Town Manager Cassel stated for the record, moving forward it would only be his and Director Vice's signature used for approval.

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

Vice Mayor Quarles moved to approve the purchase of sanitation garbage carts for inventory restoration with the stipulation that the Human Resources Director's signature would be removed. The motion was seconded by Commissioner Wilson.

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

The motion passed unanimously.

11. DISCUSSION & ACTION, DEVELOPMENT SERVICES BUILDING A/C REPLACEMENT

Public Works Director, Vice presented the analysis.

Staff is asking for approval to replace the 4 Tin A/C unit at the development services building. The facility has 3 A/C units and the unit needing replacement cools and heats the lobby and office areas. The coils are dry rotted and falling apart. This replacement was not a budgeted item but will need to be replaced before entering the summer months.

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

Commissioner Goddard moved to approve the development services building A/C replacement. The motion was seconded by Commissioner Wilson.

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

The motion passed unanimously.

12. DISCUSSION & ACTION, EVENT STAGE RENTAL CONTRACT

Public Works Director, Vice presented the analysis.

Public Works Director Johnathon Vice is proposing a contract for the rental of the Town of Dundee's mobile event stage, which was purchased in 2024. At the time the stage was approved by staff and the Commission, it was discussed that the Town would allow other municipalities or Polk County to rent the stage, similar to the Town's past practice of renting a stage from Polk County.

Staff has prepared a draft of the proposed rental contract for the Commission's review and approval. Renting the stage would provide an additional revenue source for the Town, and limiting rentals to other municipalities or the County would help ensure the stage is properly handled and protected from damage.

Revenue generated from stage rentals will be allocated to the Town's Parks and Recreation Department.

Mayor Pennant opened the floor for public comment; the following persons spoke before the commission.

Ray Hunt expressed his support for the item, its about working with our neighbors.

Mayor Pennant closed the floor.

Commissioner Goddard moved to approve the event stage rental. The motion was seconded by Commissioner Richardson.

Voting in favor: Commissioner Goddard, Commissioner Wilson, Commissioner Richardsson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

Mayor

Mayor Pennant presented Attorney Murphy of Boswell and Dunlap with a plaque commemorating their 21 years of legal service with the town.

Commissioner Richardson

Mayor Pennant presented Attorney Murphy of Boswell and Dunlap with a token of appreciation for Attorney Seth Claytor.

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

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

REPORTS FROM OFFICERS

Polk County Sheriff's Office – for December 2025.

- 239 total calls for service
- 219 traffic stops
- 24 citations
- 1722 community contacts
- 66 (inaudible)

Dundee Fire Department – Year to date 1149 calls for service

- 47 rescues
- 110 calls for service
- 4 fires
- 14 good intents
- 41 others (false alarms etc.)
- 14 public assists

Town Attorney – No report

Town Manager – Town Manager Cassel provided the following updates.

- The MLK Parade will take place on Sunday, January 18th at 4:00 p.m. with the Prayer Breakfast to take place on Monday, January 19th at 9:00 a.m. at the Community Center.
- The upcoming Ridge League Meeting will take place on Thursday January 15th at 6:00 p.m. in Lake Wales. Please notify the clerk of your RSVP.

Commissioners

Vice Mayor Quarles – Thanked everyone for coming out and thanked Utilities Director Mercer, for securing a grant for the Town.

Commissioner Goddard - Thanked the public for coming out and participating in the meeting. He wished everyone a productive year and thanked Utilities Director Mercer, Development Services Director Peterson, Town Attorney Murphy, and Town Manager Cassel for their hard work.

Commissioner Wilson – Thanked everyone for coming out. She thanked the town attorney's and said she is thankful everyone is here and asked how the town attorney search was going. She thanked staff for all they do. She went on to announce the School Choice open enrollment.

Commissioner Richardson – Thanked everyone for coming out to the meeting and thanked Utilities Director Mercer for the grant awarded to the town. She said her time on the commission has been good and wished everyone a happy new year. She said the Christmas party was great and thanked law enforcement and expressed her support for the new sheriff's station. She went on to inquire about the splash pad to generate funds and further asked for information concerning the town attorney's search. Further, she asked for a consensus of the commission for staff to bring forth an ordinance at the next commission meeting allowing the commission to hire and fire the town attorney by super majority.

Mayor Pennant stated for the record, Boswell and Dunlap were not fired from the Town of Dundee.

Mayor

Mayor Pennant presented Attorney Murphy of Boswell and Dunlap with a plaque commemorating their 21 years of legal service with the town. He thanked those who have served over the past years.

ADJOURNMENT at 8:52 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

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If you are a person with disability who needs any accommodation 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.

DRAFT



TOWN COMMISSION MEETING MINUTES

February 10, 2026, at 6:30 PM

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

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

CALL TO ORDER at 6:30 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION led by Mayor Pennant

RECOGNITION OF SERGEANT AT ARMS Sgt. Frese

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

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Commissioner Goddard

Commissioner Wilson

Commissioner Richardson

Vice-Mayor Quarles

Mayor Pennant

A. APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR FEBRUARY 10, 2026

The following items are presented for approval:

Michelle Thompson Application

Autum Carter Application

Election Agreement

Election Site Agreement

Valencia Ridge Reserve Water Supply Allocation Agreement

Commissioner Richardson moved to approve the consent agenda for February 10, 2026, seconded by Commissioner Goddard.

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

APPROVAL OF AGENDA

Town Attorney Claytor placed Item #17 Labor Attorney Services Contract to the agenda.

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

Commissioner Goddard moved to approve the agenda with changes, seconded by Commissioner Wilson.

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

PROCLAMATIONS AND RECOGNITIONS

1. **INTRODUCTION OF NEW POLK COUNTY SCHOOL BOARD CHAIR - JUSTIN SHARPLESS** – Mr. Sharpless introduced himself to the commission and public.
2. **BLACK HISTORY MONTH PROCLAMATION** – Accepted by Alethea Pugh

Commissioner Wilson moved to approve the Black History Month Proclamation, seconded by Commissioner Goddard.

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

PRESENTATIONS

3. **TOWN ATTORNEY REVIEW & SELECTION** – Attorney presentations include Vose Law Firm, Sabitini Law Firm, and Markeishia Smith Law Firm.
4. **PRESENTATION FROM RIVERA, GORDIMER & COMPANY FY2023-2024 COMPREHENSIVE ANNUAL FINANCE REPORT** – Julie Davis presented the Finance Report to the Commission.

PUBLIC HEARING

5. **DISCUSSION & ACTION, ORDINANCE 26-01, WATER AND SEWER RATE STUDY 2nd READING**

Attorney Claytor read the ordinance title into record. Ted Williams, on behalf of Rafetelis presented the Water and Sewer Rate Study.

In September 2023, the Town Commission directed town staff to commission Raftelis Engineering, Inc., to complete a Water and Sewer Rate Study. The original project budget, dating back to 2023, was for \$40,000.00. Raftelis is requesting a budget adjustment in the amount of \$15,000.00 for additional services which brings the project total budget to \$55,000.00.

The Town Attorney has worked with Raftelis Engineering to draft Ordinance 25-04 to adopt their recommendations. If adopted, the new water and wastewater rates will take effect on March 1, 2026, and further increases will take effect on October 1, 2026.

Mayor Pennant opened the floor for public comments; the following persons spoke before the commission.

Alethea Pugh, Jill Kitto, and Julia Hunt

Mayor Pennant closed

Commissioner Wilson moved to approve Ordinance 26-01 on second reading, seconded by Commissioner Goddard.

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

The motion passed unanimously.

NEW BUSINESS

6. DISCUSSION & ACTION, ORDINANCE 26-03 TOWN ATTORNEY VOTING REQUIREMENT

Attorney Claytor read the ordinance title into the record. Town Manager Cassel provided the analysis.

The Town Commission has expressed a desire to formalize the voting requirement for appointing or removing the Town Attorney to promote stability, continuity, and broad consensus in the Town’s legal representation.

Currently, the Town Charter provides that the Town Attorney is appointed by the Commission; however, the Charter does not specify a supermajority voting threshold. This Ordinance amends the Town of Dundee Code of Ordinances to require that the appointment and/or termination of the Town Attorney be approved by a minimum affirmative vote of four (4) Commissioners.

This action is intended to ensure that decisions regarding the Town’s chief legal advisor reflect strong governing body support and are made with deliberate consideration.

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

A motion to approve Ordinance 26-03 on first reading was made by Vice Mayor Quarles, seconded by Commissioner Richardson.

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

The motion passed unanimously.

7. DISCUSSION & ACTION, RESOLUTION 26-03 VALENCIA RIDGE CSP

Attorney Claytor read the resolution title into the record. Town Manager Cassel provided the analysis.

The applicant has submitted a Certified Subdivision Plan (CSP) for the proposed Valencia Ridge Reserve Subdivision. The Development Services Department has reviewed the plan for compliance with the TC Meeting Minutes, February 10, 2026, at 6:30 p.m.

Town's Land Development Regulations, Comprehensive Plan, engineering standards, and applicable state and local requirements.

Mayor Pennant opened the floor for public comment; the following persons spoke before the commission. Mr. Jaramillo, Michelle Smith, and Mr. Morales

A motion to approve resolution 26-03 Valencia Ridge CSP was made by Commissioner Wilson, seconded by Commissioner Richardson.

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

The motion passed unanimously.

8. DISCUSSION & ACTION, RESOLUTION 26-04 WOODLAND RANCH ESTATES PHASE 2 WEST

A motion to continue this item until March 10, 2026, TC meeting agenda was made by Commissioner Goddard, seconded by Mayor Pennant.

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

The motion passed unanimously.

9. DISCUSSION & ACTION, RESOLUTION 26-05, CALDWELL RIDGE SUBDIVISION PARKS AND RECREATION REQUEST

Attorney Claytor read the resolution title into the record. Town Manager Cassel provided the analysis.

This item was introduced by Raysor Ventures, LLC. A Resolution to obtain Town Commission approval of parks and recreation request related to the proposed Caldwell Ridge Subdivision, on proximately 24+/- acres of land, located on the southwest corner of Lake Hatchineha Road and Caldwell Drive, west of Tyner Road, south of Water Tank Road, east of H.L. Smith Road, Town of Dundee, further described as Polk County property appraiser parcel identification numbers: 27-28-24-000000-013010 and 27-28-24-000000-013020.

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

A motion to approve Resolution 26-05 Caldwell Ridge Subdivision was made by Commissioner Goddard, seconded by Commissioner Wilson.

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

The motion passed unanimously.

10. DISCUSSION & ACTION, RESOLUTION 26-06 ALFORD RIDGE SUBDIVISION CSP

Attorney Claytor read the resolution title into the record. Town Manager Cassel provided the analysis.

The applicant has submitted a Certified Subdivision Plan (CSP) for the proposed Alford Ridge Subdivision. The Development Services Department has completed its review of the plan to ensure consistency with the Town's Comprehensive Plan, Land Development Regulations, engineering standards, and other applicable state and local requirements.

The subdivision proposal includes required infrastructure such as roadways, drainage systems, utilities, and other site improvements necessary to support residential development. As part of the review process, staff has identified specific conditions to ensure full compliance with Town standards and to safeguard public health, safety, and welfare.

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

A motion to approve Resolution 26-06 Alford Ridge Subdivision CSP was made by Vice Mayor Quarles, seconded by Commissioner Richardson.

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

The motion passed unanimously.

11. DISCUSSION & ACTION, RESOLUTION 26-08, MEMORIALIZING DECLARATION OF EMERGENCY FOR PUBLIC FINANCIAL SERVICES

Attorney Claytor read the resolution title into the record. Town Manager Cassel provided the analysis.

The Town has identified an urgent need to secure professional public financial services to ensure continuity of critical fiscal operations, maintain compliance with state and federal reporting requirements, and protect the Town's financial integrity. Due to the time-sensitive nature of these needs, the situation qualifies as an emergency under applicable Florida law and Section 2-159(c)(2) of the Town of Dundee Code of Ordinances, which allows for emergency procurement when immediate action is required.

Staff has identified CliftonLarsonAllen LLP (CLA) as a qualified firm with the expertise and capacity to provide the necessary financial services to the Town during this emergency period.

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

A motion to approve Resolution 26-08 Memorializing a Declaration of Emergency for Public Financial Services was made by Commissioner Richardson, seconded by Commissioner Wilson.

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

The motion passed unanimously.

12. DISCUSSION& ACTION, RESOLUTION 26-09 (LMS) LOCAL MITIGATION STRATEGY HIGHLANDS SPLASH PARK PHASE 1 & 2 WARRANTY

Attorney Claytor read the resolution title into the record. Town Manager Cassel provided the analysis.

The Polk County Multi-Jurisdictional Local Mitigation Strategy (LMS) is a comprehensive, countywide planning document developed in coordination with municipalities, emergency management officials, and regional stakeholders. The LMS identifies hazards, assesses vulnerabilities, and outlines mitigation initiatives designed to reduce long-term risk to people, property, infrastructure, and the environment.

Adoption of the LMS is necessary for the Town to remain eligible for certain state and federal mitigation funding opportunities, including grants administered through the Florida Division of Emergency Management and the Federal Emergency Management Agency (FEMA). Participation in the LMS demonstrates the Town's commitment to proactive disaster planning and resilience.

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

A motion to approve Resolution 26-09 (LMS) Local Mitigation Strategy was made by Commissioner Goddard seconded by Commissioner Wilson.

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

The motion passed unanimously.

13. DISCUSSION & ACTION, APPROVAL OF THE 2026 MUNICIPAL ELECTION CANVASSING BOARD MEMBERS

Town Manager Cassel presented the analysis.

Per Section 18-5 of the Town of Dundee Charter, the Canvassing Board is comprised of the Town Clerk, the Town Attorney, and one Town elector appointed by oral motion of the Town Commission at least 30 days prior to the election.

The Town of Dundee will hold an election on Tuesday, April 7, 2026, for the Mayoral Seat and Town Commission Seats #1 and #3.

The Canvassing Board is required to meet four times: pre-election logic and accuracy testing, election night canvassing of ballots, certification of the election, and the post-election manual audit.

The Town of Dundee Canvassing Board will consist of:

- Erica Anderson, Town Clerk
- Town Attorney - TBD
- Melissa Glogowski, Deputy Town Clerk
- Michelle Thompson, Elector of the Town
- Autum Carter, Alternate Elector of the Town

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

A motion to approve the 2026 Municipal Canvassing Board Members was made by Vice Mayor Quales seconded by Commissioner Goddard.

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

The motion passed unanimously.

14. DISCUSSION & ACTION, RFP 25-05 ROAD PAVING OF CAMP ENDEAVOR BLVD. & LINCOLN AVE.

Publics Works Director John Vice presented this item to the commission.

The Town of Dundee received two proposals for the road paving of Camp Endeavor Blvd. and Lincoln Ave. Two companies submitted responsive bids during the sealed bid process. These companies included EZ Contracting, LLC and Tucker Paving Inc.

The Purchasing Evaluation Committee scored both proposals, and Tucker Paving, Inc. earned an average of 87 points, while EZ Contracting, LLC earned an average of 81 points.

Proposed total costs from each company are as follows:

- EZ Contracting LLC - \$1,554,101.94
- Tucker Paving, Inc. - \$1,454,638.20

Mayor Pennant opened the floor for public comments; the following persons addressed the commission.

Mr. Morales

Mayor Pennant closed the floor for public comment.

A motion to approve RFP 25-05 Road Paving of Camp Endeavor contract for EZ Contracting was made by Vice Mayor Quales seconded by Commissioner Goddard.

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

The motion passed unanimously.

15. DISCUSSION & ACTION, BETTY AVE. STORMWATER IMPROVEMENTS

Publics Works Director John Vice presented this item to the commission.

In 2025, RFP 25-04 for the Betty Avenue Drainage Repairs project was issued to address stormwater and flooding concerns in the MLK Boulevard and Betty Avenue area. Bids were opened on November 26, 2025, and the Town received one bid from Tucker Paving, Inc. in the amount of \$147,824.75. No award was made, as the bid exceeded the project threshold. Following the bid process, staff contacted three contractors to obtain quotes for the required stormwater improvements. These improvements will enhance stormwater runoff and collection and improve safety and quality of life for area residents. Staff recommends approval to hire Odom Contracting to perform the Betty Avenue stormwater improvements. Upon approval, staff will coordinate scheduling and notify impacted residents prior to construction.

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

A motion to approve the Betty Ave. Stormwater Improvements was made by Commissioner Goddard seconded by Commissioner Richardson.

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

The motion passed unanimously.

16. DISCUSSION & ACTION, DEVELOPMENT SERVICES BUILDING CEILING TILE PROJECT

Publics Works Director John Vice presented this item to the commission.

The Public Works Facilities Department is seeking approval to replace ceiling tiles at the Development Services Building (DSB), located at 124 Dundee Road. The Town has experienced a pest issue that has resulted in odors and staining to the existing ceiling tiles.

Staff obtained three quotes for this project and is recommending approval of AAA Ceiling, as they submitted the lowest quote and are able to meet the timeline requested by Town staff.

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

A motion to approve the Development Services Building Ceiling Tile Project was made by Commissioner Richardson seconded by Commissioner Wilson.

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

The motion passed unanimously.

[17. DISCUSSION & ACTION, LABOR ATTORNEY CONTRACT APPROVAL]

This item has been requested by staff for placement on the agenda. The purpose of this item is to seek Commission approval authorizing the Town Manager to negotiate and execute a contract with a qualified Labor Attorney on behalf of the Town Commission.

Approval of this item will allow the Town to secure appropriate legal representation for labor and employment matters, as needed

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

A motion to approve the Town Manager to enter into a contract with a qualified labor attorney for employment matters was made by Commissioner Richardson seconded by Commissioner Wilson.

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

The motion passed unanimously.

TOWN ATTORNEY PRESENTATION, REVIEW & SELECTION

- Vose Law Firm presented to the commission. A motion to select and retain the services of Vose Law Firm was made by Vice Mayor Quarles, the motion died for lack of a second.
- Sabitini Law Firm presented to the commission. A motion to select and retain the services of Sabitini Law Firm was made by Commissioner Goddard, seconded by Mayor Pennant.

Voting in favor: Commissioner Goddard and Mayor Pennant

Voting Nay: Commissioner Wilson, Commissioner Richardson, and Mayor Pennant

The motion failed by a 2-3 vote.

- Markeishia Smith Law Firm presented to the commission. A motion to select and retain the services of Markeishia Smith Law Firm, authorizing the town manager and current attorney to assist in negotiating and executing a representation agreement between Markeishia Smith Law Firm and the Town of Dundee was made by Commissioner Wilson and seconded by Commissioner Richardson.

Voting in favor: Commissioner Wilson, Commissioner Richardson, and Mayor Pennant

Voting Nay: Commissioner Goddard and Vice Mayor Quarles

The motion passed by a 3-2 vote.

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

Mayor Pennant opened the floor for delegations.

REPORTS FROM OFFICERS

Polk County Sheriff's Office – Sgt Frese announced the open house “coffee with the stars” to take place at 9:00 a.m. on Saturday, February 14, 2026, at the Polk County Sheriff ‘s Office substation in Dundee, FL.

Dundee Fire Department – Year to date 132 calls for service, with 94 calls since the last update

- 40 Hazardous Conditions
- 8 fires
- 22 good intents
- 1 rescue
- 3 public assists

Town Attorney – No report

Town Manager – Town Manager Cassel provided the following updates.

- The town will place an administrative hold on any code cases while the code is re-written

Commissioner Goddard – wished Boswell and Dunlap all the best. He thanked CCOD for a great event.

Commissioner Wilson – thanked everyone for coming out and congratulated Markeishia Smith Law Firm. She spoke of her experience at Polk County Day in Tallahassee.

Commissioner Richardson – [Inaudible]

Vice Mayor Quarles – [Inaudible]

Mayor - thanked everyone for coming out before thanking Markeishia Smith Law Firm for being selected as the town attorney.

ADJOURNMENT at 9:52 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

PUBLIC NOTICE: *Please be advised that if you desire to appeal 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 accommodation 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.

PROCLAMATION



WHEREAS, Mercer County recognizes the month of March as Women's History Month, established in 1987 by Congress to celebrate the contributions American women have made to strengthen and lead the nation since its inception; and

WHEREAS, Women's History Month honors women of every race, status and ethnicity who have challenged the social and legal structures that have kept women's labor underappreciated and underrepresented throughout history to establish an equal role for women, ensuring the appreciation and value of equitable labor for future generations; and

WHEREAS, American women have been leaders not only in securing their own rights of suffrage and equal opportunity but also at the forefront of every major progressive social change movement in history, paving the way for future generations to enjoy the unalienable rights, duties and responsibilities afforded equally to all citizens of the United States of America; and

WHEREAS, each woman is extraordinary in her own way, proving that women working inside the home, or outside in academia, science, technology, business, labor, governance and more maintain a critical role in every sphere of society,

NOW, THEREFORE, I, Samuel Pennant, Mayor of the Town of Dundee, do hereby recognize March as

Women's History Month

to honor women everywhere for their outstanding achievements and invaluable contributions to society.

Dated this 10th day of March, 2026

Sam Pennant, Mayor

Attest:

Erica Anderson, Town Clerk

PROCLAMATION



WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, the State of Florida, Water Management Districts and the Town of Dundee are working together to increase awareness about the importance of water conservation; and

WHEREAS, the Town of Dundee and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida’s Water Conservation Month, to educate citizens about how they can help save Florida’s precious water resources; and

WHEREAS, the Town of Dundee has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

NOW, THEREFORE, BE IT RESOLVED that by virtue of the authority vested in me as Mayor of the Town of Dundee, do hereby proclaim the month of April 2026 as

WATER CONSERVATION MONTH

The Town of Dundee, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

Dated this 10th day of March, 2026

Sam Pennant, Mayor

Attest:

Erica Anderson, Town Clerk



Meeting Agenda Coversheet

MEETING DATE:	March 10, 2026	Submitted By: Ken Cassel, Town Manager		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, ORDINANCE 26-03 2 nd READING TOWN ATTORNEY VOTING REQUIREMENT			
STAFF RECOMMENDATION: (MOTION READY)	A motion to approve Ordinance 26-03 Town Attorney Voting Requirement on second reading			
SUMMARY and/or JUSTIFICATION:	<p>The Town Commission has expressed a desire to formalize the voting requirement for appointing or removing the Town Attorney to promote stability, continuity, and broad consensus in the Town's legal representation. Currently, the Town Charter provides that the Town Attorney is appointed by the Commission; however, the Charter does not specify a supermajority voting threshold. This Ordinance amends the Town of Dundee Code of Ordinances to require that the appointment and/or termination of the Town Attorney be approved by a minimum affirmative vote of four (4) Commissioners. This action is intended to ensure that decisions regarding the Town's chief legal advisor reflect strong governing body support and are made with deliberate consideration.</p>			
SELECT, if applicable	AGREEMENT		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Ordinance 26-03 2 nd Reading Exhibit A BIE Business Impact Estimate			
SELECT, if applicable	RESOLUTION:		ORDINANCE: 26-03 2ND Read	X
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <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>	AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO THE ESTABLISHMENT OF A FOUR COMMISSIONER SUPER MAJORITY VOTING REQUIREMENT FOR THE APPOINTMENT AND/OR TERMINATION OF THE TOWN OF DUNDEE TOWN ATTORNEY; CREATING SECTION 2-37, ARTICLE IIA, CHAPTER 2 OF THE CODE OF ORDINANCES, TOWN OF DUNDEE, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE			
FISCAL IMPACT (if any):	There is no fiscal impact as a result of this item		\$0.00	

ORDINANCE NO. 26-03

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO THE ESTABLISHMENT OF A FOUR COMMISSIONER SUPER MAJORITY VOTING REQUIREMENT FOR THE APPOINTMENT AND/OR TERMINATION OF THE TOWN OF DUNDEE TOWN ATTORNEY; CREATING SECTION 2-37, ARTICLE ARTICLE IIA, CHAPTER 2 OF THE CODE OF ORDINANCES, TOWN OF DUNDEE, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Attorney serves as the chief legal advisor to the Town Commission and provides legal services to the Town in furtherance of public interest; and

WHEREAS, the Town Commission is the governing body of the Town of Dundee and is vested with the authority to appoint professional service providers necessary for the operation and governance of the Town, including the Town Attorney; and

WHEREAS, in the interest of transparency, accountability, and consistency in governance, the Town Commission desires to clearly establish the process by which the Town Attorney is appointed and removed; and

WHEREAS, the Town Commission finds it to be in the best interest of the Town that the hiring and termination of the Town Attorney require a heightened majority vote to ensure broad consensus among the elected governing body; and

WHEREAS, pursuant to *Section 2-36(b) of the Code of Ordinances of the Town of Dundee, Florida*, rules of procedure may be amended and/or new rules of procedure may be adopted by ordinance; and

WHEREAS, in the exercise of its legislative authority, the Town Commission has determined it is in the best interests of the health, safety and welfare of the citizens and residents of the Town of Dundee, Florida, and consistent and in accordance with applicable Florida law to amend the *Code of Ordinances of the Town of Dundee, Florida* (the “Code”) by adopting and creating *Section 2-37, Article IIA, Chapter 2 of the Code* relating to voting requirements to appoint and remove the Town of Dundee Town Attorney; and for the repeal or amendment of such provisions; and

WHEREAS, on February 10, 2026, at a duly noticed public meeting, the Town Commission finds that the purpose of this **Ordinance No. 26-03** does not have a financial impact and therefore, no business impact estimate is required to be prepared or posted prior to adoption of this **Ordinance No. 26-03**; and

WHEREAS, on March 10, 2026, at a duly noticed public hearing, the Town Commission determined that this **Ordinance No. 26-03** amending the Code promotes the public health, safety, and general welfare of the community and found that the passage and enactment of this **Ordinance No. 26-03** is consistent with the *Town of Dundee 2030 Comprehensive Plan*; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Ordinance No. 26-03** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this **Ordinance No. 26-03** 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, AS FOLLOWS:

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Ordinance No. 26-03**, and the Town Commission of the Town of Dundee, Florida (the “Town Commission”), hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Ordinance No. 26-03**.

Section 2. Amendment.

The Code of Ordinances, Town of Dundee, Florida (the “Code”) is hereby amended to create *Section 2-37, Article IIA, Chapter 2 of the Code* as set forth in **Exhibit “A”** attached hereto and made a part hereof by reference (provisions deleted are shown as strikethrough and provisions added are shown as underlined).

Section 3. Conflicts.

All ordinances in conflict herewith are hereby repealed but only to the extent necessary to give this **Ordinance No. 26-03** 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 *Code of Ordinances, Town of Dundee, Florida* unless such repeal is explicitly set forth herein.

Section 4. Severability.

The provisions of this **Ordinance No. 26-03** are severable. If any section, subsection, sentence, clause, phrase of this **Ordinance No. 26-03**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Ordinance No. 26-03**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Ordinance No. 26-03** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Ordinance No. 26-03** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Ordinance No. 26-03** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Ordinance No. 26-03**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Ordinance No. 26-03**, 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.

It is the intention of the Town Commission that sections of this **Ordinance No. 26-03** 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 sections of this **Ordinance No. 26-03** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 6. Codification.

It is the intent of the Town Commission that the provisions of Section 2 to this **Ordinance No. 26-03** shall be codified as and become and be made a part of the *Code of Ordinances of the Town of Dundee, Florida*. The implementing sections of this **Ordinance No. 26-03**, Sections 1, 3, 4, 5, and 6, shall not be codified.

Section 7. Business Impact Estimate.

In this instance, this **Ordinance No. 26-03** will not have a direct economic impact on businesses located in the Town of Dundee, Florida, and therefore a business impact estimate is not required for compliance with general law of the State of Florida.

Section 8. Effective Date.

This **Ordinance No. 26-03** shall become effective immediately upon its passage and adoption after Second and Final Reading.

INTRODUCED AND PASSED on first reading with a quorum present and voting at the meeting of the Town of Dundee Town Commission duly assembled held this 10th day of February, 2026.

PASSED AND FINALLY ADOPTED on second reading and adoption public hearing with a quorum present and voting at the meeting of the Town of Dundee Town Commission duly assembled on this 10th day of March, 2026.

TOWN OF DUNDEE, FLORIDA

Sam Penant, Mayor

ATTEST:

Erica Anderson, Town Clerk

Approved as to form:

Markeishia Smith, Town Attorney

**ORDINANCE NO. 26-03
EXHIBIT 'A'**

Provisions being deleted are shown as strikethrough and provisions being added are shown as underlined

CHAPTER 2 – ADMINISTRATION

ARTICLE IIA.– RULES OF PROCEDURE FOR THE TOWN COMMISSION AND ALL
BOARDS, COMMITTEES, AND COMMISSIONSESTABLISHED BY TOWN ORDINANCE
OR TOWN CHARTER

Sec. 2-37. – Appointment and/or termination of Town Attorney.

- a. The appointment and/or termination of the Town of Dundee Town Attorney shall require an affirmative vote of four (4) out of the five (5) members of the Town Commission at a duly noticed public hearing
- b. In addition, this section may not be repealed, amended, modified, or otherwise rescinded except upon the affirmative vote of four (4) out of the five (5) members of the Town Commission at a duly noticed public hearing.

TOWN OF DUNDEE

**EXHIBIT "A"
ORDINANCE 26-03**

Provisions being deleted are shown as ~~striketrough~~ and provisions being added are shown as underlined

CHAPTER 2 – ADMINISTRATION

ARTICLE IIA. – RULES OF PROCEDURE FOR THE TOWN COMMISSION AND ALL BOARDS, COMMITTEES, AND COMMISSIONSESTABLISHED BY TOWN ORDINANCE OR TOWN CHARTER

Sec. 2-37. – Appointment and/or termination of Town Attorney.

The appointment and/or termination of the Town of Dundee Town Attorney shall require an affirmative vote of four (4) out of the five (5) members of the Town Commission at a duly noticed public hearing.

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)*¹ 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.

The number of businesses impacted equals the number of active commercial water and/or sewer utility accounts in the Town’s service area.

4. Any additional information the *Town Commission of the Town of Dundee* determines may be useful.

¹ 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).

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):

The proposed ordinance establishes a requirement that the appointment and/or termination of the Town Attorney must be approved by a four-member super majority vote of the Town Commission. The ordinance amends Chapter 2 of the Code of Ordinances by creating Section 2-37 to formalize this voting requirement. The ordinance is procedural in nature and governs internal operations of the Town Commission.

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

The Town of Dundee estimates that the proposed ordinance will have no direct impact on private, for-profit businesses within the Town. The ordinance pertains solely to the internal governance procedures of the Town Commission regarding the appointment and termination of the Town Attorney and does not regulate, restrict, or impose requirements on businesses operating within the Town.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed *Town of Dundee Ordinance No. 26-03*:

The Town estimates that this ordinance will not impose any new charges, fees, or assessments on businesses.

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

The Town of Dundee determines that the proposed ordinance establishing a four-commissioner super majority voting requirement for the appointment and/or termination of the Town Attorney will have no direct economic impact on private, for-profit businesses and does not impose any new compliance costs, fees, or regulatory requirements. Accordingly, the Town finds that the economic impact of this ordinance on businesses is minimal to none.



Meeting Agenda Coversheet

MEETING DATE:	March 10, 2026	Submitted By: Ken Cassel, Town Manager	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, ORDINANCE 26-04, IMPLEMENTING ADMINISTRATIVE APPROVAL OF PLATS.		
STAFF RECOMMENDATION: (MOTION READY)	Staff recommends that the Town Commission approve Ordinance 26-04 implementing the requirements of Section 177.071, Florida Statutes, and designating the Town Manager or their designee as the administrative official authorized to review, approve, conditionally approve, deny, and execute plats and replats on behalf of the Town of Dundee.		
SUMMARY and/or JUSTIFICATION:	During the 2025 Legislative Session, the Florida Legislature adopted Senate Bill 784, to require that local governments provide for the administrative approval of plats and replats when such plats meet all applicable statutory and local land development requirements.		
	The amendments became effective July 1, 2025, and require municipalities to designate an administrative official responsible for reviewing and approving compliant plats. The purpose of the legislation is to streamline the development review process and ensure that compliant plats are approved administratively rather than requiring formal action by the governing body.		
SELECT, if applicable	AGREEMENT	<input type="checkbox"/>	BUDGET:
	STAFF REPORT:	<input type="checkbox"/>	PROCLAMATION:
	EXHIBIT(S):	<input checked="" type="checkbox"/>	OTHER:
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Ordinance 26-04 Implementing Administrative Approval of Plats Senate Bill 784		
SELECT, if applicable	RESOLUTION:	<input type="checkbox"/>	ORDINANCE: <input checked="" type="checkbox"/>
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <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>	A ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, IMPLEMENTING THE REQUIREMENTS OF SECTION 177.071, FLORIDA STATUTES, AS AMENDED BY CHAPTER 2025-164, LAWS OF FLORIDA (SENATE BILL 784), RELATING TO ADMINISTRATIVE APPROVAL OF PLATS; DESIGNATING THE TOWN MANAGER OR THEIR DESIGNEE AS THE ADMINISTRATIVE OFFICIAL AUTHORIZED TO REVIEW, APPROVE, CONDITIONALLY APPROVE, DENY, AND EXECUTE FINAL PLATS AND REPLATS ON BEHALF OF THE TOWN WHEN SUCH PLATS MEET ALL APPLICABLE STATUTORY AND LOCAL REQUIREMENTS; PROVIDING FOR ADMINISTRATIVE PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.		
FISCAL IMPACT (if any):	There is no direct fiscal impact as a result of this item		\$0.00

ORDINANCE NO. 26-04

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, IMPLEMENTING THE REQUIREMENTS OF SECTION 177.071, FLORIDA STATUTES, AS AMENDED BY CHAPTER 2025-164, LAWS OF FLORIDA (SENATE BILL 784), RELATING TO THE ADMINISTRATIVE APPROVAL OF PLATS AND REPLATS; DESIGNATING THE TOWN MANAGER AS THE ADMINISTRATIVE AUTHORITY AUTHORIZED TO REVIEW, APPROVE, CONDITIONALLY APPROVE, DENY, AND EXECUTE FINAL PLATS AND REPLATS ON BEHALF OF THE TOWN; PROVIDING FOR ADMINISTRATIVE PROCEDURES; PROVIDING FOR LIMITATIONS ON DESIGNATION OF ADMINISTRATIVE AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Florida Legislature adopted amendments to Section 177.071, Florida Statutes, through Chapter 2025-164, Laws of Florida (Senate Bill 784), which became effective July 1, 2025; and

WHEREAS, Section 177.071, Florida Statutes requires local governments to provide for administrative review and approval of plats and replats that comply with all applicable statutory requirements and local land development regulations; and

WHEREAS, Section 177.071, Florida Statutes authorizes the governing body of a municipality to designate an administrative authority, including an administrative officer or employee, to review, approve, conditionally approve, or deny plats and replats in accordance with law; and

WHEREAS, the Town Commission finds it appropriate and in the best interest of the Town to designate the Town Manager as the administrative authority responsible for reviewing and approving plats and replats in accordance with Chapter 177, Florida Statutes; and

WHEREAS, scrivener's errors, clerical mistakes, typographical errors, or minor technical inaccuracies in this Ordinance shall not affect its validity, and the Town Manager or Town Attorney may correct such errors administratively without altering the substantive intent of this Ordinance; and

WHEREAS, the Town Commission hereby declares that all of the foregoing WHEREAS clauses constitute findings of fact and determinations of the Town Commission.

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. ADMINISTRATIVE APPROVAL OF PLATS AND REPLATS

The Town Manager of the Town of Dundee is hereby designated as the administrative authority authorized to review, approve, conditionally approve, deny, and execute final plats and replats on behalf of the Town. The Town Manager may designate another qualified administrative officer or employee to act as the administrative authority, provided that all designees comply with the requirements of Chapter 177, Florida Statutes, including s. 177.091. Administrative approval shall be ministerial in nature, based solely on compliance with statutory and local requirements, and does not constitute acceptance of streets, easements, parks, drainage, utilities, or other dedicated land. Acceptance requires separate Town Commission action.

SECTION 3. AUTHORITY TO EXECUTE PLATS

Upon determination that a plat or replat complies with all statutory and local requirements, the Town Manager or authorized designee may sign and execute the plat or replat on behalf of the Town without further action by the Town Commission.

SECTION 4. REVIEW PROCESS

All plats and replats shall be reviewed by appropriate staff and consultants to verify compliance with statutory, engineering, and land development standards, including review by the Town Attorney for legal sufficiency. The administrative authority shall provide written notice to the applicant within seven business days of receipt of a plat or replat, acknowledging receipt and identifying any missing documents or information necessary to process the submittal. The notice shall also describe the approval process and applicable timeframes. Approval is not automatic if the administrative authority fails to respond.

SECTION 5. CONFLICTS

All ordinances or resolutions in conflict herewith are repealed only to the extent necessary to give this Ordinance full force and effect.

SECTION 6. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid, unenforceable, or unconstitutional, the remaining provisions shall remain in full force and effect.

SECTION 7. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical or scrivener's errors may be made by the Town Manager or Town Attorney without public hearing, provided such corrections do not affect substantive intent.

SECTION 8. CODIFICATION

It is the intent of the Town Commission that Sections 2–4 shall be codified in the Code of Ordinances of the Town of Dundee. Sections 1, 5–10 shall not be codified.

SECTION 9. BUSINESS IMPACT ESTIMATE

This Ordinance will not have a direct economic impact on businesses located in the Town, and therefore, a business impact estimate is not required.

SECTION 10. EFFECTIVE DATE

This Ordinance shall become effective immediately upon adoption following second reading.

INTRODUCED AND PASSED on first reading by the Town Commission of the Town of Dundee, Florida, in regular session, this 10th day of March 2026.

PASSED AND ADOPTED on second reading by the Town Commission of the Town of Dundee, Florida, in regular session, this ____ day of April 2026.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Markeishia Smith, Town Attorney

**TOWN OF DUNDEE
ORDINANCE 26-04
EXHIBIT – A**

Provisions being deleted are shown as strikethrough and provisions being added are shown as underlined

ARTICLE 7. DEVELOPMENTAL APPROVAL PROCESS.

7.01.03. - Administrative approvals.

(A) *Lot divisions by survey or legal description:* The development director may administratively approve the division of property for residential use by means of a survey or metes and bounds legal description rather than a plat under the following conditions:

- (1) The approval does not result in the creation of more than one new lot.
- (2) The approval does not create a lot which does not meet applicable zoning district standards for width, depth, and area.
- (3) Each lot has frontage on a public road, and no new public streets are needed to serve either property.
- (4) No extension of a public water or sewer system is needed.
- (5) There will be no necessity for drainage facilities serving other properties to cross either lot affected by the administrative approval (certification shall be provided by a professional engineer registered in the State of Florida).

In requesting the administrative approval, the applicant shall provide the following items:

1. Copy of the deed to the property. If applicant does not own the property, he must obtain written permission from the owner, including a notarized signature, authorizing him to make the application.
 2. Copy of the official property appraiser's map indicating the subject property and all other properties within 200 feet.
 3. Certified survey (if necessary).
 4. Applicable fee as established by resolution of the town commission
- (B) *Adjustments to existing plats:* Minor adjustments to a subdivision plat may be authorized by the development director without the requirement to replat, where all of the following conditions are satisfied:
- (1) No more than two lots or tracts may be created.

- (2) No new street is proposed, or additional right-of-way is needed.
- (3) No vacation or elimination of streets, setback, access control or easements are required or proposed.
- (4) Such action will not result in significant increases in service requirements or interfere with maintenance of existing levels of service.
- (5) All easement requirement have been or will be satisfied.
- (6) Such division will not result in a tract or lot without direct access to a street.
- (7) A nonconforming lot, either by dimension or area as prescribed by the applicable zoning district, will not be created.

In granting approval, the development director may impose such conditions, safeguards and requirements as deemed necessary to implement the intent and purpose of this section. The development director may require any division or combination of previously platted property to comply with the complete platting process as set forth in this section where warranted.

(C) Administrative approval of plats and replats

1. The Town Manager may administratively review and approve, conditionally approve, or deny any plat or replat that fully complies with Chapter 177, Florida Statutes, and all applicable Town Land Development Regulations.
2. The Town Manager may designate another qualified administrative officer or employee to act on their behalf. Any designee shall be a high-ranking official with oversight of land development, utilities, public works, or related infrastructure. All designees must comply with all requirements of Chapter 177, Florida Statutes, including s. 177.091.
3. Administrative approval shall be ministerial and based solely on compliance with statutory and local requirements. Administrative approval does not constitute acceptance of streets, easements, parks, drainage, utilities, or other dedicated land. Acceptance requires separate Town Commission action.
4. Within seven business days after receipt of a plat or replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt and identifying any missing documents or information necessary to process the plat or replat for compliance with s. 177.091. The notice shall also explain the approval process and applicable timeframes for reviewing, approving, or otherwise processing the submittal.
5. Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat within the timeframe identified in the written notice. If the plat or replat is not approved, the administrative authority shall notify the applicant in writing of the reasons for denial. The notice must identify all areas of noncompliance and provide specific citations to each requirement the submittal fails to meet. The administrative authority, or its designee, may not require the applicant to file a written extension of time.

6. All plats and replats submitted for administrative approval shall be reviewed by appropriate Town staff to confirm compliance with statutory, engineering, and land development standards.
7. Upon determination that a plat or replat complies with all statutory and local requirements, the Town Manager or authorized designee may sign and execute the plat or replat without further action by the Town Commission.
8. Any plat or replat that does not fully comply with statutory or local requirements, or that involves discretionary decisions, dedication of public property, or policy considerations, shall be submitted to the Town Commission for approval in accordance with existing procedures.
9. Administrative approval is conditioned on the submission of all required documentation, inspections, and bonds as set forth in Sections 7.01.08 through 7.01.10.

THE FLORIDA SENATE
2025 SUMMARY OF LEGISLATION PASSED
Committee on Community Affairs

CS/CS/CS/SB 784 — Platting

by Rules Committee; Judiciary Committee; Community Affairs Committee; and Senator Ingoglia

The bill requires local governments to review, process, and approve plats or replat submittals without action or approval by the governing body through an administrative authority and official designated by ordinance. The administrative authority must be a department, division, or other agency of the local government, and include an administrative officer or employee.

Under the bill, the authority must provide written notice in response to a submittal within seven days acknowledging receipt, identifying any missing documents or information required, and providing information regarding the approval process including requirements and timeframes.

Unless the applicant requests an extension, the authority must approve, approve with conditions, or deny the submittal within the timeframe identified in the initial written notice. A denial must be accompanied by an explanation of why the submittal was denied, specifically citing unmet requirements.

If approved by the Governor, or allowed to become law without the Governor’s signature, these provisions take effect July 1, 2025.

Vote: Senate 36-0; House 115-0



Meeting Agenda Coversheet

MEETING DATE:	March 10, 2026	Submitted By: Lorraine Peterson- Planning & Zoning Department	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, ORDINANCE 26-02 WAWA ZONING MAP AMENDMENT		
STAFF RECOMMENDATION: (MOTION READY)	I move the Town Commission approve Ordinance 26-02 of the request by Matthew Dundee Investments, LLC to amend the Zoning Map for property located in the Town of Dundee from General Retail Commercial (CC) to Highway Commercial on 2.86+/- acres of land. The subject property is located at the northeast corner of Hwy. 27 & Dundee Rd, further described as parcels: 272829-848000-001430, 272829-848000-001060, 272829-848000-001082, 272829-848000001080, 272829-848000-001102, 272829-848000-001101, 272829-848000-001121, 272829-848000-001122, 272829-848000-001142, 272829-848000-001141, 272829-848000-001371, 272829-848000-001372, 272829-848000-001390 in Section 29, Township 28, and Range 27.		
SUMMARY and/or JUSTIFICATION:	<p>The Applicant, Matthew Dundee Investments, LLC is requesting an amendment to the Zoning Map for property located in the Town of Dundee. The current Zoning is General Retail Commercial (CC), the proposed zoning is Highway Commercial (CH) on 2.86 +/- acres. The proposed site is located at the northeast corner of Highway 27 and Dundee Road on 2.86 +/- acres in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcels:</p> <p style="text-align: center;">272829-848000-001430, 272829-848000-001060, 272829-848000-001082, 272829-848000-001080, 272829-848000-001102, 272829-848000-001101, 272829-848000-001121, 272829-848000-001122, 272829-848000-001142, 272829-848000-001141, 272829-848000-001371, 272829-848000-001372, 272829-848000-001390</p>		
SELECT, if applicable	AGREEMENT:		BUDGET:
	STAFF REPORT:	X	PROCLAMATION:
	EXHIBIT(S):	X	OTHER:
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Staff Report Ordinance 26-02 BIE		
SELECT, if applicable	RESOLUTION: 26-02		ORDINANCE: N/A

<p>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i></p>	<p style="text-align: right;">Item 3.</p> <p>AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM GENERAL RETAIL COMMERCIAL (CC) TO HIGHWAY COMMERCIAL (CH) ON APPROXIMATELY 2.86 +/- ACRES, LOCATED AT THE NORTHEAST CORNER OF HIGHWAY 27 AND DUNDEE ROAD IN THE TOWN OF DUNDEE IN SECTION 29, TOWNSHIP 28, RANGE 27, FURTHER DESCRIBED AS PARCELS: 272829-848000-001430, 272829-848000-001060,272829-848000-001082,272829-848000-001080, 272829-848000-001102,272829-848000-001101,272829-848000-001121, 272829-848000-001122,272829-848000-001142,272829-848000-001141,272829-848000-001371,272829-848000-001372,272829-848000-001390 ; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.</p>
<p>FISCAL IMPACT <i>(if any):</i></p>	<p>This Ordinance will not produce any fiscal impacts to the Town. \$0.00</p>

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)¹* 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,

¹ 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).

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 OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM GENERAL RETAIL COMMERCIAL (CC) TO HIGHWAY COMMERCIAL (CH) ON APPROXIMATELY 2.86 +/- ACRES, LOCATED AT THE NORTHEAST CORNER OF HIGHWAY 27 AND DUNDEE ROAD IN THE TOWN OF DUNDEE IN SECTION 29, TOWNSHIP 28, RANGE 27, FUTHER DESCRIBED AS PARCELS:

272829-848000-001430, 272829-848000-001060,272829-848000-001082,272829-848000-001080,272829-848000-001102,272829-848000-001101,272829-848000-001121,272829-848000-001122,272829-848000-001142,272829-848000-001141,272829-848000-001371,272829-848000-001372,272829-848000-001390 ; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

The purpose is to:

Take the current zoning map from General Retail Commercial (CC) to Highway Commercial (CH) 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 an applicant initiated zoning 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.

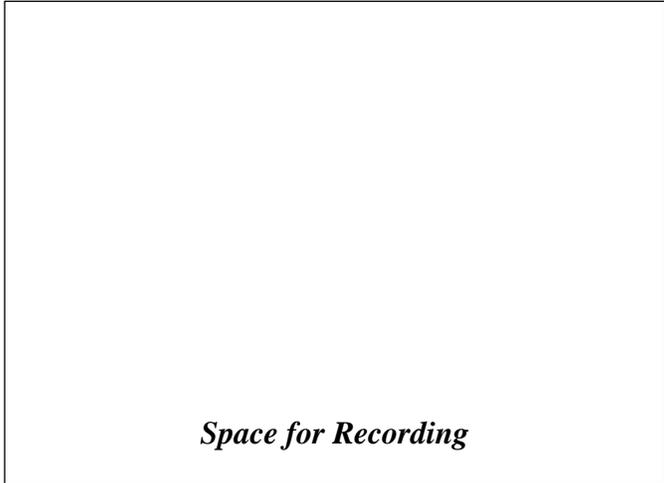
3. Good faith estimate of the number of businesses likely to be impacted by the proposed Town of Dundee Ordinance No. 26-02:

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.



ORDINANCE NO. 26-02

AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM GENERAL RETAIL COMMERCIAL (CC) TO HIGHWAY COMMERCIAL (CH) ON APPROXIMATELY 2.86 +/- ACRES, LOCATED AT THE NORTHEAST CORNER OF HIGHWAY 27 AND DUNDEE ROAD IN THE TOWN OF DUNDEE IN SECTION 29, TOWNSHIP 28, RANGE 27, FUTHER DESCRIBED AS PARCELS: 272829-848000-001430, 272829-848000-001060,272829-848000-001082,272829-848000-001080, 272829-848000-001102,272829-848000-001101,272829-848000-001121, 272829-848000-001122,272829-848000-001142,272829-848000-001141,272829-848000-001371,272829-848000-001372,272829-848000-001390 ; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Matthew Dundee Investments, LLC have applied to amend the Official Zoning Map designation for property located in the Town of Dundee from General Retail Commercial (CC) on 2.86 +/- acres to Highway Commercial (CH) on approximately 2.86 +/- acres, located at the northeast corner of highway 27 and Dundee Road, further described as parcels: 272829-848000-001430, 272829-848000-001060, 272829-848000-001082,272829-848000-001080, 272829-848000-001102, 272829-848000-001101,272829-848000-001121,272829-848000-001122,272829-848000-001142,272829-848000-001141,272829-848000-001371,272829-848000-001372,272829-848000-001390 ; and

WHEREAS, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipality zoned area of the Town; and

WHEREAS, on December 18, 2025, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town’s Planning and Zoning Board, sitting as the Local

Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on December 18, 2025, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

WHEREAS, on December 18, 2025, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the rezoning as set forth in this Ordinance to the Town Commission; and

WHEREAS, as a result of this Ordinance being initiated by the Applicant (not the municipality), the Town Commission of the Town of Dundee held duly noticed public meetings for this Ordinance amending the Official Zoning Map of the Town of Dundee regarding the parcel shown on Exhibit "A" attached hereto and incorporated herein by reference in accordance with Section 166.041 (3), (a) of the Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public meetings, including supporting documentation; and

WHEREAS, in exercise of its authority, the Town Commission of the Town of Dundee has determined it necessary to amend the Official Zoning Map to change the Town zoning classifications assigned to these properties.

NOW, THEREFORE, be it enacted by the Town Commission of the Town of Dundee, Florida:

Section 1. The Official Zoning Map of the Town of Dundee is amended so as to change the Town zoning classification of General Retail Commercial (CC) on 2.86 +/- acres to Highway Commercial (CH) on approximately 2.86 +/- acres generally located at the northeast corner of Highway 27 and Dundee Road, further described as parcels: 272829-848000-001430, 272829-848000-001060, 272829-848000-001082, 272829-848000-001080, 272829-848000-001102, 272829-848000-001101, 272829-848000-001121, 272829-848000-001122, 272829-848000-001142, 272829-848000-001141, 272829-848000-001371, 272829-848000-001372, 272829-848000-001390 , as shown in Exhibit "A" which is attached hereto and incorporated herein by reference.

Section 2. Repealing. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

Town of Dundee
Ordinance No. 26-02
Wawa Zoning Map Amendment

Section 3. Severability. 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 4. Codification. This Ordinance shall not be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this enacting Ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption.

INTRODUCED on first reading this ____ day of _____, 2026.

PASSED on second reading this ___ day of _____, 2026.

TOWN OF DUNDEE, FLORIDA

Mayor- Sam Pennant

ATTEST:

Town Clerk – Erica Anderson

Approved as to form:

Town Attorney - Frederick J. Murphy, Jr.

Composite Exhibit "A"
Ordinance No. 26-02
Legal Description
Page 1 of 4

27282984800001060 SCENIC HEIGHTS PB 22 PG 21 LOTS 108 & S PT OF CLOSED ST W OF
SAME & 107 & LOT 159 LESS HWY

27282984800001430 SCENIC HEIGHTS PB 22 PG 21 LOTS 143 THRU 146 & PT OF CLOSED
ST W OF LOT 146 LESS RD R/W PER OR 10026-429 THRU 435

27282984800001082 SCENIC HEIGHTS PB 22 PG 21 LOT 108 W1/2

27282984800001080 SCENIC HEIGHTS PB 22 PG 21 LOTS 108 E1/2 & 109

27282984800001102 SCENIC HEIGHTS PB 22 PG 21 LOT 110 N1/2 & N1/2 OF 111

27282984800001101 SCENIC HEIGHTS PB 22 PG 21 LOTS 110 S1/2 & S1/2 OF 111

27282984800001390 SCENIC HEIGHTS PB 22 PG 21 LOTS 139 THRU 142 LESS RD R/W PER OR 10026-429 THRU 435

27282984800001121 SCENIC HEIGHTS PB 22 PG 21 LOT 112 N 50 FT & N 50 FT OF 113

27282984800001122 SCENIC HEIGHTS PB 22 PG 21 LOTS 112 LESS N 50 FT & 113 LESS N 50 FT

27282984800001142 SCENIC HEIGHTS PB 22 PG 21 LOTS 114 LESS S 50 FT & 115 LESS S 50 FT

27282984800001141 SCENIC HEIGHTS PB 22 PG 21 LOT 114 S 50 FT & S 50 FT OF LOT 115

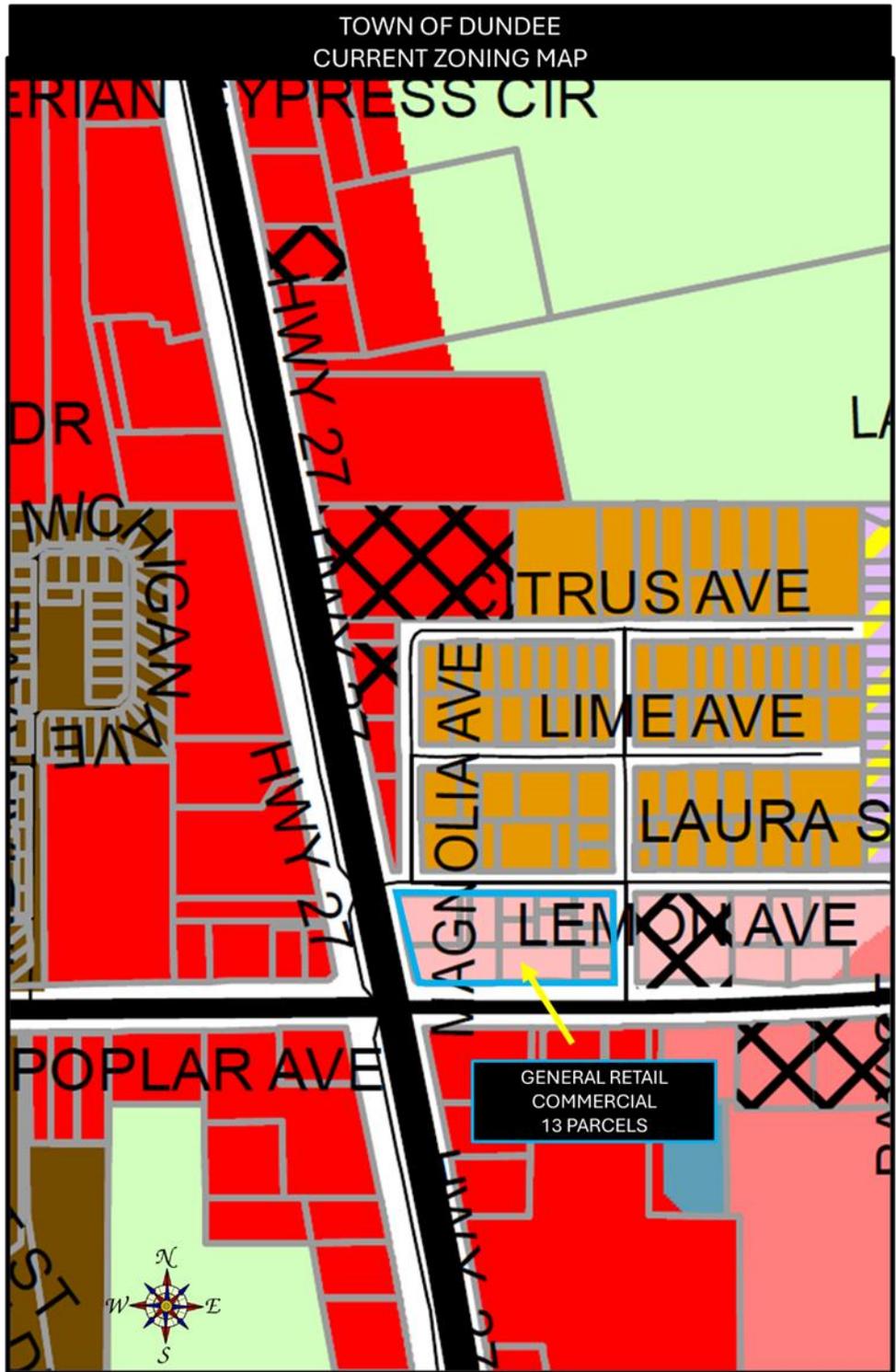
27282984800001371 SCENIC HEIGHTS PB 22 PG 21 LOT 137 N 60 FT & N 60 FT OF 138

27282984800001372 SCENIC HEIGHTS PB 22 PG 21 LOTS 137 S 75 FT LESS RD R/W & S 75 FT OF 138 LESS RD R/W & LESS
ADDNL RD R/W PER OR 10026-338 THRU 347

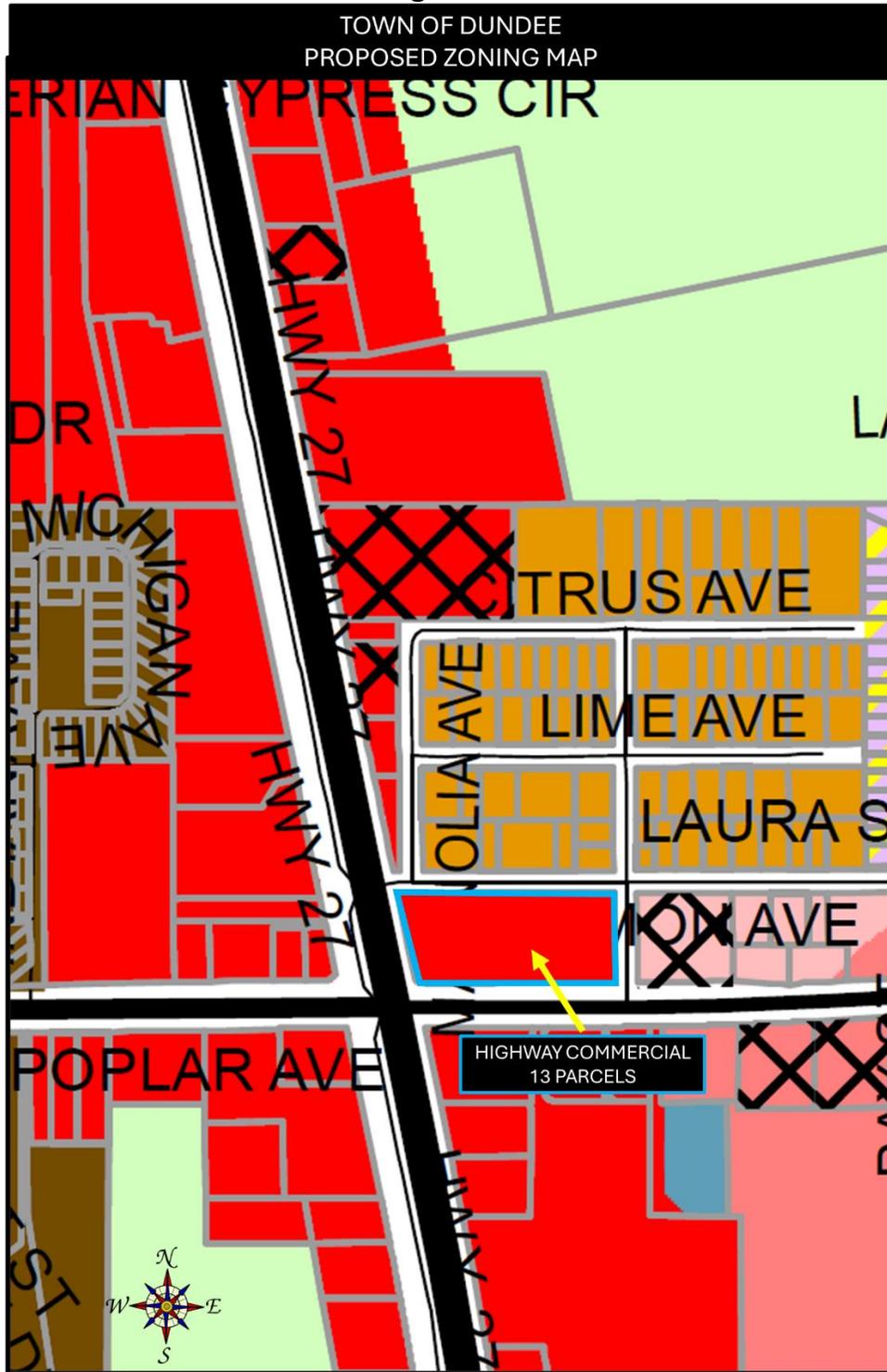
Composite Exhibit "A"
Ordinance No. 26-02
Location Maps
Page 2 of 4



Composite Exhibit "A"
Ordinance No. 26-02
Zoning Maps
Page 3 of 4



Composite Exhibit "A"
Ordinance No. 26-02
Zoning Maps
Page 4 of 4





Meeting Agenda Coversheet

MEETING DATE:	March 10, 2026	Submitted By: Lorraine Peterson- Planning & Zoning	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, RESOLUTION 26-04 WOODLAND RANCH ESTATES PHASE II WEST		
STAFF RECOMMENDATION: (MOTION READY)	I move the Town Commission approve Resolution 26-04 , a resolution for the Final Plat of Woodland Ranch Estates Phase 2 (West) Subdivision, a request by the applicant Platinum Survey & Mapping, LLC.		
SUMMARY and/or JUSTIFICATION:	<p>The developer of Woodland Ranch Estates Phase Two has submitted a final plat for review and approval in accordance with Chapter 177, Florida Statutes, the Town of Dundee Code of Ordinances, and the Town’s Land Development Code. The plat reflects the layout of lots, tracts, easements, rights-of-way, and other improvements necessary for the continued development of the subdivision. Town staff and the Town’s consulting engineer have reviewed the plat and associated construction of required infrastructure improvements. These improvements include, but are not limited to, roadways, drainage facilities, utilities, and other public infrastructure necessary to serve the subdivision. Staff has confirmed that required improvements have been completed in accordance with approved plans and Town standards, or that appropriate surety has been provided where applicable.</p>		
SELECT, if applicable	AGREEMENT:		BUDGET:
	STAFF REPORT:	X	PROCLAMATION:
	EXHIBIT(S):	X	OTHER:
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Staff Report Developers Agreement Water Allocation Agreement Land Use Transition Well Letter-Tracy Mercer Resolution 26-04 Exhibit A-Resolution 23-26 Exhibit B- Hardship Order Exhibit C- Concurrency Certification Potable Water Capacity Exhibit D- Plat, Joinder & Consent, Affidavit of Interested Parties		
SELECT, if applicable	RESOLUTION: 26-04		ORDINANCE: N/A

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.)*

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THAT CERTAIN PLAT ENTITLED "WOODLAND RANCH ESTATES PHASE TWO" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES, AND APPLICABLE PROVISIONS OF THE TOWN OF DUNDEE CODE OF ORDINANCES AND TOWN OF DUNDEE LAND DEVELOPMENT CODE; CONFIRMING THE ACCEPTANCE OF IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE GENERAL PUBLIC AND TOWN OF DUNDEE, FLORIDA, AS NOTATED ON THAT CERTAIN PLAT ENTITLED "WOODLAND RANCH ESTATES PHASE TWO" PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE REPEAL OF ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVERNER'S ERRORS; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

FISCAL IMPACT *(if any):*

This Resolution will not produce any fiscal impacts to the Town.

\$0.00



RESOLUTION NO. 26-04

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THAT CERTAIN PLAT ENTITLED "WOODLAND RANCH ESTATES PHASE TWO" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES, AND APPLICABLE PROVISIONS OF THE TOWN OF DUNDEE CODE OF ORDINANCES AND TOWN OF DUNDEE LAND DEVELOPMENT CODE; CONFIRMING THE ACCEPTANCE OF IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE GENERAL PUBLIC AND TOWN OF DUNDEE, FLORIDA, AS NOTATED ON THAT CERTAIN PLAT ENTITLED "WOODLAND RANCH ESTATES PHASE TWO" PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE REPEAL OF ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVERNER'S ERRORS; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

for municipal purposes; and

WHEREAS, on September 10, 2023, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the “Town Commission”) passed and adopted *Town of Dundee Resolution No. 23-26* (the “Resolution”) approving with conditions the Certified Subdivision Plan (the “CSP”) for the Woodland Ranch Estates Phases II and Subdivision (the “Subdivision”); and

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

WHEREAS, pursuant to the Resolution (see **Exhibit “A”**), the Town Commission conditionally approved the CSP for construction of utility systems and other required infrastructure in accordance with Section 7.01.07 of the Town of Dundee Land Development Code (the “LDC”) and the conditions set forth in the Resolution which included, but was not limited to, the condition that, prior to the issuance of a building permit for *any* structure located on or within the Subdivision, all required infrastructure systems and improvements required by the LDC, the Town of Dundee Code of Ordinances, the Resolution (see **Exhibit “A”**), and applicable Florida law are fully operational and accepted by the Town and/or entity with jurisdiction; and

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

WHEREAS, pursuant to the terms and conditions of *Town of Dundee Ordinance No. 24-10*, pending a satisfactory concurrency evaluation, the Subdivision was specifically and conditionally exempt from the Moratorium; and

WHEREAS, on December 2, 2024, the owner/applicant (the “Owner”), Woodland Ranch Estates, LLC, submitted the *Town of Dundee Development Services – Hardship Application* (the “Application”); and

WHEREAS, on December 10, 2024, at a duly noticed public meeting, the Town Commission *conditionally approved* the Application and entered **HARDSHIP ORDER NO. 01-24** (hereafter the “Order”) which provided the Owner with an exception to the moratorium; and

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

WHEREAS, on June 26, 2025, pursuant to the Code, the LDC and applicable agreements, the Owner submitted a request to the Town for an *adequacy determination*

related to potable water concurrency for the development Woodland Ranch Estates Subdivision (the "Development"); and

WHEREAS, on June 27, 2025, the Owner and Town executed the *Town of Dundee, Florida Concurrency Certification Potable Water Capacity* (the "Certification") for the Development; and

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

WHEREAS, the Owner, **Woodland Ranch Estates, LLC**, an active Florida limited liability company authorized to transact business in the State of Florida, of the below-described lands submitted that certain plat entitled *Woodland Ranch Estates Phase TWO* (the "Plat") for approval for filing by the Town Commission in accordance Chapter 177 of the Florida Statutes, Section 7.01.00 of the LDC, and the Resolution (see **Exhibit "A"**); and

WHEREAS, the Subdivision is to occur on approximately 10.34 +/- acres of land of land located on the west side of H.L. Smith Rd., north of Lake Mabel Loop Rd., south of Lake Marie Dr., and west of Lake Trask Rd. in Dundee, Florida, further described as parcel 272826-000000-023020. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning of Moderate Density Single-Family Residential (RSF-3) and

WHEREAS, copies of the Plat, Mortgagee(s) Joinder and Consent, and Affidavit of Interested Parties are attached hereto as **Composite Exhibit "D"** and made a part hereof by reference; and

WHEREAS, the Plat (see **Composite Exhibit "D"**) includes certain improvements and dedications in favor of the general public and Town of Dundee, Florida; and

WHEREAS, all required conditions and/or performance items set forth by the Resolution (see **Exhibit "A"**) for the Subdivision which included, but were not limited to, road rights-of-way, utility system(s), stormwater management infrastructure and improvements, and wetland mitigation, if any, have been satisfactorily performed and/or completed in accordance with applicable Town requirements and/or standards; and

WHEREAS, Town staff and Town Consultants have confirmed that, pursuant to the Resolution (see **Exhibit "A"**) and all approved construction plans and/or applicable plans for the Subdivision, all improvements have been completed in accordance with applicable Town standards, passed all required tests, all required certifications have been obtained, and the systems are fully operational pursuant to Town requirements and/or standards; and

WHEREAS, pursuant to applicable law and the Resolution (see **Exhibit “A”**), upon acceptance by the Town of all subdivision improvements, or the Town’s acceptance of a performance surety, the Applicant may present a final plat to the Town Commission for approval; and

WHEREAS, pursuant to the Resolution (see **Exhibit “A”**) and applicable law, a Maintenance Warranty Bond/Adequate Defect Security (the “Maintenance Bond”) is required in the amount of ten percent (10%) of the actual cost(s) of construction for all public improvements, to be in force for a period of one (1) year and thirty (30) days following acceptance by the Town, via resolution, of said public improvements and dedications; and

WHEREAS, on September 18, 2025, Town staff and/or Town Consultants issued the Town of Dundee Acknowledgement of Completion (the “Acknowledgment”) for all improvements required by the approved construction plans and/or applicable plans for the Subdivision; and

WHEREAS, copies of the Maintenance Bond, Engineer’s Certification of Costs, Acknowledgement and Town of Dundee Developer Utility Infrastructure Form (collectively referred to as the “COC Documents”) are attached hereto as **Composite Exhibit “E”** and made a part hereof by reference; and

WHEREAS, the Maintenance Bond (see **Composite Exhibit “E”**) warrants and indemnifies the Town of Dundee, Florida, against all losses sustained resulting from defects in construction, design, or materials on and/or for all dedicated and required infrastructure, improvements, and offsite infrastructure as shown on the Plat (see **Composite Exhibit “D”**) in accordance with applicable Florida law, the requirements and standards set forth by the LDC and Town of Dundee Code of Ordinances, and the Resolution (see **Exhibit “A”**); and

WHEREAS, the Plat (see **Composite Exhibit “D”**) was reviewed by Town staff and Town Consultants and, pursuant to said technical review, determined to meet the requirements of Chapter 177 of the Florida Statutes, the LDC and Town of Dundee Code of Ordinances, and the Resolution (see **Exhibit “A”**); and

WHEREAS, on March 10, 2026, at a duly noticed public meeting, the Town Commission considered the *applicant-initiated* request for approval of the Plat (see **Composite Exhibit “D”**) for filing and Town acceptance of the dedications notated thereon; and

WHEREAS, pursuant to *Section 8.08.00 of the LDC*, the Owner is required to pay any and all applicable fees and costs related to and/or arising out of the Town’s development and technical review of and/or for the Subdivision; and

WHEREAS, on March 10, 2026, the Town Commission, at a duly noticed public meeting, held a public hearing to consider the Plat (see **Composite Exhibit “D”**) for approval and recording; and

WHEREAS, on March 10, 2026, the Town Commission found that approval of the Plat (see **Composite Exhibit “D”**) preserves, enhances and encourages the most appropriate use of land consistent with the public interest, the Town of Dundee 2030 Comprehensive Plan policies and objectives, the Resolution (see **Exhibit “A”**), and the Town of Dundee Land Development Code; and

WHEREAS, on March 10, 2026, the Town Commission held a duly noticed public hearing in order to approve the Plat (see **Composite Exhibit “D”**) and accept the Maintenance Bond (see **Composite Exhibit “E”**), confirm and ratify the Town’s affirmative acceptance of the improvements and dedications in favor of the general public and Town of Dundee, Florida, as notated on the plat entitled *Woodland Ranch Estates Phase One* and found that the approval of this **Resolution No. 26-04** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the *Town of Dundee 2030 Comprehensive Plan* policies, goals, and objectives; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Resolution No. 26-04** is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this **Resolution No. 26-04** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals.

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

Section 2. Plat Acceptance.

The owner, **Woodland Ranch Estates, LLC**, an active Florida limited liability company authorized to transact business in the State of Florida, (the "Owner" and/or "Applicant"), is the owner of the real property, which is the subject of that certain plat entitled *Woodland Ranch Estates Phase Two* (the "Plat") and described in **Composite Exhibit “D”** which is attached hereto and incorporated herein by reference.

The Town Commission of the Town of Dundee (the “Town Commission”) having been otherwise fully advised in the premises hereby approves the Plat (see **Composite Exhibit “D”**) for filing by the Town Commission in accordance *Chapter 177 of the Florida Statutes, Section 7.01.00 of the LDC*, and the Resolution (see **Exhibit “A”**); and the Town Commission hereby confirms the Town’s acceptance of the dedications to the general public and Town of Dundee, Florida, as notated on the Plat (see **Composite Exhibit “D”**) which includes, but not limited to, the rights-of-way, utility easements, and infrastructure in accordance with *Chapter 177, Florida Statutes*.

On March 10, 2026, at a duly noticed public meeting, the Plat (see **Composite Exhibit “D”**) was presented to and reviewed by the Town Commission; and, on March 10, 2026, the Town Commission having been otherwise fully advised in the premises approves the Plat for filing, accepts those certain improvements and dedication(s) as notated on the Plat and described in the COC Documents (see **Composite Exhibits “D” and “E”**), and authorizes the Mayor and Town Clerk to execute the Plat and record same in the public records of Polk County, Florida.

Section 3. Authorization.

The Town Manager, or her designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 26-04** which includes, but shall not be limited to, negotiating and executing any documentation and/or instrument necessary and incidental to the acceptance and approval of the infrastructure and/or required improvements as depicted by the Plat (see **Composite Exhibit “D”**) and more specifically described and/or identified in the COC Documents (see **Composite Exhibit “E”**).

Section 4. Conflicts.

All resolutions in conflict herewith are repealed in order to give this **Resolution No. 25-36** full force and effect.

Section 5. Severability.

The provisions of this **Resolution No. 26-04** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 26-04**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 26-04**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or

unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 26-04** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 26-04** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 24-06** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 26-04**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 26-04**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 26-04** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 26-04** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 7. Recordation.

The Town Clerk shall record this **Resolution No. 26-04**, as adopted, with the Clerk of the Circuit Court in and for the Tenth Judicial Circuit of Polk County, Florida, for inclusion in the public records of Polk County, Florida.

Section 8. Effective Date.

This **Resolution No. 26-04** shall take effect upon passage by the Town Commission of the Town of Dundee, Florida.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in Regular Session this 10th day of March 2026.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

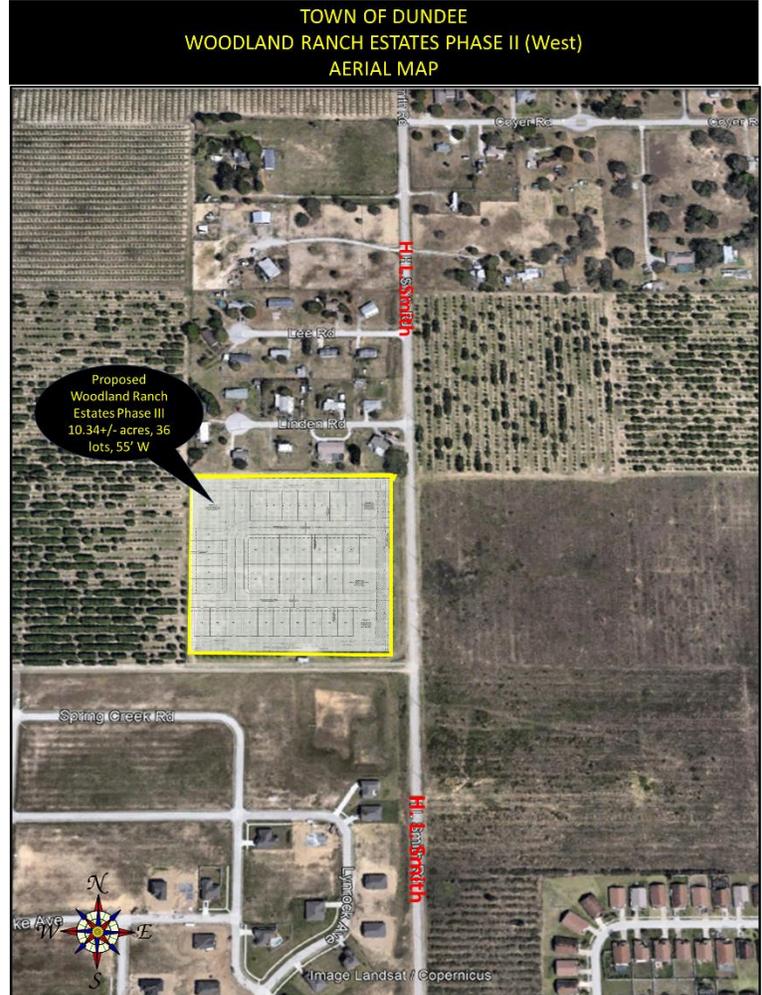
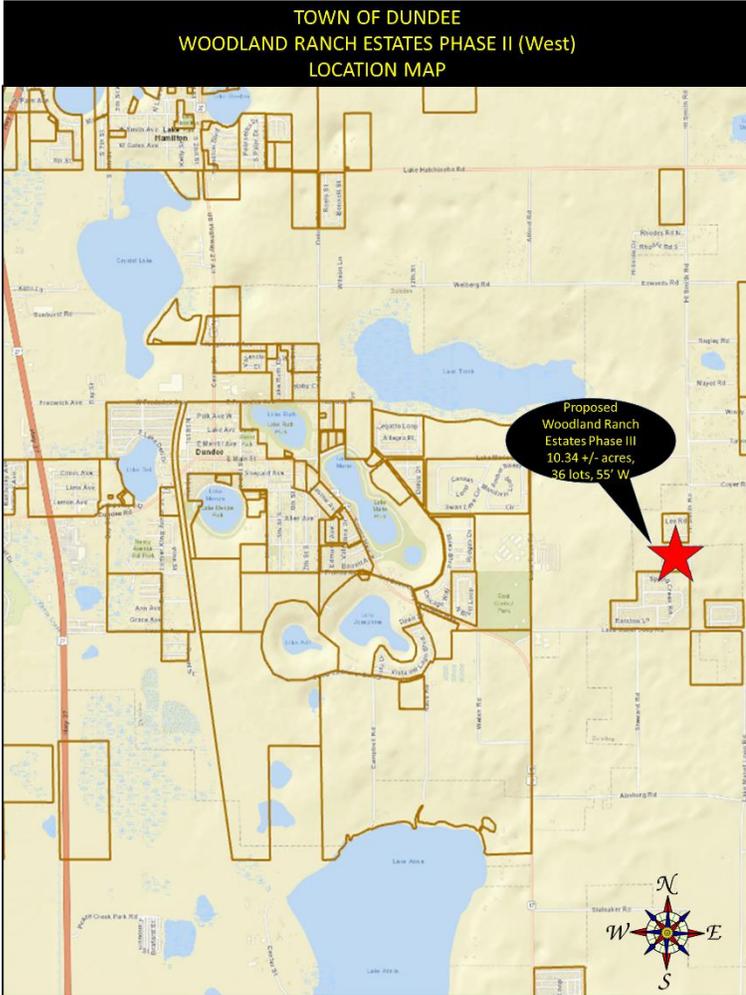
Erica Anderson, Town Clerk

Approved as to form:

Markeishia L. Smith, Town Attorney

Town of Dundee Town Commission Staff Report Woodland Ranch Estates Phase 2 (West) Final Plat

To:	Town of Dundee Town Commission
Agenda Date:	March 10, 2026
Department:	Planning and Zoning
Request:	Consider Final Plat for the Woodland Ranch Estates Phase 2 (West) Subdivision-Resolution 26-04
Applicant:	Platinum Surveying & Mapping, LLC
Property Owner:	Woodland Ranch Estates, LLC
Location:	Located in the Town of Dundee
Area Size & Parcel Number(s)	10.33 +/- acres, Parcels: 272826-000000-023020
Staff Recommendation (DRC):	Approval
Prepared By:	Lorraine Peterson, Development Service Director



Town of Dundee
Town Commission Staff Report
Woodland Ranch Estates Phase 2 (West)
Final Plat

BACKGROUND

The Applicant, Kenneth Thompson, PLS with Platinum Surveying & Mapping, LLC is requesting approval of the Final Plat for Woodland Ranch Estates Phase 2 (West) Subdivision a 10.33 +/- acres of land located east of Highway 17, west side of H.L. Smith Rd., south of Coyer Rd., and north of Farmer Slocum Ln. in the Town of Dundee, further described as parcels: 272826-000000-023020 . The parcels have a Future Land Use of Medium Density Residential and Zoning of Moderate-Density Single Family Residential (RSF-3) and consist of 36 Single Family dwelling units.

FINAL PLAT

Per Section 7.01.08 of the Land Development Code, the intent of the Final Plat is to establish a legal record of the plat. Whenever the provisions of this Code have been complied with and while the approval of the certified subdivision plan is in effect, the applicant shall submit the final plat for approval and recording. The final plat shall conform substantially to the approved CSP and, at the option of the subdivider, may constitute only that portion or phase of the approved CSP which is proposed to be recorded at that time. Upon approval of the final plat, the applicant may proceed with obtaining building permits within the subdivision and the plat shall be forwarded by the town clerk to the Board of County Commissioners of Polk County for review and approval in accordance with county procedures. The original plat shall then be submitted to the clerk of the circuit court for recording within the public records of Polk County.

Per Section 7.01.13 of the Land Development Code, approval of the final plat shall not constitute acceptance of any area or facilities offered by said plat for dedication to the Town of Dundee. The Town Commission shall not accept dedication of required improvements nor release nor reduce a performance bond until the town is satisfied that all required improvements have been properly completed and until the engineer or subdivider has certified, through submission of a detailed "as-built" survey plat of the subdivision indicating location dimensions, materials, and other information required by the Town, that the layout of the line and grade of all public improvements is in accordance with construction plans for the subdivision and that a title insurance policy has been furnished to and approved by the Town attorney indicating that the improvements shall have been completed, are ready for dedication to the Town and are free and clear of all liens and encumbrances. Upon such approval and recommendation, the Town Commission shall thereafter accept the improvements for dedication in accordance with the established procedure.

Town of Dundee
Town Commission Staff Report
Woodland Ranch Estates Phase 2 (West)
Final Plat

FINAL PLAT COMMENTS

As required, the Final Plat is substantially similar to the Certified Subdivision Plan (CSP). The applicant submitted all required materials, which were reviewed by the Town staff. The applicant is requesting to bond the outstanding site development improvements.

Consistent with Section 7.01.08 of the LDC, the applicant is requesting the Town Commission’s approval of the Final Plat for Woodland Ranch Estates Phase 2 (West) Subdivision with the conditions as outlined in Resolution 26-04.

CONCURRENCY

Potable Water-250x36 d/u=9,000 gpd (Phase 2(West) 1 well=10,200 gpd)
-250x308 d/u= 77,000 gpd (Phase 1(East) 1 well 40,800 gpd)

This leaves an overall deficit of 35,000 gpd for the entire project

Waste Water- 200x36 d/u=7,200gpd

Solid Waste- Polk County 65yrs. Available

Transportation-signed off by transportation consultant

Polk County Schools: Letter dated January 8, 2025
Elementary-5 seats 36 units
Middle- 3 seats 36 units
High School-6 seats 36 units

CONDITIONS

Approval upon completion of Legal Review and Approval.

Town of Dundee
Town Commission Staff Report
Woodland Ranch Estates Phase 2 (West)
Final Plat

DEVELOPMENT REVIEW COMMITTEE

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the Final Plat for Woodland Ranch Estates Phase 1 (East) submitted by Kenneth Thompson 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- Seth Claytor of Boswell & Dunlap, LLP

MOTION OPTIONS:

1. I move the Town Commission **approve Resolution 26-04**, a resolution for the Final Plat of Woodland Ranch Estates Phase 2 (West) Subdivision, a request by the applicant Platinum Survey & Mapping, LLC.
2. I move the Town Commission **approve with conditions Resolution 26-04**, a resolution for the Final Plat of Woodland Ranch Estates Phase 2 (West) Subdivision, a request by the applicant Platinum Survey & Mapping, LLC.
3. I move the Town Commission **deny Resolution 26-04**, a resolution for the Final Plat of Woodland Ranch Estates Phase 2 (West) Subdivision, a request by the applicant Platinum Survey & Mapping, LLC.

Attachments:

Woodland Ranch Estates Phase 2 (West) Plat

Developers Agreement

Water Allocation Agreement

Resolution 26-04

Land Use Transition Well Letter-Tracy Mercer

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

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

WATER SUPPLY ALLOCATION AGREEMENT

THIS WATER SUPPLY ALLOCATION AGREEMENT (the "Agreement") is made and entered into this 14th day of May, 2024, by and between WOODLAND RANCH ESTATES, LLC, an active Florida limited liability corporation, whose address is 4900 Dundee Road, Winter Haven, Florida 33884 and WOODLAND RANCH ESTATES 3, LLC, a Florida limited liability corporation, whose address is 4900 Dundee Road, Winter Haven, Florida 33884 (collectively referred to as the "OWNER"), and the **TOWN OF DUNDEE, FLORIDA**, a municipal corporation created under the laws of the State of Florida ("TOWN").

RECITALS

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

8. OWNER is willing to agree to such water allocation.
9. The parties agree and acknowledge that each of them is authorized and empowered to enter into this Agreement.

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

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

SECTION 2. WATER ALLOCATION TRANSFER. The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District ("SWFWMD") under consumptive use/water use permit numbers, as more particularly described in **Exhibit "B"** attached to and incorporated in this Agreement, (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN. The permitting quantity for the well(s) is currently 230,800 gallons per day ("GPD"). OWNER further agrees to transfer said permit to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. This transfer shall become effective upon the effective date of this Agreement. The Town, upon credit or increase to the Town WUP from SWFWMD arising out of the transfer of the Wells, shall allocate and assign any increase or credit to the Town's WUP to the Owner, or related entities, on a pro rata basis for the purpose of establishing concurrency for Owner's projects located within the Town's Chapter 180 Utility Service Area.

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

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

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

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

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

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

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

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

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

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

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

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

13.2 Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement and/or any amendment(s) issued hereunder if the OWNER does not transfer the records to the TOWN.

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

keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the OWNER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

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

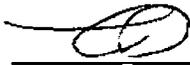
If the OWNER does not comply with a public records request, the TOWN shall enforce the Agreement and/or any amendment(s) issued hereunder which may include immediate termination of Agreement and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

[Remainder of page intentionally left blank]

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

ATTEST:

TOWN OF DUNDEE, FLORIDA, a Florida municipal corporation

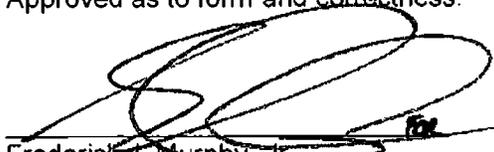


Trevor Douthat
Town Clerk



Samuel Pennant
Mayor

Approved as to form and correctness:



Frederick J. Murphy, Jr.
Town Attorney

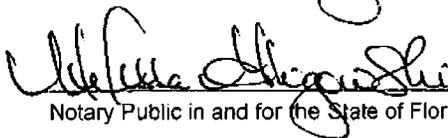
STATE OF FLORIDA
COUNTY OF POLK

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

WITNESS my hand and official seal this 14 day of May, 2024.

My Commission expires:

12/13/2024



Notary Public in and for the State of Florida at Large



OWNER

WOODLAND RANCH ESTATES 3, LLC,
A Florida limited liability company

↑ [Signature]
Witness signature

↑ By: [Signature]
Print Name: Harold R. Baxter

↑ Witness signature ↑
Print witness name: Sean O'Connor

Its: Managing Member

↑ [Signature]
Witness signature

Date: 4/22/24

↑ Witness signature ↑
Print witness name: Brent Elliott

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF Polk

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared Harold R. Baxter, as Managing Mbr of Woodland Ranch Estates 3, a LLC, to me well known and known to me to be the individual described in and/or produced _____ as identification and who executed the forgoing instrument, and was authorized on behalf of said Woodland Ranch Estates 3 a LLC, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 22 day of April, 2024.

My Commission expires:

5/14/28

[Signature]
Notary Public in and for the State of Florida at Large

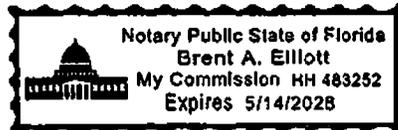


EXHIBIT "A"**LEGAL DESCRIPTION & DEPICTION OF PROPERTY****PARCEL 1**

A PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 28 SOUTH, RANGE 27 EAST, CITY OF DUNDEE, POLK COUNTY, FLORIDA, BEING ALL THE LANDS CONVEYED BY DEED TO TURNER INVESTMENTS LTD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 10612, PAGE 137, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26; THENCE ALONG THE NORTH LINE OF SAID SECTION 26, N89°18'29"E, A DISTANCE OF 1325.62 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SE 1/4 OF SAID SECTION 26; THENCE DEPARTING THE NORTH LINE OF SAID SECTION 26, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SE 1/4 OF SAID SECTION 26, S01°19'19"E, A DISTANCE OF 669.71 FEET TO THE NORTHEAST CORNER OF THE SE 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 26; THENCE DEPARTING THE EAST LINE OF THE WEST 1/2 OF THE SE 1/4 OF SAID SECTION 26, ALONG THE NORTH LINE OF THE SE 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 26, S89°22'51"W, A DISTANCE OF 9.00 FEET TO THE WEST MAINTAINED RIGHT-OF-WAY LINE OF HL SMITH ROAD (VARIABLE-WIDTH RIGHT OF WAY, POLK COUNTY MAINTAINED RIGHT-OF-WAY MAP, M.B. 4, PGS. 182-190) AND TO THE POINT OF BEGINNING;

THENCE DEPARTING THE NORTH LINE OF THE SE 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 26, ALONG THE WEST MAINTAINED RIGHT-OF-WAY LINE OF SAID HL SMITH ROAD THE FOLLOWING EIGHT (8) COURSES: 1) S01°19'19"E, A DISTANCE OF 8.89 FEET; 2) S01°19'19"E, A DISTANCE OF 100.00 FEET; 3) S01°53'41"E, A DISTANCE OF 100.00 FEET; 4) S01°19'19"E, A DISTANCE OF 100.00 FEET; 5) S01°19'19"E, A DISTANCE OF 100.00 FEET; 6) S01°53'41"E, A DISTANCE OF 100.00 FEET; 7) S01°53'41"E, A DISTANCE OF 100.00 FEET; 8) S01°53'41"E, A DISTANCE OF 60.73 FEET TO THE NORTH LINE OF THE N 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 26 AND TO THE NORTH LINE OF THE PLAT OF MABEL LOOP RIDGE, PHASE 1, A REPLAT, AS RECORDED IN PLAT BOOK 151, PAGES 15-19 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE WEST MAINTAINED RIGHT-OF-WAY LINE OF SAID HL SMITH ROAD, ALONG THE NORTH LINE OF THE N 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 26 AND THE NORTH LINE OF THE PLAT OF MABEL LOOP RIDGE, PHASE 1, A REPLAT, S89°26'19"W, A DISTANCE OF 671.87 FEET; THENCE N01°40'44"W, A DISTANCE OF 668.92 FEET TO THE SOUTHWEST CORNER OF LOT 4, OVERLOOK VIEW, AS RECORDED IN PLAT BOOK 83, PAGE 14 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF OVERLOOK VIEW, N89°22'48"E, A DISTANCE OF 672.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.319 ACRES (449475 SQUARE FEET) OF LAND, MORE OR LESS.

AND:

PARCELS 2-7

A PARCEL OF LAND LOCATED IN SECTIONS 25 AND 26, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING ALL THE LANDS CONVEYED BY DEED TO WEBINGA DEBORAH ANN DESCRIBED IN OFFICIAL RECORDS BOOK 10912, PAGE 446 AND ALL THE LANDS CONVEYED BY DEED TO WOODLAND RANCH ESTATES LLC, OFFICIAL RECORDS BOOK 12012, PAGE 550, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 26; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25, N88°49'15"E, A DISTANCE OF 72.75 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10912, PAGE 446, ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25, N88°49'15"E, A DISTANCE OF 1240.65 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25; THENCE DEPARTING THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25, S01°20'21"E, A DISTANCE OF 1331.98 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE OF THE SOUTHWEST 1/4 OF SAID SECTION 25, S01°22'31"E, A DISTANCE OF 540.36 FEET TO THE NORTHERLY LINE OF THE SOUTH 792 FEET; THENCE ALONG SAID NORTHERLY LINE, S87°55'44"W, A DISTANCE OF 280.02 FEET TO THE WESTERLY LINE OF THE EAST 280 FEET; THENCE ALONG SAID WESTERLY LINE, S01°22'31"E, A DISTANCE OF 792.12 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE ALONG THE SOUTH LINE OF SAID SECTION 25, S87°55'56"W, A DISTANCE OF 1022.92 FEET TO SOUTHWEST CORNER OF SAID SECTION 25; THENCE DEPARTING THE SOUTHWEST CORNER OF SAID SECTION 25, ALONG THE EAST LINE OF SAID SECTION 26, N01°34'57"W, A DISTANCE OF 671.18 FEET TO THE NORTHEAST CORNER OF TRACT "A" OF THE PLAT OF WALDEN VISTA AS DESCRIBED IN PLAT BOOK 129, PAGES 29-30, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE EAST LINE OF SAID SECTION 26, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26, S89°30'13"W, A DISTANCE OF 1294.83 FEET TO THE EAST RIGHT-OF-WAY LINE (AS PER OCCUPATION) OF HL SMITH ROAD; THENCE DEPARTING THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26, ALONG THE EAST RIGHT-OF-WAY LINE (AS PER OCCUPATION) OF SAID HL SMITH ROAD, N01°19'19"W, A DISTANCE OF 1339.34 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE DEPARTING THE EAST RIGHT-OF-WAY LINE (AS PER OCCUPATION) OF SAID HL SMITH ROAD, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26, N89°22'25"E, A DISTANCE OF 1329.69 FEET; THENCE DEPARTING THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26, N01°07'31"E, A DISTANCE OF 672.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 114.096 ACRES OF LAND, MORE OR LESS.

COMPOSITE EXHIBIT “B”

WUP TRANSFERRED TO TOWN

EXHIBIT B

Oct. 2, 2023

Tandra S. Davis Town
Manager Town of
Dundee 202 Main St.
Dundee, FL 33838-1000

Dear Ms. Davis:

As signed below, I am the permittee for the below-listed SWFWMD Water Use Permit (WUP) number. The property associated with this WUP is planned for residential development and will require the public supply of water provided by the Town of Dundee (Town). As such, the one agricultural well associated with this WUP will be abandoned and the WUP will be retired.

It is requested that permitted quantities from this agricultural WUP be transferred to the Town to help offset the Town's additional well withdrawals associated with its public supply WUP.

In accordance with the above, it is agreed that the following WUP will be permanently retired:

- WUP number: 11826
- Permittee Name: H.R. Baxter& Sons Enterprise
- List of all withdrawal points to be retired: DID Nos. 1
- Quantities to be retired from each withdrawal point If only part of the historically used quantities are to be retired, specify what uses are associated with the quantities to be retired:

Withdrawal Point ID: Permitted Quantity:

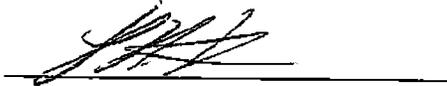
- DID No.1 10,200 gallons/day (annual avg)
- Total: 10,200 gallons/day (annual avg)

As the permittee for the above WUP, which, when retired, will result in an elimination of groundwater quantities from this WUP's one withdrawal point, my signature below confirms the following statements:

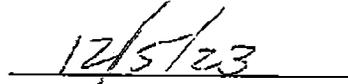
- It is agreed to permanently retire the historical use indicated for the above WUP.
- The Southwest Florida Water Management District has permission to modify the above WUP to decrease quantities to only those historically used quantities that are not being retired.

I, the WUP 11826 permittee, agree that the above information is true and correct.

Woodland Ranch Estates, Phase 3 LLC
H.R. Baxter & Sons Enterprise
Permittee/Owner



Authorized Signature



Date

April 7, 2023

Tandra S. Davis
Town Manager
Town of Dundee
202 Main St.
Dundee, FL 33838-1000

Dear Ms. Davis:

As signed below, I am the permittee for the below-listed SWFWMD Water Use Permit (WUP) number. The property associated with this WUP is planned for residential development and will require the public supply of water provided by the Town of Dundee (Town). As such, the one agricultural well associated with this WUP will be abandoned and the WUP will be retired.

It is requested that permitted quantities from this agricultural WUP be transferred to the Town to help offset the Town's additional well withdrawals associated with its public supply WUP.

In accordance with the above, it is agreed that the following WUP will be permanently retired:

- WUP number: 7053
- Permittee Name: Wind Meadows South 2, LLC
- List of all withdrawal points to be retired: DID Nos. 2, 6, 7, 8 & 10
- Quantities to be retired from each withdrawal point. If only part of the historically used quantities are to be retired, specify what uses are associated with the quantities to be retired:

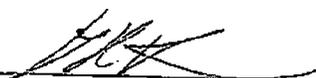
Withdrawal Point ID:	Permitted Quantity:
▪ <u>DID No.2</u>	<u>17,600</u> gallons/day (annual avg.)
▪ <u>DID No.6</u>	<u>300</u> gallons/day (annual avg.)
▪ <u>DID No.7</u>	<u>24,200</u> gallons/day (annual avg.)
▪ <u>DID No.8</u>	<u>53,700</u> gallons/day (annual avg.)
▪ <u>DID No.10</u>	<u>20,000</u> gallons/day (annual avg.)
Total:	<u>115,800</u> gallons/day (annual avg.)

As the permittee for the above WUP, which, when retired, will result in an elimination of groundwater quantities from this WUP's one withdrawal point, my signature below confirms the following statements:

- It is agreed to permanently retire the historical use indicated for the above WUP.
- The Southwest Florida Water Management District has permission to modify the above WUP to decrease quantities to only those historically used quantities that are not being retired.

I, the WUP 7053 permittee, agree that the above information is true and correct.

Wind Meadows South 2, LLC
Permittee/Owner



Authorized Signature

2/12/24

Date

Authorized Signature

Date

WLP 7053

Year	Moving Annual Average
2016	34,559
2017	30,827
2018	94,548
2019	89,463
2020	25,608
2021	6,068

Average 3-Highest Years	72,857
--------------------------------	---------------

90% of actual use 65,571

April 7, 2023

Tandra S. Davis
Town Manager
Town of Dundee
202 Main St.
Dundee, FL 33838-1000

Dear Ms. Davis:

As signed below, I am the permittee for the below-listed SWFWMD Water Use Permit (WUP) number. The property associated with this WUP is planned for residential development and will require the public supply of water provided by the Town of Dundee (Town) As such, the one agricultural well associated with this WUP will be abandoned and the WUP will be retired.

It is requested that permitted quantities from this agricultural WUP be transferred to the Town to help offset the Town's additional well withdrawals associated with its public supply WUP.

In accordance with the above, it is agreed that the following WUP will be permanently retired.

- WUP number: 4377
- Permittee Name: H.R. Baxter & Sons Enterprises, Inc.
- List of all withdrawal points to be retired: DID Nos. 1, 2, 3 & 4
- Quantities to be retired from each withdrawal point. If only part of the historically used quantities are to be retired, specify what uses are associated with the quantities to be retired:

Withdrawal Point ID: Permitted Quantity:

• <u>DID No.1</u>	<u>20,000</u> gallons/day (annual avg.)
• <u>DID No.2</u>	<u>17,000</u> gallons/day (annual avg.)
• <u>DID No.3</u>	<u>57,800</u> gallons/day (annual avg.)
• <u>DID No.4</u>	<u>10,000</u> gallons/day (annual avg.)
Total:	<u>104,800</u> gallons/day (annual avg.)

As the permittee for the above WUP, which, when retired, will result in an elimination of groundwater quantities from this WUP's one withdrawal point, my signature below confirms the following statements:

- It is agreed to permanently retire the historical use indicated for the above WUP.
- The Southwest Florida Water Management District has permission to modify the above WUP to decrease quantities to only those historically used quantities that are not being retired.

I, the WUP 4377 permittee, agree that the above information is true and correct.

H.R. Baxter & Sons Enterprises, Inc.
Permittee/Owner



Authorized Signature

2/12/24

Date

Authorized Signature

Date

WUP 4377

Year	Moving Annual Average
2017	134,590
2018	152,151
2019	123,096
2020	63,625
2021	36,899
2022	27,495

Average 3-Highest Years	136,612
--------------------------------	----------------

90% of actual use 122,951

COMPOSITE EXHIBIT "C"

CONCURRENCY DEVELOPERS' AGREEMENTS FOR WOODLANDS RANCH ESTATES,
LLC and WOODLANDS RANCH ESTATES 3, LLC

11 11

EXHIBIT C

INSTR # 2024039469
BK 13012 Pgs 324-348 PG(6)25
RECORDED 02/20/2024 09:48:40 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$214.00
SECTION 17 karecox

CONCURRENCY DEVELOPER'S AGREEMENT

THIS CONCURRENCY DEVELOPER'S AGREEMENT ("Agreement") is made this 13th day of February, 2024 by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **WOODLAND RANCH ESTATES, LLC**, an active Florida limited liability corporation, whose address is 4900 Dundee Road, Winter Haven, Florida 33884 (the "Developer").

FACTUAL RECITALS

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

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

WHEREAS, the Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number(s): 272825-000000-044010, 272825-000000-043020, 272825-000000-043010, 272825-000000-044020, 272826-000000-021020, and 272826-000000-022010, which totals approximately 116.04+/- acres (collectively the "Property"); and

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

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

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

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

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

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

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

SCANNER'S MEMO:
Legibility of writing, typing, or printing
unsatisfactory in this document when received.

1 of 16

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT
Legibility of writing, typing, or printing
unsatisfactory in this document when received.

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

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

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

WHEREAS, on May 2, 2022, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code (LDC), Woodland Ranch Estates, LLC (the "Applicant"), submitted an application for conditional approval of the Certified Subdivision Plan for the *Woodland Ranch Estates Subdivision Phases I and II*¹ (the "CSP"); and

WHEREAS, on March 14, 2023, the Town Commission of the Town of Dundee, at a duly noticed public meeting, adopted Resolution No. 22-51 (the "Resolution") conditionally approving the CSP; and

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

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

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

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

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

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

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

¹ For purposes of final subdivision plat review, the *Woodland Ranch Estates Subdivision Phases I and II* shall be titled *Woodland Ranch Estates Subdivision Phase I*.

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

WHEREAS, on March 14, 2023, the Town of Dundee Town Commission and Developer agreed that, as a condition precedent to its entering into this Agreement, Developer and its successors and permitted assigns indemnify and hold harmless the Town, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Developer's construction of dry-lines, the Town's inability to provide allocable water capacity for the Development, and any subject covered by this Agreement; and

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

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

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

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

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

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

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

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

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

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

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

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

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

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

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

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

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

3.4 "*Developer*" means WOODLAND RANCH ESTATES, LLC, a Florida limited liability corporation, whose address is 4900 Dundee Road, Winter Haven, Florida 33884, and any and all of the successors and permitted assigns.

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

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

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

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

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

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

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

3.12 "*Effective Date*" means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which the Certified Subdivision Plan for the *Woodland Ranch Estates Subdivision Phases I and II* and Resolution No. 22-51 were approved by the Town Commission at a duly noticed public meeting.

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

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

4.1 Town Obligations.

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

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

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

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

4.2 Developer Obligations.

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

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

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

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

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

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

SECTION 5. DEVELOPER'S ACKNOWLEDGMENT OF RISK.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEVELOPER: Woodland Ranch Estates, LLC
Attn: Harold R. Baxter
4900 Dundee Road
Winter Haven, Florida 33884

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

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

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

SECTION 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

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

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

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

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

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

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

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

14.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement and/or any amendment(s) issued hereunder if the Developer does not transfer the records to the Town.

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

Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

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

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

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

SECTION 16. TERMINATION AND REMEDIES.

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

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

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

SECTION 18. JURY TRIAL. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR

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

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

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

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

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

may not submit a proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By executing the Agreements, DEVELOPER certifies that it is not on the convicted vendor list.

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

DEVELOPER have its principal place of business located in a Foreign Country of Concern. If the Agreement(s) permit the DEVELOPER to access the personal identifying information of any individual, DEVELOPER agrees to notify the TOWN in advance of any contemplated transaction that would cause DEVELOPER to be disqualified from such access under Section 287.138 of the Florida Statutes. DEVELOPER agrees to furnish the TOWN with an affidavit signed by an officer or representative of the DEVELOPER under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

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

The rest of this page left intentionally blank; signatures follow

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Executed by the parties on the date shown adjacent thereto:

Developer:

WOODLAND RANCH ESTATES, LLC,
A Florida limited liability company

By: [Signature]
Harold R. Baxter, Managing

Member

[Signature]
Witness Brand Elliott

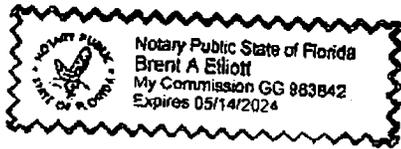
[Signature]
Witness KAREN E. RITCHIE

2-12-24
Date

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 12 day of February 2024, by Harold R. Baxter as Manager, on its behalf, who is personally known to me or who has produced _____ as identification.

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



Town of Dundee:

TOWN OF DUNDEE

By: 
Tandra Davis, Town Manager

ATTEST:


Trevor Douthat, Town Clerk

APPROVED AS TO FORM:


Frederick J. Murphy, Jr., Town Attorney

EXHIBIT A

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

RESOLUTION NO. 22-51

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE WOODLAND RANCH ESTATES PHASES I AND II SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) RELATED TO ENTERING INTO A DEVELOPER'S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE WITH REGARD TO THE CONDITIONAL APPROVAL OF THE CSP FOR THE WOODLAND RANCH ESTATES PHASES I AND II; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed Woodland Ranch Estates Subdivision (the "Subdivision") is to occur on approximately 116.04 +/- acres which are located eastside of H.L. Smith Road, 0.2 +/- miles north of Lake Mabel Loop Road, in Dundee, Florida further identified as Polk County Property Appraiser's Parcel Identification Numbers 272825-000000-044010, 272825-000000-043010, 272825-000000-043020, 272825-000000-044020, 272826-000000-021020, and 272826-000000-022010 (collectively referred to as the "Property"); and

WHEREAS, the location map for the Subdivision is attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, on May 02, 2022, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code (LDC), Woodland Ranch Estates, LLC. (the "Applicant"), submitted a Certified Subdivision Plan (the "CSP") for the Subdivision for approval by the Town Commission of the Town of Dundee, Florida; and

WHEREAS, the CSP is attached hereto as **Exhibit "B"** and incorporated herein by reference; and

WHEREAS, on August 24, 2021, Phase 1 and January 25, 2022, for Phase 2, the Town Commission approved a credit for 4.90 +/- acres, in total of privately owned recreation and open space; and

WHEREAS, the CSP includes 308 single-family lots and 4.90 acres of recreational land to be owned and maintained by the Woodland Ranch Estates Community Development District (CDD); and

WHEREAS, Phases I and II were combined into one project on January 25, 2022, and

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Resolution 22-51
Woodland Ranch Estates Phases I&II
Certified Subdivision Plan (CSP)
Page 2

WHEREAS, pursuant to Section 7.01.07 of the LDC, the purpose of the certified subdivision plan is to allow Town staff to perform a technical review of all proposed site improvements; and

WHEREAS, pursuant to the technical review performed by the Town and/or Town's consultants, the CSP has not satisfied the general requirements set forth by Section 7.01.07 of the LDC; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the certified subdivision plan forms the basis upon which a final plat will be prepared and consists complete working drawings and design specifications; and

WHEREAS, the Applicant has substantially complied with all the requirements set forth in Section 7.01.07 of the LDC regarding the preparation the CSP for the Subdivision; and

WHEREAS, pursuant to Section 7.02.03 of the LDC and applicable provision of the Code of Ordinances of the Town of Dundee, a development order and/or development permit will not be approved by the Town for a development unless a satisfactory concurrency evaluation is performed in accordance with Section 6.01.00 of the LDC; and

WHEREAS, on the effective date of this Resolution, the Town of Dundee is not able to provide allocable water capacity for the Subdivision; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC and applicable Florida law, this Resolution does not create a reservation of capacity in the Town water plant or network capacity, or a commitment to provide such service to the Subdivision; and

WHEREAS, the Applicant requests that the Town Commission of the Town of Dundee conditionally approve the CSP for the Subdivision subject to the terms and conditions set forth by this Resolution; and Town Commission's approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to final platting in accordance with applicable Town of Dundee Land Development Code and the conditions set forth by this Resolution.

Lorraine Peterson, Development Director

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Resolution 22-51
 Woodland Ranch Estates Phases I&II
 Certified Subdivision Plan (CSP)
 Page 3

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

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for this Resolution.
2. The Certified Subdivision Plan (the "CSP") for the Woodland Ranch Estates Subdivision (the "Subdivision") is attached hereto as **Exhibit "B"** and incorporated herein by reference. The Subdivision is located eastside of H.L. Smith Road, 0.2 +/- miles north of Lake Mabel Loop Road, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272825-000000-044010, 272825-000000-043020, 272825-000000-043010, 272825-000000-044020, 272826-000000-021020, and 272826-000000-022010, (collectively referred to as the "Property").
3. The Property is depicted by the location map which is attached hereto as **Exhibit "A"** and incorporated herein by reference
4. The Town Commission of the Town of Dundee having reviewed the CSP and having been otherwise fully advised in the premises hereby conditionally approves the CSP for construction of utility systems and other required infrastructure in accordance with Section 7.01.07 of the Town of Dundee Land Development Code and the conditions set forth in this Resolution, as follows:
 - a. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this Resolution, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.
 - b. Pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the "Code") and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP in order to provide, at a minimum, as follows: (1) detail the Town's inability to currently provide allocable water capacity for the Subdivision; (2) detail the necessary expansion of the Town's water treatment facilities to serve the Subdivision; and (3) detail the terms and conditions under which the Town will provide potable water utility service for the Subdivision.

Lorraine Peterson, Development Director

CERTIFICATION ON LAST PAGE
 STACY M. BUTTERFIELD
 CLERK OF THE CIRCUIT COURT

Resolution 22-51
 Woodland Ranch Estates Phases I&II
 Certified Subdivision Plan (CSP)
 Page 4

- c. Pursuant to Section 7.01.07 of the LDC and applicable provisions of the Code and LDC, the technical review comments which include but are not limited to, the comments included whereas composite Exhibit C (the "Comments") provided by the Town's consultants related to the CSP and Subdivision shall be satisfied and accepted by the Town and/or Town's consultants.
 - d. Unless the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the CSP shall not be considered complete for the purpose of providing a basis upon which a final plat may be considered for approval by the Town Commission of the Town of Dundee.
5. In the event the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the construction of the required infrastructure systems and/or improvements for the Subdivision shall also be complete and accepted by the Town prior to Final Subdivision Plat approval.
6. In the event the construction of the required infrastructure systems and/or improvements for the Subdivision are not complete and accepted by the Town, Final Subdivision Plat approval for the Subdivision shall be conditioned upon the following: (a) a developer's agreement or development agreement shall be approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (b) when approved by the Town, the applicant shall provide the Town with *adequate performance security* and *adequate defect security* pursuant to the terms and provisions of a developer's agreement or development agreement.

For purposes of this Resolution, "*adequate performance security*" and "*adequate defect security*" shall mean, at a minimum, as follows:

- (a) Adequate performance security shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat or final site development plan approval, as certified in writing by the engineer of record, subject to the approval by the Town's planning staff and the Town Engineer. No more than fifty percent (50%) of the value of the total required improvements for each phase of the

Lorraine Peterson, Development Director

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 STACY M. BUTTERFIELD
 CLERK OF THE CIRCUIT COURT

Development shall be considered for bonding and/or letter of credit given hereunder. Subject to the terms of the applicable agreement, the performance security shall be released by the Town when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and accepted. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a duration of twenty-four (24) months; and

- (b) Adequate defect security shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer's agreement or development agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable agreement.
7. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions related to entering into a Developer's Agreement with the Applicant and/or Applicant's authorized designee with regard to the terms and conditions set forth by this Resolution and the Town's conditional approval of the Woodland Ranch Estates Phases I and II Certified Subdivision Plan.
8. The provisions of this Resolution are severable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions or portions of this Resolution shall remain in full force and effect.

Lorraine Peterson, Development Director

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 STACY M. BUTTERFIELD
 CLERK OF THE CIRCUIT COURT

Resolution 22-51
Woodland Ranch Estates Phases I&II
Certified Subdivision Plan (CSP)
Page 6

- 9. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.
- 10. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, this 14th day of March 2023.

TOWN OF DUNDEE



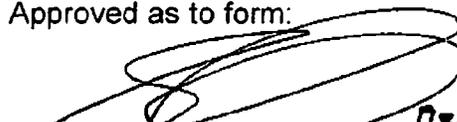
Mayor – Sam Pennant

ATTEST:



Interim Town Clerk – Trevor Douthat

Approved as to form:



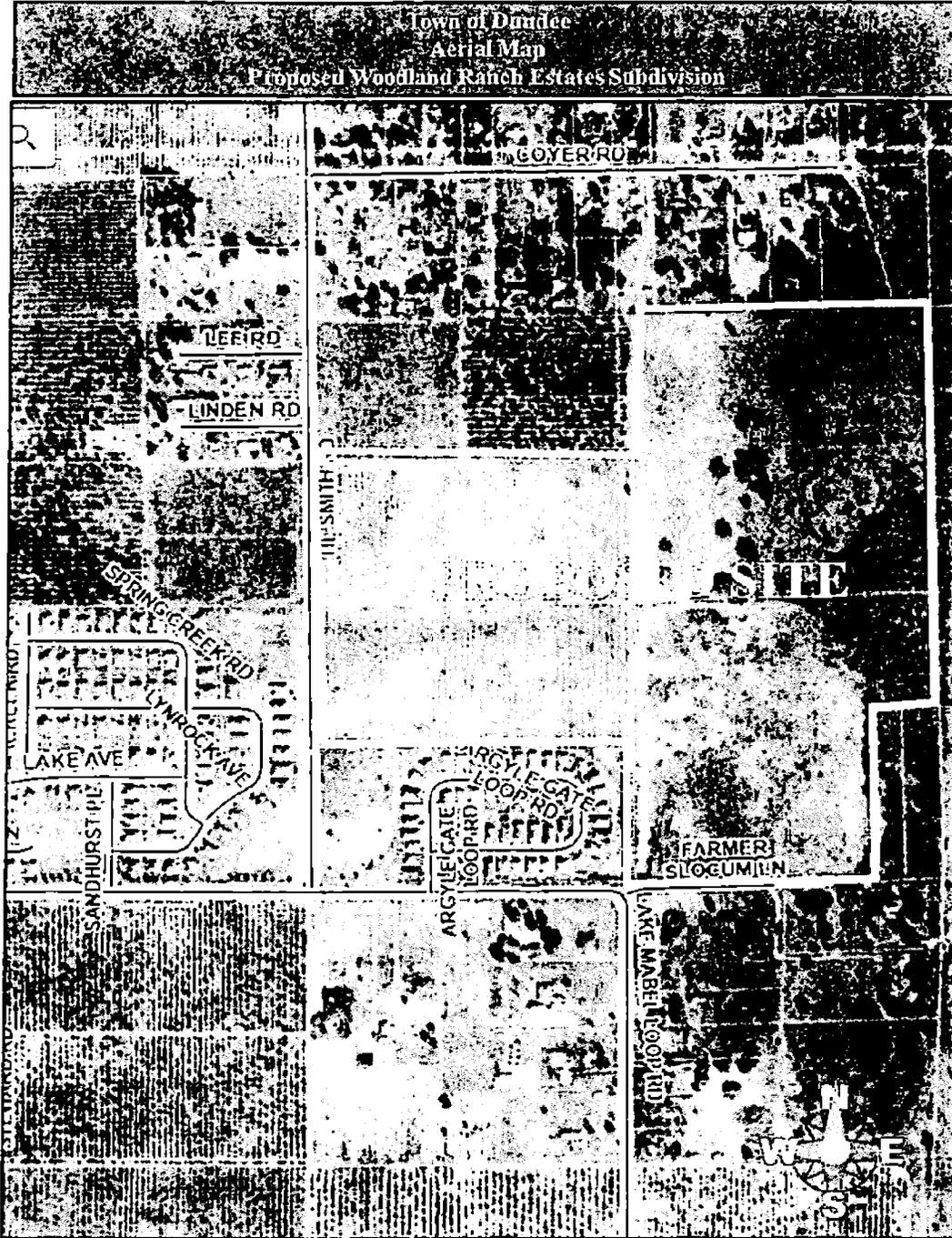
Town Attorney – Frederick J. Murphy, Jr.

Lorraine Peterson, Development Director

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Resolution 22-51
Woodland Ranch Estates Phases I&II
Certified Subdivision Plan (CSP)
Page 7

RESOLUTION 22-51 EXHIBIT A LOCATION MAP



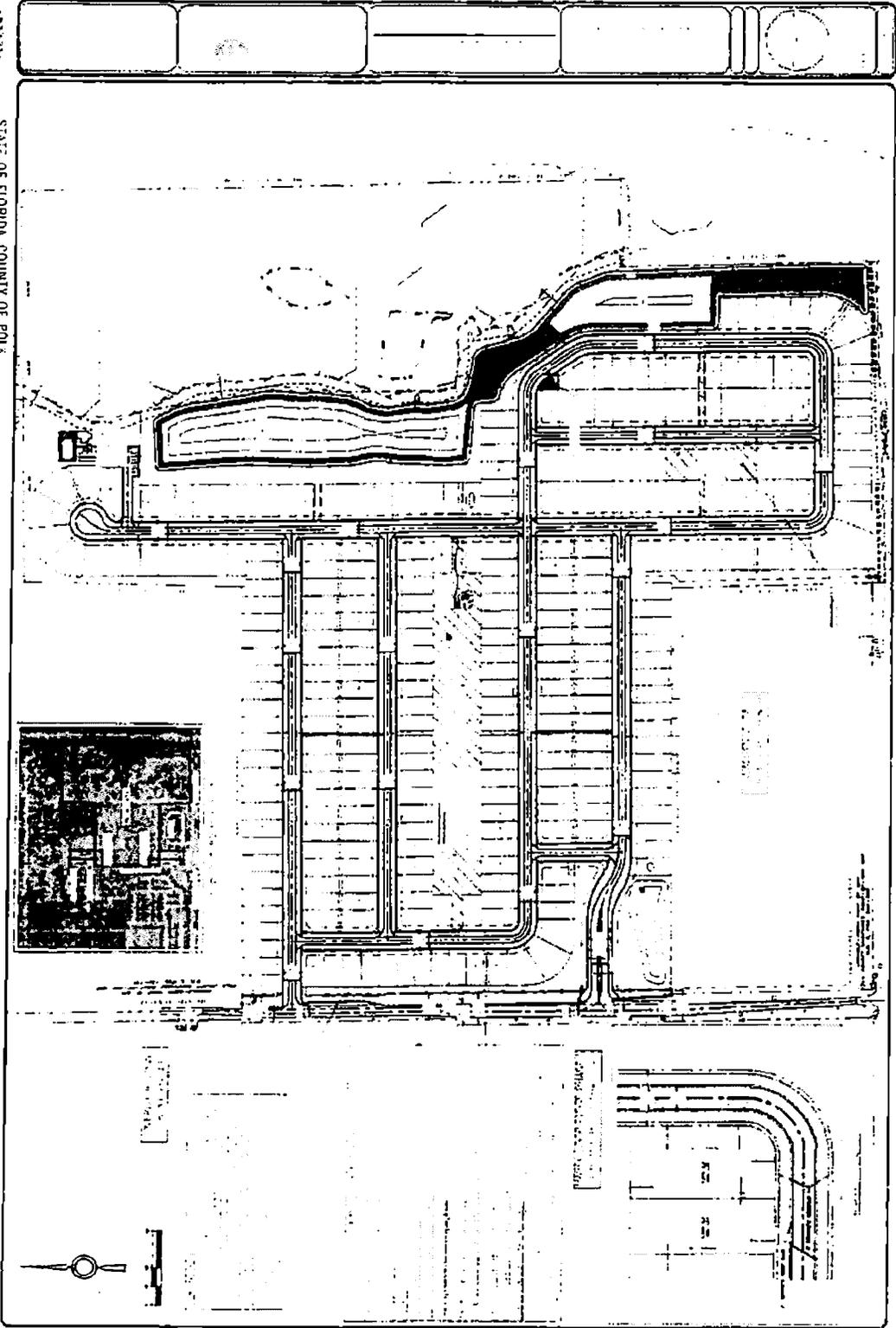
Lorraine Peterson, Development Director

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT



STATE OF FLORIDA, COUNTY OF POLK
 This is to certify that the foregoing is a true and correct copy of the document now of record in this office, witnessed in copy and Official Seal on _____
 This copy has been reviewed and is required by law, read before me and signed by me.
 By Stacy M. Butterfield, Clerk, Circuit Court
 D.C.

**RESOLUTION 22-51 EXHIBIT B
 CERTIFIED SUBDIVISION PLAN**



Resolution 22-51
 Woodland Ranch Estates Certified Subdivision Plan (CSP)
 Page 8

INSTR # 2024039470
BK 13012 Pgs 349-382 PG(s) 34
RECORDED 02/20/2024 09:48:48 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$290.50
RECORDED BY karecox

CONCURRENCY DEVELOPER'S AGREEMENT

THIS CONCURRENCY DEVELOPER'S AGREEMENT ("Agreement") is made this 13th day of February, 2024 by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **WOODLAND RANCH ESTATES 3, LLC**, a Florida limited liability corporation, whose address is 4900 Dundee Road, Winter Haven, Florida 33884 (the "Developer").

FACTUAL RECITALS

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

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

WHEREAS, the Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number: 272826-000000-023020 which totals approximately 10.34+/- acres (the "Property"); and

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

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

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

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

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

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

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

WHEREAS, pursuant to Section 54-9 of the Code and applicable provisions of the Town

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CLERK OF THE CIRCUIT COURT

SCANNER'S MEMO:
Legibility of writing, typing, or printing
unsatisfactory in this document when received.

Code, the Town may require a developer/owner to enter into a developer's agreement which sets forth in detail the terms and conditions under which the Town will provide utility service to the subject real property; and

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

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

WHEREAS, on November 16, 2022, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code (LDC), received an application for conditional approval of the Certified Subdivision Plan for the *Woodland Ranch Estates Phase III Subdivision* (the "CSP"); and

WHEREAS, on September 10, 2023, the Town Commission of the Town of Dundee, at a duly noticed public meeting, adopted Resolution No. 23-26 (the "Resolution") conditionally approving the CSP; and

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

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

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

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

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

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

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

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

WHEREAS, on September 10, 2023, the Town of Dundee Town Commission and Developer agreed that, as a condition precedent to its entering into this Agreement, Developer and its successors and permitted assigns indemnify and hold harmless the Town, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Developer's construction of dry-lines, the Town's inability to provide allocable water capacity for the Development, and any subject covered by this Agreement; and

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

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

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

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

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

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

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

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

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

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

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

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

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

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

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

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

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

3.4 "*Developer*" means WOODLAND RANCH ESTATES 3, LLC, a Florida limited liability corporation, whose address is 4900 Dundee Road, Winter Haven, Florida 33884, and any and all of the successors and permitted assigns.

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

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

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

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

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

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

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

3.11 "*Development*" means the design, construction, paving, maintenance and improvements performed by the Developer for the *Woodland Ranch Estates Phase III Subdivision* project which are the subject of this Agreement and located on, over, under and across the Property and related to and/or arising out of the Woodland Ranch Estates Subdivision.

3.12 "*Effective Date*" means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which the Certified Subdivision Plan for the *Woodland Ranch Estates Subdivision Phase III* and Resolution No. 23-26 were approved by the Town Commission at a duly noticed public meeting.

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

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

4.1 Town Obligations.

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

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

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

4.2 Developer Obligations.

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

4.2.2 Pursuant to Section(s) 54-5 and 6.01.07.04 of the Town Code, any new development or improvement located on any parcel of land within the municipal

boundaries of the Town or within the Town's water and wastewater service area, shall be required to connect to the Town's water and wastewater system at the time of development.

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

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

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

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

SECTION 5. DEVELOPER'S ACKNOWLEDGMENT OF RISK.

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

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

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

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

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

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

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

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

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

TOWN: TOWN OF DUNDEE
Attn: Tandra Davis, Town Manager

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

PO Box 1000
105 Center Street
Dundee, FL 33838-1000
Attention: Town Manager

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

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

DEVELOPER: Woodland Ranch Estates 3, LLC
Attn: Harold R. Baxter
4900 Dundee Road
Winter Haven, Florida 33884

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

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

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

SECTION 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement and/or any amendment(s) issued hereunder if the Developer does not transfer the records to the Town.

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

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

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

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

SECTION 16. TERMINATION AND REMEDIES.

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

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

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

SECTION 18. JURY TRIAL. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

CERTIFICATION ON LAST PAGE
 STACY M. BUTTERFIELD
 CLERK OF THE CIRCUIT COURT

11 of 15

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

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

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

- (a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing and/or entering into the Agreements, DEVELOPER certifies that it does not and did not at any time since the submission of a response to the TOWN'S initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. DEVELOPER understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate the Agreements at the TOWN'S option if the DEVELOPER is found to have submitted a false certification.
- (b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By executing the Agreements, DEVELOPER certifies that it is not on the convicted vendor list.
- (c) ***Drug-Free Workplace.*** By executing the Agreement(s), DEVELOPER certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

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

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

The rest of this page left intentionally blank; signatures follow

Executed by the parties on the date shown adjacent thereto:

Developer:

**WOODLAND RANCH ESTATES 3,
LLC, a Florida limited liability
company**

By: [Signature]
Harold R. Baxter, Managing

Member

[Signature]
Witness Brent Elliott

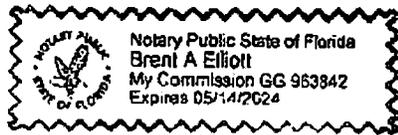
[Signature]
Witness HARLEN E. RITCHIE

2-12-24
Date

**STATE OF FLORIDA
COUNTY OF Polk**

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 12 day of February, 2024, by Harold R. Baxter, as Manager, on its behalf, who is personally known to me or who has produced _____ as identification.

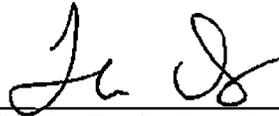
[Signature]
Notary Public, State of Florida
Printed Name: _____
My commission expires: _____



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Town of Dundee:

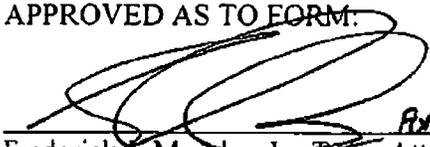
TOWN OF DUNDEE

By: 
Tandra Davis, Town Manager

ATTEST:


Trevor Douthat, Town Clerk

APPROVED AS TO FORM:


Frederick J. Murphy, Jr., Town Attorney

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

EXHIBIT A

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

RESOLUTION NO. 23-26R

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE WOODLAND RANCH ESTATES PHASE III SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) RELATED TO ENTERING INTO A DEVELOPER’S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE WITH REGARD TO THE CONDITIONAL APPROVAL OF THE CSP FOR WOODLAND RANCH ESTATES PHASE III; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, on September 13, 2022, pursuant to Chapter 190 of the Florida Statutes and applicable law, the Town Commission of the Town of Dundee, at a duly noticed public meeting, enacted Ordinance No. 22-26 establishing the Woodland Ranch Estates Community Development District (the “CDD”); and

WHEREAS, the proposed Woodland Ranch Estates Phase III Subdivision (the “Subdivision”) is to occur on approximately 10.34 +/- acres of land located on the westside of H.L. Smith Rd., north of Lake Mabel Loop Rd., south of Lake Marie Dr., and west of Lake Trask Rd. in Dundee, Florida, further described as parcel 272826-000000-023020. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning of Moderate Density Single-Family Residential (RSF-3).

WHEREAS, a copy of the location map for the Subdivision is attached hereto as **Exhibit “A”** and incorporated herein by reference; and

WHEREAS, on April 26, 2022, at a duly noticed public meeting of the Town Commission of the Town of Dundee, the Town Commission approved 0.57 +/- acres of privately owned recreation space for the Subdivision; and

WHEREAS, on March 14, 2023, the Town Commission of the Town of Dundee, at a duly noticed public meeting, passed Resolution No. 22-51 approving the Certified

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Resolution 23-26
Woodland Ranch Estates Phase III CSP
Subdivision Plan for the Woodland Ranch Estates Phases I and II (hereinafter referred to as "Phase I"); and

WHEREAS, pursuant to Section 7.02.08 of the Town of Dundee Land Development Code (the "LDC") and applicable Florida law, for purposes of site plan approval and final plat, Phase I constitutes and shall be developed as a single stage and/or phase; and

WHEREAS, on November 16, 2022, pursuant to Section 7.01.07 of the Town of, an applicant-initiated application was submitted by Gadd & Associates, LLC, Rodney A. Gadd, P.E. (the "Applicant"), for the Certified Subdivision Plan (the "CSP") for the Subdivision; and

WHEREAS, the CSP includes 36 single-family units and 0.57 +/- acres of recreational land to be owned and maintained by the Woodland Ranch Estates Community Development District (CDD) which was approved by Ordinance 22-26; and

WHEREAS, a copy of the CSP is attached hereto as **Exhibit "B"** and incorporated herein by reference; and

WHEREAS, a copy of Resolution No. 22-51 is attached hereto as **Composite Exhibit "C"** and made a part hereof by reference; and

WHEREAS, pursuant to Section 7.02.08(A) of the LDC, the Subdivision (see **Exhibit "B"**) constitutes a *development built in phases* and must be developed in strict accordance with the regulation(s) and requirement(s) for a development built in phases or stages; and

WHEREAS, pursuant to Section(s) 7.01.07(B) and 7.02.08(A) of the LDC, any amenity, either required or proposed, shall be completed in the first phase of development if phasing is proposed; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the purpose of the certified subdivision plan is to allow Town staff to review the to perform a technical review of all proposed site improvements; and

WHEREAS, pursuant to the technical review performed by the Town and/or Town's consultants, the CSP has not satisfied the general requirements set forth by Section 7.01.07 of the LDC; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the certified subdivision plan forms the basis upon which a final plat will be prepared and consists complete working drawings and design specifications; and

WHEREAS, the Applicant has substantially complied with all the requirements set forth in Section 7.01.07 of the LDC regarding the preparation the CSP for the Subdivision; and

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Resolution 23-26
Woodland Ranch Estates Phase III CSP

WHEREAS, pursuant to Section 7.02.03 of the LDC and applicable provisions of the Code of Ordinances of the Town of Dundee, a *development order* and/or *development permit* will not be approved by the Town for a development unless a satisfactory concurrency evaluation is performed in accordance with Section 6.01.00 of the LDC; and

WHEREAS, on the effective date of this Resolution, the Town of Dundee is not able to provide allocable water capacity for the Subdivision; and

WHEREAS, pursuant to Section 54-9 of the Code and Section(s) 6.01.07.03, 6.01.08 and 6.01.10 of the LDC, the Subdivision constitutes a *development built in phases* and a developer’s agreement is a condition of approval for the CSP; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC and applicable Florida law, this Resolution does not create a reservation of capacity in the Town water plant or network capacity, or a commitment to provide such service to the Subdivision; and

WHEREAS, the Applicant-initiated request that the Town Commission of the Town of Dundee conditionally approve the CSP for the Subdivision subject to the terms and conditions set forth by this Resolution; and Town Commission’s approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to final platting in accordance with applicable Town of Dundee Land Development Code and the conditions set forth by this Resolution.

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

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for the passage of this Resolution.
2. The Woodland Ranch Estates Phase III Certified Subdivision Plan (the “CSP”) is attached hereto as **Exhibit “B”** and incorporated herein by reference. The Woodland Ranch Estates Phase III Subdivision (the “Subdivision”) is located on the west side of H.L. Smith Rd., north of Lake Mabel Loop Rd., south of Lake Marie Dr., and west of Lake Trask Rd. further described as parcel 272826-000000-023020. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning of Moderate Density Single-Family Residential (RSF-3).
3. The Property is depicted by the location map which is attached hereto as **Exhibit “A”** and incorporated herein by reference.
4. The Town Commission of the Town of Dundee having reviewed the CSP and having been otherwise fully advised in the premises hereby conditionally approves the CSP for construction of utility systems and other required infrastructure in accordance with Section 54-9 of the Town of Dundee Code of Ordinances and Section(s) 6.01.07.03, 6.01.08 6.01.10 and 7.01.07 of the Town

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Resolution 23-26

Woodland Ranch Estates Phase III CSP

of Dundee Land Development Code ("LDC") and the conditions set forth in this Resolution which includes, but shall not be limited to, the following:

- a. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this Resolution, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.
 - b. Pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the "Code") and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP in order to provide, at a minimum, as follows: (1) detail the Town's inability to currently provide allocable water capacity for the Subdivision; (2) detail the necessary expansion of the Town's water treatment facilities to serve the Subdivision; and (3) detail the terms and conditions under which the Town will provide potable water utility service for the Subdivision.
 - c. Pursuant to Section 7.01.07 of the LDC and applicable provisions of the Code and LDC, all of the technical review comments which may be provided by the Town and/or Town's consultants related to the Town's review of the CSP and/or review and inspection of the Subdivision shall be satisfied and accepted by the Town and/or Town's consultants. The technical review comments may include, but shall not be limited to, any comment(s) which may be provided by Town staff, the Town's surveying consultant(s), and the Town's engineering consultant(s) related to the CSP and/or the improvements constructed as part of the Subdivision.
5. In the event the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the construction of the required infrastructure systems and/or improvements for the Subdivision shall also be complete and accepted by the Town prior to Final Subdivision Plat approval.
 6. In the event the construction of the required infrastructure systems and/or improvements for the Subdivision are not complete and accepted by the Town, Final Subdivision Plat approval for the Subdivision shall be conditioned upon the following: (a) a developer's agreement or development agreement shall be approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (b) when approved by the Town, the applicant shall provide the Town with *adequate performance security* and *adequate defect security* pursuant to the terms and provisions of a developer's agreement or development agreement.

For purposes of this Resolution, "*adequate performance security*" and "*adequate defect security*" shall mean, at a minimum, as follows:

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Resolution 23-26
Woodland Ranch Estates Phase III CSP

- (a) *Adequate performance security* shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat or final site development plan approval, as certified in writing by the engineer of record, subject to the approval by the Town's planning staff and the Town Engineer. No more than fifty percent (50%) of the value of the total required improvements for each phase of the Development shall be considered for bonding and/or letter of credit given hereunder. Subject to the terms of the applicable agreement, the performance security shall be released by the Town when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and accepted. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a duration of twenty-four (24) months; and
- (b) *Adequate defect security* shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer's agreement or development agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable agreement.
7. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions related to entering into a Developer's Agreement with the Applicant and/or Applicant's authorized designee with regard to the terms and conditions set forth by this Resolution and the Town's conditional approval of the Woodland Ranch Estates Phase III Certified Subdivision Plan.
8. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Resolution 23-26
Woodland Ranch Estates Phase III CSP

remaining provisions or portions of this Resolution shall remain in full force and effect.

- 9. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.
- 10. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, this 10th day of September, 2023.

TOWN OF DUNDEE



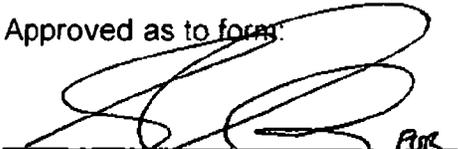
Mayor – Sam Pennant

ATTEST:



Town Clerk – Trevor Douthat

Approved as to forms:

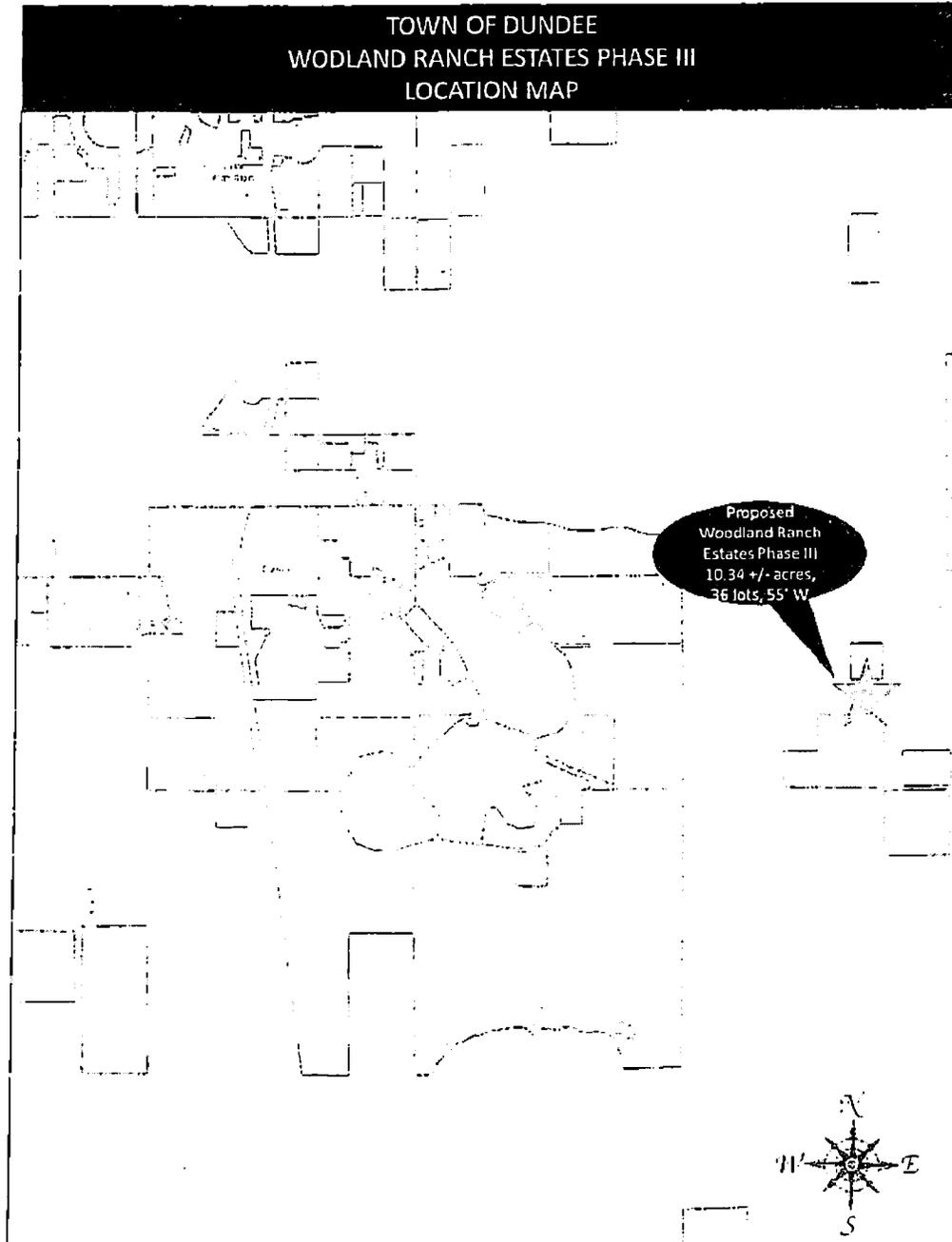


Town Attorney – Frederick J. Murphy, Jr.

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Resolution 23-26
Woodland Ranch Estates Phase III CSP

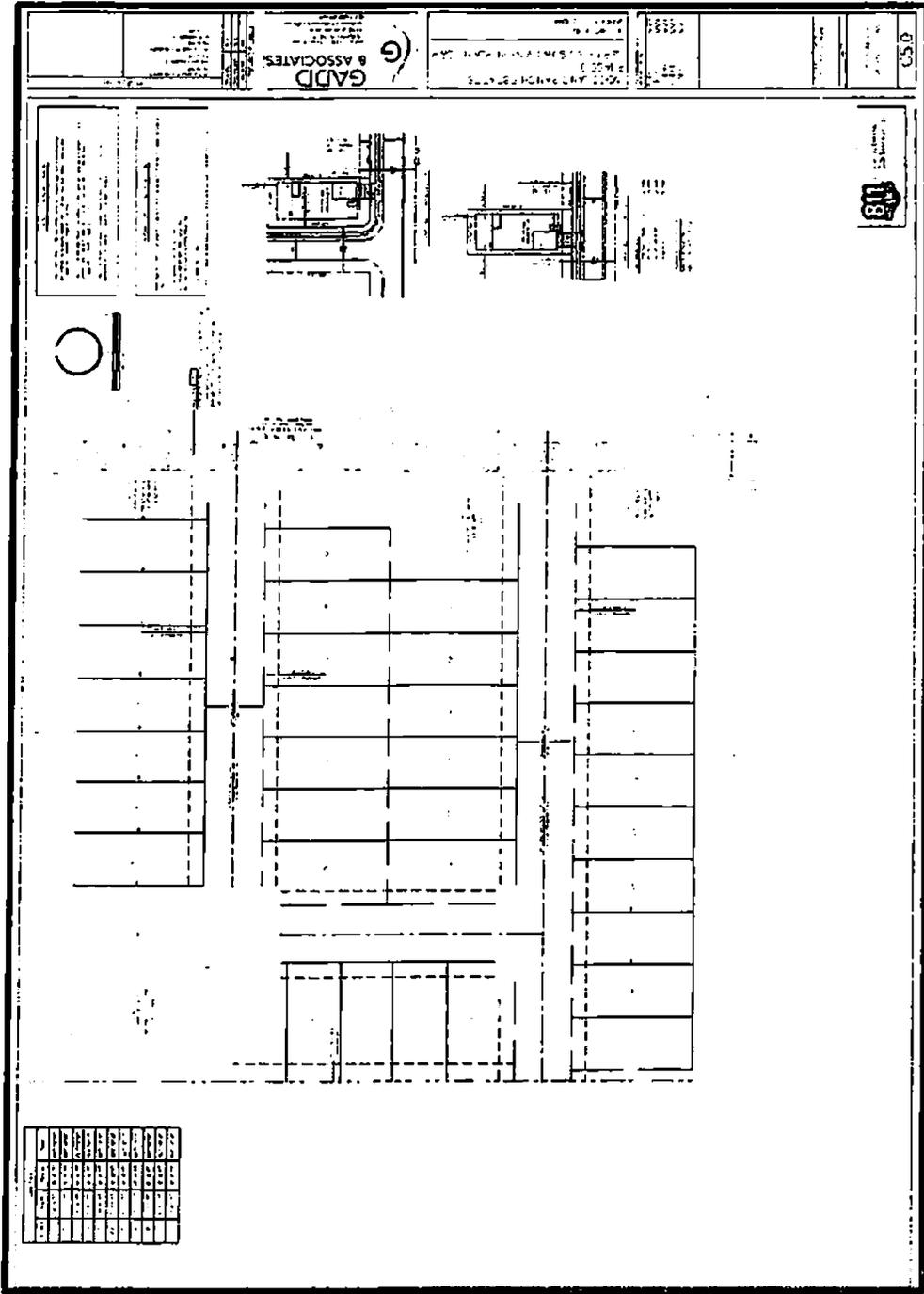
**RESOLUTION 23-26 EXHIBIT A
LOCATION MAP**



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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Resolution 23-26
Woodland Ranch Estates Phase III (CSP)

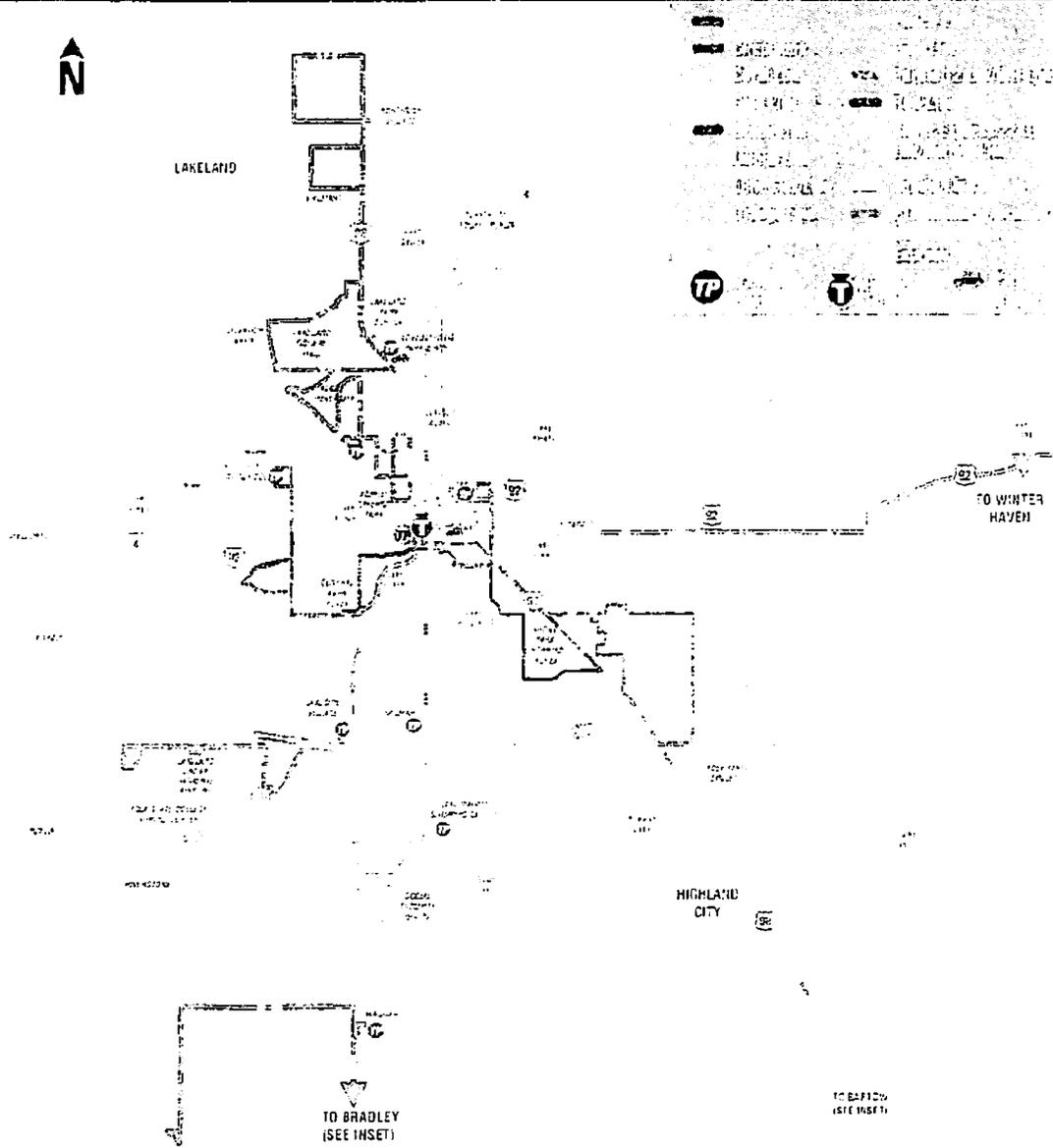
**RESOLUTION 23-26 EXHIBIT B
CERTIFIED SUBDIVISION PLAN**



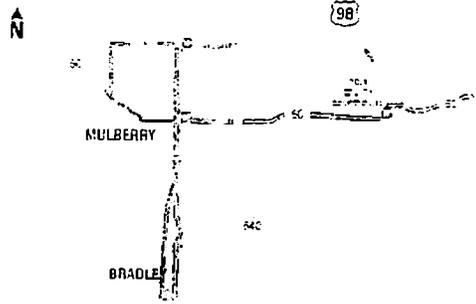
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WEST COUNTY ROUTES

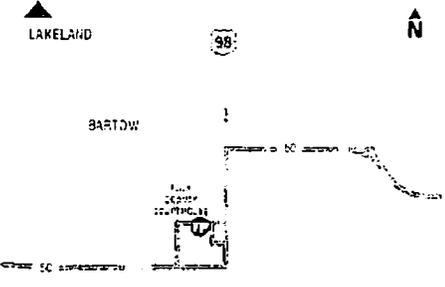
WEEKDAYS
OCTOBER
2022



21X - MULBERRY/BRADLEY/BARTOW/LAKE WALES EXPRESS



SILVER EXPRESS 22XL LAKELAND/BARTOW LINE AND 21X - MULBERRY/BRADLEY/BARTOW/LAKE WALES EXPRESS



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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

EXHIBIT C

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CLERK OF THE CIRCUIT COURT

RESOLUTION NO. 22-51

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE WOODLAND RANCH ESTATES PHASES I AND II SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) RELATED TO ENTERING INTO A DEVELOPER’S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE WITH REGARD TO THE CONDITIONAL APPROVAL OF THE CSP FOR THE WOODLAND RANCH ESTATES PHASES I AND II; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed Woodland Ranch Estates Subdivision (the “Subdivision”) is to occur on approximately 116.04 +/- acres which are located eastside of H.L. Smith Road, 0.2 +/- miles north of Lake Mabel Loop Road, in Dundee, Florida further identified as Polk County Property Appraiser’s Parcel Identification Numbers 272825-000000-044010, 272825-000000-043010, 272825-000000-043020, 272825-000000-044020, 272826-000000-021020, and 272826-000000-022010 (collectively referred to as the “Property”); and

WHEREAS, the location map for the Subdivision is attached hereto as **Exhibit “A”** and incorporated herein by reference; and

WHEREAS, on May 02, 2022, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code (LDC), Woodland Ranch Estates, LLC. (the “Applicant”), submitted a Certified Subdivision Plan (the “CSP”) for the Subdivision for approval by the Town Commission of the Town of Dundee, Florida; and

WHEREAS, the CSP is attached hereto as **Exhibit “B”** and incorporated herein by reference; and

WHEREAS, on August 24, 2021, Phase 1 and January 25, 2022, for Phase 2, the Town Commission approved a credit for 4.90 +/- acres, in total of privately owned recreation and open space; and

WHEREAS, the CSP includes 308 single-family lots and 4.90 acres of recreational land to be owned and maintained by the Woodland Ranch Estates Community Development District (CDD); and

WHEREAS, Phases I and II were combined into one project on January 25, 2022, and

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

WHEREAS, pursuant to Section 7.01.07 of the LDC, the purpose of the certified subdivision plan is to allow Town staff to perform a technical review of all proposed site improvements; and

WHEREAS, pursuant to the technical review performed by the Town and//or Town's consultants, the CSP has not satisfied the general requirements set forth by Section 7.01.07 of the LDC; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the certified subdivision plan forms the basis upon which a final plat will be prepared and consists complete working drawings and design specifications; and

WHEREAS, the Applicant has substantially complied with all the requirements set forth in Section 7.01.07 of the LDC regarding the preparation the CSP for the Subdivision; and

WHEREAS, pursuant to Section 7.02.03 of the LDC and applicable provision of the Code of Ordinances of the Town of Dundee, a development order and/or development permit will not be approved by the Town for a development unless a satisfactory concurrency evaluation is performed in accordance with Section 6.01.00 of the LDC; and

WHEREAS, on the effective date of this Resolution, the Town of Dundee is not able to provide allocable water capacity for the Subdivision; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC and applicable Florida law, this Resolution does not create a reservation of capacity in the Town water plant or network capacity, or a commitment to provide such service to the Subdivision; and

WHEREAS, the Applicant requests that the Town Commission of the Town of Dundee conditionally approve the CSP for the Subdivision subject to the terms and conditions set forth by this Resolution; and Town Commission's approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to final platting in accordance with applicable Town of Dundee Land Development Code and the conditions set forth by this Resolution.

Lorraine Peterson, Development Director

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

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

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for this Resolution.
2. The Certified Subdivision Plan (the "CSP") for the Woodland Ranch Estates Subdivision (the "Subdivision") is attached hereto as **Exhibit "B"** and incorporated herein by reference. The Subdivision is located eastside of H.L. Smith Road, 0.2 +/- miles north of Lake Mabel Loop Road, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272825-000000-044010, 272825-000000-043020, 272825-000000-043010, 272825-000000-044020, 272826-000000-021020, and 272826-000000-022010, (collectively referred to as the "Property").
3. The Property is depicted by the location map which is attached hereto as **Exhibit "A"** and incorporated herein by reference
4. The Town Commission of the Town of Dundee having reviewed the CSP and having been otherwise fully advised in the premises hereby conditionally approves the CSP for construction of utility systems and other required infrastructure in accordance with Section 7.01.07 of the Town of Dundee Land Development Code and the conditions set forth in this Resolution, as follows:
 - a. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this Resolution, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.
 - b. Pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the "Code") and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP in order to provide, at a minimum, as follows: (1) detail the Town's inability to currently provide allocable water capacity for the Subdivision; (2) detail the necessary expansion of the Town's water treatment facilities to serve the Subdivision; and (3) detail the terms and conditions under which the Town will provide potable water utility service for the Subdivision.

Lorraine Peterson, Development Director

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 STACY M. BUTTERFIELD
 CLERK OF THE CIRCUIT COURT

- c. Pursuant to Section 7.01.07 of the LDC and applicable provisions of the Code and LDC, the technical review comments which include but are not limited to, the comments included whereas composite Exhibit C (the "Comments") provided by the Town's consultants related to the CSP and Subdivision shall be satisfied and accepted by the Town and/or Town's consultants.
 - d. Unless the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the CSP shall not be considered complete for the purpose of providing a basis upon which a final plat may be considered for approval by the Town Commission of the Town of Dundee.
5. In the event the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the construction of the required infrastructure systems and/or improvements for the Subdivision shall also be complete and accepted by the Town prior to Final Subdivision Plat approval.
6. In the event the construction of the required infrastructure systems and/or improvements for the Subdivision are not complete and accepted by the Town, Final Subdivision Plat approval for the Subdivision shall be conditioned upon the following: (a) a developer's agreement or development agreement shall be approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (b) when approved by the Town, the applicant shall provide the Town with *adequate performance security* and *adequate defect security* pursuant to the terms and provisions of a developer's agreement or development agreement.

For purposes of this Resolution, "*adequate performance security*" and "*adequate defect security*" shall mean, at a minimum, as follows:

- (a) Adequate performance security shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat or final site development plan approval, as certified in writing by the engineer of record, subject to the approval by the Town's planning staff and the Town Engineer. No more than fifty percent (50%) of the value of the total required improvements for each phase of the

Lorraine Peterson, Development Director

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 STACY M. BUTTERFIELD
 CLERK OF THE CIRCUIT COURT

Development shall be considered for bonding and/or letter of credit given hereunder. Subject to the terms of the applicable agreement, the performance security shall be released by the Town when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and accepted. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a duration of twenty-four (24) months; and

- (b) Adequate defect security shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer's agreement or development agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable agreement.
7. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions related to entering into a Developer's Agreement with the Applicant and/or Applicant's authorized designee with regard to the terms and conditions set forth by this Resolution and the Town's conditional approval of the Woodland Ranch Estates Phases I and II Certified Subdivision Plan.
8. The provisions of this Resolution are severable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions or portions of this Resolution shall remain in full force and effect.

Lorraine Peterson, Development Director

CERTIFICATION ON LAST PAGE
 STACY M. BUTTERFIELD
 CLERK OF THE CIRCUIT COURT

Resolution 22-51
Woodland Ranch Estates Phases I&II
Certified Subdivision Plan (CSP)
Page 6

- 9. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.
- 10. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, this 14th day of March 2023.

TOWN OF DUNDEE



Mayor – Sam Pennant

ATTEST:



Interim Town Clerk – Trevor Douthat

Approved as to form:



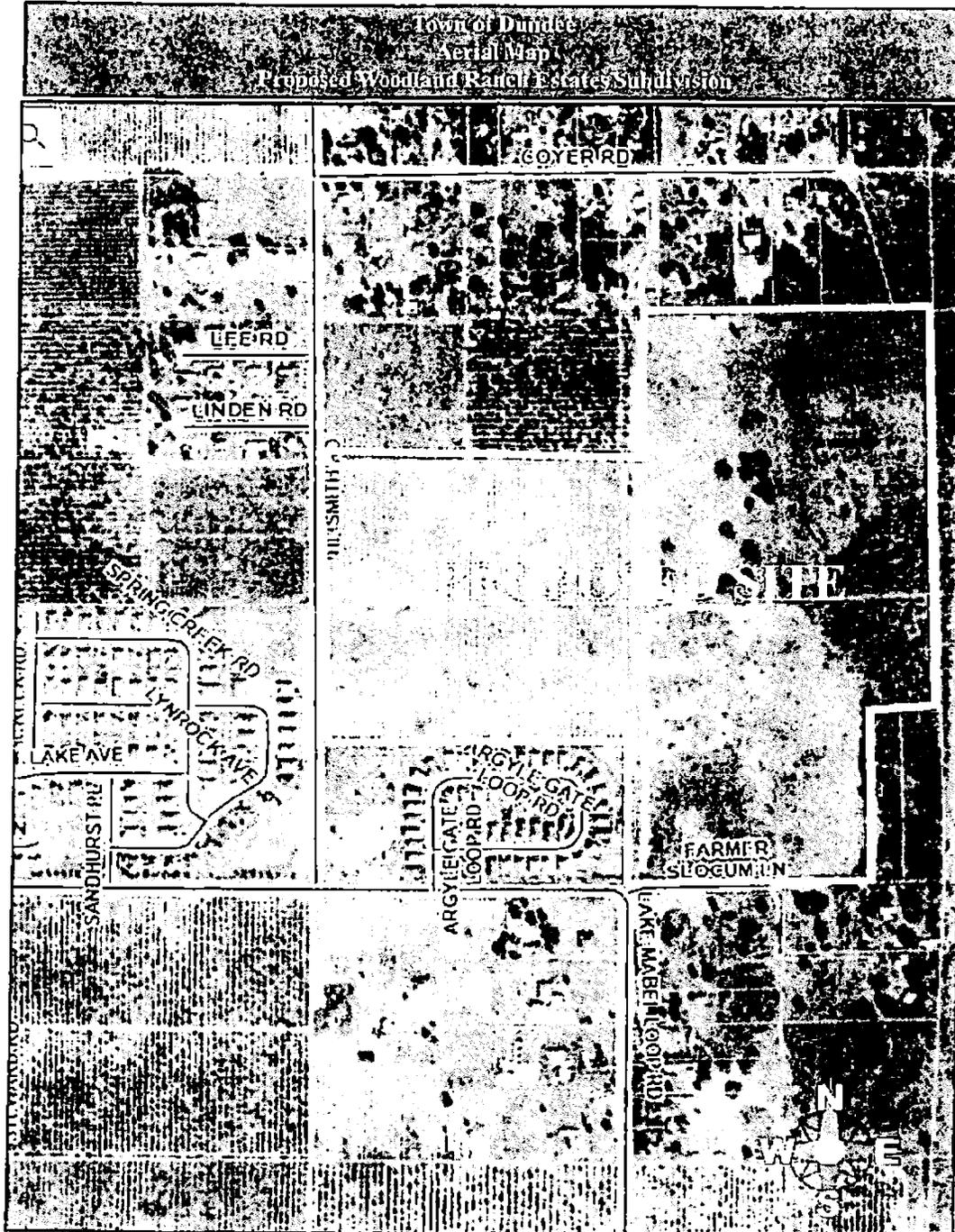
Town Attorney - Frederick J. Murphy, Jr.

Lorraine Peterson, Development Director

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Resolution 22-51
Woodland Ranch Estates Phases I&II
Certified Subdivision Plan (CSP)
Page 7

RESOLUTION 22-51 EXHIBIT A LOCATION MAP



Lorraine Peterson, Development Director

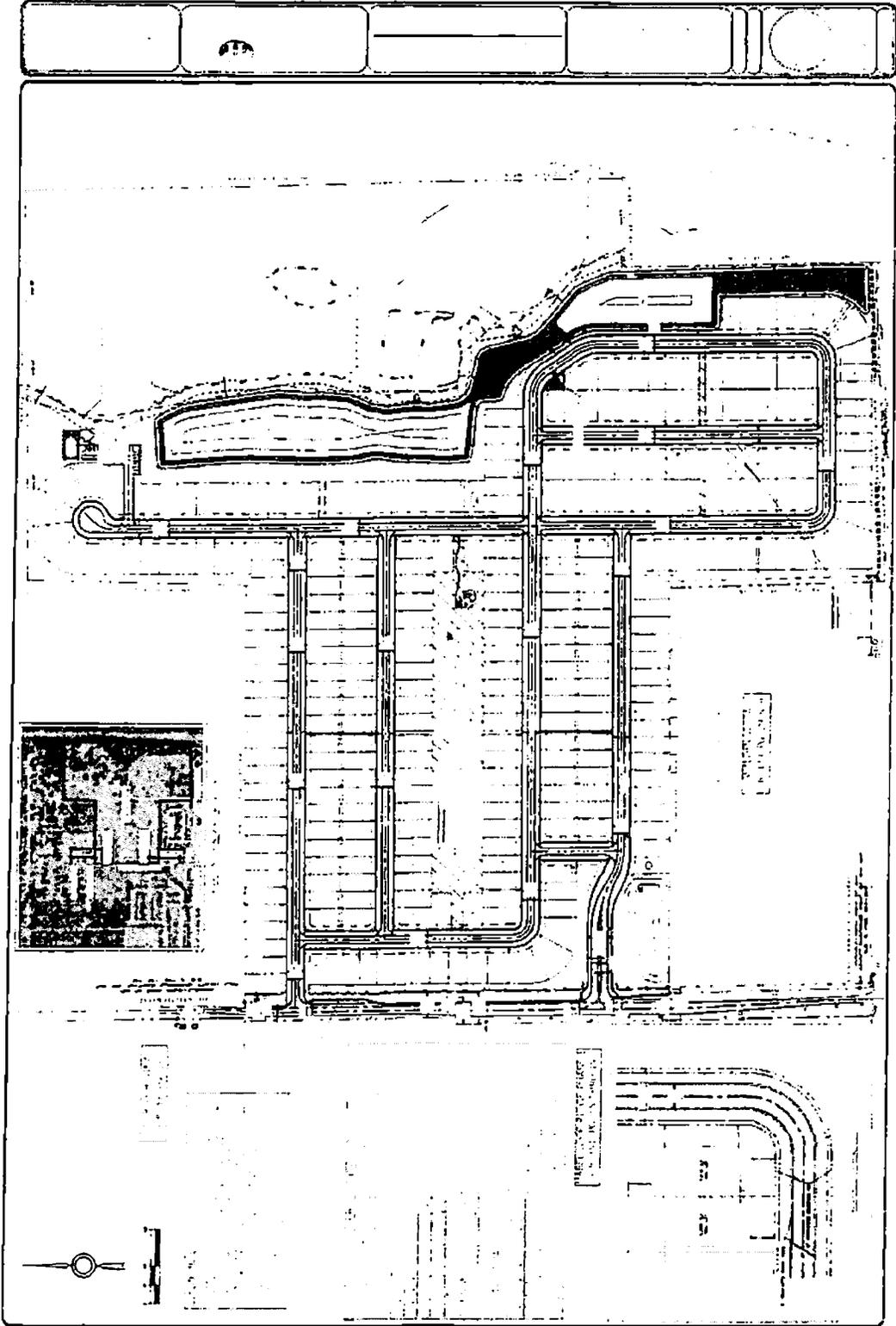
CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT



STATE OF FLORIDA, COUNTY OF POLK
this is to certify that the foregoing is a true
and correct copy of the document now of
record in this office.

This copy has been reviewed and it required by
law, reduced.
Official Seal on
By: *Stacy M. Butterfield*
STACY M. BUTTERFIELD, CLERK CIRCUIT COURT
D.C.

**RESOLUTION 22-51 EXHIBIT B
CERTIFIED SUBDIVISION PLAN**



Resolution 22-51
Woodland Ranch Estates Certified Subdivision Plan (CSP)
Page 8

INSTR # 2024039470
BK 13012 Pgs 349-382 PG(s)34
RECORDED 02/20/2024 09:48:48 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$290.50
RECORDED BY karecox

CONCURRENCY DEVELOPER'S AGREEMENT

THIS CONCURRENCY DEVELOPER'S AGREEMENT ("Agreement") is made this 13th day of February, 2024 by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **WOODLAND RANCH ESTATES 3, LLC**, a Florida limited liability corporation, whose address is 4900 Dundee Road, Winter Haven, Florida 33884 (the "Developer").

FACTUAL RECITALS

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

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

WHEREAS, the Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number: 272826-000000-023020 which totals approximately 10.34+/- acres (the "Property"); and

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

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

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

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

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

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

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

WHEREAS, pursuant to Section 54-9 of the Code and applicable provisions of the Town

Code, the Town may require a developer/owner to enter into a developer's agreement which sets forth in detail the terms and conditions under which the Town will provide utility service to the subject real property; and

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

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

WHEREAS, on November 16, 2022, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code (LDC), received an application for conditional approval of the Certified Subdivision Plan for the *Woodland Ranch Estates Phase III Subdivision* (the "CSP"); and

WHEREAS, on September 10, 2023, the Town Commission of the Town of Dundee, at a duly noticed public meeting, adopted Resolution No. 23-26 (the "Resolution") conditionally approving the CSP; and

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

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

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

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

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

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

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

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

WHEREAS, on September 10, 2023, the Town of Dundee Town Commission and Developer agreed that, as a condition precedent to its entering into this Agreement, Developer and its successors and permitted assigns indemnify and hold harmless the Town, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Developer's construction of dry-lines, the Town's inability to provide allocable water capacity for the Development, and any subject covered by this Agreement; and

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

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

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

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

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

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

3.4 "*Developer*" means WOODLAND RANCH ESTATES 3, LLC, a Florida limited liability corporation, whose address is 4900 Dundee Road, Winter Haven, Florida 33884, and any and all of the successors and permitted assigns.

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

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

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

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

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

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

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

3.11 "*Development*" means the design, construction, paving, maintenance and improvements performed by the Developer for the *Woodland Ranch Estates Phase III Subdivision* project which are the subject of this Agreement and located on, over, under and across the Property and related to and/or arising out of the Woodland Ranch Estates Subdivision.

3.12 "*Effective Date*" means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which the Certified Subdivision Plan for the *Woodland Ranch Estates Subdivision Phase III* and Resolution No. 23-26 were approved by the Town Commission at a duly noticed public meeting.

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

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

4.1 Town Obligations.

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

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

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

4.2 Developer Obligations.

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

4.2.2 Pursuant to Section(s) 54-5 and 6.01.07.04 of the Town Code, any new development or improvement located on any parcel of land within the municipal

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

boundaries of the Town or within the Town’s water and wastewater service area, shall be required to connect to the Town’s water and wastewater system at the time of development.

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

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

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

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

SECTION 5. DEVELOPER’S ACKNOWLEDGMENT OF RISK.

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

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

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

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

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

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

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

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

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

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

TOWN: TOWN OF DUNDEE
Attn: Tandra Davis, Town Manager

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CLERK OF THE CIRCUIT COURT

PO Box 1000
105 Center Street
Dundee, FL 33838-1000
Attention: Town Manager

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

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

DEVELOPER: Woodland Ranch Estates 3, LLC
Attn: Harold R. Baxter
4900 Dundee Road
Winter Haven, Florida 33884

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

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

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

SECTION 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement and/or any amendment(s) issued hereunder if the Developer does not transfer the records to the Town.

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

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

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

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

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

SECTION 16. TERMINATION AND REMEDIES.

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

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

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

SECTION 18. JURY TRIAL. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

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

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

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

- (a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing and/or entering into the Agreements, DEVELOPER certifies that it does not and did not at any time since the submission of a response to the TOWN'S initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. DEVELOPER understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate the Agreements at the TOWN'S option if the DEVELOPER is found to have submitted a false certification.
- (b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By executing the Agreements, DEVELOPER certifies that it is not on the convicted vendor list.
- (c) ***Drug-Free Workplace.*** By executing the Agreement(s), DEVELOPER certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

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

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

The rest of this page left intentionally blank; signatures follow

Executed by the parties on the date shown adjacent thereto:

Developer:

WOODLAND RANCH ESTATES 3, LLC, a Florida limited liability company

By: [Signature]
Harold R. Baxter, Managing

Member

[Signature]
Witness Brent Elliott

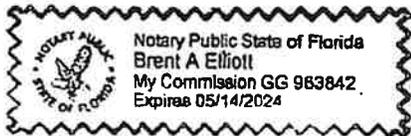
[Signature]
Witness Harold E. Ritchie

2-12-24
Date

STATE OF FLORIDA
COUNTY OF Colk

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 12 day of February, 2024, by Harold R. Baxter, as Manager, on its behalf, who is personally known to me or who has produced _____ as identification.

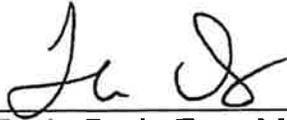
[Signature]
Notary Public, State of Florida
Printed Name: _____
My commission expires: _____



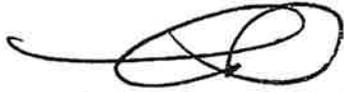
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Town of Dundee:

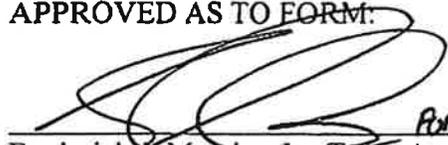
TOWN OF DUNDEE

By: 
Tandra Davis, Town Manager

ATTEST:


Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

 *FR*
Frederick J. Murphy, Jr., Town Attorney

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CLERK OF THE CIRCUIT COURT

EXHIBIT A

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

RESOLUTION NO. 23-26R

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE WOODLAND RANCH ESTATES PHASE III SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) RELATED TO ENTERING INTO A DEVELOPER’S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE WITH REGARD TO THE CONDITIONAL APPROVAL OF THE CSP FOR WOODLAND RANCH ESTATES PHASE III; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, on September 13, 2022, pursuant to Chapter 190 of the Florida Statutes and applicable law, the Town Commission of the Town of Dundee, at a duly noticed public meeting, enacted Ordinance No. 22-26 establishing the Woodland Ranch Estates Community Development District (the "CDD"); and

WHEREAS, the proposed Woodland Ranch Estates Phase III Subdivision (the "Subdivision") is to occur on approximately 10.34 +/- acres of land located on the westside of H.L. Smith Rd., north of Lake Mabel Loop Rd., south of Lake Marie Dr., and west of Lake Trask Rd. in Dundee, Florida, further described as parcel 272826-000000-023020. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning of Moderate Density Single-Family Residential (RSF-3).

WHEREAS, a copy of the location map for the Subdivision is attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, on April 26, 2022, at a duly noticed public meeting of the Town Commission of the Town of Dundee, the Town Commission approved 0.57 +/- acres of privately owned recreation space for the Subdivision; and

WHEREAS, on March 14, 2023, the Town Commission of the Town of Dundee, at a duly noticed public meeting, passed Resolution No. 22-51 approving the Certified

Resolution 23-26
Woodland Ranch Estates Phase III CSP
Subdivision Plan for the Woodland Ranch Estates Phases I and II (hereinafter referred to as "Phase I"); and

WHEREAS, pursuant to Section 7.02.08 of the Town of Dundee Land Development Code (the "LDC") and applicable Florida law, for purposes of site plan approval and final plat, Phase I constitutes and shall be developed as a single stage and/or phase; and

WHEREAS, on November 16, 2022, pursuant to Section 7.01.07 of the Town of, an applicant-initiated application was submitted by Gadd & Associates, LLC, Rodney A. Gadd, P.E. (the "Applicant"), for the Certified Subdivision Plan (the "CSP") for the Subdivision; and

WHEREAS, the CSP includes 36 single-family units and 0.57 +/- acres of recreational land to be owned and maintained by the Woodland Ranch Estates Community Development District (CDD) which was approved by Ordinance 22-26; and

WHEREAS, a copy of the CSP is attached hereto as **Exhibit "B"** and incorporated herein by reference; and

WHEREAS, a copy of Resolution No. 22-51 is attached hereto as **Composite Exhibit "C"** and made a part hereof by reference; and

WHEREAS, pursuant to Section 7.02.08(A) of the LDC, the Subdivision (see **Exhibit "B"**) constitutes a *development built in phases* and must be developed in strict accordance with the regulation(s) and requirement(s) for a development built in phases or stages; and

WHEREAS, pursuant to Section(s) 7.01.07(B) and 7.02.08(A) of the LDC, any amenity, either required or proposed, shall be completed in the first phase of development if phasing is proposed; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the purpose of the certified subdivision plan is to allow Town staff to review the to perform a technical review of all proposed site improvements; and

WHEREAS, pursuant to the technical review performed by the Town and/or Town's consultants, the CSP has not satisfied the general requirements set forth by Section 7.01.07 of the LDC; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the certified subdivision plan forms the basis upon which a final plat will be prepared and consists complete working drawings and design specifications; and

WHEREAS, the Applicant has substantially complied with all the requirements set forth in Section 7.01.07 of the LDC regarding the preparation the CSP for the Subdivision; and

Resolution 23-26
Woodland Ranch Estates Phase III CSP

WHEREAS, pursuant to Section 7.02.03 of the LDC and applicable provisions of the Code of Ordinances of the Town of Dundee, a *development order* and/or *development permit* will not be approved by the Town for a development unless a satisfactory concurrency evaluation is performed in accordance with Section 6.01.00 of the LDC; and

WHEREAS, on the effective date of this Resolution, the Town of Dundee is not able to provide allocable water capacity for the Subdivision; and

WHEREAS, pursuant to Section 54-9 of the Code and Section(s) 6.01.07.03, 6.01.08 and 6.01.10 of the LDC, the Subdivision constitutes a *development built in phases* and a developer's agreement is a condition of approval for the CSP; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC and applicable Florida law, this Resolution does not create a reservation of capacity in the Town water plant or network capacity, or a commitment to provide such service to the Subdivision; and

WHEREAS, the Applicant-initiated request that the Town Commission of the Town of Dundee conditionally approve the CSP for the Subdivision subject to the terms and conditions set forth by this Resolution; and Town Commission's approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to final platting in accordance with applicable Town of Dundee Land Development Code and the conditions set forth by this Resolution.

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

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for the passage of this Resolution.
2. The Woodland Ranch Estates Phase III Certified Subdivision Plan (the "CSP") is attached hereto as **Exhibit "B"** and incorporated herein by reference. The Woodland Ranch Estates Phase III Subdivision (the "Subdivision") is located on the west side of H.L. Smith Rd., north of Lake Mabel Loop Rd., south of Lake Marie Dr., and west of Lake Trask Rd. further described as parcel 272826-000000-023020. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning of Moderate Density Single-Family Residential (RSF-3).
3. The Property is depicted by the location map which is attached hereto as **Exhibit "A"** and incorporated herein by reference.
4. The Town Commission of the Town of Dundee having reviewed the CSP and having been otherwise fully advised in the premises hereby conditionally approves the CSP for construction of utility systems and other required infrastructure in accordance with Section 54-9 of the Town of Dundee Code of Ordinances and Section(s) 6.01.07.03, 6.01.08 6.01.10 and 7.01.07 of the Town

Resolution 23-26

Woodland Ranch Estates Phase III CSP

of Dundee Land Development Code ("LDC") and the conditions set forth in this Resolution which includes, but shall not be limited to, the following:

- a. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this Resolution, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.
 - b. Pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the "Code") and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP in order to provide, at a minimum, as follows: (1) detail the Town's inability to currently provide allocable water capacity for the Subdivision; (2) detail the necessary expansion of the Town's water treatment facilities to serve the Subdivision; and (3) detail the terms and conditions under which the Town will provide potable water utility service for the Subdivision.
 - c. Pursuant to Section 7.01.07 of the LDC and applicable provisions of the Code and LDC, all of the technical review comments which may be provided by the Town and/or Town's consultants related to the Town's review of the CSP and/or review and inspection of the Subdivision shall be satisfied and accepted by the Town and/or Town's consultants. The technical review comments may include, but shall not be limited to, any comment(s) which may be provided by Town staff, the Town's surveying consultant(s), and the Town's engineering consultant(s) related to the CSP and/or the improvements constructed as part of the Subdivision.
5. In the event the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the construction of the required infrastructure systems and/or improvements for the Subdivision shall also be complete and accepted by the Town prior to Final Subdivision Plat approval.
 6. In the event the construction of the required infrastructure systems and/or improvements for the Subdivision are not complete and accepted by the Town, Final Subdivision Plat approval for the Subdivision shall be conditioned upon the following: (a) a developer's agreement or development agreement shall be approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (b) when approved by the Town, the applicant shall provide the Town with *adequate performance security* and *adequate defect security* pursuant to the terms and provisions of a developer's agreement or development agreement.

For purposes of this Resolution, "*adequate performance security*" and "*adequate defect security*" shall mean, at a minimum, as follows:

Resolution 23-26
Woodland Ranch Estates Phase III CSP

- (a) *Adequate performance security* shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat or final site development plan approval, as certified in writing by the engineer of record, subject to the approval by the Town's planning staff and the Town Engineer. No more than fifty percent (50%) of the value of the total required improvements for each phase of the Development shall be considered for bonding and/or letter of credit given hereunder. Subject to the terms of the applicable agreement, the performance security shall be released by the Town when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and accepted. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a duration of twenty-four (24) months; and
- (b) *Adequate defect security* shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer's agreement or development agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable agreement.
7. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions related to entering into a Developer's Agreement with the Applicant and/or Applicant's authorized designee with regard to the terms and conditions set forth by this Resolution and the Town's conditional approval of the Woodland Ranch Estates Phase III Certified Subdivision Plan.
8. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all

Resolution 23-26
Woodland Ranch Estates Phase III CSP

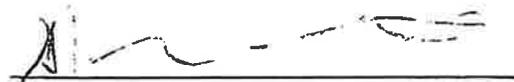
remaining provisions or portions of this Resolution shall remain in full force and effect.

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

10. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, this 10th day of September, 2023.

TOWN OF DUNDEE



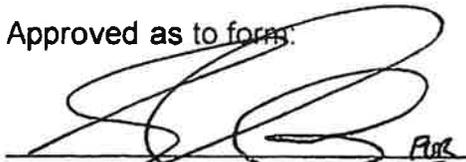
Mayor – Sam Pennant

ATTEST:



Town Clerk – Trevor Douthat

Approved as to form:

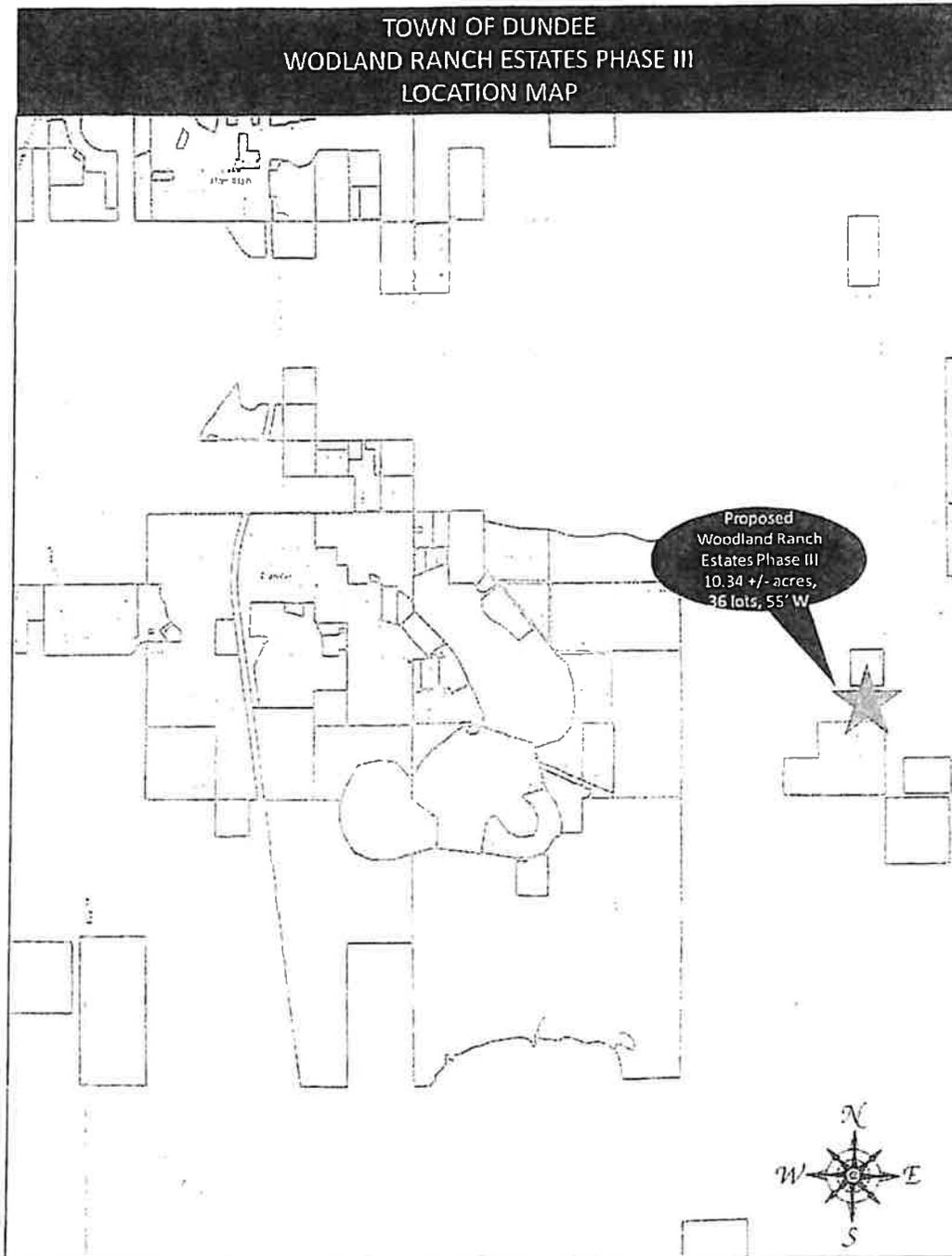


Town Attorney – Frederick J. Murphy, Jr.

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Resolution 23-26
Woodland Ranch Estates Phase III CSP

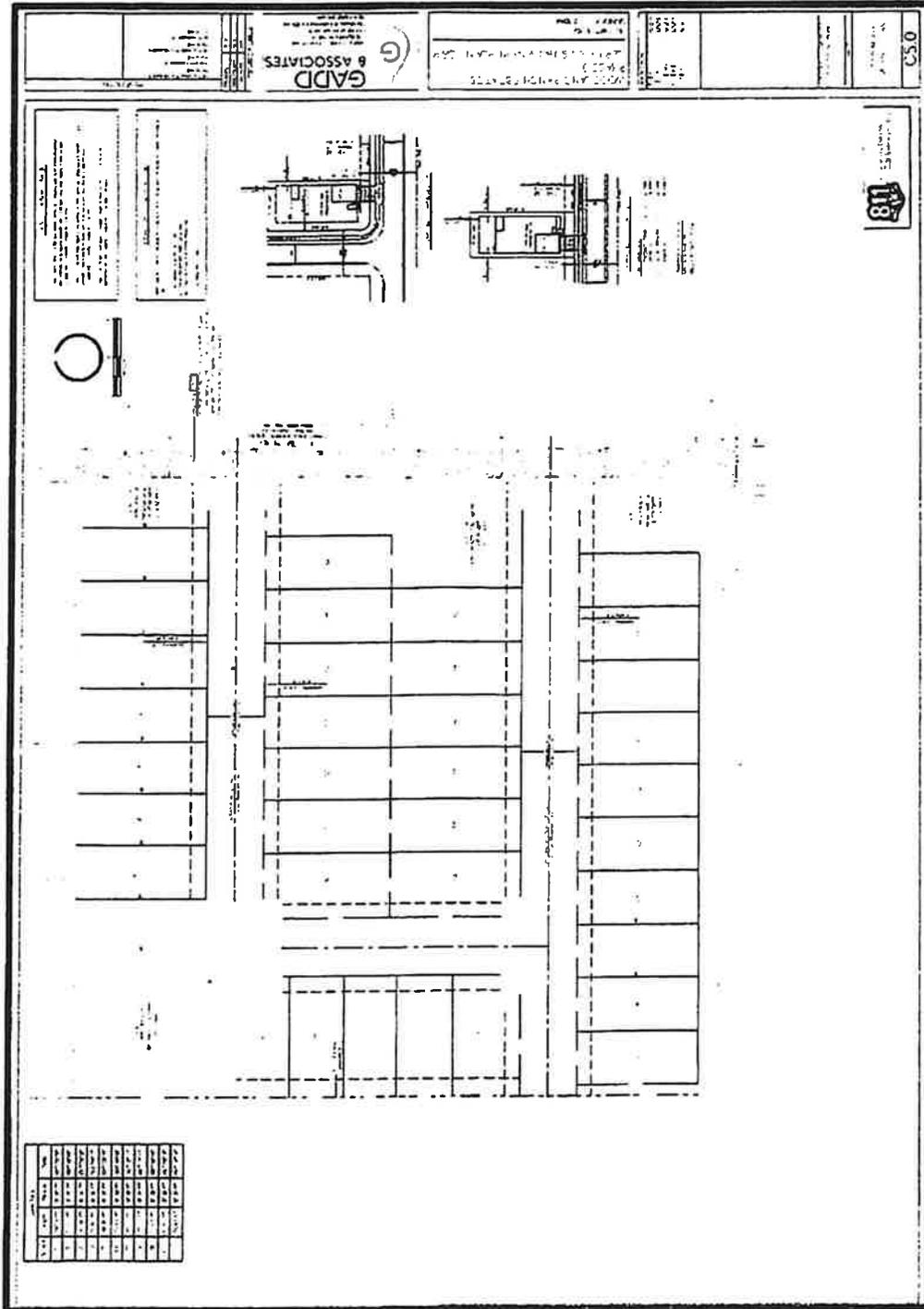
RESOLUTION 23-26 EXHIBIT A LOCATION MAP



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Resolution 23-26
Woodland Ranch Estates Phase III (CSP)

**RESOLUTION 23-26 EXHIBIT B
CERTIFIED SUBDIVISION PLAN**



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

EXHIBIT C

**CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT**

RESOLUTION NO. 22-51

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE WOODLAND RANCH ESTATES PHASES I AND II SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) RELATED TO ENTERING INTO A DEVELOPER'S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE WITH REGARD TO THE CONDITIONAL APPROVAL OF THE CSP FOR THE WOODLAND RANCH ESTATES PHASES I AND II; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed Woodland Ranch Estates Subdivision (the "Subdivision") is to occur on approximately 116.04 +/- acres which are located eastside of H.L. Smith Road, 0.2 +/- miles north of Lake Mabel Loop Road, in Dundee, Florida further identified as Polk County Property Appraiser's Parcel Identification Numbers 272825-000000-044010, 272825-000000-043010, 272825-000000-043020, 272825-000000-044020, 272826-000000-021020, and 272826-000000-022010 (collectively referred to as the "Property"); and

WHEREAS, the location map for the Subdivision is attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, on May 02, 2022, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code (LDC), Woodland Ranch Estates, LLC. (the "Applicant"), submitted a Certified Subdivision Plan (the "CSP") for the Subdivision for approval by the Town Commission of the Town of Dundee, Florida; and

WHEREAS, the CSP is attached hereto as **Exhibit "B"** and incorporated herein by reference; and

WHEREAS, on August 24, 2021, Phase 1 and January 25, 2022, for Phase 2, the Town Commission approved a credit for 4.90 +/- acres, in total of privately owned recreation and open space; and

WHEREAS, the CSP includes 308 single-family lots and 4.90 acres of recreational land to be owned and maintained by the Woodland Ranch Estates Community Development District (CDD); and

WHEREAS, Phases I and II were combined into one project on January 25, 2022, and

Resolution 22-51
Woodland Ranch Estates Phases I&II
Certified Subdivision Plan (CSP)
Page 2

WHEREAS, pursuant to Section 7.01.07 of the LDC, the purpose of the certified subdivision plan is to allow Town staff to perform a technical review of all proposed site improvements; and

WHEREAS, pursuant to the technical review performed by the Town and//or Town's consultants, the CSP has not satisfied the general requirements set forth by Section 7.01.07 of the LDC; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the certified subdivision plan forms the basis upon which a final plat will be prepared and consists complete working drawings and design specifications; and

WHEREAS, the Applicant has substantially complied with all the requirements set forth in Section 7.01.07 of the LDC regarding the preparation the CSP for the Subdivision; and

WHEREAS, pursuant to Section 7.02.03 of the LDC and applicable provision of the Code of Ordinances of the Town of Dundee, a development order and/or development permit will not be approved by the Town for a development unless a satisfactory concurrency evaluation is performed in accordance with Section 6.01.00 of the LDC; and

WHEREAS, on the effective date of this Resolution, the Town of Dundee is not able to provide allocable water capacity for the Subdivision; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC and applicable Florida law, this Resolution does not create a reservation of capacity in the Town water plant or network capacity, or a commitment to provide such service to the Subdivision; and

WHEREAS, the Applicant requests that the Town Commission of the Town of Dundee conditionally approve the CSP for the Subdivision subject to the terms and conditions set forth by this Resolution; and Town Commission's approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to final platting in accordance with applicable Town of Dundee Land Development Code and the conditions set forth by this Resolution.

Lorraine Peterson, Development Director

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

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

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for this Resolution.
2. The Certified Subdivision Plan (the "CSP") for the Woodland Ranch Estates Subdivision (the "Subdivision") is attached hereto as **Exhibit "B"** and incorporated herein by reference. The Subdivision is located eastside of H.L. Smith Road, 0.2 +/- miles north of Lake Mabel Loop Road, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272825-000000-044010, 272825-000000-043020, 272825-000000-043010, 272825-000000-044020, 272826-000000-021020, and 272826-000000-022010, (collectively referred to as the "Property").
3. The Property is depicted by the location map which is attached hereto as **Exhibit "A"** and incorporated herein by reference
4. The Town Commission of the Town of Dundee having reviewed the CSP and having been otherwise fully advised in the premises hereby conditionally approves the CSP for construction of utility systems and other required infrastructure in accordance with Section 7.01.07 of the Town of Dundee Land Development Code and the conditions set forth in this Resolution, as follows:
 - a. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this Resolution, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.
 - b. Pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the "Code") and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP in order to provide, at a minimum, as follows: (1) detail the Town's inability to currently provide allocable water capacity for the Subdivision; (2) detail the necessary expansion of the Town's water treatment facilities to serve the Subdivision; and (3) detail the terms and conditions under which the Town will provide potable water utility service for the Subdivision.

Lorraine Peterson, Development Director

CERTIFICATION ON LAST PAGE
 STACY M. BUTTERFIELD
 CLERK OF THE CIRCUIT COURT

- c. Pursuant to Section 7.01.07 of the LDC and applicable provisions of the Code and LDC, the technical review comments which include but are not limited to, the comments included whereas composite Exhibit C (the "Comments") provided by the Town's consultants related to the CSP and Subdivision shall be satisfied and accepted by the Town and/or Town's consultants.
 - d. Unless the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the CSP shall not be considered complete for the purpose of providing a basis upon which a final plat may be considered for approval by the Town Commission of the Town of Dundee.
5. In the event the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the construction of the required infrastructure systems and/or improvements for the Subdivision shall also be complete and accepted by the Town prior to Final Subdivision Plat approval.
6. In the event the construction of the required infrastructure systems and/or improvements for the Subdivision are not complete and accepted by the Town, Final Subdivision Plat approval for the Subdivision shall be conditioned upon the following: (a) a developer's agreement or development agreement shall be approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (b) when approved by the Town, the applicant shall provide the Town with *adequate performance security* and *adequate defect security* pursuant to the terms and provisions of a developer's agreement or development agreement.

For purposes of this Resolution, "*adequate performance security*" and "*adequate defect security*" shall mean, at a minimum, as follows:

- (a) Adequate performance security shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat or final site development plan approval, as certified in writing by the engineer of record, subject to the approval by the Town's planning staff and the Town Engineer. No more than fifty percent (50%) of the value of the total required improvements for each phase of the

Development shall be considered for bonding and/or letter of credit given hereunder. Subject to the terms of the applicable agreement, the performance security shall be released by the Town when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and accepted. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a duration of twenty-four (24) months; and

- (b) Adequate defect security shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer's agreement or development agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable agreement.
7. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions related to entering into a Developer's Agreement with the Applicant and/or Applicant's authorized designee with regard to the terms and conditions set forth by this Resolution and the Town's conditional approval of the Woodland Ranch Estates Phases I and II Certified Subdivision Plan.
8. The provisions of this Resolution are severable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions or portions of this Resolution shall remain in full force and effect.

Resolution 22-51
Woodland Ranch Estates Phases I&II
Certified Subdivision Plan (CSP)
Page 6

- 9. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.
- 10. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, this 14th day of March 2023.

TOWN OF DUNDEE



Mayor – Sam Pennant

ATTEST:



Interim Town Clerk – Trevor Douthat

Approved as to form:



Town Attorney - Frederick J. Murphy, Jr.

Lorraine Peterson, Development Director

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Resolution 22-51
Woodland Ranch Estates Phases I&II
Certified Subdivision Plan (CSP)
Page 7

RESOLUTION 22-51 EXHIBIT A LOCATION MAP



Lorraine Peterson, Development Director

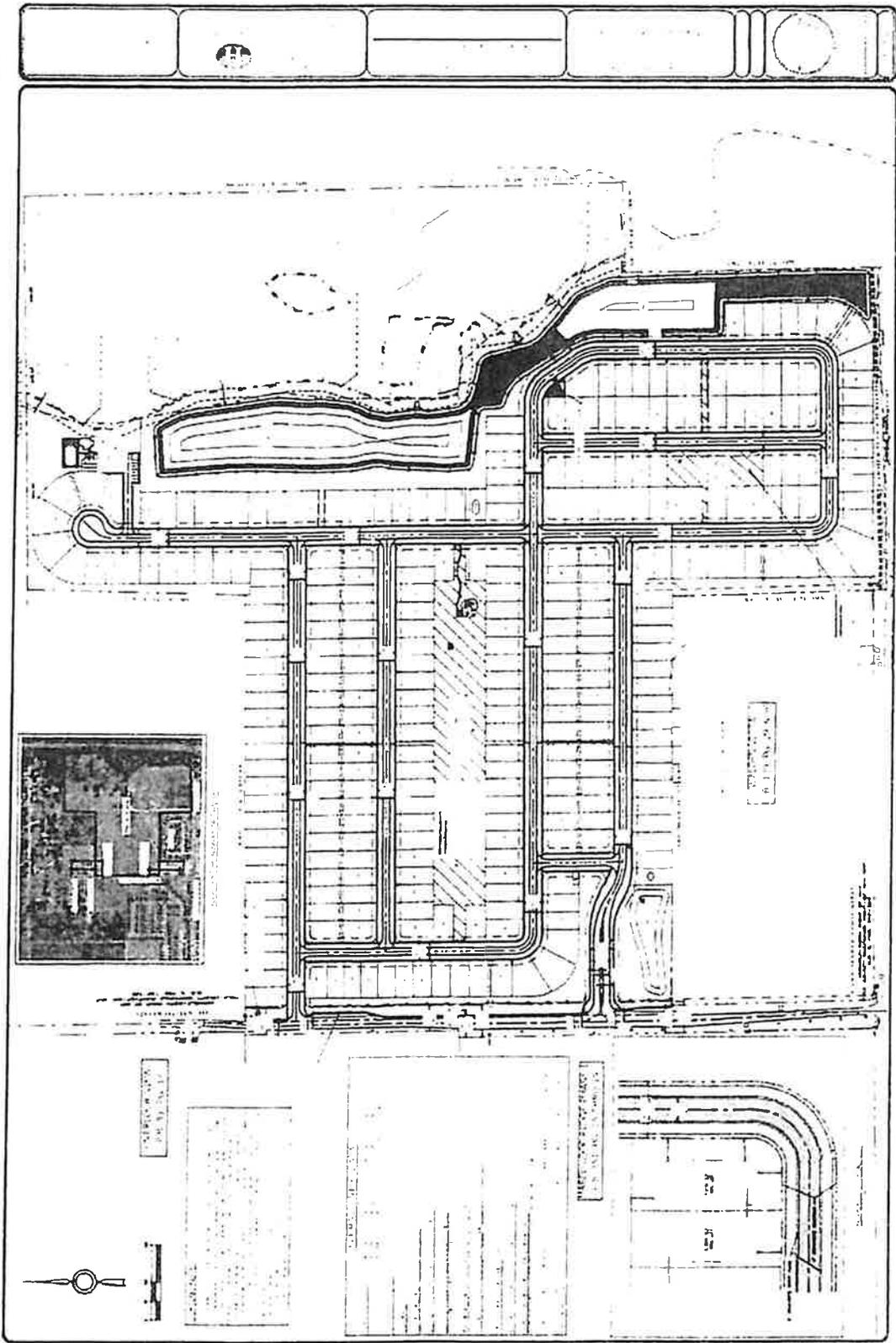
CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT



**RESOLUTION 22-51 EXHIBIT B
CERTIFIED SUBDIVISION PLAN**

STATE OF FLORIDA, COUNTY OF POLK
This is to certify that the foregoing is a true
and correct copy of the document now of
record in this office. Witness my hand and
Official Seal on _____

This copy has been reviewed, and if required by
law, rejected.
By STACY M. BARTZ-REBELO, CLERK, POLK COUNTY
D.C.



AFFIDAVIT OF INTEREST PARTIES
WOODLAND RANCH ESTATES PHASE TWO

Before me, the undersigned authority, personally appeared TULA MICHELE HAFF, Attorney at Law, being duly sworn, deposes and states:

1. I am the attorney for Woodland Ranch Estates 3, LLC and have personal knowledge of the facts herein.
2. This affidavit is made with regard to the following property: See Attachment A
3. I have reviewed a copy of the Property Information Report for WOODLAND RANCH ESTATES PHASE TWO with an effective date of February 12, 2026 ("the "Report") and have personal knowledge that all encumbrances, easements and/or documents of record affecting the subject real property are identified by the Report. There are no additional documents which are not of record affecting the subject real property. The only lien or security interest encumbering the subject real property is the government lien in favor of the Woodland Ranch Estates Community Development District. There are no security or lien interests encumbering the dedications and/or anticipated conveyance(s) to the Town of Dundee. The sole record fee simple title holder is Woodland Ranch Estates 3, LLC.

FURTHER AFFIANT SAYETH NAUGHT.



 TULA MICHELE HAFF, Attorney at Law

NOTARY

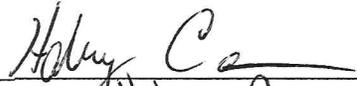
STATE OF FLORIDA)

) ss:

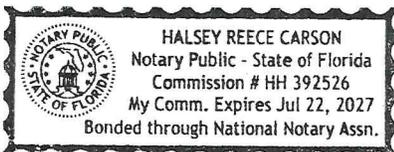
COUNTY OF POLK)

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence, this 23 day of February, 2026, by TULA MICHELE HAFF, who is personally known to me.

[NOTARIAL SEAL]

Notary: 

 Print Name: Halsey Carson
 Notary Public, State of Florida
 My commission expires: 7-22-27



Attachment A

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION 26,
TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND
EXCEPT RIGHT-OF-WAY FOR H.L. SMITH ROAD

WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT
AFFIDAVIT OF AUTHORITY

Before me, the undersigned authority, personally appeared Halsey Carson, as Chairman, Board of Supervisors of WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the District, being duly sworn, deposes and states:

- 1. This affidavit is made with regard to the following property: See Attachment A
- 2. WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes.
- 3. Halsey Carson, is the Chairman of the Board of Supervisors of WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT.
- 4. Halsey Carson as Chairman of the Board of Supervisors of WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT has power and authority to execute on behalf of WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT the documentation necessary or convenient for the dedications, joining and recording of a Plat.

FURTHER AFFIANT SAYETH NAUGHT.

WOODLAND RANCH ESTATES
COMMUNITY DEVELOPMENT DISTRICT
a local unit of special-purpose government

By: Halsey Carson
Name: Halsey Carson
Title: Chairman, Board of Supervisors

STATE OF FLORIDA:
COUNTY OF POLK:

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization (Check a box) on February 24, 2026, by Halsey Carson, as Chairman, Board of Supervisors of WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT, on behalf of the District, who is personally known to me or produced _____ for identification. (Check a box).

[NOTARIAL SEAL]



Notary: Tula Michele Haff
Print Name: Tula Michele Haff
Notary Public, State of Florida

Attachment A

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION 26,
TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT
RIGHT-OF-WAY FOR H.L. SMITH ROAD

WOODLAND RANCH ESTATES 3, LLC
AFFIDAVIT OF AUTHORITY

Before me, the undersigned authority, personally appeared Harold R. Baxter, as Manager of HRB LAND INVESTMENTS, LLC, a Florida limited liability company, the Manager of CENTER STATE DEVELOPMENT 2, LLC, a Florida limited liability company, which is the sole Manager and Member of WOODLAND RANCH ESTATES 3, LLC, a Florida limited liability company, on behalf of the company, being duly sworn, deposes and states:

1. This affidavit is made with regard to the following property: See Attachment A
2. HRB LAND INVESTMENTS, LLC, CENTER STATE DEVELOPMENT 2, LLC, and WOODLAND RANCH ESTATES 3, LLC, are all Florida limited liability companies and are currently in good standing with the states of Florida.
3. CENTER STATE DEVELOPMENT 2, LLC is the sole Member and sole Manager of WOODLAND RANCH ESTATES 3, LLC.
4. HRB LAND INVESTMENTS, LLC is the Manager of CENTER STATE DEVELOPMENT 2, LLC.
5. Harold R. Baxter, is the sole Member and sole Manager of HRB LAND INVESTMENTS, LLC.
6. **Harold R. Baxter** as manager of HRB LAND INVESTMENTS, LLC, a Florida limited liability company, the Manager of CENTER STATE DEVELOPMENT 2, LLC, a Florida limited liability company, the Manager of WOODLAND RANCH ESTATES 3, LLC, a Florida limited liability company has full power and authority to execute on behalf of WOODLAND RANCH ESTATES 3, LLC without the written consent of any other manager or member all documentation necessary or convenient for the recording of a Plat and deeds relating thereto including but not limited to dedications contained within Plats, applications, granting of easements and right of ways and generally conveying the asset of WOODLAND RANCH ESTATES 3, LLC including but not limited to the property reference above and no contrary powers or restrictions appear in the company documents.

FURTHER AFFIANT SAYETH NAUGHT.

WOODLAND RANCH ESTATES 3, LLC
a Florida limited liability company

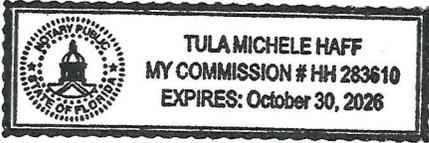
By: CENTER STATE DEVELOPMENT 2, LLC,
a Florida limited liability company its Manager
By: HRB LAND INVESTMENTS, LLC
a Florida limited liability company
its Manager

By: 
Harold R. Baxter, Manager

STATE OF FLORIDA:
COUNTY OF POLK:

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization (Check a box) on 2/24, 2026, by Harold R. Baxter, as Manager of HRB LAND INVESTMENTS, LLC, a Florida limited liability company, the Manager of CENTER STATE DEVELOPMENT 2, LLC, a Florida limited liability company, the Manager of **WOODLAND RANCH ESTATES 3, LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or produced _____ for identification. (Check a box).

[NOTARIAL SEAL]



Notary: Tula Michele Haff
Print Name: Tula Michele Haff

Attachment A

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION 26,
TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT
RIGHT-OF-WAY FOR H.L. SMITH ROAD



Meeting Agenda Coversheet

MEETING DATE:	March 10, 2026	Submitted By: Ken Cassel, Town Manager	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, RESOLUTION 26-10, BUDGET AMENDMENT FY 2025-2026		
STAFF RECOMMENDATION: (MOTION READY)	Motion to approve Resolution 26-10, Budget Amendment FY 2025-2026		
SUMMARY and/or JUSTIFICATION:	The Town Commission will consider approval of Resolution 26-10 amending the fiscal year 2025 – 2026 annual budget.		
	Resolution 26-10 amends the FY 2025 – 2026 annual budget's general fund, impact fund and enterprise fund to provide for emergency for Public Financial Services, adjustments in revenues and expenditures experienced during the year.		
SELECT, if applicable	BUDGET:		
	STAFF REPORT:		PROCLAMATION:
	EXHIBIT(S):	X	OTHER:
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Resolution 26-10 Exhibit A		
SELECT, if applicable	RESOLUTION:	X	ORDINANCE:
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>	A RESOLUTION OF THE TOWN OF DUNDEE, POLK COUNTY, FLORIDA, AMENDING FINAL APPROPRIATION OF FUNDS FOR THE FISCAL YEAR 2025-2026 BUDGET; PROVIDING FOR EMERGENCY FOR PUBLIC FINANCIAL SERVICES		
FISCAL IMPACT (if any):			\$0.00

Town of Dundee
Resolution 26-10
Budget Amendment FY 2025-2026

RESOLUTION NO. 26-10

A RESOLUTION OF THE TOWN OF DUNDEE, POLK COUNTY, FLORIDA, AMENDING FINAL APPROPRIATION OF FUNDS FOR THE FISCAL YEAR 2025-2026 BUDGET; PROVIDING EMERGENCY FOR PUBLIC FINANCIAL SERVICES

WHEREAS, revenue and expenditure estimates are made prior to the beginning of each fiscal year, and

WHEREAS, events occur during each fiscal year which were not anticipated by the original estimates, and

WHEREAS, a change in circumstances regarding projected revenue and expenditures occurred making it appropriate to amend the Fiscal Year 2025 – 2026 budget, and

WHEREAS, each fund budget shall not exceed their appropriation per Florida Statute 166.241:

NOW, THEREFORE, BE IT RESOLVED By the Town of Dundee, Polk County, Florida that:

1. That the budget for the Fiscal Year 2025 – 2026 of the Town of Dundee is hereby amended as detailed on **Exhibit “A”** as attached hereto.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in Regular Session this 10th day of March 2026.

TOWN OF DUNDEE

Mayor – Sam Pennant

Town of Dundee
Resolution 26-10
Budget Amendment FY 2025-2026

ATTEST:

Town Clerk – Erica Anderson, CMC

Approved as to form:

Town Attorney – Markeishia Smith

EXHIBIT A



BUDGET AMMENDMENT

DATE:	Tuesday, March 10, 2026	FY 2026
TO:	Kenneth Cassel, Town Manager	Res. # 26-10
FROM:	Mike Howard - CLA	
SUBJECT:	Budget Amendment	

REVENUE:

Acct.	For	Total
--------------	------------	--------------

EXPENSE:

Acct.	For	Total
001-510-310 - Professional Services	Public Financial Services	\$ 161,200.00

Explanation

Recognize Resolution 26-08, Memorializing Declaration of Emergency for Public Financial Services not to exceed (\$161,200.00)



BUDGET AMMENDMENT

DATE: Tuesday, March 10, 2026

FY 2026

TO: Kenneth Cassel, Town Manager

Res. # 26-10

FROM: Mike Howard - CLA

SUBJECT: Budget Amendment

REVENUE:

Acct.	For	Total
--------------	------------	--------------

EXPENSE:

Acct.	For	Total
001-513-31(Finance Dept	Public Financial Services Budget	\$ 135,000.00
	Public Financial Services - Year-End Support	\$ (95,000.00)
	Public Financial Services - YE, Budget Support	\$ (161,200.00)
	<hr/> Budget Deficit	<hr/> \$ (121,200.00)
	Budget Amendment	\$ 121,200.00

Explanation

Recognize Resolution 26-08, Memorializing Declaration of Emergency for Public Financial Services not to exceed \$161,200.00)



Meeting Agenda Coversheet

MEETING DATE:	March 10, 2026	Submitted By: Lorraine Peterson- Planning & Zoning	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	Resolution 26-02 Wawa- Special Exception for Business Directional Sign		
STAFF RECOMMENDATION: (MOTION READY)	State the motion here: A motion to recommend approval to Town Commission of the request by Matthew Development Investments, LLC for a Special Exception for Business Directional Signs for property located in the Town of Dundee on 2.86 +/- acres of land zoned Commercial Highway.		
SUMMARY and/or JUSTIFICATION:	<p>This item was introduced by Matthew Development Investments, LLC. The applicant is seeking a Special Exception for Business Directional Signs as stated in section 4.05.00 of the Land Development Code (LDC). Matthew Development Investments, LLC has submitted a complete application on August 30, 2025. The Development Review Committee has reviewed the Special Exception application and has approved it according to section 7.04.00 of the LDC. The recommendation of approval of this application will ensure compliance with the Town of Dundee's Land Development Code.</p> <p>This will produce an increase in the Town's tax base by way of adding two new commercial businesses.</p>		
SELECT, if applicable	AGREEMENT:	<input type="checkbox"/>	BUDGET:
	STAFF REPORT:	<input checked="" type="checkbox"/>	PROCLAMATION:
	EXHIBIT(S):	<input checked="" type="checkbox"/>	OTHER:
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Staff Report Resolution 26-02		
SELECT, if applicable	RESOLUTION: Resolution 26-02	<input type="checkbox"/>	ORDINANCE:
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <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>	<p>A RESOLUTION APPROVING THE REQUEST OF JON JANSSEN OF MATTHEW DEVELOPMENT TO OBTAIN A SPECIAL EXCEPTION WITH CONDITIONS FOR BUSINESS DIRECTIONAL SIGNS ON APPROXIMATELY 2.86 +/- ACRES ZONED COMMERCIAL HIGHWAY (CH) LOCATED AT NORTHEAST CORNER OF HIGHWAY 27 AND DUNDEE ROAD, FURTHER DESCRIBED AS PARCEL IDENTIFICATION NUMBERS: 272829-848000-001430, 272829-848000-001060, 272829-848000-001082, 272829-848000001080, 272829-848000-001102, 272829-848000-001101, 272829-848000-001121, 272829-848000-001122, 272829-848000-001142, 272829-848000-001141, 272829-848000-001371, 272829-848000-001372, 272829-848000-001390 in Section 29, Township 28, and Range 27 ; PROVIDING FOR TIMING; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) WITH REGARD TO THE CONDITIONS OF APPROVING; INCLUDING, BUT NOT LIMITED TO, NEGOTIATING AND ENTERING INTO</p>		

	<p>A DEVELOPER'S AGREEMENT ON BEHALF OF THE TOWN OF DUNSTABLE PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.</p>	<i>Item 6.</i>
FISCAL IMPACT <i>(if any):</i>	There is not a fiscal impact on the Town.	\$0.00

TOWN OF DUNDEE TOWN COMMISSION WAWA SPECIAL EXCEPTION

	To: Planning and Zoning Board
	Agenda Date: March 10, 2026
	Department: Planning and Zoning
	Discussion Topic: Special Exception for Business Directional Sign
	Applicant: Matthew Development
	Property Owners: Cynthia C Payne, Payne 27 LLC, & Payne Norman III & Cynthia C Revocable Trust
	Planning & Zoning Board Recommendation: Approved 4-0-December 18, 2025
	Town Commission 1st Hearing: Pending Hearing
	Town Commission 2nd Hearing: N/A
	DEO Comments: N/A
Prepared By: Lorraine Peterson, Development Director	

REQUEST AND SITE LOCATION:

The Applicant, Matthew Dundee Investments LLC, is requesting a Special Exception for property located in the Town of Dundee. The applicant current Zoning is General Retail Commercial (CC), the proposed zoning is Highway Commercial (CH) on 2.86 +/- acres.

The proposed site is located at the northeast corner of Highway 27 and Dundee Road on 2.86 +/- acres in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcels:

- 272829-848000-001430, 272829-848000-001060, 272829-848000-001082,
- 272829-848000-001080, 272829-848000-001102, 272829-848000-001101,
- 272829-848000-001121, 272829-848000-001122, 272829-848000-001142,
- 272829-848000-001141, 272829-848000-001371, 272829-848000-001372,
- 272829-848000-001390

**TOWN OF DUNDEE
TOWN COMMISSION
WAWA SPECIAL EXCEPTION**

BUSINESS DIRECTIONAL SIGNS

SECTION 4.05.00

Business directional signs may be authorized in all districts as a special exception subject to the following requirements:

1. Signs shall face and be located on property fronting U.S. 27.
2. Signs shall be limited to 30 square feet in size and 15 feet in height.
3. Signs shall be set back no less than 15 feet from all property lines.
4. No business directional sign shall be located within 500 feet of another business directional sign or billboard on the same side of the road.
5. Signs shall not contain changeable copy or advertise businesses or activities which are discontinued or not located in the Town of Dundee.

SPECIAL EXCEPTION INFORMATION:

DEVELOPMENT:

According to the Land Development Regulations, the development and use of the site of an approved special exception must be in accordance with the approved site plan and application materials. The approved site plan shall be filed with the development director, and all development shall be in compliance with that plan.

CONDITIONS:

The Planning and Zoning Board may recommend, and the Town Commission may impose any conditions or safety measures found to be necessary to ensure the compatibility of the special exception with surrounding properties or the community in general. These may include, but are not limited to, requiring restrictions on hours of operation and size of buildings, additional landscape and buffer areas, limiting vehicular access points and location of off-street parking, and similar conditions. Violation of any such condition or safeguard shall be deemed a violation of the Land Development Regulations and may result in a revocation of any special exception, in addition to any other remedy for such violations provided in the Regulations.

**TOWN OF DUNDEE
TOWN COMMISSION
WAWA SPECIAL EXCEPTION**

EXPIRATION:

Once approved, a special exception can continue indefinitely unless it expires. The Land Development Regulations include provisions for the expiration of a special exception. The special exception approval will expire if one of the following conditions is met:

1. If a special exception does not begin to serve the purpose for which it was granted permission within 180 days from the date of approval.
2. If a time limit is established as a condition of approval.
3. If the approved use is abandoned for 180 days or more.

DENIAL:

The Planning and Zoning Board may recommend denial of any application for any special exception, and the Town Commission may deny any application for special exception, for one or more of the following reasons:

1. It is inconsistent with the Town of Dundee comprehensive plan.
2. It would violate the concurrency management standards in article 6 of the LDRs.
3. It does not meet the requirements of the applicable special exception regulations.
4. It would endanger the public's health and safety.
5. It would substantially injure the value of adjoining properties.
6. It would not be compatible with the area in which it is to be located.

TOWN OF DUNDEE TOWN COMMISSION WAWA SPECIAL EXCEPTION

ANALYSIS

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

SURROUNDING USES

Table 1: Surrounding Uses

Northwest Bar & Vacant Land FLU-Commercial Zoning-CH	North Dundee Commercial & Residential FLU-Comm. & MDR Zoning-CH & RTF	Northeast Dundee Residential FLU-MDR Zoning-RTF
West Dundee Auto Sales FLU-Commercial Zoning-CH	Subject Site Current Use: Medical Clinic/ Vacant Land Current FLU-Commercial Current Zoning- CC Proposed Zoning-CH Proposed Use: Wawa Gas Station & Big Dan’s Car Wash	East Dundee Commercial FLU-Commercial Zoning-CC
Southwest Dundee Gas Station FLU-Commercial Zoning-CH	South Dundee Hardee’s & Grease Monkey FLUM-Commercial Zoning-CH	Southeast Dundee Ridge Community Church FLU-Commercial Zoning-CH

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

TOWN OF DUNDEE
TOWN COMMISSION
WAWA SPECIAL EXCEPTION

POTABLE WATER & SANITARY SEWER

This site is currently served by the Town of Dundee’s potable water system, and will tie into the Town’s sanitary sewer system, there is an 8” force main located on Lemon Avenue.

SOLID WASTE

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

ROADS

Access to the proposed site will be off Lemon Ave, and Dundee Road and a traffic impact study is currently being reviewed by FDOT and the Town.

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 at that time.

SCHOOL IMPACTS

The proposed use does not pose any impact to the public school system. However, any development will have to address school concurrency issues and any necessary mitigation at the time of site plan approval.

TOWN OF DUNDEE TOWN COMMISSION WAWA SPECIAL EXCEPTION

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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

Table 2: Consistency with the Comprehensive Plan

Comprehensive Plan Policy	Analysis
<p>FLU Policy 5.1: Direct higher densities and intensity of use to areas where public facilities and services are available or are projected to be available. Limit the density and intensity of use in areas where public facilities and services are not available.</p>	<p>Potable water is currently provided by the TOD, and septic currently serves as the wastewater but there is an 8” force main on the south side of Lemon Ave.</p>
<p>FLU Policy 5.2: Ensure that development orders or permits for future development and redevelopment are issued only if the public facilities and services necessary to meet the adopted level of service standards are available concurrent with the impacts of the development as established within all Elements of the Town of Dundee Comprehensive Plan, including the level of service standards listed within the following Elements:</p> <ol style="list-style-type: none"> 1. Infrastructure Element 2. Transportation Element 3. Capital Improvements Element 4. Public School Facilities Element 	<p>The proposed impacts of the potential Zoning map amendment can be facilitated. There is currently a Medical Clinic on the proposed site the has potable water provided by the Town of Dundee and there is an 8” force main on the southside of Lemon Ave.</p>
<p>FLU Policy 6.1: Locate Future Land Uses at densities and intensities that will reduce greenhouse gas emissions while encouraging energy efficiency and will discourage urban sprawl and leap-frog development that unduly depletes the physical, social, and fiscal resources of the Town.</p>	<p>The property is located near an existing development.</p>

**TOWN OF DUNDEE
TOWN COMMISSION
WAWA SPECIAL EXCEPTION**

<p>FLU Policy 6.2: Promote compact urban growth through the location of public facility expansions contiguous to existing development areas</p>	<p>The proposed site currently has a commercial business on it and therefore represents a very efficient pattern of growth.</p>
<p>CIE Policy 2.3: At the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development.</p>	<p>Adequate public facilities will be available at the time of site plan approval to keep the levels of service in all areas.</p>
<p>PSFE Policy 2.4.1: 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 current and proposed use is commercial and does not pose any impact on the public school system.</p>

DEVELOPMENT REVIEW COMMITTEE

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the Special Exception submitted by Matthew Development, 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 Services Director-Lorraine Peterson
- TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC
- TOD Consulting Attorney- Seth Claytor of Boswell & Dunlap, LLP

TOWN OF DUNDEE TOWN COMMISSION WAWA SPECIAL EXCEPTION

MOTION OPTIONS:

1. I move the Planning & Zoning Board **recommend approval to Town Commission** of the request by Matthew Development Investments, LLC for a Special Exception for Directional Signs for property located in the Town of Dundee on 2.86+/- acres of land zoned Commercial Highway. The subject property is located at the northeast corner of Hwy. 27 & Dundee Rd, further described as parcels:

272829-848000-001430, 272829-848000-001060, 272829-848000-001082, 272829-848000001080, 272829-848000-001102, 272829-848000-001101, 272829-848000-001121, 272829-848000-001122, 272829-848000-001142, 272829-848000-001141, 272829-848000-001371, 272829-848000-001372, 272829-848000-001390 in Section 29, Township 28, and Range 27.

2. I move the Planning & Zoning Board **recommend approval with changes to Town Commission** of the request by Matthew Development Investments, LLC for a Special Exception for Directional Signs for property located in the Town of Dundee on 2.86+/- acres of land zoned Commercial Highway. The subject property is located at the northeast corner of Hwy. 27 & Dundee Rd, further described as parcels:

272829-848000-001430, 272829-848000-001060, 272829-848000-001082, 272829-848000001080, 272829-848000-001102, 272829-848000-001101, 272829-848000-001121, 272829-848000-001122, 272829-848000-001142, 272829-848000-001141, 272829-848000-001371, 272829-848000-001372, 272829-848000-001390 in Section 29, Township 28, and Range 27.

3. I move the Planning & Zoning **recommend denial to Town Commission** of the request by Matthew Development Investments, LLC for a Special Exception for Directional Signs for property located in the Town of Dundee on 2.86+/- acres of land zoned Commercial Highway. The subject property is located at the northeast corner of Hwy. 27 & Dundee Rd, further described as parcels:

272829-848000-001430, 272829-848000-001060, 272829-848000-001082, 272829-848000001080, 272829-848000-001102, 272829-848000-001101, 272829-848000-001121, 272829-848000-001122, 272829-848000-001142, 272829-848000-001141, 272829-848000-001371, 272829-848000-001372, 272829-848000-001390 in Section 29, Township 28, and Range 27.

TOWN OF DUNDEE
TOWN COMMISSION
WAWA SPECIAL EXCEPTION

Attachments: Legal Descriptions

Location Map

Aerial Map

Existing Zoning Map

Site Development Plans

TOWN OF DUNDEE TOWN COMMISSION WAWA SPECIAL EXCEPTION

27282984800001060 SCENIC HEIGHTS PB 22 PG 21 LOTS 106 & S PT OF CLOSED ST W OF SAME & 107 & LOT 159 LESS HWY

27282984800001430 SCENIC HEIGHTS PB 22 PG 21 LOTS 143 THRU 146 & PT OF CLOSED ST W OF LOT 146 LESS RD R/W PER OR 10026-429 THRU 435

27282984800001082 SCENIC HEIGHTS PB 22 PG 21 LOT 108 W1/2

27282984800001080 SCENIC HEIGHTS PB 22 PG 21 LOTS 108 E1/2 & 109

27282984800001102 SCENIC HEIGHTS PB 22 PG 21 LOT 110 N1/2 & N1/2 OF 111

27282984800001101 SCENIC HEIGHTS PB 22 PG 21 LOTS 110 S1/2 & S1/2 OF 111

27282984800001390 SCENIC HEIGHTS PB 22 PG 21 LOTS 139 THRU 142 LESS RD R/W PER OR 10026-429 THRU 435

27282984800001121 SCENIC HEIGHTS PB 22 PG 21 LOT 112 N 50 FT & N 50 FT OF 113

27282984800001122 SCENIC HEIGHTS PB 22 PG 21 LOTS 112 LESS N 50 FT & 113 LESS N 50 FT

27282984800001142 SCENIC HEIGHTS PB 22 PG 21 LOTS 114 LESS S 50 FT & 115 LESS S 50 FT

27282984800001141 SCENIC HEIGHTS PB 22 PG 21 LOT 114 S 50 FT & S 50 FT OF LOT 115

27282984800001371 SCENIC HEIGHTS PB 22 PG 21 LOT 137 N 60 FT & N 60 FT OF 138

27282984800001372 SCENIC HEIGHTS PB 22 PG 21 LOTS 137 S 75 FT LESS RD R/W & S 75 FT OF 138 LESS RD R/W & LESS ADDNL RD R/W PER OR 10026-338 THRU 347

LEGAL DESCRIPTION

TOWN OF DUNDEE TOWN COMMISSION WAWA SPECIAL EXCEPTION



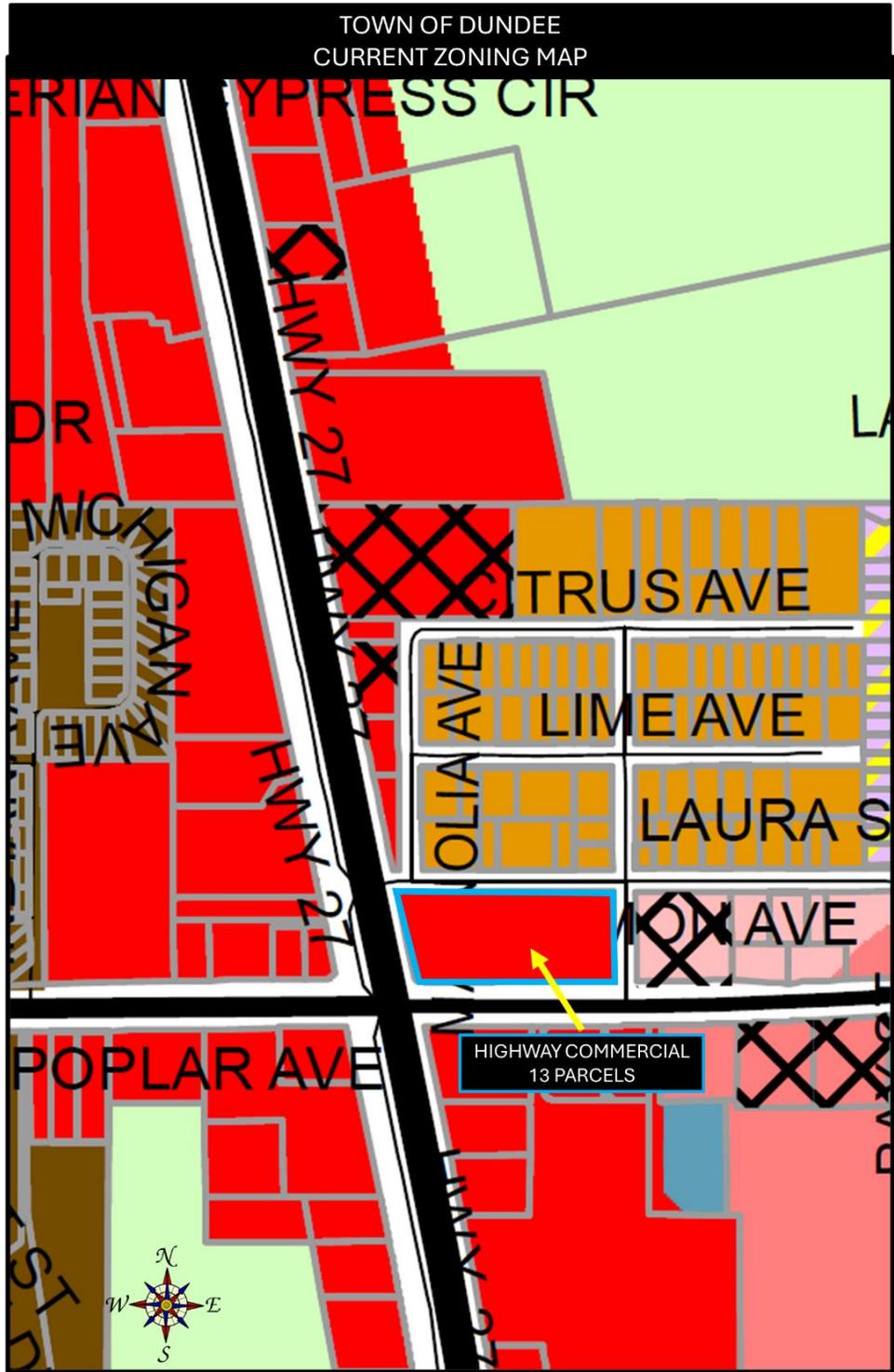
LOCATION MAP

TOWN OF DUNDEE TOWN COMMISSION WAWA SPECIAL EXCEPTION



AERIAL MAP

TOWN OF DUNDEE TOWN COMMISSION WAWA SPECIAL EXCEPTION



CURRENT ZONING MAP

TOWN OF DUNDEE
TOWN COMMISSION
WAWA SPECIAL EXCEPTION



RESOLUTION NO. 26-02

A RESOLUTION APPROVING THE REQUEST OF JON JANSSEN OF MATTHEW DEVELOPMENT TO OBTAIN A SPECIAL EXCEPTION WITH CONDITIONS FOR BUSINESS DIRECTIONAL SIGNS ON APPROXIMATELY 2.86 +/- ACRES ZONED COMMERCIAL HIGHWAY (CH) LOCATED AT NORTHEAST CORNER OF HIGHWAY 27 AND DUNDEE ROAD, FURTHER DESCRIBED AS PARCEL IDENTIFICATION NUMBERS: 272829-848000-001430, 272829-848000-001060, 272829-848000-001082, 272829-848000001080, 272829-848000-001102, 272829-848000-001101, 272829-848000-001121, 272829-848000-001122, 272829-848000-001142, 272829-848000-001141, 272829-848000-001371, 272829-848000-001372, 272829-848000-001390 in Section 29, Township 28, and Range 27 ; PROVIDING FOR TIMING; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) WITH REGARD TO THE CONDITIONS OF APPROVAL INCLUDING, BUT NOT LIMITED TO, NEGOTIATING AND ENTERING INTO A DEVELOPER’S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jon Janssen of Matthew Development (the “Applicant”), and Payne 27, LLC, Norman and Cynthia Payne (the “Owner”) an active Florida corporation, owns the properties located at the northeast corner of Highway 27 and Dundee Road (as shown in Exhibit “A”); and

WHEREAS, pursuant to 7.05.02 of the Town of Dundee Land Development Code (LDC) and applicable Florida law, the Applicant has submitted an application and a site plan for a Special Exception for business directional signs for approval by the Town Commission of the Town of Dundee

WHEREAS, the property has a Town of Dundee zoning designation of Highway Commercial (CH); and

WHEREAS, the Highway Commercial (CH) Zoning district permits business directional signs with an approved Special Exception; and

WHEREAS, the application for business directional as presented by the Applicant meets all requirements of Section 3.07.00 of the Town of Dundee Unified Land Development Code; and

WHEREAS, on December 18, 2025, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for special exception as set forth in this Resolution which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on December 18, 2025, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

WHEREAS, on December 18, 2025, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the special exception with conditions as set forth in this Resolution to the Town Commission; and

WHEREAS, the Town Commission has reviewed the Special Exception application, held an advertised public hearing, and provided for comments and public participation in the process in accordance with the requirements of state law; and

WHEREAS, the special exception approval shall be in keeping with the approved site plan (see Exhibit B) and Section 7.05.02(E) of the Dundee Unified Land Development Code, which allows for the conditioning of Special Exceptions.

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

Section 1. Special Exception. The Special Exception application for business directional signs located at the northeast corner of Highway 27 and Dundee Road (see Exhibit "A" – aerial photo map of location) is approved and shall conform to the site plan (see Exhibit "B"- the proposed site development plan). Provided further, in accordance with Section 7.05.02(E) of the Town of Dundee Unified Land Development Code, the

following conditions and safeguards shall be imposed on the grant this special exception and site plan (see Exhibit "B"), as follows:

1. Completion of a transportation analysis.
2. A signed Concurrency Developer's Agreement and a Water Supply Allocation Agreement.
3. The Applicant will work with staff to ensure the building design meets and complies with the intent of the Dundee Vision Plan which includes, but shall not be limited to, building aesthetics; and
4. The requirement that a special exception begin to serve the purpose for which it was granted permission within 180 days from the date of approval is extended to 12 months to permit the applicant time to complete site plan approval, construction plan approval, and construction.
5. Notwithstanding other applicable provisions of the Town of Dundee Land Development Code, for purposes of this condition, the term(s) **Abandon/Abandonment** shall also mean the intentional and voluntary relinquishment of the approved use(s). The temporary cessation of the approved use(s) does not operate to effect an abandonment of the use(s). For purposes of this condition, "temporary cessation" means a temporary cessation of a use for a period of time not to exceed 120 consecutive days. In the event of discontinuance of a use for a period of time exceeding 120 consecutive days or a period of time totaling 180 calendar days within a calendar year, the use shall be deemed abandoned. An order of the Town of Dundee Code Enforcement Special Magistrate finding that the subject real property failed to strictly adhere to the condition(s) prescribed by Resolution 26-02 shall constitute an abandonment of the Special Exception.

Section 2. Timing. In accordance with Section 7.05.03, the special exception, as granted through this Resolution, shall expire if the special exception uses do not commence within twelve (12) months from the date of approval of this Resolution or if such uses are abandoned for a period greater than 180 days.

Section 3. Town Manager Authorization. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions with regard to the conditions of approval of this Resolution, which may include negotiating a developer's

agreement. Any such agreement shall be subject to legal review by the Town Attorney and presented to the Town Commission for approval prior to execution.

Section 4. Severability. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions or portions of this Resolution shall remain in full force and effect.

Section 5. Administrative Correction of Scrivener's Errors. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

Section 6. Conflicts. In any case where a provision of this Resolution is found to be in conflict with a provision of any other resolution of the Town of Dundee, the provisions of this Resolution shall prevail.

Section 7. Effective Date. This Resolution shall become effective immediately upon its passage.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session, this 10th day of March, 2026.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Town of Dundee
Resolution No. 26-02
Wawa Special Exception for Business Directional Signs

Frederick J. Murphy, Jr., Town Attorney

**Resolution 24-09
Exhibit "A"**





Meeting Agenda Coversheet

MEETING DATE:	March 10, 2026	Submitted By: John Vice, Public Works Director	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, REVIEW OF ZAYYTOBBINN PROMO LLC SPECIAL EVENT APPLICATION		
STAFF RECOMMENDATION: (MOTION READY)	Motion to deny application for Zayyobbinn Promo LLC – The Ultimate Easter Experience.		
SUMMARY and/or JUSTIFICATION:	<p>Quaze'Vyun Johnson, with Zayyobbinn Promo LLC, submitted a Special Events application on January 23, 2026, requesting approval to host "The Ultimate Easter Experience" on Sunday, April 5, 2026, from 2:00 p.m. to 9:00 p.m. The event is described as an Easter giveaway and community gathering.</p> <p>Staff notified the applicant that the Special Events application was incomplete and requested the additional required documentation, with a deadline of Monday, March 2, 2026, in order to be placed on the agenda. As of the date of this report, the requested documentation has not been received.</p> <p>Additionally, based on documented issues encountered during previous events hosted by this group, staff cannot recommend approval of the application.</p>		
SELECT, if applicable	AGREEMENT:		BUDGET:
	STAFF REPORT:		PROCLAMATION:
	EXHIBIT(S):	X	OTHER:
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Zayyobbinn Promo LLC Special Event Application		
SELECT, if applicable	RESOLUTION:		ORDINANCE:
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>			
FISCAL IMPACT (if any):			\$0.00

SPECIAL EVENT APPLICATION

Town of Dundee
202 East Main Street
Dundee, FL 33838
863-438-8330

Applicant Information:

Organization Name: Zayytobbinn promo LLC

Is this organization classified a 501c3 status by the IRS? yes no
(if so, please provide a copy of the determination letter)

Address: 560 Big Sioux Ct. Phone: 407-221-3472
Kissimmee FL 34759

Event Contact Information:

Name: (First & Last): Antwan Hall and Quaze'Vyun Johnson

Mailing Address: 439Fst Lake Wales

City, ST, ZIP: Lake Wales FL 33853

Phone#: 407-225-4089 Email: Zayytobbinnpromo@gmail.com

Event Information:

Name of Event: The Ultimate Easter Experience

Please note: All events requesting a street closure must have approval from the Town Commission.

- Festival - an organized public gathering in a park or town area e.g. Art Show
- Organized Competitive Event - a planned race, walk, tournament or other contest
- Parade/Walk - a public or private march, run, walk or parade of any kind.
- Circus or Carnival
- Other: _____

Event Description: Easter Giveaway and Get together

Event Start Date: 04/05 Time: 2:00

Event End Date: 04/05 Time: 9:00

Set up Date: 04/05 Time: 12:00

Take Down Date: 04/05 Time: 9:30

Gated/Ticketed Open to the Public Private Other: _____

Detailed Location of Event: I want to have Florida ave. an louis st blocked off because we will be doing an easter egg hunt for the kids an we'll be giving away a few bikes to, we will have food vendors from Florida ave all the way to louis ave softball field we also going to have a kick ball game on the field to. we also want the police down there as well

Site Plan Requirements:

Please attach a clear and legible site plan/map with the following indicated:

1. Depiction of the area (streets, park, etc) where the event will be held.
2. The overall event area such as parking and requested street closures.
3. The location and dimensions of all physical equipment being placed; such as stages, vendors, booths, tents, barricades, restrooms, dumpsters, etc.
4. Disabled parking and handicapped access clearly defined.
5. Location of temporary alcohol sales where both sales & consumption will occur. (Sale or consumption of alcohol requires additional permitting from the state and hiring of at least 2 off-duty police officers)

Event Components:

- | | |
|--|---|
| <input type="checkbox"/> Alcohol - (Special Permit Required)* | <input type="checkbox"/> Amplified Sound |
| <input type="checkbox"/> Portolets | <input type="checkbox"/> Stage |
| <input checked="" type="checkbox"/> Sales/Distribution/Display | <input checked="" type="checkbox"/> Inflatables (bounce houses) |
| <input checked="" type="checkbox"/> Food Distribution/Sales | <input type="checkbox"/> Concerts/Live Music |
| <input type="checkbox"/> Use of electric outlets | <input type="checkbox"/> Installation of additional outlets |
| <input type="checkbox"/> Use of water spigots | <input checked="" type="checkbox"/> Tents (permit required for tents larger than 30x30) |
| <input type="checkbox"/> Live animals | <input type="checkbox"/> On-Site Cooking |
| <input type="checkbox"/> Temporary Structures | <input type="checkbox"/> Amusement rides |
| <input checked="" type="checkbox"/> DJ | <input checked="" type="checkbox"/> Multiple Vendors |

Other _____

*Events involving the sale and consumption of alcohol must have a designated area where the sale and consumption of alcohol will take place. Sponsor must get an additional permit from the State Division of Alcoholic Beverages and Tobacco and requires the presence of a police detail.

Other Information:

Will Town Streets be closed? yes no *This Requires Commission Approval

Please list all affected streets: Florida ave, Betty ave, Lewis ct, Nancy st

Will any alleys, parking lots or other public places be closed? yes no

Please describe: yes the Church parking lot in back closer to Martin Luther King

Will State Roads be closed? yes no *This Requires FDOT Permit

Please describe State Roads to be closed: _____

Will you need additional trash receptacles from the Town? yes no

Will you need clean-up assistance from the Town throughout the event? yes no

Note: For unbudgeted events the organization must reimburse the Town 100% of costs for use of Public Services.

Any other requested assistance from the Town? _____

Any additional information: _____

Insurance Requirements:

Liability Insurance is required for all special events involving Town property and must name the Town of Dundee as an additional insured. For events requesting the sale or consumption of alcohol, liability insurance in the amount of \$1,000,000.00 is required. All proof of insurance must be submitted to the Town of Dundee a week before the event. Failure to provide acceptable insurance will result in the cancellation of the event.



Meeting Agenda Coversheet

MEETING DATE:	March 10, 2026	Submitted By: Ken Cassel, Town Manager	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, FLORIDA PYROTECHNICS PIGGYBACK AGREEMENT		
STAFF RECOMMENDATION: (MOTION READY)	Motion to approve the Florida Pyrotechnics Piggyback Agreement		
SUMMARY and/or JUSTIFICATION:	<p>The City of Haines City previously entered into an agreement with Florida Pyrotechnics, Inc. for professional fireworks display services. The agreement was competitively procured in accordance with applicable Florida procurement requirements.</p> <p>Staff recommends that the Town of Dundee piggyback on the existing agreement for purposes of securing fireworks display services for the Town's upcoming 4th of July celebration. Piggybacking on an existing competitively awarded contract allows the Town to obtain favorable pricing and services without duplicating the formal solicitation process, provided the original agreement permits cooperative purchasing and the vendor agrees to extend the same terms and pricing.</p>		
SELECT, if applicable			BUDGET:
	STAFF REPORT:		PROCLAMATION:
	EXHIBIT(S):	X	OTHER: X
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Florida Pyrotechnics Agreement RFP 190215 from Haines City Haines City Fireworks Display Agreement		
SELECT, if applicable	RESOLUTION:		ORDINANCE:
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>			
FISCAL IMPACT (if any):	The fiscal impact for this purchase		\$19,5000.00

North Florida Pyrotechnics

North Florida Pyrotechnics
1212 Blanding BLVD. #10
Orange Park, Florida 32065
904-333-6622
Info@nfpYRO.com

Fireworks Display Agreement

This Agreement is entered into on this date set forth below by and between Island Outdoor Management Inc. DBA North Florida Pyrotechnics, hereinafter referred to as “North Florida Pyrotechnics and Town of Dundee Florida. referred to as “Client”. For and in consideration of covenants by and between the parties hereinafter set forth the parties do hereby agree as follows:

- 1) North Florida Pyrotechnics shall produce for the Client, a Twenty- Minute aerial fireworks display on July 4th 2026, July 4th 2027, July 4th 2028. at approximately 9:00PM. An alternate date, acceptable to both, shall be used if the original firing dates and times stated above are canceled due to inclement weather conditions
- 2) North Florida Pyrotechnics shall produce the Display as a service to the Client. North Florida Pyrotechnics shall provide the materials, equipment, labor, permits, and insurance as required by law and/or deemed necessary by North Florida Pyrotechnics for the successful completion of the Display. North Florida Pyrotechnics shall not sub-contract any portion of this contract to a third party.
- 3) Client agrees, at its own expense, to provide North Florida Pyrotechnics with a suitable site to stage the Display, which must be clear of any and all people, vehicles.
- 4) North Florida Pyrotechnics shall not fire the Display if the wind speed exceeds twenty miles per hour; or if so, instructed not to by the local authority having jurisdiction; or, if the unplanned proximity of people or property should enter the Display site. North Florida Pyrotechnics shall attempt to fire the Display at such time as conditions warrant a safe Display. There shall be no refund for effects not fired after arrival on Display site by North Florida Pyrotechnics.
- 5) North Florida Pyrotechnics agrees to indemnify, defend and hold Client harmless from all claims and suits made against the Client in conjunction with the Display. North Florida Pyrotechnics agrees to provide liability insurance coverage in the amount of \$1,000,000.00 for bodily injury and property damage this indemnity and insurance

covers the operations of North Florida Pyrotechnics only and does not extend to any other aspect of the event at which this Display shall be held. North Florida Pyrotechnics shall list Client, Landowners, Sponsors and Authority having jurisdiction as an additional insured on its insurance policies. Should the Client fail to perform its obligations as set forth herein, Client agrees, to the extent allowed by law, to indemnify, defend and hold North Florida Pyrotechnics harmless.

- 6) Client shall have the option to cancel the Display at any time. If Client cancels the display prior to 10 days before the Display date, Client agrees to pay liquidated damages, 50% of the Display price. If Client cancels the event less than 10 days prior to the Display date, Client agrees to pay to North Florida Pyrotechnics as liquidated damages, 50% of the Display price and all costs incurred to that date by North Florida Pyrotechnics if the Display is postponed or rescheduled due to inclement weather or a burn ban prior to arrival to the Display site, Client will allow 50% of the display price to be used for future date not to exceed 365 days past the original scheduled date and all costs incurred to that date including, but not limited to, permits, insurance, preparation labor, design per diems, etc. will be an additional charge. If the Display is canceled, for any reason, once it is installed at the Display site, The Client shall forfeit 100% of the Display cost, and fully payment shall be due immediately.
- 7) Client may elect to set an alternate Display date if needed. This date must be established at the time of this Agreement being signed and agreed upon by the Client. The date must fall within 365 days of the original Display date. The display location may not be changed. Client agrees to pay any additional fee equal to one tenth (1/10) of the total Display cost listed below to cover additional labor, permit and equipment fees. This amount is due on the rainout date.
- 8) This contract shall be governed by the laws of the State of Florida. It is agreed that any court of competent jurisdiction within Clay County, Florida shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Agreement, each party shall bear its own attorney fees and costs.
- 9) Nothing in this Agreement shall be construed as forming a partnership, joint venture agency or any form of legal relationship, other than contractual, between North Florida Pyrotechnics and the Client. Neither party shall be held responsible for their own separate debts and obligations.
- 10) Client agrees that in the event North Florida Pyrotechnics breaches this Agreement or is otherwise negligent in performing the Display provided for herein, Client shall not be entitled to recover monetary damages from North Florida Pyrotechnics beyond the amount Client agreed to pay under this Agreement. Client shall not, under any circumstances, be entitled to recover any consequential damages from North Florida Pyrotechnics.
- 11) This Agreement shall be binding on the parties and on their heirs, administrators, Executors, successors, and assigns.
- 12) Island Outdoor Management, Inc. DBA North Florida Pyrotechnics is a Florida Corporation. Federal ID number is 82-4670600.
- 13) North Florida Pyrotechnics shall produce the display for \$19,500.00.per display It is agreed that the client shall pay North Florida Pyrotechnics in the amount of \$9,750.00 as a partial payment at this agreement and by February 1st 2027, February 1st 2028. The remaining balance will be due by Day of the Show July 4th, 2026, July 4th 2027 and July 4th 2028. And any additional expenses incurred at the Client's request, shall be paid to North Florida Pyrotechnics for each Contract Year Prior to Setup and fire. Any dishonored payment shall constitute breach of this Agreement.
- 14) In case of substantial change in the price of materials, labor, Insurance, regulations or supply chain beyond 10% (Jointly or individually) Both parties agree to negotiate and

endeavor to reach agreement in good faith regarding the adjustment (increase) to the supply price.

Item 8.

Signed by: _____

Signed by: _____

Date: _____

Date: _____

Firework Display Agreement
Thunder On the Ridge 2024-2028

This Agreement is entered into on the date set forth below by and between Island Outdoor Management Inc. DBA North Florida Pyrotechnics hereinafter referred to as "North Florida Pyro" and Haines City Florida referred to as "Client". For and in consideration of the covenants by and between the parties hereinafter set forth the parties do hereby agree as follows:

1. North Florida Pyro shall produce a twenty- minute fireworks display for the Client, hereinafter referred to as "Display", located at 555 Ledwith Ave. Haines City, Florida 33844. The Display shall be fired July 4th at Dark. An alternate date, acceptable to both parties, shall be used if the original firing date and time stated above are canceled due to inclement weather.
2. North Florida Pyro shall produce the Display as a service to the Client. North Florida Pyro shall provide the materials, equipment, labor, permits, and insurance as required by law and/or deemed necessary by North Florida Pyro for the successful completion of the Display. North Florida Pyro shall not sub- contract any portion of this contract to third parties.
3. Client agrees, at its own expense, to provide North Florida Pyro with a suitable site to stage the Display, which must be clear of any and all people, vehicles and/or structures, acceptable to North Florida Pyro and the local authority having jurisdiction, to accommodate the normal firing and fallout of debris from the Display. Client shall provide written approval of all landowners for the use of their land as the Display site. Client shall allow sufficient time and access to North Florida Pyro to safely set up the Display on site.
4. North Florida Pyro shall not fire the Display if the wind speed exceeds twenty miles per hour; if so instructed not to by the local authority having jurisdiction; or, if the unplanned proximity of people or property should enter the Display site. North Florida Pyro shall attempt to fire the Display at such a time as conditions warrant a safe Display. There shall be no refund for effects not fired after arrival on Display site by North Florida Pyro.
- 5 North Florida Pyro agrees to indemnify, defend and hold Client harmless from all claims and suits made against Client in conjunction with the Display. North Florida Pyro agrees to provide liability insurance coverage in the amount of \$1,000,000.00 for bodily injury and property damage This indemnity and insurance covers the operations of North Florida Pyro only and does not extend to any other aspect of the event at which this Display shall be held. North Florida Pyro shall list Client, Landowners, Sponsors and Authority Having Jurisdiction as an additional insured on its insurance policies. Should the Client fail to perform its obligations as set forth herein, Client agrees, to the extent allowed by law, to indemnify, defend and hold North Florida Pyro harmless from all claims and suits made against North Florida Pyro in conjunction with the Display.

Firework Display Agreement - Page 2

7. Client shall have the option to cancel the Display at any time. If Client cancels the event prior to 10 days before the Display date, Client agrees to pay to North Florida Pyro as liquidated damages, 50% of the Display price. If Client cancels the event less than 10 days prior to the Display date, Client agrees to pay to North Florida Pyro as liquidated damages, 50% of the Display price and all costs incurred to that date by North Florida Pyro including, but not limited to, permits, insurance, preparation labor, transportation, design, per diems, etc. If the Display is canceled due to a Burn Ban or inclement weather prior to arrival on Display site, Client agrees to pay to North Florida Pyro as liquidated damages, 50% of the Display price and all costs incurred to that date by North Florida Pyro including, but not limited to, permits, insurance, preparation labor, transportation, design, per diems, etc. If the Display is canceled, for any reason, once it is installed at the Display site, The Client shall forfeit 100% of the Display cost, and full payment shall be due immediately.

Client may elect to set a rainout Display date. This date must be established at the time of this Agreement being signed and agreed upon by Client and North Florida Pyro. The date must fall Within 365 days of the original Display date. The display location may not be changed. Client agrees to pay an additional fee equal to one tenth (1/10) of the total Display cost listed below to cover additional labor, permit and equipment fees. This amount is due on the rainout date.

This contract shall be governed by the laws of the State of Florida. It is agreed that any court of competent jurisdiction within Clay County, Florida shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Agreement, each party shall bear it's own attorney fees and costs.

Nothing in this Agreement shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between North Florida Pyro and the Client. Neither party shall be held responsible for any Agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

Client agrees that in the event North Florida Pyro breaches this Agreement or is otherwise negligent in performing the Display provided for herein, Client shall not be entitled to recover monetary damages from North Florida Pyro beyond the amount Client agreed to pay North Florida Pyro under this Agreement. Client shall not, under any circumstances, be entitled to recover any consequential damages from North Florida Pyro. This Agreement shall be binding on the parties and on their heirs, executors, administrators, successors and assigns.

12. Island Outdoor Management INC.DBA North Florida Pyrotechnics Is a Florida Corporation. federal ID number is 82-4670600

North Florida Pyrotechnics shall produce the Display for \$42,000.00 annually per Show. It is agreed that the Client shall pay North Florida Pyrotechnics the amount of \$21,000.00 as a deposit per the signed Agreement annually by February 1st. The balance of \$21,000.00, plus any additional expenses incurred at the Client's request, shall be paid to North Florida Pyrotechnics by June 15th. Prior to each annual show. Agreement period is for five annual displays July, 4 2024, July 4, 2025, July 4, 2026, July 4, 2027, July 4, 2028. Any dishonored payment shall constitute breach of this Agreement.

Client
Haines City
Florida.

Island Outdoor
Management INC.
DBA North Florida
Pyrotechnics


Signed by:

Signed by:

2-15-2024
Date:

Date:

P

RFP #190215	Due Date & Time: 3/18/2019 at 2:00 PM EST / 14:00	Advertised Date(s): 2/15/2019
Purchasing Coordinator: Andrea Henley-Pratt Email: apratt@hainescity.com	Respond to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844 Phone: (863) 421-3600	
Fireworks Display for 4th of July		



Request for Proposal
 City of Haines City
 Request for Proposal
 620 E Main Street, Haines City, Florida 33844
 Phone (863) 421-3600

To: All Prospective Proposers
 From: City of Haines City
 Subject: RFP # 190215
 Date: February 15, 2019

Dear Potential Proposer:

The City of Haines City, Florida, an Equal Employment Opportunity (EEO) employer, does hereby announce that it is accepting written proposals from all qualified firms or individuals interested in providing facility floor replacement services as described in the "Scope of Services" section of this Request for Proposal (RFP) document: RFP 190215 Fireworks Display for 4th of July. The successful proposers shall prove by their qualifications, experience, availability, approach, and plan for the work that they will best serve the overall needs of the City of Haines City. The selection of the successful proposer shall be at the City's discretion and shall be made in a prompt manner after the receipt and evaluation of all responses.

If you are interested in preparing a response to this RFP document, please complete all of the requirements set forth in this RFP document in the manner proscribed. Please note that your response is a binding offer to perform in the manner you describe in the proposal response for a period not to exceed Ninety (90) days from the proposal due date and time. Also please be aware that under the competitive proposal process, the stipulations set forth herein are fully binding on you, the proposer, to the extent that you confirm acceptance by your signature on the *Acceptance of Proposal Terms and Conditions* page.

Questions regarding this bid must be received through written email to the designated Purchasing Coordinator listed above. Questions of sufficient general interest will be formatted by the Purchasing Coordinator and issued to all interested parties in the form of an addendum.

Questions regarding this solicitation must be received in writing to the address above no later than 03/08/2019 at 5:00 pm. Responses to those questions considered material to the solicitation shall be distributed via formal Addendum and posted to the City website by DemandStar at hainescity.com/bids.

All proposers are advised that under chapter 119, Florida Statutes, all responses are deemed a public record and opened to public scrutiny as provided for in said statute.

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

RFP #190215	Due Date & Time: 3/18/2019 at 2:00 PM EST / 14:00	Advertised Date(s): 2/15/2019
Purchasing Coordinator: Andrea Henley-Pratt Email: apratt@hainescity.com	Respond to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844 Phone: (863) 421-3600	
Fireworks Display for 4th of July		

TABLE OF CONTENTS

SECTION	TITLE	PAGE NO.
1	Summary of Services	3
2	Critical Data	4
3	General Instructions to Proposers	5
4	Terms and Conditions	6
5	Submittal Format	9
6	Award or Rejection of Offers, General Criteria	12
7	Evaluation and Contracting Procedures	13
8	Office of Record	14
9	Time of Performance	14
10	Attachments and Exhibits	14
11	Estimated Time Line	14
12	Budget and Cost	14
13	Summary Statement	15

ATTACHMENT	TITLE	PAGE NO.
A	Cost Summary	16
B	Addendum Acknowledgement	17
C	Insurance Requirements	18
D	Acceptance of Proposal Terms and Conditions	20
E	Drug Free Workplace Certification	21
F	Conflict of Interest Statement	22
G	Public Entity Crimes Disclosure	23
H	Firm Location	25
I	Statement of No Proposal	26

RFP #190215	Due Date & Time: 3/18/2019 at 2:00 PM EST / 14:00	Advertised Date(s): 2/15/2019
Purchasing Coordinator: Andrea Henley-Pratt Email: apratt@hainescity.com	Respond to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844 Phone: (863) 421-3600	
Fireworks Display for 4th of July		

Section 1 Summary of Services

A. Introduction:

1. It is the intent of this Request for Proposal (RFP) to select a firm or company to provide the services listed in Section 1B Scope of Services. Following internal City review of all proposals, it is the intent of the City to choose and proceed forward with one of the alternatives.
2. It is the intent and purpose of this solicitation to promote competition. It shall be the proposer’s responsibility to advise the Purchasing Coordinator at the address noted above, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits competition or if the requirements stated in this document limits it to a single source. Such notification must be submitted in writing and must be received by the Purchasing Coordinator no later than ten (10) calendar days prior to the proposal closing date.

B. Scope of Services:

Please describe in detail the amount of product and type of show your company can provide for the following monetary values:

1. \$20,000
2. \$30,000
3. \$40,000

You must include but are not limited to:

1. Type and amount of shells (The maximum shell size shall be part of the vendor’s proposal based on what they can provide at the designated location.)
2. Length of show
3. Show coordinated with music option (The music is a playlist put together by the vendor in conjunction with City staff and plays throughout the entire show. It is played through the City’s A/V System, but goes along with the show. It is not a true choreographed display.)
4. Or any other pertinent information

Please include a one-year proposal and a three-year proposal. Our desire is to secure a vendor for a multi-year period.

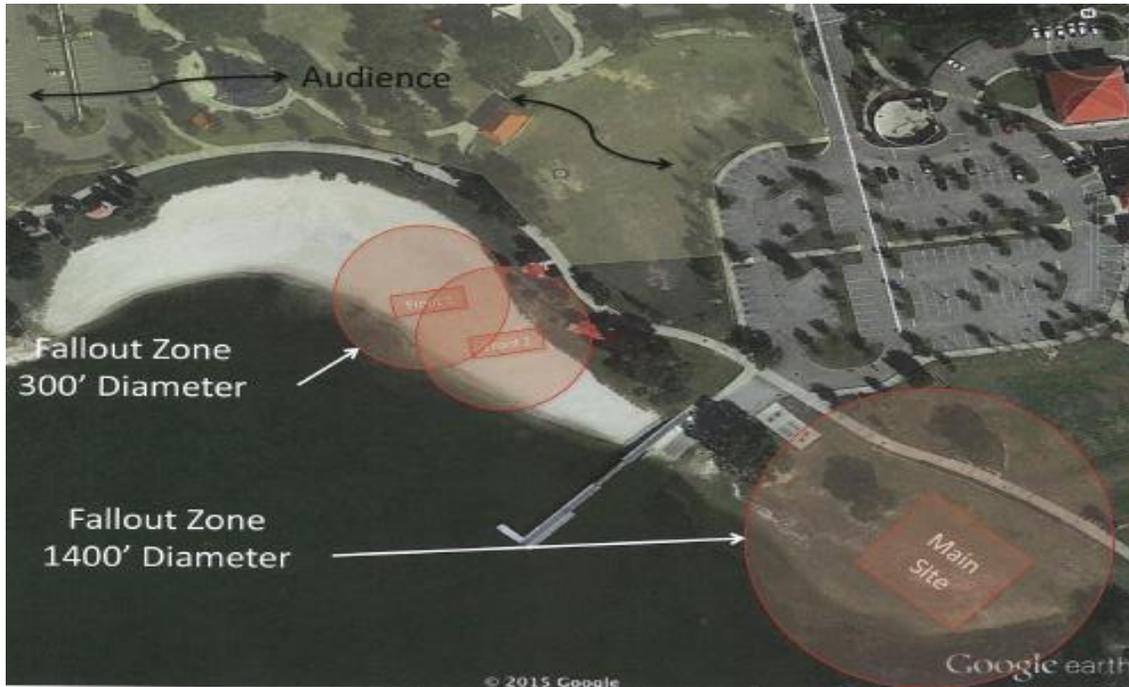
If you would like to be a participating sponsor in this year’s show, please designate the amount of in-kind or monetary sponsorship you would like to provide.

Please see Aerial View for the location of the fireworks and spectators. Generally, the fireworks are loaded on the beach and shot over Lake Eva. There is a “fall zone” which is blocked off to spectators. The placement and size of the “fall zone” will vary depending upon the specifications of the vendor to ensure spectator safety.

RFP #190215	Due Date & Time: 3/18/2019 at 2:00 PM EST / 14:00	Advertised Date(s): 2/15/2019
Purchasing Coordinator: Andrea Henley-Pratt Email: apratt@hainescity.com	Respond to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844 Phone: (863) 421-3600	
Fireworks Display for 4th of July		

Item 8.

Aerial View



Section 2 Critical Data

- A. **Requesting the Solicitation Document:** To receive this RFP document, contact the, DemandStar Supplier Services at (206) 711-1712 and request the document or visit hainescity.com/bids.
- B. **Questions:** Questions regarding this RFP document must be received through written inquiries, directed to the Purchasing Coordinator, no later than ten (10) business days prior to the opening date of this RFP document. Questions may be e-mailed or faxed to the appropriate Coordinator. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Coordinator. Oral answers will not be authoritative. **It remains the sole responsibility of the proposer to contact the Purchasing Coordinator prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal.**
- C. **Submittal of Proposals:** Proposers are asked to submit **two (2) copies** of the proposal (one (1) bound original and one (1) electronic copy). **The electronic copy can be included on a CDROM, DVD, or memory stick containing the entire proposal formatted to be read with Microsoft® Office software products or Adobe® PDF software.**
- D. **Delivery of Proposals:** Proposals shall be mailed or hand-delivered to:

**City of Haines City
Attn: City Clerk (RFP 190215)
620 E Main Street
Haines City, Florida 33844**

RFP #190215	Due Date & Time: 3/18/2019 at 2:00 PM EST / 14:00	Advertised Date(s): 2/15/2019
Purchasing Coordinator: Andrea Henley-Pratt Email: apratt@hainescity.com	Respond to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844 Phone: (863) 421-3600	
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- E. Public Opening of Proposals:** Proposals will be publicly opened in the City Commission Chambers on the above appointed date and time or as close to the appointed date and time as possible. Proposals received after the above date and time will not be accepted or considered, and will be returned to the proposer unopened. No exceptions will be made.
- F.** All expressions of interest shall be subject to all applicable laws, ordinances, and rules.
- G.** Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

Section 3 General Instructions to Proposers

- A. Submittal of Proposals:** To facilitate and expedite review, the City asks that all proposers follow the response format **outlined in Section 5** below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. Points have been assigned for each criterion and a copy of the City’s selection procedures is attached hereto. Please submit information as outlined below.
 - 1. Proposals shall be signed by an authorized representative or contracting agent of the firm.
 - 2. All information requested must be submitted in the manner requested. Failure to submit all information as requested may result in a lowered evaluation score of the proposal.
 - 3. Proposals that are substantially incomplete or lack key information may be rejected by the City.
 - 4. Proposals shall be comprehensive, yet succinct. Emphasis should be placed on completeness and clarity.
 - 5. Proposals shall fully describe the proposer’s experience and capabilities in meeting all requirements outlined in Section 1B Scope of Services.
 - 6. The proposers shall describe their availability.
 - 7. Each criteria category shall be under a separate tab, and shall be included in each submittal.
- B. Timeliness:** Proposals are due at the place, date, and time shown above. Failure to abide by this requirement will render your proposal unacceptable. Please note that the City will not be held responsible for the failure of the proposer or the proposer’s agent to submit responses in a timely manner. Late responses of any sort will be returned, unopened, to the proposer.
- C. Presentation of Proposals:** All proposals must be submitted in a sealed, opaque envelope or container, plainly marked on the outside with the RFP number, due date, due time, and company name.
- D. Complete Information:** Each proposer shall furnish the information required by this solicitation. Failure to do so in the manner prescribed will lower your score.

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- E. Withdrawal of Proposals:** Proposals may not be withdrawn for a period of **ninety (90)** days after the public opening date.
- F. Terms and Conditions:** The proposer’s attention is specifically called to the terms and conditions of this solicitation. This RFP document shall be considered in its entirety with no one section having more value than another unless otherwise indicated.
- G. REMINDER: ALL QUESTIONS FROM PROPOSERS OR EVALUATING DEPARTMENTS/DIVISIONS SHALL BE ADDRESSED TO THE PURCHASING COORDINATOR.**

A lobbying black-out period shall commence upon the issuance of this solicitation and shall remain in effect until the City selects the successful Proposers. This means that proposers are not permitted to contact the requesting/evaluation Departments or Divisions during said black-out period. For procurements that do not require Commission approval, the lobbying black-out period commences upon the solicitation issuance and concludes upon the contract award. Please note that the City of Haines City may void any contract where the City Manager, one or more City Commissioners, or a City staff person has been lobbied in violation of the black-out period.

Section 4 Terms and Conditions

- A. Fund Availability:** Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Haines City abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.
- B. Prompt Payment Act:** Payments will be made pursuant to section 218.70, Florida Statutes, Florida’s Prompt Payment Act.
- C. Local Business Tax Receipt (formerly Occupational License):** The City of Haines City requires a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. Please contact the Building Department Tax Receipt Office directly for information concerning this requirement at (863) 421-3600. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Receipt/Occupational License of the home state, county, or city.
- D. Permits, Licenses, or Fees:** Any permits, licenses, or fees required will be the responsibility of the proposer. The City will not entertain separate payment for these items.
- E. Taxes:** The City of Haines City does not pay Federal excise or State sales taxes. Please refrain from including taxes in any billing resulting from a contract issued under this RFP document.
- F. Contracting Parameters:** Upon receipt and ranking of all proposals, the Evaluation and Recommendation Committee (ERC) shall provide to the City Commissioners its rankings and a recommended top-ranked firm. Approval of the top-ranked firm by the City of Haines City will constitute an authorization to negotiate with the top-ranked firm. The proposal package, signed by the successful proposer, along with documentation included in the proposal as required by this RFP document and other additional materials submitted by the proposer and accepted by the City, shall be the basis for negotiation of a contract addressing the requirements of this RFP document. A purchase order and/or other award document will be issued by the City upon completion of all negotiations and approval of the contract by the City of Haines City.

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- G. Governing Laws and Venue:** Any contractual arrangement between the City of Haines City and the proposer shall be consistent with, and be governed by, the ordinances of the City of Haines City, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Polk County, Florida.
- H. Conflict of Interest:** All proposers must disclose, with their proposal, the name of any corporate officer, director, or agent who is also an officer or employee of the City of Haines City. Furthermore, all proposers must disclose the name of any City of Haines City officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships.
- I. Additional Terms and Conditions:** No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal signature section attests to this.
- J. Liability:** The Proposer shall act as an independent contractor and not as an employee of the City of Haines City. The successful proposers will be required to indemnify, defend, and hold and save harmless the City of Haines City, its officers, agents, and employees, from damages arising from the performance of, or the failure to perform, any task or duty required to be performed by the successful proposers.
- K. Indemnity:** The successful proposers will be asked to fully indemnify the City.
- L. Insurance:** During the entire period of performance of any contract resulting from this solicitation, the Consultants shall procure and maintain at least the minimum kinds of insurance as stipulated herein. Proof of such insurance must be provided to the City prior to beginning contract performance.
- M. Public Entities Crimes:** A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any 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, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By signature on this solicitation and confirmation on the attached form, the proposer certifies that it is qualified to do business with the City of Haines City in accordance with all Florida Statutes.

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N. Acceptance of Services: Receipt of service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered service differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the service.

O. Firm Location: Principal place of business, headquarters, or other place of business for more than one (1) year prior to the solicitation issue date of this proposal.

To be considered a legitimate place of business, the location must be staffed by full-time employees; it shall be legally addressed to receive mail via the United States Postal Service and be serviced by public utilities or permitted alternatives. At no time shall a place of business located on City owned property be considered for the purpose of earning Firm Location points. Attachment "H", Firm Location, shall be included in any proposal to be considered for receipt of evaluation criteria points based on firm location, if applicable.

The City reserves the right to request additional information, if necessary, to document eligibility.

P. Minority Business Enterprise Preference: In instances where two or more of the highest ranked proposals are identical in every way, the proposer certified as a minority business enterprise under Florida Statutes will be favorably considered for the award.

Q. Drug-Free Workplace Preference: Whenever two or more proposals are equal with respect to price, quality, and delivery, and services are received for procurement subject to the City of Haines City Administrative Code, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference, in accordance with section 287.087, Florida Statutes. Certification of an implemented drug-free workplace program must be included with the proposal when the proposal is submitted.

R. Audits and Records—Responsibilities of Successful Proposer: Before or after an agreement is prepared and executed, the successful proposer may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful proposer must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this RFP document, and submit reports to the City in the form and frequency requested. The Consultant must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract, and retain said copies for a period of no less than three (3) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the City Auditor or its designee. The successful proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful proposer with any party for work required in the performance of this project.

S. Additional Information: The City of Haines City reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

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- T. Equal Opportunity:** The City of Haines City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.
- U. Cost of Submittal:** The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by, the City.

Section 5 Submittal Format

- A.** Each evaluation criteria category shown in the below subsections should be identified in individual sections of the proposal. The City has organized the submittal of information to its requirements. Each individual section shall address the general selection criteria that are required by law. Points have been assigned for each category.
- B.** To assist you in preparing your response, the City's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.
- C.** Proposals must be signed by an authorized representative of the firm. Failure to submit all information requested may result in a lower evaluation score for your proposal. Proposals that are substantially incomplete or lack key information may be rejected by the City at its discretion as unresponsive.
- D.** There is no limit on the number of pages that can be submitted, unless stated otherwise. Proposals shall be printed with a font of no less than twelve (12) points. The following are exceptions and do not add to the total page count. 11 X 17 fold outs shall count as two pages.
 - 1. Section dividers
 - 2. Introduction letter
 - 3. Attachments A through I, as applicable
 - 4. Insurance certificate
 - 5. Financial disclosure
 - 6. Litigation disclosure
- E.** Proposals shall be concise and succinct. Please summarize the proposer's pertinent experience and capabilities. Emphasis should be placed on completeness and clarity.
- F. Specific Submittal Format Sections:** Sections 1 to 8 shall be included in the Proposer's submittal and shall appear "tabbed" accordingly.
 - 1. **Introduction "TAB 1":** This section will contain a cover letter signed by an authorized representative of the proposer. This letter will summarize in a brief and concise manner, the proposer's understanding of the scope of work and makes a positive commitment to timely performing the work. The table of contents will follow the cover letter. This section is not included in the overall page count. The letter should disclose the proposer and its location. **Maximum 1 page**

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2. **Firm Information “TAB 2”:** This section shall briefly describe the proposer’s organization and structure. State if all work will be performed in the named office or if another branch office may be used. If this work, or part of this work, is to be performed in another branch office, state the location and size of that office. In addition, include names of any anticipated subcontractors, if any, for services, and provide a table identifying the relationship between the City and the subcontractors. **Maximum 2 pages.**

3. **Project Approach “TAB 3”:** This section shall define the services your company is proposing to the City of Haines City that will best meet the criteria specified in the Scope of Services for the project. State the proposer’s project management plan, interpretation of the scope, and the method of approach. This section shall address the nature of these services to be provided. In addition, provide a description of innovative concepts proposed to enhance value, quality, and to control cost and schedule. **Maximum 5 pages.**

4. **Assigned Personnel and Experience “TAB 4”:** This section shall include the resumes of key personnel, and qualifications of specific individuals to be assigned to each project (include names, resumes, and roles of the individuals with experience in similar projects). Also include the percentage of time that these individuals will devote to the City’s projects. If any subcontractors are listed in Section 2, a description of the roles of the key personnel proposed for each project will play shall be included, specifically their experience relative to each type of project. Failure to produce key personnel for each project included in the submittal may be grounds for dismissal and is non-negotiable. **Maximum 5 pages.**

5. **Firm References, Previous/Similar Work Completed “TAB 5”:** This section shall provide years of experience of the proposing firm in the specified work areas and examples of similar size projects with applicable reference information, with emphasis on similar projects in similar climates. Concentrate only on those projects completed by the proposer’s firm. Please indicate which team members were part of the referenced projects and will be a part of the City’s projects. Indicate whether the experience was with the current firm or a past employer. In all illustrations of experience, indicate specifically the nature and extent of the work performed by the individuals or firms on prior similar projects. The title and a brief description of each project shall include:
 - a. Client Name, Address, Contact, **AND** Phone and Fax Numbers,
 - b. Project Title,
 - c. Description of work performed, including the project location,
 - d. Year completed, and,
 - e. Fee charged / total cost of your contract.**Maximum 3 pages.**

6. **Current and Near Future Workload, Project Budget, and Schedule “TAB 6”:** This section shall state the proposer’s commitment to perform in a timely fashion within the budget specified. Present the current and projected workloads of identified key personnel to be assigned to this project. State that personnel listed in the submittal shall be available for and assigned to this project. In addition, this section shall also contain an implementation timeline that illustrates, by month, when the proposer will implement the various phases of its proposal (i.e. start-up, product installation, training, commencement of site, etc.). **Maximum 2 page**

This section shall also include a list of all current City of Haines City continuing service engagements to proposer along with the status of each.

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- 7. **Firm Location “TAB 7”:** The Principal place of business, headquarters, or other place of business has been located for more than one (1) year. Attachment “H”, Firm Location, shall be included in any proposal to be considered for receipt of evaluation criteria points based on firm location.
- 8. **Attachments and Required Documentation “TAB 8”:** All attachments required by this RFP DOCUMENT shall be fully executed by the proposer. Failure to do so will diminish the proposer’s score. This section *is not* included in the overall page count.

Proposal shall include executed Attachments A-H

- A Cost Summary
- B Addendum Acknowledgement
- C Insurance Requirements
- D Acceptance of Proposal Terms and Conditions
- E Drug Free Workplace Certification
- F Conflict of Interest Statement
- G Public Entity Crimes Disclosure
- H Firm Location

Proposal shall include the following Documentation:

- a. **Proof of Insurance:** Failure to provide valid proof of insurance in accordance with Attachment C may be grounds for dismissal of the proposal. This is non-negotiable item. Surety issuing insurance certificate must carry an industry rating, per *Best’s Key Rating*, of “A” or higher.
- b. **Financial Requirements:** Provide an official letter from the provider’s financial institution detailing the financial status of the proposer. This letter shall include a contact name, address, phone number, and fax number. Additional credit information, including but not limited to audited financial statements, pro forma issues, or annual reports may be requested from the top-ranked proposers.
- c. **Litigation:** Please list any past and/or pending litigation or disputes, relating to the work described herein, that the proposer’s firm has been involved in within the last five (5) years. This list shall include the project name and the nature of the litigation.

EVALUATION CRITERIA	
Category	Points
1. Price	30
2. Firm Information	5
3. Project Approach	20
4. Assigned Personnel and Experience	25
5. Firm References, Previous Similar Work Completed	12
6. Current, Near Future Workload, Project Budget and Schedule	5
7. Firm Location	3
Total Points	100

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Section 6 Award or Rejection of Offers, General Criteria

- A. Evaluation Procedures.** The Evaluation and Recommendation Committee (ERC) shall make all initial determinations.
- B. Award of Contract.** The ERC will make a recommendation to the City of Haines City Commissioners regarding the firm it has chosen as their top-ranked firm. The firm recommended shall be the firm that most closely meets the City’s expectations for the Scope of Services for that project, and shall be a fully responsive and responsible proposer.
- C. Presentation to the City of Haines City Commissioners.** Upon receipt and ranking of all properly received responses, the ERC shall present to the City of Haines City Commissioners its rankings and the recommended primary ranked firm. Approval of the top-ranked firm by the City of Haines City Commissioners will constitute an authorization to negotiate with the top-ranked firm. The City of Haines City reserves the right to make the final decision as to which firms are granted primary negotiating rights or to request additional presentations of one or more of the proposers.
- D. Right to Reject.** The City of Haines City reserves the right to accept or reject any or all proposals, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject proposals which, in its judgment, best serve the interest of the City.
- E. Proposal Results.** The list of proposal responses should be available within forty-eight (48) hours of the opening date and time on DemandStar and can be read from the City of Haines City at hainescity.com/bids. Interested proposers may also call the Purchasing Coordinator for results.
- F. Protests.** Any party having actually submitted a proposal may protest the RFP contract award by filing such a protest in writing to the Purchasing Coordinator within three (3) days, excluding holidays and weekends, after the contract award is made. Filing such a protest shall stay all further contract proceedings until all protest measures have been exhausted. The decision of the City of Haines City is final.
- G. Determining Responsibility.** In conjunction with the weighted criteria being used to determine the viability of the proposal, the City may also consider the proposer’s ability to meet or exceed the following criteria:
 - 1. The proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
 - 2. The reputation, judgment, and experience of the proposer;
 - 3. The quality of performance of previous contracts or services including previous performance with the City;
 - 4. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
 - 5. Financial resources of the proposer to perform the contract or provide the service; and,
 - 6. Whether the proposer is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the proposer's taxes are delinquent.

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Section 7 Evaluation and Contracting Procedures

- A. Evaluation/Recommendation Committee.** The Evaluation and Recommendation Committee (ERC) is comprised of qualified City of Haines City staff members and/or professional City advisors recommended by the requesting department. The composition of the committee shall promote diversity through the selection of qualified members representing various City offices, departments, and/or professional advisors, including Finance. The ERC shall consist of no less than three (3) and no more than seven (7) members. The Purchasing Coordinator or designee shall be the non-voting chair of the committee.

- B. Initial Evaluation of Responses.** The Purchasing Coordinator shall perform the initial review of all proposals submitted for initial qualifications certification. This entails checking with the appropriate professional regulatory agency to ensure proper professional licensing, and checking that the firm is at least minimally qualified based upon its capabilities, adequacy of personnel, past record of performance, and experience. A checklist of the essential items required by the solicitation shall be prepared by the Purchasing Coordinator and presented to the ERC prior to its first meeting.

- C. Short Listing.** The ERC may be tasked with selecting a minimum of three (3) and a maximum of six (6) of the proposals submitted for presentation and/or interview based upon the criteria established herein. A committee may opt for less than three (3) presenters or interviewees. If fewer than three (3) proposers submit a proposal, those that submit shall be selected for an interview or the solicitation may be canceled.

- D. Proper Notifications.** The Purchasing Coordinator will notify all proposers of the ERC’s decision, list the names of firms recommended for interview, and coordinate the interview schedule as necessary.

- E. Presentations or Interviews.** The ERC may hear presentations and/or conduct interviews with the selected proposers regarding the qualifications, approach to the project, ability to furnish the required services, and all criteria set forth herein. Compensation shall not be discussed or considered during the interview or presentation process.

- F. Presentation to the City of Haines City Commissioners.** The Purchasing Coordinator shall prepare an agenda item for presentation to the City of Haines City Commissioners requesting the designation of, and the authorization to negotiate with, the top-ranked firm or firms.

- G. Contract Negotiations.** The Purchasing Coordinator shall coordinate the negotiation schedule upon authorization by the Commission.

- H. Negotiation Team.** The Negotiating Team for the City shall begin negotiations with the number one ranked firm for each project, as approved by the City of Haines City Commissioners, for professional services at compensation which the Negotiation Team determines is fair, competitive, and reasonable. **NOTE:** In the event the Negotiation Team cannot negotiate a satisfactory contract with the number one ranked firm, negotiations shall begin with the second ranked firm upon prior consent of the City of Haines City Commissioners. This process shall be repeated, each time moving to the next ranked firm. If the third firm cannot be negotiated with successfully, the project is to be reevaluated and considered for re-advertising.

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I. Award of Contract.

1. The City Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to submittal of a draft contract or agreement to the City Attorney's office. Other experts may be consulted to assist in this process.
2. The Purchasing Coordinator or designee shall format the contracts and forward same to the City Attorney for review and approval.
3. The Purchasing Coordinator or designee shall prepare an agenda item requesting award of contracts to successful proposers by the City of Haines City Commissioners and to authorize the Mayor or Vice Mayor to execute the agreements. The City of Haines City Commissioners retain full discretion to reject the contracts so negotiated and order further negotiations or to terminate negotiations and commence negotiations with the next ranked firm.

Section 8 Office of Record

The City of Haines City City Clerk Department shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The City Clerk's Office may be reached Monday through Friday between 8:00 a.m. and 5:00 p.m. at 863-421-9921.

Section 9 Time of Performance

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the City and the successful proposers. All proposers are asked to provide the best estimate for compliance with the scopes of work as established by the solicitation. All contract time lines will be based on projected scopes and estimated times for performance.

Section 10 Attachments and Exhibits

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

Section 11 Estimated Time Line

First Advertisement	02/15/2019
RFP Released to General Public	02/15/2019
Pre-bid meeting	N/A
Cut-off for questions to be answered via addendum	3/8/2019 @ 5:00 PM
Proposal Opening	3/18/2019 @ 2:00 PM
Evaluation & Selection Committee Meeting(s)	3/22/2019 @ 10:00 AM
Commission's Approval of Contracts	To be determined

Section 12 Budget and Cost

As stewards of public funds, the City maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful proposer to maintain a sense of fiscal responsibility shall be favorably considered in the ranking and award of a contract.

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Fireworks Display for 4th of July		

Section 13 Summary

Responses to this solicitation will be evaluated using the above criteria. Firms and individuals will be notified in writing whether they have been selected for interview/presentation within a reasonable time after the submittal date. The City of Haines City welcomes your response to this solicitation. Please note that failure to comply with any aspect of these procedures may be cause for disqualification of firm's Expression of Interest. All proposers' submittals SHALL conform to the format as requested and detailed above. Failure to conform to the required submittal format may be cause for disqualification.

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Attachment "A"
Cost Summary

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Attachment "B"
Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # _____ through # _____
	Initial:
	Date:
Person Completing RFP Document (Signature):	
Name (Printed):	Title:

>>>Failure to submit this form may disqualify your response. <<<

RFP #190215	Due Date & Time: 3/18/2019 at 2:00 PM EST / 14:00	Advertised Date(s): 2/15/2019
Purchasing Coordinator: Andrea Henley-Pratt Email: apratt@hainescity.com	Respond to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844 Phone: (863) 421-3600	
Fireworks Display for 4th of July		

**Attachment "C"
Insurance Requirements**

- A. The successful Respondent shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the CITY, in the form of a certificate prior to the start of any work, nor shall the successful Respondent allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

- B. The successful Respondent and/or subcontractor shall maintain the following types of insurance, with the respective limits:
 - 1. **BODILY INJURY LIABILITY**
 - a. \$1,000,000 operations each claim per person
 - b. \$1,000,000 completed operations each claim per person;

 - 2. **AUTOMOBILE PUBLIC LIABILITY**
 - a. Bodily Injury:
 - i. \$1,000,000 each claim per person
 - ii. \$1,000,000 aggregate
 - b. Property Damage:
 - i. \$1,000,000 each claim per person
 - ii. \$1,000,000 aggregate;

 - 3. **PROPERTY DAMAGE LIABILITY (other than automobile)**
 - a. \$500,000 each claim per person
 - b. \$500,000 operations per claim
 - c. \$500,000 protective per claim (covering automobile)
 - d. \$500,000 contractual per claim;

 - 4. **GENERAL LIABILITY - One Million Dollars (\$1,000,000) any single occurrence;**

 - 5. **AGGREGATE – Two Million Dollars (\$2,000,000);**

 - 6. **EXCESS COVERAGE – One Million Dollars (\$1,000,000);**

 - 7. **PROFESSIONAL LIABILITY – One Million Dollars (\$1,000,000);**

 - 8. **PRODUCT LIABILITY – Two Million Dollars (\$2,000,000); and,**

 - 9. **WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the work required hereunder and Employers' Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the successful Bidder/Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the CITY, for the protection of its employees not otherwise protected.**

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Fireworks Display for 4th of July		

- C. **Certificates of Insurance:** The successful Respondent shall provide the CITY's Human Resources Department with a Certificate of Insurance evidencing such coverage for the duration of the awarded agreement. Said certificate shall be dated and show:
 1. The name of the insured Respondent,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy
 5. The effective date
 6. The termination date
 7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy

- D. **City as Additional Insured:** The successful Respondent shall name the CITY as an additional insured, to the extent of the service to be provided under the agreement, on all required insurance policies, and provide the CITY with proof of same.

- E. **Waiver of Subrogation:** The successful Respondent shall have a waiver of subrogation instead of listing the City as additionally insured for Workers' Compensation coverage.

- F. **Waiver:** Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Respondent's obligations to fulfill the insurance requirements specified herein.

- F. **Loss Deductible Clause:** The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Respondent and/or subcontractor providing such insurance.

Initials of Signatory: _____ Date: _____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

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Attachment "D"
Acceptance of Proposal Terms & Conditions

I/we, the undersigned, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The signature(s) below are an acknowledgment of our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

_____ Contracting Party Signature

_____ Contracting Party Printed Name

_____ Title

_____ Date

Mailing Address: _____

Phone/Fax/E Mail Address: _____

NOTARY:

STATE OF _____)
COUNTY OF _____)

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

>>>Failure to submit this form may disqualify your response. <<<

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Attachment "E"
Drug-Free Workplace Certification

In case of tie bids, preference must be given to a Bidder submitting a certification with the bid response certifying that the Bidder has a drug-free workplace in accordance with section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with the bid.

In order to have a drug-free workplace program, a business shall:

- (1) 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.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business' 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.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- (4) In the statement specified in the first paragraph, 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, 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.
- (5) 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.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature, Title, Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of Florida

(stamp)

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>>Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

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Fireworks Display for 4th of July		

**Attachment "F"
Conflict of Interest Statement**

STATE OF _____)
COUNTY OF _____)

Before me the undersigned authority personally appeared _____, who was duly sworn, deposes, and states:

- A. I am the _____ of _____ with a local office in _____ and principal office in _____.
- B. Said entity is submitting this proposal/offer to RFP # _____.
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restrict or restraint the competitive nature of this solicitation including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contracting to follow thereafter by any government.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division, Department, or Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within the City of Haines City government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

Dated this _____ day of _____, 20_____

AFFIANT

Typed Name of AFFIANT

Title

NOTARY:

STATE OF _____)
COUNTY OF _____)

Sworn and Subscribed before me this _____ day of _____, 20_____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>>Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

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Attachment "G" PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number _____, for _____.
2. This sworn statement is submitted by _____ whose business address is
[Name of entity submitting sworn statement] _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ and my relationship to the above is
[Please print name of individual signing] _____.
4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that "affiliate" as defined in section 287.133(l)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in section 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies].

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies]**.

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Fireworks Display for 4th of July		

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the Department of General Services.]**

[Signature]

Date: _____

NOTARY:
STATE OF _____
COUNTY OF _____

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>>Failure to submit this form with your Bid may disqualify your response. <<<<

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**Attachment "H"
Firm Location**

I/we, affirm that _____ has maintained a
___ principal, ___ headquarters or, ___ other place of business within the boundaries of Polk County, Florida for more than one (1) year prior to the date of this proposal. The signature(s) below are an acknowledgment of our full understanding and acceptance that evaluation criteria provides points based on firm location as set forth in this RFP document.

Contracting Party Signature

Contracting Party Printed Name

Title

Date

Mailing Address: _____

Phone/Fax/E Mail Address: _____

NOTARY:

STATE OF _____

COUNTY OF _____

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

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Attachment "I"
Statement of "NO PROPOSAL"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to: City of Haines City, Attn: City Clerk, 620 E. Main Street, Haines City, FL 33844.

I/WE HAVE DECLINED TO PROPOSE TO **RFP# 190215**, titled Lake Eva Center Floor Replacement for the following reason(s):

- _____ Proposal too "restrictive", i.e., geared toward one firm or provider.
- _____ Insufficient time to respond to Request for Qualifications.
- _____ We do not offer this service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet requirements.
- _____ Unable to meet bond requirements.
- _____ Work unclear (please explain below).
- _____ Other (please specify below).

REMARKS: _____

I/We understand that if this "No Proposal" form is not executed and returned, my/our name may be deleted from the list of qualified proposers for City of Haines City for future projects.

Typed Name and Title _____

Company Name _____

Address _____

Signature and Title _____

_____/_____/_____
Telephone/fax Number Date E Mail Address



Meeting Agenda Coversheet

MEETING DATE:	March 10, 2026	Submitted By: Annette Wilson, Commissioner	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION, PER DIEM		
STAFF RECOMMENDATION: (MOTION READY)	FOR DISCUSSION		
SUMMARY and/or JUSTIFICATION:	<p>Currently, the Town Commission has not formally adopted a standardized per diem rate for meals and incidental expenses during official travel. Discussing the establishment of a clear per diem policy helps ensure transparency, fiscal responsibility, and uniform application of reimbursement practices for employees and elected officials.</p>		
SELECT, if applicable	BUDGET:		
	STAFF REPORT:		PROCLAMATION:
	EXHIBIT(S):	X	OTHER:
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Per Diem Survey Town of Dundee Reimbursement Form		
SELECT, if applicable	RESOLUTION:		ORDINANCE:
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>			
FISCAL IMPACT (if any):	There is no fiscal impact as a result of this discussion		\$0.00

Per Diem Survey

	Breakfast	Lunch	Dinner	Incidentals	Daily Total
Auburndale*	\$16.00	\$19.00	\$28.00	\$5.00	\$68.00
Bartow	\$6.00	\$11.00	\$19.00	\$0.00	\$36.00
Davenport	\$20.00	\$30.00	\$40.00	\$10.00	\$100.00
Dundee	\$6.00	\$11.00	\$19.00	\$0.00	\$36.00
Eagle Lake*	\$16.00	\$19.00	\$28.00	\$5.00	\$68.00
Fort Meade*	\$16.00	\$19.00	\$28.00	\$5.00	\$68.00
Frostproof	\$12.00	\$18.00	\$30.00	\$5.00	\$65.00
Haines City	\$10.00	\$15.00	\$30.00	\$0.00	\$55.00
Lake Alfred	\$23.00	\$26.00	\$38.00	\$5.00	\$92.00
Lake Hamilton	\$10.00	\$15.00	\$30.00	\$10.00	\$65.00
Lake Wales	\$6.00	\$11.00	\$19.00	\$0.00	\$36.00
Lakeland*	\$16.00	\$19.00	\$28.00	\$5.00	\$68.00
Mulberry	\$10.00	\$15.00	\$27.00	\$3.00	\$55.00
Polk City	\$6.00	\$10.00	\$20.00	\$0.00	\$36.00
Polk County	\$11.00	\$22.00	\$41.00	\$0.00	\$74.00
Winter Haven	\$14.00	\$16.00	\$26.00	\$0.00	\$56.00

*Follows GSA rates

Town of Dundee Reimbursement Form

NAME: _____
TRAVEL DATES: _____
PURPOSE OF TRAVEL: _____
DESTINATION: _____
HOTEL NAME: _____
ADDRESS: _____

PER DIEM ALLOWANCES (NO RECEIPTS REQUIRED)

Attach a copy of the registration form. If meals are provided in registration do not request per diem for those meals

		# of Days
FULL DAY		_____
Breakfast	Travel begins before 6:00 am and extends beyond 8:00 am	_____
Lunch	Travel begins before 12:00 noon and extends beyond 2:00 pm	_____
Dinner	Travel begins before 6:00 pm and extends beyond 8:00pm or during night-time hours due to special assignment	_____

Miscellaneous Expenses Employee Paid for During Trip

Receipts are Required for Reimbursement (i.e., Tolls / Parking, etc.)

Expense Name	Amount	Expense Name	Amount

RECONCILIATION TO BE COMPLETED BY ACCOUNTING STAFF

	<i>TOTAL</i>		Amount Due:	
Full Day	_____	X	\$36.00	_____
Breakfast	_____	X	\$6.00	_____
Lunch	_____	X	\$11.00	_____
Dinner	_____	X	\$19.00	_____
Mileage	_____	X	\$0.725	_____
Miscellaneous Expenses	_____			_____
Total Advance	_____			_____
GRAND TOTAL:	_____			_____

Balance due to: _____ **Town** X **Employee**

Requested By: _____	_____
	Date
Approved By: _____	_____
<i>Town Manager/Town Clerk</i>	Date
Approved By: _____	_____
<i>Finance Director</i>	Date