

AMENDED



TOWN COMMISSION MEETING AGENDA

July 09, 2024 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

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR JULY 9, 2024

A. MINUTES

1. April 17, 2024 Tree Board Meeting

B. AGREEMENTS

1. AYERS RFQ 24-01 CCNA Agreement

APPROVAL OF AGENDA

NEW BUSINESS

- 1. DISCUSSION & ACTION, ORDINANCE 24-03 CYPRESS CREEK VILLAGE MHP FUTURE LAND USE AMENDMENT**
- 2. DISCUSSION & ACTION, ORDINANCE 24-04 CYPRESS CREEK VILLAGE MHP ZONING MAP AMENDMENT**
- 3. DISCUSSION & ACTION, ORDINANCE 24-05 BOULEVARD TIRE FUTURE LAND USE MAP AMENDMENT**

- 4. DISCUSSION & ACTION, ORDINANCE 24-06 BOULEVARD TIRE ZONING MAP AMENDMENT**
- 5. DISCUSSION & ACTION, ORDINANCE 24-08 HANDBOOK POLICY UPDATE**
- 6. DISCUSSION & ACTION, RESOLUTION 24-12, STORMWATER MANAGEMENT FEES**
- 7. DISCUSSION & ACTION, RESOLUTION 24-13, FIRE ASSESSMENT FEE**
- 8. DISCUSSION & ACTION, RESOLUTION 24-14 FIRE TRUCK REPAIRS**
- 9. DISCUSSION & ACTION, HISPANIC & LATIN CULTURAL PARADE & FESTIVAL**
- 10. DISCUSSION & ACTION, FIELD DAY SPECIAL EVENT APPLICATION**
- 11. DISCUSSION & ACTION, RFP 24-08, 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK**

REPORTS FROM OFFICERS

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

ADJOURNMENT

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

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



TOWN COMMISSION MEETING

July 9, 2024 at 6:30 PM

AGENDA ITEM TITLE:	Approval of the Commission Consent Agenda
SUBJECT:	The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item in the consent agenda may be pulled by a member of the Town Commission for separate consideration.
STAFF ANALYSIS:	<p>The consent agenda for the meeting of July 9, 2024 contains the following:</p> <ul style="list-style-type: none">A. Minutes<ul style="list-style-type: none">1. April 17, 2024 Tree Board MeetingB. Agreements<ul style="list-style-type: none">1. AYERS RFQ 24-01 CCNA Agreement
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	20240417 Tree Board Minutes



TREE BOARD MEETING MINUTES

April 17, 2024 at 5:30 PM

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

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

CALL TO ORDER at 5:32PM by Chair Aguilar

PLEDGE OF ALLEGIANCE led by Chair Aguilar

ROLL CALL given by Town Clerk Douthat

PRESENT

David Joubert
Michelle Smith
Shiela Aguilar
Patricia Joubert
Jessica Farler

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

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

APPROVAL OF MINUTES

1. APPROVAL OF TREE BOARD MINUTES:

December 13, 2023.
February 21, 2024.

MOTION TO APPROVE the minutes from December 13, 2023 and February 21, 2024 made by Smith,
Seconded by Farler. Passed unanimously.
Voting Yea: Joubert, Smith, Aguilar

NEW BUSINESS

2. DISCUSSION & ACTION – VETERAN’S MEMORIAL GRAND OPENING ON MAY 24, 2024

Town Clerk gave an update on the time of the event and requested shirt sizes from the board so shirts and name tags could be ordered.

Public Works Director Vice updated what would be taking place at the grand opening.

REPORTS FROM OFFICERS

Board Member David Joubert tendered his resignation from the Tree Board

ADJOURNMENT at 5:51PM

Respectfully Submitted,

Trevor Douthat

Trevor Douthat, Town Clerk

APPROVAL DATE: _____

**MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR
PROFESSIONAL PLANNING AND VISIONING SERVICES BETWEEN THE TOWN OF
DUNDEE, FLORIDA, AND CONSULTANT**

THIS MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR PROFESSIONAL PLANNING AND VISIONING SERVICES (hereafter the “Agreement”) is made and entered into on this 9th day of July, 2024 (hereafter the “Effective Date”), by and between The Town of Dundee, Florida, a Florida municipal corporation (hereafter the “TOWN”), and AYERS, (hereafter the “CONSULTANT”).

FACTUAL RECITALS

WHEREAS, the TOWN as required by Florida Law advertised a Request for Qualifications 24-01 (“RFQ 24-01”) for the provision of architectural, engineering, planning, and various professional consulting services; and

WHEREAS, the TOWN desires to retain the CONSULTANT to furnish certain architectural, engineering, planning, and various professional consulting services presented herein in connection with the provision of municipal services by the TOWN to areas within the Corporate TOWN Limits and to the unincorporated area(s) in Polk County; and

WHEREAS, the TOWN has recognized a need for professional planning and visioning consulting services on both a continuing and special project basis with regard to RFQ 24-01, sections:

TYPES OF PROJECTS: The project areas listed below are the discipline areas for the services. The work TASK ORDER(S) may include services that will assist in the completion of the assigned TOWN projects in accordance with this *Agreement*, as follows:

General Scope of Services: *(services include obtaining necessary public participation)*

- Redevelopment Planning
- Regional Planning
- Neighborhood Planning
- Capital Facilities Planning
- Comprehensive Planning
- Concurrency Planning
- Downtown Revitalization
- Land Planning
- Mixed-Use Planning
- Transit Planning
- Transportation and Multi-Modal Planning
- Transportation Disadvantaged Planning
- Transportation Improvement Planning
- Historic Preservation Planning
- Municipal Planning and Planning Services
- Policy Planning
- ADA Compliance Planning
- Strategic Short and Long Range Planning
- Systems Planning
- On-Call Planning Services
- Sub-Area/Special Project/Corridor Planning

- Project and Community Outreach and Communication
- Creation of Citizen Boards
- Create, Revise, and Update Land Development Regulation(s)
- Development of Capital Projects
- Development of Submittal and Review Processes for Development Permits
- Development of Submittal and Review Requirements for Development Orders
- Establishing Community Redevelopment Agency(ies)
- Establishing New Historic Districts
- Reclaimed Water Treatment and Distribution Systems
- Potable Water Treatment, Transmission, and Distribution Systems
- Sanitary Sewer Treatment, Transmission, and Collection Systems
- Community Parks, Community Playgrounds, and Community Recreation
- GeoDesign and Green Infrastructure Systems
- GIS/Mapping Services and Develop Town Database
- Streetscaping
- Pedestrian Enhancements on and/or for Existing Streets
- Urban and Multi-Modal Transportation
- Traffic Management
- Transportation Concurrency Monitoring System
- Economic Impact Analysis
- Economic Policy Analysis
- Financial Impact Studies
- Historic Venue Restoration
- FEMA Community Rating System
- Grant Funding
- Employment Analysis and Studies
- Employee Salary Analysis and Studies
- Employee Retention Analysis and Studies

Any other associated municipal functions within the TOWN's service area(s) as further described in the TOWN's Scope of Work set forth in RFQ 24-01 which Scope of Work is attached hereto as **Exhibit "A"**, and as may be specified in subsequent TASK ORDER Authorizations, hereinafter called the "TASK ORDER(S)"; and

WHEREAS, the TOWN selected the CONSULTANT in accordance with Chapter 287.055 Florida Statutes, also known as the *Consultant's Competitive Negotiations Act* (hereafter the "Act") and found the CONSULTANT to possess the qualifications necessary to satisfactorily perform the work herein contemplated; and

WHEREAS, the CONSULTANT, having examined the scope of the planning and visioning professional consulting services required for the services to be performed under this Agreement and/or any proposed TASK ORDER(s) issued hereunder, and having expressed its desire and willingness to provide such services, and having presented its qualifications to the TOWN in support of its expressed desires; and

WHEREAS, as a result of the aforementioned mutual understanding, the TOWN desires to enter into this Agreement with the CONSULTANT; and

WHEREAS, the CONSULTANT has agreed to provide professional architectural, engineering, planning, and various professional consulting services to the TOWN upon the terms and conditions hereinafter set forth; and

WHEREAS, it is intended that funds, if available, will be provided in the TOWN's budgets as needed

to pay the costs of the planning and visioning professional consulting services; and

Item B.

WHEREAS, it is in the best interests and will promote the health, safety, and welfare of all citizens and residents of the TOWN for the TOWN and CONSULTANT to enter into this Agreement for planning and visioning professional consulting services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the exchange of which is both acknowledged and deemed sufficient by the parties as binding, and *subject always* to availability of funding as determined by the TOWN's annual appropriations process, the TOWN agrees to retain the CONSULTANT and the CONSULTANT agrees to perform the agreed upon consulting work, both for a continuing nature and special project basis, as described in RFQ 24-01, and upon the following terms and conditions:

ARTICLE I. INCORPORATION OF RECITALS; DEFINITIONS

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 CONSULTANT.

Term(s) used in this Agreement and/or any TASK ORDER(S) 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:

"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.

"TOWN" means the Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the TOWN is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

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

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

"TOWN 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 TOWN Representative does not have the authority to waive or modify any condition or term of this Agreement.

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

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

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

"Contract Documents" means the RFQ 24-01; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFQ 24-01; Change Orders issued after the Agreement is let;

and any other document incorporated by reference and/or annexed hereto.

Item B.

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

“Indemnification” means, to the fullest extent permitted by law, and in consideration of the amount stated on any Task Order issued pursuant to this RFQ 24-01, Consultant shall indemnify and hold harmless the Town and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement and in each Task Order issued hereunder.

Without limiting the generality of the foregoing, the Town and the Consultant agree that, as used in this indemnification:

- (1) The phrase *“liabilities, damages, losses, and costs”* shall include by way of explanation and not of limitation: (1) any and all charges or expenses for professional services inclusive of the professional services of others; (2) any and all charges or expenses incurred in court and dispute resolution proceedings including the charges and expenses of mediators; (3) any and all monetary, tangible and real liabilities, judgments, required payments and voluntary settlement payments for bodily injuries, sickness, disease, death, and injury to or destruction of tangible property including the loss of use resulting therefrom; and (4) any and all monetary, tangible and real liabilities, damages, losses and costs incurred, received, or sustained by any person or persons during or on account of any operations or matters connected with the Contract, any Task Order issued hereunder, and any service, project, task or work performed hereunder;
- (2) The phrase *“reasonable attorneys’ fees”* shall include by way of explanation and not of limitation any and all fees, charges, and expenses for the professional services of attorneys and their offices in any and all pre-suit, trial, appellate and bankruptcy proceedings or otherwise; and
- (3) The phrase *“negligence, recklessness, or intentionally wrongful conduct”* shall include by way of explanation and not of limitation the negligent, reckless, or intentional violation of any applicable federal, state, county, or local law, by-law, statute, ordinance or regulation and the negligent, reckless, or intentional acts or omissions of the Consultant, any person or organization directly or indirectly employed by the Consultant, and anyone for whose acts any of them may be liable, arising from, relative to, or caused by the performance of any services as may be described or provided in this Agreement, any Task Order issued hereunder, or in any service, project, task or work performed hereunder.

In any and all claims against the Town, or any of its officers and employees, by any person employed or utilized by the Consultant in the performance of the Contract or in the performance of any Task Order issued hereunder, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any other person or organization under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Town, the Consultant or any other person or organization.

The Town and the Consultant agree that to the extent the written terms of this indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes, to contain any limited conditions or limitations of liability, and to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to

the greatest extent permitted by Florida law.

Item B.

“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 **ARTICLE II** of this Agreement.

ARTICLE II. DESCRIPTION OF PROJECT AND TERM OF AGREEMENT

It being the intent of this Agreement to provide a general basis for performing and/or providing planning and visioning professional consulting services, as yet not fully defined. Any service, project, job and/or task(s) shall be performed in strict compliance with the terms, conditions and covenants set forth by this Agreement and/or any TASK ORDER(S) issued hereunder; and, prior to the commencement of any service, project, job and/or task(s) by the CONSULTANT, the TOWN and CONSULTANT shall mutually agree in writing as to the starting date, scope of services and/or work, deliverables, time for completion, and any other term(s) and/or condition(s), which are not set forth in this Agreement, as related to a specific service, project, job and/or task(s) (hereafter referred to as the “TASK ORDER”). This Agreement shall continue in full force and effect for a period of **five (5) years** beginning on the Effective Date or until terminated in accordance with **Article XVIII** of this Agreement.

At the discretion of the TOWN Manager, this Agreement may be extended for an additional five (5), one (1) year term(s) for a total of ten (10) successive years without re-advertising under the Act. The above time periods may also be extended at the discretion of the TOWN Manager to complete any TASK ORDER(S) already in progress. For purposes of this Agreement, the phrase *in progress* shall be interpreted to mean that a TASK ORDER has been issued by the TOWN and accepted by the CONSULTANT.

ARTICLE III. BASIC SERVICES OF THE CONSULTANT

This Agreement provides the general terms, obligations and conditions which shall control all work identified and/or described in this Agreement and/or any TASK ORDER(S) issued hereunder. The CONSULTANT, when so authorized by the TOWN, agrees to provide and perform such professional planning and visioning consulting services as the TOWN may require, from time to time, including but not limited to, providing professional planning and visioning professional consulting consultation and advice as set forth in the Scope of Work for RFQ 24-01 which Scope of Work is attached hereto as **Exhibit “A”** and incorporated herein by reference.

The CONSULTANT shall perform any and all services in a timely, efficient, and cost-effective manner and in accordance with the generally accepted standards of professional consultants. Unless modified in writing by both parties, the services to be performed by the CONSULTANT shall not be construed to exceed those services specifically described in each TASK ORDER.

The requested services may include, but shall not be limited to, the following:

Item 1. General Consulting Services

- 1.1** The TOWN shall, from time to time, in its sole and absolute discretion, authorize the CONSULTANT in writing to provide services by means of a TASK ORDER under the terms of this Agreement. A TASK ORDER shall, by mutual agreement of the parties hereto, set forth (1) the scope of services, (2) the time period(s) for performance, (3) method and amount of compensation, (4) the provisions of Articles I and II of this Agreement which are applicable, (5) the deliverables, if any (which are the items to be provided to the TOWN as a result of the services), and (6) the services, information, and data that can be provided by the TOWN to CONSULTANT.
- 1.2** The TOWN does not guarantee, warrant, or represent that any number and/or any particular type of services will be assigned to the CONSULTANT under the terms of this Agreement and/or under any TASK ORDER(S) issued hereunder. Furthermore, the purpose of this Agreement is not to

authorize a specific TASK ORDER, but to set forth certain duties, obligations, rights and responsibilities that may be incorporated by reference into any TASK ORDER(S) that mutually agreed to by the parties. The TOWN shall have the sole discretion to select the service(s), if any, which may be assigned to the CONSULTANT.

Item B.

- 1.3 All references to drawings shall mean both traditionally drafted as well as computer-based, and all submissions of drawings will include paper, mylar, and computer file versions as appropriate.
- 1.4 When so authorized and instructed by the TOWN, a representative of the CONSULTANT shall attend meetings of the TOWN to advise and assist in matters within the scope of the CONSULTANT's profession as well as to clarify and help define the TOWN's requirements for a particular project within the scope of this Agreement.
- 1.5 The CONSULTANT shall provide minor reports and opinions of probable cost which do not contemplate the full professional services required under **ARTICLE III**, items 2 through 6, and which do not occupy a substantial amount of time of the CONSULTANT's representative delegated to serve the TOWN.
- 1.6 The CONSULTANT shall be available for office consultation at the CONSULTANT's place of business in Florida and maintain liaison with TOWN officials.
- 1.7 The CONSULTANT shall provide services as required by fiscal and legal advisors to bond financing, except when these services are provided under **ARTICLE IV**, Items 2 through 7.
- 1.8 The CONSULTANT shall provide services as CONSULTANT or engineer as may be required under bond indentures, except when services are provided under **ARTICLE IV**, Items 2 through 7.

Item 2. Studies and Reports

Upon written authorization to proceed from the TOWN with a preliminary study and report to determine the feasibility of a proposed TASK ORDER, the CONSULTANT shall:

- 2.1 Consult with the TOWN to clarify and define the TOWN's requirements under the TASK ORDER.
- 2.2 Obtain from the TOWN, or its designated representative, available reports, records, property maps, drawings, opinions of probable cost, financial data, field survey notes, and other data that may be reasonably available at the time of authorization to proceed.
- 2.3 Advise the TOWN as to the necessity of the TOWN's providing or its need for obtaining any other services reasonably required in the CONSULTANT's judgment from others.
- 2.4 Provide special analysis of the TOWN's needs, preliminary studies, regional planning reports, feasibility investigations, evaluations, comparative studies, appraisals, rate studies, operational-management services, or any other program as authorized by the TOWN.
- 2.5 Provide a general economic analysis of the TOWN's requirements applicable to various alternatives, which includes a broad estimate of construction cost and method of financing.
- 2.6 Prepare a Preliminary Report with findings and recommendations.
- 2.7 Furnish three (3) printed copies and one (1) electronic, if requested, of the Preliminary Report to the TOWN.

Item 3. Preliminary Design Plans

Item B.

After written authorization to proceed with the Preliminary Design Phase, the CONSULTANT shall:

- 3.1 On the basis of the data and information obtained under **Item 2**, or for any defined TASK ORDER(S), prepare preliminary engineering data including basis of design, sketches, drawings, maps, opinions of probable cost, time of completion, and outline specifications to develop and establish the scope of the proposed construction.
- 3.2 Make a personal examination of the proposed Project site, and as may reasonably be discoverable, note site conditions and impediments that pertain to or might adversely affect the timely, efficient, and economical completion of any phase of the Project or the Project as a whole. The CONSULTANT shall promptly report any adverse site conditions to the TOWN.
- 3.3 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
- 3.4 At a minimum, provide the TOWN with a 50% and 90% complete document(s) for preliminary review during the development and submission of the Preliminary Design Phase report. In addition, CONSULTANT will meet with the TOWN to discuss preliminary submittal reviews by the TOWN.
- 3.5 Provide services to investigate existing conditions of facilities or to verify the accuracy of drawings or other information furnished by the TOWN or others to the CONSULTANT. Such verification services shall be set forth in the applicable TASK ORDER(S).
- 3.6 Advise the TOWN if additional data or services are necessary for preliminary design and assist the TOWN in obtaining such data and services.
- 3.7 Based on the information contained in the preliminary design documents, submit a revised Total Project Cost estimate to the TOWN.
- 3.8 Make on-site field investigations as necessary to become familiar with the conditions affecting the TASK ORDER(S).
- 3.9 Furnish five (5) printed copies and one (1) electronic copy, if requested, of the Preliminary Design Documents.
- 3.10 Assist the TOWN in obtaining preliminary approval of the proposed work from any Local, State or Federal Agency having jurisdiction over the TASK ORDER(S).

Item 4. Final Design Phase

After written authorization to proceed with the Final Design Phase, the CONSULTANT shall:

- 4.1 On the basis of the preliminary design documents for a defined TASK ORDER(S), prepare and furnish the *Contract Documents*.
- 4.2 Advise the TOWN of additional services of others, if required, and arrange for, and furnish if authorized, all necessary additional tests, borings, soils investigations for the TASK ORDER(S). (The actual cost of said tests, borings, etc. shall be paid for by the TOWN).

- 4.3 Complete work on the TASK ORDER(S) within the time allowed by maintaining an adequate staff of engineers, draftsmen, and other employees on the work. The CONSULTANT is responsible for delays caused by factors beyond the CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the TOWN to furnish timely information or approve or disapprove of the CONSULTANT's services of work product promptly, or delays caused by faulty performance by the TOWN or by contractors of any level. When such delays beyond the CONSULTANT's reasonable control occur, the TOWN agrees the CONSULTANT is not responsible for damages, nor shall the CONSULTANT be deemed to be in default of this Agreement.
- 4.4 Comply with all Federal, State and Local laws or ordinances applicable to this work.
- 4.5 Prepare the necessary application forms and supporting documents for the approval of the TASK ORDER(S) and assist the TOWN in acquiring the approval from Local, State and Federal Regulatory Agencies. The CONSULTANT shall also assist the TOWN in obtaining such approvals by submitting, participating, and/or leading in negotiations with appropriate authorities, and the TASK ORDER(S) shall define the CONSULTANT's role in this regard.
- 4.6 Cooperate fully with the TOWN in order that all phases of the work may be properly scheduled and coordinated. At this Final Design Phase, the CONSULTANT will furnish the TOWN a construction time schedule for the completion of the TASK ORDER(S).
- 4.7 Request information and verification of location of utility facilities in the vicinity of the proposed work. Upon approval of the final plans, send letter with applicable sheets of the plans to each utility company having installations in the area of the work, notifying them of any relocations required. Send copies of all such letters to utilities to the TOWN for reference and file.
- 4.8 Report the status of TASK ORDER(S) to the TOWN Manager or her/his designee upon request, and hold the drawings, calculations, and related work open to the inspection of the TOWN Manager or her/his authorized agent or designee at any time.
- 4.9 Submit to the TOWN five (5) sets of check prints and the *Contract Documents* at 30%, 60%, and 90% completion for each TASK ORDER for review and approval and advise the TOWN in writing with each submittal of the estimated project construction cost.
- 4.10 Submit to the TOWN a final draft of the *Contract Documents*, including all revisions and/or modifications. Upon approval, assemble and bind the *Contract Documents* and deliver five (5) sets to the TOWN. Additional copies required shall be furnished at actual cost of reproduction if requested by the TOWN. It is understood and agreed that the CONSULTANT assumes no responsibility for the legal review of such documents. **Consultant shall provide an electronic copy of all contract documents.**
- 4.11 Advise the TOWN of any adjustments in the cost of the PROJECT caused by changes in scope, design requirements or construction costs; and furnish final cost estimate for the subject project, based on the approved drawings and specifications.

Item 5. Bidding or Negotiating Phase

Item B.

After written authorization to proceed with the Bidding or Negotiating Phase, the CONSULTANT shall:

- 5.1** Assist the TOWN in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, when authorized in the applicable TASK ORDER(S), attend pre-bid conferences.
- 5.2** Prepare any addenda with accompanying drawings or other material as required by TOWN and furnish a copy for each set of *Contract Documents* at actual cost of reproduction. Distribution will be made by the TOWN.
- 5.3** Consult with and advise the TOWN as to the acceptability of the prime Contractor as well as Subcontractors, suppliers, and other persons and organizations proposed by the prime Contractor(s) for those portions of the work where determination of such acceptability is required by the bidding documents. In addition, advise in the selection of a qualified list of general contractors for the subject project.
- 5.4** Assist the TOWN in obtaining, receiving, tabulating and evaluating bids or negotiating proposals and preparing construction contracts, materials, equipment and services.
- 5.5** Review bids received and submit to the TOWN Manager or her/his designee CONSULTANT's recommendation as to action to be taken upon the bids.

ARTICLE IV. RESPONSIBILITIES OF TOWN

In addition to payment for the Services performed under this Agreement, TOWN shall:

Item 1. Assist and cooperate with CONSULTANT to a reasonable extent and provide readily available information as identified by CONSULTANT to facilitate CONSULTANT's performance under this Agreement.

Item 2. Designate in writing a person to act as the TOWN's representative with respect to the work to be performed under this Agreement (hereafter the "TOWN Representative"). The CONSULTANT may rely upon the fact that the TOWN's Representative has complete authority to transmit instructions, receive information, interpret and define TOWN's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. The TOWN Representative shall also (1) communicate the TOWN's policies and decisions to the CONSULTANT regarding the Services; (2) determine whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder, and (3) determine the merits of any allegation by the CONSULTANT respecting the TOWN's nonperformance of any obligations under this Agreement and/or any TASK ORDER(S) issued hereunder. All determinations made by the TOWN Representative, as outlined above, shall be final and binding upon the CONSULTANT in regard to further administrative review, but shall not be binding upon the CONSULTANT or TOWN in regard to appeals to a court of competent jurisdiction.

Item 3. Furnish CONSULTANT with reasonably available technical and other data in TOWN's possession including, but not limited to, data, maps, surveys, drawings, soils or geotechnical and other types of reports, and any other information required by, or useful to, CONSULTANT as may be identified by CONSULTANT to TOWN in performance of its Services under this Agreement. CONSULTANT shall take care to review information supplied for accuracy, but be reasonably entitled to rely upon the information

supplied by TOWN.

Item B.

Item 4. Notify CONSULTANT of any known or potential health or safety hazards existing at or near project or work sites.

Item 5. Provide access to and/or obtain permission for CONSULTANT to enter upon all TOWN properties, and provide assistance with access to properties not owned by the TOWN as required to perform and complete the Services.

Item 6. If CONSULTANT's scope of work includes services during construction, TOWN will require the construction contractor to indemnify and hold harmless CONSULTANT, its officers, employees, agents, and CONSULTANTS against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

TOWN will require the contractor to name CONSULTANT, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective Policy (OCP), and any builder's risk, or other property insurance purchased by TOWN or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

TOWN will furnish contractor's certificates of insurance evidencing that CONSULTANT, its officers, employees, agents, and CONSULTANTS are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the CONSULTANT shall be excess and noncontributory.

The certificates shall provide that CONSULTANT be given 30 Days' written notice prior to any cancellation thereof.

Item 7. Provide all legal services, including review of *Contract Documents*, accounting, and insurance consulting services as may be required for each TASK ORDER, and such auditing services as the TOWN may require to ascertain how or for what purpose the Contractor has used the money paid to him under the construction agreement.

ARTICLE V. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in this Agreement and/or any TASK ORDER(S) issued hereunder, the TOWN shall have sole responsibility as between TOWN and CONSULTANT for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et seq. and any state and/or federal regulations as related thereto.

ARTICLE VI. COMPENSATION

For the Services described in each TASK ORDER, TOWN agrees to pay, and CONSULTANT agrees to accept the total compensation in accordance with compensation terms included in the TASK ORDER. CONSULTANT may re-allocate compensation between tasks, provided total compensation is not exceeded without written approval (e-mail is sufficient) of TOWN Representative. For each defined service, or separately authorized TASK ORDER, a mutually acceptable fee shall be negotiated when the scope of such proposed authorization has been defined. In the event that a specific fee is not established, the hourly rate schedule contained in **Exhibit "B"** attached hereto shall control. The rate schedule shall be revised

annually and furnished to the TOWN prior to its effective date. The revised hourly rate schedule shall take effect unless written notice is received from the TOWN Representative that the revised rates are accepted. Provided further that CONSULTANT agrees that the rates on its hourly rate schedule shall not be increased above three percent (3%) of existing accepted rates per calendar year during the term of this Agreement. Compensation shall be billed monthly in summary form. For other than lump-sum contracts, the TOWN shall only be obligated to pay for those Services that the CONSULTANT can demonstrate are reasonable, provable, and within the scope of services of any TASK ORDER(S).

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ARTICLE VII. DIRECT AND REIMBURSABLE EXPENSES

The TOWN shall reimburse the CONSULTANT for certain direct out-of-pocket expenses (see itemized list below). Such direct charges shall be submitted to the TOWN on a timely basis at actual cost, verified by appropriate written bills, invoices, statements, etc. Reimbursable expenses shall not exceed \$3,000.00 except when authorized in advance in writing by TOWN or included in the TASK ORDER.

Item 1. Travel and Subsistence

The actual cost of travel and subsistence expense(s) incurred while performing authorized TOWN business. Travel performed in the CONSULTANT's vehicle shall be at the calculation rate authorized by the TOWN for its employees from time to time pursuant to TOWN ordinance(s) and/or Florida Law. Air travel, if required, shall be reimbursed at the economy class fare.

Item 2. Printing and Reproduction

The reasonable costs of reproduction of reports, plans, and specifications except as otherwise provided in this Agreement and/or any TASK ORDER(s) issued hereunder, plus the hourly cost of the CONSULTANT's staff incurred for administration.

Item 3. Services of Others

For services of others when included in the TASK ORDER, the actual cost of such services plus the hourly cost of the CONSULTANT's staff incurred for administration.

Item 4. Miscellaneous

Such other miscellaneous direct charges as may be approved by the TOWN Manager or TOWN's Representative, plus the hourly cost of the CONSULTANT's staff incurred for administration.

ARTICLE VIII. PAYMENTS

Item 1. Payment for Authorized Services

Payment for authorized Services rendered, including direct and reimbursable costs, shall be payable in approximate proportion to the degree and/or percentage of completion of the work as estimated by the CONSULTANT, subject to approval of the TOWN's Representative. Payment shall be made within forty-five (45) Calendar Days of receipt of invoice as provided by Section 218.74, Florida Statutes.

Item 2. Payment Withheld

When the TOWN has reasonable ground for belief, or information to believe that: (1) the CONSULTANT will be unable to perform the Services set forth under this Agreement and/or any TASK ORDER(S) issued hereunder; or (2) a meritorious claim exists against the CONSULTANT or the TOWN arising out

of the CONSULTANT's negligence or the CONSULTANT's breach of any provision of this Agreement or any TASK ORDER(S) issued hereunder; then the TOWN may withhold payment otherwise due payable to the CONSULTANT; provided, however, that the TOWN shall not unreasonably withhold other payment(s) that may not otherwise be in dispute. Any payment so withheld may be retained by the TOWN for such period as it deems advisable, in its sole and absolute discretion, to protect the TOWN against any loss or deprivation that the TOWN may incur pursuant to this Subsection or as may be determined by a court of competent jurisdiction.

Item B.

This provision is intended solely for the benefit of the TOWN and no person shall have any right against the TOWN and/or its employees and officials by reason of the TOWN's withholding of payment(s). Interest [*one percent (1%) simple interest, per month*] shall only be payable by the TOWN on any amounts withheld under this provision if the TOWN has acted without justification. This provision is not intended to limit or in any way prejudice any other right the TOWN may have in this regard or any right or defense that the CONSULTANT might choose to exercise against the TOWN.

Item 3. Termination

Upon the termination of this Agreement and/or any TASK ORDER(S) issued hereunder, the CONSULTANT shall prepare a final and complete payment statement for all Services and reimbursable expenses incurred since the posting of the last payment statement and through the date of termination. The final payment statement shall be subject to all of the provisions described in **Article XXVII** of this Agreement.

Item 4. Final Payment

The acceptance by the CONSULTANT, its successors, or assigns, of any final payment due upon the termination of this Agreement or any TASK ORDER(S) issued hereunder, shall constitute a full and complete release of the TOWN from any and all claims or demands regarding further compensation for authorized services rendered prior to such final payment that the CONSULTANT, its successors, or assigns have or may have against the TOWN under the provisions of this Agreement and/or any TASK ORDER(S) issued hereunder, unless otherwise previously and properly filed pursuant to the provisions of this Agreement in a court of competent jurisdiction and/or as may be determined by the TOWN. This Subsection does not affect any other portion of this Agreement and/or any TASK ORDER(S) issued hereunder, that extends obligations of the parties beyond final payment.

Under present Florida Law, the TOWN is exempt from sales taxes imposed upon professional services when the TOWN purchases such services directly. The CONSULTANT agrees to pay actual taxes (exclusive of multiplier) imposed and/or assessed as a result of the provision of any Services provided under this Agreement and/or TASK ORDER(S) issued hereunder. The TOWN and the CONSULTANT agree that this Subsection may be modified by a duly executed amendment in the event of future changes to Florida Law that affect the parties, terms, or conditions of this Agreement.

ARTICLE IX. SCHEDULE OF WORK

The TOWN shall have the sole rights to determine on which unit(s) or section(s) of the services to be performed under this Agreement and/or any TASK ORDER(S) issued hereunder that the CONSULTANT shall proceed and in what order. Authorization by the TOWN, through the TOWN Manager, his designee or TOWN Representative, in writing through the issuance of a TASK ORDER, shall cover in detail the scope, timing and intent of the proposed professional consulting services. The TASK ORDER shall specify the timing of the Services to be performed and provide additional direction on when written approval is necessary to continue with additional tasks.

ARTICLE X. RESPONSIBILITY OF CONSULTANT

Item B.

Item 1. Standard of Care Professional Services

Subject to the limitations prescribed and/or identified in the agreed scope of work as related to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement and/or any TASK ORDER(S) issued hereunder, CONSULTANT shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent professional consulting firms in effect at the time CONSULTANT'S Services are rendered.

Item 2. Reliance upon Information Provided by Others

If CONSULTANT's performance of any TASK ORDER(S) and/or Services hereunder requires CONSULTANT to rely on information provided by other parties (excepting CONSULTANT's subcontractors), CONSULTANT shall not be required to independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by TOWN. The CONSULTANT shall be responsible for advising the TOWN when the validity, completeness or accuracy of information is of concern.

Item 3. CONSULTANT's Opinion of Costs

TOWN acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. TOWN acknowledges that such influences may not be precisely forecasted and are beyond the control of CONSULTANT and that actual costs incurred may vary substantially from the estimates prepared by CONSULTANT. CONSULTANT does not warrant or guarantee the accuracy of construction or development cost estimates.

ARTICLE XI. AUDIT RIGHTS

The TOWN reserves the right to audit the records of the CONSULTANT related to compensation issues associated with an authorized TASK ORDER at any time during the execution of the TASK ORDER and for a period of one (1) year after final payment is made to the CONSULTANT. Failure of the CONSULTANT to maintain sufficient auditable records shall authorize the TOWN to determine, at its sole and conclusive discretion, the time and cost expended from information maintained by the CONSULTANT relevant to the services performed under this Agreement and any TASK ORDER(S) issued hereunder. The CONSULTANT's staff will be compensated on an hourly rate basis for assisting the TOWN in its audit process and the TOWN shall pay for the reasonable cost of reproducing such records in accordance with the provisions of **Article VII**, Item 2 of this Agreement.

ARTICLE XII. ASSIGNMENT

The CONSULTANT shall not sublet, assign, or transfer this Agreement and/or any TASK ORDER(S) issued hereunder and/or any interest and/or work under this Agreement and/or any TASK ORDER(S) issued hereunder without the written consent of the TOWN.

ARTICLE XIII. SPECIAL PROJECTS

Periodically, the TOWN may require professional consulting services on special projects which are

funded, in whole or in part, by various State or Federal agencies as well as TOWN bond issues. The TOWN, by virtue of its strict compliance with the Act, reserves the right to either authorize CONSULTANT to proceed, by the issuance of a TASK ORDER, with such a special project without further competitive negotiations, or the TOWN may, at its discretion, reinstate competitive negotiations under the Act to select a consultant for that individual special project. Any additional requirements imposed and/or prescribed by such State or Federal agencies, when performing professional consulting services on and/or for special projects, shall also be acknowledged and satisfied.

Item B.

ARTICLE XIV. CONSULTANT'S WORK PRODUCT

Item 1. Scope

CONSULTANT's work product, which is prepared solely for the purposes of this Agreement and/or any TASK ORDER(S) issued hereunder, including, but not limited to, drawings, test results, recommendations and technical reports, whether in hard copy or electronic form, shall become the property of TOWN when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. Pursuant to Florida Law, all correspondence(s) between the TOWN and CONSULTANT are public records and subject to public records requests.

CONSULTANT and TOWN recognize that CONSULTANT's work product submitted in performance of this Agreement is intended only for the Services performed under this Agreement and/or any TASK ORDER(S) issued hereunder. TOWN's alteration of CONSULTANT's work product or its use by TOWN for any other purpose shall be at TOWN's sole risk, and TOWN shall hold harmless and indemnify CONSULTANT against all losses, damages, costs and expense, including reasonable attorneys' fees, arising out of or related to any such alteration or unauthorized use.

Item 2. Electronic Copies

If requested, solely as an aid and accommodation to TOWN, CONSULTANT may provide copies of its work product documents in computer-readable media ("electronic copies" more specifically "CADD Files"). CONSULTANT will maintain the original copy, which shall serve as the official, archived record of the electronic documents. TOWN agrees to hold harmless, indemnify and defend CONSULTANT from any claims arising out of or relating to any unauthorized change or alteration by the TOWN of electronic copies.

If requested, solely as an aid and accommodation to TOWN, CONSULTANT shall provide copies of its work product documents in computer-readable media ("electronic copies," more specifically "CADD Files"). These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. TOWN is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. CONSULTANT will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. TOWN agrees to hold harmless, indemnify and defend CONSULTANT from any claims arising out of or relating to any unauthorized change or alteration of electronic copies and CADD documents.

Item 3. Limitation on Indemnity

To the extent this Agreement calls for the TOWN to indemnify CONSULTANT, the TOWN does not intend to waive any sovereign immunity. Further regardless of whether any such obligations which are the subject of any indemnification by the TOWN hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the TOWN and any indemnification

provision shall be limited in the same manner that would have applied if such obligations were based on or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as amended from time to time, as between the TOWN and CONSULTANT.

Item B.

ARTICLE XV. INDEMNIFICATION AND INSURANCE

Item 1. CONSULTANT'S F.S. § 725.08 Indemnifications

1.1 CONSULTANT shall indemnify and hold harmless the TOWN, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, damages – including but not limited to all fees and charges of attorneys, and other professionals, and all court or other dispute resolution costs, both trial and appellate – liabilities, expenditures, or causes of action of any kind, including negligent, reckless, or willful or intentional acts or omissions of CONSULTANT and any person or organization directly or indirectly employed by CONSULTANT to perform or furnish any work or anyone for whose acts any of them may be liable, arising from, relative to, or caused by the performance of any services as may be described or provided in this *Agreement*, any services pursuant to any TASK ORDER(S) issued hereunder, or in the project or any work order. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities and expenses arising out of or from:

- (a) any act, omission or default of the CONSULTANT or its employees or agents, including negligent, reckless, willful or intentional acts or omissions;
- (b) any and all bodily injuries, sickness, disease or death;
- (c) injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (d) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this *Agreement*, any TASK ORDER(S) issued hereunder or any project, task or work performed thereunder; and
- (e) the violation of any federal, state, county or TOWN laws, by-laws, ordinances or regulations by CONSULTANT or its employees, or agents.

For purposes of compliance with Florida law, CONSULTANT acknowledges that the indemnifications given in this paragraph shall be deemed a part of the services pursuant to any TASK ORDER(S) issued hereunder, or in the project or any work order project specifications and Contract Documents and are given pursuant to and to the maximum extent allowed by §725.08, Florida Statutes (2023).

1.2 CONSULTANT'S F.S. § 725.06 Indemnifications

CONSULTANT shall indemnify, defend, and hold harmless the TOWN, its elected officials, officers, agents and employees, from liability for damages to persons or property caused in whole or in part by any act, omission, or default of CONSULTANT, specifically including negligent, grossly negligent, intentional, willful and reckless acts, done, made or failed to be done or made in the performance of any services as may be described or provided in this *Agreement*, any services pursuant to any TASK ORDER(S) issued hereunder, or in the project or any work order which relates to, pertains to, or arises from this *Agreement*. CONSULTANT also agrees to indemnify, defend, save and hold harmless the TOWN, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against the TOWN, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent

rights claimed by any person, firm, or corporation. For purposes of compliance with Florida law, CONSULTANT acknowledges that the indemnifications in this provision shall be deemed a part of the project specifications and Contract Documents and are given pursuant to and to the maximum extent allowed by the provisions of §725.06, Florida Statutes (2023). Indemnification shall have a monetary limitation of no less than the sum of five million dollars and zero cents (\$5,000,000.00) per occurrence, which the parties declare to bear a reasonable commercial relationship to this Agreement.

1.3 Payment of Claims

In the event of any liabilities, damages, losses, costs, expenditures, fines or fees which fall within the indemnities set forth above in **Article XV**, paragraphs 1.1 and 1.2 of this Agreement, payment of any amount due pursuant thereto shall, after receipt of written notice by CONSULTANT from the TOWN that such amount is due, be made by CONSULTANT prior to the TOWN being required to pay same, or in the alternative, the TOWN, at the TOWN'S option, may make payment of an amount so due and CONSULTANT shall promptly reimburse the TOWN for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the day of the TOWN'S payment.

1.4 Defense of TOWN; Attorneys' Fees, Costs and Expenses

CONSULTANT agrees, at its own expense, after receipt of written notice from the TOWN, to defend any action against the TOWN that falls within the scope of the indemnities set forth above in **Article XV**, paragraphs 1.1 and 1.2 of this Agreement. At its option, the TOWN may elect to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONSULTANT. Additionally, if CONSULTANT, after receipt of written notice from the TOWN, fails to make any payment due hereunder to the TOWN, CONSULTANT shall pay any reasonable attorney's fees or costs incurred by the TOWN in securing any such payment from TOWN. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the TOWN'S favor.

1.5 Consideration for Indemnifications

CONSULTANT acknowledges that Five Hundred Dollars (\$500.00) of the amount paid to it under this Agreement is in consideration, for all contractual indemnifications given by it to the TOWN in **Article XV** and deems such sum to be adequate consideration.

Item 2. INSURANCE

2.1 Insurance in General

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement and/or any TASK ORDERS issued hereunder, with an insurer or insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth herein. As evidence of compliance with the insurance required herein, CONSULTANT shall furnish the TOWN with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the TOWN and the TOWN's members, officials, officers and employees as additional insureds in the Commercial General Liability

coverage;

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- (b) the original of the policy(ies); and/or
- (c) other evidence satisfactory to the TOWN.

Until such coverage is no longer required by this Agreement, CONSULTANT shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

2.2 Types of Insurance and Limits of Liability

2.2.1 Workers' Compensation/Employers' Liability

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

Part One: "Statutory"
Part Two: \$500,000 Each Accident
 \$500,000 Disease – Policy Limit
 \$500,000 Disease – Each Employee

2.2.2 Commercial General Liability Insurance

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

- ☐ Mold, fungus, or bacteria
- ☐ Terrorism
- ☐ Sexual molestation

The TOWN and the TOWN's members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement).

The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy subject to the following minimum limits (inclusive of amounts provided by an umbrella or excess policy):

\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence

2.2.3 Automobile Liability Insurance

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Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the TOWN with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

2.2.4 Professional Liability

Such insurance shall be on a form acceptable to the TOWN and shall cover CONSULTANT for liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

\$ 1,000,000 Each Claim
\$ 1,000,000 Annual Aggregate

2.3 Insurance Administration

Insurance certificates, evidencing all insurance coverage referred to in this Subsection (hereafter the "Insurance Certificates"), shall be filed (or be on file) with the TOWN at least ten (10) Calendar Days after the final execution of this Agreement. The Insurance Certificates shall be fully acceptable to the TOWN in both form and content, and shall provide and specify that the related insurance coverage shall not be canceled (hereafter the "Coverage Change") without at least thirty (30) Calendar Days prior written notice having been given to the TOWN. The CONSULTANT further agrees that no material modification or reduction shall be made to any insurance policy coverage referred to in this Agreement, unless the CONSULTANT gives written notice to the TOWN [within seven (7) Calendar Days of the CONSULTANT's having been given notice by the insurer] of such material modification or reduction. "Material modification" shall mean but not be limited to, reduction in the limit of liability by endorsement to the policy during the policy period, change and types of claims payable, or any other change that significantly reduces the coverage originally provided in the policy's terms. The CONSULTANT shall have thirty (30) Calendar Days following such Coverage Change to file an Insurance Certificate with the TOWN, demonstrating that the particular coverage has either been reinstated, or has been provided through another insurer(s) that is (are) acceptable to the TOWN. Failure of the CONSULTANT to obtain the TOWN's approval, or to satisfy the TOWN in this matter of Insurance Certificates, shall be grounds for termination of the Agreement as specified in **Article XVII**. It is also understood and agreed that it is the CONSULTANT's sole burden and responsibility to coordinate activities between itself, the TOWN, and the CONSULTANT's insurer(s) so that the Insurance Certificates are acceptable to and accepted by the TOWN within the time limits described in this Subsection.

2.4 TOWN's Right to Inspect Policies

The CONSULTANT shall, upon thirty (30) Business Days' written request from the TOWN, deliver copies to the TOWN of any or all insurance policies that are required in this Agreement. Provided that

CONSULTANT shall be entitled to redact all confidential information on copies of all such policies of insurance that are delivered to the TOWN. It being the intent of the parties that the TOWN shall review copies of all policies in order to determine appropriate and relevant coverage, limits, deductibles, insurance exclusions and other information related thereto. Item B.

2.5 Miscellaneous

- (a) The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the TOWN or the TOWN's members, officials, officers or employees.
- (b) Except where prior written approval has been obtained hereunder, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a deductible or self-insured retention. CONSULTANT shall pay on behalf of the TOWN or the TOWN's members, officials, officers and employees any deductible or self-insured retention applicable to a claim against the TOWN or the TOWN's members, officials, officers, agents and employees.
- (c) The insurance provided by the CONSULTANT shall be endorsed to provide that the Insurer waives its rights against the TOWN and the TOWN's members, officials, officers and employees.
- (d) Compliance with these insurance requirements shall not limit the liability of CONSULTANT. Any remedy provided to the TOWN by the insurance provided by CONSULTANT shall be in addition to and not in lieu of any other remedy (including but not limited to, as an indemnitee of CONSULTANT) available to the TOWN under this Agreement or otherwise.
- (e) Neither approval nor failure to disapprove insurance furnished by CONSULTANT shall relieve CONSULTANT from responsibility to provide insurance as required by this Agreement.

2.5.1 CONSULTANT shall ensure that any company issuing insurance to cover the requirements contained in this Agreement and/or any TASK ORDER(S) issued hereunder agrees that they shall have no recourse against TOWN for payment or assessments in any form on any policy of insurance. All required insurance policies shall preclude any insurer's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required insurance coverage protect both parties as the primary coverage for any and all losses covered by the above-described insurance. Violation of the terms of this paragraph and its subparts shall constitute a breach of the Agreement, and the TOWN, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate. The TOWN reserves the right to require or adjust any of the insurance coverage it deems necessary depending upon the company, the Services to be provided under this Agreement and/or any TASK ORDER(S) issued hereunder, or the potential exposures. The CONSULTANT shall not commence performance of duties under this Agreement and/or any TASK ORDER(S) issued hereunder until the CONSULTANT has obtained all insurance coverage required under this paragraph and this Agreement and all Insurance Certificates have been approved by the TOWN, nor shall the CONSULTANT allow any sub-consultant to commence performance of duties under any TASK ORDER with the TOWN until all similar such insurance coverage and Insurance Certificates required of the sub-consultant have been obtained and approved by the TOWN or the TOWN Representative.

Item 3. No Waiver of Sovereign Immunity/Limits of Liability

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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.

ARTICLE XVI. CONFIDENTIALITY

Subject to Florida Law, CONSULTANT agrees it will maintain the confidentiality of material it receives from TOWN, which TOWN has clearly identified as "confidential", and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of TOWN. Notwithstanding the foregoing, CONSULTANT shall have no confidentiality obligation with respect to information that:

(a) becomes generally available to the public other than as a result of disclosure by CONSULTANT or its agents or employees;

(b) was available to CONSULTANT on a non-confidential basis prior to its disclosure by TOWN; or

(c) becomes available to CONSULTANT from a third party who is not, to the knowledge of CONSULTANT, bound to retain such information in confidence.

In the event CONSULTANT is compelled by subpoena, court order, or administrative order to disclose any confidential information, CONSULTANT shall promptly notify TOWN and shall cooperate with TOWN prior to disclosure so that TOWN may take necessary actions to protect such confidential information from disclosure.

ARTICLE XVII. SUSPENSION AND/OR TERMINATION OF WORK

Any Services being performed under this Agreement and/or any TASK ORDER(S) issued hereunder may be suspended as follows:

Item 1. By TOWN

By written notice to CONSULTANT, TOWN may suspend all or a portion of the Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder if unforeseen circumstances beyond TOWN's control make normal progress of the Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder impracticable. If suspension is greater than sixty (60) business days, then CONSULTANT shall have the right to terminate this Agreement in accordance with Article XVIII of this Agreement. TOWN's suspension of any Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder shall be without prejudice to any other remedy of TOWN at law or equity.

Item 2. By CONSULTANT

By written notice to TOWN, CONSULTANT may suspend the Services provided under this Agreement and/or TASK ORDER(S) issued hereunder if CONSULTANT reasonably determines that working conditions at the site and/or location (outside CONSULTANT's control) are unsafe, or in violation of applicable laws. CONSULTANT's suspension of any Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder shall be without prejudice to any other remedy of CONSULTANT at law or equity.

ARTICLE XVIII. TERMINATION OF AGREEMENT

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Item 1. This Agreement may be terminated by TOWN as follows: (1) for its convenience on 30 Calendar Days' written notice to CONSULTANT, or (2) for cause, if CONSULTANT or any entity utilized by CONSULTANT to provide services under this Agreement and/or any TASK ORDER(s) issued hereunder materially breaches this Agreement and/or any TASK ORDER(s) issued hereunder through no fault of TOWN and CONSULTANT neither cures such material breach nor makes reasonable progress toward cure within 15 Business Days after TOWN has given written notice of the alleged breach to CONSULTANT.

Item 2. This Agreement and/or any TASK ORDER(s) issued hereunder may be terminated by CONSULTANT as follows: (1) for cause, if TOWN materially breaches this Agreement through no fault of CONSULTANT and TOWN neither cures such material breach nor makes reasonable progress toward cure within 15 business days after CONSULTANT has given written notice of the alleged breach to TOWN, or (2) upon five (5) Business Days' notice if Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder have been suspended by either TOWN or CONSULTANT for more than 60 calendar days in the aggregate.

Item 3. Payment upon Termination In the event of termination, CONSULTANT shall perform such additional Services as is reasonably necessary for the orderly closing of the Services being performed under this Agreement and/or any TASK ORDER(S) issued hereunder. CONSULTANT shall be compensated for all Services performed prior to the effective date of termination, plus Services required (as were authorized under this Agreement and/or any TASK ORDER(S) issued hereunder for the orderly closing of the Services being performed under this Agreement and/or any TASK ORDER(S) issued hereunder, including: (1) authorized Services performed up to the termination date; (2) all efforts necessary to document the Services completed or in progress; and (3) any termination reports requested by TOWN in writing.

ARTICLE XIX. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by TOWN or CONSULTANT without prior, written consent of the other.

ARTICLE XX. NO BENEFIT FOR THIRD PARTIES

The services to be performed by CONSULTANT are intended solely for the benefit of TOWN, and no benefit shall be conferred on, nor contractual relationship shall be established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on CONSULTANT's services, opinions, recommendations, plans, or reports without the express written consent of CONSULTANT. No right to assert a claim against the CONSULTANT, its officers, employees, agents, or CONSULTANTs shall accrue to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the CONSULTANT's Services under this Agreement and/or any Task Order issued hereunder.

ARTICLE XXI. APPLICABLE LAW; STATE LAW COMPLIANCE

Item 1. Compliance with Applicable Law.

The CONSULTANT shall comply with any and all applicable federal, state, and local rules, regulations, resolutions, ordinances and/or laws as they relate to the provisions of this Agreement and/or any TASK ORDER(s) issued hereunder; and CONSULTANT specifically acknowledges the

applicability of the public record provisions of Florida Law. The CONSULTANT represents and warrants unto the TOWN that no elected official, officer, employee, or agent of the TOWN has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder. The CONSULTANT further represents and warrants to the TOWN that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value (Value) to any person, company, corporation, individual, or firm, other than bona fide personnel working solely for the CONSULTANT, in consideration for or contingent upon, or resulting from the award or making of this Agreement. Further, the CONSULTANT also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any person, company, individual or firm in connection with carrying out this Agreement. It is absolutely understood and agreed by the CONSULTANT that, for the breach or violation of this Subsection, the TOWN shall have the right to terminate this Agreement without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any value paid by the CONSULTANT. The CONSULTANT shall also require, by contract, that all subconsultants shall comply with the provisions of this Subsection.

Item B.

Item 2. State Law Compliance.

(a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this Agreement, CONSULTANT certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. CONSULTANT understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this Agreement at the TOWN's option if the CONSULTANT is found to have submitted a false certification.

(b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Agreement, CONSULTANT certifies that it is not on the convicted vendor list.

(c) ***Drug-Free Workplace.*** By executing this Agreement, CONSULTANT 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 this Agreement, the CONSULTANT 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 CONSULTANT and any subcontractor hired by the CONSULTANT. If the CONSULTANT enters into a contract with a subcontractor, the subcontractor must provide the CONSULTANT with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT 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.*** CONSULTANT acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. CONSULTANT affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the CONSULTANT's social, political, or ideological interests in the award of this Agreement.

(f) ***Contracting with Foreign Entities.*** By executing this Agreement, CONSULTANT 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, CONSULTANT certifies that no government of a Foreign Country of Concern has a "controlling interest" in CONSULTANT as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the CONSULTANT organized under the laws of a Foreign Country of Concern, nor does the CONSULTANT have its principal place of business located in a Foreign Country of Concern. If this Agreement permits the CONSULTANT to access the personal identifying information of any individual, CONSULTANT agrees to notify the TOWN in advance of any contemplated transaction that would cause CONSULTANT to be disqualified from such access under Section 287.138 of the Florida Statutes. CONSULTANT agrees to furnish the TOWN with an affidavit signed by an officer or representative of the CONSULTANT under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

ARTICLE XXII. FORCE MAJEURE

CONSULTANT shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of TOWN to furnish timely information or to approve or disapprove CONSULTANT's instruments of service promptly, and (4) faulty performance or nonperformance by TOWN, TOWN's independent CONSULTANTS or contractors, or governmental agencies. CONSULTANT shall not be liable for damages arising out of any such delay, nor shall the CONSULTANT be deemed to be in breach of this Agreement as a result thereof.

ARTICLE XXIII. SEVERABILITY

If any term, covenant, or condition of this Agreement or the application thereof to any person or

circumstances shall to any extent, be deemed by a court of competent jurisdiction to be lawfully invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. The TOWN and CONSULTANT further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

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ARTICLE XXIV. VENUE

Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement and/or any TASK ORDER(S) issued hereunder shall be brought exclusively in the State Courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

ARTICLE XXV. ATTORNEYS' FEES

In the event either the TOWN or the CONSULTANT brings an action against the other to interpret and/or enforce this Agreement and/or any TASK ORDER(S) issued hereunder and/or any condition, covenant and/or provision herein, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

ARTICLE XXVI. NOTICES

All notices, demands, requests, consents, approvals, and other communications (collectively, "Notices"), 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:

CONSULTANT: Ayers & Associates
Attn: Binoy Panicker
8875 Hidden River Parkway, Ste 200
Tampa, FL 33637
Phone: (813) 558-3321
Fax: (813) 978-9369

TOWN: Tandra Davis, Town of Dundee
Attn: RFP 23-01
PO Box 1000
Dundee FL 33838
Phone: (863) 438-8330

With a copy to: *(which shall not constitute notice)*
Frederick J. Murphy, Jr., Esquire
TOWN Attorney
Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue

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 notices, or that the address for the delivery of such notices 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 shall be effective.

ARTICLE XXVII. MISCELLANEOUS PROVISIONS

Item 1. Documents, drawings, specifications, and electronic information/data, including computer aided drafting and design ("CADD"), prepared by CONSULTANT pursuant to this Agreement are not intended or represented to be suitable for reuse by TOWN or others on extensions of the Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from CONSULTANT will be at TOWN's sole risk and without liability to CONSULTANT. Electronic data delivered to TOWN shall be for TOWN's convenience only and shall not include the professional stamp or signature of an engineer or architect.

Item 2. TOWN agrees that in accordance with generally accepted construction practices, unless otherwise set forth in a specific TASK ORDER, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the PROJECT, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. CONSULTANT shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. CONSULTANT shall not have the authority to stop or reject the work of the construction contractor.

Item 3. Any opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of TOWN. Since CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to TOWN.

Item 4. Waiver of Claim

The CONSULTANT and the TOWN hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

Item 5. TOWN's Agent

The TOWN will assign an agent based upon the Department/Division requesting the work. The assigned agent shall act as the TOWN's agent with respect to the Services to be rendered by the CONSULTANT hereunder, and shall transmit instructions, receive information, and communicate the TOWN's policies and decisions to the CONSULTANT.

Item 6. CONSULTANT's Project Team

Item B.

Subject to the approval of the TOWN or TOWN Representative, the CONSULTANT shall assign members of its staff as the CONSULTANT'S principal-in-charge, project manager and key personnel (hereafter the "Project Team"), who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The CONSULTANT shall indicate to the TOWN and the TOWN or TOWN Representative shall approve in writing, as a part of each TASK ORDER, the authority and powers that the CONSULTANT'S Project Team shall possess during the life of that TASK ORDER. The CONSULTANT acknowledges that the TOWN shall have the right to approve the CONSULTANT'S Project Team, and that the CONSULTANT shall not change any member of its Project Team without the written approval of the TOWN or the TOWN Representative. Furthermore, if any member of the CONSULTANT's Project Team is removed from his TASK ORDER duties, or his employment is otherwise terminated or curtailed by the CONSULTANT, or if the CONSULTANT's Project Team member terminated his employment with the CONSULTANT, then the CONSULTANT shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the TOWN or the TOWN Representative's written approval. The TOWN agrees that its approval shall not be unreasonably withheld.

Item 7. Non-Exclusive Agreement

This Agreement is non-exclusive, and may be terminated at the TOWN's convenience with the proper notice having been given to the CONSULTANT pursuant to **Article XVIII**. It is understood and acknowledged that the rights granted herein to the CONSULTANT are non-exclusive, and the TOWN shall have the right, at any time, to enter into similar agreements with other environmental consultants, subconsultants, and so forth, to have them perform such professional services as the TOWN may desire.

Item 8. Licenses

The CONSULTANT shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services performed under this Agreement and/or any TASK ORDER(S) issued hereunder. The CONSULTANT shall also require all subconsultants to comply by contract with the provisions of this Subsection.

Item 9. Compliance With New Regulations

The CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the TOWN or the CONSULTANT to qualify for local, state or federal funding for the Services to be rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the TOWN shall have the right, by written notice to the CONSULTANT, to terminate this Agreement for convenience. Furthermore, if the CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this Agreement, and/or to any TASK ORDER(S) issued hereunder, then the TOWN agrees, upon sufficient proof of material changes as may be presented to it by the CONSULTANT, to amend all related TOWN/CONSULTANT contractual obligations, and to revise such TASK ORDER budgets accordingly.

Item 10. License Fee and Royalties

The CONSULTANT agrees that any invention, design, process, product, devise, proprietary system, or proprietary process for which an approval (of any type) may be necessary, shall be paid for by the TOWN, but shall be secured by the CONSULTANT (or, at the CONSULTANT's direction, by the Contractor

during the CONSULTANT's construction phase services as may be memorialized in a TASK ORDER before the completion of any TASK ORDER.

Item B.

ARTICLE XXVIII. SUBORDINATION OF TASK ORDERS

The provisions of this Agreement are superior to any provision(s) set forth in a subsequent TASK ORDER entered into pursuant to the terms of this Agreement. In the event of any discrepancy between the language of this Agreement and any subsequent TASK ORDER, the provisions of any such TASK ORDER are subject and subordinate to the provisions of this Agreement and the language of this Agreement shall prevail.

ARTICLE XXIX. HEADINGS

Any section or paragraph headings appearing in this Agreement have been inserted for the sole purpose of convenience and ready reference of the parties. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections and paragraphs to which they may pertain.

ARTICLE XXX. GOVERNING LAW

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and governed by the laws of the State of Florida, only.

ARTICLE XXXI. REMEDIES AND COSTS

Subject to the provisions in **Article XV** of this Agreement, all remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu of, exclusive of each other or of any other remedy available to either party, at law or in equity. No delay or omission to exercise any TOWN right or TOWN power accruing upon any event of default shall impair any TOWN right or TOWN power nor shall it be construed to be a waiver of any event of default or acquiescence in it, and every TOWN right and TOWN power may be exercised from time to time as often as may be deemed expedient.

ARTICLE XXXII. TIMELINESS

The TOWN and the CONSULTANT acknowledge and understand that time is of the essence in this Agreement, and that the Services shall be performed in as expeditious a manner as may be in accord with the nature of each Project.

ARTICLE XXXIII. PUBLIC ENTITY CRIME

Any person or affiliate, as defined in Section 287.133 of the Florida Statutes, shall not be allowed to contract with the TOWN, nor be allowed to enter into a subcontract for work on this Agreement, if such person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material representation. Any Agreement with the TOWN obtained in violation of this Section shall be subject to termination for cause. A sub-consultant who obtains a subcontract in violation of this Section shall be removed from the TASK ORDER and/or Services provided thereunder and promptly replaced by a sub-consultant acceptable to the TOWN.

ARTICLE XXXIV. ENTIRETY OF AGREEMENT

Item B.

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

ARTICLE XXXV. AUTHORIZATION

Both the TOWN and CONSULTANT represent to one another that all the necessary actions to execute this Agreement have occurred and that both parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

ARTICLE XXXVI. REPRESENTATIONS AND WARRANTIES

Each party signing this Agreement on behalf of TOWN and CONSULTANT represents and warrants that he or she has read, understands, and acknowledges any and all of the conditions and requirements as set forth herein.

ARTICLE XXXVII. GENDER NEUTRAL

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

ARTICLE XXXVIII. CONSTRUCTION

The TOWN and CONSULTANT 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 accordance with the terms contained herein.

ARTICLE XXXIV. 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. For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in "calendar days" which means any and all days in a 365 Day calendar year; and "business days" shall mean each calendar day which is not a Saturday, Sunday or a recognized holiday by the TOWN. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday by the TOWN, 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.

ARTICLE XXXX. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with, or any rights in favor of, any third party, including any subcontractor.

ARTICLE XXXXI. INDEPENDENT CONTRACTOR

Item B.

Notwithstanding any provision of this Agreement and/or any TASK ORDER issued hereunder the CONSULTANT and TOWN agree that the CONSULTANT is an independent contractor for all purposes and when performing any Services under this Agreement and/or any TASK ORDER(S) issued hereunder.

ARTICLE XXXXII. EXHIBITS

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

ARTICLE XXXXIII. DUTY TO COOPERATE AND ACT IN GOOD FAITH

The TOWN and CONSULTANT acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement and any and all TASK ORDER(S) issued hereunder be performed in accordance with the terms, covenants and conditions contained herein; and both the TOWN and CONSULTANT shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

ARTICLE XXXXIV. PUBLIC RECORDS

Public Records. CONSULTANT agrees to:

1. Keep and maintain public records required by the Town to perform in accordance with the terms of this RFQ and Contract Documents.
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.
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/term of this Agreement and following completion of this Agreement and/or any amendment(s) issued hereunder if the Consultant does not transfer the records to the Town.
4. Upon completion of this Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the public agency upon completion of this Agreement and/or any amendment(s) issued hereunder, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement and/or any amendment(s) issued hereunder, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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 CONSULTANT does not comply with a public records request, TOWN shall enforce the Agreement and/or any TASK ORDER(S) provisions which may include immediate termination of Agreement and any TASK ORDER(S) issued hereunder. **This Section shall survive the termination of this Agreement.**

Item B.

[Remainder of page intentionally left blank]

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

Item B.

Consultant:

Subrata

By: Subrata Bandy VP, SE Operations

_____, Managing Member

Kelly Smith

Witness

Chh Fernandez

Witness

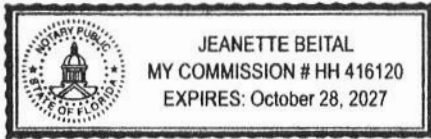
6/27/24

Date

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 27th day of June, 2024, by Subrata Bandy, as VP, Southeast Operations, on its behalf, who is personally known to me or who has produced _____ as identification.



Jeanette Beital

Notary Public, State of Florida

Printed Name: Jeanette Beital

My commission expires: 10/28/2027

TOWN:

Item B.

TOWN OF DUNDEE

By: _____
Sam Pennant, Mayor

ATTEST:

Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

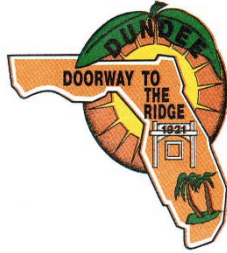
Frederick J. Murphy, Jr., Town Attorney

EXHIBIT A

Item B.

THE TOWN OF DUNDEE, FLORIDA

Town of Dundee



REQUEST FOR QUALIFICATIONS
RFQ 24-01

Continuing Professional Planning & Visioning Services Contracts

Responses are due by
Wednesday, May 1, 2024 at 4:00 pm

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFQ 24-01
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:

Trevor Douthat, Town Clerk
Town of Dundee
TDouthat@TownofDundee.com
(863) 438-8330

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- 8.6 Offer Extended to Other Governmental Entities
- 8.7 Mistakes, Inaccuracies, Incomplete Information
- 8.8 Statement of Bidder's Qualifications
- 8.9 State Law Compliance
- 8.10 Equal Employment Opportunity
- 8.11 Notice (Convicted Vendor List)
- 8.12 Unauthorized Alien(s)
- 8.13 Accident Prevention
- 8.14 Assignment or Novation
- 8.15 Patent Infringement
- 8.16 Progress of Work
- 8.17 Consultant / Contractor Provided Insurance
- 8.18 Indemnification by Consultant / Contractor
- 8.19 Liens
- 8.20 Construction and Consulting Evaluation

9.0 STANDARD FORMS

- 9.1 Attachment A: Submittal Cover Page
- 9.2 Attachment B: Addendum Page
- 9.3 Attachment C: Lobbying Certification Form
- 9.4 Attachment D: Non-Collusion Affidavit of Prime Bidder
- 9.5 Attachment E: Affidavit Certification-Immigration Laws
- 9.6 Attachment F: Certification of Drug-Free Workplace
- 9.7 Attachment G: Conflict of Interest
- 9.8 Attachment H: Acceptance of Proposal and Terms
- 9.9 Attachment I: Proposer's Incorporation Information

SAMPLE AGREEMENT (*Addendum to RFQ*) (*Published at later date*)

**REQUEST FOR QUALIFICATIONS
RFQ-24-01**

Sealed proposals will be received by the Town of Dundee until **11:00 A.M., Wednesday, May 1, 2024**, at the office of the Town of Dundee Town Clerk, 202 East Main Street, Dundee, Florida 33838, for the following:

“Continuing Professional Planning and Visioning Services Contracts”

Copies of the RFQ are available at the following website:

www.townofdundee.com/purchasing-procurement/

A Pre-submittal Conference will be held at Town Hall, Town of Dundee, 202 E. Main St., Dundee, 33838 at 11:00am, Wednesday, April 3, 2024, for the purpose of answering questions in reference to this solicitation.

The responses specified shall be furnished in accordance with the RFQ 24-01, Specifications, and any other documents prepared for this submittal. The evaluation committee will meet at 1:00pm to open and review bids for completeness and at 11:00am on Wednesday, May 2, 2024 for review of qualifications. The Town of Dundee reserves the right to reject any and all bids, waive informalities, re- advertise, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

Please Note: From time to time, the Town of Dundee may issue addenda to this solicitation. Any such addenda will be posted on the Town’s website, www.townofdundee.com/purchasing-procurement/, from which you obtained this solicitation. Before submitting your qualifications, you should check the Town’s website in order to download any addenda that may have been issued.

Sincerely,

TOWN OF DUNDEE

Trevor Douthat
Town Clerk

Advertise: Wednesday, March 27, 2024

Town of Dundee
REQUEST FOR QUALIFICATIONS
 RFQ-24-01

Sealed responses marked **“Continuing Professional Planning and Visioning Services Contracts”**, with the attached label, will be received by the Town of Dundee until **4:00 P.M., Wednesday, May 1, 2024**, at the office of the Town Clerk, 202 East Main Street, Dundee, Florida 33838, for the following:

“Continuing Professional Planning and Visioning Services Contracts”

At 11:00 am on May 2, 2024, responses will be publicly opened and read aloud in the Town Hall, Town of Dundee.

A Pre-submittal Conference will be held at Town Hall, Town of Dundee, 202 East Main Street, Dundee, Florida 33838 at 11:00 A.M., Wednesday, April 13, 2024, for the purpose of answering questions in reference to this solicitation.

The Town of Dundee is requesting responses from those qualified firms with previous experience in this type of work. Firms submitting responses shall provide evidence of their experience and expertise in similar work performed. Please submit **one (1) unbound, single sided original, eight (8) complete paper copies and one electronic copy on flash drive.**

Public Records – It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency / Fla. Statute – 119.01(1). (Do not submit any documents that you do not want to be made public).

Questions may be submitted to the Town Clerk until 4:00 pm on Wednesday, April 10, 2024. For more information regarding this RFQ 24-01, please contact Trevor Douthat, Town Clerk, (863) 438-8330 or by e-mail at tdouthat@townofdunde.com.

The Town of Dundee welcomes your response to this RFQ 24-01. The Town of Dundee reserves the right to reject any responses found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this RFQ 24-01 at any time to protect its best interest. The desire of the Town of Dundee to pursue qualifications shall in no way obligate the Town of Dundee to compensate you for your efforts or to execute a contract. All responses are to be thorough yet concise in the response to this RFQ 24-01. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee reserves the right to reject any and all responses, waive informalities, re-advertise, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

The responses shall be furnished in accordance with the RFQ 24-01, requirements, and any other documents prepared for this RFQ 24-01. **W-9** should be attached to any response when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

Sincerely,

TOWN OF DUNDEE

Trevor Douthat
 Town Clerk

1.0 INTRODUCTION

- 1.1 **RFQ PROCESS:** The Town of Dundee's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, Consultants' Competitive Negotiations Act. The Selection Committee(s) will review the qualifications of all submitting firms. The Town of Dundee ("Town") reserves the right to determine, in its sole discretion, whether the statement of qualifications ("SOQs") satisfactorily meets the criteria established in this RFQ 24-01 ("RFQ"), and the right to seek clarification from any firm(s) submitting qualifications.
- 1.2 **INTERESTED PARTIES:** All interested parties must submit the requested information within the time provided herein.
- 1.3 **SELECTION:** It is the intent of the Town to select and negotiate Continuing Professional Consulting Agreements with one (1) or more firms. The Town may employ several different consultants to perform the work described. No consultant shall be employed as the exclusive consultant. Consultants will be chosen based on the expertise and experience listed as it pertains to the work described. Selection of a qualified firm under this RFQ is not a guarantee of work.
- 1.4 **RFQ SCHEDULE:** The following identifies the RFQ process schedule:

RFQ PROCESS	DATE
RFQ Solicitation Issued	March 27, 2024
Non-Mandatory Pre-submittal Conference	April 3, 2024 11:00A
Deadline to Submit - Request for Additional Information	April 10, 2024 4:30P
Proposals Due	May 1, 2024 11:00A
Proposal Opening and Review(<i>Incomplete Proposals Not Considered</i>)	May 1, 2024 1:00P
Evaluation Committee Meeting (<i>Noticed Meeting</i>)	May 2, 2024 11:00A
Town Commission Award – Tentative	May 14, 2024

1.5 TERM OF CONSULTANT CONTINUING AGREEMENT:

Performance period shall be for a period of five (5) years unless terminated sooner under the provisions of the Consultant Continuing Agreement (the "Agreement") with a renewal option of up to five (5) successive one-year terms, at the mutual agreement of both parties, for a maximum possible contract term of ten (10) years.

- 1.5.1 If an awarded firm has lost more than 50% of its key staff, (assigned to a particular Town contract), the contract may not be renewed, and the firm in question will be required to resubmit at the next RFQ advertisement, if consideration for that firm is so desired.
- 1.5.2 Consultant shall provide proposed Task Orders to be used for specific projects. Each Task Order will have time-specific limitations and monetary values negotiated at the time of issuance.
- 1.5.3 To the extent permitted by §287.055, Florida Statutes (2022), and based upon the continued satisfactory performance of the firm(s) selected, the Town of Dundee reserves the right to utilize additional consulting services for substantially similar services. When applicable, this/these resulting contract(s) shall be considered continuing contract(s).

- 1.5.4 Performance Period shall commence upon execution of the Agreement between the Town and the successful responder. **It is anticipated multiple firms will be awarded a basic Consultant Continuing Agreement to provide the services which are the subject of this RFQ.**
- 1.5.5 Authorization of performance of services by the selected firms(s) under the basic agreements shall be in the form of a specific written task order signed by the firm and executed and issued by the Town.
- 1.5.5.1 Each written Task Order for a specific project shall be negotiated and shall describe the required services, state the commencement and completion dates, and establish the amount and method of payment.
- 1.5.5.2 Each written Task Order shall be issued under and incorporate the terms of the Agreement. In the event of any conflict between a written Task Order and Agreement (as defined herein), the Agreement shall be the controlling document.
- 1.5.6 The Town makes no guarantee or promise as to the number of available projects or that the firm will perform any project for the Town during the life of the Agreement.
- 1.5.7 The Agreement does not authorize the performance of any work or require the Town to place orders of work. Expiration of the term of the Agreement will have no effect upon task assignments issued pursuant to the Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the task assignment.

2.0 SCOPE OF SERVICES

- 2.1 **OVERVIEW:** It is the intent of this Request for Qualifications 24-01 ("RFQ") to hire a consulting firm or consulting firms (hereinafter the "Consultants") to provide professional services for the Town of Dundee, Florida (hereinafter the "Town"), for ***municipal planning and visioning***. The Town reserves the rights to choose multiple firms based on the criteria set forth in this RFQ.
- 2.2 **SERVICES:** It is the Town's intent that Consultants provide a full complement of general services with in-house capabilities. The use of subcontractors is acceptable, but the use of subcontractors shall not be included in this RFQ. The Consultants are expected to perform complex tasks requiring specific expertise.
- 2.3 **MINIMUM REQUIRED SERVICES:** The general planning and visioning services listed below are the minimum requirements. The written task order(s) may include services that will assist in the completion of assigned Town projects in accordance with the Agreement.

2.3.1 General Scope of Services: *(services include obtaining necessary public participation)*

- Redevelopment Planning
- Regional Planning
- Neighborhood Planning
- Capital Facilities Planning
- Comprehensive Planning
- Concurrency Planning
- Downtown Revitalization

- Land Planning
- Mixed-Use Planning
- Transit Planning
- Transportation and Multi-Modal Planning
- Transportation Disadvantaged Planning
- Transportation Improvement Planning
- Historic Preservation Planning
- Municipal Planning and Planning Services
- Policy Planning
- ADA Compliance Planning
- Strategic Short and Long Range Planning
- Sub-Area/Special Project/Corridor Planning
- Systems Planning
- On-Call Planning Services

2.3.2 General Scope of Projects: (*projects include obtaining necessary public participation*)

- Project and Community Outreach and Communication
- Creation of Citizen Boards
- Create, Revise, and Update Land Development Regulation(s)
- Development of Capital Projects
- Development of Submittal and Review Processes for Development Permits
- Development of Submittal and Review Requirements for Development Orders
- Establishing Community Redevelopment Agency(ies)
- Establishing New Historic Districts
- Reclaimed Water Treatment and Distribution Systems
- Potable Water Treatment, Transmission, and Distribution Systems
- Sanitary Sewer Treatment, Transmission, and Collection Systems
- Community Parks, Community Playgrounds, and Community Recreation
- GeoDesign and Green Infrastructure Systems
- GIS/Mapping Services and Develop Town Database
- Streetscaping
- Pedestrian Enhancements on and/or for Existing Streets
- Urban and Multi-Modal Transportation
- Traffic Management
- Transportation Concurrency Monitoring System
- Economic Impact Analysis
- Economic Policy Analysis
- Financial Impact Studies
- Historic Venue Restoration
- FEMA Community Rating System
- Grant Funding
- Employment Analysis and Studies
- Employee Salary Analysis and Studies
- Employee Retention Analysis and Studies

3.0 REQUIREMENTS & CONTENTS FOR SUBMISSION:

Only those firms or individuals (the “Proposer”) submitting *letters of interest* (“LOIs”) and *statements of qualifications* (“SOQs”) that meet the requirements specified herein will be considered. The submittals should not contain information in excess of that requested, should be concise, and should specifically address the services which are the subject of this RFQ.

- 3.1 **PREPARATION:** Submit one (1) unbound, single-sided original, one electronic copy on disc or flash drive, and eight (8) copies, including a cover letter, requested documents, and

information. The submittal should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the RFQ, and shall not exceed forty (40) pages in length (excluding resumes and required forms). The page count criteria are listed in Section 3.2 of this RFQ.

Item B.

3.2 FORMAT OF RESPONSE: To provide a degree of consistency in the review of the written proposals, firms are requested to prepare their proposals in the standard format specified below (see Sections 3.2.1 – 3.3). The page count for the proposals shall not exceed 40 pages in length (two-sided pages shall count as two (2) pages). The page count shall not include required forms listed in Section 9 of this RFQ, section dividers, or Items 3.2.1 through 3.2.3 of this section, as follows:

3.2.1 TITLE PAGE: The Proposer should identify the RFQ subject, name and title of contact person, address, telephone number, fax number, email address, and date of submission.

3.2.2 COVER LETTER: The cover letter shall not be more than two (2) pages long and include, at a minimum, the following:

- A brief statement of the Proposer's understanding of the services.
- A positive commitment to perform the services on a consistent and timely basis.
- Contact information for the person(s) authorized to represent the Proposer.

3.2.3 TABLE OF CONTENTS: The table of contents shall include a complete identification by section and page number (#) of the materials submitted.

3.2.4 EXECUTIVE SUMMARY: The purpose of the Executive Summary is to provide an overview of the Proposer's qualifications to perform the services which are the subject of this RFQ. At a minimum, the Executive Summary shall include, but not be limited to, the following:

- Description of the Proposer's legal structure (e.g., corporation, subcontractors); and
- The general and specific capabilities and experience of the Proposer's team that the Proposer believes will benefit the Town.

3.2.5 STATEMENT OF UNDERSTANDING: The Proposer shall submit a brief narrative outlining the firm's understanding of the Town's goals and types of projects that may be encountered within the context of the proposed planning services which are the subject of this RFQ.

3.2.6 SIMILAR PROJECT EXPERIENCE: Provide examples demonstrating experience for the type of work listed within the last five (5) years. Each Proposer shall provide proof of experience in providing general consulting services for Town and County governments within the State of Florida under the Consultants' Competitive Negotiations Act.

3.2.7 WORK PLAN & AVAILABILITY OF RESOURCES: The Proposer shall submit an outline of the firm's approach in the planning, design, permitting, visioning, and other key elements of the services and projects which are the subject of this RFQ.

3.2.7.1 This item shall also include information concerning the Proposer's current and future workloads, resource allocations, and the effect of said workloads and resource allocations on the ability to meet the requirements of this RFQ and any Agreement entered into as a result of this RFQ.

3.2.8 **TEAM MEMBERS:** Identify the team members which may include, but shall not be limited to, any applicable subcontractor(s). All discipline leads shall be licensed in the State of Florida. If the team member(s) include subcontractor(s), the Proposer shall provide the resume(s) and include the professional credentials and experience of the key members.

Item B.

3.2.8.1 For each team member, the Proposer shall provide:

- Title/Name of member
- Area of Specialty
- Office Location(s) for previous two (2) years.
- Total years of experience
- Specific involvement/role in the services and projects.
- Summary of experience (shall not exceed one (1) page)

3.2.8.2 The Proposer's proposed organizational chart.

3.2.8.3 This item shall also include a short descriptive summary of the firm's key member's experience in each of the areas outlined in **Section(s) 2.2 and 2.3** of this RFQ.

3.2.9 **LICENSURE:** Firms shall be certified to practice in the State of Florida pursuant to the applicable provisions of the Florida Statutes.

3.2.10 **REFERENCES:** Please list business reference and provide the following information:

- Company Name
- Contact Individual
- Contact's Title
- Phone Number
- Email address
- Brief Description of the Project(s) Completed

The Town reserves the right to conduct reference checks for firms submitting qualifications. In the event that information obtained from the reference checks reveal concerns about the firm's past performance or their ability to successfully perform the Agreement to be executed based on this RFQ and subsequent work, **the Town may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work.**

The Town also reserves the right to check references from others not identified by the Proposer.

3.2.11 **MINORITY BUSINESS / WOMAN-OWNED / DISABLED VETERAN / VETERANOWNED ENTERPRISES:** Identify whether any of the Proposer's team qualifies pursuant to §288.703, Florida Statutes (2023). Eligible firms must currently be certified as such through the State of Florida Office of Supplier Diversity to qualify for this criterion.

3.2.12 **PRIMARY OFFICE LOCATION:** Identify the location of the primary office that will perform the majority of the work on this contract.

3.3 **ADDITIONAL INFORMATION:** Please provide any other information that you feel would help the Evaluation Committee evaluate your SOQs in response to this RFQ.

3.4 COMMUNICATIONS AND INQUIRIES:

Item B.

3.4.1 **Sole Point of Contact:** Respondents are advised that from the date of release of this solicitation until the award of an agreement, **no contact with Town personnel related to this solicitation is permitted. All communications are to be directed to the Town Clerk and sole contact listed below.**

Trevor Douthat, Town Clerk
Email: TDouthat@TownofDundee.com

3.4.2 The Town Clerk, or designee, may discuss a submission directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

3.4.3 **Prohibition of Communication:** To ensure fair consideration for all prospective firms, the Town prohibits communication associated with this RFQ to or with any department, bureau, or employee during the submission process. Additionally, the Town prohibits communications initiated by a prospective firm to any Town official or employee evaluating or considering the submission prior to the time a decision has been made. If a firm initiates communications of any form regarding this solicitation (with the exception of contacting the Town Clerk) that act may be grounds for disqualifying the proposer from the consideration for the RFQ.

3.4.4 **Request for additional information:** Any questions related to the interpretation of the scope of services or submission process shall be addressed to the Town Clerk, ***in writing***, in ample time before the period set for the receipt and opening of bids.

3.4.4.1 Inquiries, if received prior to seven (7) days of the date set for the receipt of the SOQ, will be answered.

3.4.4.2 Any inquiries received after that time, will not be answered, or given any consideration.

3.4.4.3 Oral answers shall not be binding and/or authoritative.

3.4.5 **Addenda:** The Town Clerk shall issue any Town responses for proposers' inquiries in the form of an addendum to this RFQ, posted on the Town website as timely as possible. **If an addendum is issued, the Town Clerk will post the final addendum no later than five (5) calendar days prior to the date set for receipt of SOQs.**

The Agreement will be posted by the Town as an Addendum to this RFQ.

4.0 SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ):

- 4.1 **SEALED PROPOSALS:** All SOQs proposals in response to this RFQ must be submitted in a sealed envelope, packet, or box. The face of the envelope shall contain the date and time of the RFQ opening and the RFQ number. Information not submitted on the Town's bid forms may be rejected. All SOQ proposals are subject to the conditions specified and on any attached sheets, specifications, special conditions, or vendor notes.

Submittal of the SOQs via e-mail is NOT acceptable.

4.2 SUBMITTAL COPIES:

Sealed SOQs shall include the following:

- One (1) unbound original, and eight (8) paper copies of the SOQs; and
- One (1) electronic copy of the SOQ on a compact disk or USB drive containing the above-listed information. Electronic copies must be identical in all aspects to the paper copy submitted.

4.3 RESPONSE SUBMITTAL DEADLINE AND DELIVERY ADDRESS:

Sealed SOQs and/or proposal(s) **shall not** be accepted after May 1, 2024, at 4:00 PM. Each sealed SOQ and/or proposal(s) shall be submitted in a sealed envelope, packet, or box marked with the RFQ number, the title of the RFQ, and RFQ opening date.

4.3.1 FOR HAND DELIVERY / MAIL / EXPRESS MAIL/ UPS DELIVERY:

SOQ's shall be addressed as follows:

**Trevor Douthat, Town Clerk
Town of Dundee
Attn: RFQ 24-01
202 East Main Street
Post Office Box 1000
Dundee, FL 33838**

4.3.2 Submitted envelopes should be marked:

"RFQ 24-01 Continuing Professional Planning and Visioning Services Contracts"

4.3.3 For your convenience – you may use the label printed on the next page, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid” .



SEALED RFQ#: 24-01
RFQ TITLE: Professional Planning and Visioning Services
DUE DATE/TIME: 05/01/2024 :00 PM – Eastern Time

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Item B.

- 4.4 **INCURRED EXPENSES:** The Town is not responsible for any expenses that proposers may incur in preparing and submitting SOQs and/or proposals called for in this RFQ.
- 4.5 **INTERVIEWS:** The Town reserves the right to conduct personal interviews and/or require presentations of any or all proposers prior to selection. The Town will not be liable for any costs incurred by the proposer(s) in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

5.0 EVALUATION PROCESS

- 5.1 **EVALUATION COMMITTEE:** An Evaluation Committee consisting of at least three (3) members assembled by the Town will review and evaluate each proposal. Proposals will be evaluated to determine those that best meet the needs of the Town. The proposals will be evaluated on both qualifications and the technical merits of the firm. Proposals will be evaluated in accordance with the rating system listed in **Section 6** (see below).
- 5.2 **RATING SYSTEM:** The Evaluation Committee will rate all proposals utilizing the Weighted Rating System is shown in **Section 6.2** (see below). The average of the Total Weighted Ratings assigned by the Evaluation Committee members will be used to rank the proposals.
- 5.3 **EVALUATION COMMITTEE MEETING(S):** The Evaluation Committee will hold duly noticed public meetings to discuss and evaluate the SOQs and/or proposal(s). The first meeting shall be held at 11:00am on Wednesday, May 2, 2024 at **202 East Main Street, Dundee, Florida 33838**.
- 5.4 **SUBMITTAL RANKING:** The Evaluation Committee will select those submissions, in their sole determination, that best meets the Town's need based upon its evaluation(s).
- 5.5 **PRESENTATIONS:**
- 5.5.1 At the sole determination of the Town, firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.
- 5.5.2 If presentations are determined to be necessary, the Town Clerk shall coordinate presentations and notify the selected firms.
- 5.5.3 Each proposer will be notified in writing at least ten (10) days in advance of presentation date if a presentation is necessary.
- 5.6 **REJECTION OF PROPOSALS:** The Town reserves the right to reject all proposals. In the event the Town does reject all proposals, the Town shall provide, in writing, to all proposers the reason(s) for its rejection.
- 5.7 **MODIFICATIONS TO PROPOSALS:** The Town reserves the right to request at any time that the proposer modify their proposal to more fully meet the needs of the Town. The Town also reserves the right to negotiate with the proposer, any changes it deems necessary, and to waive minor irregularities in the bid process.
- 5.8 **REQUESTS FOR ADDITIONAL INFORMATION:** The proposer shall furnish such additional information as the Town of Dundee may reasonably require. The Town

reserves the right to make investigations related to and/or arising out of the SOQs and/or qualifications of proposers as it deems necessary and appropriate.

Item B.

6.0 EVALUATION CRITERIA

6.1 **RFQ EVALUATION CRITERIA:** The SOQs submitted by the proposing firm must include information documenting how the firm meets the evaluation criteria described below and will be evaluated based on the criteria and weighting identified below. Submittals will not be returned to the firms submitting their SOQ. The Town reserves the right to request additional information from Proposers subsequent to the receipt of proposals.

6.2 QUALIFICATION STATEMENT EVALUATION FORMS:

SUBMITTAL EVALUATION & SCORING

Each section to be evaluated is identified and weighted independently. The score for each section should be marked clearly in the subtotal box. The final score will be the sum of each of the subtotal scores.

Firm Name: _____

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	
Adequacy of Personnel & Organizational Resources	10 points 0-10	
Work Experience & Past Public-Sector Performance	25 points 0-25	
Work Approach	25 points 0-25	
Team Member Qualifications	20 points 0-20	
Adherence to Time Budget Requirements	10 points 0-10	
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	
TOTAL WEIGHTED RATING:	100	

Evaluator: _____

The Town Clerk, or designee, will initiate any necessary communication with a proposer in order to obtain information or clarification to allow the Evaluation Committee to rate the submissions properly and accurately.

7.0 CONDITIONS OF PROPOSALS

Item B.

- 7.1 **LATE PROPOSALS:** Proposals received by the Town after the time specified for receipt shall not be considered. The proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.
- 7.2 **COMPLETENESS:** All information required by this RFQ shall be supplied by the Proposer in order to constitute a complete and responsive proposal.
- 7.3 **PROPOSER'S CERTIFICATION(S)/STANDARD FORM(S):**
- 7.3.1 Each proposer shall complete the **Proposer's Standard Form(s)** included with this RFQ (see **Attachments A – J**) and submit the form(s) with the proposal. The form(s) shall be acknowledged before a notary public and have the notary seal affixed. Proposals shall be rejected if the Proposer's Certification(s)/Standard Form(s) is not submitted with the proposal.
- 7.3.2 By submitting a proposal, the Proposer certifies they have fully read and understand the proposal method and have full knowledge of the scope, nature, and quality of work to be performed.
- 7.4 **DRUG-FREE WORKPLACE CERTIFICATION FORM:** By submitting the **Drug-Free Workplace Form** as part of this RFQ, the Proposer certifies that the company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.
- 7.5 **PROPOSER'S WARRANTY:** The Proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified in this RFQ.
- 7.6 **PUBLIC OPENING:** All proposals shall be publicly opened and the list of proposers read aloud at the Dundee Town Hall, Town of Dundee, 202 E Main St, Dundee, Florida 33838, at the time specified and will be made available for public inspection within thirty (30) days after the proposal opening or when an award decision is made, whichever is earlier.
- 7.7 **PROPERTY OF THE TOWN:** All proposals received from proposers in response to this RFQ shall become the property of the Town of Dundee and will not be returned to the proposers. In the event of a contract award, all documentation produced as part of the Agreement shall become the exclusive property of the Town.
- 7.8 **AWARD PRESENTATION:** The Town may provide the staff recommendation to the Town Commission, at a duly noticed public meeting, on Tuesday, May 14, 2024, to enter into the Agreement with the top-ranked firm(s) or to reject all proposals.

8.0 GENERAL TERMS AND CONDITIONS

8.1 GENERAL CONDITIONS:

Proposers are required to submit their proposal(s) subject to and upon the following express conditions:

- a) The proposers shall thoroughly examine the specifications, instructions, and all other Contract Documents (as defined by **Section 8.2**), visit the site of this project (if applicable), and fully acquaint themselves, at their own risk, with all conditions which may affect the completion of the services and/or projects which are the subject of this RFQ. The proposers and subcontractors,

if any, are encouraged to attend a pre-bid conference – if announced in the advertisement for this RFQ. Attendees further agree to indemnify and hold the Town of Dundee harmless from a and all claims of personal injury arising from their participation in any site visit arising out of the services and/or projects which are the subject of this RFQ.

Item B.

- b) These Terms and Conditions and any Contract Documents (as defined by **Section 8.2**) related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto.
- c) Notwithstanding anything in this RFQ to the contrary, the obligation of the Town to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations of any kind or type, the Town and/or successful proposer may immediately terminate the Agreement entered into pursuant to this RFQ and be released from any future responsibility or liability thereunder.

d) **PUBLIC RECORDS:**

Town and Consultant (as defined by **Section 8.2**) agree that Consultant shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Proposer agrees to:

- i) Keep and maintain public records required by the Town to perform in accordance with the terms of this RFQ and Contract Documents (as defined by **Section 8.2**).
- ii) 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.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration/term of the Contract (as defined by **Section 8.2**) and following completion of the Contract and/or any amendment(s) issued hereunder if the Consultant does not transfer the records to the Town.
- iv) Upon completion of the Contract and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the public agency upon completion of the Contract and/or any amendment(s) issued hereunder, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract and/or any amendment(s) issued hereunder, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TREVOR DOUTHAT, AT 863-438-8330, EXT. 258, TDouthat@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

- e) If the Consultant does not comply with a public records request, the Town shall enforce the

Contract and/or any amendment(s) issued hereunder which may include immediate termination of Contract and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

Item B.

- f) It shall be understood and agreed that by the submission of a proposal, to the fullest extent permitted by laws and regulations and inconsideration of the amount(s) stated in any written task order(s), the Consultant, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Consultant is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- g) It is the intent of the Town that this RFQ promotes competitive bidding. It shall be the proposers' responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFQ to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.
- h) The proposers must possess any applicable business and/or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. The proposers shall also obtain all permits required for the services and/or projects which are the subject of this RFQ.
- i) The Town shall be entitled to rely on the written representations of the proposers. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- j) Unless detailed elsewhere in the Contract Documents (as defined in **Section 8.2**), proof of insurance naming the Town as an **additional insured** shall be required of the successful proposer (on and/or for any service(s) and project(s)) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one million dollars and zero cents (\$1,000,000.00).

8.2 DEFINITIONS:

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

- a) **ACCEPTANCE:** The Seller shall be bound by the purchase order and its terms and conditions when it delivers the goods ordered or renders the services ordered by the Town.
- b) **APPLICABLE LAW:** Any contract entered into pursuant to this Request For Qualifications 24-01 shall be construed in accordance with the laws of the State of Florida. The venue for any action or proceeding concerning this RFQ and/or any contract entered into pursuant to this RFQ shall be in the State Courts of Polk County, Florida.
- c) **CHANGES:** The Town, without invalidating the Contract (as defined in **Section 8.2**), may order changes, including additions, deletions, or modifications. The parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work, services, and/or projects shall be authorized in writing, signed by the Town Manager or her/his designee, or the Town Clerk in a manner consistent with Contract Documents. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Consultant, the Town may make minor changes in the work, services, and/or projects which are consistent with the purpose

of same and which do not change the contract price or time for completion. However, changes shall not be binding upon the Town unless and until evidenced by a Change Order Request issued and signed by the Town Manager.

Item B.

- d) **TOWN:** The Town of Dundee, Florida, or its authorized representative.
- e) **CONTRACT/AGREEMENT:** The Master Continuing Professional Consulting Agreement which is approved by the Town Commission of the Town of Dundee, Florida, and executed by the Town and the Consultant, and shall include all Contract Documents.
- f) **CONSULTANT:** The successful proposer(s) which enter into the Agreement with the Town to provide the services and/or projects which are the subject of this RFQ.
- g) **DEFAULT:** Default in promised delivery of services, completion of project, or failure to meet specifications authorizes the Town to terminate the Consultant's right to proceed with the work, services, and/or projects by giving the Consultant written notice. The defaulting Consultant may, at the discretion of the Town, be charged the increase in costs of obtaining the services elsewhere.
- h) **CONTRACT DOCUMENTS:** This RFQ 24-01; Terms and Conditions; Contract/Agreement; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFQ; Task Order(s); Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed to documents identified herein.
- i) **INDEMNIFICATION:** To the fullest extent permitted by law, and in consideration of the amount stated on any Task Order issued pursuant to this RFQ, Consultant shall indemnify and hold harmless the Town and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract and in each Task Order issued hereunder.

Without limiting the generality of the foregoing, the City and the Consultant agree that, as used in this indemnification:

- (1) The phrase "*liabilities, damages, losses, and costs*" shall include by way of explanation and not of limitation: (1) any and all charges or expenses for professional services inclusive of the professional services of others; (2) any and all charges or expenses incurred in court and dispute resolution proceedings including the charges and expenses of mediators; (3) any and all monetary, tangible and real liabilities, judgments, required payments and voluntary settlement payments for bodily injuries, sickness, disease, death, and injury to or destruction of tangible property including the loss of use resulting therefrom; and (4) any and all monetary, tangible and real liabilities, damages, losses and costs incurred, received, or sustained by any person or persons during or on account of any operations or matters connected with the Contract, any Task Order issued hereunder, and any service, project, task or work performed hereunder;
- (2) The phrase "*reasonable attorneys' fees*" shall include by way of explanation and not of limitation any and all fees, charges, and expenses for the professional services of attorneys and their offices in any and all pre-suit, trial, appellate and bankruptcy proceedings or otherwise; and
- (3) The phrase "*negligence, recklessness, or intentionally wrongful conduct*" shall include by way of explanation and not of limitation the negligent, reckless, or intentional violation of any applicable federal, state, county, or local law, by-law, statute, ordinance or regulation and the

negligent, reckless, or intentional acts or omissions of the Consultant, any person or organization directly or indirectly employed by the Consultant, and anyone for whose acts or omissions of them may be liable, arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract, any Task Order issued hereunder, or in any service, project, task or work performed hereunder.

Item B.

In any and all claims against the Town, or any of its officers and employees, by any person employed or utilized by the Consultant in the performance of the Contract or in the performance of any Task Order issued hereunder, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Town, the Consultant or any other person or organization.

The Town and the Consultant agree that to the extent the written terms of this indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes, to contain any limited conditions or limitations of liability, and to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

- j) **INSPECTION:** The services purchased are subject to the inspection and approval of the initiating department. The Town reserves the right to reject services that do not conform to provisions of the Contract and/or any Task Order issued hereunder.
- k) **INSURANCE:** As specified in the Contract Documents.
- l) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein:
 - i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract or Agreement." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.
 - ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the Contract.
- m) **STATEMENT OF ASSURANCE:** No proposals submitted shall be considered unless the Proposer warrants that upon execution of a Contract with the Town, it will:
 - i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, disability, marital status, or any other protected class; and
 - ii) will submit such reports as the Town may thereafter require to assure compliance.
- n) **SUB-CONTRACTOR:** An individual, firm, company, corporation, association, society, or group that enters into a contract with the Consultant to do a portion of the work, services, and/or projects which are the subject of this RFQ.

- o) **TITLE:** To the extent applicable, the risk of loss of goods covered by any Purchase Order shall remain with the Seller until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller. Item B.
- p) **WARRANTY:** The Consultant shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a Vendor to retain an interest. The Consultant shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the Consultant shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with Vendors and Subcontractors. Vendors who furnish materials without a formal contract shall be given notice by the Consultant that this provision exists.

8.3 INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation shall be made to any Proposer as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town Clerk. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Proposer will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Town Clerk. In addition, all Addenda will be posted for review by the General Public on the Town's website.
- b) Notification will be emailed to all proposers who are registered for this RFQ.
- c) The Town shall not be responsible for the safe delivery of the Addenda/email notification. It shall be the Proposer's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Proposers shall be bound by such Addenda, whether received or not.

8.4 PROTEST PROCEDURES:

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

- a) All formal responses to this RFQ shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**
- b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFQ may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.
- c) **NOTIFICATION:** The Town shall provide all recommendations for awards and make them available for review by the General Public.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

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

Item B.

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

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

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

The formal written protest shall contain the following:

- i) Town RFQ number and/or title (if applicable);
 - ii) Name and/or address of the Town department, division, or agency affected;
 - iii) The name and address of the affected party;
 - iv) The title and position of the person submitting the protest;
 - v) A statement of disputed issues of material fact;
 - vi) If there are no disputed material facts, the written letter must so indicate;
 - vii) Concise statement of the facts alleged;
 - viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
 - ix) Statement identifying with specificity the relief which an entitlement is alleged; and
 - x) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.
- g) The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date, and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

- h) The Town Manager shall present the background for the protest to the RFQ Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) to gather information in order to make a decision.
- i) The agenda for the bid protest meeting will be:
- i) The background as to why the recommendation for the award was made or why the vendor was not selected.
 - ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
 - iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem relevant to the protest.
 - iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.
- j) The RFQ Protest Committee will render their decision in writing within five (5) business days of the RFQ protest meeting.
- k) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the RFQ Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**
- l) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

8.5 RESPONSES:

- a) Submittals must be received no later than the time and date, and at the location specified for submission in the Contract Documents. No proposal will be accepted after the specified deadline or at any location other than that specified in the Contract Documents. Any proposal received late or because of submittal to another location will be maintained unopened in the bid file. Proposals properly received will be opened at the time and place stated in the Contract Documents.
- b) The Town Clerk or designee may elect to cancel or postpone a bid at any time prior to the time and date set to open proposals.
- c) Sealed bids, proposals, or replies received by the Town pursuant to a Request for Qualifications/Request for Proposals are exempt from disclosure under s.119.07(1) and s.24(a), Art. I of the State Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- d) If the Town rejects all bids, proposals, or replies submitted in response to a Request for Qualifications/Request for Proposals and the Town concurrently provides notice of its intent to reissue the Request for Qualifications/Request for Proposals, the rejected bids, proposals, or replies remain exempt from disclosure under s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the Town provides notice of an intended decision concerning the reissued Request for Qualifications/Request for Proposals or until the Town withdraws the reissued Request for Qualifications/Request for Proposals. A bid, proposal, or reply is not exempt for longer than 12 months after the initial Town notice rejecting all bids, proposals, or replies.

e) A proposal and a non-collusion affidavit shall be submitted on forms furnished by the Town and completed by the Proposer without additions, modifications, deletions, and erasures. Item B. Proposals not submitted on the attached bid form shall be rejected. Proposals must be typed or printed in ink. All corrections made by the Proposer to their proposal must be initialed. Each Proposer shall deliver its sealed proposal to the location specified on the Request for Qualifications, in an envelope bearing the name of the Proposer, the name of the RFQ, and the time and date of the initial opening. It is the Proposer's responsibility to ensure that its proposal is delivered at the proper time and place of the proposal opening. Proposals that are not received, as set forth herein, shall not be considered. **The official time shall be the time that is displayed on the telephone of the Town of Dundee Town Clerk.**

f) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids will not be considered. Proposals may be modified, in writing, provided such modification is received at the location specified for submission in the Contract Documents prior to the time and date set for the proposal opening. Each Proposer shall be solely responsible for the costs associated with the preparation and submittal of its proposal.

g) **RESPONSES RECEIVED AFTER THE TIME AND DATE SET FOR THE PROPOSAL OPENING WILL NOT BE CONSIDERED.**

8.6 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:

The Town of Dundee encourages and agrees to the successful proposer extending the pricing, terms, and conditions of this solicitation and any resulting contract (if there is any such resulting contract) to other governmental entities at the discretion/option of the successful proposer.

8.7 MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) The proposers are expected to examine the specifications, requirements, schedule(s), bid prices (if applicable), and all instructions pertaining to the services which are the subject of this RFQ. Failure to do so will be at the Proposer's risk.
- b) **In the purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.
- c) The Town reserves the right to contact proposers, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. Also, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal are non-responsive and shall not be considered for clarification or correction.

8.8 STATEMENT OF QUALIFICATIONS:

- a) Each proposer shall, upon request of the Town, submit a statement of the proposer's qualifications, its experience record in furnishing a particular service embraced in the Agreement, its organization, and resources available for the work, services, and/or projects contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the proposer's ability and solvency to perform work, services, and/or projects contemplated by the Agreement. The Proposer may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the Proposer to perform its obligations under the Contract, and the Proposer shall furnish the Town all such

information and data for this purpose as it may request. The right is reserved to reject any proposal where an investigation of the available evidence or information does not satisfy Town that the Proposer is qualified to carry out properly the terms of the Contract.

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8.9 STATE LAW COMPLIANCE:

The Contract shall 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 this Contract, Consultant certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. The Consultant understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the Town may terminate this Contract at the Town's option if the Consultant is found to have submitted a false certification.

b. Public Entity Crimes; Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Contract, the Consultant certifies that it is not on the convicted vendor list.

c. Drug-Free Workplace. By executing the Contract, the Consultant certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

d. E-Verify. By entering into the Contract, the Consultant 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 Consultant and any subcontractor hired by the Consultant. If the Consultant enters into a contract with a subcontractor, the subcontractor must provide the Consultant with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Consultant, the Consultant 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. The Consultant acknowledges receipt of notice from the Town of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political, or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when

determining if the prospective contractor is a responsible vendor. Contractor affirms and agrees that the Town did not request any documentation about, or give any consideration to, the Contractor's social, political, or ideological interests in the award of the Contract.

Item B.

f. Contracting with Foreign Entities. By executing the Contract, the Contractor certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, the Contractor certifies that no government of a Foreign Country of Concern has a "controlling interest" in the Contractor as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Contractor organized under the laws of a Foreign Country of Concern, nor does the Contractor have its principal place of business located in a Foreign Country of Concern. If this Contract permits the Contractor to access the personal identifying information of any individual, the Contractor agrees to notify the Town in advance of any contemplated transaction that would cause the Contractor to be disqualified from such access under Section 287.138 of the Florida Statutes. The Contractor agrees to furnish the Town with an affidavit signed by an officer or representative of the Contractor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

8.10 EQUAL EMPLOYMENT OPPORTUNITY:

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

8.11 *NOTICE*

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

8.12 UNAUTHORIZED ALIEN(S):

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the**

performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Town. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS".

Item B.

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

8.13 ACCIDENT PREVENTION:

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

8.14 ASSIGNMENT OR NOVATION:

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

8.15 PATENT INFRINGEMENT:

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

8.16 PROGRESS OF WORK:

Item B.

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

8.17 CONSULTANT/CONTRACTOR PROVIDED INSURANCE:

- i) The Consultant/Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (Owner), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Consultant/Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, Consultant/Contractor shall furnish the Owner with:
 - (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
 - (b) the original of the policy(ies); or
 - (c) other evidence satisfactory to the Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form (ACORD Form 28 or equivalent), or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Consultant/Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Workers' Compensation Insurance:

- (a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal

or State law. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Item B.

- | | | |
|----------------|-------------|-----------------------|
| (i) Part One: | "Statutory" | |
| (ii) Part Two: | \$1,000,000 | Each Accident |
| | \$1,000,000 | Disease-Policy Limit |
| | \$1,000,000 | Disease-Each Employee |

(2) General Liability Insurance:

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

- (i) Mold, fungus, or bacteria
- (ii) Terrorism
- (iii) Sexual molestation

- (b) The Owner and the Owner's officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees, or Contractors. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

(3) Automobile Liability Insurance:

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

- (i) \$1,000,000 Each Occurrence-Bodily Injury and Property Damage Combined

(4) Professional Liability Insurance:

- (a) Such insurance shall be on a form acceptable to the Owner and shall cover the Consultant/Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claim-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The

policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum limits (inclusive of any amount provided by umbrella or excess policy) shall be:

Item B.

- (i) \$1,000,000 Each Claim/Occurrence
- (ii) \$1,000,000 Annual Aggregate

The Professional Liability Insurance may be subject to a deductible not to exceed \$5,000 per claim.

- ii) All insurance policies provided by the Consultant/Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and the Owner's officials, officers, and employees.
- iii) Compliance with these insurance requirements shall not limit the liability of the Consultant/Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Consultant/Contractor and its Subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Consultant/Contractor) available to the Owner under this Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the Consultant/Contractor shall relieve the Consultant/Contractor from responsibility to provide insurance as required by this Contract.
- v) The insurance provided by the Consultant/Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Town of Dundee shall be in excess of, and shall not contribute with, the insurance provided by the Consultant/Contractor.
- vi) Except where prior written approval has been obtained hereunder, the insurance maintained by Consultant/Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Consultant/Contractor shall pay on behalf of the Owner and Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner and Owner's officials, officers, and employees.

vii) Certificates of Insurance must be completed as follows:

1. Certificate Holder

Town of Dundee
202 East Main Street
Dundee, FL 33838

2. Additional Insured for General Liability

The Town of Dundee and its officials, officers, and employees

8.18 INDEMNIFICATION BY CONSULTANT/CONTRACTOR:

- a) The Consultant/Contractor shall indemnify and hold harmless the Town (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant/Contractor and persons employed or utilized by the Consultant/Contractor in the performance of this Contract.
- b) The remedy provided to an indemnitee by Paragraph a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- c) The remedy provided to an indemnitee by this Contract shall survive this Contract and shall

not be limited in any manner by acceptance, final completion or final payment.

Item B.

- d) A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.
- e) The provisions of this Article are severable and if, for any reason, any one or more of the provisions contained in the Article shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision of this Article which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained in the Article.

8.19 LIENS:

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

8.20 CONSTRUCTION AND CONSULTING EVALUATION:

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

9.0 STANDARD FORMS

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

- 9.1 RFQ 24-01 SUBMITTAL COVER PAGE, **Attachment A**
- 9.2 ADDENDUM PAGE, **Attachment B**
- 9.3 LOBBYING CERTIFICATION FORM, **Attachment C**
- 9.4 NON-COLLUSION AFFIDAVIT OF PRIME BIDDER, **Attachment D**
- 9.5 AFFIDAVIT CERTIFICATION-IMMIGRATION LAWS, **Attachment E**
- 9.6 CERTIFICATION OF DRUG-FREE WORKPLACE, **Attachment F**
- 9.7 CONFLICT OF INTEREST STATEMENT, **Attachment G**
- 9.8 ACCEPTANCE OF PROPOSAL TERMS AND CONDITIONS, **Attachment H**

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

RFQ-24-01 Submittal Cover Page (this does not count as part of the maximum page limit)

Date

Name of Company

Authorized Signature

Printed Name

Title/Position

Physical Address

Town

State

Zip

Email address

Telephone Number / Fax Number

List all "Professional Association/Sub-Consultants" (companies that you will be in association with for this project):

Key Team members and addresses of the principal office:

9.2 ATTACHMENT B

Item B.

ADDENDUM PAGE (RFQ 24-01)

The undersigned acknowledges receipt of the following addenda to the Request for Qualifications 24-01 (Give the number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SUBMITTAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Proposer] certifies, to the best of his or her knowledge and belief, that:

- 9.3.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 9.3.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- 9.3.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Item B.

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned authority personally appeared _____, who was duly sworn, deposited, and stated:

(1) He/She is _____ of _____, the _____
(Title) Company Proposer/Bidder that has submitted the attached proposal/bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal/Bid and of all pertinent circumstances respecting such Bid;

(3) Such Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid;

(4) Neither the said Proposer/Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal/Bid in connection with the Contract for which the attached Proposal/Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder; nor has fixed any overhead, profit or cost element of the Proposal/Bid price, or the Proposer/Bid price of any other Proposer/Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Proposal/Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer/Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Affiant Signature

Typed or Printed Name of Affiant

Title

OATH OR AFFIRMATION

Sworn to (or affirmed), and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____ (name of person making statement).

Signature of Notary Public – State of Florida

Print, Type, or Stamp the Name of the Notary

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned authority personally appeared _____, who was duly sworn, deposed, and stated:

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

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

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

Affiant Signature

Typed or Printed Name of Affiant

Title

OATH OR AFFIRMATION

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____ (name of person making statement).

Signature of Notary Public – State of Florida

Print, Type, or Stamp the Name of the Notary

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

9.6 ATTACHMENT F

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), 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 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 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 the implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATE

NAME OF FIRM

TELEPHONE NUMBER

STREET ADDRESS

VENDOR'S SIGNATURE

TOWN STATE ZIP

CONFLICT OF INTEREST STATEMENT

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned authority personally appeared _____, who was duly sworn, deposed, and stated:

- A. I am the _____ of _____ with a local office in _____ and principal office in _____.
- B. Said entity is submitting this proposal/offer to RFQ #24-01.
- C. The AFFIANT has made a 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 restricts 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 Town 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 Town of Dundee government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the Town in writing.

Affiant Signature

Typed or Printed Name of Affiant

Title

OATH OR AFFIRMATION

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____ (name of person making statement).

Signature of Notary Public – State of Florida

Print, Type, or Stamp the Name of the Notary

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

9.8 ATTACHMENT H**ACCEPTANCE OF PROPOSAL TERMS AND CONDITIONS**

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned authority personally appeared _____, who was duly sworn, deposed, and stated:

I/we, the undersigned, do hereby accept in total all the terms and conditions stipulated and referenced in this RFQ document, and Master Continuing Professional Consultant Agreement, and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFQ document and the Master Continuing Professional Consultant Agreement 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 RFQ document or as otherwise agreed to between the parties in writing.

Affiant Signature_____
Title_____
Typed or Printed Name of Affiant_____
Date**OATH OR AFFIRMATION**

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____ (name of person making statement).

Signature of Notary Public – State of Florida_____
Print, Type, or Stamp the Name of the Notary

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all bidders/proposers and submitted with their bid/proposal submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current **W9** shall be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The selected Consultant(s) must complete and submit this form prior to award. The selected Consultant(s) shall invoice using the company name listed above.

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

>>>>Failure to submit all forms with your PROPOSAL may disqualify your response. <<<<



TOWN COMMISSION MEETING

July 9, 2024 at 6:30 PM

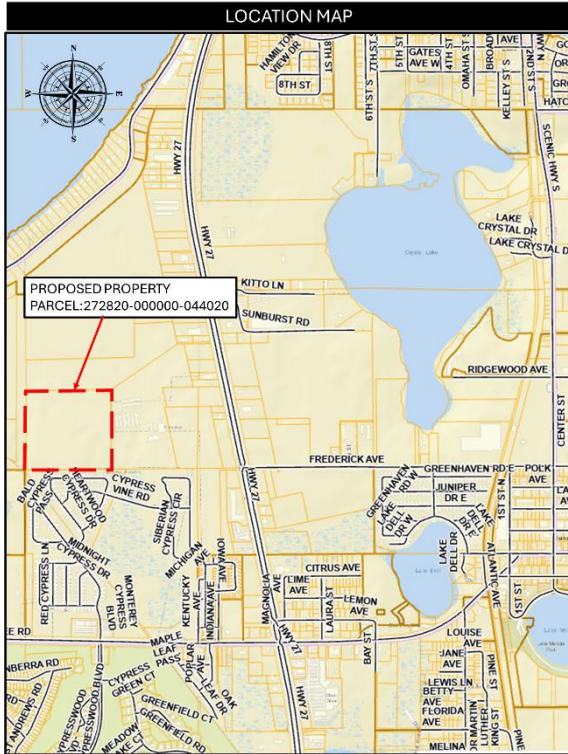
AGENDA ITEM TITLE:	DISCUSSION & ACTION, ORDINANCE 24-03 CYPRESS CREEK VILLAGE MHP FUTURE LAND USE AMENDMENT
SUBJECT:	Town Commission will hear the second reading of Ordinance 24-03, a request for Future Land Use Map amendment for Cypress Creek Village MHP Phase V.
STAFF ANALYSIS:	A request by Bryan Huner of Hunter Engineering Inc. to amend the Future Land Use Map for property located in the Town of Dundee from Low Density Residential (LDR) and Conservation to Medium Density Residential (MDR) on approximately 35.09 +/- acres. The subject property is located north of Cypress Creek Village MHP, further described as parcel 272820-000000-044020.
FISCAL IMPACT:	No Fiscal Impact
STAFF RECOMMENDATION:	Staff recommends approval.
ATTACHMENTS:	Staff Report and Maps Ordinance 24-03

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment



To: Town Commission

Agenda Date: July 9, 2024

Department: Planning and Zoning

Discussion Topic: Zoning Map Amendment change from Low Density Residential & Conservation to Medium Density Residential.

Applicant: Bryan Hunter of Hunter Engineering, LLC

Property Owner: Baxter Groves, a Florida General Partnership

Planning & Zoning Board Recommendation: Approval 4-0

Town Commission Transmittal Hearing: 4-0 Approval

Town Commission Adoption Hearing: Pending Hearing

DEO Comments: Pending

Prepared By: Lorraine Peterson, Development Director



SITE LOCATION

The proposed site is located on 35.09 +/- acres of land, west of Highway 27, north of Dundee Road, in the Town of Dundee in Section 20, Township 28, Range 27, further described as parcel 27-28-20-000000-044020.

BACKGROUND

The Applicant, Bryan Hunter of Hunter Engineering, LLC is requesting an amendment to the Future Land Use Map for property located in the Town of Dundee. The current FLU is Low Density Residential (LDR) and Conservation with the proposed FLU being Medium Density Residential (MDR) as it would be consistent with the Town of Dundee's FLU districts and compatible with the surrounding land uses.

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PROPOSED FUTURE LAND USE MAP AMENDMENT

Policy 2.4: Medium Density Residential

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

**Table 1:
Density/Intensity Information**

	Existing Zoning: RSF-2 & CN (35.09 +/- acres)	Proposed Zoning: RMH-2 (35.09 +/- acres)
Density/Intensity	Moderate- Density Residential: 4.0 DU/acre	Mobile Home Park: 6.6 DU/acre
Density Potential	140 DU	232 DU
Difference	Increase of 246 DU	

ANALYSIS

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

2.02.02.08. RMH2 mobile home park.

- (A) *FLUM designation:* Medium-density residential.
- (B) *Purpose:* The purpose of this district is to establish locations suitable for mobile home development on undivided property, along with open space and other amenities for the common use of residents; to designate those uses and activities which are appropriate for and compatible with such areas; and to establish standards and provisions necessary to ensure proper development and public safety in a mobile home park setting.
- (C) *Permitted principal uses and structures:* Mobile home parks.
- (D) *Accessory uses:*
 - 1. Clubhouse, laundry, swimming pool, and other shared facilities for the common use of the residents of the park.

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2. No more than one single-family home, at least 800 square feet in size, for the use of a resident manager.
 3. Carports, porches, and awnings which are physically attached to mobile homes. Such structures shall not exceed a cumulative total of 35 percent of the lot area.
 4. Storage area for boats, recreational vehicles, and other types of vehicles which exceed 30 feet in length. Storage area is for the use of park residents only and shall be fenced and landscaped. Storage of these units shall be prohibited on individual mobile home sites or on park roads.
- (E) *Special exception uses:* Recreational vehicle park, group home, church, public service facilities (see table of land uses).
- (F) *Minimum lot requirements:*
1. *Minimum size for development site:* Five acres, with a width of not less than 150 feet and a depth of not less than 200 feet.
 2. *Minimum size for mobile home site:* 4,000 square feet, with a width of not less than 40 feet.
- (G) *Maximum density:* 6.6 units per acre.
- (H) *Maximum building height:* 35 feet.
- (I) *Minimum floor area:* 800 square feet.
- (J) *Minimum yard requirements:*
1. No mobile home or structure shall be placed less than 50 feet from the front lot line or 30 feet from other lot lines. Where the development site adjoins property with a commercial or industrial zoning designation, the required side and rear setback shall be 15 feet.
 2. Mobile homes and structures shall be placed at least 20 feet from the pavement edge of private park roads.
 3. Mobile homes and freestanding structures serving as common facilities shall be at least 15 feet apart. No carport or other appurtenant structure may be installed on a mobile home less than ten feet from another mobile home or appurtenant structure. This distance shall be measured between the closest points of the units.
- (K) *Other requirements:*
1. *Ownership.* Mobile home parks may not be platted or otherwise divided by fee simple ownership; however, the sale of interests or memberships on a condominium basis is permitted. All facilities, including roads, shall be privately owned or owned in common by residents of the park, and shall not occupy parcels of land which are deeded separately from the rest of the park. The Town of Dundee shall not be

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responsible for maintenance and/or repair of common facilities within a mobile home park.

2. *Parking.* For each mobile home site, two paved off-street parking spaces of ten feet by 20 feet each shall be provided.
3. *Common open space.* An area comprising 20 percent of the development site or five acres, whichever is less, shall be set aside as common open space as defined in article 9.
4. *Nonconformities.* No new mobile homes may be added to an existing mobile home park in an RMH district which does not comply with applicable requirements of this Code. However, previously installed units may be moved and additional property and common facilities may be incorporated into the site if such activities will eliminate nonconforming conditions or reduce the degree of nonconformity. See section 7.07.00.
5. *Site development plan.* No mobile homes, structures or facilities shall be installed or constructed until a site development plan meeting the requirements of section 7.02.00 of this Code has been submitted to and approved by the Town of Dundee. All improvements, regardless of timing or project phasing, shall be substantially consistent with the approved site development plan.

Where an existing mobile home park in an RMH district has no site development plan, such a plan shall be prepared and submitted to the town prior to the addition, improvement, rearrangement or replacement of park facilities or mobile homes.

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Surrounding Uses

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

Table 1: Surrounding Uses

Northwest Polk County Pasture w/ Residential FLU-RL-1 Zoning-	North Dundee Vacant Farmland FLU-VLDR & LDR Zoning-Unassigned & PUD-R	Northeast Dundee Vacant Farmland & Industrial FLU-VLDR & Commercial/Industrial Corridor Zoning-Unassigned & CH
West Polk County Pasture w/Commercial Building FLU-RL-1 Zoning-	Subject Site Vacant Farmland Current FLU-LDR & CN Current Zoning- RSF2/ CN Proposed FLU-MDR Proposed Zoning-RMH-2	East Dundee Nursery & Vacant Farmland FLU-LDR Zoning-Unassigned
Southwest Winter Haven Vacant Land FLU-NR Zoning-AG-1	South Winter Haven Cypress Creek Village FLUM-NSUB Zoning-PUD	Southeast Winter Haven Vacant Farmland FLU-RL & CON Zoning-PUD

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

Potable Water and Sanitary Sewer

Potable water and Sanitary sewer lines are not yet located in the area. An interlocal agreement with the city of Winter Haven for potable water and wastewater has been agreed upon, the agreement can be found as an attachment in this staff report.

Solid Waste

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

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Roads

Access to the proposed addition will be from within the previously constructed MHP in addition any proposed development will require a full traffic study to determine necessary off-site improvements. Coordination with FDOT is required.

Recreation

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

Environmental Impacts

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

School Impacts

If necessary, the Polk County School Board will review the proposed project as it continues through the subdivision review and approval stages. Any development will have to address school concurrency issues and any necessary mitigation.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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

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Table 2: Consistency with the Comprehensive Plan

Comprehensive Plan Policy	Analysis
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.	There is an interlocal agreement with the city of Winter Haven.
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: 1. Infrastructure Element 2. Transportation Element 3. Capital Improvements Element 4. Public School Facilities Element	The proposed impacts of the potential Future Land Use map amendment can be facilitated. There is an interlocal agreement with the city of Winter Haven for potable water and wastewater.
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.	The property is located near an existing residential development.
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.	Adequate public facilities will be available at the time of final plat approval. There is an interlocal agreement for potable and wastewater with the city of Winter Haven.

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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.

The School Board will review any proposed projects for concurrency determination during the subdivision review process.

DEVELOPMENT REVIEW COMMITTEE

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

DRC Team:

TOD Fire Chief- Chief Joseph Carbon

TOD Public Works Director-Johnathan Vice

TOD Utilities Director-Tracy Mercer

TOD Utilities Supervisor- Raymond Morales

TOD Development Director-Lorraine Peterson

TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC

TOD Consulting Attorney- Seth Claytor of Boswell & Dunlap, LLP

MOTION OPTIONS:

1. I move **approval of Ordinance 24-04**, a request by Bryan Hunter of Hunter Engineering, Inc. to amend the Zoning Map for property located in the Town of Dundee from Moderate-Density Single Family (RSF-2) & Conservation (CN) to Mobile Home Park (RMH-2) on approximately 35.09 +/- acres. The subject property is located north of the Cypress Creek Village MHP, further described as parcel 27-28-20-000000-044020 in Section 23, Township 29, and Range 27.
2. I move **approval with changes of Ordinance 24-04**, a request by Bryan Hunter of Hunter Engineering, Inc. to amend the Zoning Map for property located in the Town of Dundee from Moderate-Density Single Family (RSF-2) & Conservation (CN) to Mobile Home Park (RMH-2) on approximately 35.09 +/- acres. The subject property is located

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north of the Cypress Creek Village MHP, further described as parcel 27-28-20-000000-044020 in Section 23, Township 29, and Range 27.

3. **I move denial of Ordinance 24-04**, a request by Bryan Hunter of Hunter Engineering, Inc. to amend the Future Land Use Map for property located in the Town of Dundee from Moderate-Density Single Family (RSF-2) & Conservation (CN) to Mobile Home Park (RMH-2) on approximately 35.09 +/- acres. The subject property is located north of the Cypress Creek Village MHP, further described as parcel 27-28-20-000000-044020 in Section 23, Township 29, and Range 27.

Attachments: Legal Descriptions

Location Map

Existing Future Land Use Map

Proposed Future Land Use Map

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BAXTER GROVES LEGAL DESCRIPTION

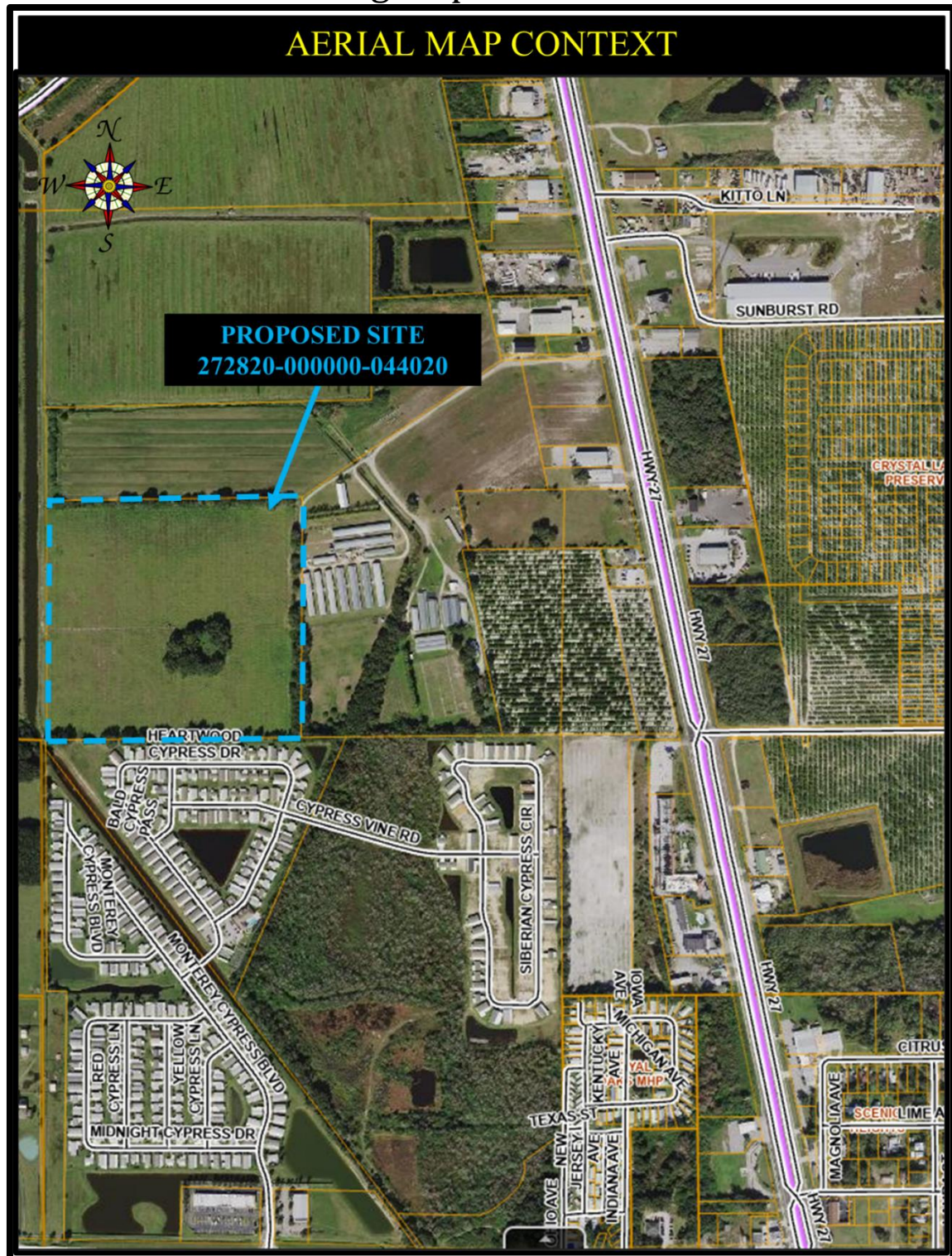
THE SW ¼ OF THE SW ¼ OF SECTION 20, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS AND EXCEPT THE NORTH 128 FT. THEREOF; AND SUBJECT TO RIGHT OF WAY OF THE PEACE RIVER VALLEY DRAINAGE CANAL ALONG THE WESTERLY SIDE THEREOF.

Legal Description

PROPOSED PROPERTY
PARCEL: 272820-000000-044020

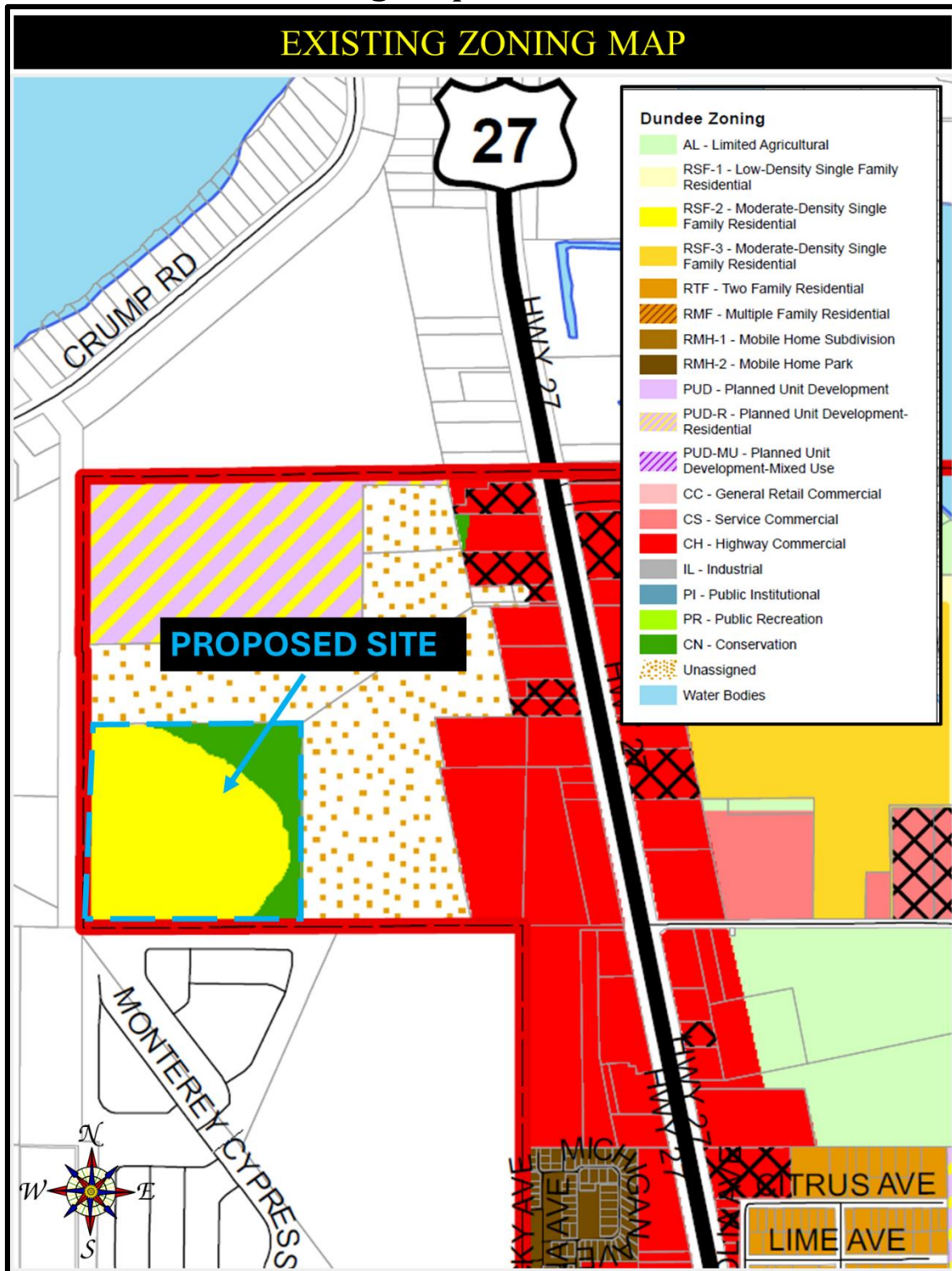
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Aerial Map Context

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Existing FLUM Map



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INTERLOCAL AGREEMENT FOR POTABLE WATER AND WASTEWATER UTILITY SERVICES

THIS INTERLOCAL AGREEMENT FOR POTABLE WATER AND WASTEWATER UTILITY SERVICES (the "Agreement") is made and entered into this ____ day of ____, 2024, by and between the municipalities of the Town of Dundee (hereinafter the "Town"), and the City of Winter Haven (hereinafter the "City"), Florida municipal corporations organized and existing under the laws of the State of Florida (hereinafter collectively the "Municipalities").

FACTUAL RECTIALS

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

WHEREAS, Baxter Groves (the "Owner"), a Florida general partnership, is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number 272820-000000-044020 (the "Property"); and

WHEREAS, Owner was conveyed fee simple ownership of the Property by virtue of that certain Warranty Deed (the "Deed") dated February 19, 1992, and recorded in Official Records Book 3068, Page(s) 0278, public records of Polk County, Florida; and

WHEREAS, copies of the Deed and Polk County Property Appraiser Parcel Details for the Property are attached hereto as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, on August 10, 2004, at a duly noticed public meeting, the Town Commission of the Town of Dundee passed and adopted Ordinance No. 04-101 (the "Ordinance") extending the corporate limits of the Town to include the Property within the

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Town's municipal boundaries; and

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

WHEREAS, City currently provides potable water, wastewater, and reclaim utility services to the *Cypress Creek Village Mobile Home Park Phases I – IV*; and

WHEREAS, Owner proposes to develop the Property (see **Exhibit "A"**) in order to design and construct the *Cypress Creek Village Phase V* (the "Development"); and

WHEREAS, copies of the proposed conceptual site plan and aerial depictions of the Development are attached hereto as **Exhibit "C"** and made a part hereof by reference; and

WHEREAS, Town and City acknowledge and agree that, on the effective date of this Agreement, the City has available capacity and the utility facilities readily available and necessary to provide potable water, wastewater, and reclaim utility service(s) to the Development; and

WHEREAS, Town and City mutually agree and acknowledge that the City has no general duty to supply potable water and/or wastewater utility service(s) to area(s) outside its corporate limits; and

WHEREAS, Section 163.01, Florida Statutes, the *Florida Interlocal Cooperation Act*, authorizes the Town and City, which also possess home rule and other general law authority, to enter into agreements with each other to ensure the most efficient use of their respective powers and to exercise, jointly, any power, privilege, or authority which agencies share in common and which each might exercise separately; and

WHEREAS, Town and City acknowledge that an interlocal agreement entered into pursuant to the *Florida Interlocal Cooperation Act* ("FICA"), codified in Part I of F.S. Ch. 163, is considered a contract binding the parties thereto; and

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WHEREAS, Town and City covenant and agree that they have the power and authority to enter into this Agreement and bind their respective governmental entities to the provisions of this Agreement; and

WHEREAS, Municipalities acknowledge that planned, orderly growth is essential to the economic and social well-being of the people of the Municipalities which are located in Polk County, Florida; and

WHEREAS, Municipalities acknowledge that orderly and economic growth depends in large part upon the ability of local governments to cooperate and provide an environment for development which includes, but is not limited to, the timely availability of public facilities and public services; and

WHEREAS, Municipalities acknowledge that public resources managed by local governments should be used in an efficient manner to foster growth and development in order to maximize the benefits of such growth and development to the residents and citizens; and

WHEREAS, Municipalities share and will share common municipal boundaries, and provide public utilities in the unincorporated areas surrounding the Municipalities, and recognize that interlocal cooperation in the provision of such services will prevent duplicate systems, eliminate confusion, foster planned and orderly expansion of public utilities, encourage controlled growth and development, prevent future conflict of utility and annexation boundaries, and maximize the beneficial use of public facilities, services and resources for the citizens and residents of the Municipalities; and

WHEREAS, Town and City acknowledge the validity and enforceability of the respective utility service area boundaries each has adopted, if any; and

WHEREAS, Town and City acknowledge and agree that, pursuant to the terms and conditions of this Agreement, City will provide extra-jurisdictional potable water, wastewater,

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and reclaim utility service(s) to the Development; and

WHEREAS, Town and City acknowledge and agree that, pursuant to the terms and conditions of this Agreement, the City will charge, bill, and collect from Town residents residing and/or located within the Development any applicable extra-jurisdictional utility service(s) rates which are established by the City in accordance with applicable Florida law; and

WHEREAS, Town and City acknowledge and agree that, for the sole purpose of providing utility service(s) to the Development, City will own, operate, and maintain the potable water, wastewater, and reclaim utility lines located within the corporate limits of the Town; and

WHEREAS, Town and City agree to enter into this Agreement as a matter of intergovernmental cooperation and coordination; and

WHEREAS, Town and City acknowledge and agree that, by entering into this Agreement, it is the intent of the Municipalities to conserve and protect water resources in the interest of public health, safety and welfare, and to avoid circumstances giving rise to the aforesaid duplications and resulting in uneconomical and wasteful operations; and

NOW THEREFORE, it is agreed and affirmed as follows: in consideration of the recitals, covenants, agreements and promises herein contained, the parties covenant and agree that the purpose of this Agreement is to extend and provide for how municipal potable water and wastewater utility service(s) for the proposed *Cypress Creek Village Phase 5* will be provided.

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 entry into this Agreement, and the Town and City hereby adopt the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and City.

2. **Definitions**. Term(s) used in this Agreement shall possess the meanings,

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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:

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

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

"Business Day(s)" means each calendar day which is not a Saturday, Sunday or a recognized holiday by both the City of Winter Haven and Town of Dundee, Florida.

"Development" means the design, construction, and improvements performed for the proposed *Cypress Creek Village Phase V* development project which is the subject of this Agreement and located on, over, under and across the Property.

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

"Term" means the duration of this Agreement which shall commence on the Effective Date and expire and/or terminate in accordance with the provisions set forth in Section 9 of this Agreement.

3. Interlocal Agreement and Purpose.

Town and City agree to enter into this Agreement pursuant to such special and general constitutional and statutory legal authority which includes, but is not limited to Chapters 163, 166 and 180, Florida Statutes (2023), in order to address among other things the City's provision of extra-jurisdictional water, wastewater and reclaimed water utility services for the proposed Development (as defined in §2 of this Agreement).

The purpose of this Agreement is to ensure that water, wastewater, and reclaim utility facilities and service(s) needed to reasonably support the proposed Development which is located within the corporate limits of the Town are available, and this Agreement is also intended to establish and expressly memorialize the respective rights and general obligations of the Town and City with respect to the ownership of the utility facilities and payment for said utility services.

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4. Operation and Maintenance of Facilities.

Unless otherwise agreed to by the Municipalities, the utility facilities for potable water, wastewater, and reclaim utility service(s) in and/or for the proposed Development (as defined in §2 of this Agreement) shall be owned and maintained by the City in accordance with the regulation(s) and requirement(s) prescribed by the City of Winter Haven Unified Land Development Code and/or City of Winter Haven Code of Ordinances; and any and all utility easements dedicated to the Town by the fee simple owner of the Property comprising the proposed Development within the corporate limits of the Town shall also run in favor of the City.

5. Connection Fees and Establishing Customer Utility Accounts.

At the time of building permit issuance for structures within the proposed Development (as defined in §2 of this Agreement), the Owner shall deliver payment to the City for all applicable connection fees for the Development and/or other applicable charges, rates, and fees set forth and/or established by the City for connecting to the City's utility system(s) and the provision of extra-jurisdictional utility service(s) at the time of service activation in accordance with City Code of Ordinances, policies and rules and regulations. Provided further that at the time that water, wastewater and reclaimed utility service is established for any structure within the Development then the customer/user within the Development shall establish an account(s) directly with the City for water, wastewater and reclaimed water utility services in accordance with applicable City Code of Ordinances, rules and regulations and as may be more specifically set forth in Paragraph 7(d) of this Agreement.

6. Coordination of Planning Activities.

The Municipalities recognize that to achieve the mutual goal of planning for and providing future development of their respective utility systems in an efficient, economic, and orderly

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manner, it will be necessary for each to maintain written communications with the other as necessary, concerning plans and actual development of water, wastewater, and reclaim utility facilities which lie adjacent to the service area of the adjoining Municipality which may or could affect the adopted Comprehensive Plans for future development of the systems of the other party. The Municipalities shall provide written communication to the other when the review and approval of new land development occurs along the Municipalities' shared municipal and/or utility service area borders or where the new development may impact the other. Such written communication will promote planned and actual implementation of improved public utilities and facilities along the Municipalities' shared municipal and utility service area borders.

7. Potable Water and Sanitary Sewer Areas.

a. City water, wastewater and reclaimed utility services extended into the corporate limits of the Town and within the Town's utility service area shall be designed in such a way, where appropriate, to facilitate the connection and/or interconnection (i.e. force main locations, size, etc.) with the existing City's utility facilities currently servicing previous phases of the Development located within the municipal limits of the City. The Owner and/or applicable developer(s) shall be responsible for any and all costs in providing lines and other related utility infrastructure to service the Development in accordance with applicable laws, City ordinances, rules and regulations for the municipality providing utility services. The City may elect to, amongst other things, upsize the lines and alter force main locations which may also include, but shall not be limited to, requiring development exactions and/or developers to pay all costs and expenses of the design, permitting and construction of utility infrastructure in accordance with applicable laws, ordinances, rules and regulations.

b. Municipalities agree not to provide water, sewer, and/or re-use water utility services in the established utility service area(s) of the other municipality other than as set forth herein.

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c. The utility facilities constructed for such water, wastewater and reclaimed utility services for the Development may be purchased by the Town when, if ever, it either has utilities and/or utility facilities available; and, pursuant to a separate written agreement, the terms and conditions for the transfer of service(s) and sale of utility facilities shall be agreed to and entered into by the Municipalities. Regardless of whether a sale is ever agreed upon, all Connection/impact fees shall be retained by the City for providing the water, wastewater and reclaimed utility services to the Development contemplated in this Agreement and said fees shall not be deducted from or accounted for in the purchase price of the facilities constructed for such utility services if a purchase ever occurs.

d. The City shall establish fees for providing utility services to the Development which is located within the corporate limits of the Town for the water, wastewater and reclaim utility services, which are the subject of this Agreement, consistent with applicable Florida law and City Code of Ordinances. Provided further the City shall bill all customers directly within the Development for all water, wastewater, and reclaimed utility services provided to such customers in accordance with the City's ordinances, rules and regulations applicable for customers outside the City's municipal limits and as those may be amended from time to time. Town agrees to cooperate with City to the extent the City determines it necessary and/or desirable relating to the establishment of accounts with customers within the Development with the City for the provision of City water, wastewater and reclaimed water utility services therein.

8. **Service Not Required**. Nothing herein shall be construed to require the Municipalities to serve any customer or customers deemed by the respective municipality to be not feasible, economically or physically, to serve. Further, this Agreement shall not be construed to place either a contractual, statutory, or any other legal obligation, on any of the

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parties hereto, to provide utility services outside its municipal and utility service area boundaries.

9. **Term of Agreement.** This Agreement shall remain in effect until such time as the City and Town mutually agree, in writing, to terminate the Agreement. This Agreement shall not be unilaterally terminated.

10. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third-party not a formal party hereto.

11. **Disclaimer of Security.** Notwithstanding any other provisions of this Agreement, the parties hereto expressly acknowledge that they have no pledge of or lien upon any real property, personal property, or any existing or future revenue source of the other as security for any amounts of money payable by the other under this Agreement.

12. **Notice.**

Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when: (1) hand delivered to the official hereinafter designated; or (2) upon receipt of such notice when mailed by certified U.S. mail, postage prepaid, return receipt requested, addressed to a party at the address set forth opposite the party's name below or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

AS TO TOWN:	Tandra Davis Town Manager Town of Dundee 202 E. Main Street Dundee, FL 33838
COPY TO:	<i>(which shall not constitute notice)</i> Albert C. Galloway, Esquire Special Counsel for Town Town of Dundee

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116 East Stuart Avenue
Lake Wales, FL 33859-3339

AS TO CITY: T. Michael Stavres
City Manager
City of Winter Haven
451 Third Street, N.W.
Winter Haven, FL 33881

COPY TO: *(which shall not constitute notice)*
Frederick John Murphy, Jr., Esquire
City Attorney
City of Winter Haven
Boswell & Dunlap, LLP
245 S. Central Ave.
Bartow, FL 33830-4620

13. Severability.

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

14. Applicable Law.

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

15. Assignment.

This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto.

16. Indemnification.

16.1 Neither party hereto waives sovereign immunity except that consistent

Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP

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Cypress Creek Village MHP Phase V

Zoning Map Amendment

with all applicable State law, including, but not limited to Chapter 768, Florida Statutes, the parties agree to hold each other harmless for the negligent acts of itself, its officers, agents, and employees, but only to the extent permitted by law regardless of whether such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

16.2 If service provided hereunder is discontinued to a customer due to failure of the customer to pay for services provided, the party responsible for discontinuing service shall hold the other party harmless as to any and all claims or suits regarding such action.

17. **Entire Agreement; Effect on Prior Agreements.** This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

18. **Recordation.**

This Agreement shall constitute a covenant running with the Property which is the subject of the Development (as defined in §2 of this Agreement) and be recorded in the Public Records of Polk County, Florida.

19. **Counterparts.**

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

20. **Multiple Originals.** This Agreement has been prepared in duplicate in order that each of the Municipalities will receive a fully executed original upon adoption and execution by the parties hereto.

Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP

Town of Dundee
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Zoning Map Amendment

21. Duty to Cooperate and Act 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

[The balance of this page intentionally left blank.]

Town of Dundee and Winter Haven Interlocal Agreement for
Cypress Creek MHP

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment

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

CITY OF WINTER HAVEN

By: _____
Nathaniel J. Birdsong, Jr., Mayor

ATTEST:

By: _____
Vanessa Castillo, MMC, City Clerk

LEGAL IN FORM AND VALID IF
ENACTED

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

TOWN OF DUNDEE

By: _____
Samuel Pennant, Mayor

ATTEST:

By: _____
Trevor Douthat, Town Clerk

LEGAL IN FORM AND VALID IF
ENACTED

By: _____
Albert C. Galloway, Jr.
Special Counsel

Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP

Town of Dundee
Town Commission Staff Report
Cypress Creek Village MHP Phase V
Zoning Map Amendment

EXHIBIT A

WARRANTY DEED

THIS WARRANTY DEED is made this 17th day of February, 1992, by DANA F. BAXTER (the "Grantor"), to BAXTER GROVES, a Florida general partnership, the address of which is P. O. Box 1879, Winter Haven, Florida 33882 (the "Grantee").

Grantor, in consideration of TEN DOLLARS (\$10.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, grants and conveys to Grantee that real property located in Polk County, Florida, more particularly described as follows:

The SW-1/4 of SW-1/4 of Section 20, Township 28 South, Range 27 East, LESS AND EXCEPT the North 128 feet thereof; and subject to R/W of Peace River Valley Drainage Canal along the Westerly side thereof;

AND

Together with and including the maturing citrus fruit crop for 1991-92 season now situated thereon.

SUBJECT TO taxes for 1992 and subsequent years.

The property is not the homestead or residence of the Grantor, nor is it contiguous to the homestead or residence of Grantor.

Grantor does hereby fully warrant the title to such property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed on the date first above written.

Witnesses:

<p>✓ <u>[Signature]</u> Name <u>JOYCE P. JOHNSON</u></p> <p>✓ <u>[Signature]</u> Name <u>W. Arthur Johnson</u></p> <p>STATE OF FLORIDA COUNTY OF POLK</p>	<p>✓ <u>[Signature]</u> DANA F. BAXTER Address: <u>4511 Pineland Ct.</u> <u>Winter Haven, Florida</u></p> <p>Documentary Tax Pd. \$ <u>1710.00</u> Intangible Tax Pd. \$ <u>0-</u> E. D. "Bud" Dixon, Clerk, Polk Co. By: <u>[Signature]</u> Deputy Clerk</p>
---	---

The foregoing instrument was acknowledged before me this 19th day of February, 1992, by DANA F. BAXTER, who is personally known to me or has produced _____ as identification and did take an oath.

[Signature]

NOTARY PUBLIC

020669 1992 FEB 21 PM 3:16
 This instrument was prepared based on information and a legal description provided by the parties and no title information was requested or given.

1710.00

3068 0278
 POLK OFF. REC. PAGE

Town of Dundee and Winter Haven Interlocal Agreement for
Cypress Creek MHP **Exhibit A**

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment

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Parcel Details: 27-28-20-000000-044020

[TAX EST](#)
[PRT CALC](#)
[PRC](#)
[HTML PRC](#)
[TRIM](#)
[HTML TRIM](#)
[TAX BILL](#)

Owners [Recently purchased this property? Click here.](#)

BAXTER GROVES 100%

Mailing Address

Address Line 1 **120 SELVA VIS**

Address Line 2

Address Line 3 **WINTER HAVEN FL 33884-3651**

Physical Street Address [Looking for site address? Click here.](#)

Address Line 1 **0 US HIGHWAY 27**

Address Line 2

Postal City and Zip

City/St/Zip **DUNDEE FL 33838**

Parcel Information

Municipality / Taxing District **DUNDEE/SWFWMD (Code: 90460)**

Neighborhood **140990.00**
[Show Recent Sales in this Neighborhood](#)

Subdivision **NOT IN SUBDIVISION**

Property (DOR) Use Code **Unplatted tracts 30 to 59.99 acres (Code: 9925)**


Acreage **35.09**

[Community Redevelopment Area](#) **NOT IN CRA**

Property Desc

DISCLAIMER: This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. It is a description of the ownership boundaries only and does not include easements or other interests of record. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.

Area Map



Mapping Worksheets (plats) for 272820

[Mapping Worksheet](#) [Mapping Worksheet Printable PDF](#)
HTML (opens in new tab)

Linked Tangible Personal Property Accounts

[Linked Accounts](#) [Link](#)

Note: Tangible Personal Property is defined as everything other than real estate that has value by itself. Please click the + plus sign to show the list of TPP accounts linked to this parcel. Only first two owner names shown.

1 TPP Account(s)

Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit A**

Town of Dundee

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Cypress Creek Village MHP Phase V

Zoning Map Amendment

[List of Accounts](#)

Sales History

Important Notice: If you wish to obtain a copy of a deed for this parcel, click on the blue OR Book/Page number. Doing so will cause you to leave the Property Appraiser's website and access the Polk County Clerk of the Circuit Court's Official Records Search. Once the document opens, click the printer icon to print the document. If you have any issues opening the document once you have met all the listed system requirements, please contact the Clerk's office at (863)534-4000 and ask to speak to an IT staff member. If the Book/Page number does not have a blue link to Official Records, the deed may not be available through the [online records of the Clerk of the Circuit Court](#). In order to obtain a copy of the deed you will need to contact the Clerk of the Circuit Court Indexing Department at 863-534-4516. If the Type Inst is an "R", the document is not available through the Clerk of the Circuit Court's Official Records Search. Please contact the Property Appraiser to order "R" type instruments.

OR Book/Page	Date	Type Inst	Vacant/ Improved	Grantee	Sales Price
3068/0278	02/1992	W	V		\$285,000
1251/0950	10/1969		E		\$100

Exemptions

Important Notice: In 2022, the Florida Legislature increased property tax exemptions for residents who are widows, widowers, blind, or totally and permanently disabled from \$500 to \$5,000. The increased exemption amount will become effective as of January 1, 2023, for the 2023 tax year. This change does not affect your tax bill for 2022.

Note: The drop down menus below provide information on the amount of exemption applied to each taxing district. The HX—first \$25,000 homestead exemption may be allocated to one or more owners. The HB—second \$25,000 amended homestead exemption reflects the name of the first owner only.

Code	Bld. #	Description	% Ownership	Renew Cd	Year Name	Note	Value
If you have a Senior Exemption(Additional Homestead Exemption for Persons 65 and Older): For the 2024 tax year, the allowable total household adjusted gross income received during 2023 could not exceed \$36,614. If your total household adjusted gross income exceeded this limit, YOU MUST NOTIFY THIS OFFICE . Receiving no notification from the qualified senior will be considered a sworn statement, under penalty of perjury, that the income does not exceed the limit. Improperly claiming any exemption could result in a lien against your property. If you would like to receive a notice of renewal electronically, please send us an email at paoffice@polk-county.net with your name, property address, and confirmation of your request.							

PERMITS

The Polk County Property Appraiser's Office does not issue or maintain permits. Please contact the [appropriate permit issuing agency](#) to obtain information. This property is located in the **DUNDEE/SWFWMD** taxing district. The beginning of the description indicates permit agency (UNINCORP is an abbreviation for Unincorporated **POLK COUNTY**).

Land Lines

LN	Land Dscr	Ag/GreenBelt	Land Unit Type	Front	Depth	Units
1	* Residential	N	A	0	0	35.09

* For Zoning/Future Land Use contact Polk County or the Municipality the parcel is located in.

NOTICE: All information ABOVE this notice is current (as of Tuesday, April 23, 2024 at 5:05:38 AM). All information BELOW this notice is from the 2023 Tax Roll, except where otherwise noted.

Value Summary (2023)

Desc	Value
Land Value	\$338,452
Building Value	\$0

Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit A**

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment

Misc. Items Value	\$0
Land Classified Value	\$5,542
Just Market Value	\$338,452
*Cap Differential and Portability	\$0
Agriculture Classification	\$332,910
Assessed Value	\$5,542
Exempt Value (County)	\$0
Taxable Value (County)	\$5,542

*This property does not contain a cap or portability value.

Values by District (2023)

District Description	Final Tax Rate	Assessed Value	Final Assessed Taxes	Exemption	Final Tax Savings	Taxable Value	Final Taxes
BOARD OF COUNTY COMMISSIONERS	6.685200	\$5,542	\$37.05	\$0	\$0.00	\$5,542	\$37.05
POLK COUNTY SCHOOL BOARD - STATE	3.160000	\$5,542	\$17.51	\$0	\$0.00	\$5,542	\$17.51
POLK COUNTY SCHOOL BOARD - LOCAL	2.248000	\$5,542	\$12.46	\$0	\$0.00	\$5,542	\$12.46
TOWN OF DUNDEE	7.900000	\$5,542	\$43.78	\$0	\$0.00	\$5,542	\$43.78
SOUTHWEST FLA WATER MGMT DIST	0.204300	\$5,542	\$1.13	\$0	\$0.00	\$5,542	\$1.13
		Assessed Taxes:	\$111.93	Tax Savings:	\$0.00	Total Taxes:	\$111.93

Non-Ad Valorem Assessments (2023)

LN	Code	Desc	Units	Rate	Assessment
1	ST460	DUNDEE STORMWATER UTILITY	1.00	34.50	\$34.50
Total Assessments					\$34.50

Taxes

Desc	Last Year	2023 Final
Taxing District	DUNDEE/SWFWMD (Code: 90460)	DUNDEE/SWFWMD (Code: 90460)
Millage Rate	20.3370	20.1975
Ad Valorem Assessments	\$112.71	\$111.93
Non-Ad Valorem Assessments	\$34.50	\$34.50
Total Taxes	\$147.21	\$146.43

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this page, such as assessments for roads, drainage, garbage, fire, lighting, water, sewer, or other governmental services and facilities which may be levied by your county, city or any other special district. [Visit the Polk County Tax Collector's site for Tax Bill information related to this account.](#) Use the [Property Tax Estimator](#) to estimate taxes for this account.

Prior Year Final Values

Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit A**

Town of Dundee

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Zoning Map Amendment

The Final Tax Roll is the 1st certification of the tax rolls by the Value Adjustment Board, per Florida Statute 193.122(2), F.S. This is the date all taxable property and tax rolls are certified for collection to the Tax Collector. Corrections made after this date are not reflected in the Final Tax Roll Values.

2022

Land Value	\$284,874.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$284,874.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00

2021

Land Value	\$256,839.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$256,839.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00

2020

Land Value	\$243,822.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$243,822.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00

2019

Land Value	\$243,822.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$243,822.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00

DISCLAIMER:

The Polk County Property Appraiser makes every effort to produce and publish the most current and accurate information possible. The PCPA assumes no responsibility for errors in the information and does not guarantee that the data are free from errors or inaccuracies. Similarly the PCPA assumes no responsibility for the consequences of inappropriate uses or interpretations of the data. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of the search facility indicates understanding and acceptance of this statement by the user.

Last Updated: Tuesday, April 23, 2024 at 5:05:38 AM

Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit A**

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment

EXHIBIT B

INSTR # 2004182036
 BK 05912 PGS 0909-0912 PG(s) 4
 RECORDED 09/07/2004 04:26:41 PM
 RICHARD M. WEISS, CLERK OF COURT
 POLK COUNTY
 RECORDING FEES 35.50
 RECORDED BY R Morris

FREDERICK J. MURPHY, JR.
 NICHOLS & DUNLAP LLP
 P.O. DRAWER 30
 BARTON, FL 33531-0030
Office

SPACE FOR RECORDING
 ORDINANCE NO.: 04-101

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY AS THE BAXTER GROVES PROPERTY; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE. (General Location: North Western portion of the Town, Property West of US 27 and North of Highway 542)

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

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

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

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

1. That the City Council of the Town of Dundee does hereby annex into the corporate limits of the Town of Dundee, Florida, the following described property:

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

Town of Dundee and Winter Haven Interlocal Agreement for
Cypress Creek MHP **Exhibit B**

Town of Dundee

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Zoning Map Amendment

Ordinance 04-101
Page Two

2. All ordinances in conflict herewith are hereby repealed.
3. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.
4. This ordinance shall take effect immediately after second reading.

INTRODUCED on first reading this 2nd day of August, 2004.

PASSED on second reading this 10th day of August, 2004.

TOWN OF DUNDEE, FLORIDA



Mayor-Kevin Kito

ATTEST:



TOWN CLERK - Emily Chait

Approved as to form:



TOWN ATTORNEY - Frederick J. Murphy, Jr.

Town of Dundee and Winter Haven Interlocal Agreement for
Cypress Creek MHP **Exhibit B**

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment

Ordinance No. 04-101

EXHIBIT "A"

Page 1 of 2

Legal Description of subject parcel(s) being proposed for voluntary annexation

272820000000044020

SW ¼ of SW ¼ Less N 128 FT THEREOF & LESS CANAL R/W

The SW ¼ of SW ¼ of Section 20, Township 28 South, Range 27 East, LESS AND EXCEPT the North 128 feet thereof, and subject to R/W of Peace River Valley Drainage Canal along the Westerly side thereof;

A portion of Section 20, Township 28 South, Range 27 East, Polk County, Florida, described as follows: The Southwest ¼ of the Southwest ¼ of said Section 20, LESS AND EXCEPT the North 128 feet thereof, and subject to right-of-way of Peace River Drainage District Canal along the Westerly side thereof, more particularly described as:

Commence at the Southwest corner of said Section 20, thence North 89°34'02" East, along the South boundary of said Section 20, a distance of 27.98 feet to a point on the East right-of-way of said canal, said point being the POINT OF BEGINNING; thence North 00°03'02" East, along said East right-of-way, a distance of 1192.89 feet, to a point on a line which is 128 feet South of the North line of the Southwest ¼ of the Southwest ¼, of said Section 20; thence North 89°22'34" East, along said line which is 128 feet South of said North line, a distance of 1287.63 feet to a point on the East line of the Southwest ¼ of the Southwest ¼ of said Section 20; thence South 00°29" West, along said East line, a distance of 1198.48 feet, to the Southwest corner of the Southwest ¼ of the Southwest ¼ of said Section 20; thence South 89°37'13" West, along the South line of said Section 20, a distance of 1278.52 feet to the POINT OF BEGINNING.

Containing 35.25 acres.

Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit B**

Town of Dundee
Town Commission Staff Report
Cypress Creek Village MHP Phase V
Zoning Map Amendment

Ordinance No. 04-101

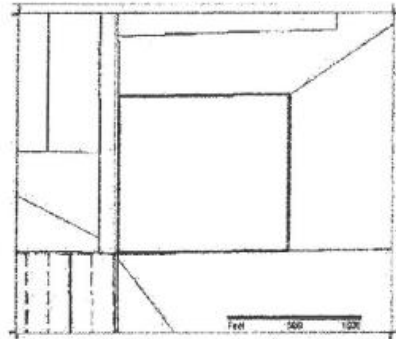
EXHIBIT "A"

Page 2 of 2

Legal Description of subject parcel(s)
being proposed for voluntary annexation

27282000000044020

SW ¼ of SW ¼ Less N 128 FT THEREOF & LESS CANAL R/W




Town of Dundee and Winter Haven Interlocal Agreement for
Cypress Creek MHP **Exhibit B**

Town of Dundee

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Zoning Map Amendment



Town of Dundee

201 Carter Street PO Box 1000 Dundee, Florida 33535 (863) 419-3114 Fax (863) 419-3166 Dundee 016-3960

Petition for Annexation

Applicant

The following information is required for submission of an application to annex into the Town limits of Dundee, Florida. **Please print or type the required information below. Attach three copies of the current survey with metes and bounds description of subject property certified to the Town of Dundee along with an aerial photograph and location map.**

Name of Property Owner: Baxter Groves
 Mailing Address: 120 Selva Vie, Winter Haven 33884 Phone: (863) 294-7411
 Name of Representative, if applicable: Beard Knapp Development, LLC
 Mailing Address: 4500 US Hwy 92 E, St #1030 Lakeland Phone: (863) 665-0185
 Reason for Request: _____

Property Identification

Property Address or General Location: _____
 Present Use of the Property: _____
 Existing Structures Located on the Site: _____
 Total Acreage: 34± Ac Number of Residents on Site: 0
 Assessed Property Value: \$57,300 Taxable Value: \$57,300
 Legal Description of the Property: See Attached Deed
 Section: 20 Township: 28 Range: 27
 Subdivision: 000000
 Parcel I.D.#: 044020

Planning and Zoning Information

Present County Future Land Use Designation: _____
 Requested City Zoning Classification: PDD
 Requested City Future Land Use Designation: MS2 M-C

Note: Unless specific land use and zoning designations are requested, the City will assign designations which most closely conform with the actual use of the property or with designations of surrounding properties. An application fee will be assessed only on requests for land use and zoning changes which result in an increase in land use or zoning intensity over that allowed under the County designations. (You will need to fill out separate applications for land use/zoning requests.)

Date Received: _____ Received By: _____
 Hearing Date: _____ File Number: _____

Town of Dundee and Winter Haven Interlocal Agreement for
Cypress Creek MHP **Exhibit B**

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment

Town of Dundee Annexation Application
page 2

OWNER'S SIGNATURE PAGE

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

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

OWNERS

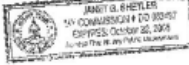
Baxter Groves
Dana F. Baxter Jr. - Gen. Partner
Signature of Owner Signature of Owner
Dana F. Baxter Jr.
Printed Name of Owner Printed Name of Owner

Signature of Owner Signature of Owner

Printed Name of Owner Printed Name of Owner

STATE OF FLORIDA OWNER'S NOTARIZATION
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 2nd day of July
2004 by Dana F. Baxter Jr. who is personally known
to me or who has produced a driver's license as identification and who did not take an oath.

 Janet G. Shetler
Notary Public
Notarial Seal and Commission
Expiration Date

(PLS-61800)

Town of Dundee and Winter Haven Interlocal Agreement for
Cypress Creek MHP **Exhibit B**

Town of Dundee Town Commission Staff Report Cypress Creek Village MHP Phase V Zoning Map Amendment

Town of Dundee Annexation Application

page 3

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

I (We), Randall L. Knapp, Managing Member, being duly sworn, depose and say that I (we) serve as Agent for the owner(s) (agent or lessee) in making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this capacity.

Further, I (we) depose and say that the statements and answers herein contained and other information attached hereto present the arguments in behalf of the petition herein requested to the best of (my) (our) ability and that the statements and information above referred to are in all respects true and correct to the best of (my) (our) knowledge and belief.

AGENT, LESSEE, OR BUYER(S)
Randall L. Knapp, Managing Member, LLC
Randall L. Knapp
 Signature of Agent, Lessee, or Buyer(s)
Randall L. Knapp, Managing Member
 Printed Name of Agent, Lessee, or Buyer(s)

 Signature of Agent, Lessee, or Buyer(s)

 Printed Name of Agent, Lessee, or Buyer(s)

 Signature of Agent, Lessee, or Buyer(s)

 Printed Name of Agent, Lessee, or Buyer(s)


 Signature of Agent, Lessee, or Buyer(s)

 Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA **AGENT, LESSEE, OR BUYER(S) NOTARIZATION**
 COUNTY OF POLK

The foregoing instrument was acknowledged before me this 21 day of July 2009, by Randall L. Knapp, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

Janet D. Shetter
 Notary Public
 Notarial Seal and Commission
 Expiration Date



Town of Dundee and Winter Haven Interlocal Agreement for
Cypress Creek MHP **Exhibit B**

Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit B**

Town of Dundee Town Commission Staff Report Cypress Creek Village MHP Phase V Zoning Map Amendment

WARRANTY DEED

THIS WARRANTY DEED is made this 17th day of February, 1992, by DANA F. SARKIS (the "Grantor"), to SARKIS GROVES, a Florida general partnership, the address of which is P. O. Box 1479, Winter Haven, Florida 33882 (the "Grantee").

Grantor, in consideration of TEN DOLLARS (\$10.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, grants and conveys to Grantee that real property located in Polk County, Florida, more particularly described as follows:

The SW-1/4 of SW-1/4 of Section 10, Township 28 South, Range 21 East, LBS AND EXCEPT the North 1/2 Section thereof; and subject to A/W of Peace River Valley Drainage Canal along the Westerly side thereof;

AND

Together with and including the maturing citrus fruit crop for 1991-92 season now situated thereon.

SUBJECT TO taxes for 1992 and subsequent years.

The property is not the homestead or residence of the Grantor, nor is it contiguous to the homestead or residence of Grantor.

Grantor does hereby fully warrant the title to such property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed on the date first above written.

Witnesses:

[Signature]
Name *[Signature]*

[Signature]
Name *[Signature]*

DANA F. SARKIS
Address: *[Signature]*
Address: *[Signature]*

Documentary Tax P.L. \$170.00
Mansions Tax P.L. \$0.00
E.O. 12812, Polk County, Fla. Co.
By *[Signature]* Deputy Clerk

SINKS OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 17th day of February, 1992, by DANA F. SARKIS, who is personally known to me or has produced to me as identification and did take an oath.

[Signature]
Notary Public

My Commission Expires:

This instrument prepared by:
Kerry M. Wilcox, Esq.
P. O. Box 7608
Winter Haven, FL 33882

RECORDED AND
INDEXED
C.R. 947000 ON 02-17
POLK COUNTY, FLA.
BY *[Signature]* CL

3069 0278
POLK CO. REC. PAGE

020569 H917821 PM 9-16
this instrument was prepared based on information and a legal description furnished by the parties and no title information was requested or taken.

710.00


4-500
6-20
92

4

Town of Dundee and Winter Haven Interlocal Agreement for
Cypress Creek MHP **Exhibit B**

Town of Dundee Town Commission Staff Report Cypress Creek Village MHP Phase V Zoning Map Amendment

Polk County Property Appraiser, Property Information Card

Parcel ID: 47829940000044030 Owner: BAXTER, JERRY Multi-Owner(s): Mailing Address: 110 DUNN WAY WINTER HAVEN 33884 3651 Sub Address:	Value Information Land Value: \$172,000.00 Bldg. Value: \$0.00 Misc. Item(s) Value: \$0.00 Total Just Value (Market): \$172,000.00 Assessed Value: \$57,396.30 Exempt Value: \$0.00 Taxable Value: \$57,396.30 General Property Information Neighborhood #: 140990 Subdivision #: 000000 Subdivision Name: 209 2N SUBDIVISION Land Use Code (LUC): 650A LUC Description: CITRUS W/IRRIG. Legal Description: 2614 OF 2617 ACRES W 174 FT VARIANCE & 1803 CORNER ACRES	Tax Information Property Tax: \$854.67 RFR: Special Assessment: Tax District: 10090 Millage: 16.92	Sketch  Sorry no sketch available for this record	
Sales Information Current Market: Vacant/Improved: V Sale Date: 01-February-1992 Sale Price: \$285,000.00 Old Price: \$0.00 CR Page: 270 Deed Type: W Death Parcel Sale: 03		SALE 1 SALE 2 SALE 3	Miscellaneous Return Information Description: Yr Bn: 01 Yr Bn: 01 Area: 0.00 Units: 0 Description: 00000000 Widowed Disability Other:	
Land Information Classification: 0000 EFT/Front: 0.00 Depth: 0.00 Units/Type: 31 YRS 80 <div style="text-align: center; font-size: 1.5em; font-weight: bold;">34 AC</div>		Ag Information Class: CITRUS Sub Class: 0-0 Acres: 31 CITRUS 0-0 31 CITRUS 0-0 31 CITRUS 0-0 31 U 0		Residential Information Amount: \$0.00 Series: Year Bn: Yr To Bn: Bedrooms: Full Baths: 1/2 Baths: Fireplaces: Living Area (SFLA): Total Under Roof:
Commercial Information Year Bn: Yr To Bn: Unit: Structure Description: Area (Total Under Roof):				

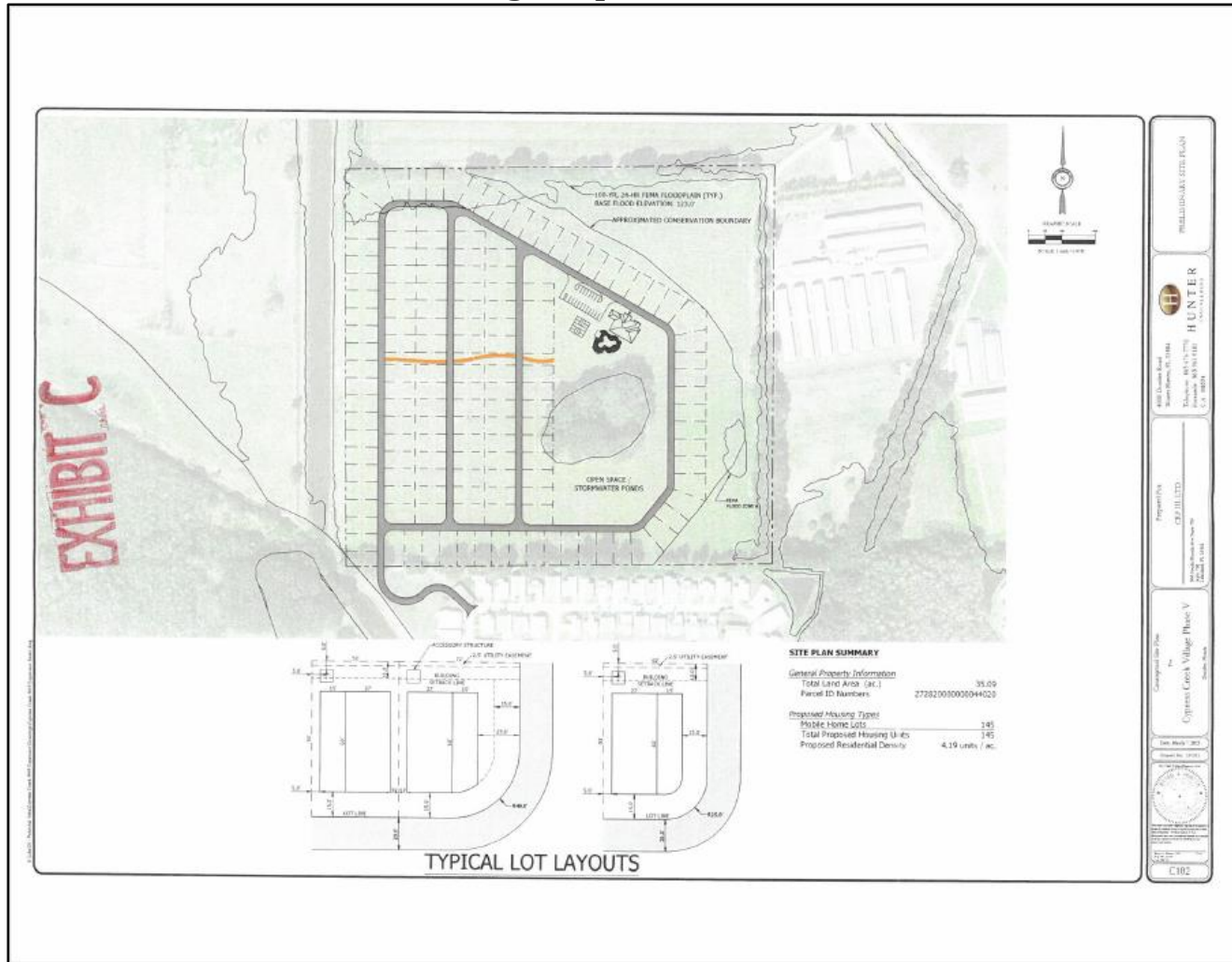
Please Note: All Value information is as of the last certified tax roll. Historic and economic exemptions are not reflected in these totals. The information provided is believed to be correct but is subject to change and is not guaranteed.

2/28/2004

4

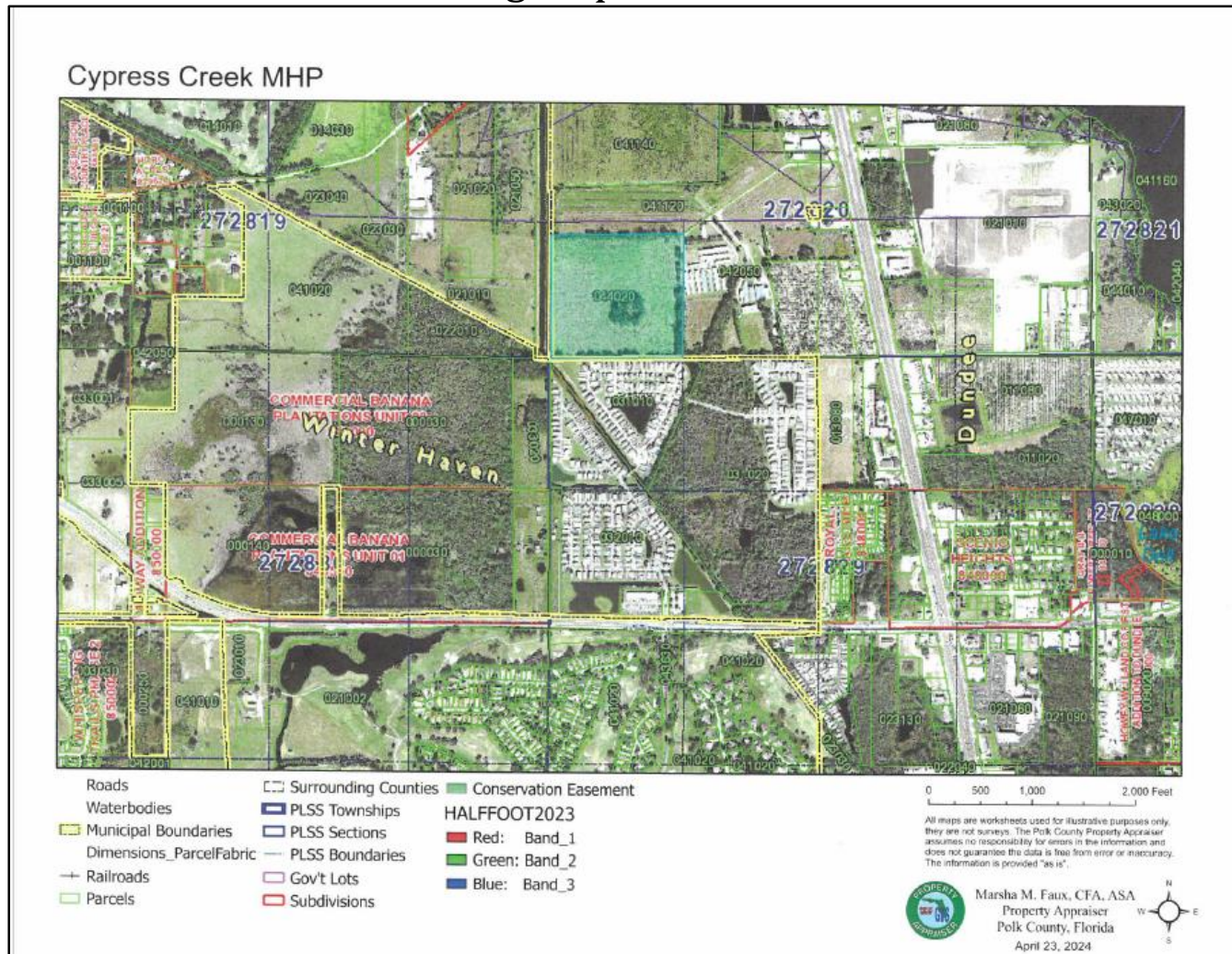
Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit B**

Town of Dundee Town Commission Staff Report Cypress Creek Village MHP Phase V Zoning Map Amendment



Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit C**

Town of Dundee Town Commission Staff Report Cypress Creek Village MHP Phase V Zoning Map Amendment



Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit C**

Town of Dundee
Town Commission Staff Report
Cypress Creek Village MHP Phase V
Zoning Map Amendment



Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit C**

ORDINANCE NO. 24-03

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR PROPERTY LOCATED IN THE TOWN OF DUNDEE, FLORIDA, FROM LOW DENSITY RESIDENTIAL (LDR) FUTURE LAND USE DESIGNATION ON APPROXIMATELY 27.41 +/- ACRES AND CONSERVATION (CON) FUTURE LAND USE DESIGNATION ON APPROXIMATELY 7.68 +/- ACRES TO MEDIUM DENSITY RESIDENTIAL (MDR) FUTURE LAND USE DESIGNATION ON APPROXIMATELY 35.09 +/- ACRES; FUTHER DESCRIBED AS PARCEL 272820-000000-044020; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the applicant-initiated request to amend the Future Land Use Designation(s) of Low Density Residential (LDR) on approximately 27.41 +/- acres and Conservation (CON) on approximately 7.68 +/- acres to Medium Density Residential (MDR) on approximately 35.09 +/- acres is consistent with the Future Land Use Element of the 2030 Comprehensive Plan of the Town of Dundee (the "Comprehensive Plan") and provides consistency between the existing land use and the surrounding area; and

WHEREAS, on June 20, 2024, pursuant to Section 163.3184 and Sections 166.041(3)(c)2, Florida Statutes, the Planning and Zoning Board, serving as the Local Planning Agency designated by the Town, and the Town Commission held duly noticed public meetings and hearings on the applicant-initiated amendment to the Town of Dundee 2030 Comprehensive Plan Future Land Use Map, which is legally described in **Composite Exhibit "A"** and attached hereto and made a part hereof by reference; and

WHEREAS, on June 20, 2024, in accordance with the procedures required by Sections 166.041 (3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this Ordinance were considered by the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, and such amendments were recommended to the Town Commission for adoption; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Commission held duly noticed public meetings and hearings on **Amendment 24-03**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

WHEREAS, in exercise of its authority the Town Commission has determined it necessary to adopt this **Amendment 24-03** to the Comprehensive Plan, which map is marked as **Composite Exhibit "A"** and is attached and made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the corporate limits of the Town of Dundee, Florida; and

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

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the enactment and adoption of this Ordinance No. 24-03 is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Ordinance No. 24-03 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:

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

Section 2. Future Land Use Map. The Town of Dundee 2030 Comprehensive Plan Future Land Use Map is hereby amended to specifically reflect the assignment of the Future Land Use designation of Medium Density Residential (MDR) on the

approximately 35.09 +/- acres of land as legally described and depicted in **Composite Exhibit "A"** which is attached hereto and made a part of this Ordinance by reference.

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

Section 4. Severability. The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Ordinance shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. Administrative Correction of Scrivener's Errors and Codification. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the 2030 Comprehensive Plan of the Town of Dundee, Florida; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the 2030 Comprehensive Plan of the Town of Dundee is accomplished, sections of this Ordinance may be renumbered or re lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his or her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk. A certified copy of this enacting Ordinance and certified copy of the Town of Dundee Future Land Use Map and Comprehensive Plan shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

Section 6. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged by an affected party, shall be 31 days after adoption.

If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

INTRODUCED AND PASSED, on First Reading and public hearing this 25th day of June, 2024.

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

TOWN OF DUNDEE

MAYOR – Sam Pennant

Attest:

TOWN CLERK – Trevor Douthat

Approved as to Form:

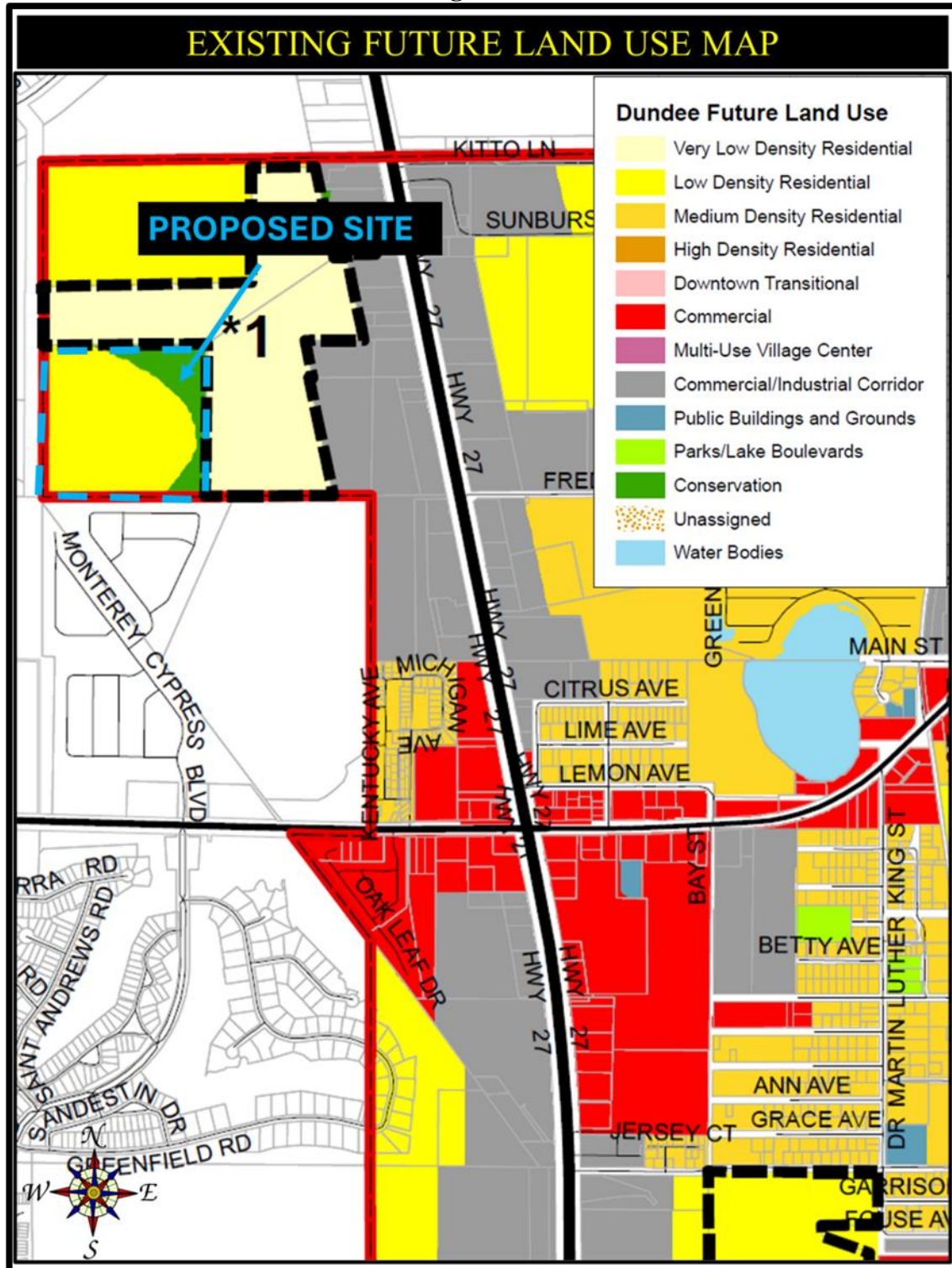
TOWN ATTORNEY – Frederick J. Murphy, Jr.

Composite Exhibit "A"
Ordinance No. 24-03
Legal Description and Excerpt from the Future Land Use Map
Page 1 of 3

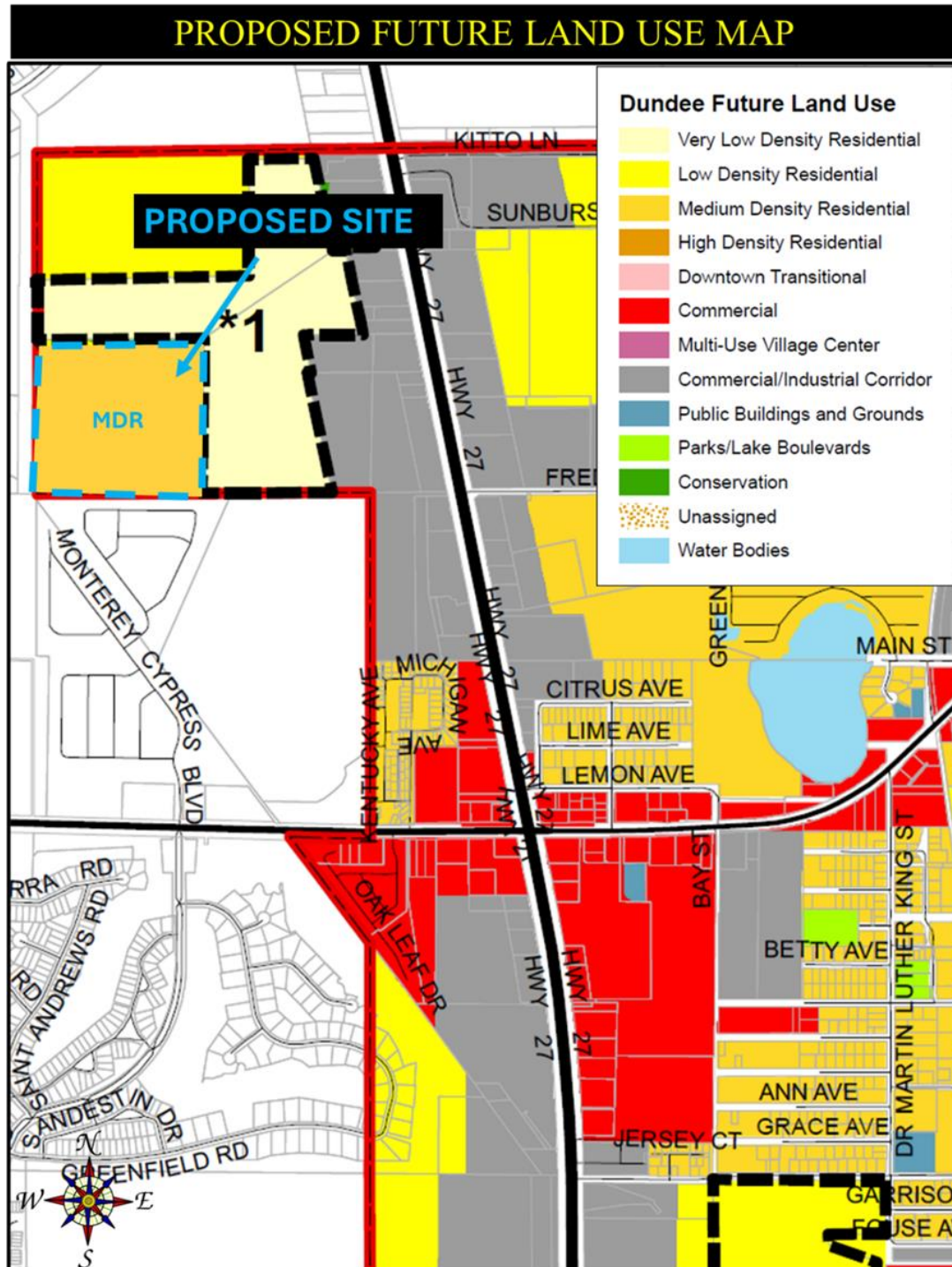
BAXTER GROVES LEGAL DESCRIPTION

THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS AND EXCEPT THE NORTH 128 FT. THEREOF; AND SUBJECT TO RIGHT OF WAY OF THE PEACE RIVER VALLEY DRAINAGE CANAL ALONG THE WESTERLY SIDE THEREOF.

Composite Exhibit "A"
Ordinance No. 24-03
Legal Description and Future Land Use Maps
Page 2 of 3



Composite Exhibit "A"
Ordinance No. 24-03
Legal Description and Future Land Use Maps
Page 3 of 3





TOWN COMMISSION MEETING

July 9, 2024 at 6:30 PM

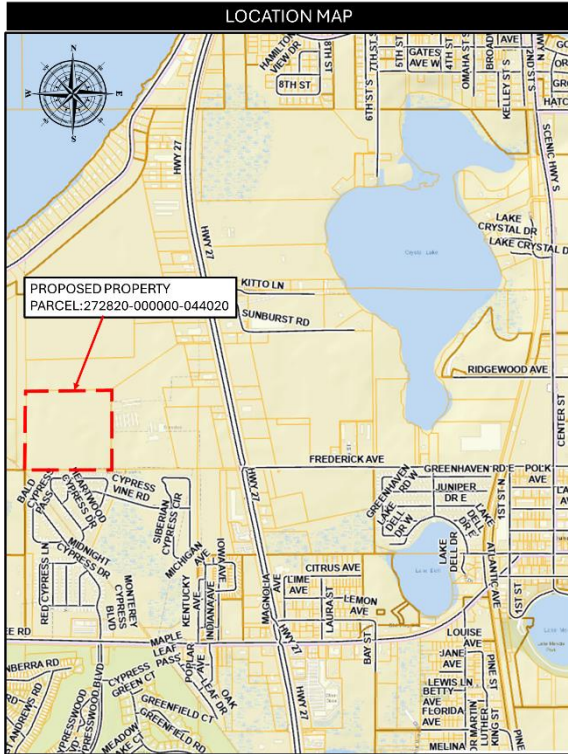
AGENDA ITEM TITLE:	DISCUSSION & ACTION, ORDINANCE 24-04 CYPRESS CREEK VILLAGE MHP ZONING MAP AMENDMENT
SUBJECT:	Town Commission will hear the second reading of Ordinance 24-04, a request for a Zoning Map amendment for Cypress Creek Village MHP Phase V and recommend approval or denial to the Town Commission.
STAFF ANALYSIS:	A request by Bryan Huner of Hunter Engineering Inc. to amend the Zoning Map for property located in the Town of Dundee from Moderate-Density Single Family Residential (RSF-2) and Conservation to Mobile Home Park (RMH-2) on approximately 35.09 +/- acres. The subject property is located north of Cypress Creek Village MHP, further described as parcel 272820-000000-044020.
FISCAL IMPACT:	No Fiscal Impact
STAFF RECOMMENDATION:	Staff recommends approval.
ATTACHMENTS:	Staff Report and Maps Ordinance 24-04

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment



To: Town Commission

Agenda Date: July 9, 2024

Department: Planning and Zoning

Discussion Topic: Zoning Map Amendment change from Low Density Residential & Conservation to Medium Density Residential.

Applicant: Bryan Hunter of Hunter Engineering, LLC

Property Owner: Baxter Groves, a Florida General Partnership

Planning & Zoning Board Recommendation: Approval 4-0

Town Commission Transmittal Hearing: June 25, 2024

Town Commission Adoption Hearing: July 9, 2024

DEO Comments: N/A

Prepared By: Lorraine Peterson, Development Director



SITE LOCATION

The proposed site is located on 35.09 +/- acres of land, west of Highway 27, north of Dundee Road, in the Town of Dundee in Section 20, Township 28, Range 27, further described as parcel 27-28-20-000000-044020.

BACKGROUND

The Applicant, Bryan Hunter of Hunter Engineering, LLC is requesting an amendment to the Future Land Use Map for property located in the Town of Dundee. The current FLU is Low Density Residential (LDR) and Conservation with the proposed FLU being Medium Density Residential (MDR) as it would be consistent with the Town of Dundee's FLU districts and compatible with the surrounding land uses.

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment

PROPOSED FUTURE LAND USE MAP AMENDMENT

Policy 2.4: Medium Density Residential

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

**Table 1:
Density/Intensity Information**

	Existing Zoning: RSF-2 & CN (35.09 +/- acres)	Proposed Zoning: RMH-2 (35.09 +/- acres)
Density/Intensity	Moderate- Density Residential: 4.0 DU/acre	Mobile Home Park: 6.6 DU/acre
Density Potential	140 DU	232 DU
Difference	Increase of 246 DU	

ANALYSIS

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

2.02.02.08. RMH2 mobile home park.

- (A) *FLUM designation:* Medium-density residential.
- (B) *Purpose:* The purpose of this district is to establish locations suitable for mobile home development on undivided property, along with open space and other amenities for the common use of residents; to designate those uses and activities which are appropriate for and compatible with such areas; and to establish standards and provisions necessary to ensure proper development and public safety in a mobile home park setting.
- (C) *Permitted principal uses and structures:* Mobile home parks.
- (D) *Accessory uses:*
 - 1. Clubhouse, laundry, swimming pool, and other shared facilities for the common use of the residents of the park.

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment

2. No more than one single-family home, at least 800 square feet in size, for the use of a resident manager.
 3. Carports, porches, and awnings which are physically attached to mobile homes. Such structures shall not exceed a cumulative total of 35 percent of the lot area.
 4. Storage area for boats, recreational vehicles, and other types of vehicles which exceed 30 feet in length. Storage area is for the use of park residents only and shall be fenced and landscaped. Storage of these units shall be prohibited on individual mobile home sites or on park roads.
- (E) *Special exception uses:* Recreational vehicle park, group home, church, public service facilities (see table of land uses).
- (F) *Minimum lot requirements:*
1. *Minimum size for development site:* Five acres, with a width of not less than 150 feet and a depth of not less than 200 feet.
 2. *Minimum size for mobile home site:* 4,000 square feet, with a width of not less than 40 feet.
- (G) *Maximum density:* 6.6 units per acre.
- (H) *Maximum building height:* 35 feet.
- (I) *Minimum floor area:* 800 square feet.
- (J) *Minimum yard requirements:*
1. No mobile home or structure shall be placed less than 50 feet from the front lot line or 30 feet from other lot lines. Where the development site adjoins property with a commercial or industrial zoning designation, the required side and rear setback shall be 15 feet.
 2. Mobile homes and structures shall be placed at least 20 feet from the pavement edge of private park roads.
 3. Mobile homes and freestanding structures serving as common facilities shall be at least 15 feet apart. No carport or other appurtenant structure may be installed on a mobile home less than ten feet from another mobile home or appurtenant structure. This distance shall be measured between the closest points of the units.
- (K) *Other requirements:*
1. *Ownership.* Mobile home parks may not be platted or otherwise divided by fee simple ownership; however, the sale of interests or memberships on a condominium basis is permitted. All facilities, including roads, shall be privately owned or owned in common by residents of the park, and shall not occupy parcels of land which are deeded separately from the rest of the park. The Town of Dundee shall not be

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment

responsible for maintenance and/or repair of common facilities within a mobile home park.

2. *Parking.* For each mobile home site, two paved off-street parking spaces of ten feet by 20 feet each shall be provided.
3. *Common open space.* An area comprising 20 percent of the development site or five acres, whichever is less, shall be set aside as common open space as defined in article 9.
4. *Nonconformities.* No new mobile homes may be added to an existing mobile home park in an RMH district which does not comply with applicable requirements of this Code. However, previously installed units may be moved and additional property and common facilities may be incorporated into the site if such activities will eliminate nonconforming conditions or reduce the degree of nonconformity. See section 7.07.00.
5. *Site development plan.* No mobile homes, structures or facilities shall be installed or constructed until a site development plan meeting the requirements of section 7.02.00 of this Code has been submitted to and approved by the Town of Dundee. All improvements, regardless of timing or project phasing, shall be substantially consistent with the approved site development plan.

Where an existing mobile home park in an RMH district has no site development plan, such a plan shall be prepared and submitted to the town prior to the addition, improvement, rearrangement or replacement of park facilities or mobile homes.

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment

Surrounding Uses

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

Table 1: Surrounding Uses

Northwest Polk County Pasture w/ Residential FLU-RL-1 Zoning-	North Dundee Vacant Farmland FLU-VLDR & LDR Zoning-Unassigned & PUD-R	Northeast Dundee Vacant Farmland & Industrial FLU-VLDR & Commercial/Industrial Corridor Zoning-Unassigned & CH
West Polk County Pasture w/Commercial Building FLU-RL-1 Zoning-	Subject Site Vacant Farmland Current FLU-LDR & CN Current Zoning- RSF2/ CN Proposed FLU-MDR Proposed Zoning-RMH-2	East Dundee Nursery & Vacant Farmland FLU-LDR Zoning-Unassigned
Southwest Winter Haven Vacant Land FLU-NR Zoning-AG-1	South Winter Haven Cypress Creek Village FLUM-NSUB Zoning-PUD	Southeast Winter Haven Vacant Farmland FLU-RL & CON Zoning-PUD

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

Potable Water and Sanitary Sewer

Potable water and Sanitary sewer lines are not yet located in the area. An interlocal agreement with the city of Winter Haven for potable water and wastewater has been agreed upon, the agreement can be found as an attachment in this staff report.

Solid Waste

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

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment

Roads

Access to the proposed addition will be from within the previously constructed MHP in addition any proposed development will require a full traffic study to determine necessary off-site improvements. Coordination with FDOT is required.

Recreation

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

Environmental Impacts

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

School Impacts

If necessary, the Polk County School Board will review the proposed project as it continues through the subdivision review and approval stages. Any development will have to address school concurrency issues and any necessary mitigation.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment

Table 2: Consistency with the Comprehensive Plan

Comprehensive Plan Policy	Analysis
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.	There is an interlocal agreement with the city of Winter Haven.
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: 1. Infrastructure Element 2. Transportation Element 3. Capital Improvements Element 4. Public School Facilities Element	The proposed impacts of the potential Future Land Use map amendment can be facilitated. There is an interlocal agreement with the city of Winter Haven for potable water and wastewater.
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.	The property is located near an existing residential development.
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.	Adequate public facilities will be available at the time of final plat approval. There is an interlocal agreement for potable and wastewater with the city of Winter Haven.

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment

<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 School Board will review any proposed projects for concurrency determination during the subdivision review process.</p>
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DEVELOPMENT REVIEW COMMITTEE

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

DRC Team:

TOD Fire Chief- Chief Joseph Carbon

TOD Public Works Director-Johnathan Vice

TOD Utilities Director-Tracy Mercer

TOD Utilities Supervisor- Raymond Morales

TOD Development Director-Lorraine Peterson

TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC

TOD Consulting Attorney- Seth Claytor of Boswell & Dunlap, LLP

MOTION OPTIONS:

1. I move **approval of Ordinance 24-04**, a request by Bryan Hunter of Hunter Engineering, Inc. to amend the Zoning Map for property located in the Town of Dundee from Moderate-Density Single Family (RSF-2) & Conservation (CN) to Mobile Home Park (RMH-2) on approximately 35.09 +/- acres. The subject property is located north of the Cypress Creek Village MHP, further described as parcel 27-28-20-000000-044020 in Section 23, Township 29, and Range 27.
2. I move **approval with changes of Ordinance 24-04**, a request by Bryan Hunter of Hunter Engineering, Inc. to amend the Zoning Map for property located in the Town of Dundee from Moderate-Density Single Family (RSF-2) & Conservation (CN) to Mobile Home Park (RMH-2) on approximately 35.09 +/- acres. The subject property is located

Town of Dundee
Town Commission Staff Report
Cypress Creek Village MHP Phase V
Zoning Map Amendment

north of the Cypress Creek Village MHP, further described as parcel 27-28-20-000000-044020 in Section 23, Township 29, and Range 27.

3. **I move denial of Ordinance 24-04**, a request by Bryan Hunter of Hunter Engineering, Inc. to amend the Future Land Use Map for property located in the Town of Dundee from Moderate-Density Single Family (RSF-2) & Conservation (CN) to Mobile Home Park (RMH-2) on approximately 35.09 +/- acres. The subject property is located north of the Cypress Creek Village MHP, further described as parcel 27-28-20-000000-044020 in Section 23, Township 29, and Range 27.

Attachments: Legal Descriptions

Location Map

Existing Future Land Use Map

Proposed Future Land Use Map

Town of Dundee and Winter Haven Interlocal Agreement

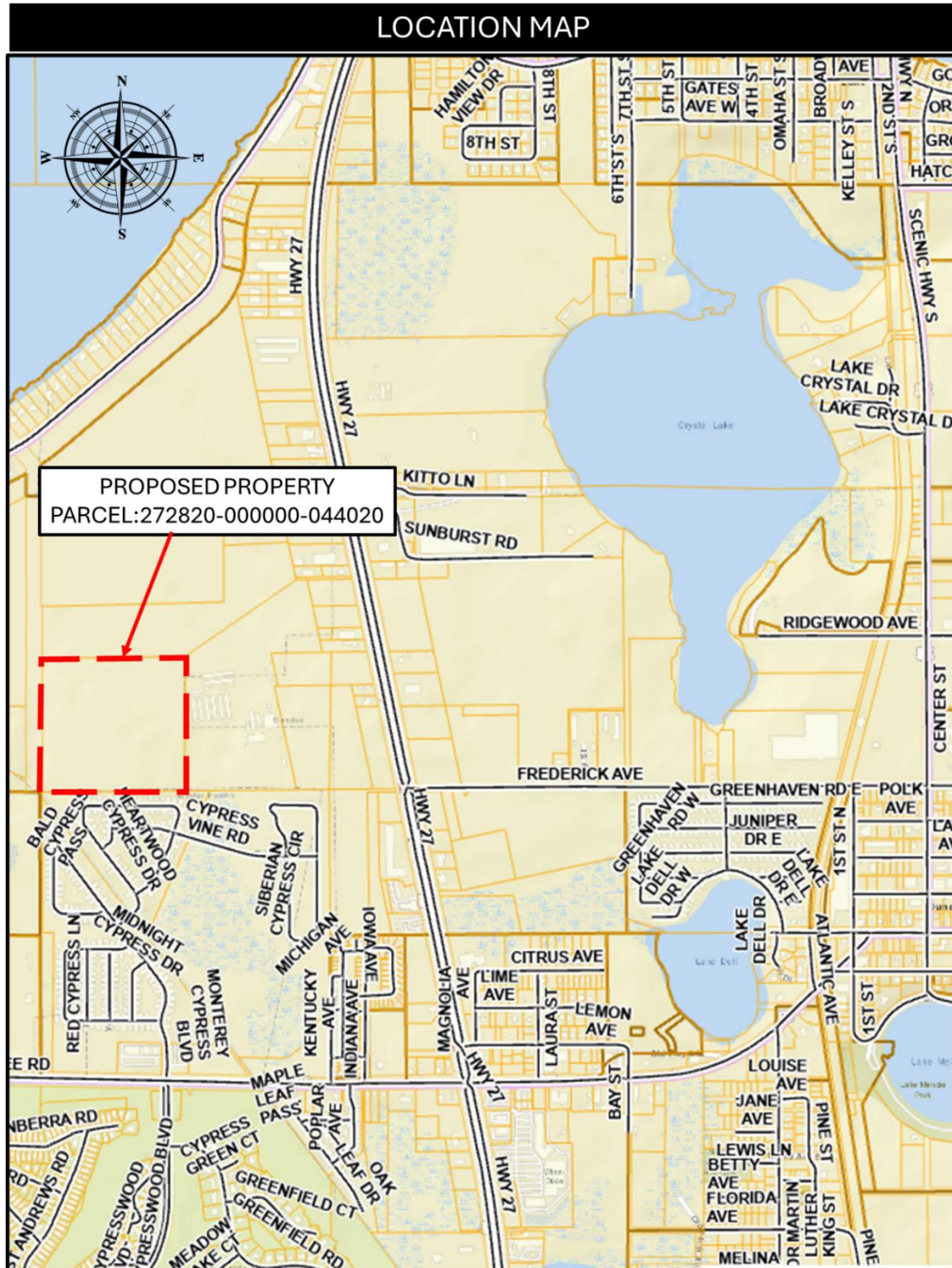
Town of Dundee
Town Commission Staff Report
Cypress Creek Village MHP Phase V
Zoning Map Amendment

BAXTER GROVES LEGAL DESCRIPTION

THE SW ¼ OF THE SW ¼ OF SECTION 20, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS AND EXCEPT THE NORTH 128 FT. THEREOF; AND SUBJECT TO RIGHT OF WAY OF THE PEACE RIVER VALLEY DRAINAGE CANAL ALONG THE WESTERLY SIDE THEREOF.

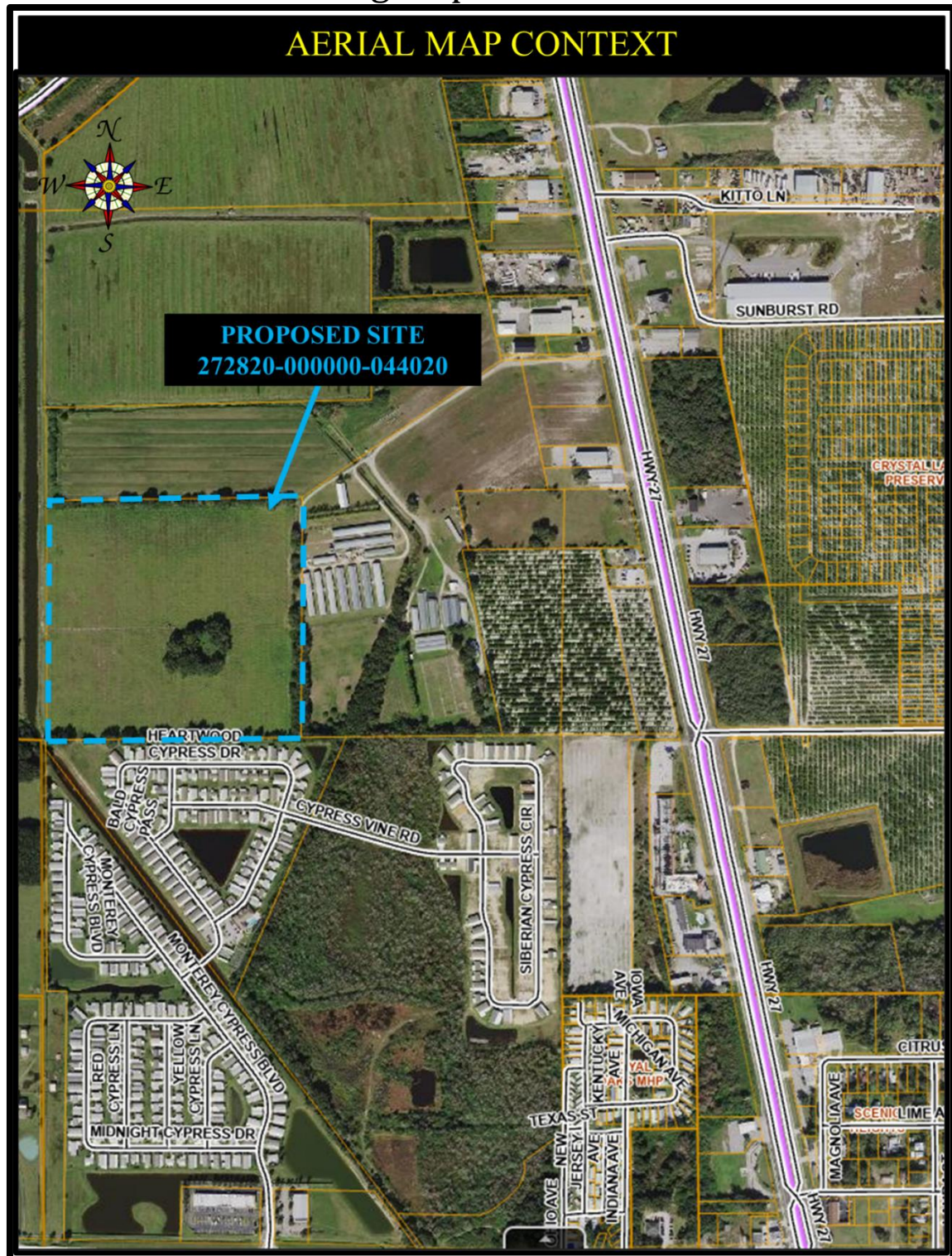
Legal Description

Town of Dundee Town Commission Staff Report Cypress Creek Village MHP Phase V Zoning Map Amendment



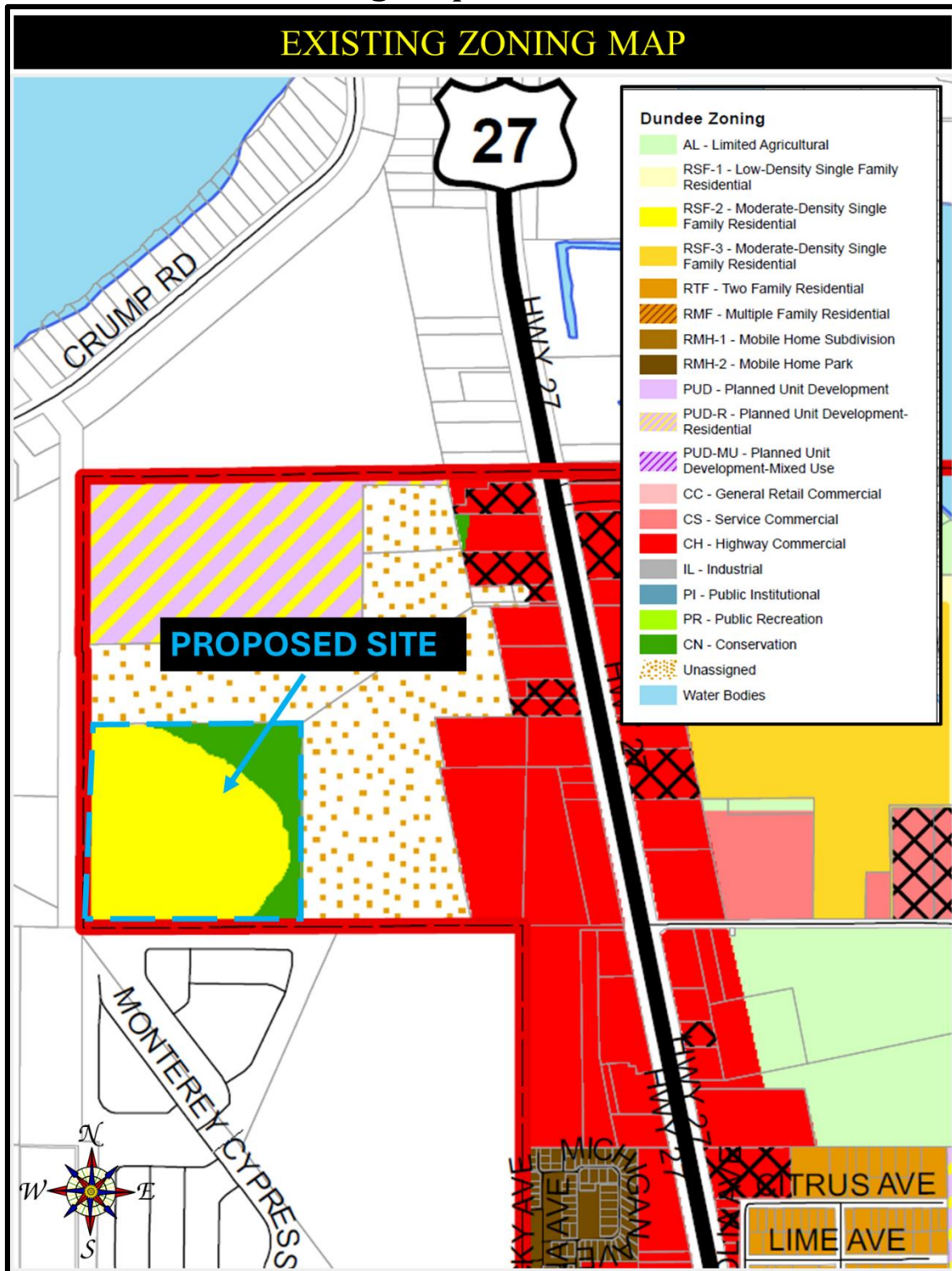
Location Map

Town of Dundee
Town Commission Staff Report
Cypress Creek Village MHP Phase V
Zoning Map Amendment



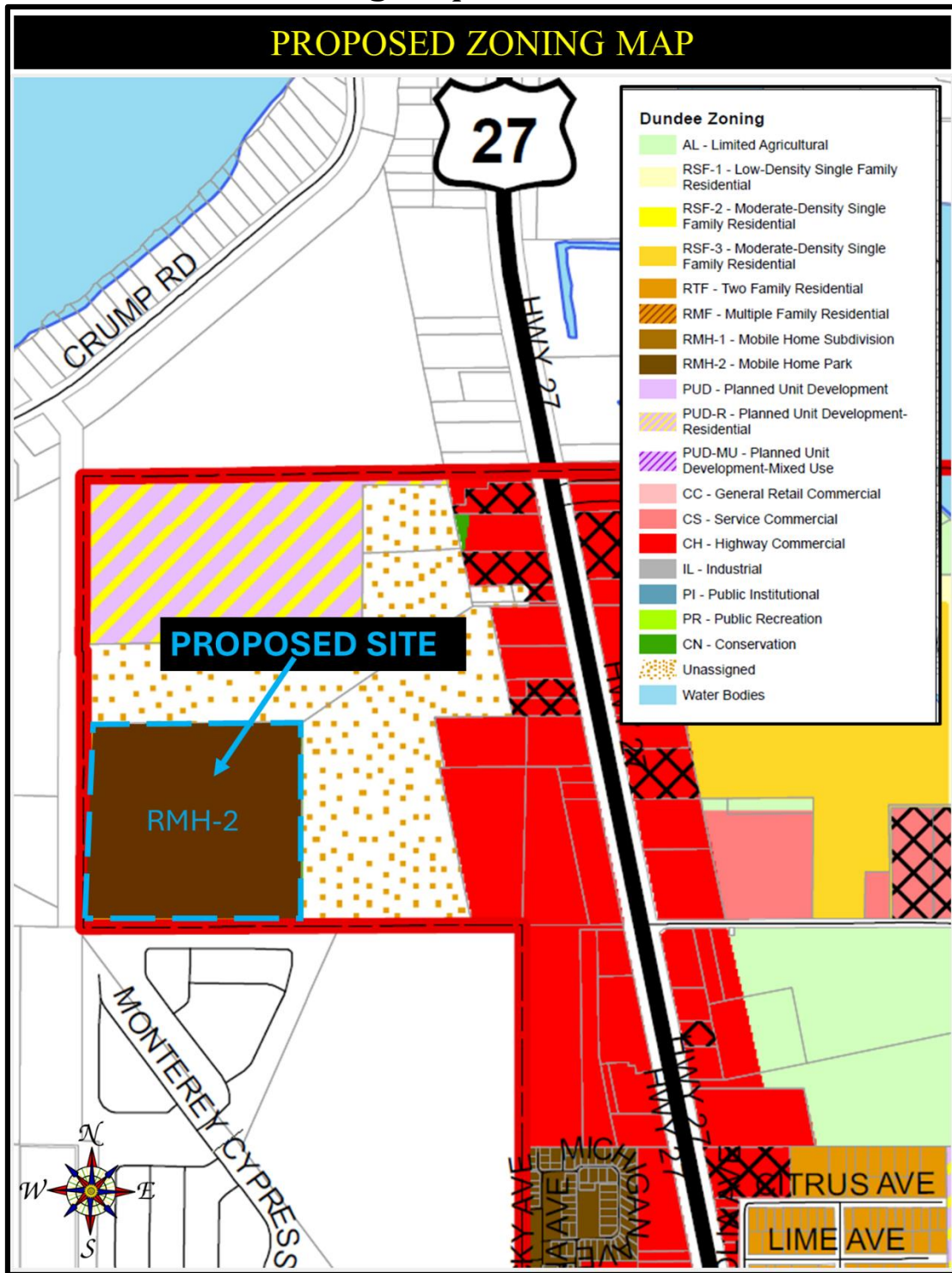
Aerial Map Context

Town of Dundee
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Cypress Creek Village MHP Phase V
Zoning Map Amendment



Existing FLUM Map

Town of Dundee
Town Commission Staff Report
Cypress Creek Village MHP Phase V
Zoning Map Amendment



Proposed Future Land Use Map

Town of Dundee Town Commission Staff Report Cypress Creek Village MHP Phase V Zoning Map Amendment

INTERLOCAL AGREEMENT FOR POTABLE WATER AND WASTEWATER UTILITY SERVICES

THIS INTERLOCAL AGREEMENT FOR POTABLE WATER AND WASTEWATER UTILITY SERVICES (the "Agreement") is made and entered into this ____ day of ____, 2024, by and between the municipalities of the Town of Dundee (hereinafter the "Town"), and the City of Winter Haven (hereinafter the "City"), Florida municipal corporations organized and existing under the laws of the State of Florida (hereinafter collectively the "Municipalities").

FACTUAL RECTIALS

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

WHEREAS, Baxter Groves (the "Owner"), a Florida general partnership, is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number 272820-000000-044020 (the "Property"); and

WHEREAS, Owner was conveyed fee simple ownership of the Property by virtue of that certain Warranty Deed (the "Deed") dated February 19, 1992, and recorded in Official Records Book 3068, Page(s) 0278, public records of Polk County, Florida; and

WHEREAS, copies of the Deed and Polk County Property Appraiser Parcel Details for the Property are attached hereto as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, on August 10, 2004, at a duly noticed public meeting, the Town Commission of the Town of Dundee passed and adopted Ordinance No. 04-101 (the "Ordinance") extending the corporate limits of the Town to include the Property within the

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Town's municipal boundaries; and

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

WHEREAS, City currently provides potable water, wastewater, and reclaim utility services to the *Cypress Creek Village Mobile Home Park Phases I – IV*; and

WHEREAS, Owner proposes to develop the Property (see **Exhibit "A"**) in order to design and construct the *Cypress Creek Village Phase V* (the "Development"); and

WHEREAS, copies of the proposed conceptual site plan and aerial depictions of the Development are attached hereto as **Exhibit "C"** and made a part hereof by reference; and

WHEREAS, Town and City acknowledge and agree that, on the effective date of this Agreement, the City has available capacity and the utility facilities readily available and necessary to provide potable water, wastewater, and reclaim utility service(s) to the Development; and

WHEREAS, Town and City mutually agree and acknowledge that the City has no general duty to supply potable water and/or wastewater utility service(s) to area(s) outside its corporate limits; and

WHEREAS, Section 163.01, Florida Statutes, the *Florida Interlocal Cooperation Act*, authorizes the Town and City, which also possess home rule and other general law authority, to enter into agreements with each other to ensure the most efficient use of their respective powers and to exercise, jointly, any power, privilege, or authority which agencies share in common and which each might exercise separately; and

WHEREAS, Town and City acknowledge that an interlocal agreement entered into pursuant to the *Florida Interlocal Cooperation Act* ("FICA"), codified in Part I of F.S. Ch. 163, is considered a contract binding the parties thereto; and

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WHEREAS, Town and City covenant and agree that they have the power and authority to enter into this Agreement and bind their respective governmental entities to the provisions of this Agreement; and

WHEREAS, Municipalities acknowledge that planned, orderly growth is essential to the economic and social well-being of the people of the Municipalities which are located in Polk County, Florida; and

WHEREAS, Municipalities acknowledge that orderly and economic growth depends in large part upon the ability of local governments to cooperate and provide an environment for development which includes, but is not limited to, the timely availability of public facilities and public services; and

WHEREAS, Municipalities acknowledge that public resources managed by local governments should be used in an efficient manner to foster growth and development in order to maximize the benefits of such growth and development to the residents and citizens; and

WHEREAS, Municipalities share and will share common municipal boundaries, and provide public utilities in the unincorporated areas surrounding the Municipalities, and recognize that interlocal cooperation in the provision of such services will prevent duplicate systems, eliminate confusion, foster planned and orderly expansion of public utilities, encourage controlled growth and development, prevent future conflict of utility and annexation boundaries, and maximize the beneficial use of public facilities, services and resources for the citizens and residents of the Municipalities; and

WHEREAS, Town and City acknowledge the validity and enforceability of the respective utility service area boundaries each has adopted, if any; and

WHEREAS, Town and City acknowledge and agree that, pursuant to the terms and conditions of this Agreement, City will provide extra-jurisdictional potable water, wastewater,

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and reclaim utility service(s) to the Development; and

WHEREAS, Town and City acknowledge and agree that, pursuant to the terms and conditions of this Agreement, the City will charge, bill, and collect from Town residents residing and/or located within the Development any applicable extra-jurisdictional utility service(s) rates which are established by the City in accordance with applicable Florida law; and

WHEREAS, Town and City acknowledge and agree that, for the sole purpose of providing utility service(s) to the Development, City will own, operate, and maintain the potable water, wastewater, and reclaim utility lines located within the corporate limits of the Town; and

WHEREAS, Town and City agree to enter into this Agreement as a matter of intergovernmental cooperation and coordination; and

WHEREAS, Town and City acknowledge and agree that, by entering into this Agreement, it is the intent of the Municipalities to conserve and protect water resources in the interest of public health, safety and welfare, and to avoid circumstances giving rise to the aforesaid duplications and resulting in uneconomical and wasteful operations; and

NOW THEREFORE, it is agreed and affirmed as follows: in consideration of the recitals, covenants, agreements and promises herein contained, the parties covenant and agree that the purpose of this Agreement is to extend and provide for how municipal potable water and wastewater utility service(s) for the proposed *Cypress Creek Village Phase 5* will be provided.

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 entry into this Agreement, and the Town and City hereby adopt the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and City.

2. **Definitions**. Term(s) used in this Agreement shall possess the meanings,

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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:

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

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

"Business Day(s)" means each calendar day which is not a Saturday, Sunday or a recognized holiday by both the City of Winter Haven and Town of Dundee, Florida.

"Development" means the design, construction, and improvements performed for the proposed *Cypress Creek Village Phase V* development project which is the subject of this Agreement and located on, over, under and across the Property.

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

"Term" means the duration of this Agreement which shall commence on the Effective Date and expire and/or terminate in accordance with the provisions set forth in Section 9 of this Agreement.

3. Interlocal Agreement and Purpose.

Town and City agree to enter into this Agreement pursuant to such special and general constitutional and statutory legal authority which includes, but is not limited to Chapters 163, 166 and 180, Florida Statutes (2023), in order to address among other things the City's provision of extra-jurisdictional water, wastewater and reclaimed water utility services for the proposed Development (as defined in §2 of this Agreement).

The purpose of this Agreement is to ensure that water, wastewater, and reclaim utility facilities and service(s) needed to reasonably support the proposed Development which is located within the corporate limits of the Town are available, and this Agreement is also intended to establish and expressly memorialize the respective rights and general obligations of the Town and City with respect to the ownership of the utility facilities and payment for said utility services.

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4. Operation and Maintenance of Facilities.

Unless otherwise agreed to by the Municipalities, the utility facilities for potable water, wastewater, and reclaim utility service(s) in and/or for the proposed Development (as defined in §2 of this Agreement) shall be owned and maintained by the City in accordance with the regulation(s) and requirement(s) prescribed by the City of Winter Haven Unified Land Development Code and/or City of Winter Haven Code of Ordinances; and any and all utility easements dedicated to the Town by the fee simple owner of the Property comprising the proposed Development within the corporate limits of the Town shall also run in favor of the City.

5. Connection Fees and Establishing Customer Utility Accounts.

At the time of building permit issuance for structures within the proposed Development (as defined in §2 of this Agreement), the Owner shall deliver payment to the City for all applicable connection fees for the Development and/or other applicable charges, rates, and fees set forth and/or established by the City for connecting to the City's utility system(s) and the provision of extra-jurisdictional utility service(s) at the time of service activation in accordance with City Code of Ordinances, policies and rules and regulations. Provided further that at the time that water, wastewater and reclaimed utility service is established for any structure within the Development then the customer/user within the Development shall establish an account(s) directly with the City for water, wastewater and reclaimed water utility services in accordance with applicable City Code of Ordinances, rules and regulations and as may be more specifically set forth in Paragraph 7(d) of this Agreement.

6. Coordination of Planning Activities.

The Municipalities recognize that to achieve the mutual goal of planning for and providing future development of their respective utility systems in an efficient, economic, and orderly

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manner, it will be necessary for each to maintain written communications with the other as necessary, concerning plans and actual development of water, wastewater, and reclaim utility facilities which lie adjacent to the service area of the adjoining Municipality which may or could affect the adopted Comprehensive Plans for future development of the systems of the other party. The Municipalities shall provide written communication to the other when the review and approval of new land development occurs along the Municipalities' shared municipal and/or utility service area borders or where the new development may impact the other. Such written communication will promote planned and actual implementation of improved public utilities and facilities along the Municipalities' shared municipal and utility service area borders.

7. Potable Water and Sanitary Sewer Areas.

a. City water, wastewater and reclaimed utility services extended into the corporate limits of the Town and within the Town's utility service area shall be designed in such a way, where appropriate, to facilitate the connection and/or interconnection (i.e. force main locations, size, etc.) with the existing City's utility facilities currently servicing previous phases of the Development located within the municipal limits of the City. The Owner and/or applicable developer(s) shall be responsible for any and all costs in providing lines and other related utility infrastructure to service the Development in accordance with applicable laws, City ordinances, rules and regulations for the municipality providing utility services. The City may elect to, amongst other things, upsize the lines and alter force main locations which may also include, but shall not be limited to, requiring development exactions and/or developers to pay all costs and expenses of the design, permitting and construction of utility infrastructure in accordance with applicable laws, ordinances, rules and regulations.

b. Municipalities agree not to provide water, sewer, and/or re-use water utility services in the established utility service area(s) of the other municipality other than as set forth herein.

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c. The utility facilities constructed for such water, wastewater and reclaimed utility services for the Development may be purchased by the Town when, if ever, it either has utilities and/or utility facilities available; and, pursuant to a separate written agreement, the terms and conditions for the transfer of service(s) and sale of utility facilities shall be agreed to and entered into by the Municipalities. Regardless of whether a sale is ever agreed upon, all Connection/impact fees shall be retained by the City for providing the water, wastewater and reclaimed utility services to the Development contemplated in this Agreement and said fees shall not be deducted from or accounted for in the purchase price of the facilities constructed for such utility services if a purchase ever occurs.

d. The City shall establish fees for providing utility services to the Development which is located within the corporate limits of the Town for the water, wastewater and reclaim utility services, which are the subject of this Agreement, consistent with applicable Florida law and City Code of Ordinances. Provided further the City shall bill all customers directly within the Development for all water, wastewater, and reclaimed utility services provided to such customers in accordance with the City's ordinances, rules and regulations applicable for customers outside the City's municipal limits and as those may be amended from time to time. Town agrees to cooperate with City to the extent the City determines it necessary and/or desirable relating to the establishment of accounts with customers within the Development with the City for the provision of City water, wastewater and reclaimed water utility services therein.

8. **Service Not Required**. Nothing herein shall be construed to require the Municipalities to serve any customer or customers deemed by the respective municipality to be not feasible, economically or physically, to serve. Further, this Agreement shall not be construed to place either a contractual, statutory, or any other legal obligation, on any of the

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parties hereto, to provide utility services outside its municipal and utility service area boundaries.

9. **Term of Agreement.** This Agreement shall remain in effect until such time as the City and Town mutually agree, in writing, to terminate the Agreement. This Agreement shall not be unilaterally terminated.

10. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third-party not a formal party hereto.

11. **Disclaimer of Security.** Notwithstanding any other provisions of this Agreement, the parties hereto expressly acknowledge that they have no pledge of or lien upon any real property, personal property, or any existing or future revenue source of the other as security for any amounts of money payable by the other under this Agreement.

12. **Notice.**

Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when: (1) hand delivered to the official hereinafter designated; or (2) upon receipt of such notice when mailed by certified U.S. mail, postage prepaid, return receipt requested, addressed to a party at the address set forth opposite the party's name below or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

AS TO TOWN: Tandra Davis
 Town Manager
 Town of Dundee
 202 E. Main Street
 Dundee, FL 33838

COPY TO: *(which shall not constitute notice)*
 Albert C. Galloway, Esquire
 Special Counsel for Town
 Town of Dundee

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116 East Stuart Avenue
Lake Wales, FL 33859-3339

AS TO CITY: T. Michael Stavres
City Manager
City of Winter Haven
451 Third Street, N.W.
Winter Haven, FL 33881

COPY TO: *(which shall not constitute notice)*
Frederick John Murphy, Jr., Esquire
City Attorney
City of Winter Haven
Boswell & Dunlap, LLP
245 S. Central Ave.
Bartow, FL 33830-4620

13. Severability

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

14. Applicable Law

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

15. Assignment

This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto.

16. Indemnification

16.1 Neither party hereto waives sovereign immunity except that consistent

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with all applicable State law, including, but not limited to Chapter 768, Florida Statutes, the parties agree to hold each other harmless for the negligent acts of itself, its officers, agents, and employees, but only to the extent permitted by law regardless of whether such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

16.2 If service provided hereunder is discontinued to a customer due to failure of the customer to pay for services provided, the party responsible for discontinuing service shall hold the other party harmless as to any and all claims or suits regarding such action.

17. **Entire Agreement; Effect on Prior Agreements.** This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

18. **Recordation.**

This Agreement shall constitute a covenant running with the Property which is the subject of the Development (as defined in §2 of this Agreement) and be recorded in the Public Records of Polk County, Florida.

19. **Counterparts.**

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

20. **Multiple Originals.** This Agreement has been prepared in duplicate in order that each of the Municipalities will receive a fully executed original upon adoption and execution by the parties hereto.

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21. Duty to Cooperate and Act 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

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

CITY OF WINTER HAVEN

By: _____
Nathaniel J. Birdsong, Jr., Mayor

ATTEST:

By: _____
Vanessa Castillo, MMC, City Clerk

LEGAL IN FORM AND VALID IF
ENACTED

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

TOWN OF DUNDEE

By: _____
Samuel Pennant, Mayor

ATTEST:

By: _____
Trevor Douthat, Town Clerk

LEGAL IN FORM AND VALID IF
ENACTED

By: _____
Albert C. Galloway, Jr.
Special Counsel

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3068 0278
 POLK OFF. REC. PAGE

EXHIBIT A
WARRANTY DEED

THIS WARRANTY DEED is made this 17th day of February, 1992, by DANA F. BAXTER (the "Grantor"), to BAXTER GROVES, a Florida general partnership, the address of which is P. O. Box 1879, Winter Haven, Florida 33882 (the "Grantee").

Grantor, in consideration of TEN DOLLARS (\$10.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, grants and conveys to Grantee that real property located in Polk County, Florida, more particularly described as follows:

The SW-1/4 of SW-1/4 of Section 20, Township 28 South, Range 27 East, LESS AND EXCEPT the North 128 feet thereof; and subject to R/W of Peace River Valley Drainage Canal along the Westerly side thereof;

AND

Together with and including the maturing citrus fruit crop for 1991-92 season now situated thereon.

SUBJECT TO taxes for 1992 and subsequent years.

The property is not the homestead or residence of the Grantor, nor is it contiguous to the homestead or residence of Grantor.

Grantor does hereby fully warrant the title to such property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed on the date first above written.

Witnesses:

✓ [Signature]
Name JOYCE P. JOHNSON

✓ [Signature]
Name W. Arthur Johnson

STATE OF FLORIDA
COUNTY OF POLK

✓ [Signature]
DANA F. BAXTER
Address: 4511 Pineland Ct.
Winter Haven, Florida

Documentary Tax Pd. \$ 1710.00
Intangible Tax Pd. \$ 0-
E. D. "Bud" Dixon, Clerk, Polk Co.
By: [Signature] Deputy Clerk

The foregoing instrument was acknowledged before me this 19th day of February, 1992, by DANA F. BAXTER, who is personally known to me or has produced _____ as identification and did take an oath.

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Parcel Details: 27-28-20-000000-044020

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[PRC](#)
[HTML PRC](#)
[TRIM](#)
[HTML TRIM](#)
[TAX BILL](#)

Owners [Recently purchased this property? Click here.](#)

BAXTER GROVES 100%

Mailing Address

Address Line 1 **120 SELVA VIS**

Address Line 2

Address Line 3 **WINTER HAVEN FL 33884-3651**

Physical Street Address [Looking for site address? Click here.](#)

Address Line 1 **0 US HIGHWAY 27**

Address Line 2

Postal City and Zip

City/St/Zip **DUNDEE FL 33838**

Parcel Information

Municipality / Taxing District **DUNDEE/SWFWMD (Code: 90460)**

Neighborhood **140990.00**
[Show Recent Sales in this Neighborhood](#)

Subdivision **NOT IN SUBDIVISION**

Property (DOR) Use Code **Unplatted tracts 30 to 59.99 acres (Code: 9925)**


Acreage **35.09**

[Community Redevelopment Area](#) **NOT IN CRA**

Property Desc

DISCLAIMER: This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. It is a description of the ownership boundaries only and does not include easements or other interests of record. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.


Area Map



Mapping Worksheets (plats) for 272820

[Mapping Worksheet](#)
[Mapping Worksheet Printable PDF](#)
[HTML \(opens in new tab\)](#)

Linked Tangible Personal Property Accounts

[Linked Accounts](#) 

Note: Tangible Personal Property is defined as everything other than real estate that has value by itself. Please click the + plus sign to show the list of TPP accounts linked to this parcel. Only first two owner names shown.

1 TPP Account(s)

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[List of Accounts](#)

Sales History

Important Notice: If you wish to obtain a copy of a deed for this parcel, click on the blue OR Book/Page number. Doing so will cause you to leave the Property Appraiser's website and access the Polk County Clerk of the Circuit Court's Official Records Search. Once the document opens, click the printer icon to print the document. If you have any issues opening the document once you have met all the listed system requirements, please contact the Clerk's office at (863)534-4000 and ask to speak to an IT staff member. If the Book/Page number does not have a blue link to Official Records, the deed may not be available through the [online records of the Clerk of the Circuit Court](#). In order to obtain a copy of the deed you will need to contact the Clerk of the Circuit Court Indexing Department at 863-534-4516. If the Type Inst is an "R", the document is not available through the Clerk of the Circuit Court's Official Records Search. Please contact the Property Appraiser to order "R" type instruments.

OR Book/Page	Date	Type Inst	Vacant/ Improved	Grantee	Sales Price
3068/0278	02/1992	W	V		\$285,000
1251/0950	10/1969		E		\$100

Exemptions

Important Notice: In 2022, the Florida Legislature increased property tax exemptions for residents who are widows, widowers, blind, or totally and permanently disabled from \$500 to \$5,000. The increased exemption amount will become effective as of January 1, 2023, for the 2023 tax year. This change does not affect your tax bill for 2022.

Note: The drop down menus below provide information on the amount of exemption applied to each taxing district. The HX—first \$25,000 homestead exemption may be allocated to one or more owners. The HB—second \$25,000 amended homestead exemption reflects the name of the first owner only.

Code	Bld. #	Description	% Ownership	Renew Cd	Year Name	Note	Value
If you have a Senior Exemption(Additional Homestead Exemption for Persons 65 and Older): For the 2024 tax year, the allowable total household adjusted gross income received during 2023 could not exceed \$36,614. If your total household adjusted gross income exceeded this limit, YOU MUST NOTIFY THIS OFFICE . Receiving no notification from the qualified senior will be considered a sworn statement, under penalty of perjury, that the income does not exceed the limit. Improperly claiming any exemption could result in a lien against your property. If you would like to receive a notice of renewal electronically, please send us an email at paoffice@polk-county.net with your name, property address, and confirmation of your request.							

PERMITS

The Polk County Property Appraiser's Office does not issue or maintain permits. Please contact the [appropriate permit issuing agency](#) to obtain information. This property is located in the **DUNDEE/SWFWMD** taxing district. The beginning of the description indicates permit agency (UNINCORP is an abbreviation for Unincorporated **POLK COUNTY**).

Land Lines

LN	Land Dscr	Ag/GreenBelt	Land Unit Type	Front	Depth	Units
1	* Residential	N	A	0	0	35.09

* For Zoning/Future Land Use contact Polk County or the Municipality the parcel is located in.

NOTICE: All information ABOVE this notice is current (as of Tuesday, April 23, 2024 at 5:05:38 AM). All information BELOW this notice is from the 2023 Tax Roll, except where otherwise noted.

Value Summary (2023)

Desc	Value
Land Value	\$338,452
Building Value	\$0

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Misc. Items Value	\$0
Land Classified Value	\$5,542
Just Market Value	\$338,452
*Cap Differential and Portability	\$0
Agriculture Classification	\$332,910
Assessed Value	\$5,542
Exempt Value (County)	\$0
Taxable Value (County)	\$5,542

*This property does not contain a cap or portability value.

Values by District (2023)

District Description	Final Tax Rate	Assessed Value	Final Assessed Taxes	Exemption	Final Tax Savings	Taxable Value	Final Taxes
BOARD OF COUNTY COMMISSIONERS	6.685200	\$5,542	\$37.05	\$0	\$0.00	\$5,542	\$37.05
POLK COUNTY SCHOOL BOARD - STATE	3.160000	\$5,542	\$17.51	\$0	\$0.00	\$5,542	\$17.51
POLK COUNTY SCHOOL BOARD - LOCAL	2.248000	\$5,542	\$12.46	\$0	\$0.00	\$5,542	\$12.46
TOWN OF DUNDEE	7.900000	\$5,542	\$43.78	\$0	\$0.00	\$5,542	\$43.78
SOUTHWEST FLA WATER MGMT DIST	0.204300	\$5,542	\$1.13	\$0	\$0.00	\$5,542	\$1.13
		Assessed Taxes:	\$111.93	Tax Savings:	\$0.00	Total Taxes:	\$111.93

Non-Ad Valorem Assessments (2023)

LN	Code	Desc	Units	Rate	Assessment
1	ST460	DUNDEE STORMWATER UTILITY	1.00	34.50	\$34.50
Total Assessments					\$34.50

Taxes

Desc	Last Year	2023 Final
Taxing District	DUNDEE/SWFWMD (Code: 90460)	DUNDEE/SWFWMD (Code: 90460)
Millage Rate	20.3370	20.1975
Ad Valorem Assessments	\$112.71	\$111.93
Non-Ad Valorem Assessments	\$34.50	\$34.50
Total Taxes	\$147.21	\$146.43

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this page, such as assessments for roads, drainage, garbage, fire, lighting, water, sewer, or other governmental services and facilities which may be levied by your county, city or any other special district. [Visit the Polk County Tax Collector's site for Tax Bill information related to this account.](#) Use the [Property Tax Estimator](#) to estimate taxes for this account.

Prior Year Final Values

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The Final Tax Roll is the 1st certification of the tax rolls by the Value Adjustment Board, per Florida Statute 193.122(2), F.S. This is the date all taxable property and tax rolls are certified for collection to the Tax Collector. Corrections made after this date are not reflected in the Final Tax Roll Values.

2022

Land Value	\$284,874.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$284,874.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00

2021

Land Value	\$256,839.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$256,839.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00

2020

Land Value	\$243,822.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$243,822.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00

2019

Land Value	\$243,822.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$243,822.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00

DISCLAIMER:

The Polk County Property Appraiser makes every effort to produce and publish the most current and accurate information possible. The PCPA assumes no responsibility for errors in the information and does not guarantee that the data are free from errors or inaccuracies. Similarly the PCPA assumes no responsibility for the consequences of inappropriate uses or interpretations of the data. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of the search facility indicates understanding and acceptance of this statement by the user.

Last Updated: Tuesday, April 23, 2024 at 5:05:38 AM

Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit A**

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment

EXHIBIT B

INSTR # 2004182036
 BK 05912 PGS 0909-0912 PG(s) 4
 RECORDED 09/07/2004 04:26:41 PM
 RICHARD M. WEISS, CLERK OF COURT
 POLK COUNTY
 RECORDING FEES 35.50
 RECORDED BY R Morris

FREDERICK J. MURPHY, JR.
 NICHOLS & DUNLAP LLP
 P.O. DRAWER 30
 BARTON, FL 32831-0030
Office

SPACE FOR RECORDING
 ORDINANCE NO.: 04-101

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY AS THE BAXTER GROVES PROPERTY; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE. (General Location: North Western portion of the Town, Property West of US 27 and North of Highway 542)

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

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

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

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

1. That the City Council of the Town of Dundee does hereby annex into the corporate limits of the Town of Dundee, Florida, the following described property:

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

Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit B**

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment

Ordinance 04-101
Page Two

2. All ordinances in conflict herewith are hereby repealed.
3. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.
4. This ordinance shall take effect immediately after second reading.

INTRODUCED on first reading this 2nd day of August, 2004.

PASSED on second reading this 10th day of August, 2004.

TOWN OF DUNDEE, FLORIDA



Mayor-Kevin Kito

ATTEST:



TOWN CLERK - Emily Chait

Approved as to form:



TOWN ATTORNEY - Frederick J. Murphy, Jr.

Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit B**

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment

Ordinance No. 04-101

EXHIBIT "A"

Page 1 of 2

Legal Description of subject parcel(s) being proposed for voluntary annexation

272820000000044020

SW ¼ of SW ¼ Less N 128 FT THEREOF & LESS CANAL R/W

The SW ¼ of SW ¼ of Section 20, Township 28 South, Range 27 East, LESS AND EXCEPT the North 128 feet thereof, and subject to R/W of Peace River Valley Drainage Canal along the Westerly side thereof;

A portion of Section 20, Township 28 South, Range 27 East, Polk County, Florida, described as follows: The Southwest ¼ of the Southwest ¼ of said Section 20, LESS AND EXCEPT the North 128 feet thereof, and subject to right-of-way of Peace River Drainage District Canal along the Westerly side thereof, more particularly described as:

Commence at the Southwest corner of said Section 20, thence North 89°34'02" East, along the South boundary of said Section 20, a distance of 27.98 feet to a point on the East right-of-way of said canal, said point being the POINT OF BEGINNING; thence North 00°03'02" East, along said East right-of-way, a distance of 1192.89 feet, to a point on a line which is 128 feet South of the North line of the Southwest ¼ of the Southwest ¼, of said Section 20; thence North 89°22'34" East, along said line which is 128 feet South of said North line, a distance of 1287.63 feet to a point on the East line of the Southwest ¼ of the Southwest ¼ of said Section 20; thence South 00°29" West, along said East line, a distance of 1198.48 feet, to the Southwest corner of the Southwest ¼ of the Southwest ¼ of said Section 20; thence South 89°37'13" West, along the South line of said Section 20, a distance of 1278.52 feet to the POINT OF BEGINNING.

Containing 35.25 acres.

Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit B**

Town of Dundee
Town Commission Staff Report
Cypress Creek Village MHP Phase V
Zoning Map Amendment

Ordinance No. 04-101

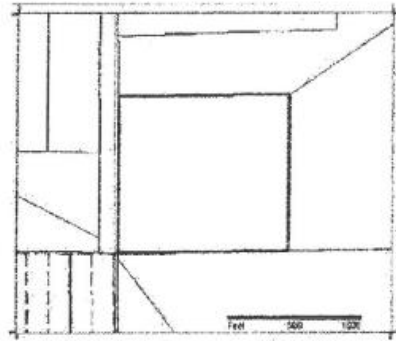
EXHIBIT "A"

Page 2 of 2

Legal Description of subject parcel(s)
being proposed for voluntary annexation

27282000000044020

SW ¼ of SW ¼ Less N 128 FT THEREOF & LESS CANAL R/W




Town of Dundee and Winter Haven Interlocal Agreement for
Cypress Creek MHP **Exhibit B**

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment



Town of Dundee

201 Carter Street PO Box 1000 Dundee, Florida 33525 (863) 419-3114 Fax (863) 419-3166 Dundee 016-3960

Petition for Annexation

Applicant

The following information is required for submission of an application to annex into the Town limits of Dundee, Florida. Please print or type the required information below. Attach three copies of the current survey with metes and bounds description of subject property certified to the Town of Dundee along with an aerial photograph and location map.

Name of Property Owner: Baxter Groves
 Mailing Address: 120 Selva Vie, Winter Haven 33884 Phone: (863) 294-7411
 Name of Representative, if applicable: Beard Knapp Development, LLC
 Mailing Address: 4500 US Hwy 92 E, St #1030 Lakeland Phone: (863) 665-0185
 Reason for Request: _____

Property Identification

Property Address or General Location: _____
 Present Use of the Property: _____
 Existing Structures Located on the Site: _____
 Total Acreage: 34± Ac Number of Residents on Site: 0
 Assessed Property Value: \$57,300 Taxable Value: \$57,300
 Legal Description of the Property: See Attached Deed
 Section: 20 Township: 28 Range: 27
 Subdivision: 000000
 Parcel I.D.#: 044020

Planning and Zoning Information

Present County Future Land Use Designation: _____
 Requested City Zoning Classification: PDD
 Requested City Future Land Use Designation: MS2 M-C

Note: Unless specific land use and zoning designations are requested, the City will assign designations which most closely conform with the actual use of the property or with designations of surrounding properties. An application fee will be assessed only on requests for land use and zoning changes which result in an increase in land use or zoning intensity over that allowed under the County designations. (You will need to fill out separate applications for land use/zoning requests.)

Date Received: _____ Received By: _____
 Hearing Date: _____ File Number: _____

Town of Dundee and Winter Haven Interlocal Agreement for
Cypress Creek MHP **Exhibit B**

Town of Dundee

Town Commission Staff Report

Cypress Creek Village MHP Phase V

Zoning Map Amendment

Town of Dundee Annexation Application
page 2

OWNER'S SIGNATURE PAGE

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

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

OWNERS

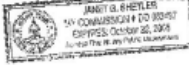
Baxter Groves
Dana F. Baxter Jr. - Gen. Partner
Signature of Owner Signature of Owner
Dana F. Baxter Jr.
Printed Name of Owner Printed Name of Owner

Signature of Owner Signature of Owner

Printed Name of Owner Printed Name of Owner

STATE OF FLORIDA OWNER'S NOTARIZATION
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 2nd day of July
2004 by Dana F. Baxter Jr. who is personally known
to me or who has produced a driver's license as identification and who did not take an oath.

 Janet G. Shetler
Notary Public
Notarial Seal and Commission
Expiration Date

Town of Dundee and Winter Haven Interlocal Agreement for
Cypress Creek MHP **Exhibit B**

Town of Dundee Town Commission Staff Report Cypress Creek Village MHP Phase V Zoning Map Amendment

Town of Dundee Annexation Application

page 3

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

I (We), Randall L. Knapp, Managing Member being
duly sworn, depose and say that I (we) serve as Agent for the owner(s)
(agent or lessee)
in making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this
capacity.

Further, I (we) depose and say that the statements and answers herein contained and other
information attached hereto present the arguments in behalf of the petition herein requested to
the best of (my) (our) ability and that the statements and information above referred to are in all
respects true and correct to the best of (my) (our) knowledge and belief.

AGENT, LESSEE, OR BUYER(S)

Randall L. Knapp, Managing Member, LLC
Randall L. Knapp, Managing Member
Signature of Agent, Lessee, or Buyer(s) Signature of Agent, Lessee, or Buyer(s)
Printed Name of Agent, Lessee, or Buyer(s) Printed Name of Agent, Lessee, or Buyer(s)


Signature of Agent, Lessee, or Buyer(s) Signature of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s) Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA **AGENT, LESSEE, OR BUYER(S) NOTARIZATION**
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 21 day of July
2009, by Randall L. Knapp, who is personally known
to me or who has produced a driver's license as identification and who did not take an oath.

Janet D. Shetter
Notary Public
Notarial Seal and Commission
Expiration Date



Town of Dundee and Winter Haven Interlocal Agreement for
Cypress Creek MHP **Exhibit B**

Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit B**

Town of Dundee Town Commission Staff Report Cypress Creek Village MHP Phase V Zoning Map Amendment

WARRANTY DEED

THIS WARRANTY DEED is made this 17th day of February, 1992, by DANA F. SARKIS (the "Grantor"), to SARKIS GROVES, a Florida general partnership, the address of which is P. O. Box 1479, Winter Haven, Florida 33882 (the "Grantee").

Grantor, in consideration of TEN DOLLARS (\$10.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, grants and conveys to Grantee that real property located in Polk County, Florida, more particularly described as follows:

The SW-1/4 of SW-1/4 of Section 10, Township 28 South, Range 21 East, LBS AND EXCEPT the North 1/2 Section thereof; and subject to A/W of Peace River Valley Drainage Canal along the Westerly side thereof;

AND

Together with and including the maturing citrus fruit crop for 1991-92 season now situated thereon.

SUBJECT TO taxes for 1992 and subsequent years.

The property is not the homestead or residence of the Grantor, nor is it contiguous to the homestead or residence of Grantor.

Grantor does hereby fully warrant the title to such property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed on the date first above written.

Witnesses:

Dana F. Sarkis
Name Dana F. Sarkis
Address 4711 Highland Ct
City Winter Haven, FL 33882

M. A. Sarkis
Name M. A. Sarkis
Address 4711 Highland Ct

Documentary Tax P. \$ 170.00
Mansions Tax P. \$ 0.00
E. O. 100 Polk County, Fla. Co.
By [Signature] Clerk

SIGNATURE OF GRANTOR
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 17th day of February, 1992, by DANA F. SARKIS, who is personally known to me or has produced to me as identification and did take an oath.

My Commission Expires: _____

This instrument prepared by:
Kerry M. Wilcox, Esq.
P. O. Box 7608
Winter Haven, FL 33882

RECORDED AND RETURNED
CLERK OF POLK COUNTY, FLA.
FEB 18 1992

3069 0278
POLK CO. REC. PAGE

020569 H917821 PM 9-16
this instrument was prepared based on information and a legal description furnished by the parties and no title information was requested or taken.

710.00


4 500 6-20-92

4

Town of Dundee and Winter Haven Interlocal Agreement for
Cypress Creek MHP **Exhibit B**

Town of Dundee Town Commission Staff Report Cypress Creek Village MHP Phase V Zoning Map Amendment

Polk County Property Appraiser, Property Information Card

Parcel ID: 47829940000044030 Owner: BAXTER, JERRY Multi-Owner(s): Mailing Address: 110 DUNN WAY WINTER HAVEN 33884 3651 Sub Address:	Value Information Land Value: \$172,000.00 Bldg. Value: \$0.00 Misc. Item(s) Value: \$0.00 Total Just Value (Market): \$172,000.00 Assessed Value: \$57,396.30 Exempt Value: \$0.00 Taxable Value: \$57,396.30 General Property Information Neighborhood #: 140990 Subdivision #: 000000 Subdivision Name: 2009 2N SUBDIVISION Land Use Code (LUC): 650A LUC Description: CITRUS W/IRRIG. Legal Description: 261/4 OF 261/4 ACRES W 1/4 PT TOWNSHIP 4 N RANGE 40E	Tax Information Property Tax: \$854.67 RFR: Special Assessment: Tax District: 10000 Millage: 16.92	Sketch  Sorry no sketch available for this record	
Sales Information Current Market: Vacant/Improved: V Sale Date: 01-February-1992 Sale Price: \$285,000.00 Old Price: \$0.00 CR Page: 270 Deed Type: W Death Parcel Sale: 03		SALE 1 01-February-1992 \$285,000.00 270 W 03	SALE 2 01-October-1969 \$0.00 251 559 01	SALE 3
Miscellaneous Return Information Description: Yr Bn: EN Yr Bn: Area: Units: Description: CONTRACTED Widowed Disability Other:		Exception Information Amount: \$0.00 Description: CONTRACTED Widowed Disability Other:	Residential Information Series: Year Bn: Full Bath: Full Bath: Full Bath: Living Area (SFLA): Total Under Roof:	
Land Information Classification: 1000 EFT: Front: Depth: Units/Type: Ag: YRS: 34 AC		Ag Information Class: CITRUS Sub Class: CITRUS Acres: 31 CITRUS 31 CITRUS 31 CITRUS 31 U 3		Commercial Information Year Bn: Full Bath: Unit: Structure Description: Area (Total Under Roof):

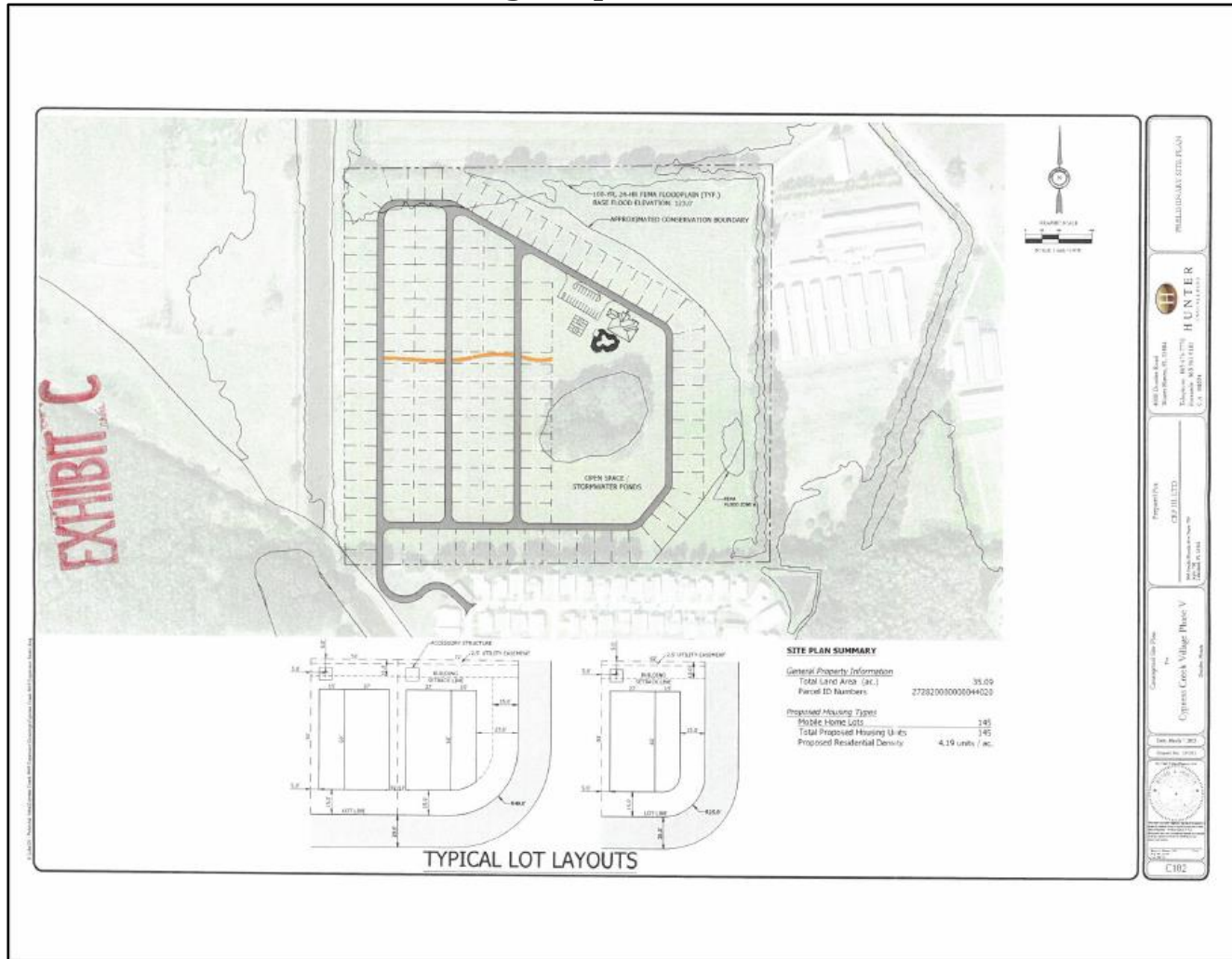
Please Note: All Value information is as of the last certified tax roll. Historic and economic exemptions are not reflected in these totals. The information provided is believed to be correct but is subject to change and is not guaranteed.

2/27/2004

4

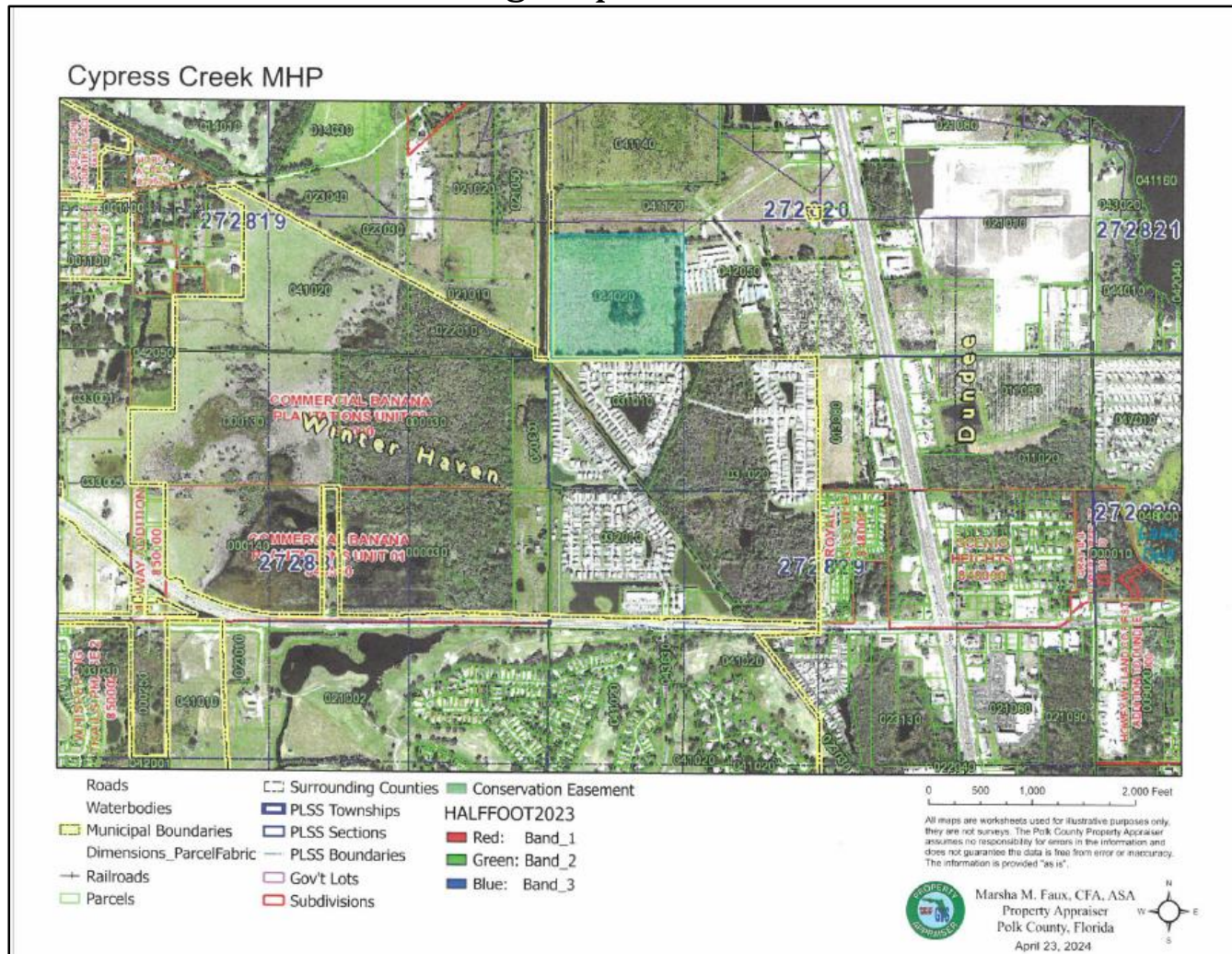
Town of Dundee and Winter Haven Interlocal Agreement for
Cypress Creek MHP **Exhibit B**

Town of Dundee Town Commission Staff Report Cypress Creek Village MHP Phase V Zoning Map Amendment



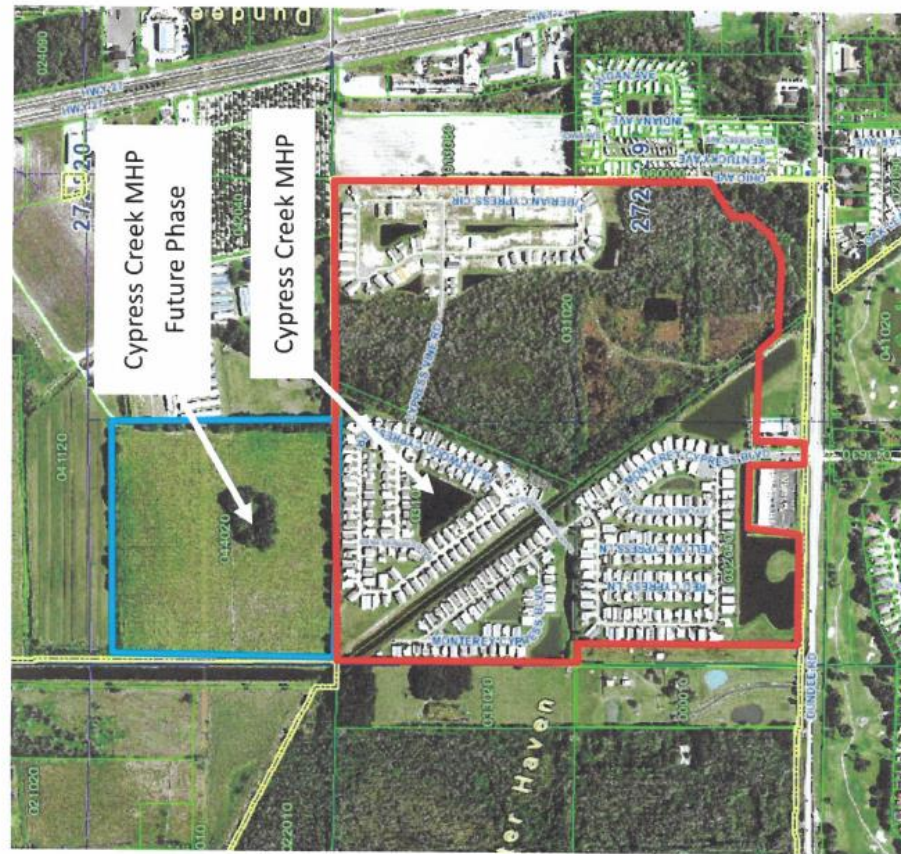
Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit C**

Town of Dundee Town Commission Staff Report Cypress Creek Village MHP Phase V Zoning Map Amendment



Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit C**

Town of Dundee
Town Commission Staff Report
Cypress Creek Village MHP Phase V
Zoning Map Amendment



Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit C**

ORDINANCE NO. 24-04

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM MODERATE DENSITY SINGLE FAMILY RESIDENTIAL (RSF-2) ON APPROXIMATELY 27.41 +/- ACRES AND CONSERVATION (CON) ON APPROXIMATELY 7.68 +/- ACRES TO MOBILE HOME PARK ZONING DISTRICT (RMH-2) ON APPROXIMATELY 35.09 +/- ACRES, FURTHER DESCRIBED AS POLK COUNTY PROPERTY APPRAISER PARCEL NO. 272820-000000-044020; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the applicant-initiated request to amend the Official Zoning Map designation(s) for property located in the Town of Dundee, Florida, from Moderate Density Single Family Residential (RSF-2) on approximately 27.41 +/- acres and Conservation (CON) on approximately 7.68 +/- acres to Mobile Home Park Zoning District (RMH-2) on approximately 35.09 +/- acres, further described as Polk County Property Appraiser Parcel No. 272820-000000-044020 (the "Property"); and

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

WHEREAS, on June 20, 2024, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for the assignment of Town zoning 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 June 20, 2024, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

WHEREAS, on June 20, 2024, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the assignment of Town zoning as set forth in this Ordinance to the Town Commission; and

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

WHEREAS, in exercise of its authority, the Town Commission of the Town of Dundee, Florida, has determined it necessary to amend the Official Zoning Map to amend the Town Zoning District assigned to the Property; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the enactment and adoption of this Ordinance No. 24-04 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 Ordinance No. 24-04 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 ENACTED BY THE PEOPLE OF THE TOWN OF DUNDEE, FLORIDA:

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

Section 2. Official Zoning Map. The Official Zoning Map of the Town of Dundee, Florida, is amended so as to change and/or assign the Official Zoning Map designation(s) for property located in the Town of Dundee, Florida, from Moderate Density

Single Family Residential (RSF-2) on approximately 27.41 +/- acres and Conservation (CON) on approximately 7.68 +/- acres to Mobile Home Park Zoning District (RMH-2) on approximately 35.09 +/- acres, further described as Polk County Property Appraiser Parcel No. 272820-000000-044020 (the "Property") as shown in **Composite Exhibit "A"** which is attached hereto and incorporated herein by reference.

Section 3. Severability. The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Ordinance shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 4. Conflicts. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided, however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the Town of Dundee Land Development Code (LDC) unless such repeal is explicitly set forth herein.

Section 5. Administrative Correction of Scrivener's Errors and Codification. It is the intention of the Town Commission that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code of Ordinances of the Town of Dundee is accomplished, sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk. This Ordinance shall not be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this enacting Ordinance shall be located in the Office of the Town Clerk of Dundee, Florida. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

Section 6. Effective Date. Pursuant to Section 163.3184 of the Florida Statutes, this Ordinance shall be effective on the effective date of the companion Future

Land Use Amendment accomplished via Ordinance No. 24-03 or immediately upon final adoption of this Ordinance on second reading and adoption public hearing, whichever occurs later in time.

INTRODUCED AND PASSED on first reading/public hearing at a regular meeting of the Town Commission of the Town of Dundee, Florida, held this 25th day of June, 2024.

PASSED AND FINALLY ADOPTED on second reading and adoption public hearing at the meeting of the Town Commission of the Town of Dundee, Florida, duly assembled on this _____ day of _____, 2024.

TOWN OF DUNDEE, FLORIDA

MAYOR- Sam Pennant

ATTEST:

TOWN CLERK – Trevor Douthat

Approved as to Form:

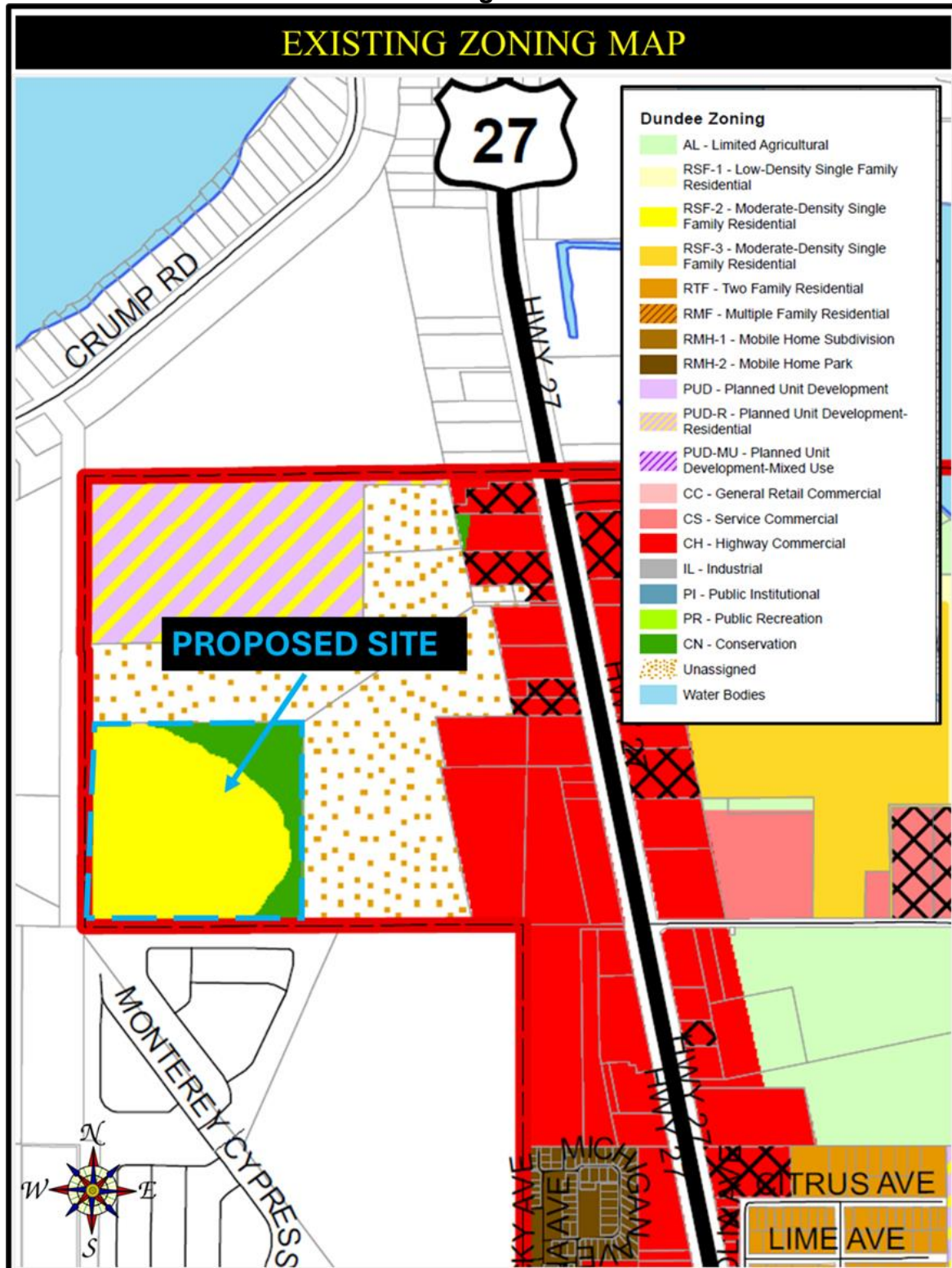
TOWN ATTORNEY - Frederick J. Murphy, Jr.

Composite Exhibit "A"
Ordinance No. 24-04
Legal Description and Zoning Maps
Page 1 of 3

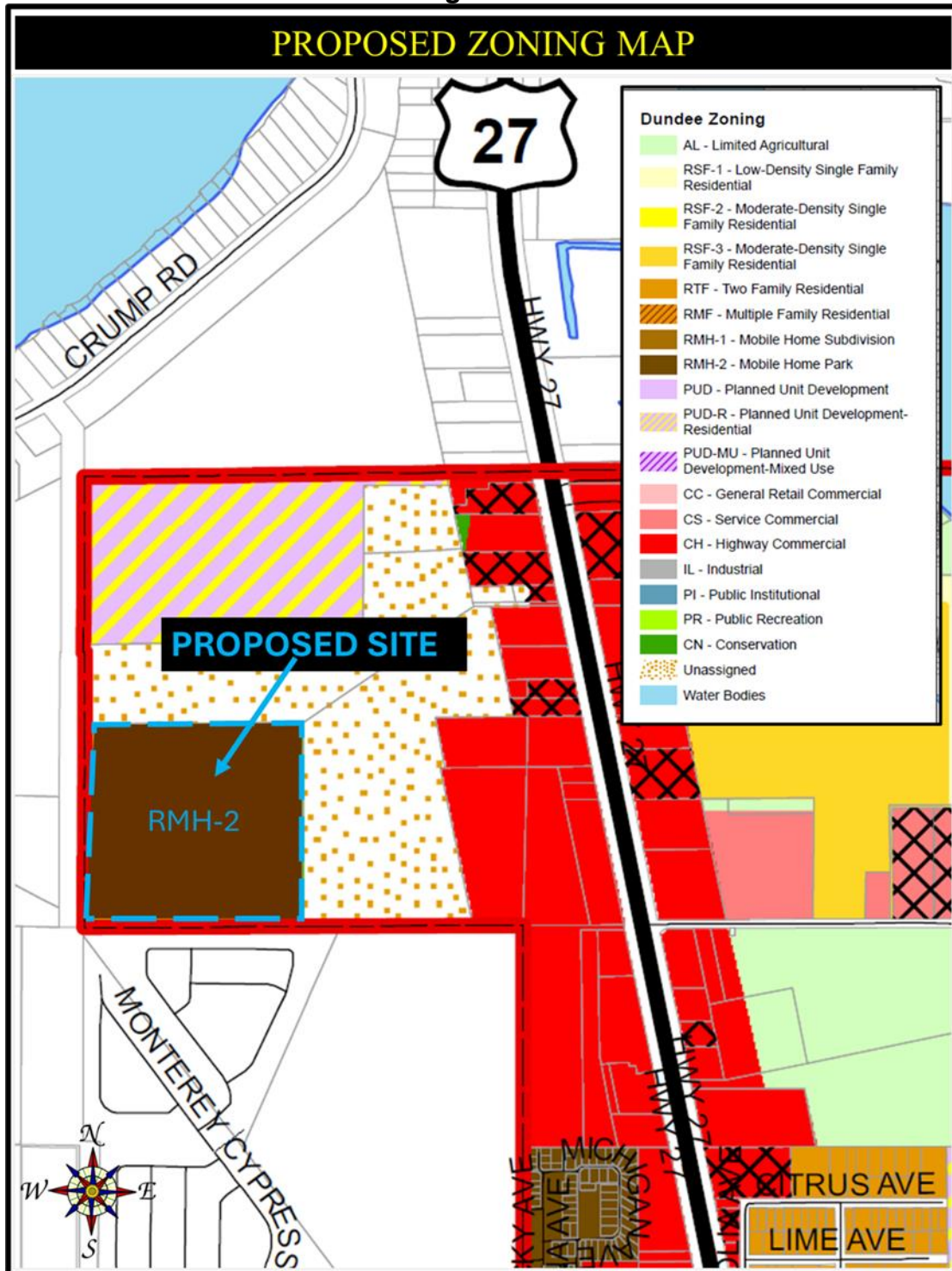
BAXTER GROVES LEGAL DESCRIPTION

THE SW ¼ OF THE SW ¼ OF SECTION 20, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS AND EXCEPT THE NORTH 128 FT. THEREOF; AND SUBJECT TO RIGHT OF WAY OF THE PEACE RIVER VALLEY DRAINAGE CANAL ALONG THE WESTERLY SIDE THEREOF.

Composite Exhibit "A"
Ordinance No. 24-04
Legal Description and Zoning Maps
Page 2 of 3



Composite Exhibit "A"
Ordinance No. 24-04
Legal Description and Zoning Maps
Page 3 of 3





TOWN COMMISSION MEETING

July 9, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, ORDINANCE 24-05 BOULEVARD TIRE FUTURE LAND USE MAP AMENDMENT
SUBJECT:	Town Commission will hear the second reading of Ordinance 24-05, a request for Future Land Use Map amendment for Boulevard Tire and recommend approval or denial to the Town Commission.
STAFF ANALYSIS:	A request by Bryan Huner of Hunter Engineering Inc. to amend the Future Land Use Map for property located in the Town of Dundee from Low Density Residential (LDR) to Commercial/Industrial on portions of 14.62 +/- acres of land located East of Hwy. 27, Northside of Sunburst Road, and Southside of Kitto Ln. Further described as parcel 272820-000000-021080.
FISCAL IMPACT:	No Fiscal Impact
STAFF RECOMMENDATION:	Staff recommends approval.
ATTACHMENTS:	Staff Report and Maps Ordinance 24-05

TOWN OF DUNDEE

TOWN COMMISSION STAFF REPORT

BOULEVARD TIRE FUTURE LAND USE MAP AMENDMENT

	To: Town Commission
	Agenda Date: July 09, 2024
	Department: Planning and Zoning
	Discussion Topic: Future Land Use Map Amendment change from Commercial/Industrial & Limited Agricultural to all Commercial/Industrial Corridor.
	Applicant: Bryan Hunter of Hunter Engineering, LLC
	Property Owner: Earl W. Colvard Living Trust Agreement
	Planning & Zoning Board Recommendation: Approval 4-0
	Town Commission Transmittal Hearing: 4-0 Approval
	Town Commission Adoption Hearing: Pending Hearing
	DEO Comments: pending
	Prepared By: Lorraine Peterson, Development Director

SITE LOCATION

The proposed site is located on a portion (5.60 +/- acres) of 14.62 +/- acres of land located East of Hwy. 27, Northside of Sunburst Rd., and Southside of Kitto Ln. Dundee Road, in the Town of Dundee in Section 20, Township 28, Range 27, further described as parcel 27-28-20-000000-021080.

BACKGROUND

The Applicant, Bryan Hunter of Hunter Engineering, LLC is requesting an amendment to the Future Land Use Map for property located in the Town of Dundee. The current FLU is Low Density Residential (LDR) to Commercial/Industrial Corridor on portions (5.60 +/- acres) of 14.62 +/- acres of land located East of Hwy. 27, Northside of Sunburst Road, and Southside of Kitto Lane. Further described as parcel 272820-000000-021080. A companion zoning map amendment to change from limited agricultural to industrial on portions (5.60 +/- acres) of 14.62 +/- acres of land is running concurrently with the FLU amendment.

TOWN OF DUNDEE

TOWN COMMISSION STAFF REPORT

BOULEVARD TIRE FUTURE LAND USE MAP AMENDMENT

PROPOSED FUTURE LAND USE MAP AMENDMENT

Policy 2.7: Commercial/Industrial Corridor

The primary function of the Commercial/Industrial Corridor classification is to accommodate commercial and light industrial needs of the market area. Residential uses may be permitted with proper buffering, including single-family houses, duplexes, apartments, and condominiums up to 9.99 dwelling units per acre. A maximum of 15% of the total acreage allocated to the Commercial/Industrial Corridor Future Land Use Category may include residential uses. Permitted commercial uses include retail stores, shopping centers, offices, services, financial institutions, hotels, motels, and restaurants. **Permitted light industrial uses include light manufacturing and assembly, truck and bus terminal facilities, warehousing and storage facilities excluding uses generating potentially harmful nuisance impacts.** Floor area ratios for commercial structures shall not exceed 2.0.

PROPOSED ZONING MAP AMENDMENT

2.02.02.12. IL industrial district.

- (A) FLUM designation: Commercial/industrial or downtown transitional.
- (B) Purpose: The purpose of the IL light industrial zoning district shall be to locate and establish areas within the Town of Dundee which are deemed suited for the development and maintenance of limited industrial activities of light intensity; to designate those uses and services deemed appropriate for location and development within said zoning district; and to establish such development standards as are necessary to ensure proper development and functioning of uses within the district.
- (C) Permitted principal uses and structures: The uses and structures marked as "P" in the Table of Land Uses are permitted.
- (D) Accessory uses: As set forth in section 2.01.02.
- (E) Special exception uses: The uses and structures marked as "S" in the Table of Land Uses may be permitted only following the review and specific approval thereof by the planning and zoning board and town commission.
- (F) Minimum lot requirements: None, provided that any lot shall be of adequate size and proportions to meet all applicable requirements of this ordinance.

TOWN OF DUNDEE

TOWN COMMISSION STAFF REPORT

BOULEVARD TIRE FUTURE LAND USE MAP AMENDMENT

- (G) Maximum building coverage: 50 percent.
- (H) Maximum building height: 35 feet.
- (I) Minimum floor area: Not applicable in this district.
- (J) Minimum yard requirements: No building, structure or land shall be located or used in connection with the operations of any establishment within 75 feet of any portion of a lot within a residential district; provided, however, that off-street parking and off-street loading spaces may be located within this setback area. In addition, the following requirements shall apply:
- (1) Front yard: 25 feet.
 - (2) Side yard: A combined total of 25 feet for both side yards, and a minimum width of ten feet for one yard.
 - (3) Rear yard: 25 feet.
 - (4) Buffering: Where applicable, buffering shall be provided in accordance with the provisions of section 2.03.00.
- (K) Other requirements:

Off-street parking and service requirements: As set forth in section 3.03.00.

Site plan review requirement: All permitted and special exception uses shall be subject to the site plan review requirements and procedures set forth in article 7.

**Table 1:
Density/Intensity Information**

	Existing FLU: Commercial/Industrial Corridor & Limited Agricultural 5.60 +/- acres of 14.62 +/- acres		Proposed FLU: all Commercial/Industrial Corridor 5.60 +/- acres to be changed of 14.62 +/- acres	
Density/Intensity	Limited Agricultural (AL): 1 DU/acre		Commercial/Industrial Corridor: 9.99 DU/acre (15% of total acreage allowed for residential use)/FAR max 2.0	
Density Potential	Residential: 1x5.60= 5.6 DU's	Commercial/Ind ustrial: N/A	Residential: 9.99x0.84= 8.39 DU's	Commercial/Indus trial: 243,936sq.ft.
Difference	Increase of 2.8 DU			

TOWN OF DUNDEE

TOWN COMMISSION STAFF REPORT

BOULEVARD TIRE FUTURE LAND USE MAP AMENDMENT

ANALYSIS

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

Surrounding Uses

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

Table 1: Surrounding Uses

Northwest Lake Hamilton Commercial FLU- Zoning-	North Dundee/Lake Hamilton Commercial Business/Residential FLU-Comm/Ind. Corridor Zoning-IL	Northeast Dundee/Lake Hamilton Residential/Lake Crystal FLU-LDR Zoning-AL
West Dundee Commercial w/ Communication Tower FLU-Comm/Ind. Corridor Zoning-CH/IL	Subject Site Boulevard Tire/ Vacant Land Current FLU-Comm/Ind. Corridor & AL Current Zoning- IL & AL Proposed FLU- Comm/Ind Corridor Proposed Zoning-IL	East Dundee Residential FLU-LDR Zoning-AL
Southwest Dundee Commercial FLU-Comm/Ind. Corridor Zoning-CH	South Dundee Crystal Lake Subdivision FLUM-LDR Zoning-RSF-3	Southeast Dundee Vacant Farmland FLU-LDR Zoning-RSF-1

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

TOWN OF DUNDEE

TOWN COMMISSION STAFF REPORT

BOULEVARD TIRE FUTURE LAND USE MAP AMENDMENT

Potable Water and Sanitary Sewer

This site is currently served by the Town of Dundee's potable water system and sanitary sewer is provided by the current business septic system.

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 addition will be from the current entrance and exit off Highway 27 and a traffic impact study will be reviewed at the time of site plan approval.

Recreation

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

Environmental Impacts

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

School Impacts

The current and proposed Future Land Use is a land use that does not pose any impacts of 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 STAFF REPORT

BOULEVARD TIRE FUTURE LAND USE MAP AMENDMENT

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
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.	Potable water is currently provided by the TOD, and septic serves as the wastewater option.
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: 1. Infrastructure Element 2. Transportation Element 3. Capital Improvements Element 4. Public School Facilities Element	The proposed impacts of the potential Future Land Use map amendment can be facilitated. There is an interlocal agreement with the city of Winter Haven for potable water and wastewater.
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.	The property is located near an existing development.

TOWN OF DUNDEE

TOWN COMMISSION STAFF REPORT

BOULEVARD TIRE FUTURE LAND USE MAP AMENDMENT

FLU Policy 6.2: Promote compact urban growth through the location of public facility expansions contiguous to existing development areas	The proposed use is an expansion of the current use and therefore represents a very efficient pattern of growth.
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.	Adequate public facilities will be available at the time of site plan approval to keep the levels of service in all areas.
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.	The current and proposed use is commercial/industrial and does not pose any impacts on the public school system.

DEVELOPMENT REVIEW COMMITTEE

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

DRC Team:

TOD Fire Chief- Chief Joseph Carbon

TOD Public Works Director-Johnathan Vice

TOD Utilities Director-Tracy Mercer

TOD Utilities Supervisor- Raymond Morales

TOD Development Director-Lorraine Peterson

TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC

TOD Consulting Attorney- Seth Claytor of Boswell & Dunlap, LLP

TOWN OF DUNDEE

TOWN COMMISSION STAFF REPORT

BOULEVARD TIRE FUTURE LAND USE MAP AMENDMENT

MOTION OPTIONS:

1. I move **approval of Ordinance 24-05 on second reading**, a request by Bryan Hunter of Hunter Engineering, Inc. to amend the Future Land Use Map for property located in the Town of Dundee from Limited Agricultural (AL) to Commercial/Industrial Corridor on portions (5.60 +/- acres) of 14.62 +/- acres of land. The subject property is located east of Hwy. 27, northside of Sunburst Rd., and the southside of Kitto Ln., further described as parcel 27-28-20-00000-021080 in Section 20, Township 28, and Range 27.

2. I move **approval with changes of Ordinance 24-05 on second reading**, a request by Bryan Hunter of Hunter Engineering, Inc. to amend the Future Land Use Map for property located in the Town of Dundee from Low Density Residential (LDR) to Commercial/Industrial Corridor on portions (5.60 +/- acres) of 14.62 +/- acres of land. The subject property is located east of Hwy. 27, northside of Sunburst Rd., and the southside of Kitto Ln., further described as parcel 27-28-20-00000-021080 in Section 20, Township 28, and Range 27.

3. I move **denial of Ordinance 24-05 on second reading**, a request by Bryan Hunter of Hunter Engineering, Inc. to amend the Future Land Use Map for property located in the Town of Dundee from Low Density Residential (LDR) to Commercial/Industrial Corridor on portions (5.60 +/- acres) of 14.62 +/- acres of land. The subject property is located east of Hwy. 27, northside of Sunburst Rd., and the southside of Kitto Ln., further described as parcel 27-28-20-00000-021080 in Section 20, Township 28, and Range 27.

Attachments: Legal Descriptions

Location Map

Existing Future Land Use Map

Proposed Future Land Use Map

Boundary Survey

TOWN OF DUNDEE

TOWN COMMISSION STAFF REPORT

BOULEVARD TIRE FUTURE LAND USE MAP AMENDMENT

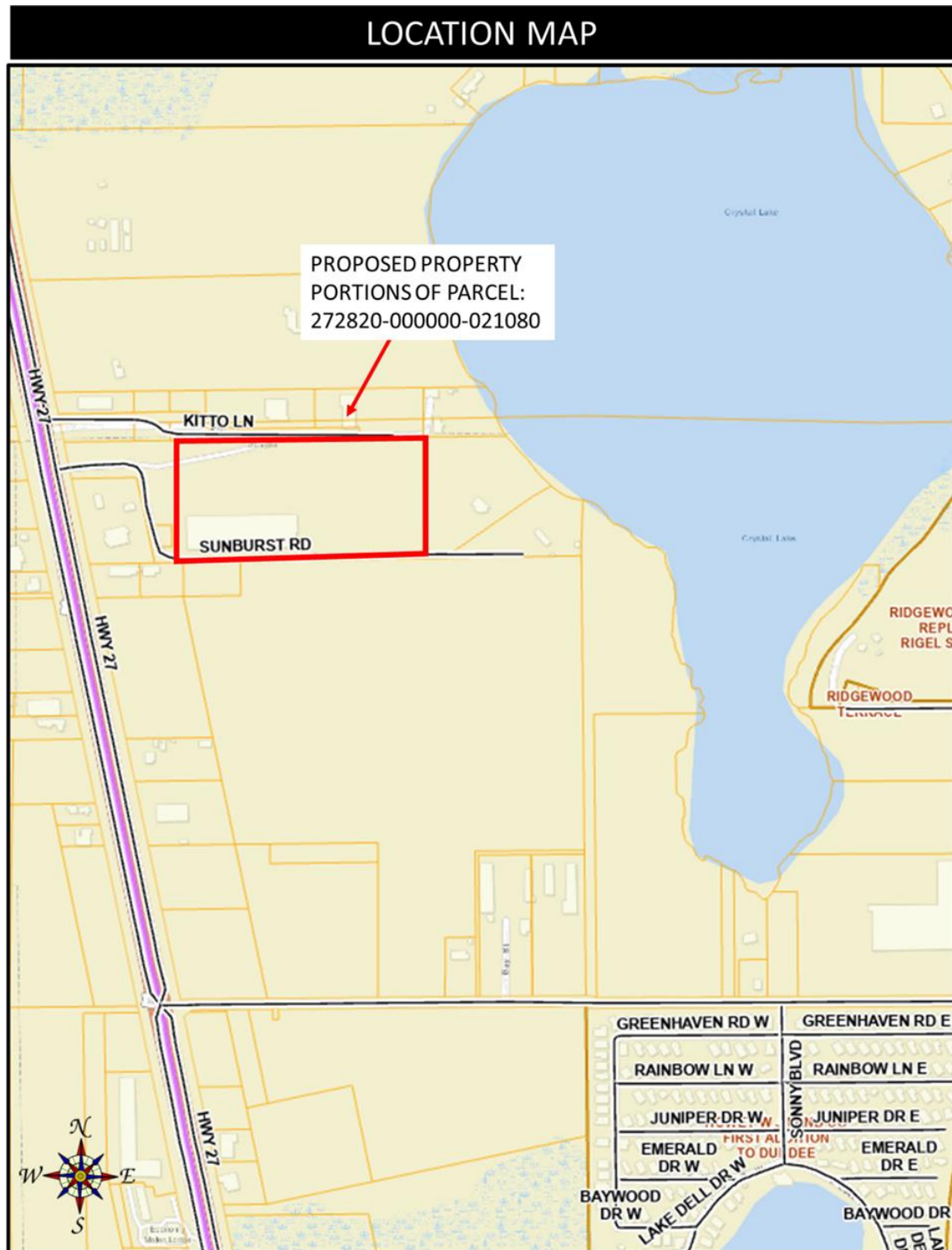
LEGAL DESCRIPTION OF PARCEL 1 (From Survey)

The East 1142 feet of the following described property in Section 20, Township 28 South, Range 27 East, Polk County, Florida:

COMMENCE at the Southeast corner of Section 20, Township 28 South, Range 27 East, Polk County, Florida, and run North 0 degrees 31 minutes West, along the Section line, 2044.50 feet to a concrete monument; thence run South 89 degrees 10 minutes West, 721.89 feet to a point, said point being the POINT OF BEGINNING. From the POINT OF BEGINNING run South 89 degrees 10 minutes West, 1241.04 feet to a concrete monument; run thence North 11 degrees 37 minutes West, 400 feet to a concrete monument; thence run South 89 degrees 10 minutes West, 300 feet to a concrete monument on the Easterly Right-of-Way boundary of U.S. Highway No. 27; thence run North 11 degrees 37 minutes West, along the said Right-of-Way, 171.67 feet to a concrete monument located in a fence line; thence run North 89 degrees 22 minutes East, along said fence line, to a point North of the POINT OF BEGINNING; run thence South 555.61 feet, more or less, to the POINT OF BEGINNING and to close.

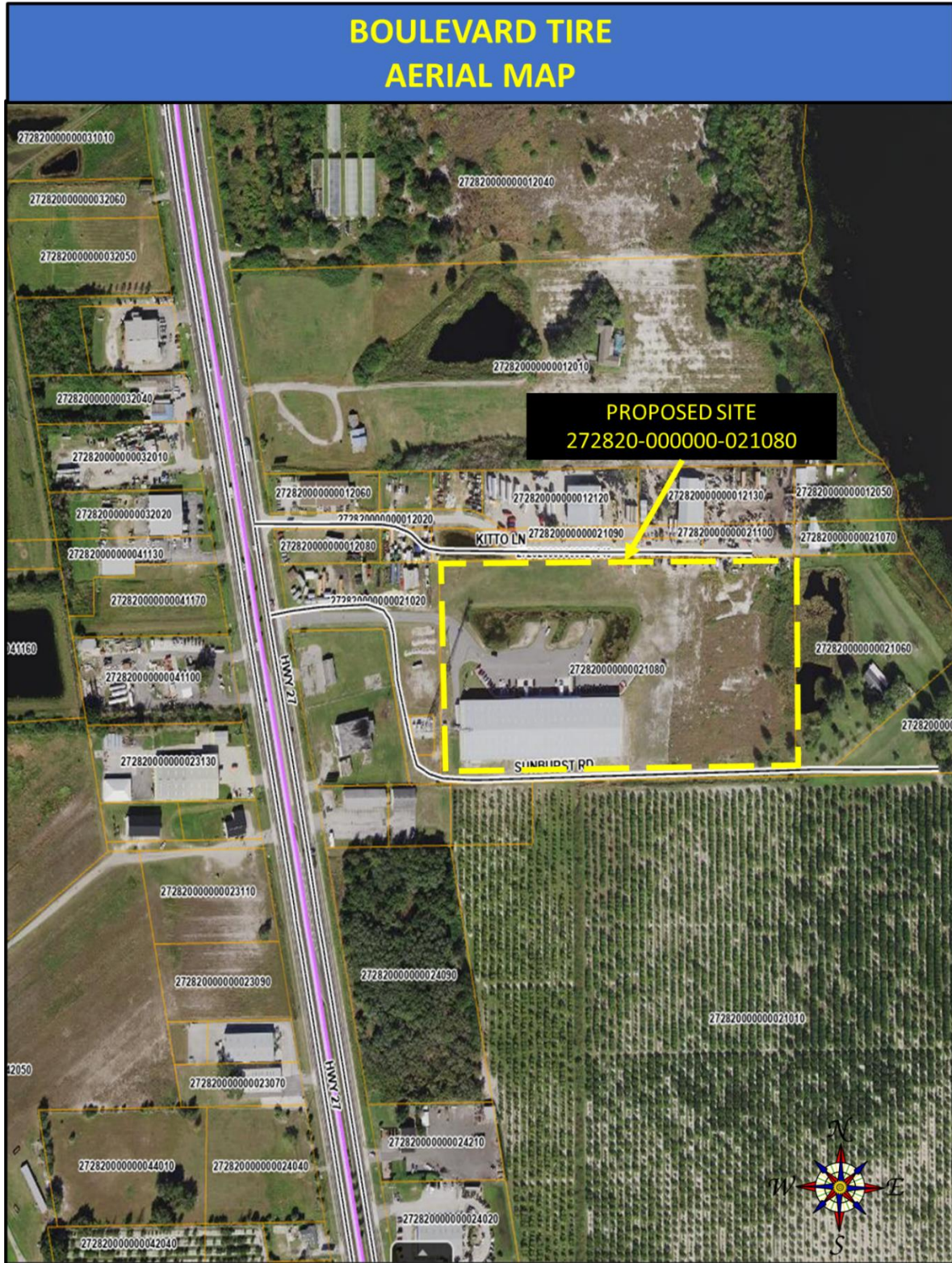
Legal Description

TOWN OF DUNDEE TOWN COMMISSION STAFF REPORT BOULEVARD TIRE FUTURE LAND USE MAP AMENDMENT



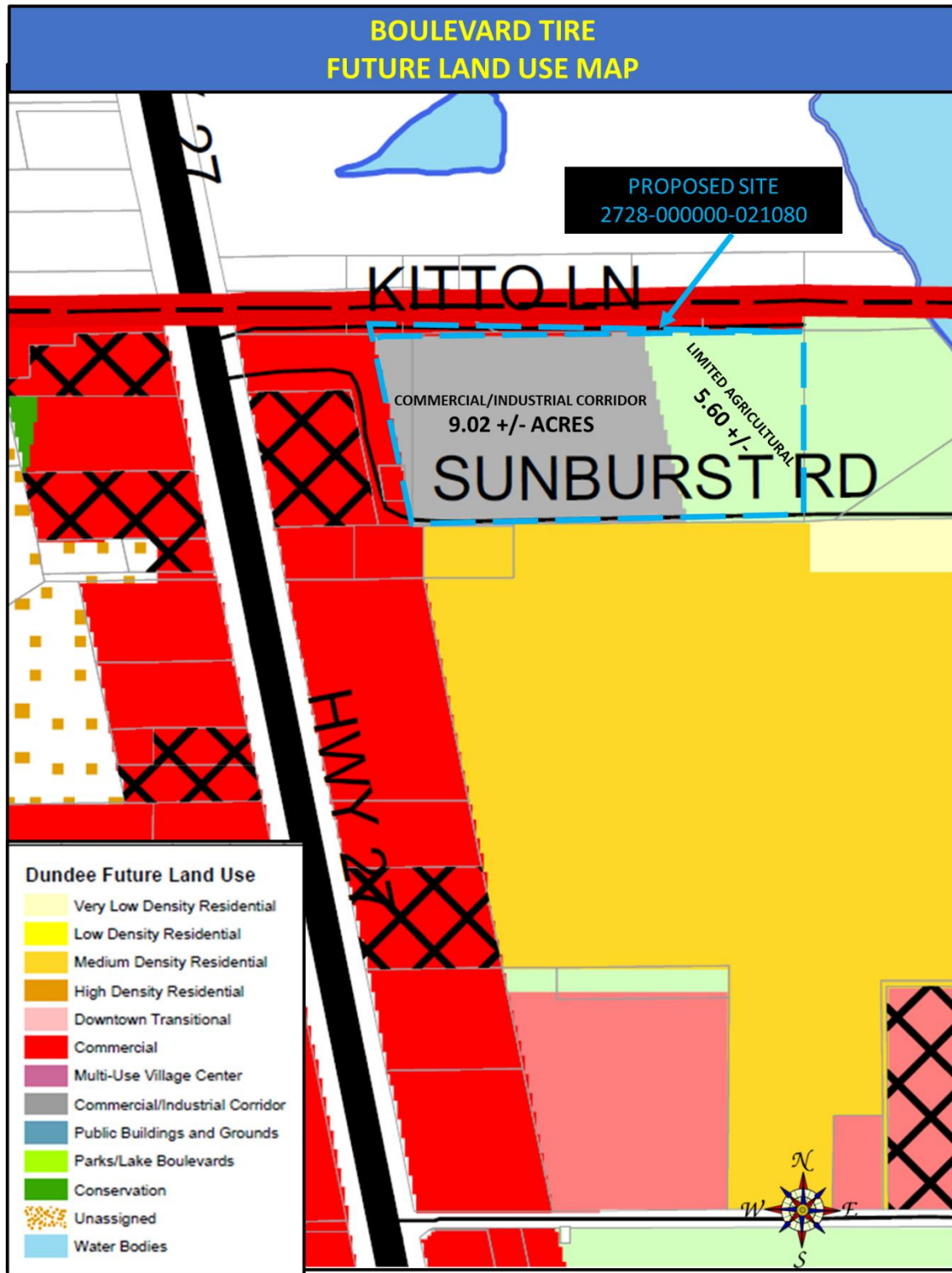
Location Map

TOWN OF DUNDEE TOWN COMMISSION STAFF REPORT BOULEVARD TIRE FUTURE LAND USE MAP AMENDMENT



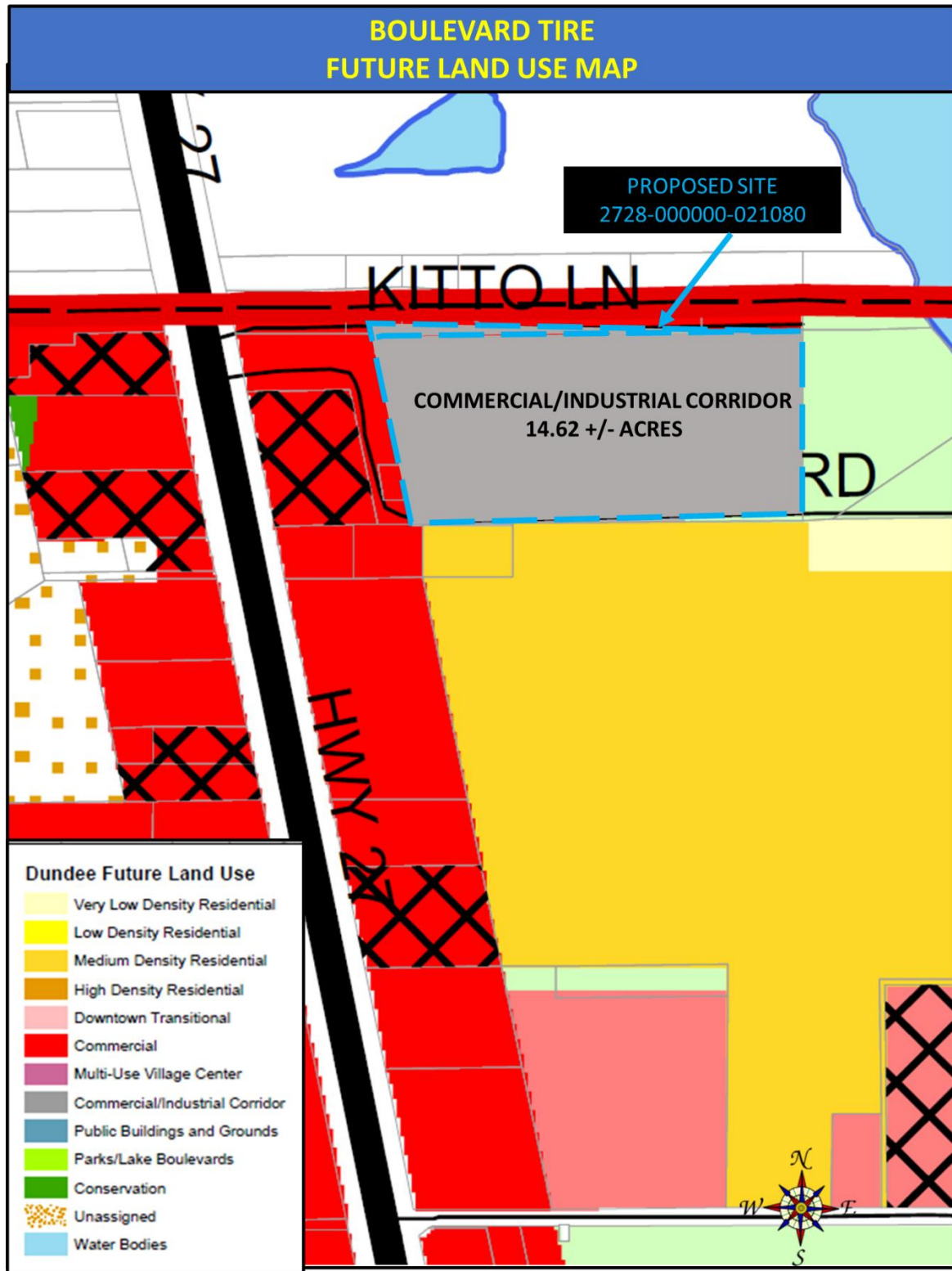
Aerial Map Context

TOWN OF DUNDEE TOWN COMMISSION STAFF REPORT BOULEVARD TIRE FUTURE LAND USE MAP AMENDMENT



Existing FLUM Map

TOWN OF DUNDEE TOWN COMMISSION STAFF REPORT BOULEVARD TIRE FUTURE LAND USE MAP AMENDMENT



Proposed Future Land Use Map

BOUNDARY SURVEY



ORDINANCE NO. 24-05

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR A PORTION OF PROPERTY LOCATED IN THE TOWN OF DUNDEE, FLORIDA, FROM LOW DENSITY RESIDENTIAL (LDR) FUTURE LAND USE DESIGNATION AND LIMITED AGRICULTURAL ON APPROXIMATELY 5.60 +/- ACRES TO COMMERCIAL INDUSTRIAL CORRIDOR FUTURE LAND USE DESIGNATION ON PROPERTY TOTALLING APPROXIMATELY 14.62 +/- ACRES; FUTHER DESCRIBED AS POLK COUNTY PROPERTY APPRAISER PARCEL NO. 272820-000000-021080; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the applicant-initiated request to amend the Future Land Use Designation(s) of Low Density Residential (LDR) and Limited Agricultural on approximately 5.60 +/- acres to Commercial Industrial Corridor Future Land Use Designation on property totaling approximately 14.62 +/- acres is consistent with the Future Land Use Element of the 2030 Comprehensive Plan of the Town of Dundee (the "Comprehensive Plan") and provides consistency between the existing land use and the surrounding area; and

WHEREAS, on June 20, 2024, pursuant to Section 163.3184 and Sections 166.041(3)(c)2, Florida Statutes, the Planning and Zoning Board, serving as the Local Planning Agency designated by the Town, and the Town Commission held duly noticed public meetings and hearings on the applicant-initiated amendment to the Town of Dundee 2030 Comprehensive Plan Future Land Use Map, which is legally described in

Composite Exhibit “A” and attached hereto and made a part hereof by reference; and

WHEREAS, on June 20, 2024, in accordance with the procedures required by Sections 166.041 (3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this Ordinance were considered by the Town’s Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, and such amendments were recommended to the Town Commission for adoption; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Commission held duly noticed public meetings and hearings on **Amendment 24-05**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

WHEREAS, in exercise of its authority the Town Commission has determined it necessary to adopt this **Amendment 24-05** to the Comprehensive Plan, which map is marked as **Composite Exhibit "A"** and is attached and made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the corporate limits of the Town of Dundee, Florida; and

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

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the enactment and adoption of this Ordinance No. 24-05 is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Ordinance No. 24-05 is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

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

Section 2. Future Land Use Map. The Town of Dundee 2030 Comprehensive

Plan Future Land Use Map is hereby amended to specifically reflect the assignment of the Future Land Use Designation(s) of Low Density Residential (LDR) and Limited Agricultural on approximately 5.60 +/- acres to Commercial Industrial Corridor Future Land Use Designation on property totaling approximately 14.62 +/- acres of land as legally described and depicted in **Composite Exhibit "A"** which is attached hereto and made a part of this Ordinance by reference.

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

Section 4. Severability. The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Ordinance shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. Administrative Correction of Scrivener's Errors and Codification. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the 2030 Comprehensive Plan of the Town of Dundee, Florida; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the 2030 Comprehensive Plan of the Town of Dundee is accomplished, sections of this Ordinance may be renumbered or re lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his or her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk. A certified copy of this enacting Ordinance and certified copy of the Town of Dundee Future Land Use Map and Comprehensive Plan shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication

charge.

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

INTRODUCED AND PASSED, on First Reading and public hearing this 25th day of June, 2024.

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

TOWN OF DUNDEE

MAYOR – Sam Pennant

Attest:

TOWN CLERK – Trevor Douthat

Approved as to Form:

TOWN ATTORNEY – Frederick J. Murphy, Jr.

Composite Exhibit "A"
Ordinance No. 24-05
Legal Description and Excerpt from the Future Land Use Map
Page 1 of 3

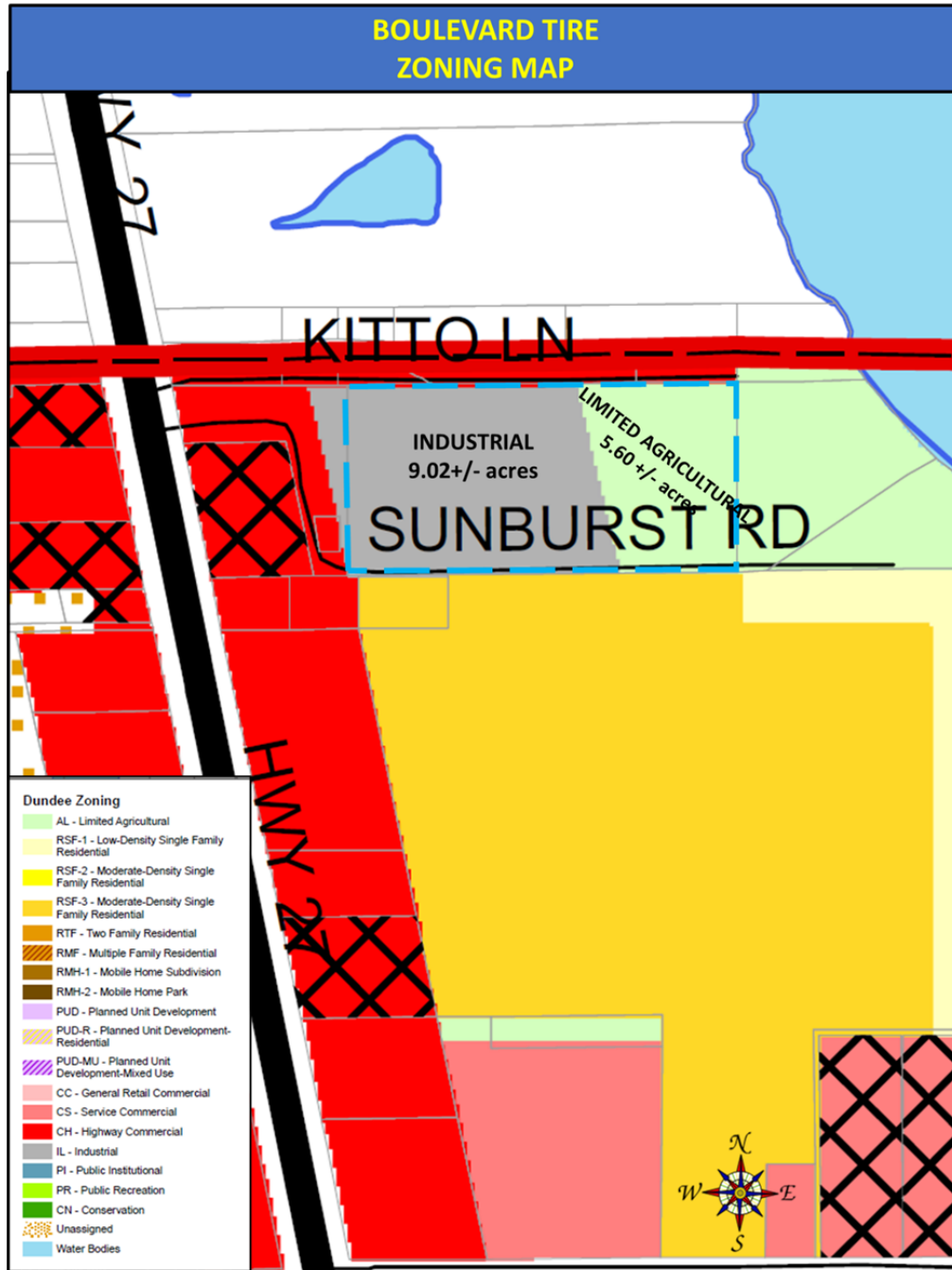
LEGAL DESCRIPTION OF PARCEL 1 (From Survey)

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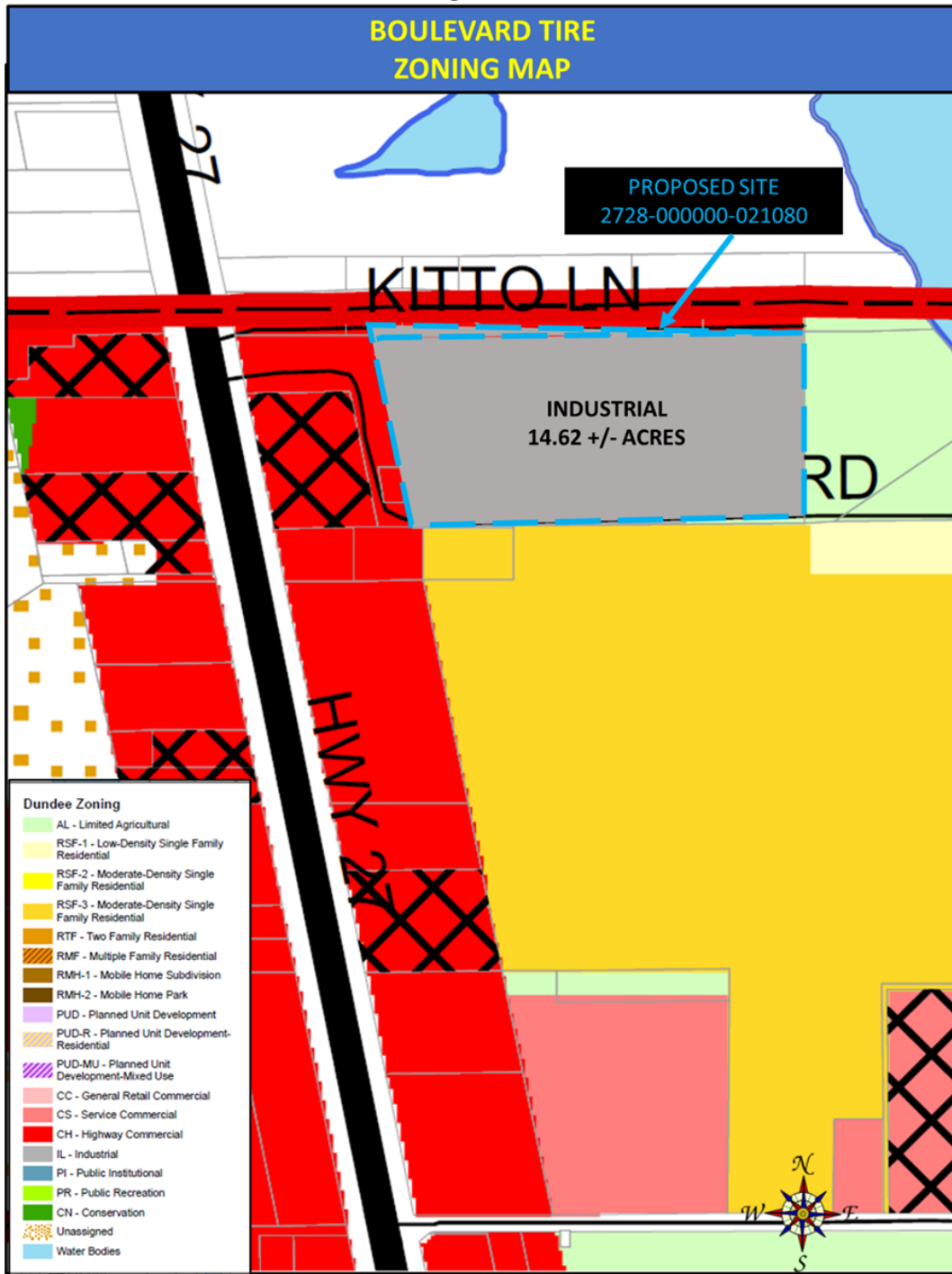
COMMENCE at the Southeast corner of Section 20, Township 28 South, Range 27 East, Polk County, Florida, and run North 0 degrees 31 minutes West, along the Section line, 2044.50 feet to a concrete monument; thence run South 89 degrees 10 minutes West, 721.89 feet to a point, said point being the POINT OF BEGINNING.

From the POINT OF BEGINNING run South 89 degrees 10 minutes West, 1241.04 feet to a concrete monument; run thence North 11 degrees 37 minutes West, 400 feet to a concrete monument; thence run South 89 degrees 10 minutes West, 300 feet to a concrete monument on the Easterly Right-of-Way boundary of U.S. Highway No. 27; thence run North 11 degrees 37 minutes West, along the said Right-of-Way, 171.67 feet to a concrete monument located in a fence line; thence run North 89 degrees 22 minutes East, along said fence line, to a point North of the POINT OF BEGINNING; run thence South 555.61 feet, more or less, to the POINT OF BEGINNING and to close.

**Composite Exhibit “A”
Ordinance No. 24-05
Legal Description and Future Land Use Maps
Page 2 of 3**



**Existing FLU Map
Composite Exhibit “A”
Ordinance No. 24-05
Legal Description and Future Land Use Maps**



Proposed Future Land Use Map



TOWN COMMISSION MEETING

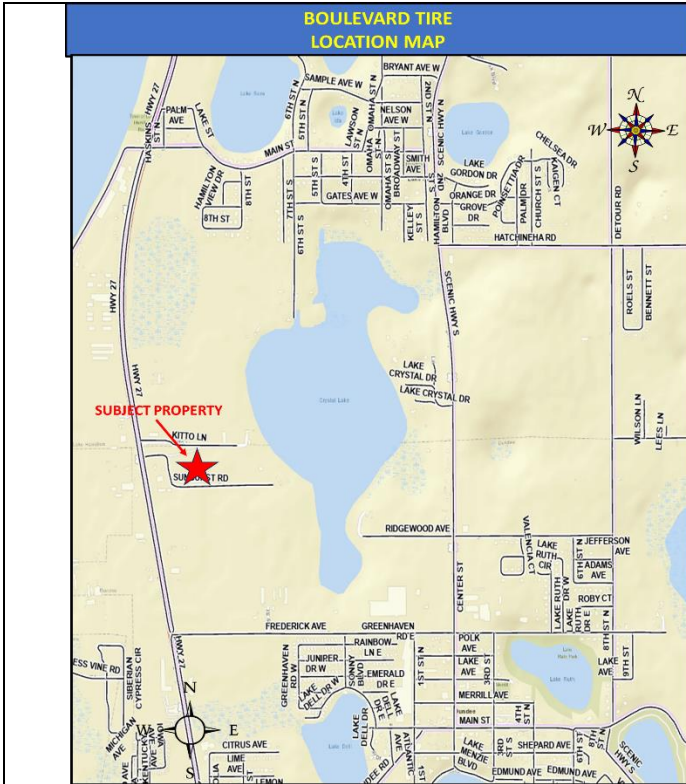
July 9, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, ORDINANCE 24-06 BOULEVARD TIRE ZONING MAP AMENDMENT
SUBJECT:	Town Commission will hear the second reading of Ordinance 24-06, a request for Zoning Map amendment for Boulevard Tire and recommend approval or denial to the Town Commission.
STAFF ANALYSIS:	A request by Bryan Huner of Hunter Engineering Inc. to amend the Zoning Map for property located in the Town of Dundee from Limited Agriculture (AL) and Industrial (IL) to Industrial (IL) on portions of 14.62 +/- acres of land located East of Hwy. 27, Northside of Sunburst Road, and Southside of Kitto Ln. Further described as parcel 272820-000000-021080.
FISCAL IMPACT:	No Fiscal Impact
STAFF RECOMMENDATION:	Staff recommends approval.
ATTACHMENTS:	Staff Report and Maps Ordinance 24-06

TOWN OF DUNDEE

TOWN COMMISSION STAFF REPORT

BOULEVARD TIRE ZONING MAP AMENDMENT



To: Town Commission

Agenda Date: July 09, 2024

Department: Planning and Zoning

Discussion Topic: Zoning Map Amendment change from Industrial & Limited Agricultural to all Industrial.

Applicant: Bryan Hunter of Hunter Engineering, LLC

Property Owner: Earl W. Colvard Living Trust Agreement

Planning & Zoning Board Recommendation: 4-0 recommending approval

Town Commission Hearing: 4-0 approval

Town Commission Hearing: pending hearing

DEO Comments: N/A

Prepared By: Lorraine Peterson, Development Director



SITE LOCATION

The proposed site is located on a portion (5.60 +/- acres) of 14.62 +/- acres of land located East of Hwy. 27, Northside of Sunburst Rd., and Southside of Kitto Ln. Dundee Road, in the Town of Dundee in Section 20, Township 28, Range 27, further described as parcel 27-28-20-000000-021080.

BACKGROUND

The Applicant, Bryan Hunter of Hunter Engineering, LLC is requesting an amendment to the Zoning Map for property located in the Town of Dundee. The current Zoning is industrial and limited agricultural (AL) to industrial on portions (5.60 +/- acres) of 14.62 +/- acres of land located East of Hwy. 27, Northside of Sunburst Road, and Southside of Kitto Lane. Further described as parcel 272820-000000-021080. A companion FLUM amendment to change from Commercial/Industrial Corridor and Limited Agricultural to Commercial/Industrial Corridor.

TOWN OF DUNDEE

TOWN COMMISSION STAFF REPORT

BOULEVARD TIRE ZONING MAP AMENDMENT

PROPOSED ZONING MAP AMENDMENT

2.02.02.12. IL industrial district.

- (A) FLUM designation: Commercial/industrial or downtown transitional.
- (B) Purpose: The purpose of the IL light industrial zoning district shall be to locate and establish areas within the Town of Dundee which are deemed suited for the development and maintenance of limited industrial activities of light intensity; to designate those uses and services deemed appropriate for location and development within said zoning district; and to establish such development standards as are necessary to ensure proper development and functioning of uses within the district.
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- (F) Minimum lot requirements: None, provided that any lot shall be of adequate size and proportions to meet all applicable requirements of this ordinance.
- (G) Maximum building coverage: 50 percent.
- (H) Maximum building height: 35 feet.
- (I) Minimum floor area: Not applicable in this district.
- (J) Minimum yard requirements: No building, structure or land shall be located or used in connection with the operations of any establishment within 75 feet of any portion of a lot within a residential district; provided, however, that off-street parking and off-street loading spaces may be located within this setback area. In addition, the following requirements shall apply:
 - (1) Front yard: 25 feet.
 - (2) Side yard: A combined total of 25 feet for both side yards, and a minimum width of ten feet for one yard.
 - (3) Rear yard: 25 feet.
 - (4) Buffering: Where applicable, buffering shall be provided in accordance with the provisions of section 2.03.00.

TOWN OF DUNDEE

TOWN COMMISSION STAFF REPORT

BOULEVARD TIRE ZONING MAP AMENDMENT

(K) Other requirements:

Off-street parking and service requirements: As set forth in section 3.03.00.

Site plan review requirement: All permitted and special exception uses shall be subject to the site plan review requirements and procedures set forth in article 7.

PROPOSED FUTURE LAND USE MAP AMENDMENT

Policy 2.7: Commercial/Industrial Corridor

The primary function of the Commercial/Industrial Corridor classification is to accommodate commercial and light industrial needs of the market area. Residential uses may be permitted with proper buffering, including single-family houses, duplexes, apartments, and condominiums up to 9.99 dwelling units per acre. A maximum of 15% of the total acreage allocated to the Commercial/Industrial Corridor Future Land Use Category may include residential uses. Permitted commercial uses include retail stores, shopping centers, offices, services, financial institutions, hotels, motels, and restaurants. Permitted light industrial uses include light manufacturing and assembly, truck and bus terminal facilities, warehousing and storage facilities excluding uses generating potentially harmful nuisance impacts. Floor area ratios for commercial structures shall not exceed 2.0.

**Table 1:
Density/Intensity Information**

	Existing Zoning: Industrial & Limited Agricultural 5.60 +/- acres of 14.62+/- acres		Proposed Zoning: Industrial 5.60 +/- acres to be changed of 14.62 +/- acres	
Density/Intensity	Limited Agricultural (AL): 1 DU/acre		Industrial (IL): 9.99 DU/acre (15% of total acreage allowed for residential use)/FAR max 2.0	
Density Potential	Residential: 1x5.60= 5.6 DU's	Industrial: N/A	Residential: 9.99x0.84= 8.4 DU's	Industrial: 243,936 sq ft. building max
Difference	Increase of 2.8 DU			

TOWN OF DUNDEE

TOWN COMMISSION STAFF REPORT

BOULEVARD TIRE ZONING MAP AMENDMENT

ANALYSIS

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

Surrounding Uses

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

Table 1: Surrounding Uses

Northwest Lake Hamilton Commercial FLU- Zoning-	North Dundee/Lake Hamilton Commercial Business/Residential FLU-Comm/Ind. Corridor Zoning-IL	Northeast Dundee/Lake Hamilton Residential/Lake Crystal FLU-LDR Zoning-AL
West Dundee Commercial w/ Communication Tower FLU-Comm/Ind. Corridor Zoning-CH/IL	Subject Site Boulevard Tire/ Vacant Land Current FLU-Comm/Ind. Corridor & AL Current Zoning- IL & AL Proposed FLU- Comm/Ind Corridor Proposed Zoning-IL	East Dundee Residential FLU-LDR Zoning-AL
Southwest Dundee Commercial FLU-Comm/Ind. Corridor Zoning-CH	South Dundee Crystal Lake Subdivision FLUM-LDR Zoning-RSF-3	Southeast Dundee Vacant Farmland FLU-LDR Zoning-RSF-1

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

TOWN OF DUNDEE

TOWN COMMISSION STAFF REPORT

BOULEVARD TIRE ZONING MAP AMENDMENT

Potable Water and Sanitary Sewer

This site is currently served by the Town of Dundee's potable water system and sanitary sewer is provided by the current business septic system.

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 addition will be from the current entrance and exit off Highway 27 and a traffic impact study will be reviewed at the time of site plan approval.

Recreation

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

Environmental Impacts

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

School Impacts

The current and proposed Future Land Use is a land use that does not pose any impacts of 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 STAFF REPORT

BOULEVARD TIRE ZONING MAP AMENDMENT

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
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.	Potable water is currently provided by the TOD, and septic serves as the wastewater option.
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: 1. Infrastructure Element 2. Transportation Element 3. Capital Improvements Element 4. Public School Facilities Element	The proposed impacts of the potential Future Land Use map amendment can be facilitated. There is an interlocal agreement with the city of Winter Haven for potable water and wastewater.
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.	The property is located near an existing development.

TOWN OF DUNDEE

TOWN COMMISSION STAFF REPORT

BOULEVARD TIRE ZONING MAP AMENDMENT

FLU Policy 6.2: Promote compact urban growth through the location of public facility expansions contiguous to existing development areas	The proposed use is an expansion of the current use and therefore represents a very efficient pattern of growth.
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.	Adequate public facilities will be available at the time of site plan approval to keep the levels of service in all areas.
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.	The current and proposed use is commercial/industrial and does not pose any impacts on the public school system.

DEVELOPMENT REVIEW COMMITTEE

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

DRC Team:

TOD Fire Chief- Chief Joseph Carbon

TOD Public Works Director-Johnathan Vice

TOD Utilities Director-Tracy Mercer

TOD Utilities Supervisor- Raymond Morales

TOD Development Director-Lorraine Peterson

TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC

TOD Consulting Attorney- Seth Claytor of Boswell & Dunlap, LLP

TOWN OF DUNDEE

TOWN COMMISSION STAFF REPORT

BOULEVARD TIRE ZONING MAP AMENDMENT

MOTION OPTIONS:

1. I move **approval of Ordinance 24-06 on second hearing**, a request by Bryan Hunter of Hunter Engineering, Inc. to amend the Zoning Map for property located in the Town of Dundee from Industrial (IL) & Limited Agricultural (AL) to Industrial on portions (5.60 +/- acres) of 14.62 +/- acres of land. The subject property is located east of Hwy. 27, northside of Sunburst Rd., and the southside of Kitto Ln., further described as parcel 27-28-20-00000-021080 in Section 20, Township 28, and Range 27.

2. I move **approval with changes of Ordinance 24-06 on second hearing**, a request by Bryan Hunter of Hunter Engineering, Inc. to amend the Zoning Map for property located in the Town of Dundee from Industrial (IL) & Limited Agricultural (AL) to Industrial on portions (5.60 +/- acres) of 14.62 +/- acres of land. The subject property is located east of Hwy. 27, northside of Sunburst Rd., and the southside of Kitto Ln., further described as parcel 27-28-20-00000-021080 in Section 20, Township 28, and Range 27.

3. I move **denial of Ordinance 24-06 on second hearing**, a request by Bryan Hunter of Hunter Engineering, Inc. to amend the Zoning Map for property located in the Town of Dundee from Industrial (IL) & Limited Agricultural (AL) to Industrial on portions (5.60 +/- acres) of 14.62 +/- acres of land. The subject property is located east of Hwy. 27, northside of Sunburst Rd., and the southside of Kitto Ln., further described as parcel 27-28-20-00000-021080 in Section 20, Township 28, and Range 27.

Attachments: Legal Descriptions

Location Map

Existing Future Land Use Map

Proposed Future Land Use Map

Boundary Survey

TOWN OF DUNDEE

TOWN COMMISSION STAFF REPORT

BOULEVARD TIRE ZONING MAP AMENDMENT

LEGAL DESCRIPTION OF PARCEL 1 (From Survey)

The East 1142 feet of the following described property in Section 20, Township 28 South, Range 27 East, Polk County, Florida:

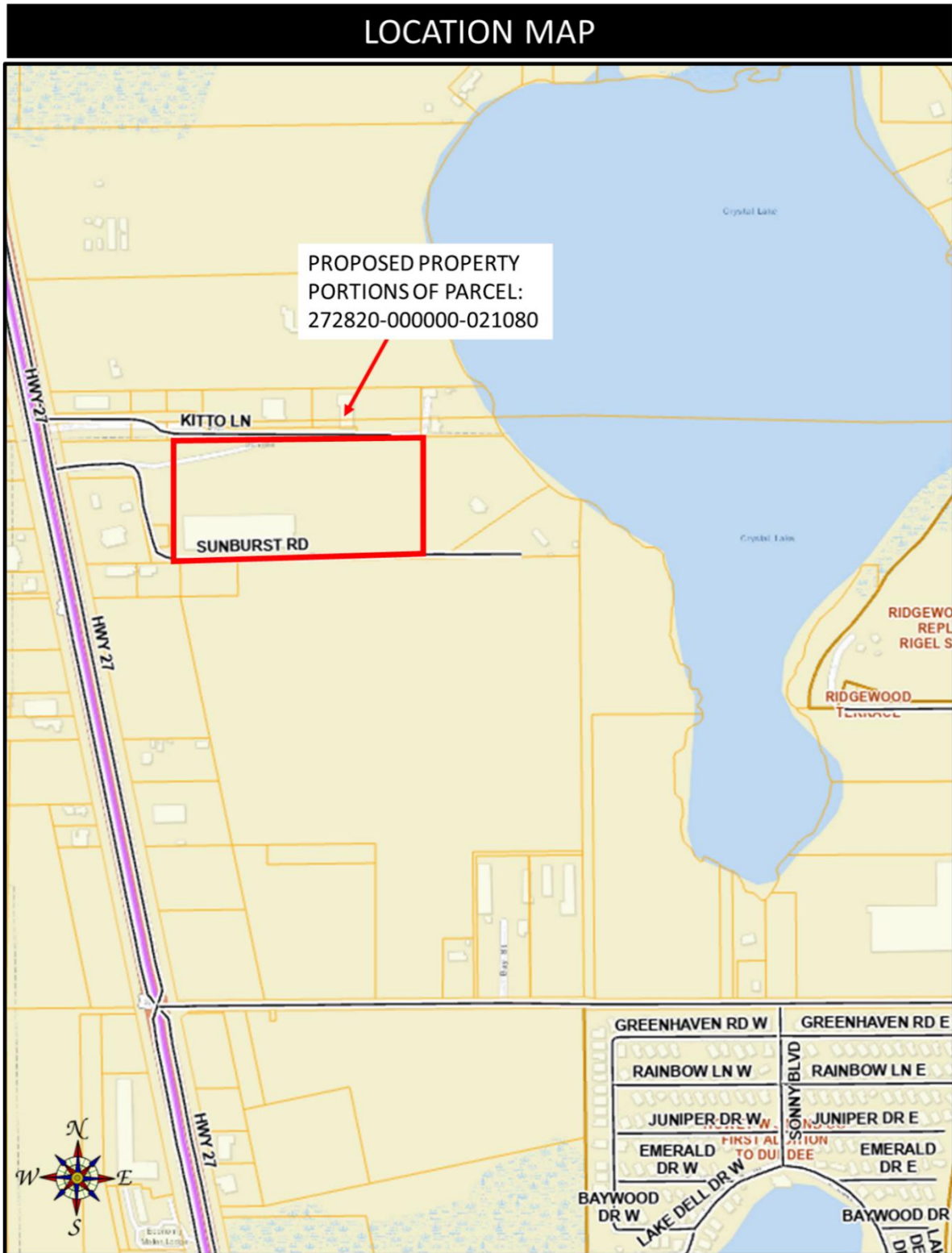
COMMENCE at the Southeast corner of Section 20, Township 28 South, Range 27 East, Polk County, Florida, and run North 0 degrees 31 minutes West, along the Section line, 2044.50 feet to a concrete monument; thence run South 89 degrees 10 minutes West, 721.89 feet to a point, said point being the POINT OF BEGINNING.

From the POINT OF BEGINNING run South 89 degrees 10 minutes West, 1241.04 feet to a concrete monument; run thence North 11 degrees 37 minutes West, 400 feet to a concrete monument; thence run South 89 degrees 10 minutes West, 300 feet to a concrete monument on the Easterly Right-of-Way boundary of U.S. Highway No. 27; thence run North 11 degrees 37 minutes

West, along the said Right-of-Way, 171.67 feet to a concrete monument located in a fence line; thence run North 89 degrees 22 minutes East, along said fence line, to a point North of the POINT OF BEGINNING; run thence South 555.61 feet, more or less, to the POINT OF BEGINNING and to close.

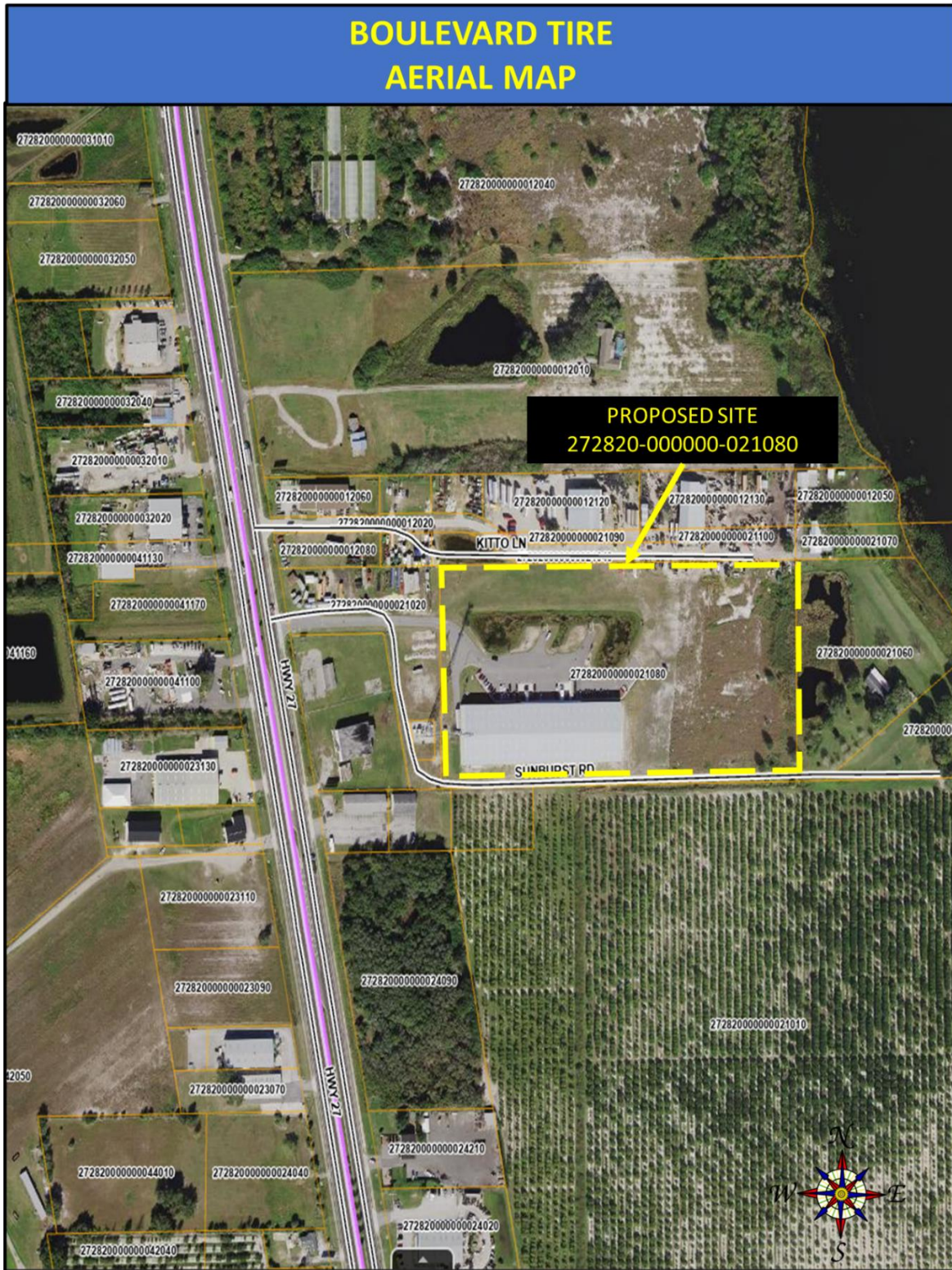
Legal Description

TOWN OF DUNDEE
TOWN COMMISSION STAFF REPORT
BOULEVARD TIRE ZONING MAP AMENDMENT



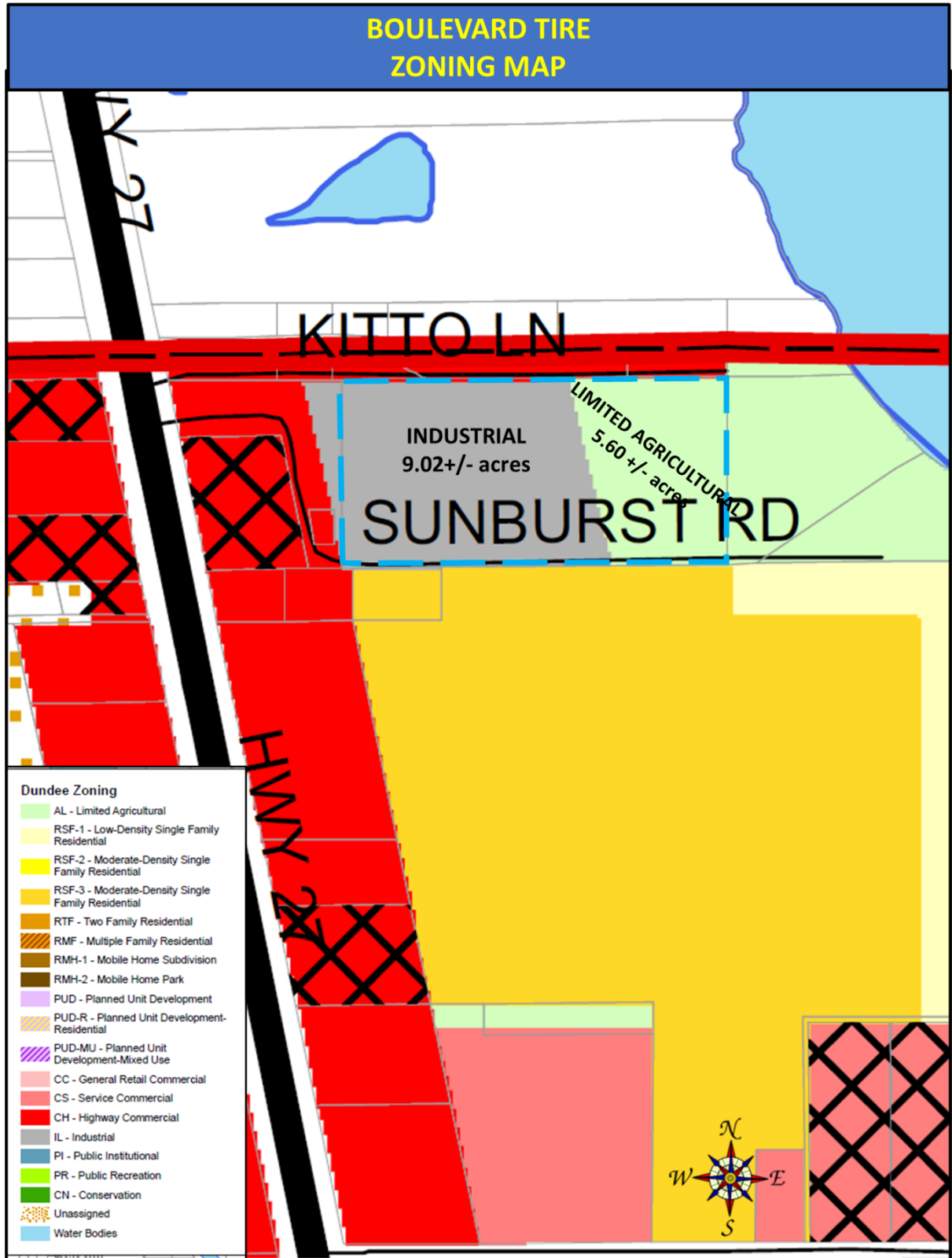
Location Map

TOWN OF DUNDEE
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BOULEVARD TIRE ZONING MAP AMENDMENT



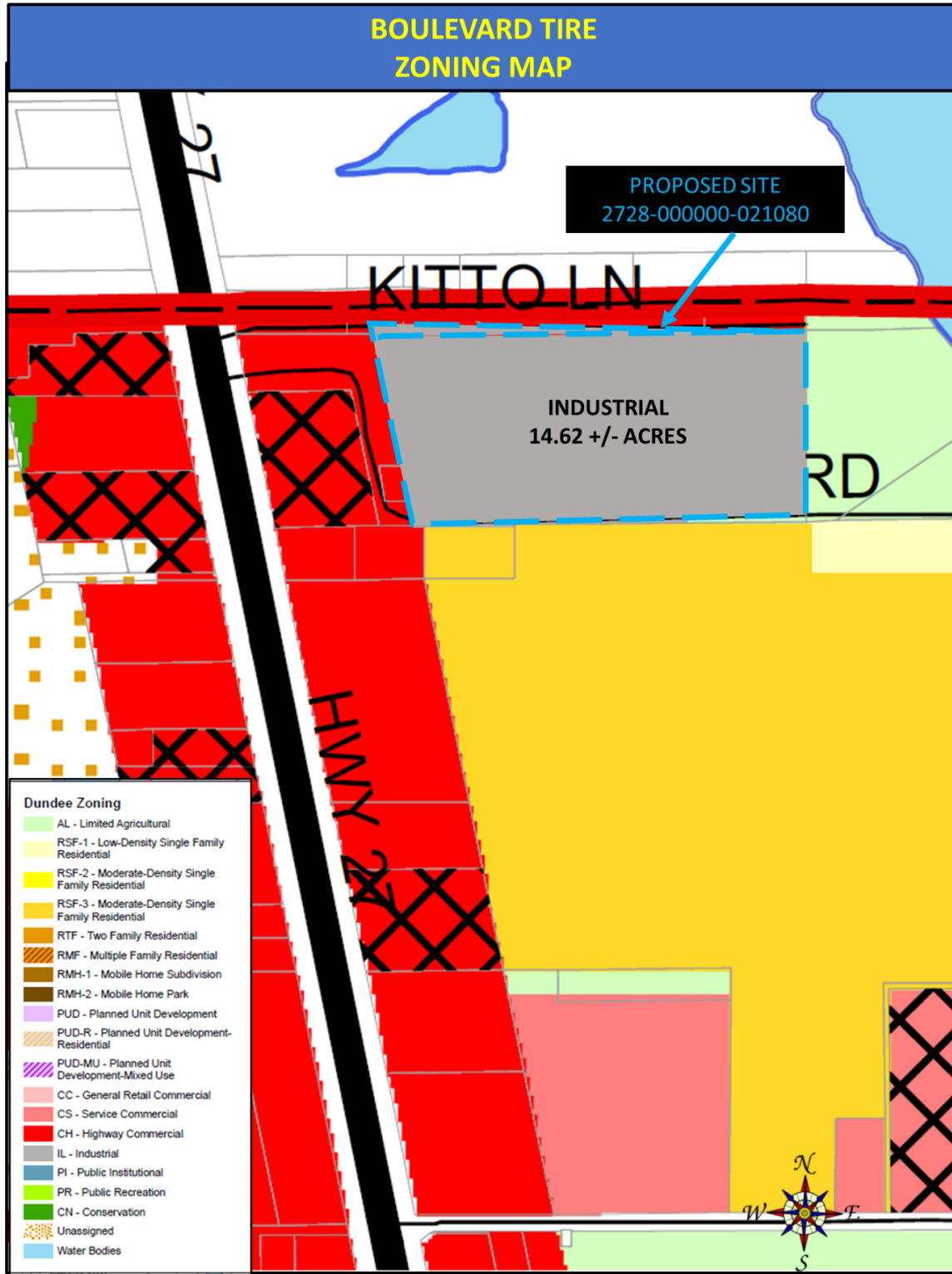
Aerial Map Context

TOWN OF DUNDEE TOWN COMMISSION STAFF REPORT BOULEVARD TIRE ZONING MAP AMENDMENT



Existing FLUM Map
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TOWN OF DUNDEE
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BOULEVARD TIRE ZONING MAP AMENDMENT



Proposed Future Land Use Map

ORDINANCE NO. 24-06

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM LIMITED AGRICULTURAL (AL) ON APPROXIMATELY 5.60 +/- ACRES TO INDUSTRIAL (IL) ZONING DISTRICT ON APPROXIMATELY 14.62 +/- ACRES, FURTHER DESCRIBED AS POLK COUNTY PROPERTY APPRAISER PARCEL NO. 272820-000000-021080; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the applicant-initiated request to amend the Official Zoning Map designation(s) for property located in the Town of Dundee, Florida, from Limited Agricultural (AL) on approximately 5.60 +/- acres to Industrial (IL) Zoning District on approximately 14.62 +/- acres, further described as Polk County Property Appraiser Parcel No. 272820-000000-021080 (the "Property"); and

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

WHEREAS, on June 20, 2024, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for the assignment of Town zoning 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 June 20, 2024, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

WHEREAS, on June 20, 2024, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the assignment of Town zoning as set forth in this Ordinance to the Town Commission; and

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

WHEREAS, in exercise of its authority, the Town Commission of the Town of Dundee, Florida, has determined it necessary to amend the Official Zoning Map to amend the Town Zoning District assigned to the Property; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the enactment and adoption of this Ordinance No. 24-06 is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Ordinance No. 24-06 is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

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

Section 2. Official Zoning Map. The Official Zoning Map of the Town of Dundee, Florida, is amended so as to change and/or assign the Official Zoning Map designation(s) for property located in the Town of Dundee, Florida, from Limited Agricultural (AL) on approximately 5.60 +/- acres to Industrial (IL) Zoning District on approximately 14.62 +/- acres, further described as Polk County Property Appraiser

Parcel No. 272820-000000-021080 (the "Property") as shown in **Composite Exhibit "A"** which is attached hereto and incorporated herein by reference.

Section 3. Severability. The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Ordinance shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 4. Conflicts. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided, however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the Town of Dundee Land Development Code (LDC) unless such repeal is explicitly set forth herein.

Section 5. Administrative Correction of Scrivener's Errors and Codification. It is the intention of the Town Commission that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code of Ordinances of the Town of Dundee is accomplished, sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk. This Ordinance shall not be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this enacting Ordinance shall be located in the Office of the Town Clerk of Dundee, Florida. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

Section 6. Effective Date. Pursuant to Section 163.3184 of the Florida Statutes, this Ordinance shall be effective on the effective date of the companion Future Land Use Amendment accomplished via Ordinance No. 24-05 or immediately upon final adoption of this Ordinance on second reading and adoption public hearing, whichever occurs later in time.

INTRODUCED AND PASSED on first reading/public hearing at a regular meeting of the Town Commission of the Town of Dundee, Florida, held this 25th day of June, 2024.

PASSED AND FINALLY ADOPTED on second reading and adoption public hearing at the meeting of the Town Commission of the Town of Dundee, Florida, duly assembled on this 9th day of July, 2024.

TOWN OF DUNDEE, FLORIDA

MAYOR- Sam Pennant

ATTEST:

TOWN CLERK – Trevor Douthat

Approved as to Form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

Composite Exhibit "A"
Ordinance No. 24-06
Legal Description and Zoning Maps
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Composite Exhibit "A"
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Composite Exhibit “A”
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Page 3 of 3



TOWN COMMISSION MEETING

July 9, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, ORDINANCE 24-08 HANDBOOK POLICY UPDATE
SUBJECT:	Town Commission will hear the second reading of Ordinance 24-08
STAFF ANALYSIS:	<p>Staff requested permission to review items related to the Town's personnel policy handbook at our April 23, 2024, Town Commission Meeting. Two of those items have been brought before the Commission and approved. This will be the second reading/adoption hearing.</p> <ol style="list-style-type: none">1. Review of Town's Computer, Cellular Phone2. Review of Town's Information and Digital Technology
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Ordinance 24-08 Redline Handbook

ORDINANCE NO. 24-08

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE TOWN OF DUNDEE PERSONNEL POLICY HANDBOOK AND CREATING SECTION 14.8 TITLED “COMPUTER, CELLULAR PHONE, INFORMATION AND DIGITAL TECHNOLOGY”; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING BUSINESS IMPACT ESTIMATE; AND PROVIDING 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 May 11, 2010, at a duly noticed public hearing, the Town Commission of the Town of Dundee (the “Town Commission”) adopted Ordinance No. 10-02 establishing a new and revised Town of Dundee Personnel Policy Handbook; and

WHEREAS, pursuant to Section 4.06 of the Town of Dundee Charter (the “Charter”), the Town Commission may establish personnel procedures and rules by ordinance; and

WHEREAS, pursuant to Section 1.04A of the Personnel Policy Handbook, the Town Manager shall present to the Town Commission rules, regulations and changes, as necessary, for the administration of the personnel system; and

WHEREAS, on May 25, 2021, at a duly noticed public hearing, the Town Commission adopted Ordinance No. 21-07 adopting a revised and restated Town of Dundee Personnel Policy Handbook (the “Handbook”); and

WHEREAS, on April 12, 2022, at a duly noticed public hearing, the Town Commission adopted Ordinance No. 22-12 amending Section 14.01 of the Handbook; and

WHEREAS, on September 23, 2023, at a duly noticed public hearing, the Town Commission adopted Ordinance No. 23-08 amending Sections 5.01, 5.02, 5.03, 6.01, 7.01, 8.01, 8.02 and 8.13 of the Handbook; and

WHEREAS, on June 7, 2024, at a duly notice public hearing, the Town Commission adopted Ordinance No. 24-07 amending Section 2 titled "Definition of Terms," Section 3.6 titled "Employment of Relatives," and creating Section 14.7 titled "No Tobacco – Smoking" of the Handbook; and

WHEREAS, the Town Commission has considered and reviewed the amendments to the for the Handbook which creates Section 14.8 titled "Computer, Cellular Phone, Information and Digital Technology" of the Handbook (the "Amendments"); and

WHEREAS, the Amendments are more particularly set forth on **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, the Town Commission finds that it is beneficial, appropriate, and in the best interests of the residents and citizens of the Town of Dundee to adopt the Amendments (see **Exhibit "A"**) for the Town of Dundee Personnel Policy Handbook; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Ordinance 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 this Ordinance is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

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

Section 2. Amendment. The Town of Dundee hereby amends the Town of Dundee Personnel Policy Handbook (*Revised June 2024*) (the "Handbook") and creates Section 14.8 titled "Computer, Cellular Phone, Information and Digital Technology" (the "Amendments") of as shown in **Exhibit "A"**, which is attached hereto and made a part hereof (deleted provisions are shown in ~~strike through~~ format, and new provisions are shown in underlined format).

Section 3. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect. The

amended sections of the Handbook (see attached **Exhibit “A”**), insofar as they are substantially the same as legislation previously adopted by ordinance(s) of the Town of Dundee and relating to the same subject matter, shall be construed as restatements and continuations thereof and not as new enactments.

Section 4. Severability. The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Ordinance shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. Administrative Correction of Scrivener’s Errors. It is the intention of the City Commission that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code of Ordinances of the Town of Dundee is accomplished, sections of this Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 6. Codification. This Ordinance shall not be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this Ordinance shall be located in the Office of the Town of Dundee Town Clerk, and the revised and restated Town of Dundee Personnel Policy Handbook (July 2024) shall be reviewed annually by the Town of Dundee Town Manager and remain on file in the Office of the Town of Dundee Town Clerk.

Section 7. Business Impact Estimate. On October 1, 2023, Senate Bill 170, *Chapter 2023-309, Laws of Florida*, was enacted creating Section 166.0411 of the Florida Statutes and requiring a municipality to prepare a business impact estimate before the enactment of an ordinance. Provided however, Section 166.041(4)(c), Florida Statutes

(2023) provides, in pertinent part, that municipal ordinances required to implement a contract or agreement, as well as ordinances enacted and required for compliance with federal or state law or regulation, are exempt from this requirement. Notwithstanding the fact that this Ordinance is otherwise exempt from Section 166.041 of the Florida Statutes, the economic and/or cost impact of the provisions of this Ordinance, as an overall average, is *de minimis* or negligible, if any, in regard to the Amendments. The Handbook is not applicable to the general public, and the Amendments represent a contract and/or an agreement between the agency and its employees and therefor are only applicable to person(s) employed by the Town of Dundee. Therefore, this Ordinance has no direct economic impact on private businesses within the corporate limits of the Town of Dundee, Florida.

Section 8. Effective Date. The effective date of this Ordinance shall be immediately upon passage on second reading.

INTRODUCED AND PASSED on first reading, at a regular meeting of the Town Commission of the Town of Dundee, Florida, held this 25th day of June, 2024.

PASSED AND FINALLY ADOPTED on second reading and adoption public hearing at the meeting of the Town Commission of the Town of Dundee, Florida, duly assembled on this _____ day of _____, 2024.

TOWN OF DUNDEE, FLORIDA

Mayor- Sam Pennant

ATTEST:

Town Clerk – Trevor Douthat

Approved as to form:

Town Attorney - Frederick J. Murphy, Jr.

EXHIBIT "A"

(Additions shown in underline and deletions shown in ~~striketrough~~)

PERSONNEL POLICY HANDBOOK

Revised June ~~June~~ July 2024



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SECTION 1

GENERAL PROVISIONS

1.01 Purpose

- A. The purpose of these Personnel Policies is to provide a general guide for the personnel administration of the Town of Dundee.
- B. It is the intent of these policies to assure fair treatment of all the Town's employees in all aspects of personnel administration. These policies shall be carried out without regard to an employee's political affiliation, race, color, creed, national origin, religion, marital status, handicap, age, or gender and with proper regard for an employee's privacy and rights as a citizen.
- C. All employees serve at the pleasure of the Town and no employee shall have any vested rights in his or her employment or in the practices and procedures set forth in these Personnel Policies except only by a specific written contract. It is the intent of the Town to have a mutually beneficial relationship with each employee. Each employee should endeavor to improve his/her performance and skills to enable the Town to offer quality service to the public and provide opportunities for advancement of employees.
- D. Employees shall have the right to form, join, and participate in, or to refrain from forming, joining, or participating in any employee organization of their own choosing in accordance with State law.

1.02 Positions Covered

- A. These Personnel Policies cover most employees in the municipal government. Some positions are not covered due to their nature and include:
 - Mayor and Commission
 - Town Manager
 - Town Attorney
 - Board and Commission Members
 - Seasonal and Temporary positions
 - Volunteer Personnel excluding volunteer firefighters
 - Advisory Boards and Commissions
 - Consultants and Counsel rendering professional service
- B. Department Directors are covered by all provisions except overtime rules.
- C. The Town Commission may authorize extending the benefits of the Career Service or may authorize the Town Manager to fill any positions in the manner in which positions in the Career Service are filled.

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- D. Personnel employed under the provisions of government programs or grants approved by the Town Commission or the Town Manager shall be considered as non-covered positions. Methods of appointment, rights and benefits will be determined by the Town Manager, unless otherwise specified by the governmental agreement.
- E. Volunteer Firefighters who are acting in their official capacity as Volunteer Town of Dundee Firefighters.

1.03 Administration

- A. The Town Manager shall be responsible for the administration and direction of the Town's personnel program.
- B. Department Directors will be responsible for the proper and effective administration of these personnel policies within their respective departments. Routine matters pertaining to enforcement may be delegated.
- C. The Town retains all management rights including, but not limited to, the following:
 - 1. To determine the organization of the Town.
 - 2. To determine the purpose of each of its departments.
 - 3. To exercise control and discretion over the organization and efficiency of operations.
 - 4. To set standards for services to be offered to the public.
 - 5. To manage and direct the employees of the Town and to determine the number of personnel to be employed.
 - 6. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees.
 - 7. To suspend, demote, discharge, or take other disciplinary action against employees.
 - 8. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, lack of funds or other reasons.

9. To determine the location, methods, means and personnel by which operations are to be conducted including the right to contract and sub-contract existing and future work.
 10. To establish, change or modify the number, types and grades of positions or employees assigned to an organization, unit, department, division, or project.
 11. To establish, change or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.
 12. To require all employees to have periodic physical examinations which may include psychological, drug and controlled substance testing, etc., at the Town's expense.
- D. The Mayor and Town Commission play a major role in the personnel function. The goals the Commission establishes for the Town form the framework for Town personnel policies and rules. The Commission approves salaries, benefits, and size of the work force by adopting an annual budget. They appoint the Town Manager whom they designate to serve as their Chief Executive Officer.

1.04 Amendments

- A. The Town Manager shall present to the Town Commission rules, regulations and changes as necessary for the administration of the personnel system.
- B. Amendment, changes, or revisions of the Personnel Policies as approved by the Town Commission shall be posted on Town bulletin boards and distributed to all Town departments.

1.05 Department Policies

- A. Department operating policies and procedures serve as supplements to these policies. In the event of conflict in any section, the Town Personnel Policies shall prevail.
- B. Department policies and procedures will be in writing and approved by the Town Manager for conformance to the Personnel Policies.

SECTION 2

DEFINITION OF TERMS

Active Pay Status - Authorized paid leaves, holiday or time worked.

Anniversary Date - The date on which an employee begins employment and the same date in following years. This also is the date from which vacations and sick leave are computed [this date changes only if an employee is in a non-pay status for one (1) pay period or more; the anniversary date is then deferred by an equivalent amount].

Applicant - Individual who has completed and submitted an application for employment with the Town.

Appeal - An application for review of a disciplinary action submitted or instituted by an employee.

Appointment - Offer and acceptance by a person of a position either on a regular or temporary basis.

Career Service Employee - A full-time employee who has successfully completed an initial probationary period. A Career Service Employee is subject to and receives all benefits and rights as provided by the Personnel Policies.

Class - Group of positions which are sufficiently alike in general duties and responsibilities to warrant the use of the same title, class descriptions and pay range.

Class Description - Written description of a class consisting of a class title, a general statement of the major function of work, illustrative duties, and the qualifications for the class.

Class Title - Title in the classification plan which describes the general nature of work of the position.

Classification - Grouping positions in classes.

Classification Date - Date an employee entered, transferred, or was promoted to the current position. This is the date from which length of service in classification is computed for determination of probationary periods, order of layoff and eligibility for performance increases.

Classification Plan - Official system of grouping positions into classes.

Compensation - The standard rates of pay which have been established for the respective classes of work, as set forth in the compensation plan.

Compensation Plan - The official schedule of pay assigning rates of pay to each class title.

Continuous Service - Employment which is uninterrupted except for authorized leaves of absence, suspension, or separation due to reduction in work force. Authorized paid leaves of absence are included as part of continuous service.

Demotion - Assignment of an employee from one class to another which has a lower maximum rate of pay.

Dismissal - Separation from Town employment for cause.

Electronic Messaging Device (EMD) - includes all Town of Dundee personal computers, electronic mail systems (e-mail), voice mail systems, paging systems, electronic bulletin boards, Internet service providers, fax machines, laptop, or mobile computing terminals (MCT) and any part of the Town's computer network. EMD devices are designed and intended for conducting business of this organization and are restricted to that purpose.

Exempt Status - Employees who are in an exempt status category under the Fair Labor Standards Act or any other applicable rule, regulation, or law and are not eligible for overtime pay.

Grade - Designation for a job classification in the pay plan.

Full-Time - Position that requires an employee to work the full number of hours scheduled for employees of the division.

Immediate Family - Includes spouse, children, stepchildren, parent, stepparents, grandmother, grandfather, brother, sister, brother or sister of spouse, stepsiblings, half-siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, or any relative living in the same household (this definition is for purposes of Sick Leave, Funeral Leave, Special Leave only).

Insubordination - The unwillingness on the part of an employee to submit to the authority vested in supervisors, Department Directors and the Town Manager as outlined in the Personnel Policies.

Layoff - Reduction of the number of employees due to the lack of work, funds, or other causes.

Leave - Approved type of absence from work as provided by these policies.

May - The word "may" shall be interpreted as permissive.

Non-Covered Position - Employees and positions which are exempt from specific provisions of the Personnel Policies, including the Career Service employment appeal provisions.

Overtime - Time worked in excess of the regularly scheduled work periods for those persons not working on an exempt basis.

Part-Time - Position that requires the employee to work fewer hours than normally designated for others in the same classification.

Pay Range - Salary, which is assigned to a classification title, expressed as a pay range number.

Performance Evaluation - A report relative to the job performance of employees made by the supervisor.

Performance Pay Increase - Increase established in the pay plan which may be granted to an employee based on job performance.

Position - Groups of duties and responsibilities assigned and budgeted requiring the full-time or part-time employment of one (1) person.

Probationary Employee - Full time employee serving a trial period prior to regular appointment in that position.

Probationary Period - Period of time provided to allow the Department Director an opportunity to evaluate an employees' performance and to decide whether the employee is to be retained or not.

Promotion - Assignment of an employee from one class to another which has a higher maximum rate of pay.

Regular Appointment - Appointment to a regular position authorized to be filled.

Relative – unless otherwise specifically provided for this Town of Dundee Personnel Policy Handbook, means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. See §112.312(21), *Fla. Stat. (2023)* (defining, in general, terms related to public officers and employees).

Resignation - Act of voluntarily withdrawing from Town employment.

Retirement - Whenever an employee meets the conditions set forth in the Retirement Plan regulations, the employee may elect to retire and receive all benefits earned under the Plan.

Sexual Harassment - Unwelcome sexual advances of whatever nature, requests for sexual favors or other verbal or physical conduct of a sexual nature.

Shall/Will - These terms are interpreted as being mandatory.

Suspension - Relief from work without pay under the Personnel Policies by their Department Director or other supervisor authorized to enforce disciplinary action.

Temporary Employee - An employee appointed for a special project or other work of a temporary or transitory nature. All will serve in a non-covered status and meet requirements set by the Town.

Trainee - Employee undergoing a training period to learn the job duties or to attain education or certification.

Transfer - Action in which the employee moves from one budgeted position to another with no resulting title change, or if a title change does take place, there is no change in the pay range.

Workday - Scheduled number of hours an employee is required to work per day.

SECTION 3

STANDARDS OF CONDUCT

3.01 General Policy

- A. The Town of Dundee has established a system of personnel management to assist in providing superior service to the community.
- B. The Town advocates the concept that the quality of public service can reach maximum efficiency through a Personnel Management System based on merit principles.
- C. Employees are encouraged to develop skills and seek formal training that will enhance their personal development and add to the overall expertise of the organization.
- D. It is the policy of the Town to expect compliance from employees with all Personnel Policies, state statutes and federal regulations in the performance of duties. An employee who violates any of the Personnel Policies shall be subject to disciplinary action.
- E. An employee of the Town of Dundee represents the Town in all his/her dealings with the public. Being a representative involves a degree of duty and obligation regarding public and private conduct which is not common to other classes of employees. A Town employee's appearance, attitude, and behavior all announce to our customers, both internal and external, what may be expected from the Town's government.

3.02 Equal Employment Opportunity

- A. The Town is firmly committed to equal employment opportunity and does not discriminate in any employment-related decisions based on race, color, religion, national origin, gender, age, handicap, or marital status.
- B. Any complaint of violation of the equal opportunity policy may be handled through the regular complaint procedure. You may also report such complaints directly to your supervisor. All such complaints will be promptly investigated and, if deemed valid, corrective action will be taken.
- C. Handicapped persons will be given full consideration for employment in all departments.

3.03 Harassment

- A. The Town shares a common belief that each employee should be able to work in an environment free of discrimination, and any form of harassment,

based on race, color, religion, age, gender, pregnancy, national origin, handicap, or marital status.

- B. To help ensure that no Town employee feels that they are being subjected to harassment and in order to create a comfortable work environment, the Town prohibits any offensive physical, written or spoken conduct, including conduct of a sexual nature. Some examples include:
 - 1. Unwelcome or unwanted advances, including sexual advances.
 - 2. Unwelcome requests or demands for favors, including sexual favors.
 - 3. Verbal or visual abuse or kidding that is oriented toward a prohibited form of harassment, including that which is sex-oriented and considered unwelcome.
 - 4. Any type of sexually oriented conduct or other prohibited form of harassment that would unreasonably interfere with work performance.
 - 5. Creating a work environment that is intimidating, hostile, abusive or offensive because of unwelcomed or unwanted conversations, suggestions, requests, demands, physical contact or attentions, whether sexually oriented or other prohibited form of harassment.
- C. Normal, courteous, mutually respectful, pleasant, non-coercive interactions between employees, including men and women, that are acceptable to both parties are not considered to be harassment, including sexual harassment.
- D. If an employee believes that he or she is being subjected to any of these forms of harassment or believes that he or she is being discriminated against because other employees are receiving favored treatment in exchange, for example, for sexual favors, he/she must bring this to the attention of the appropriate person(s) in management. The very nature of harassment makes it virtually impossible to detect unless the person being harassed registers his or her discontent with the Town's representative. Consequently, in order for the Town to deal with the problem, the employee must report such offensive conduct or situations to the Town's Personnel Office.
- E. A record of the complaint and the findings will become a part of the file and will be maintained separately from the employee's personnel file.
- F. It is understood that any person elected to utilize this complaint resolution procedure will be treated courteously, the problem handled swiftly and confidentially, and the registering of a complaint will in no way be used against the employee, nor will it have an adverse impact on the individual's employment status.

3.04 Conflict of Interest

- A. Employees who may be able to influence actions and decisions regarding the Town's administration shall refrain from relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers.
- B. An outside personal economic relationship which affords present or future financial benefits to an employee, his/her family, or individuals with whom he/she has business or financial ties may be a conflict of interest requiring evaluation by the Town Manager.
- C. An employee having an outside personal economic relationship under the conditions specified above shall file a sworn statement to this effect with the Town.
- D. If the employee is in doubt as to whether a conflict of interest exists, it is that employee's responsibility to seek clarification from the Town Manager.
- E. The Town Manager shall determine whether a relationship could cause a potential conflict of interest.
- F. It is improper for any employee to use his/her position with the Town to obtain or attempt to obtain any special preferences, privileges, or exemptions for him/her or for others.
- G. No employee shall disclose information gained by reason of his/her official position, nor shall the employee use such information for personal gain or benefit.

3.05 Political Activity

- A. Employees MAY:
 - 1. Register and vote as they choose.
 - 2. Assist in voter registration drives.
 - 3. Express their opinion about candidates and issues.
 - 4. Contribute money to a political organization or attend political fund-raising functions.
 - 5. Wear or display political badges.
 - 6. Attend political rallies and meetings.

7. Join a political club or party.
8. Sign nominating petitions.
9. Campaign for/against referendum questions, constitutional amendments, etc.
10. Become a candidate for an elective political office.
11. The employee may use annual and/or personal leave or work after duty hours during a campaign other than one for a Town office.
12. Any employee who wishes to accept or seek election to a Town office shall resign from Town employment upon formal declaration of candidacy.
13. An employee wishing to qualify for any other elective office shall submit written notification to the Town Manager, who will determine whether a conflict of interest exists. Should the employee win such election, he/she will resign from the Career Service effective on the date of election. Should the employee lose the election, he/she will be permitted to retain his/her Career Service position.

B. Employees MAY NOT:

1. Use official authority or influence for the purpose of interfering with an election or nomination for office, coercing or influencing another person's vote or affecting the result thereof.
2. Directly or indirectly coerce, attempt to coerce, command, or advise a State or local officer or employee to pay, lend or contribute anything of value to a party or candidate.
3. Interfere in any other way with the personal right of any officer or employee.

3.06 Employment of Relatives

- A. The Town is bound by the provisions of Section 112.3135, Florida Statutes (2023), regarding restrictions on employment of relatives. If one (1) or more of the eligible candidates for hire falls within the provisions of Section 112.3135, Florida Statutes (2023), such person(s) shall be removed from the list of consideration.
- B. In accordance with Section 112.3135, Florida Statutes (2023), the Town shall not permit the employment of family members in positions in which either

family member would be directly or indirectly supervised by or supervising, influenced by or influencing the activities or employment conditions of the other. For purposes of this Section, the term *family member* shall mean father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

- C. The relative of any elected official in the Town is disqualified from being hired for any compensated office or employment within the Town organization during the term for which said official is active within the Town organization. Should an otherwise ineligible relative already be employed by the Town at the time of said official's election to office, the employee is prohibited from attempting to influence the Commission member's vote on any issue related to the operation(s) of the Town.

3.07 Outside Employment

- A. Employees are discouraged but not restricted from engaging in other employment during their off-duty hours. However, Town employment shall be considered their primary employment. No employee may engage in outside employment which would interfere with the interest of the Town.
- B. Any employee desiring to pursue outside employment shall request approval from their Department Director.
- C. The Department Director may reject the request if it is deemed to affect Town employment. Any notice to engage in outside employment previously granted under these Policies may be canceled or terminated at any time by the Town upon giving sufficient written notice to the employee concerned.
- D. Employees sustaining injuries while engaged in outside employment are ineligible to receive benefits under Town Worker's Compensation as a result of a disability due to outside employment.
- E. Equipment, facilities, vehicles, or property of the Town shall not be used by employees for outside employment.

3.08 Release of Information

- A. Information concerning subjects under discussion or consideration often change in content and meaning before becoming an accomplished fact. Release of such information before final decisions or disposition of the matter often causes misunderstanding and confusion.

- B. It is the intent of the Town to ensure that all information released is true and accurate. Unless release of information is a normal part of their duties, employees will direct such inquiries to their Department Director or the Town Manager.

3.09 Solicitation and Distribution

- A. Employee contributions to charitable organizations are voluntary. Coercion of an employee to make contributions will not be permitted.
- B. Employees are prohibited from conducting or promoting private business for gain during duty hours or within any Town facility.
- C. Employees are prohibited from soliciting any other Town employee on behalf of any organization, including labor unions, labor organization or employee organizations during the working hours of any employee who is involved in the solicitation (See Section 447.509, Florida Statutes).
- D. Distribution of literature for Town sanctioned programs such as recreational activities are not restricted by this policy.

3.10 Employee Debts

An employee's financial transactions are the employee's personal affair. The Town will not act as a collection agent. However, should complaints concerning an employee's failure to meet financial obligations result in interference with the employee's job performance or occasional loss of time and effort on the part of other Town employees, the employee concerned shall be informed. Should the condition continue, the employee may be subject to disciplinary action.

3.11 Use of Town Property

- A. Employees shall not use Town property, equipment including Town issued cell phones or vehicles except in the performance of official duty, nor shall they permit its use by an unauthorized person, either on or off duty, except as authorized by the Town in writing.
- B. Employees are permitted to use Town telephones for personal local calls in cases of necessity. Excessive use or interfering with work is not permitted.

3.12 Dress and Appearance

- A. Employees assigned duties dealing with the public should be properly groomed and dressed in a businesslike manner.

- B. Those employees furnished uniforms and shoes will be required to wear them correctly. Those who wear hats will wear only Town issued hats.
- C. Determination of an employee's specific dress and appearance is a supervisory responsibility and will be treated as such. Personal appearance standards may be established in departmental rules.

3.13 Personal Business

Conducting personal business while on official duty should be kept to a minimum. If it is necessary for the employee to make telephone calls or meet with persons not employed by the Town, the discussions should be held during breaks or meal period. Exceptions will be allowed only in cases of emergency.

3.14 Acceptance of Gifts

Employees shall not accept anything of value, including a gift, loan, reward, promise of future employment or services that:

- A. Would cause a reasonably prudent person to be influenced in the discharge of official duties; or
- B. Are based upon any understanding that the judgment of the employee in carrying out his/her employment responsibilities would be influenced thereby (Section 112.313(2), Florida Statutes).

3.15 Internet Access

- A. It is the intent of the Town of Dundee to provide Internet access to employees who have a demonstrable need. While using the Internet, it is understood that the employee is always representing the Town, and will use the Internet professionally, productively, and responsibly. Employees will follow the generally accepted rules of network etiquette and adhere to the following requirements:
 - 1. Internet use is for Town business purposes only. The Internet will not be used in any way that could disrupt the productivity of the Town or the use of the Town's computer network. Personal use, other than for pre-approved educational purposes, is not allowed. Downloading, viewing or interaction with sexually explicit or pornographic sites is strictly forbidden. Gaming is prohibited. Access to chat groups or bulletin boards, unless for a direct business purpose, is prohibited.
 - 2. Illegal activities are forbidden. Employees do not maintain any right to privacy in Town owned Electronic Messaging Device (EMD) equipment or its contents, including personally owned software.

3. Members shall not download or install on their EMD any file (e.g., sound and video files, files attached to e-mail messages), software or other materials from the Internet or other external sources without taking prescribed steps to preclude infection by computer viruses.
4. Transmission of electronic messages and information on communications media provided for Town employees shall be treated with the same degree of propriety and professionalism as official written correspondence. All electronic messages and information on Town communications media are subject to the public records laws of the State of Florida.
5. Use of personal Internet access accounts, software, or providers on Town-owned EMDs is prohibited. Employees may use only assigned access Internet service accounts. To avoid breaches of security, employees shall log off any EMD which has access to the agency's computer network, electronic mail system, the Internet or sensitive information whenever they leave their workstation.
6. Attempts to subvert Internet security to impair functionality of the Internet or to bypass restrictions set by the Town is strictly forbidden.
7. Employees shall observe the copyright and licensing restrictions of all software applications and shall not copy software from internal or external sources unless legally authorized.
8. Violation of this policy will result in disciplinary action as provided in Section 13, Disciplinary Action.

SECTION 4

EMPLOYMENT POLICIES

4.01 Appointing Authority

The Town Manager has the authority of appointment and removal of subordinate positions. Such authority may be delegated to a Department Director.

4.02 Position Control

All positions in the Town are established and maintained through a personnel budget each fiscal year. The establishment of new or additional positions can be authorized by the Town Commission subject to adequate justification on need and availability of funds.

4.03 Types of Appointments

- A. Regular - Employees who work full-time.
- B. Part-Time - Employees who work less than the normal scheduled hours per week.
- C. Temporary - Positions (whether part-time, full-time, or hourly) that are anticipated to be comparatively short or limited duration for special projects, grants, or programs.
- D. Seasonal - Employees hired specifically for seasonal work will be laid off at the close of the season for which they were appointed.
- E. Trainee - Employees who do not meet the minimum qualifications of the position. The length of training is at the discretion of the Town.
- F. Volunteer Firefighters – Employees acting in their official capacity as volunteer Town of Dundee Firefighters that perform fire suppression and other related emergency services.

4.04 Application Procedures

- A. When departments submit requests for persons to fill vacancies, the requests shall include the title of the position and other pertinent information as may be needed to locate qualified applicants. Requests for personnel should be made reasonably far in advance of actual need when circumstances permit.
- B. Upon being notified of a vacancy, the employee delegated this authority shall prepare a notice and advertisement, where appropriate, outlining the qualifications for the position.

- C. The Town Manager, in conjunction with the Department Director concerned, will select the best qualified applicant.
- D. When a vacancy has been filled, the remaining applications become inactive after three (3) months.
- E. Employment with the Town shall be based on merit, which includes considerations of qualifications such as ability, skill, experience, training, and other merit factors.
- F. As part of the pre-employment procedure, references provided by applicants or reference sources may be checked.

4.05 Processing of Applications

- A. The Town will review and consider all applications for employment filed with the Town. The Town may have any individual application or applications reviewed by Department Directors and subordinates as appropriate. The Town may approve or disapprove applicants for employment taking into consideration the requirements of the position to be filled, the applicant's criminal history and their qualifications and the interests of the Town. The Town reserves the right to perform state and national background checks on all potential and current employees (Section 166.0442, Florida Statutes).
- B. The Town may reject an application which indicates that the applicant does not possess one or more of the requirements as specified in the announcement.
- C. Applications may also be rejected for the following reasons:
 - 1. The applicant has been convicted of a felony or of a first-degree misdemeanor, which directly relates to the position sought. (Section 112.011(1), Florida Statutes)
 - 2. The applicant has made false statements of any fact in the application.

NOTES:

- 1. Whether or not an applicant will be rejected under items 1 and 2 above will depend on the specific facts, including the nature of the offense, relevance to employment, and the passage of time since the incident occurred, evidence of rehabilitation or other mitigating factors.
- 2. Section 112.011(2)(b), Florida Statutes states that applicants for employment with the Town's fire department with a prior felony

conviction shall be excluded from employment for a four (4) year period after expiration of sentence or final release by the Parole Commission unless the applicant has received a full pardon or restoration of civil rights.

3. The Town reserves the right to modify its policy on criminal convictions for those positions deemed to be critical to security or public safety (Section 112.011(2)(c), Florida Statutes).

D. Before final processing, an applicant must:

1. Pass a drug screen performed and evaluated by the Town's designated testing facility.
2. Present a valid Social Security card.
3. Present proof of:
 - a. Education, if required by the position.
 - b. Date of birth.
 - c. Citizenship or resident alien status.
 - d. Separation from the Armed Forces (DD-214 Form).
 - e. Be subject to a background investigation, if required by the position.
 - f. Present a valid Florida Driver's License, where required by the position.
 - g. All employees, if required to have a commercial driver's license (CDL) or other special vehicular license will be required to obtain these licenses within 90 days. Failure to obtain this required license within 90 days will result in termination.

E. The applicant upon receiving the job offer must pass a physical exam prior to reporting to work to evaluate the employee's physical ability to perform the duties required by the position.

4.06 Transfers

- A. An employee may be transferred from a classification in one department to the same or equivalent classification in another department. Two (2) weeks' notice shall be given prior to the transfer, unless otherwise agreed upon by both Department Directors.
- B. A regular employee who accepts a vacant position of equal classification in another department will be required to serve a three (3) month probationary period following the date of transfer. In the event an employee fails to successfully complete the probationary period, every effort will be made to

return the employee to the position and status held immediately prior to the transfer. If the employee's former position is filled, the employee may be transferred to a vacant position with the same job classification, subject to the approval of the Department Director. If no vacant position exists, the employee will be terminated.

4.07 Promotions

- A. An employee is promoted when he/she is selected for a higher-level position with the Town.
- B. If an employee is promoted to a higher-level position, his/her promotion shall not be deemed regular until he/she has completed and served in such capacity of the Town for a probationary six (6) months following the date of the promotion. If the employee is not confirmed in the position to which he/she was promoted, the employee may revert to the position held prior to such promotion or equivalent position if one is available. If the employee's former position is filled, the employee may be transferred to a vacant position with the same job classification, subject to the approval of the Department Director. If no vacant position exists, the employee will be terminated.

4.08 Demotions

- A. A demotion is the assignment of an employee from one class to another which has a lower maximum rate of pay. The Town may demote an employee from one class to another which has a lower maximum rate of pay in the following instances:
 - 1. In lieu of lay-off when a position is to be abolished or an employee with prior rights returns to the position.
 - 2. In lieu of dismissal when an employee is not performing satisfactorily or when a health examination conducted by the Town's physician discloses that the employee is not physically qualified to perform the duties of the position.
 - 3. When an employee fails to perform satisfactorily during the probationary period following promotion.
- B. The Town shall furnish the employee a written statement containing the reasons for the demotion.

4.09 Reinstatements

- A. An employee who has resigned in good standing or whose position has been abolished may be rehired, if a vacancy exists, to the same or similar position by the same department from which the employee left.
- B. An employee may be reinstated at the same pay rate as previously received or may revert to a lower rate within the pay range at the discretion of the Town Manager.
- C. Reinstated employees that have separated from the Town's employment for less than thirty (30) days may resume the same seniority benefits they enjoyed prior to termination except as herein otherwise specifically provided. Reinstated employees that have separated from the Town's employment for more than thirty (30) days will be considered new employees for the purpose of benefits. Reinstated employees are subject to the provisions of the applicable retirement and insurance programs that are in effect at the time of reinstatement.
- D. For the purposes of retirement benefits, the applicable provisions of the retirement plan in effect will apply.

4.10 Probationary Period for Newly Hired Employees

- A. The probationary or "working test" period is utilized to observe the new employee's work, to secure the most effective adjustment of a new employee to the position and to reject any employee whose performance does not meet the required work standards.
- B. The employment of a person shall not be deemed complete for a period of one (1) year. An employee within the probationary period may be discharged by the Town Manager or the Department Director for which the employee works, without cause. If the employee is not discharged before completion of his/her probationary period, the employee shall be confirmed in his/her position and shall be a regular employee of the Town.
- C. Where the completion of minimal educational requirement or other qualifications are required upon the initial employment of an employee, the probationary period may be extended until all the educational requirements or other qualifications for the position have been met.
- E. During the probationary period, the employee's supervisor will notify the employee if their performance is not satisfactory and test period requirements are not being met.
- F. If a newly hired probationary employee has been found to be unqualified to perform or will not properly perform the duties of the position, the employee

shall be dismissed by the Department Director at the time of such determination.

The Department Director must coordinate this action with the Town Manager and furnish written notice that the employee does not have the right of administrative appeal (See Section 13.05, Appeals).

4.11 Hours of Work

- A. The Town Manager, in conjunction with Department Directors, shall establish hours of work in accordance with the needs of the Town and the public.
- B. Employees working on a shift basis will work the hours as determined by departmental policy.
- C. Lunch periods will be scheduled at the discretion of the Department Director. Lunch periods are scheduled in a manner to best serve the public and the exact time you are to take your lunch break will be determined by your supervisor. It is expected that our employees take lunch, as this time cannot be accumulated or saved for the purpose of leaving work early or accumulating overtime.
- D. All departments throughout the Town are authorized to extend the privilege of fifteen (15) minute break periods to employees. The hours and times for breaks vary in different departments and are left to the discretion of the department director or supervisor. A break is a privilege; therefore, if there is abuse, the privilege can be taken away. There will be times when it will be impossible to take time from a busy schedule to have a break; however, break time cannot be accumulated for use, at another time. There may be two (2) breaks in an eight (8) hour shifts.

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E. On Call/Rounds & Call-Back Policy

This policy applies to Hourly, Operational and Classified non-exempt employees of the Town of Dundee.

Purpose

The purpose of this policy is to provide guidelines to department directors and supervisors regarding the process and procedures to be followed for non-exempt employees who are required to maintain their availability after hours or during days off to perform necessary responsibilities at various Town facilities and/or to be on-call to come back to work or to otherwise be available to respond to emergency situations.

Policy and Procedures

A. Definitions

- On-Call – When an employee’s job assignment requires the ability to be contacted in order to provide professional services, if necessary, but not formally on duty.
- Rounds – When an employee’s job assignment requires the employee to report to work to perform various tasks to ensure that the Town facilities remain functional.
- Call-Back - When an employee is called back to work to perform a task of professional service either in person or via phone or computer.

B. Identification and Notification

Department Directors will identify positions and employees who are required as a condition of employment to be on-call, to come back to work outside of the employee’s regular shift or to conduct round checks at various Town facilities.

Department Directors with on call employees will identify these positions, the employee should be notified in writing that the essential functions of his or her job requires the employee to maintain an on-call or round ~~at~~ ^{on} either an intermittent or regularly scheduled basis. The Department Director shall maintain a roster of all qualified employees and an equitable rotation schedule shall be followed.

C. On-Call Requirements

Department Directors and/or supervisors should provide employees who are required to be on-call with a schedule of the time and date that the employee must be on-call with as much notice as possible. The employee is not required to restrict his or her activities while on-call, but must adhere to following guidelines:

- Unless otherwise advised, the employee is not required, while on-call, to remain on the Towns premises. However, the employee must remain available by telephone or text while off site and respond to any message within ten (10) minutes.
- The employee is not restricted to Dundee town limits, but they must be able to be on site within thirty (30) minutes of receiving the call/message of a situation requiring action.
- The employee must remain free of the influence of alcohol or illegal drugs at all times while on call. In addition, the employee should not take any prescription drug that adversely affects his or her ability to perform safely and effectively his or her job duties. If an employee has a medical condition and has concerns about complying with this

requirement, the employee should consult with the Human Resources Department.

- If the employee has a conflict and is unable to be on-call during his or her assigned time, it is the employee's obligation to pre-arrange with his or her immediate supervisor for a replacement to cover the employee's on-call shift.
- On-Call employees who fail to respond when called and/or who fail to find a replacement are subject to disciplinary action up to and including termination.

D. Round Requirements

- Department Directors and/or supervisors should provide employees who are required to perform rounds with a schedule of the time and date that the employee will perform such duties.
- Employees performing rounds must remain on Town premises until all rounds are complete.
- If the employee has a conflict and is unable to perform rounds during his or her assigned time, it is the employee's obligation to pre-arrange with his or her immediate supervisor for a replacement to cover the rounds.
- Employees who fail to perform rounds when assigned and/or who fail to find a replacement are subject to disciplinary action up to and including termination.

E. On-Call Pay

- Employees will receive 3 hours of on call pay at their regular rate for each 24-hour shift of on-call status. Compensatory time may NOT be used in lieu of on call pay.

F. Plant Checks

- Employees will receive 2 hours of plant check pay at their regular rate for each day that they have to perform rounds at various Town facilities. This 2-hour of plant check pay counts as time worked.
- Example:
 - If an employee has already worked 40 hours when he or she is on-call, he or she will receive 1-hour of on call pay for the 8-hour on call shift. This hour does not count as hours worked for purposes of calculating overtime and is paid at the employee's regular rate of pay.

- Commuting time to work is not counted as hours worked if the employee is on call and called back to work. Work time begins upon arrival to work and ends upon clocking out and leaving work.
- If an employee is on a current call out and an additional call comes in, that workorder will combine for the current time for which they are actively on the clock. Two separate calls within a 3-hour period will be counted as 1.

4.12 Overtime

- A. Overtime shall be **authorized or directed** only when it is the most practical and economical way of meeting workloads or deadlines.
- B. Overtime should be avoided. It will be the Town's policy to assign each employee regular work duties and responsibilities which can be accomplished within the established day and week.
- C. On occasion, some employees may be required, per their director/supervisor, to alter their typical work schedule. In this case, the employee shall take a day off during the week to avoid any overtime costs.
- D. Employees in designated non-exempt classifications will be paid overtime in accordance with provisions of the Fair Labor Standards Act. However, when working under a State or Federal Disaster Declaration, exempt classifications are authorized for overtime when eligible for reimbursement by another agency. The duration of such overtime authorization and the circumstances under such payment will be made at the discretion of the Town Manager.

Employees Not Eligible for Overtime

Town Manager
Town Clerk
Finance Director
Library Director
Public Works/Utilities Director
Parks and Recreation Director
Fire Chief

Any other classification as may be designated by the Town Manager

- E. Employees exempt from overtime in accordance with C. will be expected, as part of their responsibility, to work in excess of forty (40) hours per week from time to time as required by special circumstances and may receive time-off at the discretion of the Department/Division Head or the Town Manager.

- F. Funeral leave, jury duty, holidays, vacation, sick, annual military leave, and any other absence from work while on pay status will not be counted as time worked for overtime computations.

4.13 Attendance

- A. Employees are expected to report for duty at the scheduled time and each Department Director shall be responsible for the punctual attendance of all persons in their department. If an employee is unable to work for any reason, he/she must notify the Department Director prior to the scheduled reporting time. Repeated or unjustified absenteeism or lateness is cause for disciplinary action.
- B. Unreported absence of three (3) consecutive workdays may be considered an abandonment of the position and termination of employment.

4.14 Performance Evaluations

The Town shall utilize a program for rating the work performance of employees upon anniversary date of hire each year. Rules and procedures for the performance evaluation system will be contained in the appropriate manual.

4.15 Employee Training

The Town may establish and develop educational and training programs for employees. The purpose of such programs is to increase operational efficiency and to assist employees in preparing themselves for positions of increasing difficulty and responsibility.

4.16 Physical Examination/Testing Procedures

The Town may require all employees to have an annual physical examination by a doctor of the Town's choice which may include, at the Town's discretion, a psychological examination and drug and controlled substance testing. The cost of the examination will be paid by the Town.

4.17 Drug Free Workplace Program

The Town has implemented a Drug Free Workplace Program Policy according to the requirements of the Department of Labor and Employment Security, Division of Workers Compensation 38F-9 and Section 440.102, Florida Statutes, as amended. This policy is defined in Appendix A of the Personnel Policy Handbook.

4.18 Restricted Duty Assignment

Occasions will arise when an employee is temporarily unable to perform all their job duties as a result of an injury, illness, or other debilitating condition. To ensure consistency and fairness to all employees, it is necessary to establish guidelines for restricted duty assignments. Also, to ensure the continued service and adequate service delivery for the citizens of Dundee, it is necessary to place a limitation upon the duration of restricted duty assignments.

Employees whose physical abilities have been temporarily diminished as a result of an injury, illness, or other debilitating condition (e.g., pregnancy) may, at the discretion of the Town Manager, be assigned to restricted duty.

A. Qualifications for Restricted Duty

1. To qualify for restricted duty, an employee must be certified by the Town's Worker's Compensation Medical Review Officer and/or a licensed physician to be temporarily unable to perform all their job duties as a result of an injury, illness, or other debilitating condition.
2. Employees certified for restricted duty must be capable of performing all the tasks associated with an available, restricted duty assignment.

B. Application for Restricted Duty

1. Injuries on the Job - A qualified employee who has been injured on the job may request a restricted duty assignment following receipt of Return to Work (with restrictions) authorization from the Town's Worker's Compensation Medical Review Officer and, where necessary, the employee's personal attending physician.
 - a. The Department Director shall have the authority to temporarily assign an employee to restricted duty when the injury will require restricted duty for a period not to exceed three (3) consecutive workdays.
 - b. If an employee's injury will require more than three (3) consecutive workdays of restricted duty, the employee shall submit a "Request for Restricted Duty Assignment" form to their Department Director requesting a restricted duty assignment. The form should include a brief description of the injury and the prognosis for recovery. A copy of the Return-to-Work authorization from the Town's Worker's Compensation Medical Review Officer shall be attached. The Department Director shall attach a recommendation for a restricted duty assignment to the "Request for Restricted Duty Assignment" form as it is routed through to the Town Manager. The Town Manager shall have the final authority in deciding whether to

approve a request for restricted duty. An employee may not return to duty until the request is approved by the Town Manager.

2. Injuries/Illnesses/Conditions Arising Off the Job - A qualified employee who is suffering from an injury, illness or condition **not** arising in the line of duty may request a restricted duty assignment.
 - a. The Department Director shall have the authority to temporarily assign an employee to restricted duty when the injury will require restricted duty for a period not to exceed three (3) consecutive workdays.
 - b. If an employee's injury will require more than three (3) consecutive workdays of restricted duty, the employee shall submit a "Request for Restricted Duty Assignment" form and a memorandum to their Department Director requesting a restricted duty assignment. The memorandum should include a brief description of the injury and the prognosis for recovery. A copy of the Return-to-Work authorization from the employee's attending physician shall be attached. The Department Director shall attach a recommendation for a restricted duty assignment to the memorandum and the "Request for Restricted Duty Assignment" form as it is routed through to the Town Manager. The Town Manager shall have the final authority in deciding whether to approve a request for restricted duty. An employee may not return to duty until the request is approved by the Town Manager.

C. Administration

1. The Town Manager shall consider recommendations from the Department Director regarding restricted duty assignments.

In some cases, employees may be allowed to continue in their primary assignment if the efficiency of the division/department will not be affected (Example: An employee normally assigned to administrative duties may be allowed to continue in that assignment after knee surgery).

2. Department Directors will be responsible for monitoring employees from their department who are assigned to restricted duty.

D. Periodic Medical Evaluations

1. At least every thirty (30) days, or more often when necessary, the Town's assigned Worker's Compensation Medical Review Officer shall evaluate employees who are on restricted duty as a result of an on-the-job injury.
2. At least every thirty (30) days, employees who are on restricted duty as a result of an injury, illness or condition **not** arising in the line of duty shall be evaluated by their private attending physician and shall submit a new "Request for Restricted Duty Assignment" form.

E. Duration of Restricted Duty Assignments

1. Restricted duty is only available on a temporary basis to eligible employees.
2. An employee's eligibility for restricted duty shall expire six (6) months after the date of initial injury or onset of the illness or condition.
3. An employee who is on restricted duty and unable to return to full and unrestricted duty after six (6) months from the date of initial injury or onset of the illness or condition must take an authorized leave of absence (e.g., worker's compensation leave, sick leave, vacation leave, compensatory time, sick leave bank, leave without pay, Family and Medical Leave Act, etc.).
4. An employee who is "disabled" will be reasonably accommodated as required by the Americans with Disabilities Act.

F. Requirements to Remain in Authorized Leave Status

1. Employees who are physically unable to perform their normal job duties and who do not receive a restricted duty assignment shall be required to remain in an authorized leave status (e.g., worker's compensation leave, sick leave, vacation leave, compensatory time, sick leave bank, leave without pay, Family and Medical Leave Act, etc.).
2. Employees whose eligibility for restricted duty has expired and who are still physically unable to perform their normal job duties shall be required to remain in an authorized leave status (e.g., worker's compensation leave, sick leave, vacation leave, compensatory time, sick leave bank, leave without pay, Family and Medical Leave Act, etc.).
3. Employees who are eligible for the participation in the Town's sick leave bank should make application through the Town Manager's

Office, only upon exhaustion of all sick, vacation and compensatory time that has been accrued (See Section 7.07, Sick Leave Bank).

4. Failure to remain in authorized leave status may result in termination of employment.

G. Restrictions while on Restricted Duty

1. Employees on restricted duty will follow the directives (i.e., work related restrictions) of the Town's Worker's Compensation Medical Review Officer and/or their private attending physician during the entire period of restricted duty eligibility. Failure to follow medical restrictions may result in denial of restricted duty.
2. Employees on restricted duty shall be evaluated by the Town's Worker's Compensation Medical Review Officer and/or their private attending physician and shall submit "fitness-for-duty" certification before returning to full duty.

H. Management Discretion

1. Restricted duty assignments are provided under the sole discretion of the Town Manager and are available on a temporary basis only.
2. Restricted duty assignments may include changes in work responsibilities, work hours, work location, work attire, etc.

4.19 Merit Pay Program

The Town may establish and implement and thereafter amend a Merit Pay Program by Resolution.

4.20 Tuition Assistance Program

The Town may establish and implement and thereafter amend a Tuition Assistance Program by Resolution.

SECTION 5 **HOLIDAYS**

5.01 Days Observed

- A. The following, and any other days which the Town Commission may declare, are Town holidays. They shall be granted with pay to all eligible employees scheduled to work on such days.

1. New Year's Day	January 1
2. Martin Luther King Day	Third Monday in January
3. Memorial Day	Last Monday in May
4. Juneteenth	June 19
5. Independence Day	July 4
6. Labor Day	First Monday in September
7. Veteran's Day	November 11
8. Thanksgiving	Fourth Thursday in November
9. Friday after Thanksgiving	Fourth Friday in November
10. Christmas Eve	December 24
11. Christmas Day	December 25
12. Two Personal Holidays	

- B. When a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday.
- C. The Town Manager will determine when any department or operation will be closed to observe a holiday, and which employee shall be eligible for holiday leave.

5.02 Eligibility for Holiday Pay

- A. All probationary or eligible full-time regular employees will receive eight (8) hours off with pay for each of the holidays earned (See Section 5.03, Holiday on Workday). All probationary or regular part-time employees will receive four (4) hours off with pay for each of the holidays earned. Probationary or regular full-time firefighters on 24-hour shift schedule will be paid twelve (12) hours straight time as holiday pay for each holiday in lieu of paid time off.
- B. An employee must be on "Active Pay Status" (See Section 2, Definitions of Terms) on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday in order to qualify for the holiday time.

5.03 Holiday on Workday

- A. All full-time regular employees who work on the observed holiday will be paid holiday pay [eight (8) hours straight time] plus time worked. All probationary or regular part-time employees will receive four (4) hours off with pay for each of the holidays earned. Probationary or regular full-time firefighters on 24-hour shift schedule will be paid twelve (12) hours straight time as holiday pay for each holiday in lieu of paid time off.
- B. An employee who is scheduled to work on the day observed as a holiday and calls in sick will be charged with sick leave.

5.04 Holiday on Leave Day

- A. Holidays which occur during annual or sick leave shall be charged to holiday leave and not to annual or sick leave.
- B. When a holiday falls within a leave without pay absence period, the employee shall not be paid for the holiday.

5.05 Sick Leave Before or After a Holiday

Employees calling in sick the day before or the day after a holiday will not be compensated for the holiday.

SECTION 6
ANNUAL LEAVE (VACATION)

6.01 Eligibility and Rate of Earning

- A. Part-time, emergency and temporary employees shall not earn annual leave.
Regular full-time employee will accrue annual leave as follows:

GENERAL EMPLOYEES

LENGTH OF SERVICE	MONTHLY ACCRUAL	ANNUAL ACCRUAL	DAILY EQUIVALENT
0 YEARS THROUGH 1 st ANNIV.	4 Hours	48 Hours	4 Days
DAY AFTER 2 nd ANNIV. THROUGH 3 rd ANNIV.	8 Hours	96 Hours	12 Days
DAY AFTER 3 rd ANNIV.	.7 Hours per Month for each Additional Year of Service	8.4 Hours	1 Day and .4 Hour
MAXIMUM ALLOWED PER MONTH	1.7 Days of Annual Leave per Month		20 Days and .4 Hour

FIRE EMPLOYEES

LENGTH OF SERVICE	MONTHLY ACCRUAL	ANNUAL ACCRUAL	WORKING SHIFT PER YEAR
0 YEARS THROUGH 5 th ANNIVERSARY	10 Hours	120 Hours	5 Shifts
DAY AFTER 5 th ANNIVERSARY THROUGH 10 th ANNIVERSARY	14 Hours	168 Hours	7 Shifts
DAY AFTER 10 th ANNIVERSARY THROUGH 15 th ANNIVERSARY	18 Hours	216 Hours	9 Shifts

DAY AFTER 15th ANNIVERSARY THROUGH 20th ANNIVERSARY	20 Hours	240 Hours	10 Shifts
DAY AFTER 20th ANNIVERSARY THROUGH 25th ANNIVERSARY	24 Hours	288 Hours	12 Shifts
DAY AFTER 25th ANNIVERSARY AND BEYOND	25 Hours	300 Hours	12.5 Shifts

- A. Annual leave is computed on the Town employment anniversary date for each employee.

6.02 Charging Leave

- A. Annual leave will be charged in increments of no less than two (2) hours.
- B. Holidays which occur during the period selected by the employee for annual leave shall be charged against holiday leave and not to annual leave (See Section 5.04, Holiday on Leave Day).
- C. Leave may only be taken as it is earned on a monthly basis.

6.03 Request for Leave

- A. Annual leave may be taken only after approval by the Department Director. Supervisors will arrange vacation schedules and re-allocate duties on such a basis as to cause minimum interference with the normal functions and operations of the department.
- B. Annual leave may be used only as earned. In emergency or hardship situations, the Town Manager or Department Director may approve an employee's request for leave in advance of having earned such leave not to exceed forty (40) hours. If the employee is unable to reimburse the advanced vacation time due to termination of employment, the balance due will be deducted from the employee's final pay.
- C. Annual leave may be carried forward after an employee's anniversary hire date not to exceed more than eighty (80) hours. However, any earned leave in excess of eighty (80) hours accrual will be forfeited at the anniversary hire date.

- D. Department Director's request for annual leave will be presented to the Town Manager for approval.
- E. Family Medical Leave (FMLA) may be paid, unpaid or a combination of paid or unpaid, as provided in Section 9.12 of the Town's Personnel Policy Handbook and by the Family and Medical Leave Act (FMLA) of 1993. If the employee has accrued sick leave and/or annual leave, the employee must first use accrued sick leave and/or annual leave and then may take the remainder of the approved FMLA leave as unpaid.

6.04 Accumulation During Leave

Credit for annual leave shall not accumulate during any leave of absence without pay or during any layoff. Annual leave shall continue to accumulate during a leave of absence with pay, during lost time due to an on-the-job injury, or during an authorized annual leave.

6.05 Use

Annual leave may be granted for the following purposes:

- A. Vacation.
- B. Absences for transacting personal business that cannot be conducted during off-duty hours.
- C. Religious holidays other than those designated by the Town as official holidays.
- D. For uncovered portions of absences due to medical reasons once sick leave has been exhausted.
- E. Any scheduled absence from work not covered by other types of leave provisions established by these policies.
- F. For the purposes of vacation, no employee will be allowed to use more than eighty (80) hours of leave consecutively or be absent from work more than two (2) consecutive weeks, whichever is greater.

6.06 Unused Annual Leave

When termination occurs following the first (1st) employment anniversary date, employees will be compensated for vacation leave earned and unused at the date of termination of employment at the employee's current pay rate not to exceed eighty (80) hours.

CONTINUOUS EMPLOYMENT**ANNUAL LEAVE HOURS EARNED
(ACCRUAL RATE PER MONTH)**

0 YEARS THROUGH 1st ANNIV.
 DAY AFTER 2nd ANNIV.
 THROUGH 3rd ANNIV.
 DAY AFTER 3rd ANNIV.

4 hours

8 hours

.7 hours per month for
 each additional year of
 service

MAXIMUM ALLOWED PER MONTH

1.7 days of annual leave
 per month

- B. Annual leave is computed on the Town employment anniversary date for each employee.

6.02 Charging Leave

- A. Annual leave will be charged in increments of no less than two (2) hours.
- B. Holidays which occur during the period selected by the employee for annual leave shall be charged against holiday leave and not to annual leave (See Section 5.04, Holiday on Leave Day).
- C. Leave may only be taken as it is earned on a monthly basis.

6.03 Request for Leave

- A. Annual leave may be taken only after approval by the Department Director. Supervisors will arrange vacation schedules and re-allocate duties on such a basis as to cause minimum interference with the normal functions and operations of the department.
- B. Annual leave may be used only as earned. In emergency or hardship situations, the Town Manager or Department Director may approve an employee's request for leave in advance of having earned such leave not to exceed forty (40) hours. If the employee is unable to reimburse the advanced vacation time due to termination of employment, the balance due will be deducted from the employee's final pay.
- C. Annual leave may be carried forward after an employee's anniversary hire date not to exceed more than eighty (80) hours. However, any earned leave in excess of eighty (80) hours accrual will be forfeited at the anniversary hire date.
- D. Department Director's request for annual leave will be presented to the Town Manager for approval.

- E. Family Medical Leave (FMLA) may be paid, unpaid or a combination of paid or unpaid, as provided in Section 9.12 of the Town's Personnel Policy Handbook and by the Family and Medical Leave Act (FMLA) of 1993. If the employee has accrued sick leave and/or annual leave, the employee must first use accrued sick leave and/or annual leave and then may take the remainder of the approved FMLA leave as unpaid.

6.04 Accumulation During Leave

Credit for annual leave shall not accumulate during any leave of absence without pay or during any layoff. Annual leave shall continue to accumulate during a leave of absence with pay, during lost time due to an on-the-job injury, or during an authorized annual leave.

6.05 Use

Annual leave may be granted for the following purposes:

- A. Vacation.
- B. Absences for transacting personal business that cannot be conducted during off-duty hours.
- C. Religious holidays other than those designated by the Town as official holidays.
- D. For uncovered portions of absences due to medical reasons once sick leave has been exhausted.
- E. Any scheduled absence from work not covered by other types of leave provisions established by these policies.
- F. For the purposes of vacation, no employee will be allowed to use more than eighty (80) hours of leave consecutively or be absent from work more than two (2) consecutive weeks, whichever is greater.

6.06 Unused Annual Leave

When termination occurs following the first (1st) employment anniversary date, employees will be compensated for vacation leave earned and unused at the date of termination of employment at the employee's current pay rate not to exceed eighty (80) hours.

SECTION 7

SICK LEAVE

7.01 Eligibility and Rate of Earning

- A. Sick leave is provided as a benefit to employees. This benefit allows employees to receive compensation while absent from work on medical leave in accordance with the provisions of Section 7.04, Use. Specifically, this benefit is intended to assist the employee during extended periods of time that an employee is absent from work on medical leave. Each Probationary or Regular Full-Time employee will earn sick leave at a rate of 8.0 hours per month. Probationary or regular part-time employees will earn sick leave at a rate of 4.0 hours per month. Probationary or Regular Full-Time firefighters on 24-hour shift schedule will earn sick leave at a rate of twelve (12.0) hours per month.
- B. Sick leave may be taken during the employee's probationary period. However, in the event the employee resigns or is otherwise terminated before the end of the probationary period, any sick leave taken will be reimbursed to the Town by deduction from the employee's final pay.
- C. Sick leave will not be granted in advance of accrual.
- D. Sick leave will not be considered as time worked for overtime computation.

7.02 Charging Leave

- A. Sick leave will be charged in one (1) hour minimum increments.
- B. Should a holiday occur during sick leave, the holiday shall be charged to holiday leave (See Section 5.04, Holiday on Leave Day).

7.03 Request for Leave

- A. To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor or Department Director in accordance with department regulations. An employee in a unit operating on a twenty-four (24) hour basis must notify the department within a time limit established by the department. This provision may be waived by the Department Director if the employee submits evidence that it was impossible to give such notification.
- B. The Department Director may request a physician's certificate to verify the illness of any employee on sick leave.

- C. An employee who has exhausted sick leave but must be absent due to a use stated in Section 7.04, must use annual leave for the duration of the use or request Leave Without Pay in accordance with provisions of Section 8.08.
- D. An employee who has exhausted annual leave but must be absent due to a use stated in Section 7.04, must request Leave without Pay in accordance with the provisions of Section 9.08 or the employee may be subject to termination.
- E. Family Medical Leave (FMLA) may be paid, unpaid or a combination of paid or unpaid, as provided in Section 9.12 and by the Family and Medical Leave Act (FMLA) of 1993. If the employee has accrued sick leave and/or annual leave, the employee must use accrued sick leave and/or annual leave first and then may take the remainder of the approved FMLA leave as unpaid.

7.04 Use

Sick leave may be granted for the following purposes:

- A. Personal injury, pregnancy, or illness of the employee.
- B. Medical, dental, optical or chiropractic examination or treatment when it is not possible to arrange the appointment during off-duty hours.
- C. Exposure to contagious disease which would endanger others as determined by a physician.
- D. Illness of a member of the employee's immediate family which requires the personal care and attention by the employee (See definition of Immediate Family in Section 2, Definitions of Terms).

7.05 Accrued Leave

There is no limit on the amount of sick leave an employee may accrue.

7.06 Unused Sick Leave

Unused sick leave will not be paid to separating employees.

7.07 Sick Leave Bank

The Town may establish and implement a Sick Leave Bank that may be amended by Resolution.

7.01 Eligibility and Rate of Earning

- A. Sick leave is provided as a benefit to employees. This benefit allows employees to receive compensation while absent from work on medical leave in accordance with the provisions of Section 7.04, Use. Specifically, this benefit is intended to assist the employee during extended periods of time that an employee is absent from work on medical leave. Each employee will earn sick leave on the following basis:

WORK WEEK SICK LEAVE EARNED

40 HOURS

8.0 HOURS PER MONTH

- B. Sick leave may be taken during the employee's probationary period. However, in the event the employee resigns or is otherwise terminated before the end of the probationary period, any sick leave taken will be reimbursed to the Town by deduction from the employee's final pay.
- C. Sick leave will not be granted in advance of accrual.
- D. Sick leave will not be considered as time worked for overtime computation.

7.02 Charging Leave

- A. Sick leave will be charged in one (1) hour minimum increments.
- B. Should a holiday occur during sick leave, the holiday shall be charged to holiday leave (See Section 5.04, Holiday on Leave Day).

7.03 Request for Leave

- A. To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor or Department Director in accordance with department regulations. An employee in a unit operating on a twenty-four (24) hour basis must notify the department within a time limit established by the department. This provision may be waived by the Department Director if the employee submits evidence that it was impossible to give such notification.
- B. The Department Director may request a physician's certificate to verify the illness of any employee on sick leave.
- C. An employee who has exhausted sick leave but must be absent due to a use stated in Section 7.04, must use annual leave for the duration of the use or request Leave Without Pay in accordance with provisions of Section 8.08.

- D. An employee who has exhausted annual leave but must be absent due to a use stated in Section 7.04, must request Leave without Pay in accordance with the provisions of Section 9.08 or the employee may be subject to termination.
- E. Family Medical Leave (FMLA) may be paid, unpaid or a combination of paid or unpaid, as provided in Section 9.12 and by the Family and Medical Leave Act (FMLA) of 1993. If the employee has accrued sick leave and/or annual leave, the employee must use accrued sick leave and/or annual leave first and then may take the remainder of the approved FMLA leave as unpaid.

7.04 Use

Sick leave may be granted for the following purposes:

- A. Personal injury, pregnancy, or illness of the employee.
- B. Medical, dental, optical or chiropractic examination or treatment when it is not possible to arrange the appointment during off-duty hours.
- C. Exposure to contagious disease which would endanger others as determined by a physician.
- D. Illness of a member of the employee's immediate family which requires the personal care and attention by the employee (See definition of Immediate Family in Section 2, Definitions of Terms).

7.05 Accrued Leave

There is no limit on the amount of sick leave an employee may accrue.

7.06 Unused Sick Leave

Unused sick leave will not be paid to separating employees.

7.07 Sick Leave Bank

The Town may establish and implement a Sick Leave Bank that may be amended by Resolution.

SECTION 8

MISCELLANEOUS LEAVES

8.01 Funeral Leave

- A. All full-time employees will be eligible to receive paid funeral leave of up to three (3) days for an in-town funeral or up to five (5) days for an out-of-town funeral for an immediate family member (See definition of Immediate Family, Section 2, Definitions of Terms) and upon approval of the Department Director.
- B. The employee may be required to provide proof of death in the immediate family before compensation is approved.
- C. If additional time off is necessary to attend a funeral of an immediate family member, annual leave may be used.
- C. If the employee wishes to attend the funeral of someone outside his/her immediate family, annual leave or leave without pay may be granted.

8.02 Special Leave

- A. In the case of a serious illness, injury, or temporary care of the employee's immediate family requiring the employee's attendance, the employee's Department Head may grant up to two days of special leave per year.
- B. A Department Head may require verification of the employee's relationship and reason for leave.

8.03 Court Leave

- A. An employee attending court as a witness on behalf of a governmental agency or for jury duty during their normal working hours shall receive leave with pay at their regular rate for the hours, they attend court.
- B. All regular full-time employees subpoenaed to attend court on behalf of the Town are eligible for leave with pay. Those employees who become plaintiffs or defendants in personal litigation are not eligible for leave with pay, however, annual leave or leave without pay may be granted.
- C. Employees who attend court for only a portion of a regularly scheduled workday are expected to report to their supervisor when excused or released by the court.

- D. Employees required to attend court as stated in "A" above and are on scheduled annual leave may be allowed to take additional leave with pay at a later date for that court time.
- E. Fire Department employees who attend court on behalf of the Town during off-duty time may receive compensatory time off and may receive the normal witness fees.
- F. All court attendance must be verified before an employee is compensated. Monies received from court appearances will be turned over to the Town, except for travel pay and as shown in "E" above.

8.04 Conference Leave

An employee may be granted leave with pay to attend professional and technical institutes, conferences or other meetings which contribute to the effectiveness of the employee's service. All such leave and travel expenses will be subject to the approval of the Town Manager.

8.05 Military Leave

- A. An employee who is a member of the United States Armed Forces Reserve or the Florida National Guard, upon presentation of a copy of the employee's official orders or appropriate military certification for periods engaged in annual field training or other active duty, shall be entitled to leave without loss of pay, time or efficiency rating.
- B. Such leave with pay shall not exceed seventeen (17) calendar days in any year.
- C. An employee who is a member of the military reserve and has been called into active military service, as defined in Section 115.08, Florida Statutes, shall receive the first thirty (30) days of leave with full pay.
- D. A copy of the official orders or appropriate military certification shall be filed in the employee's personnel file.

8.06 Civil Disorder or Natural Disaster

- A. Employees who are members of a volunteer fire department, police auxiliary or reserve, civil defense unit or other law enforcement-type organization may be granted leave with pay upon approval by the Town Manager when called on to perform duties in times of civil disturbances, riots, and natural disasters.

- B. Normally the leave should not exceed two (2) days on any one occasion.
- C. The Town will reimburse the employee for their difference between the Military pay and their regular Town pay during the approved period of service.

8.07 Examinations

An employee may be granted leave with pay for the purpose of taking examinations that will upgrade their qualifications. The examination should be related to the employee's present job and approval must be received from the Town Manager.

8.08 Leave without Pay

- A. The decision to grant a leave without pay (leave of absence) will be at the discretion of the Town Manager.
- B. The following provisions apply to leave without pay:
 1. An employee granted a leave without pay must keep the department informed of his/her current activity and current address.
 2. An employee who obtains either part-time or full-time employment elsewhere while on an authorized leave without pay is required to notify the department in writing within three (3) days of accepting such employment.
 3. Failure to comply with all the leave without pay policy requirements will result in the employee being dropped from leave of absence status, in which case he/she must return to duty or be discharged.
 4. Any employee granted leave without pay shall contact the Department Director at least two (2) weeks prior to the expiration of the leave to facilitate the reinstatement process.
 5. Failure to return to work at the expiration of the leave shall be considered as a resignation.
 6. Sick leave, annual leave or holiday leave will not be earned by an employee for the time that the employee is on leave without pay.
- C. Employees wishing to continue their insurance coverage must pay both individual and family premiums while on leave without pay.

8.09 Disability Leave (Accident Leave)

- A. Employees of the Town who are injured on the job are eligible for Worker's Compensation.
- B. The employee is not entitled to un-accumulated sick days and vacation days.
- C. Employees who exceed one week on Disability and Accident leave will be placed on Family Medical Leave retroactive to the date of injury, if eligible, otherwise employee may be placed on leave without pay at the discretion of the Town Manager.

8.10 Maternity Leave

- A. Federal guidelines on gender discrimination provide that maternity related absences may be considered and treated as a temporary disability. Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom is, for all job-related purposes, temporary disability. The sick leave plan shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as it is applied to other temporary disabilities.
- B. Maternity leave is a period of approved absence for incapacitation related to pregnancy and confinement. Maternity leave may be charged to sick leave or to any combination of sick leave, annual leave and leave without pay.
- C. The time when a woman on maternity leave should return to work will be determined on an individual basis and will generally depend on the physical nature of the work, the needs of the Town and the results of professional medical guidance.
- D. An employee will be allowed to continue working so long as the conditions of the pregnancy do not adversely impair her work performance or health as determined by the Town with physician, and employee input, and on the needs of the Town.
- E. The date on which the employee shall return to work following maternity leave shall be based on a medical statement from a certified physician stating that she is physically and mentally able to perform normal duties of her position with full efficiency.

8.11 Voting Leave

During a primary or general election, an employee who is registered to vote and whose hours of work do not allow enough time for voting shall be allowed the necessary time off with pay for this purpose. When the polls are open two (2) hours before or two (2) hours after their regularly scheduled work period, it will be considered sufficient time for voting.

8.12 Family and Medical Leave

- A. The Town of Dundee may grant up to twelve (12) weeks of Family and Medical Leave during each calendar year to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA). To be eligible the employee must have worked for the Town of Dundee for at least twelve (12) months and have worked at least 1,250 hours during the twelve (12) month period immediately before the requested leave date. The employee is entitled to FMLA for one of the following reasons:
 - 1. The birth and care of a child [leave completed within one (1) year of birth].
 - 2. The placement of a child with an employee for adoption or foster care [leave completed within one (1) year of placement].
 - 3. The care of a spouse (legally married), child or parent with a serious health condition.
 - 4. The serious health condition of the employee. A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice or residential medical care facility, or a condition which requires continuing care by a licensed health care provider. Voluntary cosmetic treatments which are not medically necessary are excluded unless inpatient hospital care is required. Treatment for substance abuse is included when inpatient care is required.
- B. Family and Medical Leave time in excess of twelve (12) weeks may be requested and considered on a case-by-case basis with due consideration being given to individual circumstances; however, leaves of absence will not exceed beyond a six (6) month period.
- C. Eligible employees may take family and medical leave in consecutive weeks or use the leave intermittently. Leave for birth or adoption, or foster care of a child must be taken within one (1) year of the birth or placement of the child, and the Town and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hourly schedule.

- D. An employee requesting leave under this policy must submit the request in writing to his or her immediate supervisor with a copy to the Department Director. Except where leave is not foreseeable, the employee must give the Town thirty (30) days notice of the requested leave. If it is not possible to give thirty (30) days notice, the employee must give as much notice as is practicable.
- E. An employee requesting leave for the care of his or her spouse, child, or parent with a serious health condition or for the employee's serious health condition, is required to supply written certification of the serious health condition stating the date the condition began, diagnosis and the probable duration of the condition. If the leave is for the employee's serious health condition, the health care provider must state the employee is unable to perform assigned job duties.
- F. The completed leave of absence request and, if appropriate, the medical authorization is to be forwarded to the Department Director and Town Manager for consideration of approval.
- G. Family and Medical Leave may be paid, unpaid or a combination of paid and unpaid. If the employee has accrued sick leave and/or annual leave the employee must use accrued sick leave and/or annual leave first and then may take the remainder of the approved FMLA leave as unpaid.
- H. An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits, and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility, and authority.
- I. Employees who exceed one week of sick leave for an unforeseeable qualifying illness will be placed on Family and Medical Leave retroactive to the date of illness.

8.13 School Visitation Leave

- A. An employee will be provided up to one (1) day of unpaid leave per school year to attend the primary or secondary school conferences or classroom activities related to the employees' children that cannot be scheduled during non-work hours. No more than four (4) hours of the one (1) day of leave may be taken on any one day. If an employee wishes to make up the time taken off, then the Town will make a good faith effort to allow the employee to do so.

- B. An employee must exhaust all earned and accrued, paid vacation, and holiday leave before requesting school visitation leave. An employee also must give the Town seven (7) days notice prior to taking the leave. If it is an emergency, then an employee must provide only twenty-four (24) hour notice to the Town. After completion of the school visit, an employee may be required to submit to the Town written verification that the visit occurred.

8.01 Funeral Leave

- A. All full-time employees will be eligible to receive paid funeral leave of up to three days for an in-town funeral or up to five days for an out-of-town funeral for an immediate family member (See definition of Immediate Family, Section 2, Definitions of Terms) and upon approval of the Department Director.
- B. The employee may be required to provide proof of death in the immediate family before compensation is approved.
- C. If additional time off is necessary to attend a funeral of an immediate family member, annual leave may be used.
- D. If the employee wishes to attend the funeral of someone outside his/her immediate family, annual leave or leave without pay may be granted.

8.02 Special Leave

- A. In the case of a serious illness, injury, or temporary care of the employee's immediate family requiring the employee's attendance, the employee's Department Head may grant up to sixteen (16) hours of special leave per year.
- B. A Department Head may require verification of the employee's relationship and reason for leave.

8.03 Court Leave

- A. An employee attending court as a witness on behalf of a governmental agency or for jury duty during their normal working hours shall receive leave with pay at their regular rate for the hours, they attend court.
- B. All regular full-time employees subpoenaed to attend court on behalf of the Town are eligible for leave with pay. Those employees who become plaintiffs or defendants in personal litigation are not eligible for leave with pay, however, annual leave or leave without pay may be granted.

- C. Employees who attend court for only a portion of a regularly scheduled workday are expected to report to their supervisor when excused or released by the court.
- D. Employees required to attend court as stated in "A" above and are on scheduled annual leave may be allowed to take additional leave with pay at a later date for that court time.
- E. Fire Department employees who attend court on behalf of the Town during off-duty time may receive compensatory time off and may receive the normal witness fees.
- F. All court attendance must be verified before an employee is compensated. Monies received from court appearances will be turned over to the Town, except for travel pay and as shown in "E" above.

8.04 Conference Leave

An employee may be granted leave with pay to attend professional and technical institutes, conferences or other meetings which contribute to the effectiveness of the employee's service. All such leave and travel expenses will be subject to the approval of the Town Manager.

8.05 Military Leave

- A. An employee who is a member of the United States Armed Forces Reserve or the Florida National Guard, upon presentation of a copy of the employee's official orders or appropriate military certification for periods engaged in annual field training or other active duty, shall be entitled to leave without loss of pay, time or efficiency rating.
- B. Such leave with pay shall not exceed seventeen (17) calendar days in any year.
- C. An employee who is a member of the military reserve and has been called into active military service, as defined in Section 115.08, Florida Statutes, shall receive the first thirty (30) days of leave with full pay.
- D. A copy of the official orders or appropriate military certification shall be filed in the employee's personnel file.

8.06 Civil Disorder or Natural Disaster

- A. Employees who are members of a volunteer fire department, police auxiliary or reserve, civil defense unit or other law enforcement-type organization may

be granted leave with pay upon approval by the Town Manager when called on to perform duties in times of civil disturbances, riots, and natural disasters.

- B. Normally the leave should not exceed two (2) days on any one occasion.
- C. The Town will reimburse the employee for their difference between the Military pay and their regular Town pay during the approved period of service.

8.07 Examinations

An employee may be granted leave with pay for the purpose of taking examinations that will upgrade their qualifications. The examination should be related to the employee's present job and approval must be received from the Town Manager.

8.08 Leave without Pay

- A. The decision to grant a leave without pay (leave of absence) will be at the discretion of the Town Manager.
- B. The following provisions apply to leave without pay:
 - 1. An employee granted a leave without pay must keep the department informed of his/her current activity and current address.
 - 2. An employee who obtains either part-time or full-time employment elsewhere while on an authorized leave without pay is required to notify the department in writing within three (3) days of accepting such employment.
 - 3. Failure to comply with all the leave without pay policy requirements will result in the employee being dropped from leave of absence status, in which case he/she must return to duty or be discharged.
 - 4. Any employee granted leave without pay shall contact the Department Director at least two (2) weeks prior to the expiration of the leave to facilitate the reinstatement process.
 - 5. Failure to return to work at the expiration of the leave shall be considered as a resignation.
 - 6. Sick leave, annual leave or holiday leave will not be earned by an employee for the time that the employee is on leave without pay.

- C. Employees wishing to continue their insurance coverage must pay both individual and family premiums while on leave without pay.

8.09 Disability Leave (Accident Leave)

- A. Employees of the Town who are injured on the job are eligible for Worker's Compensation.
- B. The employee is not entitled to un-accumulated sick days and vacation days.
- C. Employees who exceed one week on Disability and Accident leave will be placed on Family Medical Leave retroactive to the date of injury, if eligible, otherwise employee may be placed on leave without pay at the discretion of the Town Manager.

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- A. Federal guidelines on gender discrimination provide that maternity related absences may be considered and treated as a temporary disability. Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom is, for all job-related purposes, temporary disability. The sick leave plan shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as it is applied to other temporary disabilities.
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- C. The time when a woman on maternity leave should return to work will be determined on an individual basis and will generally depend on the physical nature of the work, the needs of the Town and the results of professional medical guidance.
- D. An employee will be allowed to continue working so long as the conditions of the pregnancy do not adversely impair her work performance or health as determined by the Town with physician, and employee input, and on the needs of the Town.
- D. The date on which the employee shall return to work following maternity leave shall be based on a medical statement from a certified physician stating that she is physically and mentally able to perform normal duties of her position with full efficiency.

8.11 Voting Leave

During a primary or general election, an employee who is registered to vote and whose hours of work do not allow enough time for voting shall be allowed the necessary time off with pay for this purpose. When the polls are open two (2) hours before or two (2) hours after their regularly scheduled work period, it will be considered sufficient time for voting.

8.12 Family and Medical Leave

- A. The Town of Dundee may grant up to twelve (12) weeks of Family and Medical Leave during each calendar year to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA). To be eligible the employee must have worked for the Town of Dundee for at least twelve (12) months and have worked at least 1,250 hours during the twelve (12) month period immediately before the requested leave date. The employee is entitled to FMLA for one of the following reasons:
 - 1. The birth and care of a child [leave completed within one (1) year of birth].
 - 2. The placement of a child with an employee for adoption or foster care [leave completed within one (1) year of placement].
 - 3. The care of a spouse (legally married), child or parent with a serious health condition.
 - 4. The serious health condition of the employee. A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice or residential medical care facility, or a condition which requires continuing care by a licensed health care provider. Voluntary cosmetic treatments which are not medically necessary are excluded unless inpatient hospital care is required. Treatment for substance abuse is included when inpatient care is required.
- B. Family and Medical Leave time in excess of twelve (12) weeks may be requested and considered on a case-by-case basis with due consideration being given to individual circumstances; however, leaves of absence will not exceed beyond a six (6) month period.
- C. Eligible employees may take family and medical leave in consecutive weeks or use the leave intermittently. Leave for birth or adoption, or foster care of a child must be taken within one (1) year of the birth or placement of the child, and the Town and the employee must mutually agree to the schedule before

the employee may take the leave intermittently or work a reduced hourly schedule.

- D. An employee requesting leave under this policy must submit the request in writing to his or her immediate supervisor with a copy to the Department Director. Except where leave is not foreseeable, the employee must give the Town thirty (30) days notice of the requested leave. If it is not possible to give thirty (30) days notice, the employee must give as much notice as is practicable.
- E. An employee requesting leave for the care of his or her spouse, child, or parent with a serious health condition or for the employee's serious health condition, is required to supply written certification of the serious health condition stating the date the condition began, diagnosis and the probable duration of the condition. If the leave is for the employee's serious health condition, the health care provider must state the employee is unable to perform assigned job duties.
- F. The completed leave of absence request and, if appropriate, the medical authorization is to be forwarded to the Department Director and Town Manager for consideration of approval.
- G. Family and Medical Leave may be paid, unpaid or a combination of paid and unpaid. If the employee has accrued sick leave and/or annual leave the employee must use accrued sick leave and/or annual leave first and then may take the remainder of the approved FMLA leave as unpaid.
- H. An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits, and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility, and authority.
- I. Employees who exceed one week of sick leave for an unforeseeable qualifying illness will be placed on Family and Medical Leave retroactive to the date of illness.

8.13 School Visitation Leave

- A. An employee will be provided up to eight (8) hours of unpaid leave per school year to attend the primary or secondary school conferences or classroom activities related to the employees' children that cannot be scheduled during non-work hours. No more than four (4) hours of the eight (8) hours of leave may be taken on any one day. If an employee wishes to make up the time taken off, then the Town will make a good faith effort to allow the employee to do so.

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- A. An employee must exhaust all earned and accrued, paid vacation, and holiday leave before requesting school visitation leave. An employee also must give the Town seven (7) days notice prior to taking the leave. If it is an emergency, then an employee must provide only twenty-four (24) hour notice to the Town. After completion of the school visit, an employee may be required to submit to the Town written verification that the visit occurred.

SECTION 9

EMPLOYEE DEVELOPMENT AND WELFARE ACTIVITIES

9.01 Employee Development and Training

The Town Manager, Department/Division Heads, Town administration, employees and others may foster and promote programs of in-service training of Town employees for the purpose of improving the quality of employee services rendered to the Town and to help employees prepare themselves for advancement in the Town's service.

9.02 Types of Training

The following types of training may be offered to employees at the discretion of the supervisor and the Town Manager:

1. Recruit training. Formal training programs which must be completed during the probationary period following original appointment as a prerequisite to continued employment.
2. In-service training. Training conducted during working or nonworking hours on an individual or group basis to improve skill performance, introduce new techniques, and/or keep abreast of developments in the employee's field.
3. Specialized training. Attendance of vocational, technical, or professional training programs directly related to service functions.
4. Academic instruction. Completion, by correspondence or classroom attendance, of course work provided by accredited educational institutions where such information will benefit the Town.

9.03 Payment of Training Expenses

All expenses for recruit, in-service, and specialized training including tuition, fees, supplies, and books will be reimbursed by the Town, as budgetary constraints allow. Employees should consult with the Department/Division head prior to registering for training to ensure the proper funding is available. Documented travel, lodging, and other related costs will be reimbursed as follows:

1. All reasonable employee expenses for meals allowed under F.S. 112.061 6.
(a).2
2. Single accommodation for hotel room.
3. Coach or economy fare for airplane, train, or bus. If the employee's personal vehicle is used, reimbursement shall be in accordance with the Internal Revenue

Service's regulations. Transportation to the training shall be based on the most economical total cost to the Town.

4. Miscellaneous expenses such as taxi and car rental, if required. Personal telephone calls, haircuts, newspapers, dry cleaning, and shoeshines, for example, shall not be considered to be eligible miscellaneous expenses.
5. The Town will not compensate for the expenses incurred by spouses or additional guests.

9.04 Prior Approval Required

Training may be recommended by Department/Division Heads and approved by the Town Manager prior to registration. Recommendation and approval, if given, shall be made in accordance with the criteria set below. No reimbursement for training expenses shall made without such approval.

9.05 Training Decisions

Decisions as to which training sessions may be authorized are based upon budget information and hearing process but, in general, no more than one state conference outside the Orlando area may be authorized for any general management/supervisory employee in any year and in each case must be approved in advance by the Town Manager. Various local conferences for all other employees may be authorized as funds and duty conditions permit.

9.06 Membership in Professional Organizations

Town Employees are encouraged to affiliate with, and the Town may pay the membership fees for professional organizations or societies for which they qualify by education or training provided that such affiliation produces observable benefits for the Town and such affiliation is authorized by the Town Manager.

9.07 Professional Licenses

The Town shall not pay the cost of any federal and/or state license registration and certification fees required by the employee's position.

9.08 Reimbursement of Training Expenses

Any employee who voluntarily terminates their employment with the Town of Dundee, shall reimburse the Town for all training related costs for any specialized training which the employee received within the twelve-month period prior to separation. The amount for the training will be deducted from the employee's final paycheck. Any additional amount will be reimbursed by the employee.

Exceptions to this regulation shall be considered on a case-by-case basis by the Town Commission.

SECTION 10 **SEPARATIONS**

10.01 Types of Separations

Separations and/or terminations from positions in the Town are designated as one of the following types:

- A. Resignation
- B. Retirement
- C. Disability
- B. Death
- E. Reduction in Force (Lay-Off)
- F. Dismissal or Discharge
- G. End of Temporary Assignment

10.02 Resignation

- A. An employee voluntarily leaves the Town.
- B. An employee wishing to resign in good standing shall file a written resignation with the Town, stating the resignation date and reason for leaving. The notice must be given two (2) weeks prior to the date of separation. Failure to comply with this provision may be cause of denying the employee re-employment.
- C. No person shall demand or request that an employee sign an undated resignation or any blank form. No employee shall be required to sign such a form. Any such demand shall entitle the employee to immediate use of the Town grievance procedure.
- D. Employees who resign in good standing will receive payment for all accrued vacation for which they are eligible according to the provisions of these rules and regulations. Employees with less than one year of employment are not eligible for any payout under this rule.
- E. An employee who has submitted a resignation is eligible for paid holidays but may not take paid sick leave, personal days, or vacation during the notice period. Earned vacation may not be used to extend the termination date beyond the last day worked unless approved by the Town Manager.
- F. Employees who intend to resign must use their accrued days prior to submitting their resignation. Personal days will be forfeited if unused.
- G. Subject to any limitations imposed by applicable law, unauthorized absences or absences determined to be unexcused for a period of three (3)

consecutive days or more shall be treated as resignation without notice and the employee shall be automatically terminated.

10.03 Retirement

A procedure whereby an employee is separated from the Town consistent with the provisions of the retirement plan in effect.

10.04 Health

- A. When an applicant is appointed to a position before the final report of a health examination is received, and the final report shows that the employee is not physically qualified to perform the duties of the position despite reasonable accommodations not creating an undue hardship on the Town, the applicant will be separated.
- B. The Town may request that an employee be examined by the Town's designated physician. If disability of any kind is discovered which impairs the effectiveness of an employee in performing the work or makes continuance on the job a danger to the employee or others, the following action shall be taken:
 - 1. If the disability is correctable, the employee will be allowed a specific time to take steps to have the disability corrected. If the employee fails to take steps to have the disability corrected within the specified time, the employee shall be subject to dismissal.
 - 2. If, in the opinion of the examining physician, the disability cannot be corrected, the Town Manager will attempt to place the employee in another position which he/she can perform satisfactorily. If that step cannot be accomplished successfully, the employee shall be separated either through retirement or dismissal.

10.05 Death

For record keeping purposes, separation shall be effective as of the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse or the estate of the employee, as determined by law.

10.06 Reduction in Force (lay-off)

- A. When it becomes necessary to reduce the number of employees because of lack of funds, shortage of work, the abolition of a position or other causes which do not reflect discredit on the service of the employees, employees shall be laid off based on the following factors, each weighed equally:

1. Length of service in the class.
 2. Length of service with the Town.
 3. Performance evaluation for the past three (3) years or for the entire period of service where the length of service with the Town is less than three (3) years.
- B. No regular employee shall be laid-off while another person in the effected class is employed on a provisional, part time, temporary or seasonal basis.
- C. Recall will be offered to laid-off employees provided they are physically and otherwise qualified to perform the duties of the job.
- D. The Town Manager shall give the employee to be laid-off written notice of the action before the effective date of the lay-off.
- E. When a Department Director believes that an employee is essential to the efficient operations of the department due to special skills or abilities and wishes to retain this individual, the Department Director must submit a written request to the Town Manager. The decision of the Town Manager regarding retention or lay-off is final.
- F. A laid-off employee shall be paid for all eligible accrued annual leave credits. An employee who is reinstated within one (1) year shall have unused sick leave credits restored.

10.07 Dismissal or Discharge

- A. A discharge is the involuntary separation of an employee from the Career Service. Employees discharged for disciplinary reasons will not be eligible for rehire and shall lose all seniority and reinstatements privileges.
- B. Charges which form the basis for a dismissal of an employee shall be specific and shall be documented, including dates and places of incidents, by the supervisor or Department Director.
- C. The procedure for dismissal shall be as follows:
1. During the probationary period following original appointment, a finding by the Town Manager that a dismissal is for the good of the Town shall be final.

2. Career Service employees who are to be dismissed shall be notified in writing of the specific causes for dismissal prior to dismissal. Such notice will include the employee's rights of appeal.
- D. The Town Manager or designee may suspend an employee for disciplinary reasons or pending court proceedings concerning actions that may result in dismissal.
1. An employee may be suspended with or without pay for acts involving unsatisfactory performance or conduct prejudicial to the public interest.
 2. An employee may be indefinitely suspended with or without pay if they have been indicted for a felony or for a misdemeanor involving moral turpitude. The suspension shall be terminated by restoration to the Career Service or by dismissal upon the decision of the court. If the employee is restored to the Career Service, full pay for the entire period of suspension will be paid and eligibility for merit pay increase and accrual of leave credits shall not have been interrupted by the suspension.
 3. The employee shall receive written notice, stating the nature and reason for the action, the duration, and rights of appeal.

10.08 Exit Interview

It is the desire of the Town to determine why employees leave the Career Service. An exit interview program may be established by the Town Manager and administered to determine the causes of and possible solutions for turnover within the work force.

10.09 Return of Town Property

At the time of separation from employment, the employee shall return all records, books, assets, uniforms, keys, tools, computers, tablets, cell phones, chargers, and all other items of Town property to Human Resources and receipt/acknowledgement of these will be given to employee. Failure to return same in usable condition shall result in maximum deduction allowed by law from the employee's final paycheck. Any balance due over and above the amount deducted from the employee's paycheck may be collected by the Town through appropriate legal action.

All outstanding voluntary debts to the Town incurred by the employee, such as cost of non-compensatory training, shortages or advances of leave or expense accounts, and other standing debts due to the Town will be deducted from the employees final paycheck.

SECTION 11

SAFETY

11.01 Accident Prevention

Department Directors, supervisors and employees should recognize their responsibility for a successful safety program and will participate in the development, implementation, and improvement of this program. Supervisors must have a continuing concern with all possible safety and operational economies. Inadequate safety training, improper equipment handling, and neglect can increase costs, cause accidents, and reduce productivity.

11.02 Accident Reporting

- A. Employees will be advised by their supervisor of their responsibility to immediately report all injuries that occur on the job to their supervisor. Delay in reporting an injury can cause complication of the injury and delayed recovery.
- B. Accident reports must be submitted by the injured employee's supervisor within twenty-four (24) hours of the accident or the report of the injury. If the accident occurs over a holiday or weekend, the accident report should then be submitted within twenty-four (24) hours from the time the work period starts after the weekend or holiday. This applies to industrial accidents and first aid injuries, as well as to injuries resulting from vehicular accidents involving Town vehicles. A vehicular accident report will be submitted. If an employee is injured, an injury report will also be required.
- C. In the case of any major or minor vehicular accident, the appropriate law enforcement agency shall be notified immediately.

11.03 Worker's Compensation

Payment of Worker's Compensation to employees who are disabled because of an injury arising out of and in the course of performing their duties will be governed by the Florida State Worker's Compensation Law and Town procedures.

11.04 Employee Safety Awards

The Town Manager may institute an Employee Safety Award Program. Safety awards may be made either to groups of employees or to individuals and will normally be made in recognition of praiseworthy and outstanding safety performance.

SECTION 12

DISCIPLINARY ACTION

12.01 Intent

- A. It is the intent of the Town that effective supervision and employee relations will avoid most matters which necessitate disciplinary action.
- B. Each instance differs in many respects from other situations and the Town retains the right to treat each occurrence on an individual basis, without creating a precedent for other cases, which may arise in the future. The Town Manager retains the right to suspend any disciplinary action which may be taken as a result of good behavior for a specified term.
- C. The following guidelines are not to be construed as limitations upon the retained rights of the Town. The policies provide recommended penalties to apply for specific offenses. This means that a more severe or less severe penalty may be issued than that which appears in the guidelines if it is justified.
- D. Disciplinary action is intended to correct improper conduct or deficiencies, not to punish an offending employee. Disciplinary action shall, therefore, only be severe enough to constitute an attempt to bring about correction. Discharge shall be resorted to only when other efforts to bring about correction have failed or when the severity of the offense warrants such measures.

Depending upon the circumstances, acceptable disciplinary actions may include:

- 1. Written Warning/Counseling
 - 2. Written Reprimand
 - 3. Suspension
 - 4. Demotion
 - 5. Discharge
- E. Offenses requiring disciplinary action are divided into three (3) types to reflect degrees of severity. In each group and for each guideline, consideration will be given to the severity of the offense, the cost involved, the time interval between violations, the length and quality of the employee's service and the abilities of the employee. In each case, where the penalty is modified from the recommended guideline, the reason for such modification will be noted in writing.

- F. In all cases, the Department Director shall notify the employee of the action taken and a copy of such notice will be included in the employee's personnel file.
- G. In addition to the general types of offenses listed below, infractions of departmental rules and regulations will subject the employee to disciplinary action.

12.02 Types of Offenses

The three (3) groups of offenses and guides for recommended penalties are as follows:

GROUP I OFFENSES

FIRST OFFENSE	WRITTEN WARNING
SECOND OFFENSE	WRITTEN REPRIMAND AND/OR UP TO 5 DAYS SUSPENSION
THIRD OFFENSE	UP TO DISCHARGE

1. Operating, using, possessing Town tools, equipment, or machines which the employee has not been assigned or performing other than assigned work.
2. Quitting work, wasting time, loitering, or leaving assigned work area during working hours without permission.
3. Washing up or changing clothes during working hours without specific permission.
4. Taking more than the specified time for meals or break period.
5. Demonstrating productivity or work quality which is not up to required standards of performance.
6. Disregarding job duties by loafing or neglecting work during working hours.
7. Reporting to work or working while unfit for duty, either medically, mentally, or physically.
8. Posting or removing any material on official bulletin boards or Town property without authorization.
9. Distributing written or printed material of any description on Town premises unless authorized.

10. Failing to report an accident or personal injury in which the employee was involved while on the job.
11. Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the attention of others, catcalls, demonstrations on the job or similar types of conduct.
12. Knowingly creating or contributing to unsafe and unsanitary conditions or poor housekeeping.
13. Failing to pay just debts or failing to make reasonable provision for the future payment of such debts, thereby causing loss of time and productivity to the Town or to Town staff.
14. Failing to report the loss of a Town identification card immediately to the Department Director, where applicable.
15. Failing to keep the department and the personnel office notified of proper address and telephone number (if any).
16. Receiving or making an excessive amount of personal phone calls while on working time.
17. Failing to report to work on time.
18. Vending, soliciting, or collecting contributions for any purpose whatsoever at any time on Town premises, unless authorized.
19. Habitually reporting late to work. "Habitually" is considered occurring three (3) times within a ninety (90) day period.
20. Chronically being absent from work. "Chronically" is considered three (3) occurrences within a ninety (90) day period.

GROUP II OFFENSES

FIRST OFFENSE	WRITTEN REPRIMAND AND/OR UP TO 5 DAYS SUSPENSION
SECOND OFFENSE	UP TO DISCHARGE

1. Threatening, intimidating, coercing, or interfering with fellow employees or supervisors at any time, including using abusive language.
2. Failing to work overtime, special hours, or special shifts after being scheduled according to overtime and standby duty policies.

3. Leaving assigned post at the end of the scheduled shift without being relieved by the supervisor or the relieving employee on the incoming shift, for those units operating on a twenty-four (24) hour basis.
4. Neglecting to comply with requirements set forth in departmental rules and standards of conduct.
5. Engaging in gambling, lottery, or any other game of chance at Town workstations at any time.
6. Making or publishing false, vicious, or malicious statements concerning any employee, supervisor, the Town, or its operations.
7. Being absent without permission or leave.
8. Provoking or instigating a fight or fighting on Town property.
9. Violating rules or practices which may affect the safety of Town personnel, equipment, tools, or property.
10. Failing to report a request for information or receipt of a subpoena from an attorney for a matter relating to Town business.
11. Violating any or all the steps outlined in the grievance procedure.
12. Knowingly harboring a serious communicable disease which may endanger other employees.
13. Violating personnel policies.
14. Habitually failing to punch one's own timecard, where applicable. "Habitually" is considered occurring three (3) times in any ninety (90) day period.
15. Showing discourtesy to persons with whom the employee encounters while in the performance of duties.

GROUP III OFFENSES

FIRST OFFENSE

UP TO DISCHARGE

1. Wanton or willful neglect in performing assigned duties.
2. Deliberately misusing, destroying, or damaging any Town property or property of a Town employee without proper authorization.

3. Receiving from any person, or participating in any fee, gift, or other valuable thing in the course of work, when such fee, gift or other valuable thing is given in the hope or expectation of receiving a favor of better treatment than that accorded other persons.
4. Knowingly punching the timecard of another employee, having one's own timecard punched by another employee or unauthorized altering of a timecard or time sheet, where applicable.
5. Falsifying or altering personal or Town records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record, or application.
6. Making false claims or misrepresentations in an attempt to obtain sickness or accident benefits or worker's compensation.
7. Insubordination by refusing to perform work assigned or to comply with written or verbal instructions of a supervisor.
8. Unauthorized use or display of firearms, explosives, or weapons on Town property, unless specifically authorized.
9. Theft or removal of any Town property or property by an employee from Town locations without proper authorization.
10. Sleeping during duty hours, unless authorized.
11. Being absent from duty for a period of three (3) consecutive working days without proper authorization. Fire personnel working on a fifty-six (56) hour basis and have two (2) consecutive unauthorized absences from their scheduled shifts work may be considered a resignation.
12. Failing to return from an authorized leave of absence.
13. Permitting another person to use an employee's identification card, using another person's card, or altering an identification card.
14. Incompetence or inefficiency in the performance of assigned duties.
15. Using alcohol and/or controlled substance or being under the influence of same on the Town's premises and/or on working time. Possession or sale of alcohol or controlled substance on the Town's premises and/or working time.
16. Being found guilty or pleading guilty or nolo contendere (even where adjudication is withheld) to a felony, misdemeanor or misdemeanor involving

moral turpitude. A "crime of moral turpitude" includes a criminal conviction or plea of nolo contendere, where the criminal act or conduct is contrary to justice, honesty, modesty, community morality, or good morals, generally. A crime of moral turpitude thus includes, but is not limited to, any crime, the Commission of which, reflects adversely on a person's reputation, integrity, or reliability to which otherwise brings, tends to bring, or may reasonably be expected to bring, discredit or disrepute upon that person or that person's employer.

17. Failure to notify the Town that charges have been filed against the employee by a prosecuting official.
18. Using or attempting to use political influence or bribery to secure an advantage of any manner.
19. Concerted curtailment, restriction of production or interference with work in or about the Town's work stations, including but not limited to, instigating, leading, or participating in any walkout, strike, sit-down, stand-in, slow-down or refusal to return to work at the scheduled time for the scheduled shift.
20. Beginning or maintaining an outside personal or business economic relationship which affords present or future financial benefits to the employee and may be considered a conflict of interest securing advantage of goods, services or influence due to the position of the employee with the Town.
21. Failure to meet established standards of work, morality, or ethics to an extent that the employee is unsuitable for employment with the Town in the position in which the employee was serving.
22. Disgraceful personal conduct.

12.03 Warning and Reprimand

- A. Whenever employee performance, attitude, work habits or personal conduct at any time falls below a desirable level, supervisors shall inform employees promptly and specifically of such lapses and give counsel and assistance. If appropriate and justified, a reasonable period for improvement may be allowed before initiating disciplinary measures.
- B. A written reprimand will be sent to the employee and a copy shall be placed in the employee's personnel file. The employee's immediate supervisor usually initiates a written reprimand.

12.04 Suspension

A suspended employee shall be notified by their supervisor at the time of suspension in addition to the specific reason for the action, the expected corrective action, and his/her rights of appeal. Such notification shall be in writing, dated and hand-delivered to the employee or delivered by certified mail to the employee or the employee's last known address. A copy of the suspension shall be forwarded to the employee's personnel file.

12.05 Appeals

- A. The Town Manager shall hear appeals in cases involving disciplinary actions of regular employees who have satisfactorily completed their probationary period.
- B. The appeal shall be made within ten (10) working days after delivery or mailing to the employee of the written notice, by filing a written request for a hearing with the Town Manager.
- C. The Town Manager shall set a time and a place for the hearing to be held at the earliest possible date. The Town Manager shall notify the employee and the Department Director of the time and place scheduled for the hearing.
- D. Hearings before the Town Manager shall be conducted informally in accordance with procedures established by the Town Manager and shall not be bound by formal rules of evidence.
- E. The decision of the Town Manager shall be final.

12.06 Dismissal

Employees dismissed for cause will receive notification in accordance with the procedures in these Personnel Policies.

SECTION 13

EMPLOYEE GRIEVANCE PROCEDURE

13.01 Purpose

Dundee strives to ensure fair and honest treatment of all employees. Accordingly, it is the policy of the Town of Dundee, insofar as is possible, to prevent the occurrence of grievances and to deal promptly with those which occur. It is the intent and desire of the town to adjust complaints and grievances informally and both supervisors and employees are expected to make every effort to resolve problems as they arise. Consequently, every supervisor has a primary responsibility to settle any grievance, which may develop in his/her immediate work unit, and the resolution of such problems should be handled orally, if possible. Department heads, supervisors, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism. This grievance procedure is established to provide full opportunity to all employees to bring to the attention of management, complaints, grievances, or situations that the employee feels need either adjustment or information.

13.02 Grievances

An employee may file a grievance to register a complaint, resolve a problem, request clarification of existing rules and regulations, to recommend modifications of same, or to request information relative to respective job situations which is not otherwise privileged or confidential in nature.

Employees may make constructive suggestions in the areas of administrative responsibilities (organizational structure, work to be performed, equipment to be used, money to be spent in performing the work, selection of supervisory personnel, standards of selecting employees) however; such responsibilities should not be encroached upon by the Employee to form the basis of a grievance complaint.

Employee grievance procedures shall not apply to any contractual agreement existing between the Town of Dundee and an individual employee or association of employees; rather, grievances shall be filed in accordance with the conditions of the applicable contractual agreement. If an employee has a complaint against the Town Manager, Mayor, or a member of the Town Commission they may address their problem to the town attorney or his delegate if the town attorney determines that he is unable to consider the grievance, whose decision shall be final and there will be no further administrative appeal.

13.03 Procedure

Step 1: Discuss grievance/complaint orally with immediate supervisor within three (3) business days, after the incident occurs. The supervisor shall discuss and explain any information to solve the problem or answer the question.

Step 2: If the immediate supervisor cannot give a satisfactory solution or answer, the employee shall within five (5) business days after meeting with the immediate supervisor have the right to bring the problem or question to the attention of the department director by filing a grievance. The grievance shall be in writing and contain the following:

- (1) The date and place at which the grievance took place, if applicable;
- (2) A statement of the grievance and the facts upon which it is based;
- (3) The remedy, adjustment, or information-aggrieved employee is requesting;
- (4) The signature of the aggrieved employee shall be required on the report.

A grievance report form is attached to Ordinance No. 05-35.

Step 3: If the department director cannot give a satisfactory solution or answer within three (3) business days from receipt of the written grievance, the employee shall be referred to the Town Manager. The Town Manager will meet with the employee to affect a solution to the problem. To the extent the grievance does not involve the Town Manager, Mayor or a member of the Town Commission, the Town Manager's decision will be final and there will be no further administrative appeal.

13.04 General Requirements.

All supervisors and department directors shall arrange to discuss a problem or question of any kind, with the employee making the request, within three (3) business days after the request has been reported to that supervisor or department director. If this is not possible due to illness, leaves for any reason, etc., the acting supervisor shall do so. Failure of any supervisor or department director to meet with and discuss any problem or question within three (3) business days automatically gives the employee the right to register the problem or question with the Town Manager, and the Town Manager shall arrange a meeting with the proper supervisor or department director.

13.05 Other Considerations

(a) Any employee not covered by a labor agreement may utilize this procedure. Any employee covered by a labor agreement shall utilize the grievance procedure as stated in the contractual agreement.

(b) No punitive action will be taken against any employee as the result of the filing of a complaint/grievance/inquiry, nor will any attempt be made to suppress either the

filing of a complaint/grievance/inquiry by an employee who feels the need to initiate the same, or to take such a matter through all the steps of the grievance procedure.

(c) Town employees shall address all grievances through the procedures outlined in section 2-123, grievance procedure. It is improper for an employee to discuss any grievance with a Town Commission member without authorization from the Department Director and Town Manager because it would be a violation of law for Town Commission members to discuss these grievances.

SECTION 14
MISCELLANEOUS RULES AND BENEFITS

14.01 Vehicles

- A. Only Town employees, possessing a valid State of Florida driver's license appropriate for the vehicle, are authorized to operate Town vehicles.
- B. Employees shall not operate a Town vehicle while under the influence of drugs or alcohol. Use of handheld cell phones (including texting) while behind the wheel of a moving vehicle being used on Town business is strictly prohibited.
- C. Employees shall not transport any persons other than Town employees in a Town vehicle, except in the course of official business.
- D. Employees and authorized passengers are expected to observe all traffic regulations at all times, including seatbelt usage, and all policies and procedures of the Town, while operating any vehicle.
- E. All incidents involving Town vehicles must be reported to the law enforcement office of the appropriate jurisdiction, the employee's supervisor, and to the Human Resources Coordinator immediately. Employees driving Town vehicles will provide copies of any accident reports, citations, etc., concerning the vehicle or its operation, to their Supervisor and the Human Resources Coordinator immediately.
- F. Employees will not operate Town vehicles in such a way as to cause public criticism or nuisance. This includes vehicle parking when not in use.
- G. Employees are expressly prohibited from making any cosmetic or mechanical modifications to any Town owned vehicle.
- H. Unattended Town take home vehicles shall be legally parked and locked at all times, except in emergency circumstances. Employees shall not leave sensitive information or public documents (other than reference material) in the vehicle while off duty.
- I. Scheduled maintenance of Town vehicles will be coordinated with the Human Resources Coordinator. Employees will coordinate their vehicle maintenance at the scheduled times. Employees shall be responsible for the proper care and use of Town vehicles and equipment and shall report promptly any accident, breakdowns, and malfunction.

- J. Some employees, because of the nature of their work, may be issued and are responsible for a Town vehicle which may be driven to and from work, lunch and to conduct official business. Such Town vehicles shall not be used for personal pleasure or private business. The purpose of this policy is to enable the employee in question to respond to emergency conditions promptly. Abuse of this policy may result in a withdrawal of the vehicle, withdrawal of take-home privileges, and appropriate disciplinary action up to termination.
- K. Fines incurred by an employee while operating a Town vehicle due to traffic or parking violations shall be the sole responsibility of the employee. Any traffic violations while in a Town vehicle must be reported to the employee's Supervisor and the Human Resources Coordinator immediately.
- L. Employees assigned a Town vehicle to take home shall keep a daily dated log to record mileage with brief description of their trips to and from home and work. In addition, employees will record mileage associated with call outs, emergency responses, and after hours support of Town operations.

These logs will be available at all times for review and the completed logs will be submitted to the Human Resources Coordinator at the end of each month.
- M. Take home vehicles should be fueled at the Polk County fueling pump at the Polk County Maintenance Barn at the corner of Dr. Martin Luther King, Jr and Lincoln Avenue. Reimbursement for any other fuel purchase may be denied.
- N. Any employee assigned a take home vehicle is required to commute in the vehicle for valid business reasons.
- O. Occasions that may prompt the Town Manager or designee to authorize additional employees to take Town vehicles home include but are not limited to: preparations made in advance of a severe storm, such as a hurricane, to secure vehicles or to position vehicles to facilitate effective post-storm service restoration/clean-up activities. Such authorizations may be temporary in nature and may require alternative work assignments. Pre-approval from the Town Manager to take home a Town vehicle for storm related purposes is required.
- P. Violations of this policy and procedures shall be considered an act of insubordination and may result in disciplinary action up to termination and could result in the revocation of take-home vehicle privileges.

14.02 457 Deferred Compensation Plan

- A. The Town provides a 457 deferred compensation retirement plan for all

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qualified part-time and full-time employees.

- B. The Town shall match up to 5% of an employee's contributions to the deferred compensation plan.
- C. Probationary Employees are eligible to participate in the 457 Deferred Compensation Plan and the Town will match these funds after completion of probation retroactive to the date of participation in the program.

14.03 Unemployment Compensation

Terminated employees who file a claim with the State of Florida Bureau of Unemployment Compensation and are determined qualified under the Florida Unemployment Compensation Law may be eligible to receive unemployment compensation benefits. Further information may be obtained in the personnel office.

14.04 Insurance Benefits

Medical Insurance is available for all regular full-time employees. Optional coverage for dependents is paid for by the employee. Life, Vision and Dental Insurance is also available for Town employees. Details are available upon request from the personnel office.

14.05 Deductions

Federal withholding and Social Security are deducted from pay checks in accordance with law.

14.06 Christmas Bonus

1. The Town may offer its employees a Christmas bonus using the following procedures:
 - A. Permanent full-time employees who have completed their hiring probationary period may receive a full Christmas bonus as established by the Town Commission.
 - B. Permanent part-time employees who have completed their hiring probationary period may receive one half (½) of the Christmas bonus as established by the Town Commission.
 - C. Permanent full-time employees under hiring probation with hiring dates prior to July 1st of each calendar year may receive one half (½) of the Christmas bonus as established by the Town Commission.

- D. Permanent part-time employees under hiring probation with hiring dates prior to July 1st of each calendar year may receive one quarter (1/4) of the Christmas bonus as established by the Town Commission.
- E. Employees under hiring probation with hiring dates after June 30th of each calendar year are not eligible for a Christmas bonus.

14.07 No Tobacco – Smoking

- A. The purpose of this policy is to protect the public health, comfort, and environment for citizens and employees by creating areas in public places and at public meetings that are reasonably free from tobacco, tobacco smoke, and smoking, to comply with Florida Statute, the Florida Clean Air Act and problems created by the use of other tobacco and nicotine delivery products in the workplace.
- B. No person may smoke or use any tobacco product including vapor devices in any Town of Dundee building, facility, and/or any Town of Dundee vehicle ("Town Property"). This includes, but is not limited to, private offices, hallways, restrooms, conference rooms and break rooms, even with only one (1) occupant.
- C. Smoking and/or Tobacco use is permitted outdoors except for the following conditions:
 - (1) Whenever a safety hazard exists;
 - (2) In any area where smoking is specifically prohibited by federal, state, county or Town Ordinance;
 - (3) In any area posted "No Smoking" by the Town; and
 - (4) During Town events which are located on Town Property.
- D. The Town Manager shall be responsible for ensuring Town-wide implementation of this policy. Town Department Heads and Managers shall be responsible for uniform implementation of this policy in their respective work areas, facilities, and buildings.
- E. Violation of this policy by a Town employee shall be a Group II offense for purposes of disciplinary action; and, pursuant to Section 12 of this Town of Dundee Personnel Policy Handbook, a Group II offense shall subject an employee to disciplinary action which includes, but is not limited to, discharge of employment.

14.08 Computer, Cellular Phone, Information and Digital Technology.

A. Purpose.

- (1) The purpose of this policy is to establish expectations for all employees of the Town of Dundee in regard to the use of Town-owned information technology (includes internet network and e-mail), Town-owned computers, Town-owned cellular phones, Town-owned wireless communications devices, use of social networking, and other related digital media technology that may be forthcoming (collectively hereinafter referred to as "Digital Technology").
- (2) The Town will administer this policy in compliance with applicable federal, state, and local laws.
- (3) This policy includes the use and/or access of all current technological means of communication(s) and any other means that are forthcoming.
- (4) All data that is composed, transmitted, or received through the use of the Town-owned Digital Technology is considered to be property of the Town and part of the Town's official records and subject to inspection and disclosure.
- (5) This policy establishes requirements for Town authorized use of Digital Technology, ensures departmental and employee accountability, ensures departmental and employee responsibility, and prevents improper use of Digital Technology. See Vince v. Rock County, 604 F.3d 391, 393 (7th Cir. 2010) (reasoning that a computer lets you make more mistakes faster than any invention in human history).
- (6) Town-owned Digital Technology shall only be provided if a demonstrated need has been established in order to conduct Town-related business activities, and therefore, Town-owned Digital Technology is intended only for use as a tool for conducting Town-related business activities.
- (7) Violation(s) of this policy may result in discipline up to and including termination of employment.

B. Definitions.

The following words, terms, and phrases, when used in this Section of the *Town of Dundee Personnel Policy Handbook* shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning, as follows:

- (1) *Data* means a subset of structured information in a format that allows such information to be electronically retrieved and transmitted.
- (2) *Information Technology* means equipment, hardware, internet, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.
- (3) *Public Record* has the same meaning as provided in Section 119.011(12), Florida Statutes.
- (4) *Social Networking* means use of a commercially operated internet website (e.g., Facebook, Instagram, TikTok, Snap Chat, etc.) allowing users to create web pages or profiles that provide information about the user and are available publicly or to other users and that offers a mechanism for communication with other users, such as a forum, chat room, electronic mail, or instant messenger.
- (5) *Wireless Communications Device* means a cellular phone or any handheld device used or capable of being used in a handheld manner, that is designed or intended to receive or transmit text or character-based messages, access or store data, or connect to the Internet or any communications service as defined in Section 812.15, Florida Statutes, and that allows text communications.

C. Prohibited Use(s).

- (1) An employee understands and confirms that, when accessing and electing to use the Town's Digital Technology, the employee shall be responsible for maintaining compliance with this Section and applicable law as a condition of receiving access.
- (2) The Town of Dundee prohibits employees from audio or video recording, by any means, on Town property of work-related matters, absent receiving written authorization from the Town Manager.

- (3) The Town's Information Technology, Town-owned Wireless Communications Device(s), and/or any of the Town's Digital Technology shall not be accessed or used for the purpose of any unlawful, fraudulent, or malicious activity.
- (4) Employees shall not access or use the Town's Information Technology, Town-owned Wireless Communications Device(s), and/or any of the Town's Digital Technology for personal gain and/or any personal activity.
- (5) Employees shall not use the Town's Information Technology, Town-owned Wireless Communications Device(s), and/or any of the Town's Digital Technology for engaging in the solicitation or distribution of literature, absent receiving the written authorization from the employee's department director or Town Manager.
- (6) Employees shall not use Digital Technology while operating Town-owned motor vehicles or Town-owned equipment.
- (7) Employees shall not use Digital Technology while working which includes, but is not to be limited to, performing any official Town-related activities, and operating a motor vehicle or equipment. See §316.305(3)(a), Fla. Stat. (2023) (prohibiting use of wireless communications device or reading data while operating a motor vehicle).
- (8) Employees shall not post or publish any personal materials or personal information on any official Town authorized website, bulletin board (regardless of location or form), and/or Social Networking forum.
- (9) Employees violating policies in this Section shall be subject to disciplinary action up to and including termination of employment.

D. Social Networking.

- (1) The Town of Dundee acknowledges that, for many, Social Networking platforms are the principal source(s) for knowing current events, researching employment, speaking and listening, and exploring the realms of human thought and knowledge; and the Town of Dundee encourages the use of Social Networking to inform the public, educate the public, and further the goals and mission of the Town, when and where appropriate. See *Packingham v. North Carolina*, 137 U.S. 1730 (2017) (reasoning that social media platforms are a modern public square).

- (2) This policy establishes the utility and necessary management of Social Networking; and, at the same time, this policy recognizes that, as advances in technology occur, the Town shall require the implementation of new administrative methods, tools, and oversight.
- (3) Employees shall use professional judgment and be prudent in his/her/their action(s) and recognize that any presence on and/or use of Social Networking may reflect on the Town; and each employee electing to use Social Networking, whether such use is in furtherance of official Town-related activities or personal use, each employee understands that any comment(s), post(s), picture(s), or other information that is published may have employment implications if the communications are not authorized and implicate the Town's official involvement.
- (4) Personal Use of Social Networking.
- a. Employees of the Town shall be aware of their association when electing to access and/or use Social Networking.
 - b. Employees shall not post, transmit, or otherwise disseminate any information obtained as a result of their employment with the Town, absent the written consent of the Town Manager.
 - c. Employees are free to express themselves as private citizens on Social Networking platforms and forums to the degree that their speech does not impair efficient Town-related service(s), hinder the performance of Town-related duties by any employee of the Town, impede discipline, adversely affect harmony amongst co-workers, or adversely affect the public perception of the Town and/or Town employees.
 - d. In order to distinguish an employee's use of Social Networking as personal, each employee electing to access and/or use Social Networking platforms shall use a reasonable disclaimer which may include, but shall not be limited to, the following:

THE POSTINGS ON THIS SITE ARE MY OWN AND DO NOT REPRESENT THE MISSION STATEMENT, STRATEGIES, OR OPINION(S) OF THE TOWN OF DUNDEE, FLORIDA.
 - e. Employees are expected to conduct themselves in a respectful manner at all times, and any issues that arise in the workplace

from an employee's personal use of Social Networking shall be handled according to applicable Town policy.

- f. Social Networking activity that involves the posting or discussion of Town-related incidents or matters may make the communication(s) subject to Florida's Public Record Law. The burden of responsibility and compliance with this Section and Florida's Public Record Law shall be on the employee.
- g. Employees violating policies in this Section shall be subject to disciplinary action up to and including termination of employment.

(5) Official Use of Social Networking.

- a. The Town shall maintain Social Networking forums that may allow for open communication and interaction with members of the public.
- b. The Town's use of Social Networking shall be determined and authorized by the Town Manager, as the chief administrative officer of the Town, in order to maintain the integrity of the Town and ensure compliance with applicable state and federal law(s).
- c. The Town Manager shall authorize the establishment of Social Networking accounts and, in order to ensure compliance with applicable law and maintain the quality of the Town's presence in the digital arena, determine whether or not open participation will be permitted.
 - i. *First Amendment* protection(s) shall be applicable to Social Networking forums which, albeit not considered a traditional public forum within the context of applicable state and federal law(s), upon the intentional opening of such forums for expressive activity shall receive the greatest degree of protections against *content-based* and *viewpoint-based* restrictions.
 - ii. Upon the intentional opening of an authorized Social Networking forum by the Town to the public for expressive activity (any form of comment or opinion), the Town may not impose restrictions based on the topic discussed or message being expressed.

iii. Public Official Use. A public official preventing comments and/or open expression on the public official's personal Social Networking forum(s) may engage in unlawful censorship of speech if: (i) the public official possessed actual authority to speak on behalf of the agency for a particular matter; and (ii) the public official purports to exercise such authority when speaking in the relevant Social Networking forum(s).

d. The Town of Dundee Human Resources Department shall maintain a list of the Town's authorized Social Networking accounts, as well as the list of the Town employees which the Town Manager has authorized, in writing, to post and/or publish information on behalf of the Town.

E. Personal Use of Digital Technology.

- (1) In the event an employee uses a personal Wireless Communications Device (e.g., cellular phone) to conduct Town-related business activities, the employee may be reimbursed by the Town provided the use was necessary and no other option(s) were available. The reimbursement rate shall be the actual cost(s) as evidenced by the employee's billing statement and as approved by the Town Manager or his or her designee.
- (2) No personal Wireless Communications Device(s) shall be permitted to access or connect to the Town's Information Technology, absent the written consent of the employee's department director or Town Manager.

F. Town Monitoring and Data.

- (1) When using the Town's Information Technology, Town-owned Wireless Communications Device(s), and/or any of the Town's Digital Technology, an employee agrees that he/she/they are aware of, understand, and shall comply with the provision(s) of this policy and any other policies and procedures established by the Town.
- (2) The Town's Information Technology, Town-owned Wireless Communications Device(s), and/or any of the Town's Digital Technology are provided for business use. For purposes of monitoring, the Town may audit reports, data, and billing in order to ensure appropriate usage.

- (3) The Town reserves the right to monitor, retrieve, read, and record any and all uses made through the Town's Information Technology, Town-owned Wireless Communications Device(s), and/or any of the Town's Digital Technology, without notice to the user.
- (4) Access and use of the Town's Digital Technology and any associated Data are considered to be the business property of the Town; and it is a violation of this policy for any employee or other individual to intentionally damage Data. For purposes of this Section, the term *damage* means any impairment to the integrity or availability of Data.
- (5) Employees are required to use appropriate and reasonable measures in order to ensure the protection and integrity of the Town's Digital Technology and Data from unauthorized access or use.
- (6) Employees shall cooperate with monitoring efforts which includes, but shall not be limited to, the inspection and search of the Town's Digital Technology to protect against unauthorized access and/or use, ensure compliance with applicable Florida law, and ensure an employee adheres to the policies provided for in this Section.
- (7) Any records related to the use of a Wireless Communications Device, whether Town-owned or personally owned, shall be public records once provided to the Town for purposes of reimbursement.
- (8) The Town may maintain an inventory of the Town's Digital Technology and implement large-scale migration strategies.

G. Public Records and Retention.

- (1) This policy is intended to ensure adherence to and compliance with Florida's Public Records Law, Ch. 119, Florida Statutes.
- (2) The definition of Public Record has been interpreted to include any material prepared in connection with official agency business which is intended to perpetuate, communicate, or formalize knowledge of some type. See Bd. Of Trustees, Jacksonville Police & Fire Pension Fund v. Lee, 189 So. 3d 120 (Fla. 2016) (reasoning that Florida's Public Records Act is a cornerstone of political culture).
- (3) There is no single retention period that applies to electronic messages whether they are sent by e-mail, instant messaging, text messaging (SMS, Blackberry, etc.), multi-media messaging (MMS), chat messaging, Social Networking (Facebook, Twitter, etc.), voicemail messaging (voicemail in audio or voice-over-internet, or other format),

or any other current or future electronic messaging device. The retention of any particular electronic message will generally be the same as the retention for records in any other format that document the same program, function, or activity. See SDE Media v. City of Doral and Daniel Espino, City Attorney, 25 F.L.W. Supp 243a (Fla. 11th Cir. Ct. May 5, 2017) (holding that City violated Public Records Law by failing to maintain electronic communications located on City Official's private cellphone and preventing destruction or deletion by individual City Official).

The State of Florida, General Records Schedule GS1-SL For State and Local Government Agencies (effective August 2020), is published by the Florida Department of State, Division of Library and Information Services, and available at <http://info.florida.gov/records-management>.

- (4) Individuals and employees confirm that, when accessing and electing to use Digital Technology, the user shall be responsible for understanding and maintaining compliance with this Section and applicable law as a condition of receiving access.

SECTION 15

POSITION CLASSIFICATION PLAN

15.01 Purpose

The position classification plan is a systematic arrangement and inventory of Town positions. The plan groups the various positions into classes indicative of the range of duties, responsibilities and level of work performed. The class titles standardize the meaning, based upon the similarity of work and duties performed.

15.02 Uses

The position classification plan is used to:

- A. Determine qualifications and prepare job announcements.
- B. Establish lines of promotion and career ladders.
- C. Assist in developing employee training programs.
- D. Provide uniform job terminology on records and documents.

15.03 Content

The position classification plan consists of:

- A. A grouping of positions into classes on the basis of approximately equal difficulty and responsibility, which require the same general qualifications, and which can be compensated within the same pay grade.
- B. A class title, indicative of the work of the class, which shall be used on all personnel, accounting, budget, and related official records.
- C. Written class descriptions for each job classification containing the nature of work, relative responsibilities and illustrative duties found in the class. Also included are the knowledge, abilities and skills required for performance of the work and the minimum qualifications needed.

15.04 Administration and Maintenance

The Town Manager or designated employee is charged with the maintenance of the position classification plan so that it will reflect the duties performed by each employee and the class to which each position is allocated.

15.05 Allocation of Positions

Whenever a new position is established or duties of an existing position changed, the personnel office shall prepare a class description describing the duties of the position. The Town Manager shall have the position assigned to an existing class or establish a new class for the position.

15.06 Position Reviews

- A. The Town Manager may assign responsibility for conducting position reviews. Such reviews may be initiated by written request from:
 - 1. The Department Director in whose department the position is located.
 - 2. The incumbent of the position provided that the employee processes the request through the Department Director for review and comments.
- B. Position information will be gained through completion of a position classification questionnaire by the incumbent or by the supervisor of the position if the position is vacant.
- C. The Department Director will review and make recommendations for all proposed position changes and class descriptions.
- D. The employee that is in the position to be reviewed will be notified that a review will be conducted.

15.07 Reclassification

- A. When the incumbent of a position is officially assigned more difficult and significant responsibilities and duties so that it appears that the position warrants reallocation to a higher pay grade, the Town Manager shall authorize a study of the duties and responsibilities of the position.
- B. If it is determined that the position should be reallocated to a higher-level class, the Town may require the incumbent to undergo a prescribed test of fitness, depending on the conditions of the reclassification.
- C. Should any position be reclassified to a job classification with the same pay grade as that of the original classification, the incumbent shall receive a corresponding change in title.

- D. Should any position be reclassified to a job classification with a lower pay grade than that of the original classification, the incumbent employee shall be offered transfer to a vacancy in the original classification in the same or another department, if a vacancy exists.

15.08 Position Control

All positions are established and maintained through a personnel budget each fiscal year in accordance with established accounting procedures.

SECTION 16

RECORDS AND REPORTS

16.01 Responsibility

The Town Manager or designated employee is responsible for establishing and maintaining personnel records for all employees.

16.02 Records

- A. All personnel records as well as all other records and materials relating to the administration of the Personnel Management System shall be considered the property of the Town. The Town Manager or designee will determine the use, maintenance and disposition of such records and material and whether any information contained therein may be disclosed, in accordance with prevailing laws.
- B. Employees should be aware of the importance of keeping their personnel records current, including notifying the Town of any telephone number changes, beneficiary changes, number of dependents, marriage or any other change that has not been previously reported. It is the responsibility of the employee to provide updated information. Failure to comply may result of loss of employee benefits.
- C. The Town should be informed of any special training courses completed by an employee. Copies of diplomas or certificates should be forwarded to the personnel office for it to be added to the employee's personnel file.

16.03 Records Retention and Disposition

The Town will determine the time limit that any personnel records shall be kept on file and their final disposition, in accordance with applicable State Statutes.

TOWN OF DUNDEE **EMPLOYEE SAFETY POLICY HANDBOOK**

PURPOSE AND APPLICATION

The purpose of this safety program is to assure the health, safety and welfare of Town Employees and the general public by developing safe working conditions, practices and thinking. This Handbook will serve as a guide for safety rules, regulations and procedures which shall apply to all Town of Dundee employees.

RESPONSIBILITIES

MANAGEMENT: The Town Manager, Department Directors, Supervisors, and the Safety Coordinator are responsible for the development and administration of an effective safety program. Other responsibilities include:

1. Adopt and manage a hazard-free work environment.
2. Conduct periodic facility inspections.
3. Provide safe, practical, and reasonable job procedures with good leadership.
4. Conduct safety meetings with staff on a regular basis.
5. Organize safety training and coordinate on-the-job safety instructions.

EMPLOYEES: Employees are required, as a condition of employment, to develop safe working habits and to contribute in every way possible to the safety of themselves, their co-workers, and the general public. Employees shall:

1. Report all accidents and injuries (i.e., Minor, Major or Serious).
2. Actively participate in department and/or division safety meetings.
3. Inform co-workers of probable hazards and the safest way to perform the job.
4. Report unsafe practices and conditions to their supervisor or their Department Director as soon as possible.
5. Observe and follow all Town safety rules and practices.

6. Assist in the investigation of accidents to identify and correct causes and support safety promotions.
7. Assist Town Departments by notifying them of safety hazards on sidewalks, streets, or other facilities throughout the Town to protect the well being of the general public.

ORGANIZATION

SAFETY COORDINATOR: The Safety Coordinator is appointed by the Town Manager to administer the Town's Safety program. The duties and responsibilities of the Safety Coordinator are to:

1. Plan, coordinate and make appropriate changes to the safety program, pending approval of the Town Manager.
2. Make regular reports to management on safety programs.
3. Coordinate program activities.
4. Initiate activities that will stimulate and maintain the interest of employees in safety, pending the approval of the Town Manager.
5. Supervise inspections made by the Safety Committee for the purpose of discovering and correcting unsafe work practices to prevent accidents.
6. Investigate accidents as requested by the Department Director's or the Town Manager.
7. Schedule and chair Safety Committee meetings. These meetings will occur at least quarterly. Minutes of the meetings will be distributed to each department for posting.

SAFETY COMMITTEE: The Town wide Safety Committee shall be composed of one (1) non-management employee representative from the Public Works/Utilities Department, the Fire Department, the Parks & Recreation Department, the Building Department, and the Safety Coordinator (Management employee representative). The representatives will be appointed by their respective Department Director. The responsibilities of this committee are as follows:

1. Recommend safety regulations.
2. Review accident reports to determine necessary corrective action.

3. Make periodic safety inspections of equipment and facilities to ensure compliance with safety standards and procedures, as requested by the Department Director or the Town Manager.
4. Recommend safety procedures considered necessary for safe operations and refer them to the appropriate Department Directors and Town Manger for adoption.
5. Assist in the planning of activities that will stimulate and maintain the interest of employees in the safety program.

SAFETY INSPECTIONS: The Safety Committee will perform inspections of all facilities to ensure compliance with safety standards and procedures, as requested by the Department Director or the Town Manager. Departments and divisions will be notified of any necessary corrective action. A follow-up on all inspections will occur to assure that any necessary corrective action has been taken. Inspections of all departments/divisions will be concentrated on the following safety procedures:

1. Good housekeeping.
2. Use and availability of prescribed protective equipment.
3. Compliance with published regulations.
4. Safety conditions of vehicles.
5. Safety conditions of tools and equipment.
6. Proper guarding of open ditches and construction sites.
7. Proper storage and handling of flammable, combustible liquids, and hazardous materials.
8. Fire extinguishers, first aid kits, emergency lighting and maintenance of fire exits.
9. Observe on the job safety practices and procedures.

SAFETY EQUIPMENT

The Town of Dundee will provide proper and necessary safety equipment and devices for employees when their job duties require contact with environmental, chemical, and mechanical hazards. Department Directors, division heads and supervisors are responsible for training their employees in the proper use and care of all safety equipment,

enforcing the rules, and setting the proper example. Examples of safety equipment include:

1. Hard hats to protect the head against falling objects, head bumping accidents or electrical conductors.
2. Goggles face shields or safety glasses to guard against airborne debris, dust, flying particles, chips, chemicals, heat, or injurious rays.
3. Respirators, hose masks and self-contained breathing apparatus to protect employees against toxic or abnormal atmospheric conditions.
4. Work shoes and/or proper footwear should protect the feet from falling objects, sharp objects, and hot and slippery surfaces. The required footwear, adequate for most jobs, shall consist of solid soles with leather or leather-like material uppers. It shall be the responsibility of the Department Directors to notify employees that their jobs require specific types of shoe. Sneakers, canvas shoes, loafers or open toed footwear will increase the potential for injury and will not be permitted for labor-related, field work. Office workers are encouraged to use good judgment in selecting appropriate footwear. If safety shoes are required, the Town shall furnish the employee one (1) pair per calendar year unless a second (2nd) pair is deemed necessary by the Department Director. The amount provided is set with each year's budget.
5. Reflective vests or bright articles to increase workers visibility while working in or around traffic lanes.
6. Protective clothing such as gloves, sleeves, full suits for protection against wounds, abrasions, bumps, heat, etc.

SAFETY EQUIPMENT AND DEVICES, WHERE PROVIDED, SHALL BE USED BY THE EMPLOYEE!

SAFETY RULES AND REGULATIONS

All employees are required to abide by the Town's established safety rules and regulations. The safety rules and regulations are as follows:

1. All Town employees shall obey all federal, state, and local governmental laws, rules, and regulations, as well as all fire codes.
2. Drivers of Town vehicles/equipment shall operate said vehicle/equipment in a reasonable manner and in compliance with state and local traffic laws and regulations.

3. Use of seat belts while operating Town vehicles/equipment shall be mandatory.
4. Employees shall not carry passengers in vehicles unless proper seating and seat belts are provided.
5. All slow moving or special purpose vehicles using streets or roads shall prominently display the slow-moving emblem (orange triangle) on the rear of the vehicle.
6. All personnel who drive Town vehicles and/or equipment or who operate personal vehicles on Town business shall possess the appropriate valid Florida State driver's license.
7. An employee must report to their supervisor any change in the status of his/her driver's license within twenty-four (24) hours of the change. Failure to report such change may result in appropriate disciplinary action.
8. Employees shall inspect all departmental equipment, tools, etc., prior to use and report any defects or hazardous conditions immediately to their supervisor.
9. Employees shall inspect departmental vehicles daily and prior to use. Any defects, malfunctions or hazardous conditions shall be reported to their immediate supervisor.
10. Employees shall not bring or keep any alcoholic beverages and/or controlled substances onto Town premises or attempt to perform assigned duties or operate Town equipment while under the influence of such intoxicants or any medications that may affect their ability to perform assigned duties.
11. Employees shall notify their immediate supervisor if they are using medication that may affect their ability to perform assigned duties.
12. Appropriate safety shoes, eye protection, shields or masks, safety vests protective clothing, breathing apparatus, etc., must be worn for the employee's safety.
13. Every Town employee is responsible for his/her actions and should always use good judgment and follows good and sound common sense for everybody's safety.

14. Placement of traffic cones, warning flags, barriers and lights for streets, highways, or rights-of-way work shall be in accordance with the Department of Transportation rules and regulations.
15. First aid kits will be available in workstations.
16. Texting while operating Town equipment is prohibited.
17. Any additional or modified rules and/or regulations deemed appropriate and approved by the Town Manager.

INJURY AND ACCIDENT REPORTING

PERSONAL INJURY:

1. Employees are responsible for immediately reporting all minor, major, or serious injuries and/or accidents to their supervisors.
2. For emergency and/or serious injuries and/or accidents that require medical treatment, use the Town radio, or call 911.
3. For non-emergency injuries and/or accidents that require a physician's treatment, the employee's supervisor must be notified immediately.
4. The Department Director and supervisor will review the injury report and forward it to the personnel office within twenty-four (24) hours of the accident. If the injury occurs on a Saturday, Sunday or a holiday, the injury report should be forwarded to the personnel office the next regular workday.
5. The personnel office will process the injury report forms as required by State Law and will then forward a dated copy to the Safety Coordinator.
6. The Safety Coordinator will present the injury report at the Quarterly Safety Committee meeting, or sooner if possible, for evaluation or investigation, as needed, for possible corrective action recommendation.
7. Failure to report an injury and/or accident within twenty-four (24) hours of its occurrence, or the next regular workday, if applicable, will result in disciplinary action in accordance with the Town's Personnel Policy Handbook.

PROPERTY DAMAGE/OTHER LIABILITY ACCIDENTS:

1. If public or private property, Town vehicles or equipment are damaged, the employee must notify his/her supervisor as soon as possible.

2. If an accident involves Town vehicles, the appropriate law enforcement agency and the employee's supervisor must be notified immediately.
3. Employees shall not leave the scene of the accident until the investigating officer so authorizes.
4. A copy of the accident report will be sent to Town Manager's Office
5. The supervisor investigates and reports the accident to the Department Director.
6. The Department Director will notify the Town Clerk's Office of property damage and other liability damage.
7. The Town Clerk's Office will process the accident forms and will then send them to the Town's insurance company, if appropriate.
8. Failure to report an accident within twenty-four (24) hours of its occurrence, or the next regular workday if applicable, will result in disciplinary action in accordance with the Town's Personnel Policy Handbook.

NOTE: When an employee is notified by someone in the general public that they have incurred property damage as a result of something to do with the Town, the employee should refer these calls/inquiries to their immediate supervisor so that all appropriate information may be obtained.

ACCIDENT INVESTIGATIONS:

All accidents will be reported immediately to the supervisor and Department Director. The supervisor or Department Director will then notify the Town Manager's Office. The Department Director or safety committee will conduct a thorough investigation and the following procedures must be followed:

1. Check the scene and carefully examine where the accident occurred. Reconstruct the chain of events leading up to the accident. If necessary, draw a diagram or take photographs.
2. Make notes on all facts that may relate to the cause of the accident such as unsafe conditions, misuse of equipment, faulty equipment or other factors which are not in accordance with work rules or safety policies.
3. Collect evidence, interview witnesses, record names, addresses and phone numbers.

4. Interview the employee, if possible, regarding all facts related to the accident to ensure that the information accurate.

DRIVER LICENSE REVIEW

The Town of Dundee reserves the right to periodically review the driving history of its employees.

DEPARTMENTAL POLICIES

Each department may establish additional safety policies that are department specific and do not conflict with the Town's Safety Policy Handbook.

APPENDIX A DRUG FREE WORKPLACE PROGRAM

I. STATEMENT OF POLICY

The Town of Dundee acknowledges the problem of substance abuse in our society. Furthermore, we see substance abuse as a serious threat to our Town employees and residents. We are addressing this problem through this new substance abuse policy to ensure the Town will have a drug-free workplace. This policy is implemented pursuant to the Drug Free Workplace Program requirements under the Department of Labor and Employment Security, Division of Workers Compensation 38F-9 and Florida Statute 440.102.

Drug addiction can be very complex, yet it is treatable. For this reason, our substance abuse program is targeted at alleviating the problem at the community level by involving both our employees and their families.

While the Town of Dundee understands employees and applicants under a physician's care are required to use prescription drugs, abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

The goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, and drug-free environment. Our intention is to prevent and treat substance abuse. We would like to encourage those who abuse drugs to seek help in overcoming their problem.

With these basic objectives in mind, the Town has established the following policy regarding use, possession, or sale of drugs.

II. DEFINITIONS

- A. "Legal Drug" - includes prescribed drugs, alcohol, and over-the-counter drugs, which have been legally obtained and are being used solely for the purpose that they were prescribed or manufactured.
- B. "Illegal Drug" - any drug: a) which is not legally obtainable; b) which may be legally obtainable but has not been legally obtained; or c) which is being used in a manner or a purpose other than as prescribed.

III. POLICY AND WORK RULE

The Town's policy is to employ a workforce free from the use of illegal drugs, either on or off the job. Any employee determined to be in violation of this policy is subject to disciplinary action, which may include termination, even for the first offense. It is a Standard of Conduct of Employees of the Town that employees shall not use illegal drugs. To maintain this Standard, the Town shall establish and maintain the programs and rules set forth herein.

A. General Procedures

An employee reporting to work visibly impaired is unable to properly perform required duties and will not be allowed to work. If possible, the supervisor should first seek his/her supervisor's opinion of the employee's status. Then the supervisor should consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the supervisor, the employee is considered impaired, the employee should be sent home or to a medical facility, by taxi or other safe transportation alternative, depending on the determination of the observed impairment, accompanied by the supervisor. An impaired employee should not be allowed to drive.

B. Pre-employment Drug Abuse Screening

The Town will conduct pre-employment screening examinations designed to prevent hiring individuals who use illegal drugs or individuals whose use of drugs indicates a potential for impaired or unsafe job performance. The Town will include a Notice of Pre-Employment Drug Testing on all job vacancies.

C. Active Employee Drug Abuse Screening

The Town will maintain screening practices to identify employees who use illegal drugs either on or off the job. It shall be a condition of continued employment for all employees to submit to a drug screen:

1. When there is reasonable suspicion to believe that an employee is using or has used illegal drugs.
2. When there is any mishap or accident involving the employee in which injury to persons requiring medical attention other than first aid or damage to property in excess of one hundred dollars (\$100) has occurred.
3. Upon return from extended absences.
4. As part of any Town required employee physical exam.

D. Job Applicant/Active Employee Testing Information

1. The Town of Dundee is a Drug Free Workplace for the benefit of all Town employees, residents, and the community. Florida law provides for a denial of workers' compensation benefits for employees who are injured while working and, subsequently, test positive [Rule 38F-9.001 (a) and W.C. Act 440.102.5]. The Town of Dundee will not tolerate or subsidize the use of illegal drugs.
2. The following drugs may be tested for under Town policy:
 - Amphetamines
 - Barbiturates
 - Benzodiazepines
 - Cannabinoids/Marijuana
 - Methadone
 - Cocaine/Methabolite
 - Opiates
 - Phencyclidine
 - Alcohol
 - Propoxyphene
 - Methaqualone
3. A list of "Drugs Which Could Alter or Affect the Outcome of a Drug Test" and "Drug Use Information" report forms are provided to the job applicant and active employee to assist them when reporting the use of prescription and non-prescription medications. These forms will be provided to the job applicant and active employee both before and after drug testing takes place. The "Drug Use Information" form is confidential and is only to be filled out at the specimen collection site.
4. Job applicants or active employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.
5. An employee or job applicant who receives a positive, confirmed drug test result may explain the result to the employer within (5) working days after written notification of the positive test result. If an employee or job applicant's explanation or challenge is unsatisfactory to the employer, the person may contest the drug test result as provided by sections 38F-9.009.
6. A job applicant or active employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Section 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.

7. An active employee refusing to submit to a drug test will be denied workers' compensation medical and indemnity benefits.
8. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the Town as part of this drug testing program, are confidential communications. Unless authorized by state laws, rules or regulations, the Town will not release such information without a written consent form signed voluntarily by the person tested.
9. If it is determined the employee is under the influence of drugs or alcohol when an accident occurs, the Town of Dundee will be reimbursed by the employee for all expenses that may have been paid prior to that determination.

E. Employee Assistance Program

Recognizing that there may be employees who have a drug or alcohol problem, the Town stands willing to assist in the resolution of that problem and encourages effected employees to seek help through the Town's designated Employee Assistance Program (EAP). The EAP will be implemented to provide counseling and/or rehabilitative services. A Town employee may be referred to the EAP for drug abuse counseling and/or rehabilitation as a condition of continued employment. Time off to attend EAP will be non-compensated time by the Town.

F. Grounds for Termination or Discipline

An employee bringing onto the Town's premises or property, having possession of, being under the influence of, possessing in the employee's body, blood or urine, any amount of controlled substances or alcohol equal to or greater than the minimum levels established by the Department of Health and Rehabilitative Services, or using, consuming, transferring, manufacturing, selling or attempting to sell or transfer any form of illegal drug as defined above while on Town business or at any time during the hours of the employee's work day, whether on duty or not, and whether on Town business, property or not, is guilty of misconduct and is subject to discipline including discharge or suspension without pay from employment, even for the first (1st) offense. Failure to submit to required medical or physical examinations or tests, is misconduct and is grounds for discharge and loss of all workers' compensation benefits.



TOWN COMMISSION MEETING

July 9, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, RESOLUTION 24-12, STORMWATER MANAGEMENT FEES
SUBJECT:	The Town Commission will consider Resolution 24-12, Stormwater Management Fees
STAFF ANALYSIS:	<p>The Town has partnered with Susan Schoettle-Gumm, Attorney-at-Law for the purposes of levying and collecting the Town's stormwater fee for FY 2023-2024 using the ad valorem property tax bill method in accordance with F.S. §197.3632 and §403.0893. Town Staff is updating the technical data for preparation of the preliminary and final rolls for submittal to the Property Appraiser and Tax Collector.</p> <p>The stormwater utility provides funding for the Town's stormwater management services and facilities with the adoption of Ordinance No. 03-22.</p> <p>This preliminary resolution is directing the preparation of a Preliminary Roll, authorizing a public hearing, and directing the provision of mailed and published notice of such hearing, and directing preparation of an Annual Resolution to approve the Final Roll, after a public hearing, and directing the billing and collection using the uniform collection process.</p>
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Resolution 24-12

RESOLUTION NO. 24-12

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

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

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

WHEREAS, based on the Town’s projected stormwater management budgets and the analysis presented in the 2019 Report prepared by Raftelis, the Town Commission adopted Ordinance No. 19-20, adopted and effective on March 26, 2019, establishing a stormwater fee of \$34.50 per EDU per year to be imposed and collected pursuant to Chapter 197 of the Florida Statutes and specifically Florida Statutes §197.3632 (“Uniform Assessment Collection Act”) beginning with the tax bills mailed in 2019; and

WHEREAS, the Town adopted and imposed the updated stormwater fee on the 2019, 2020, 2021, 2022 and 2023 ad valorem tax bills in accordance with the process and procedures established in Resolution No. 19-06 to assist with fulfilling the requirements of F.S. Chapter 197; and

WHEREAS, the Town Commission has determined that the imposition of the stormwater fee each fiscal year is an equitable and efficient method of allocating and apportioning the assessable costs of stormwater management services to provide funding for such essential services; and

WHEREAS, the Town Commission is adopting this Preliminary Resolution for FY2024-25 directing the preparation of a Preliminary Roll, authorizing a public hearing, and directing the provision of mailed and published notice of such hearing, and directing preparation of an Annual Resolution to approve the Final Roll, after a public hearing, and directing the billing and collection using the uniform collection process; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, deems it to be in the best interest of the citizens and residents of the Town of Dundee to adopt this FY2024-25 Preliminary Resolution.

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

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

Section 2. Authority and Interpretation. That this FY2024-25 Preliminary Stormwater Management Utility Rate Resolution (“Preliminary Resolution” or “2024 Preliminary Resolution”) is adopted pursuant to the provisions of the Stormwater Management Utility Ordinance, as amended (codified as Chapter 44, Article III of the Town of Dundee Code of Ordinances); Resolution No. 19-06 and related Resolutions; Florida Statutes Chapters 170 and 197, and Florida Statutes Sections 166.021, 166.041 and 403.0893 and other applicable provisions of law. This Resolution, being

necessary for the welfare of the inhabitants of the Town, shall be liberally construed in favor of the Town to achieve the purposes of the Stormwater Management Utility Fees.

Section 3. Purpose and Effect. This Resolution constitutes the 2024 Preliminary Resolution initiating the annual process for updating the Stormwater Roll and directs the reimposition of Stormwater Management Utility Fees for the Fiscal Year beginning October 1, 2024, pursuant to the provisions of Chapter 44, Article VIII of the Town of Dundee Code, as amended, and Florida Statutes Chapter 197 and §404.0893. This Resolution directs the preparation of a Preliminary Roll, the provision of mailed and published notice, and also establishes a date for a public hearing to be held before adoption of an Annual Resolution by the Town Commission to approve a Final Roll to be submitted to the Polk County Tax Collector for inclusion on the annual ad valorem property tax bill. Stormwater Management Utility Fees approved by adoption of an Annual Resolution shall constitute a lien upon the property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. Adoption of the Annual Resolution after the public hearing and approval of the Final Roll shall be the final adjudication of the issues presented (including, but not limited to, the determination of benefit and fair apportionment, the method of apportionment and levy, the stormwater management rate, the Final Roll and the levy, collection and lien of the stormwater management fees), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of the Annual Resolution.

Section 4. Findings of Benefit. It is ascertained, determined, and declared by this Resolution that each property located within the Town included on the Preliminary Roll will be benefited by the Town's provision of stormwater management services, facilities, or programs and that the amount of the stormwater management fee charged to each property on the Preliminary Roll is fair and reasonable.

Section 5. Imposition and Computation. It is hereby determined that the Stormwater Management Utility Fee of \$34.50/EDU shall be imposed for Fiscal Year 2024-25 against all property included in the Preliminary Roll as determined under the 2019 Report; Chapter 44, Article VIII of the Code, as amended; and associated Town Resolutions detailing the determination of EDUs and related issues. It is hereby determined and declared that the

Stormwater Management Utility Fee for Fiscal Year 2024-25 proposed in this Preliminary Resolution, as may be adopted by an Annual Resolution, shall be collected under the Uniform Assessment Collection Act.

Section 6. Preliminary Roll. The Town Manager or designee is directed to prepare, or cause to be prepared, an updated Preliminary Roll for the Fiscal Year commencing October 1, 2024, in the manner provided in Chapter 44, Article VIII of the Code, as amended; Resolutions adopted by the Town Commission detailing the calculation of EDUs and related issues; and this Resolution. The amount any property has due as a delinquency or amount due of the Stormwater Management Fee imposed in any prior year and remaining unpaid shall be collected along with the applicable Stormwater Management Fee due for that property for Fiscal Year 2024-25. A copy of this Preliminary Resolution; previously adopted related Resolutions; Chapter 44, Article VIII of the Code; the 2019 Report, and the updated Preliminary Roll shall be maintained on file in the office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Preliminary Roll proposed for the Fiscal Year beginning October 1, 2024, be in printed form if the amount of the stormwater management fee for each property can be determined through contact with the Town.

Section 7. Authorization of Public Hearing. There is hereby established a public hearing to be held at 6:30 p.m. on September 10, 2024, in the Town Commission Chambers, 202 E. Main Street, Dundee, Florida, at which time the Town Commission will receive and consider any written or verbal comments on the Preliminary Roll from the public and affected property owners and consider imposing the Stormwater Management Utility Fee for the Fiscal Year beginning October 1, 2024 and collecting such fees on the same bill as ad valorem taxes. After the Public Hearing, the Town Commission will consider an Annual Resolution and may make such modifications to the Preliminary Roll as determined to be necessary for approval of the Final Roll.

Section 8. Notice of Publication. The Town Clerk shall publish a notice of the public hearing authorized by Section 7 of this Preliminary Resolution in the manner and time provided in Florida Statutes, Chapter 197. The notice shall be published at least twenty (20) days prior to the public hearing.

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

Section 10. Conflict. That all Resolutions or parts of Resolutions related to the Stormwater Management Utility Fee that conflict with this Resolution are superseded and supplanted to the extent of such conflict. However, nothing in this Resolution shall affect or impair the validity of Stormwater Management Utility Fees previously adopted and imposed by the Town.

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

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

Section 13. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

INTRODUCED AND PASSED this _____ day of July, 2024.

TOWN OF DUNDEE

(SEAL)

By: _____
Sam Pennant, Mayor

Attest:

Town Clerk

Approved as to form:

Town Attorney



TOWN COMMISSION MEETING

July 9, 2024 at 6:30 PM

AGENDA ITEM TITLE: DISCUSSION & ACTION, RESOLUTION 24-13, FIRE ASSESSMENT FEE

SUBJECT: The Town Commission will consider Resolution 24-13, Fire Assessment Fee

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

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

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

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

FISCAL IMPACT: None

STAFF Staff recommends approval Resolution 24-13

RECOMMENDATION:

ATTACHMENTS: Resolution 24-13

RESOLUTION NO. 24-13

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

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

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

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

WHEREAS, the Town initiated and completed the imposition and collection of Fire Assessments for FY2023-24 by following the process and procedures in the Fire Assessment Ordinance, which included the adoption of Resolution No. 23-13 (“2023 Preliminary Resolution”), the provision of mailed and published notice of Fire Assessments, the adoption of Resolution No. 23-19 (“2023 Annual Resolution”) after holding a public hearing on the proposed Fire Assessments, and the levying and collection of the Fire Assessments pursuant to Florida Statutes § 197.3632 (“Uniform Assessment Collection Act”); and

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

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

WHEREAS, the Town Commission is adopting this Preliminary Resolution for FY2024-25 directing the preparation of a Preliminary Roll, authorizing a public hearing, and directing the provision of mailed and published notice of such hearing, and directing preparation of an Annual Resolution to approve the Final Roll, after a public hearing, and directing the billing and collection using the uniform collection process; and

WHEREAS, the Town Commission deems it to be in the best interest of the citizens and residents of the Town of Dundee to adopt this 2024 Preliminary Resolution.

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

Section 1. **Recitals.** The above factual recitals (WHEREAS clauses) are legislative findings of the Town Commission of the Town of Dundee and are hereby incorporated herein and

considered to be a factual and material basis for the introduction, passage, and adoption of this Resolution.

Section 2. Authority and Interpretation. That this FY2024-25 Preliminary Fire Protection Services Assessment Rate Resolution (“Preliminary Resolution” or “2024 Preliminary Resolution”) is adopted pursuant to the provisions of the Fire Assessment Ordinance (codified as Chapter 22, Article IV of the Town of Dundee Code of Ordinances); Resolution Nos. 22-22 and 22-34; Florida Statutes Chapter 197, and Florida Statutes Sections 166.021, 166.041 and other applicable provisions of law. This Resolution, being necessary for the welfare of the inhabitants of the Town, shall be liberally construed in favor of the Town to achieve the purposes of the Fire Assessments. Capitalized terms in this Resolution shall have the meaning specified in this Resolution or, if not specifically defined in this Resolution, shall have the meaning specified in the Fire Assessment Ordinance, the Assessment Memorandum, the Initial and Final Resolution as may be amended, and previously adopted Preliminary and Annual Resolutions as may be amended.

Section 3. Purpose and Effect. This Resolution constitutes the 2024 Preliminary Resolution, as defined and described in the Fire Assessment Ordinance, specifically in §§22-48 and 22-61 of the Code, initiating the annual process for updating the Fire Assessment Roll and directs the reimposition of Fire Assessments for the Fiscal Year beginning October 1, 2024, pursuant to the provisions of the Fire Assessment Ordinance and Florida Statutes Chapter 197. Pursuant to the Fire Assessment Ordinance and Resolution Nos. 22-22 and 22-34, this Preliminary Resolution directs the preparation of a Preliminary Roll, the provision of mailed and published notice, and also establishes a date for a public hearing to be held before adoption of an Annual Resolution by the Town Commission to approve a Final Roll to be submitted to the Polk County Tax Collector for inclusion on the annual ad valorem property tax bill. Fire Assessments approved by adoption of an Annual Resolution shall constitute a lien upon the property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. Adoption of the Annual Resolution after the public hearing and approval of the Final Roll shall be the final adjudication of the issues presented (including, but not limited to, the determination of benefit and fair apportionment, the method of apportionment and levy, the Fire Assessment rates, the Final Roll and the levy, collection and

lien of the Fire Assessment), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of the Annual Resolution.

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

Section 5. Imposition and Computation. The Fire Assessment shall be computed for and imposed against all property included in the Preliminary Roll as determined under the Fire Assessment Ordinance; the Assessment Memorandum; the Initial Resolution, as modified and confirmed by the Final Resolution; previously adopted Preliminary and Annual Resolutions; and this Preliminary Resolution. It is hereby determined and declared that the Fire Assessment for Fiscal Year 2024-25 proposed in this Preliminary Resolution, as may be adopted by an Annual Resolution, shall be collected under the Uniform Assessment Collection Act. It is hereby determined and declared that the preliminary Fire Assessment rates for FY2024-25 shall be:

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

Section 6. Preliminary Roll. The Town Manager or designee is directed to prepare, or cause to be prepared, an updated Preliminary Roll for the Fiscal Year commencing October 1, 2024, in the manner provided in the Fire Assessment Ordinance; the Assessment Memorandum;

Resolution Nos. 22-22 and 22-34; previously adopted Preliminary and Annual Resolutions; and this Resolution. The amount any property has due as a delinquency or amount due of the Fire Assessment imposed in any prior year and remaining unpaid shall be collected along with the applicable Fire Assessment due for that property for Fiscal Year 2024-25. A copy of this Preliminary Resolution; Resolution Nos. 22-22 and 22-34; the Assessment Memorandum; the Fire Assessment Ordinance; previously adopted Preliminary and Annual Resolutions; and the updated Preliminary Roll shall be maintained on file in the office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Preliminary Roll proposed for the Fiscal Year beginning October 1, 2024, be in printed form if the amount of the Fire Assessment for each property can be determined through contact with the Town.

Section 7. Authorization of Public Hearing. There is hereby established a public hearing to be held at 6:30 p.m. on September 10, 2024, in the Town Commission Chambers, 202 E. Main Street, Dundee, Florida, at which time the Town Commission will receive and consider any written or verbal comments on the Preliminary Roll from the public and affected property owners and consider imposing the Fire Assessments for the Fiscal Year beginning October 1, 2024 and collecting such assessments on the same bill as ad valorem taxes. After the Public Hearing, the Town Commission will consider an Annual Resolution and may make such modifications to the Preliminary Roll as determined to be necessary for approval of the Final Roll.

Section 8. Notice of Publication. The Town Clerk shall publish a notice of the public hearing authorized by Section 7 of this Preliminary Resolution in the manner and time provided in Florida Statutes, Chapter 197 and in the Fire Assessment Ordinance. The notice shall be published at least twenty (20) days prior to the public hearing.

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

Section 10. Conflict. That all Resolutions or parts of Resolutions related to the Fire Assessments that conflict with this Resolution are superseded and supplanted to the extent of

such conflict. However, nothing in this Resolution shall affect or impair the validity of Fire Assessments previously adopted and imposed by the Town.

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

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

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

INTRODUCED AND PASSED this _____ day of July, 2024.

TOWN OF DUNDEE

(SEAL)

By: _____
Sam Pennant, Mayor

Attest:

Town Clerk

Approved as to form:

Town Attorney



TOWN COMMISSION MEETING

July 9, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, RESOLUTION 24-14 FIRE TRUCK REPAIRS
SUBJECT:	Town Commission will consider Emergency Resolution 24-14
STAFF ANALYSIS:	Engine E-One broke down while on a call and had to be towed to a shop for repairs. The truck had to be broken down for testing, diagnostics and troubleshooting to be completed. Staff obtained two prices for the needed repairs. Staff is recommending approval of the quote from Wheels To Trax.
FISCAL IMPACT:	\$7452.70
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Quote sheets Resolution 24-14

**TOWN OF DUNDEE
PRICE QUOTE SHEET**

DATE: 6/28/2024DEPARTMENT: Fire DepartmentNAME OF PERSON SECURING THE QUOTE: John ViceGENERAL DESCRIPTION OF ITEM: repairs to fire engine 2002 E-ONE replacing the following items
fuel pressure sensor, fuel shut off solenoid and clear fuel linesVendor Selected: ☒**VENDOR #1**COMPANY NAME: Wheels To TraxsCONTACT NUMBER: 863-581-2829NAME OF REPRESENTATIVE: Ryan (emailed)PRICE: \$7542.70SHIPPING: included in priceCOMMENTS: fuel pressure sensor, fuel shut off solenoid and clear fuel linesVendor Selected: ☐**VENDOR #2**COMPANY NAME: Rush Truck Centers Haines cityCONTACT NUMBER: 863-547-2000NAME OF REPRESENTATIVE: JerryPRICE: No QuoteSHIPPING: included in priceCOMMENTS: fuel pressure sensor, fuel shut off solenoid and clear fuel linesVendor Selected: ☐**VENDOR #3**COMPANY NAME: REM EQUIPMENT REPAIRSCONTACT NUMBER: 863-224-0346NAME OF REPRESENTATIVE: Raymond (verbal)PRICE: \$8000.00SHIPPING: included in priceCOMMENTS: fuel pressure sensor, fuel shut off solenoid and clear fuel linesDEPARTMENT DIRECTOR/SUPERVISOR: [Signature]DATE: 6/28/24FINANCE DIRECTOR APPROVAL: [Signature]DATE: 7/01/24TOWN MANAGER APPROVAL: [Signature]DATE: 7/01/24ADDITIONAL COMMENTS: the fuel shut off selnoid is on back order and cummins has limited
supply available i have confirmed we are able to get one. cumminsSOLE SOURCE JUSTIFICATION: is charging an emergency fee in order to release the
part.

24-01517



PO Box 202
Auburndale, FL 33823
info@wheelstotraxs.com

Estimate E-1003

Item 8.

ADDRESS

John Vice
Town of Dundee
202 MAIN STREET
DUNDEE, FL 33838-1000

SHIP TO

John Vice
Town of Dundee
PO BOX 1000
DUNDEE, FL 33838-1000

DATE
06/20/2024

TOTAL
\$7,542.70

EQUIPMENT DISCRIPTION

2002 E-ONE (FIRE TRUCK)

ID #

4ENRBCA8221004958

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/18/2024	Labor	2002 E-ONE (FIRE TRUCK) 4ENRBCA8221004958 TAG# XH0537 MILES: 63,432	1	2,030.00	2,030.00T
		DRIVE TO SITE, DIAG ISSUE W/ NO START. INSPECTED FUEL SYSTEM, FOUND POSSIBLE ALGAE IN FILTERS/ TANK. WILL NEED UNIT @ OUR SHOP. CUSTOMER BROUGHT UNIT TO SHOP, CONTINUED FURTHER DIAG- FOUND FUEL SHUT OFF SOLENOID TO MALFUNCTION. TESTED CURCUIT- FOUND FUEL PRESSURE SENSOR TO BE FAULTY. RECOMMEND REPLACING.			
	Labor	REPLACE FUEL SHUT OFF SOLENOID AND FUEL PRESSURE SENSOR.	1	1,160.00	1,160.00T
	Mileage	MILEAGE DRIVEN	28	2.00	56.00T
	Parts	FUEL SHUTOFF SOLENOID	1	3,513.87	3,513.87T
	Parts	FUEL PRESSURE SENSOR	1	562.52	562.52T
	Parts	CLEAR DIESEL (26 OZ)	1	20.31	20.31T
	Misc	ESTIMATED FREIGHT	1	200.00	200.00T

*ANY ADDITIONAL PARTS/LABOR NEEDED TO COMPLETE
REPAIR WILL BE ADDED TO FINAL INVOICE.

SUBTOTAL
TAX

7,542.70 ✓
0.00

TOTAL**\$7,542.70**

THANK YOU.

To whom it may concern

The reasoning why we were able to get only one quote for the repairs to the Fire Engine E-one was this truck had to be towed to Wheels to Trax's for Diagnostic to be performed due to the size of the unit staff would have to spend more funds to have it towed to 2 different shops and the availability of the parts would not be the same as we could have a chance of not getting them at all by the time we obtain all 3 prices. With this being a Fire/ First responder truck we want to make sure we are getting the repairs completed in a timely manner to place this truck back in service.

Johnathan Uice
6/25/24

RESOLUTION NO. 24-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, MEMORIALIZING A DECLARATION OF EMERGENCY AS TO THE REPAIRS TO FIRE ENGINE 2002 E-ONE; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL NECESSARY FURTHER ACTIONS INCLUDING, BUT NOT LIMITED TO, NEGOTIATING AND APPROVING AN AGREEMENT WITH WHEELS TO TRAXS EQUIPMENT REPAIR & SERVICES, LLC, FOR THE EMERGENCY REPAIR TO FIRE ENGINE 2002 E-ONE; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; 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, circumstances have arisen requiring emergency action on the part of Town of Dundee management to ensure the health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida; and

WHEREAS, the Town Commission of the Town of Dundee (the "Commission") acknowledges the health, safety, and general welfare concerns created by the need to have a fully operational Fire Engine 2002 E-ONE in order to effectively provide emergency response services to the citizens and residents of the Town of Dundee; and

WHEREAS, Town has an immediate need for emergency repairs to Fire Engine 2002 E-ONE; and

WHEREAS, copies of the Town of Dundee Price Quote Sheet and Wheels to Traxs

Equipment Repair & Services, LLC, Estimate E-1003 (the "Proposal") are attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

WHEREAS, the Commission acknowledges that on May 22, 2024, the Polk County Fire Chief declared the Fire Department Burn Ban No. 24-01 which recognized an increased risk of atmospheric conditions and fire hazard conditions throughout Polk County, Florida; and

WHEREAS, the Town Commission of the Town of Dundee acknowledges and agrees that circumstances and conditions continue to exist requiring the Commission to approve the emergency purchase and enter into an agreement with Wheels to Traxs Equipment Repair & Services, LLC, an active Florida limited liability company, for the emergency repairs to Fire Engine 2002 E-ONE; and

WHEREAS, pursuant to Section 2-159(3)b of the Town of Dundee Code of Ordinances, the Commission acknowledges and agrees that the repair(s) to and/or for Fire Engine 2002 E-ONE constitutes an emergency purchase made in order to resolve a situation which is germane to the health, safety, and general welfare of the citizens and residents of the Town of Dundee; and

WHEREAS, pursuant to Section 2-159(3)b of the Town of Dundee Code of Ordinances, the Commission acknowledges and agrees that the Proposal constitutes an emergency purchase made in response to a requirement when the delay incident to complying with all governing rules, regulations, and procedures would be detrimental to the health, safety and welfare of the town and/or its citizens; and

WHEREAS, on July 9, 2024, the Commission authorized and approved, at a duly noticed public meeting, the Town Manager to take any and all necessary further action(s) in order to negotiate, approve and enter into an agreement for the emergency repairs to Fire Engine 2002 E-ONE; and

WHEREAS, the delay incident in strictly complying with all governing rules, regulations, and public bidding procedures and/or Town procurement requirements in this instance would be detrimental to the health, safety and welfare of the Town Employee's and the Town citizens and residents; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Resolution is intended and necessary to enhance, protect,

and preserve the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this Resolution 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 passage of this Resolution, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the passage of this Resolution. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this Resolution.

Section 2. Emergency Finding. The Town Commission of the Town of Dundee, Florida (the "Town Commission"), finds that an "emergency" as defined in Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, exists. The Town Commission finds that, pursuant to Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, the Town is under a significant requirement such that the delay incident in strictly complying with all of the current governing procurement rules, regulations, and procedures would be detrimental to the health, safety and general welfare of the Town of Dundee, its employees, its residents, and/or the general public.

Section 3. Authorization. Accordingly, the Town Commission directs, authorizes, approves, confirms, and ratifies: (1) the Town Manager's actions in negotiating, approving, and executing on behalf of the Town of Dundee, Florida, an agreement for the emergency repair(s) to and/or for the Fire Engine 2002 E-ONE; (2) the Town Manager's actions in negotiating and entering into an agreement with Wheels to Traxs Equipment Repair & Services, LLC, an active Florida limited liability company, in accordance with the Proposal (see **Exhibit "A"**) received for the emergency repair(s) to and/or for the Fire Engine 2002 E-ONE on an emergency basis; and (3) the Town Commission of the Town of Dundee, Florida, further waives the requirement(s) of strict

compliance with the Town's procurement code for the emergency repair(s) to and/or for the Fire Engine 2002 E-ONE.

Section 4. Administrative Correction of Scrivener's Errors. Any provision in this Resolution may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without the need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

Section 5. Conflicts. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

Section 6. Severability. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, phrase of this Resolution, 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, 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 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 shall remain in full force and effect.

Section 7. Effective Date. This Resolution shall take effect immediately upon passage.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida assembled on the 9th day of July, 2024.

TOWN OF DUNDEE

Samuel Pennant, Mayor


ATTEST WITH SEAL:

Trevor Douthat, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

COMPOSITE EXHIBIT "A"

TOWN OF DUNDEE PRICE QUOTE SHEET		
DATE: <u>6/25/2024</u>		
DEPARTMENT: <u>Fire Department</u>		
NAME OF PERSON SECURING THE QUOTE: <u>John Vice</u>		
GENERAL DESCRIPTION OF ITEM: <u>repairs to fire engine 2002 E-ONE replacing the following items</u> <u>fuel pressure sensor, fuel shut off solenoid and clear fuel lines</u>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> Vendor Selected: <input checked="" type="checkbox"/> </div> <div style="width: 85%; text-align: center;"> VENDOR #1 </div> </div>		
COMPANY NAME: <u>Wheels To Traxs</u>		
CONTACT NUMBER: <u>863-581-2829</u> NAME OF REPRESENTATIVE: <u>Ryan (emailed)</u>		
PRICE: <u>\$7542.70</u> SHIPPING: <u>included in price</u>		
COMMENTS: <u>fuel pressure sensor, fuel shut off solenoid and clear fuel lines</u>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> Vendor Selected: <input type="checkbox"/> </div> <div style="width: 85%; text-align: center;"> VENDOR #2 </div> </div>		
COMPANY NAME: <u>Rush Truck Centers Haines city</u>		
CONTACT NUMBER: <u>863-547-2000</u> NAME OF REPRESENTATIVE: <u>Jerry</u>		
PRICE: <u>No Quote</u> SHIPPING: <u>included in price</u>		
COMMENTS: <u>fuel pressure sensor, fuel shut off solenoid and clear fuel lines</u>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> Vendor Selected: <input type="checkbox"/> </div> <div style="width: 85%; text-align: center;"> VENDOR #3 </div> </div>		
COMPANY NAME: <u>REM EQUIPMENT REPAIRS</u>		
CONTACT NUMBER: <u>863-224-0346</u> NAME OF REPRESENTATIVE: <u>Raymond (verbal)</u>		
PRICE: <u>\$8000.00</u> SHIPPING: <u>included in price</u>		
COMMENTS: <u>fuel pressure sensor, fuel shut off solenoid and clear fuel lines</u>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> DEPARTMENT DIRECTOR/SUPERVISOR: <u>[Signature]</u> FINANCE DIRECTOR APPROVAL: <u>[Signature]</u> TOWN MANAGER APPROVAL: <u>[Signature]</u> </div> <div style="width: 35%;"> DATE: <u>6/28/24</u> DATE: <u>7/01/24</u> DATE: <u>7/01/24</u> </div> </div>		
ADDITIONAL COMMENTS: <u>the fuel shut off selnoid is on back order and cummins has limited</u> <u>supply available i have confirmed we are able to get one. cummins</u>		
SOLE SOURCE JUSTIFICATION: <u>is charging an emergency fee in order to release the</u> <u>part.</u>		



PO Box 202
Auburndale, FL 33823
info@wheelstotraxs.com

Estimate E-1003

ADDRESS
John Vice
Town of Dundee
202 MAIN STREET
DUNDEE, FL 33838-1000

SHIP TO
John Vice
Town of Dundee
PO BOX 1000
DUNDEE, FL 33838-1000

DATE
06/20/2024

TOTAL
\$7,542.70

EQUIPMENT DISCRIPTION
2002 E-ONE (FIRE TRUCK)

ID #
4ENRBCA8221004958

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/18/2024	Labor	2002 E-ONE (FIRE TRUCK) 4ENRBCA8221004958 TAG# XH0537 MILES: 63,432 DRIVE TO SITE, DIAG ISSUE W/ NO START. INSPECTED FUEL SYSTEM, FOUND POSSIBLE ALGAE IN FILTERS/ TANK. WILL NEED UNIT @ OUR SHOP. CUSTOMER BROUGHT UNIT TO SHOP, CONTINUED FURTHER DIAG- FOUND FUEL SHUT OFF SOLENOID TO MALFUNCTION. TESTED CURCUIT- FOUND FUEL PRESSURE SENSOR TO BE FAULTY. RECOMMEND REPLACING.	1	2,030.00	2,030.00T
	Labor	REPLACE FUEL SHUT OFF SOLENOID AND FUEL PRESSURE SENSOR.	1	1,160.00	1,160.00T
	Mileage	MILEAGE DRIVEN	28	2.00	56.00T
	Parts	FUEL SHUTOFF SOLENOID	1	3,513.87	3,513.87T
	Parts	FUEL PRESSURE SENSOR	1	562.52	562.52T
	Parts	CLEAR DIESEL (26 OZ)	1	20.31	20.31T
	Misc	ESTIMATED FREIGHT	1	200.00	200.00T

*ANY ADDITIONAL PARTS/LABOR NEEDED TO COMPLETE
REPAIR WILL BE ADDED TO FINAL INVOICE.

SUBTOTAL
TAX

7,542.70 ✓
0.00

TOTAL

\$7,542.70

THANK YOU,

To whom it may concern

The reasoning why we were able to get only one quote for the repairs to the Fire Engine E-one was this truck had to be towed to Wheels to Trax's for Diagnostic to be performed due to the size of the unit staff would have to spend more funds to have it towed to 2 different shops and the availability of the parts would not be the same as we could have a chance of not getting them at all by the time we obtain all 3 prices. With this being a Fire/ First responder truck we want to make sure we are getting the repairs completed in a timely manner to place this truck back in service.

Johnathan Uice
6/25/24



TOWN COMMISSION MEETING

July 9, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, HISPANIC & LATIN CULTURAL PARADE & FESTIVAL
SUBJECT:	The Town Commission will consider a Centennial Event – 1 st Annual Hispanic & Latin Cultural Parade, following a Town Festival.
STAFF ANALYSIS:	<p>The Town Commission will hear a proposed plan from Hispanic Leaders Network & Young Pros Sports Foundation to bring the Town’s first Hispanic & Latin Cultural Parade & Festival - Hosting the 1st ever in Dundee. Event date Saturday October 12, 2024. The parade will begin at 4pm and festival to follow immediately after the parade at the Community Center.</p> <p>Presentation will be provided by Marisol Ortega and family for a first ever Hispanic & Latin Culture Event in Dundee. Staff has been active in the planning with the Ortega family as they bring this event forward for consideration.</p>
FISCAL IMPACT:	None at this time
STAFF RECOMMENDATION:	At the will of the commission
ATTACHMENTS:	Special Event Application

SPECIAL EVENT APPLICATION

Town of Dundee
202 East Main Street
Dundee, FL 33838
863-438-8330

Applicant Information:

Organization Name: Hispanic Leaders Network & Youngpros Sports Foundation

Is this organization classified a 501c3 status by the IRS? yes ☒ no ☐
(if so, please provide a copy of the determination letter)

Address: 527 W. Chicago Avenue Phone: 863 440 1780
Lake Hamilton, FL 33851

Event Contact Information:

Name: (First & Last): Marisol Ortega

Mailing Address: P.O. Box 1035

City, ST, ZIP: Lake Hamilton, FL 33851

Phone#: 863 440-1780

Email: hispanic.leaders.network@gmail.com

Event Information: 863-325-6688 (MISHEL Ortega Jr. "Bee")

Name of Event: The Hispanic & Latin Cultural Parade
1st Annual

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: At the community center have music vendors, food trucks.

Event Description: Parade & Gathering at Community Center

Event Start Date: Oct. 12th Time: 4pm Event End Date: Oct. 12th Time: 9pm

Set up Date: _____ Time: _____ Take Down Date: _____ Time: _____

☐ Gated/Ticketed ☒ Open to the Public ☐ Private Other: _____

Detailed Location of Event: Begin Parade route at Win Dixie Plaza & end at the Community Center. Community center to have a kids zone area w/ bounce houses, face painting & so on. Photo Booth area, Vendors and Food trucks to enjoy the rest of the evening.

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 checked="" type="checkbox"/> Amplified Sound |
| <input type="checkbox"/> Portolets | <input checked="" type="checkbox"/> Stage |
| <input type="checkbox"/> Sales/Distribution/Display | <input checked="" type="checkbox"/> Inflatables (bounce houses) |
| <input type="checkbox"/> Food Distribution/Sales | <input checked="" 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 will have a sound guy with a stage/trailer | DJ.
2 live artists, food trucks & vendors.
Parade floats.

*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: Main Street from Winn Dixie Plaza
to the community & street near community center

Will any alleys, parking lots or other public places be closed? ☐ yes ☒ no

Please describe: Just community center area

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? I think the Sheriff
& whoever else the ~~the~~ Town recommends we
need.

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.

Agreement to Assume Financial Responsibility for Injury or Damage

The Sponsor (hereinafter referred to as "the permittee"), shall indemnify, defend, and hold harmless the Town of Dundee (hereinafter referred to as "the Town"), and all of its elected or appointed officials, officers, agents, and employees from any claim, loss, damage, cost, change, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agent, employees, or subcontractors during the performance of the permitted event, whether direct or indirect, and whether to any person or property to which the Town or said parties may be subject, except that neither the Permittee nor any of its agents, employees, or subcontractors will be liable under the agreement for damages arising out of the injury or damage to persons directly caused or resulting SOLELY from the negligence of the Town or any of its elected or appointed officials, officers, agents, or employees.

Permittee's obligation to indemnify, defend and pay for the defense or at the Town's option, to participate and associate with the Town in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be initiated by the Town's notice of claim for indemnification to Permittee. Permittee's inability to evaluate liability or its evaluation of liability shall not excuse Permittee's duty to defend and indemnify within seven days after such notice by the Town is provided by Certified Mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the Town SOLELY negligent shall excuse performance of this provision by Permittee. Permittee shall pay all costs and fees related to this obligation and its enforcement by the Town. Town's failure to notify Permittee of a claim shall not release the Permittee of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the Town's right, title and interest in land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend, and save harmless the Town from and against any and all loss, damage, cost, and expense arising in any manner on account of the exercise or attempted exercise by said Permittee of the aforesaid rights and privileges.

During the event, the Permittee shall observe all safety regulations of the Town, and the Permittee shall take measures to ensure the safety of the public.

By signing this application, it represents the information provided to be true and correct and signifies a binding agreement to comply with the rules and regulations of the Town of Dundee. Should the Town grant approval and a permit be issued, it is further agreed the Permittee will comply with any other requirements provided by Federal, State, and Local Law.

By execution hereof, the undersigned affirms that he or she is vested with full right and authority to bind the Permittee to the terms of this Agreement.

In case of non-compliance with the Town's requirements in effect as of the approved date of the permit resulting from this Agreement, said permit is void.

Mansol Ortega
Signature of Sponsor or Authorized Representative of Sponsor

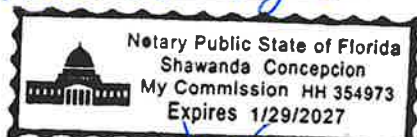
7/2/2024
Date

Mansol Ortega
Printed Name

State of Florida
County of Polk

The forgoing instrument was acknowledged before me this 2 day of July, 2024 by

Mansol Ortega



(NOTARY SEAL)

Shawanda Concepcion
Signature of Notary Public-State of Florida
Shawanda Concepcion
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification _____
Type of Identification Produced: _____



TOWN COMMISSION MEETING

July 9, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, FIELD DAY SPECIAL EVENT APPLICATION
SUBJECT:	The Town Commission will consider a Field Day – Kickball/Water Activities for Lewis Court – Nancy Ball Park
STAFF ANALYSIS:	The Town Commission will hear a proposed plan for a Kickball, Field Day Water Activities for July 20, 2024, from 4pm – 8pm. This event will be at the Nancy Ball Park on Lewis Court. Mr. Mason will discuss his MOT plan, parking and layout of the event.
FISCAL IMPACT:	None at this time
STAFF RECOMMENDATION:	At the will of the commission
ATTACHMENTS:	Special Event Application

SPECIAL EVENT APPLICATION

Town of Dundee
202 East Main Street
Dundee, FL 33838
863-438-8330

Applicant Information:

Organization Name: Field Day

Is this organization classified a 501c3 status by the IRS? yes ☐ no ☒
(if so, please provide a copy of the determination letter)

Address: Lewis Ct ☐ Phone: 863-224-9020
Dundee, FL 33838

Event Contact Information:

Name: (First & Last): Sherrod Mason

Mailing Address: 3104 Post Oak CT

City, ST, ZIP: Winter Haven, Fla. 33884

Phone#: 863-224-9020 Email: sherrod Mason 979icloud.com

Event Information:

Name of Event: Field Day - Kick ball, water activities

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: Kick ball, Field Day Activities, water
7/20/24 Activities

Event Start Date: 7/20/24 Time: 4pm Event End Date: 7/20/24 Time: 8pm

Set up Date: 7/20/24 Time: 4pm Take Down Date: 7/20/24 Time: 8pm

☐ Gated/Ticketed ☒ Open to the Public ☐ Private Other: _____

Detailed Location of Event: Soft ball field on 206 Lewis
CT, Dundee, Fla. 33838

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 type="checkbox"/> Sales/Distribution/Display | <input checked="" type="checkbox"/> Inflatables (bounce houses) |
| <input 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 checked="" type="checkbox"/> Use of water spigots | <input 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: 206 Lewis CT

Will any alleys, parking lots or other public places be closed? ☐ yes ☒ no

Please describe: _____

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.

Agreement to Assume Financial Responsibility for Injury or Damage

The Sponsor (hereinafter referred to as "the permittee"), shall indemnify, defend, and hold harmless the Town of Dundee (hereinafter referred to as "the Town"), and all of its elected or appointed officials, officers, agents, and employees from any claim, loss, damage, cost, change, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agent, employees, or subcontractors during the performance of the permitted event, whether direct or indirect, and whether to any person or property to which the Town or said parties may be subject, except that neither the Permittee nor any of its agents, employees, or subcontractors will be liable under the agreement for damages arising out of the injury or damage to persons directly caused or resulting SOLELY from the negligence of the Town or any of its elected or appointed officials, officers, agents, or employees.

Permittee's obligation to indemnify, defend and pay for the defense or at the Town's option, to participate and associate with the Town in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be initiated by the Town's notice of claim for indemnification to Permittee. Permittee's inability to evaluate liability or its evaluation of liability shall not excuse Permittee's duty to defend and indemnify within seven days after such notice by the Town is provided by Certified Mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the Town SOLELY negligent shall excuse performance of this provision by Permittee. Permittee shall pay all costs and fees related to this obligation and its enforcement by the Town. Town's failure to notify Permittee of a claim shall not release the Permittee of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the Town's right, title and interest in land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend, and save harmless the Town from and against any and all loss, damage, cost, and expense arising in any manner on account of the exercise or attempted exercise by said Permittee of the aforesaid rights and privileges.

During the event, the Permittee shall observe all safety regulations of the Town, and the Permittee shall take measures to ensure the safety of the public.

By signing this application, it represents the information provided to be true and correct and signifies a binding agreement to comply with the rules and regulations of the Town of Dundee. Should the Town grant approval and a permit be issued, it is further agreed the Permittee will comply with any other requirements provided by Federal, State, and Local Law.

By execution hereof, the undersigned affirms that he or she is vested with full right and authority to bind the Permittee to the terms of this Agreement.

In case of non-compliance with the Town's requirements in effect as of the approved date of the permit resulting from this Agreement, said permit is void.

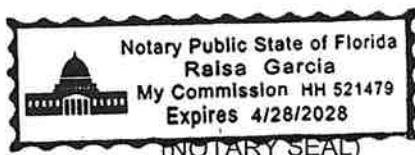
Sherrod Mason
Signature of Sponsor or Authorized Representative of Sponsor

7-2-24
Date

Sherrod Mason
Printed Name

State of Florida
County of Polk

The forgoing instrument was acknowledged before me this 02 day of July, 2024 by
Sherrod Mason



Ralsa Garcia
Signature of Notary Public-State of Florida
Ralsa Garcia
Name of Notary Typed, Printed, or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: D.L.M. 250-784-97-128-0



TOWN COMMISSION MEETING

July 9, 2024 at 3:00 PM

Item 11.

AGENDA ITEM TITLE:	DISCUSSION & ACTION, RFP 24-08, 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK
SUBJECT:	The Town Commission will consider the bids received for RFP 24-08
STAFF ANALYSIS:	Town Staff received two bids for RFP 24-08 from Ring Power Corporation and Jarrett-Gordon Ford Davenport. Staff recommends approval of the bid from Jarrett-Gordon Ford for the needed purchase of (1) crane truck.
FISCAL IMPACT:	\$ 178,392.05
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	RFP 24-08 Jarrett-Gordon Bid Packet Ring Power Bid Packet

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR UTILITY LIFT STATION MAINTENANCE CRANE TRUCK

RFP NUMBER: 24-08

**Responses are due by
Wednesday, June 26, 2024 by 4:00 P.M.**

MAIL OR DELIVER RESPONSES TO:

Town of Dundee Attn: RFP 24-08
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:

Trevor Douthat
Town Clerk

Town of Dundee

tdouthat@townofdundee.com

(863) 438-8330, Ext 258

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AFFIDAVIT NONCOLLUSIONA2

CERTIFICATION OF DRUG-FREE WORKPLACEA3

SALES TAX SAVINGS FORMA4



RFP 24-08

FY 2024-2025 – 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK

Sealed Bids marked “SEALED BID – FY 2024-2025 – 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK” will be received by the Town Clerk of the Town of Dundee, Florida, until Wednesday, June 26, 2024 at 4:00 P.M. at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

The Town of Dundee (the “Town”) is seeking proposals on and/or for one **(1) UTILITY LIFT STATION MAINTENANCE CRANE TRUCK** (the “Truck”) in accordance with the requirements and specification set forth herein and as depicted by **Exhibit “A”** which is attached to the Work Summary and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance though the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance though a bank or lending institution the purchase price of and/or for **1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK**; and (2) the Truck must be delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this **RFP 24-08** are, as follows:

1. Bidder must provide Lead time of the units. (from build to delivery)
2. Bidder must include all warranty on the body and chassis. (3-5year preferred)
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS :

▪ **CAB/ BODY AND CHASSIS SPECS:**

- Ford F-550 Super Cab 4x4
- XL Trim Package
- Exterior color – Oxford White
- Interior Color – Grey
- Cruise Control
- Platform Running Boards
- Equipped with an Approved Utility Body to support the Crane
- Supply and Install a Strobe Package for all 4 corners of Truck (**must be able to be seen from all sides of the truck**)
- Payload Plus Package 19,500 lb. GVW
- Automatic Transmission 10-speed
- Work Bench Rear Bumper w/ storage compartment (equipped with step & handle)
- Fold Down Tail Gate

- Tow Package Included
 - Hydraulic (out/down) Stabilizers
 - LED Compartments Lights
 - LED Flood Light Kit (mounted around body)
 - Back-Up Alarm with Camera
 - Spray-in Bed Liner
 - Tie Downs – mounted along the inside of Truck bed (floor and bed)
- **CRANE SPECIFICATIONS:**
- Crane must be a 30' reach with a work light mounted at the end of crane
 - Wireless Remote (equipped with cab docking charging)
 - Crane must be able to lift 8,600lbs
 - PTO/ pump to operate crane, outriggers, and compressor.
 - Crane and other mounting materials must be coated to prevent failures due to the environment of working around sewer/wastewater and Florida climate
- **OTHER SPECIFICATIONS:**
- Equipped with a hydraulic driven compressor with mounted 50ft hose reel with roller guide exit of body with a 25gallon air tank kit
 - Equipped with Installed Bulkhead to prevent damage to the rear of truck cab
 - Spare Tire for the Truck – Ford F-550

On Thursday, June 27, 2024 at 2:00 P.M., at Town Hall, 202 East Main Street, Dundee, Florida 33838, bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

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

Questions may be submitted to the Town Clerk until 3:30pm on June 12, 2024. For more information regarding this **RFP 24-08**, please contact **Trevor Douthat, (863) 438-8330** or by e-mail at tdouthat@townofdundee.com.

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

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

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Trevor Douthat, Town Clerk, Town of Dundee, Florida, and marked RFP 24-08 – 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK.

The Town of Dundee welcomes your response to this **RFP 24-08**. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this **RFP 24-08** at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this **RFP 24-08**. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all proposals received pursuant to this RFP 24-08, re-advertise RFP 24-08, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

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

1) GENERAL CONDITIONS AND STATE LAW COMPLIANCE:

I. General Conditions:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this **Request For Proposal FY 2024-2025 – 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK No. 24-08** (the “RFP”) to the contrary, the obligation of the Town of Dundee (the “Town”) to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.

e) **PUBLIC RECORDS:**

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

Public Records. Consultant/Bidder/Contractor agrees to:

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

the duration of the contract term and following completion of the contract and/or any amendment(s) issued hereunder if the Contractor does not transfer the records to the public agency.

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

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

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

- i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

II. State Law Compliance:

- a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By entering into the CONTRACT, CONTRACTOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. CONTRACTOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this RFP 24-08 and/or the CONTRACT at the TOWN's option if the CONTRACTOR is found to have submitted a false certification.
- b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

- consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By Entering into the CONTRACT, CONTRACTOR certifies that it is not on the convicted vendor list.
- c) ***Drug-Free Workplace.*** By entering into the CONTRACT, CONTRACTOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
 - d) ***E-Verify.*** By entering into the CONTRACT, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR and any subcontractor hired by the CONTRACTOR. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this CONTRACT, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the CONTRACT is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.
 - e) ***No Consideration of Social, Political, and Ideological Interests.*** CONTRACTOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. CONTRACTOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the CONTRACTOR's social, political, or ideological interests in the award of this RFP 24-08 and/or the CONTRACT.
 - f) ***Contracting with Foreign Entities.*** By entering into the CONTRACT, CONTRACTOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, CONTRACTOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in CONTRACTOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the CONTRACTOR organized under the laws of a Foreign Country of Concern, nor does the

CONTRACTOR have its principal place of business located in a Foreign Country of Concern. If this RFP 24-08 and/or the CONTRACT permits the CONTRACTOR to access the personal identifying information of any individual, CONTRACTOR agrees to notify the TOWN in advance of any contemplated transaction that would cause CONTRACTOR to be disqualified from such access under Section 287.138 of the Florida Statutes. CONTRACTOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the CONTRACTOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

2) DEFINITIONS

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

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

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

indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.

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

3) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any Contractor as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town

Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Contractor will be in the form of an Addendum to the Contract Documents ("Addenda"), and when issued by the Town, will be on file and available to the public upon request at the Town.

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

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

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

5) SAMPLES:

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

6) PROTEST PROCEDURES:

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

- a) All formal responses to the RFP shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE**

REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."

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

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

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

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

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

The formal written protest shall contain the following:

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

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

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

The agenda for the bid protest meeting will be:

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

- g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.
- h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**
- i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

7) PROPOSALS:

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

erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.

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

8) PRICES, TERMS, AND PAYMENT:

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

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

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

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.
- b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall

be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

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

11)SAFETY STANDARDS:

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

12)INVOICING AND PAYMENT:

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

13)WITHDRAWAL OF PROPOSALS:

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

14)NONCOLLUSION AGREEMENT:

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

15) REJECTION OF BIDS:

The Town may reject a bid if:

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

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

16) STATEMENT OF QUALIFICATIONS:

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

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

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

17) AWARD OF CONTRACT:

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

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

18) OTHER GOVERNMENTAL ENTITIES:

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

19) PERFORMANCE:

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

failure of Contractor to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

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

20) SERVICE AND WARRANTY:

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

21) GOVERNMENTAL RESTRICTIONS:

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

22) PRICE AND ADJUSTMENTS:

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

23) EQUAL EMPLOYMENT OPPORTUNITY:

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

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

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to:

Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.

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

25) TIE BIDS:

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

- a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is

not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.

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

26) NOTICE:

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

27) UNAUTHORIZED ALIEN(S):

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the

response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS".

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

CONSTRUCTION AND OTHER CLAUSES

(provisions related to construction)

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

28) ERRORS:

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

29) UNIT PRICES:

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

(i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

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

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

a) BID PRICES.

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

b) ORDERING.

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

c) EXPEDITING.

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

d) RECEIPT.

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

i) BILLINGS/PAYMENTS.

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

j) OTHER CONSIDERATIONS.

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

31) INSPECTION:

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

Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

32) SUPERVISION:

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

33) ACCIDENT PREVENTION:

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

34) CLAIMS FOR ADDITIONAL PAY:

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

If the Contractor asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor,

materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

35) FITTING AND COORDINATION OF THE WORK:

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

36) SUB-CONTRACTING:

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

37) MUTUAL RESPONSIBILITY OF CONTRACTORS:

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

38) LINES AND GRADES:

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

39) ASSIGNMENT OR NOVATION:

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

40) OTHER CONTRACTS:

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

41) PATENT INFRINGEMENT:

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

42) SHOP DRAWINGS:

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

43) PLANS AND SPECIFICATIONS:

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

44) SUB-SURFACE DATA:

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

45) FACILITIES, MATERIALS, AND EMPLOYEES:

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

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

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

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

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

48) PROTECTION OF MONUMENTS:

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

49) USE OF PREMISES:

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

50) WORK PROGRESS:

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

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

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

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

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

52) DISPUTES:

- a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.
- b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.

- c) If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

d)

53) CONTRACTOR INSURANCE:

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

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

(1) Worker's Compensation Insurance:

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

- | | | |
|------|------------------------|---------------|
| (i) | Part One: "Statutory" | |
| (ii) | Part Two: \$500,000.00 | Each Accident |

\$500,000.00	Disease-Policy Limit
\$500,000.00	Disease-Each Employee

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

(2) General Liability Insurance:

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

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

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

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

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

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

(3) Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all

owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

(4) Property Insurance:

- (a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment¹. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be \$500 per occurrence.
- (b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.
- (c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the Contractor and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-

insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.

- ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.
- iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under the Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

54) INDEMNIFICATION:

- a) The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the Contractor including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or organization directly or indirectly employed and/or utilized by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:
 - i) Any omission, default, or negligent act of the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);

- ii) Any and all bodily injuries, sickness, disease or death;
 - iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;
 - iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or
 - v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees and/or persons and/or entities under Contractor's direction and/or control.
 - vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees.
- b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.
 - c) This contractual indemnity shall survive the termination of this Contract.
 - d) Contractor shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
 - e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the

Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.

- f) Additionally, if Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.
- g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor
- h) The Contractor shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.
- i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the Contractor.
- j) The Contractor and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor or subcontractor or sub-subcontractor agree to notify the insurer and request the policy be endorsed with a "waiver of transfer of rights against others" or its equivalent. This "waiver of subrogation" requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the Contractor of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything

done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.

- l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

55) BID BOND:

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

56) PERFORMANCE AND PAYMENT BOND:

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

57) BONDING COMPANY QUALIFICATIONS:

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

58) PAYMENT:

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

59) LIENS:

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

60) GUARANTEE:

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

61) THE CONSTRUCTION AGREEMENT:

- a) The Town will require the Contractor to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and Contractor.
- b) The contract between the Town and Contractor shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project to the Contractor.
- c) The Contractor cannot claim modification of the Contract because of any representation made by an employee of the Town or any other person.

- d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the Town may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the RFP and re-advertise the RFP.

62) CONSTRUCTION SCHEDULE:

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

63) FINAL INSPECTION:

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

64) CONSTRUCTION AND CONSULTING EVALUATION:

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

- c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

WORK SUMMARY

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

PART 2 – PRODUCTS

PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

A. “FY 2024-25 – 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK”

The Town of Dundee (the “Town”) is seeking proposals on and/or for one **(1) UTILITY LIFT STATION MAINTENANCE CRANE TRUCK** (the “Truck”) in accordance with the requirements and specification set forth herein and as depicted by **Exhibit “A”** which is attached to the Work Summary and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance through the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance through a bank or lending institution the purchase price of and/or for **1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK**; and (2) the Truck must be delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this **RFP 24-08** are, as follows:

1. Bidder must provide Lead time of the units. (from build to delivery)
2. Bidder must include all warranty on the body and chassis. (3-5year preferred)
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS :

▪ CAB/ BODY AND CHASSIS SPECS:

- Ford F-550 Super Cab 4x4
- XL Trim Package
- Exterior color – Oxford White
- Interior Color – Grey
- Cruise Control
- Platform Running Boards
- Equipped with an Approved Utility Body to support the Crane
- Supply and Install a Strobe Package for all 4 corners of Truck (**must be able to be seen from all sides of the truck**)
- Payload Plus Package 19,500 lb. GVW
- Automatic Transmission 10-speed
- Work Bench Rear Bumper w/ storage compartment (equipped with step & handle)
- Fold Down Tail Gate

- Tow Package Included
- Hydraulic (out/down) Stabilizers
- LED Compartments Lights
- LED Flood Light Kit (mounted around body)
- Back-Up Alarm with Camera
- Spray-in Bed Liner
- Tie Downs – mounted along the inside of Truck bed (floor and bed)

▪ **CRANE SPECIFICATIONS:**

- Crane must be a 30' reach with a work light mounted at the end of crane
- Wireless Remote (equipped with cab docking charging)
- Crane must be able to lift 8,600lbs
- PTO/ pump to operate crane, outriggers, and compressor.
- Crane and other mounting materials must be coated to prevent failures due to the environment of working around sewer/wastewater and Florida climate

▪ **OTHER SPECIFICATIONS:**

- Equipped with a hydraulic driven compressor with mounted 50ft hose reel with roller guide exit of body with a 25gallon air tank kit
- Equipped with Installed Bulkhead to prevent damage to the rear of truck cab
- Spare Tire for the Truck – Ford F-550

PART 2 – PRODUCTS

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

PART 3 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

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

1.2 ADJUSTING

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

1.3 WARRANTIES

- A. Except as otherwise provided in this RFP, all work, product(s), equipment, materials, and workmanship shall be warranted for, at a minimum, one (1) calendar year from the date of acceptance by the Town Commission of the Town of Dundee, Florida.



BID FORM

FY 2024-2025 RFP 24-08 1 – UTILITY LIFT STATION MAINTENANCE CRANE TRUCK

RETURN DATE: June 26, 2024
 RETURN TO: Office of the Town Clerk
Attn: RFP 24-08
 Town of Dundee
 P.O. Box 1000
 202 East Main Street
 Dundee, Florida 33838

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

Bid Alternate

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

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: _____

Company Address: _____

Company City: _____ State: _____ Zip: _____

Company Phone Number: _____ Fax Number: _____

Authorized Representative: _____

Signature: _____ Date: _____

Print Name: _____ Phone Number: _____

Title: _____

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

EXHIBIT – A



AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

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

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

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

Company Name _____

Signature _____ Date: _____

Printed Name _____

Title _____

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 ____

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

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

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

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

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 ____

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

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I _____ (“Undersigned”), certify that:

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

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

DATE: _____ NAME OF ENTITY: _____

PHONE/FAX: _____

ADDRESS: _____

SIGNATURE: _____

PRINT NAME: _____

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

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

ORIGINAL

Town of Dundee

RFP # 24-08

Utility Lift Station Maintenance Crane Truck

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR UTILITY LIFT STATION MAINTENANCE CRANE TRUCK

RFP NUMBER: 24-08

**Responses are due by
Wednesday, June 26, 2024 by 4:00 P.M.**

MAIL OR DELIVER RESPONSES TO:

Town of Dundee Attn: RFP 24-08
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:

Trevor Douthat
Town Clerk

Town of Dundee

tdouthat@townofdundee.com

(863) 438-8330, Ext 258

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RFP 24-08

FY 2024-2025 – 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK

Sealed Bids marked “SEALED BID – FY 2024-2025 – 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK” will be received by the Town Clerk of the Town of Dundee, Florida, until Wednesday, June 26, 2024 at 4:00 P.M. at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

The Town of Dundee (the “Town”) is seeking proposals on and/or for one **(1) UTILITY LIFT STATION MAINTENANCE CRANE TRUCK** (the “Truck”) in accordance with the requirements and specification set forth herein and as depicted by **Exhibit “A”** which is attached to the Work Summary and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance though the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance though a bank or lending institution the purchase price of and/or for **1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK**; and (2) the Truck must be delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this **RFP 24-08** are, as follows:

1. Bidder must provide Lead time of the units. (from build to delivery)
2. Bidder must include all warranty on the body and chassis. (3-5year preferred)
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS :

▪ CAB/ BODY AND CHASSIS SPECS:

- Ford F-550 Super Cab 4x4
- XL Trim Package
- Exterior color – Oxford White
- Interior Color – Grey
- Cruise Control
- Platform Running Boards
- Equipped with an Approved Utility Body to support the Crane
- Supply and Install a Strobe Package for all 4 corners of Truck (must be able to be seen from all sides of the truck)
- Payload Plus Package 19,500 lb. GVW
- Automatic Transmission 10-speed
- Work Bench Rear Bumper w/ storage compartment (equipped with step & handle)
- Fold Down Tail Gate

- Tow Package Included
 - Hydraulic (out/down) Stabilizers
 - LED Compartments Lights
 - LED Flood Light Kit (mounted around body)
 - Back-Up Alarm with Camera
 - Spray-in Bed Liner
 - Tie Downs – mounted along the inside of Truck bed (floor and bed)
- **CRANE SPECIFICATIONS:**
- Crane must be a 30' reach with a work light mounted at the end of crane
 - Wireless Remote (equipped with cab docking charging)
 - Crane must be able to lift 8,600lbs
 - PTO/ pump to operate crane, outriggers, and compressor.
 - Crane and other mounting materials must be coated to prevent failures due to the environment of working around sewer/wastewater and Florida climate
- **OTHER SPECIFICATIONS:**
- Equipped with a hydraulic driven compressor with mounted 50ft hose reel with roller guide exit of body with a 25gallon air tank kit
 - Equipped with Installed Bulkhead to prevent damage to the rear of truck cab
 - Spare Tire for the Truck – Ford F-550

On Thursday, June 27, 2024 at 2:00 P.M., at Town Hall, 202 East Main Street, Dundee, Florida 33838, bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

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

Questions may be submitted to the Town Clerk until 3:30pm on June 12, 2024. For more information regarding this **RFP 24-08**, please contact **Trevor Douthat, (863) 438-8330** or by e-mail at tdouthat@townofdundee.com.

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

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

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Trevor Douthat, Town Clerk, Town of Dundee, Florida, and marked RFP 24-08 – 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK.

The Town of Dundee welcomes your response to this **RFP 24-08**. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this **RFP 24-08** at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this **RFP 24-08**. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all proposals received pursuant to this RFP 24-08, re-advertise RFP 24-08, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

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

1) GENERAL CONDITIONS AND STATE LAW COMPLIANCE:

I. General Conditions:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this **Request For Proposal FY 2024-2025 – 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK No. 24-08** (the “RFP”) to the contrary, the obligation of the Town of Dundee (the “Town”) to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.

e) PUBLIC RECORDS:

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

Public Records. Consultant/Bidder/Contractor agrees to:

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

the duration of the contract term and following completion of the contract and/or any amendment(s) issued hereunder if the Contractor does not transfer the records to the public agency.

- iv) Upon completion of the Contract (as defined in Section 2) and/or any amendment(s) issued hereunder, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract and/or any amendment(s) issued hereunder, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract and/or any amendment(s) issued hereunder, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

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

- i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

II. State Law Compliance:

- a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By entering into the CONTRACT, CONTRACTOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. CONTRACTOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this RFP 24-08 and/or the CONTRACT at the TOWN's option if the CONTRACTOR is found to have submitted a false certification.
- b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By Entering into the CONTRACT, CONTRACTOR certifies that it is not on the convicted vendor list.

- c) ***Drug-Free Workplace.*** By entering into the CONTRACT, CONTRACTOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- d) ***E-Verify.*** By entering into the CONTRACT, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR and any subcontractor hired by the CONTRACTOR. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this CONTRACT, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the CONTRACT is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.
- e) ***No Consideration of Social, Political, and Ideological Interests.*** CONTRACTOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. CONTRACTOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the CONTRACTOR's social, political, or ideological interests in the award of this RFP 24-08 and/or the CONTRACT.
- f) ***Contracting with Foreign Entities.*** By entering into the CONTRACT, CONTRACTOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, CONTRACTOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in CONTRACTOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the CONTRACTOR organized under the laws of a Foreign Country of Concern, nor does the

CONTRACTOR have its principal place of business located in a Foreign Country of Concern. If this RFP 24-08 and/or the CONTRACT permits the CONTRACTOR to access the personal identifying information of any individual, CONTRACTOR agrees to notify the TOWN in advance of any contemplated transaction that would cause CONTRACTOR to be disqualified from such access under Section 287.138 of the Florida Statutes. CONTRACTOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the CONTRACTOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

2) DEFINITIONS

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

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

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

indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.

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

3) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any Contractor as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town

Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Contractor will be in the form of an Addendum to the Contract Documents ("Addenda"), and when issued by the Town, will be on file and available to the public upon request at the Town.

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

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

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

5) SAMPLES:

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

6) PROTEST PROCEDURES:

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

- a) All formal responses to the RFP shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE**

REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."

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

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

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

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

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

The formal written protest shall contain the following:

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

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

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

The agenda for the bid protest meeting will be:

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

- g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.
- h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**
- i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

7) PROPOSALS:

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

erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.

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

8) PRICES, TERMS, AND PAYMENT:

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

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

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

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.
- b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall

be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

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

11)SAFETY STANDARDS:

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

12)INVOICING AND PAYMENT:

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

13)WITHDRAWAL OF PROPOSALS:

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

14)NONCOLLUSION AGREEMENT:

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

15) REJECTION OF BIDS:

The Town may reject a bid if:

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

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

16) STATEMENT OF QUALIFICATIONS:

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

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

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

17) AWARD OF CONTRACT:

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

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

18) OTHER GOVERNMENTAL ENTITIES:

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

19) PERFORMANCE:

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

failure of Contractor to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

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

20)SERVICE AND WARRANTY:

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

21)GOVERNMENTAL RESTRICTIONS:

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

22)PRICE AND ADJUSTMENTS:

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

23)EQUAL EMPLOYMENT OPPORTUNITY:

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

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

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to:

Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.

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

25) TIE BIDS:

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

- a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is

not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.

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

26) NOTICE:

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

27) UNAUTHORIZED ALIEN(S):

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the

response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS".

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

CONSTRUCTION AND OTHER CLAUSES

(provisions related to construction)

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

28) ERRORS:

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

29) UNIT PRICES:

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

(i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

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

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

a) BID PRICES.

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

b) ORDERING.

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

c) EXPEDITING.

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

d) RECEIPT.

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

i) BILLINGS/PAYMENTS.

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

j) OTHER CONSIDERATIONS.

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

31) INSPECTION:

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

Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

32)SUPERVISION:

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

33)ACCIDENT PREVENTION:

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

34)CLAIMS FOR ADDITIONAL PAY:

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

If the Contractor asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor,

materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

35) FITTING AND COORDINATION OF THE WORK:

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

36) SUB-CONTRACTING:

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

37) MUTUAL RESPONSIBILITY OF CONTRACTORS:

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

38) LINES AND GRADES:

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

39) ASSIGNMENT OR NOVATION:

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

40) OTHER CONTRACTS:

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

41) PATENT INFRINGEMENT:

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

42) SHOP DRAWINGS:

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

43) PLANS AND SPECIFICATIONS:

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

44) SUB-SURFACE DATA:

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

45) FACILITIES, MATERIALS, AND EMPLOYEES:

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

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

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

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

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

48) PROTECTION OF MONUMENTS:

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

49) USE OF PREMISES:

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

50) WORK PROGRESS:

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

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

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

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

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

52) DISPUTES:

- a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.
- b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.

- c) If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

d)

53) CONTRACTOR INSURANCE:

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

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

(1) Worker's Compensation Insurance:

- (a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:
- (i) Part One: "Statutory"
 - (ii) Part Two: \$500,000.00 Each Accident

\$500,000.00	Disease-Policy Limit
\$500,000.00	Disease-Each Employee

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

(2) General Liability Insurance:

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

(3) Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all

owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

(4) Property Insurance:

- (a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment¹. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be \$500 per occurrence.
- (b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.
- (c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the Contractor and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-

insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.

- ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.
- iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under the Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

54) INDEMNIFICATION:

- a) The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the Contractor including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or organization directly or indirectly employed and/or utilized by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:
 - i) Any omission, default, or negligent act of the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);

- ii) Any and all bodily injuries, sickness, disease or death;
 - iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;
 - iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or
 - v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees and/or persons and/or entities under Contractor's direction and/or control.
 - vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees.
- b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.
 - c) This contractual indemnity shall survive the termination of this Contract.
 - d) Contractor shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
 - e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the

Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.

- f) Additionally, if Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.
- g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor
- h) The Contractor shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.
- i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the Contractor.
- j) The Contractor and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor or subcontractor or sub-subcontractor agree to notify the insurer and request the policy be endorsed with a "waiver of transfer of rights against others" or its equivalent. This "waiver of subrogation" requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the Contractor of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything

done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.

- l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

55) BID BOND:

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

56) PERFORMANCE AND PAYMENT BOND:

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

57) BONDING COMPANY QUALIFICATIONS:

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

58) PAYMENT:

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

59) LIENS:

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

60) GUARANTEE:

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

61) THE CONSTRUCTION AGREEMENT:

- a) The Town will require the Contractor to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and Contractor.
- b) The contract between the Town and Contractor shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project to the Contractor.
- c) The Contractor cannot claim modification of the Contract because of any representation made by an employee of the Town or any other person.

- d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the Town may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the RFP and re-advertise the RFP.

62) CONSTRUCTION SCHEDULE:

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

63) FINAL INSPECTION:

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

64) CONSTRUCTION AND CONSULTING EVALUATION:

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

- c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

WORK SUMMARY

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

PART 2 – PRODUCTS

PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

A. “FY 2024-25 – 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK”

The Town of Dundee (the “Town”) is seeking proposals on and/or for one **(1) UTILITY LIFT STATION MAINTENANCE CRANE TRUCK** (the “Truck”) in accordance with the requirements and specification set forth herein and as depicted by **Exhibit “A”** which is attached to the Work Summary and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance through the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance through a bank or lending institution the purchase price of and/or for **1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK**; and (2) the Truck must be delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this **RFP 24-08** are, as follows:

1. Bidder must provide Lead time of the units. (from build to delivery)
2. Bidder must include all warranty on the body and chassis. (3-5year preferred)
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS :

▪ CAB/ BODY AND CHASSIS SPECS:

- Ford F-550 Super Cab 4x4
- XL Trim Package
- Exterior color – Oxford White
- Interior Color – Grey
- Cruise Control
- Platform Running Boards
- Equipped with an Approved Utility Body to support the Crane
- Supply and Install a Strobe Package for all 4 corners of Truck (must be able to be seen from all sides of the truck)
- Payload Plus Package 19,500 lb. GVW
- Automatic Transmission 10-speed
- Work Bench Rear Bumper w/ storage compartment (equipped with step & handle)
- Fold Down Tail Gate

- Tow Package Included
- Hydraulic (out/down) Stabilizers
- LED Compartments Lights
- LED Flood Light Kit (mounted around body)
- Back-Up Alarm with Camera
- Spray-in Bed Liner
- Tie Downs – mounted along the inside of Truck bed (floor and bed)

▪ **CRANE SPECIFICATIONS:**

- Crane must be a 30' reach with a work light mounted at the end of crane
- Wireless Remote (equipped with cab docking charging)
- Crane must be able to lift 8,600lbs
- PTO/ pump to operate crane, outriggers, and compressor.
- Crane and other mounting materials must be coated to prevent failures due to the environment of working around sewer/wastewater and Florida climate

▪ **OTHER SPECIFICATIONS:**

- Equipped with a hydraulic driven compressor with mounted 50ft hose reel with roller guide exit of body with a 25gallon air tank kit
- Equipped with Installed Bulkhead to prevent damage to the rear of truck cab
- Spare Tire for the Truck – Ford F-550

PART 2 – PRODUCTS

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

PART 3 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

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

1.2 ADJUSTING

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

1.3 WARRANTIES

- A. Except as otherwise provided in this RFP, all work, product(s), equipment, materials, and workmanship shall be warranted for, at a minimum, one (1) calendar year from the date of acceptance by the Town Commission of the Town of Dundee, Florida.



BID FORM

FY 2024-2025 RFP 24-08 1 – UTILITY LIFT STATION MAINTENANCE CRANE TRUCK

RETURN DATE: June 26, 2024
 RETURN TO: Office of the Town Clerk
Attn: RFP 24-08
 Town of Dundee
 P.O. Box 1000
 202 East Main Street
 Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1. UTILITY LIFT STATION MAINTENANCE CRANE TRUCK	1	EACH	\$228,310.00	\$228,310.00
2.				
3.				
4.				
5.				
6.				
7.				
8.				
			TOTAL (\$)	

Bid Alternate

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

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: RING POWER CORPORATION

Company Address: 500 WORLD COMMERCE PARKWAY

Company City: ST. AUGUSTINE State: FL Zip: 32092

Company Phone Number: 904-737-7730 Fax Number: 904-281-0929

Authorized Representative: ERIC BOWMAN

Signature:  Date: 6/25/2024

Print Name: Eric Bowman Phone Number: 904-737-7730

Title: AVP/LOGISTIC AND SUPPLY CHAIN

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

EXHIBIT – A



AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

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

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

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

Company Name RING POWER CORPORATION

Signature [Signature]

Date: 6/25/2024

Printed Name Eric Downart

Title AVP/LOGISTIC AND SUPPLY CHAIN

PRIVATE PROVIDER FIRM N/A

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Duval

SWORN TO AND SUBSCRIBED BEFORE ME THIS 25 DAY OF June, 2024

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

TYPE OF ID PRODUCED _____

SIGN: [Signature]

PRINT: Theresa A Davidson

THERESA A. DAVIDSON
Notary Public, State of Florida
My Comm. Expires 09/30/2025
Commission No. HH180870

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I Eric S. Johnson ("Affiant"), being first duly sworn, deposes and says that:

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

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Duval

SWORN TO AND SUBSCRIBED BEFORE ME THIS 05 DAY OF June, 2024

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

TYPE OF ID PRODUCED _____

SIGN: [Signature] **THERESA A. DAVIDSON**
 Notary Public, State of Florida
 My Comm. Expires 09/30/2025
 Commission No. HH180870

PRINT: Theresa A. Davidson

CERTIFICATION OF DRUG-FREE WORKPLACE

I Nic Bowman ("Undersigned"), certify that:

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

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

DATE: 6/25/24 NAME OF ENTITY: RING POWER CORPORATION

PHONE/FAX: 904-737-7730/904-281-0929

ADDRESS: 500 WORLD COMMERCE PARKWAY

ST. AUGUSTINE, FL 32092

SIGNATURE:



PRINT NAME:

Eric Bowman



Ring Power Corporation
 500 World Commerce Parkway
 St. Augustine, FL 32092

June 26, 2024

GENERAL EXCEPTIONS

Town of Dundee Solicitation Title: Utility Lift Station Maintenance Crane Truck
 Town of Dundee Solicitation Number: 24-08
 Response Due Date: June 26, 2024
 Response Due Time: 4:00 PM

Solicitation Section 22, Sales Price and Adjustments: Ring Power takes exception to this section and recommends deleting this provision in its entirety.

Solicitation Section 30/J/iv, Sales Tax Savings Procedure/Owner Direct Purchases: Ring Power takes exception to this section and recommends deleting this provision in its entirety.

Solicitation Section 46, Tests and Inspections of Materials and Equipment: Ring Power takes exception to this section and recommends deleting this provision in its entirety.

Solicitation Section 50, Work Progress: Ring Power takes exception to this section and recommends deleting this provision in its entirety.

Solicitation Section 53, Contractor Insurance:

To explain RPC'S insurance program: "Company employs a risk management and insurance program that incorporates a self-insured retention or deductibles. For General Liability, the self-insured retention is \$3M per occurrence. For Automobile Liability, the deductible is \$3M per occurrence. For Workers Compensation, the deductible is \$1M per occurrence. The Town of Dundee understands and accepts that, Company will meet the requirements of this Bid, through its combined self-insurance / insurance risk management program. Upon execution of the Agreement, Company shall furnish to The Town of Dundee a certificate of insurance evidencing such coverage, naming The Town of Dundee as an additional insured on its Excess General Liability policy. For General Liability, Company's self-insured retention is the primary line of coverage; it will never expire."

Solicitation Section 54, Indemnification:

Ring Power recommends adding the following to this section: **"IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF COMPANY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES."**

Section (i): Ring Power takes exception to this section and recommends deleting it in its entirety.

Solicitation Section 55 (a), Bid Bond:

Ring Power takes exception to the last sentence of this section; ~~"Should the Contractor fail to enter into a contract, the bid bond shall be forfeited as liquidated damages."~~

Specification Exceptions (Part 1 Section 1.01):

- Exception: Ford F-600 Regular Cab 4x4 In Lieu Of Ford F-550 Super Cab 4x4
- Exception: Max Reach of crane is 24' In Lieu Of of 30'
- Exception: Wireless Remote Dock in Crane Body In Lieu Of Chassis Cab
- Exception: Crane Lift Capacity is 7,000lbs



Ring Power
UTILITY | TRUCK | CRANE

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

Quotat

Item 11.

Page 1 of 6

06/24/2024

Quote Number: 86700032

Town of Dundee
PO Box 1000
Dundee, FL 33838

Qty.	Description
1	F-600 4x4 Diesel Crew Cab 84CA with Maintainer Service Body

--- Maintainer Body ---

- Base Price of Service Body - 1-Ton, 52" tall compartments. 44" x 21" wheel well opening with skirting, front body bulkhead, body access grab handles, painted safety yellow (locations and number to vary with design).
- (11.083) Feet of Service Body - 1-Ton, 52" tall galvanized compartments with reinforced floors, clean out drains, 3/16" aluminum doors with automotive door seals, three-point D-ring door latches and gas spring door holders with 14-gauge compartment tops and backs.
- Short tower crane reinforcement for MTS 1- or 2-ton service body (up to 45,100 ft*Lbs.).
- Crane Location: Curb Side

--- Chassis Equipment & Accessories ---

- Spring or spacer leveling package added to one side of chassis suspension (1-Ton)
- 2.5lb ABC fire extinguisher, and hazard reflectors
- Back up alarm - 97 dB at 1 meter
- Fuel fill recessed into side rail

--- Hydraulic Power Package ---

- Ship out body with APU or PTO driven hydraulic pump. Body and all other applicable components shipped to dealer/customer's location.
- Open Center hydraulic power package with high pressure filter. NOTE: The Open Center hydraulic system allows operation of only a single hydraulic component at a time. Multi-component operation requires a Closed Center system and is not available on some chassis configurations. Contact factory for details.
- Open center hydraulic system pump (Chelsea), includes pressure reducer.
- Oil reservoir - complete, 28 gallons capacity (#028013). Composite tank only, excluding oil.
- (28) No Hydraulic Fluid Chosen. Note: Ship Out Bodies are sold WITHOUT Hydraulic Fluid
- No Reservoir Heater was Selected.
- PTO for electric-over-hydraulic required on chassis with automatic transmission, (Ford F450-F550-F600, F650-F750 & Ram 4500-5500).

--- Welder / Inverter / Jump Start ---

- Welder mounting brackets. Includes mounting holes for common accessories. Contact factory to confirm compatible components.
- Inverter Light Duty 1000W Sensata CSW1012, Pure Sine Wave. NOTE: Wired to chassis batteries. Customer to verify compatibility with electronic items.
- Inverter mounted front of body.

Qty. Description

--- Air Compressor Equipment & Accessories ---

- ~VMAC H40 rotary screw hydraulic driven air compressor w/ black cover (Open Center). 40 CFM @ 150 PSI with integral hydraulic oil cooler. Includes control panel, mounted near body's switch panel & Hydraulic Soft Start. Note: Hydraulic requirement = 14 GPM (May require large pump kit, not included). Cold weather package included (cooler bypass), additional oil warming valve available (open center only) (24"L x 16.5"W x 18"H) 162 Lbs.
- Mounting brackets for air compressor.
- Air tank - 17 gallon - Pressure rating of 200 PSI with 16" diameter. Includes moisture drain, painted black.
- Air accessory package - 1/2" X 50', spring rewind reel, hose & ball stop.
- 1/2" filter, regulator and lubricator (FRL).
- Fiber box; hose reel access. Limit 1 reel per fiber box.

--- Outriggers & Accessories ---

- Outriggers for cranes up to 45,100 Ft.*Lbs., hydraulic up/down rear outriggers (2) with hydraulic extend in/out on crane side (30" extend).
- Outrigger pads, permanent (welded-on).

--- Compartment Equipment & Accessories ---

- Pressurized Storage System (PSS), 2-blowers with filters.
- (11.083) MasterLock system: includes feet of master compartment locking system for service body. Spring loaded with padlock guards for both side packs.

--- Street Side Vertical Compartment #1 ---

- Dimensions: 52" Tall X 24" Wide X 23" Deep
- Strip light, 12V LED.
- Door, single, vertical hinged.
- (2) Shelf, aluminum adjustable compartment (250 Lbs. capacity) - Installed.
- Tool Storage Rack for (3x) M18 or D20 and (2x) M12 or D12 cordless power tools (each). Mounts to a compartment shelf (shelf not included) (027211).

--- Street Side Vertical Compartment #2 ---

- Dimensions: 52" Tall X 35" Wide X 23" Deep
- Strip light, 12V LED.
- Door, Single, Vertical Hinged, Reverse Opening.
- DualLock or Bolt Bin - See configuration details and price below

--- Street Side Overwheel Compartment ---

- Dimensions: 31" Tall X 44" Wide X 23" Deep
- Strip light, 12V LED.
- Door, double, vertical-hinged.
- Shelf, aluminum adjustable compartment (250 Lbs. capacity) - Installed.

--- Street Side Rear Vertical Compartment ---

- Dimensions: 52" Tall X 30" Wide X 23" Deep
- Strip light, 12V LED.
- Door, single, vertical hinged.
- DualLock or Bolt Bin - See configuration details and price below

--- Curb Side Vertical Compartment #1 ---

- Dimensions: 59" Tall X 24" Wide X 23" Deep

Qty.	Description
	<ul style="list-style-type: none"> • Above standard compartment height cost • Door, single, vertical hinged. • Strip light, 12V LED. • 3 Bottle OXY/ACT Storage Kit, contains ratchet strap, vents in door, (2) J-Hooks, reinforced floor and mounting side brackets.
	--- Curb Side Vertical Compartment #2 ---
	<ul style="list-style-type: none"> • Dimensions: 52" Tall X 35" Wide X 23" Deep • Strip light, 12V LED. • Door, Single, Vertical Hinged, Reverse Opening. • (2) Shelf, aluminum adjustable compartment (250 Lbs. capacity) – Installed
	--- Curb Side Overwheel Compartment ---
	<ul style="list-style-type: none"> • Dimensions: 31" Tall X 44" Wide X 23" Deep • 12-Volt LED strip light • Door, Double, Vertical-hinged • Shelf, aluminum adjustable compartment shelf (250 Lbs. capacity) – Installed
	--- Curb Side Crane Pedestal ---
	<ul style="list-style-type: none"> • Dimensions: 47" Tall X 30" Wide X 23" Deep • Strip light, 12V LED. • Door, single, vertical hinged. • Shelf, aluminum adjustable compartment (250 Lbs. capacity) - Installed. • Body switch panel located in this compartment. • Air compressor switch panel located in this compartment.
	--- Lighting / Electrical Equipment & Accessories ---
	<ul style="list-style-type: none"> • Base electrical components - CAN system. Includes wiring harnesses, power distribution module & main body controller. • 4.3" display CAN switch panel. • Grote FMVSS 108 LED Lighting/Reflector Kit: (2) Oval S/T/T/R, (2) Oval S/T/T, (5) Red 3/4" Marker and (2) Amber 3/4" Marker Lights. • (6) Exterior 12V LED flood lights-2,100 lumens (022232). • Exterior Lighting Note: FLOODS: 2) ea. side & 1) at rear ea. side
	--- Paint, Undercoating, & Protective Spray Coating (PSC) ---
	<ul style="list-style-type: none"> • (11.083) Feet of unit painted urethane "white" color. Not a base coat/clear coat or metallic. • (11.083) Feet of primer • (11.083) Feet of splatter coating on interior of compartments. • (11.083) Feet of undercoat. • PSC- Level 30. Includes •Compartment Fronts •Bottoms of Door Frames •Outside Area of Wheel Wells •Outer Vertical Outrigger Tubes •Bumper Sides & Step (Face & Top) •Bumper Top Surface •Bumper Vertical Surface •Center Deck Floor, Including Welder Deck •Cargo Side Walls, Including Bulkhead •Compartment Tops, Including Welded on Brackets/Guards. • Pain/PSC/Decal Note: Oxford White
	--- Center Deck Equipment & Accessories ---
	<ul style="list-style-type: none"> • Center Deck Dimensions: 124" Long X 49" Wide X 1/8" Thickness • (11.083) -1/8" Cargo floor (deck plate) • 10" tall hinge-down "Slam Latch" aluminum tailgate (12" total height, 10" tall above deck), protective spray front, paint on rear.

Qty. Description

- (6) Flush mount D-ring tie downs in bed floor (003217) each.

--- Rear Bumper & Accessories ---

- 26" steel workbench bumper with recessed step on curb side & 1 storage compartment. Includes bolt-on yellow grab handles and strip light for recessed step safety.
- Bumper surface 3/16" smooth.
- Transverse bar storage in bumper - configuration may vary depending on additional bumper options selected.
- Vise/grinder removable HD mounting plate. Includes drain slots in plate.
- Class IV hitch - 2" receiver - rated at 1,500 Lbs. vert. 10,000 Lbs. Includes safety chain loops. MGTW note: customer is responsible to verify tow rating of chassis and available GVWR/GCWR remaining after loading of body and all other items.
- Strobe lightheads, LED, oval, amber, recessed, 6.5" x 2.25" (pair).
- Trailer plug, 7-prong flat blade (RV style).

--- Miscellaneous Equipment & Accessories ---

- Parts and service manual (online & condensed paper version)

---Maintainer Crane---

- H7024ST Crane 7,000 Lbs. max capacity (45,100 ft.*Lbs.) with hydraulic extend hex-boom 11'-24'. Note: Max capacity listed above is for 2-part line, for single-part line max capacity is 4,300 Lbs. Crane includes A2B, overload system and holding valves. ACC 2.1 (crane lifting weight display, capacity & speed limiting, stability monitoring and warn/stop feature). Paint note: ship-out crane requires paint charge. Crane installed on body requires no additional paint charge unless different color than body. MIN GVW REQUIRED: 19,500.
- Install hydraulic crane on body, includes boom saddle.
- Load block (no live swivel) H6-H10.
- Planetary crane winch (H6-H7).
- Crane remote, wireless, PGT (H6-H14) with proportional control. Includes holder, hour meter and engine start/stop. Does not include backup cable.
- Backup cable for wireless crane remote, 35ft.
- ~12V LED flood lights on crane boom tip (2-Lights, Ecco E92006, 1365 Lumens) on pivot bracket.
- Annual crane inspection (initial inspection).
- Paint crane to match service body.

---Street Side Vertical #2 Dualock---

Config # C35857 Design Style: (7) drawer set #028096 (29" wide)

Housing Dimensions: 41.5" Tall, 29" Wide, 18" Deep

Top Shelf is Standard, Drawers Listed from Top to Bottom

Drawer	#	Height Dividers
Drawer	1	3" Adjustable
Drawer	2	3" Adjustable
Drawer	3	3" Adjustable
Drawer	4	5" Adjustable
Drawer	5	5" Adjustable
Drawer	6	5" Adjustable
Drawer	7	7" Adjustable

BOTTOM SPACE: 7.0 Inches Tall

---Street Side Rear Vertical Dualock---

Qty. Description
Config # C35858 Design Style: (5) drawer set #028097 (24" wide)
Housing Dimensions: 30" Tall, 24" Wide, 18" Deep
Top Shelf is Standard, Drawers Listed from Top to Bottom
Drawer # Height Dividers
Drawer 1 4" Adjustable
Drawer 2 4" Adjustable
Drawer 3 4" Adjustable
Drawer 4 4" Adjustable
Drawer 5 4" Adjustable
BOTTOM SPACE: 7.0 Inches Tall

Chassis Components:

- F600 Reg Cab 4X4 84CA
- 6.7L Power Stroke V8 Diesel
- 10 Speed Auto Torqshift
- 40/20/40 Seats
- ParkView Rear Back-up Camera
- Spare Tire

Miscellaneous Install Items:

- Mud Flaps
- PTO and Pump
- Hydraulic Hoses and fittings
- Set Chassis Parameters
- DOT and Crane Inspection
- Decals
- Fire Extinguisher
- Triangle Set
- Seatbelt Cutter
- Vehicle Height Sticker
- 6 Strobe lights Visible 360* of vehicle

Warranty:

- Please see attached warranty documents

Sale Price: \$228,310.00

Notes:

1. Quotation valid for 90 days.
2. Estimated Lead time ARO is 450 to 550 Days
3. Prices exclude any applicable taxes or license fees.
4. If Federal Excise Tax has not been included, you could still responsible unless a current exemption/resale certificate must be on file or provided with purchase order for tax exempt sale. Federal Excise Tax will be added if certificate is not supplied with order.

5. Terms: Net due upon delivery.
6. Chassis pricing is based upon current model year production availability. Any Federal mandated costs, such as 2010 emission requirements, will be passed on at cost.
7. Availability may vary and is subject to prior sale.
8. Chassis requires clean frame rails, side and top. Relocation of chassis components, to facilitate equipment installation, will be in addition to above quoted price.

Accepted by:

PO Number: _____

Date: _____

Account Manager – Mason Beims



Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

Mason Beims
Cell – (352) 640-3157

June 26, 2024

Town of Dundee

RE: RFP Number 24-08: Utility Lift Station Maintenance Crane Truck

Factor

Ease of doing business (prebuild, communication during contract, ease of after sales service and support/punchlist)

Ring Power is local to the North and Central Florida area. The Town of Dundee will have an assigned Account Manager and Service Manager to assist with any questions regarding equipment included in the contract. This includes inquiries during the pre-build and post-build processes/punch list items.

Engineered drawings can be reviewed during the pre-build process on-site to address any concerns The Town of Dundee has during the contract. Any changes rendered by The Town of Dundee during the pre-build process and/or drawing reviews may be subject to pricing changes.

Due to Ring Power's local presence, responding and reacting to questions will be quick and seamless. All equipment in the contract will be serviced at one of our local branches in Jacksonville, FL.

Delivery date (define expected delivery date)

Estimated lead times for contracted items fall into 450-550 Days from receipt of PO due to the current supply chain climate. Ring Power has positioned itself well with all its suppliers to meet or exceed deliveries for its customers.

At issuance of PO, Ring Power will work with all its vendors to ensure production drawings and product procurement begins immediately. Account Manager will set up progress meetings at an interval agreed to by The Town of Dundee to provide updates of contracted equipment. Any changes made by The Town of Dundee during the pre-build process, drawing reviews, or current production of equipment may be subject to delivery delays.

Warranty/Repair Support

All mounted equipment will come with a standard 1 year parts and labor warranty. All warranty and service-related items will be addressed at our Service Facility. All service inquiries will be coordinated through Ring Power's Service Manager based out of the Tampa branch.

Form, Fit, and Functionality to JEA's requirements (comparison of proposed unit vs JEA specification)

Equipment form, fit, and functionality are all specified and highlighted in The Town of Dundee provided bid forms and Ring Power provided quote.

Safety Features (those offered outside of technical specification)

Safety features are compliant with The Town of Dundee provided bid form specifications with exception to any specifications notated on the Exceptions Document.



Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

Mason Beims
Cell – (352) 640-3157

June 26, 2024

Town of Dundee

RE: RFP Number 24-08: Utility Lift Station Maintenance Crane Truck

References:

1. REFERENCE

Reference Name: Thurman McGlothlin

Reference Phone Number: 904-665-6460

Reference Company Name: JEA

Address of Work: PO BOX 4910 Jacksonville FL 32201

Reference E-Mail Address: MCGLTC@JEA.COM

Description of Work (3) TEREX C4047 Digger Derrick 4x4

2. REFERENCE

Reference Name: Kyle McMurtry

Reference Phone Number: 904-284-6336

Reference Company Name: Clay County BOCC

Address of Work: 5 Esplande Ave

Reference E-Mail Address: Kyle.McMurtry@claycountygov.com

Description of Work: Palfinger M100L Body/ M2-106 Chassis

3. REFERENCE

Reference Name: Jeff Nordsiek

Reference Phone Number: 904-814-6880

Reference Company Name: St. Johns County BOCC

Address of Work: 2740 Industry Center Rd. St. Augustine, FL 32084

Reference E-Mail Address: jnordsiek@sjcfl.us

Description of Work Maintainer Service Truck

3.5.00 WARRANTY COVERAGE, SUMMARY, CONDITIONS AND

REMARKS

3.5.01 WARRANTY COVERAGE SUMMARY - CAR & LT TRUCK

Warranty summary charts for cars and light trucks are organized by model year and provide coverage time and mileage limits for:

- New Vehicle Warranty
- Powertrain
- Corrosion Perforation
- Safety Restraint
- Battery
- Ford Diesel Engines

Note:

The information shown on the following charts is a summary. For complete information see the applicable Warranty Guide or specific areas of this information (e.g., Emissions, Service Parts).

2017/2019 Ford GT – 3 yrs. /Unlimited Miles Refer to Warranty Guide.
(<https://www.fordtechservice.dealerconnection.com/>)

2013 - Current Model Cars and Light Trucks (Up To 550 Series)

WARRANTY SUMMARY CHART							
COVERAGES (Coverage expires when time or mileage limit is reached)	2 yrs 24,000 MILES	3 yrs 36,000 MILES	4 yrs 50,000 MILES	5 yrs 50,000 MILES	5 yrs 60,000 MILES	6 yrs 70,000 MILES	8 yrs 100,000 MILES
(MILEAGE EXCEPTIONS ARE INDICATED BELOW)							
New Vehicle Warranty Coverage • Ford Vehicles (1) (2) (3) (4) • Lincoln Vehicles (1) (2) (3) (4)							
Powertrain Coverage (6) • Ford Vehicles • Lincoln Vehicles							
Corrosion Perforation		Unlimited Miles					
Diesel Engine		100,000 Miles					
Hybrid / Electric Unique Components (5)							
Safety Restraint (7)							

1. Windshield replacement coverage due to stress cracks is limited to 12 months or 12,000 miles, whichever comes first.
2. Brake pad/lining replacement coverage is 12 months/18,000 miles, whichever occurs first, for normal wear or defect.
3. Tire repairs, replacements, or adjustments due to defects in the factory-supplied materials or workmanship are covered during the Bumper to Bumper coverage period. Pro Rata adjustments are applied for tire replacement beyond 12,000 miles. Reference the tire section of this manual for reimbursement schedule. Warranty coverage is not provided for normal wear or worn-out tires. Wheel alignments and/or tire balancing (unless required by a warranty repair) are not covered beyond 12 months or 12,000 miles, whichever comes first.
4. Certain vehicles equipped with Livery or Limousine packages are eligible for extended warranty or Extended Service Plan coverage. Refer to the Limousine / Livery Coverage within this section for details.
5. Hybrid and Electric vehicles only.
6. Certain commercial customers with a valid Fleet Identification Number (FIN Code) are eligible for a five year /100,000 mile limited powertrain warranty extension on the following vehicles: 2022 F-150 (Excluding Raptor), Super Duty (F-250 through F-600) pickup and chassis cabs (F53/F59), Transit, Transit Connect and 2023 E-Series. Vehicles must be reported as a sales type "fleet" at original time of sale. To become a U.S. Ford Fleet Account, for vehicles which are owned and operated in the United States, you must register for a U.S. Fleet Identification Number (FIN Code). You will also be asked to provide proof of eligibility documentation for the vehicles in your fleet. To see if you qualify, please see the eligibility restrictions at <https://www.fleet.ford.com/get-started/> (<https://www.fleet.ford.com/get-started/>). This powertrain warranty extension will stay with the vehicle even if vehicle is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains.
7. Safety belts, air bags, and related components.

2010 - 2012 Model Cars and Light Trucks (Up To 550 Series)

WARRANTY SUMMARY CHART								
COVERAGES (Coverage expires when time or mileage limit is reached)	2 yrs 24,000 MILES	3 yrs 36,000 MILES	4 yrs 50,000 MILES	5 yrs 50,000 MILES	5 yrs 60,000 MILES	6 yrs 70,000 MILES	8 yrs 80,000 MILES	
(MILEAGE EXCEPTIONS ARE INDICATED BELOW)								
New Vehicle Warranty Coverage • Ford/Mercury Vehicles (1) (2) (3) (4) • Lincoln Vehicles (1) (2) (3) (4)			No Deductible					
Powertrain Coverage • Ford/Mercury Vehicles • Lincoln Vehicles			No Deductible					
Corrosion Perforation			Unlimited Miles					
Powerstroke® Diesel Engine			100,000 Miles			No Deductible		
Hybrid Unique Components • eCVT Transmission • High Voltage Battery • DC/DC Converter • High Voltage Battery Connector, Fan Assembly, Thermistor Probe, Hybrid Battery Pack Sensor Modules and Battery Energy Control Module (5)			100,000 Miles					
Safety Restraint								
Battery • Other Ford/Mercury • Lincoln								
Towing/Roadside Assistance	Covered under all warranties – refer to Section 6 for more details							
Damage / Maintenance	Not covered by Ford							

1. Windshield replacement coverage due to stress cracks is limited to 12 months or 12,000 miles, whichever comes first.
2. Brake pad/lining replacement coverage is 12 months/18,000 miles, whichever occurs first, for normal wear or defect.
3. Tire repairs, replacements, or adjustments due to defects in the factory-supplied materials or workmanship are covered during the Bumper to Bumper coverage period. Pro Rata adjustments are applied for tire replacement beyond 12,000 miles. Reference the tire section of this manual for reimbursement schedule. Warranty coverage is not provided for normal wear or worn-out tires. Wheel alignments and/or tire balancing (unless required by a warranty repair) are not covered beyond 12 months or 12,000 miles, whichever comes first.
4. Certain vehicles equipped with Livery or Limousine packages are eligible for extended warranty or Extended Service Plan coverage. Refer to the Limousine / Livery Coverage within this section for details.
5. Hybrid and Electric vehicles only.

2007 - 2009 Model Cars and Light Trucks (Up To 550 Series excluding LCF)

WARRANTY SUMMARY CHART							
COVERAGES (Coverage expires when time or mileage limit is reached)	2 yrs 24,000 MILES	3 yrs 36,000 MILES	4 yrs 50,000 MILES	5 yrs 50,000 MILES	5 yrs 60,000 MILES	6 yrs 70,000 MILES	8 yrs 80,000 MILES
(MILEAGE EXCEPTIONS ARE INDICATED BELOW)							
New Vehicle Warranty Coverage • Ford/Mercury Vehicles (1) (2) (3) (4) • Lincoln Vehicles (1) (2) (3) (4)		No Deductible					
Powertrain Coverage • Ford/Mercury Vehicles • Lincoln Vehicles		No Deductible					
Corrosion Perforation		Unlimited Miles					
Powerstroke® Diesel Engine		100,000 Miles			No Deductible		
Hybrid Unique Components • eCVT Transmission • High Voltage Battery • DC/DC Converter		100,000 Miles					
Safety Restraint							
Battery • Other Ford/Mercury • Lincoln							
Towing/Roadside Assistance (5)	Covered under all warranties – refer to Section 6 for more details						
Damage / Maintenance	Not covered by Ford						

1. Windshield replacement coverage due to stress cracks is limited to 12 months or 12,000 miles, whichever comes first.
2. Brake pad/lining replacement coverage is 12 months/18,000 miles, whichever occurs first, for normal wear or defect.
3. Tire repairs, replacements, or adjustments due to defects in the factory-supplied materials or workmanship are covered during the Bumper to Bumper coverage period. Pro Rata adjustments are applied for tire replacement beyond 12,000 miles. Reference the tire section of this manual for reimbursement schedule. Warranty coverage is not provided for normal wear or worn-out tires. Wheel alignments and/or tire balancing (unless required by a warranty repair) are not covered beyond 12 months or 12,000 miles, whichever comes first.
4. Certain vehicles equipped with Livery or Limousine packages are eligible for extended warranty or Extended Service Plan coverage. Refer to the Limousine / Livery Coverage within this section for details.
5. Roadside Assistance is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for 5 years or 60,000 miles (whichever occurs first).

3.5.02 COVERAGE, CONDITIONS & PROCEDURES BY CATEGORY

3.5.03 FORD MEDIUM DUTY TRUCKS (F650 & F750)

Warranty summary charts for 650 and higher series trucks are organized by model year and provide coverage time and mileage limits for:

- Basic
- Engine (Gas and Diesel)
- Drivetrain
- Noise Emissions
- Frame
- Corrosion

The Emissions Control System **Performance** Warranty **does not apply to 650 and higher** series trucks, so it's not included in these charts.

- The Emissions Control System **Defect** Warranty is **limited to trucks with Ford engines**. Refer to 3.6.04.03 Federal Emissions Performance Warranty (3.6.04.03 Federal Emissions Performance Warranty=GUID-313AC4A7-62D9-45DA-BB75-7687C791348C=3=en=) and 3.6.05.01 California Emissions Defect/Performance Warranty Coverage Charts (3.6.05.01 California Emissions Defect/Performance Warranty =GUID-DA7B7E9D-E104-4525-B9FF-33070D4C10F3=3=en=).
- The Emissions warranty for trucks with non-Ford engines is provided by the engine manufacturer. Refer to the Warranty Guide placed in the truck at the assembly plant.

Note:

The information shown on the following charts is a summary. For complete information see the applicable Warranty Guide or specific areas of this information (e.g., Emissions, Service Parts).

The charts identify any part that does not have a Ford Part number as a Non-Ford component.

2016 - Current Model F-650 and F-750 Series Trucks

WARRANTY SUMMARY CHART						
COVERAGES (Coverage expires when time or mileage limit is reached)	2 YEARS	3 YEARS	4 YEARS	5 YEARS	LIFE OF TRUCK	
(UNLIMITED MILES EXCEPT AS INDICATED BELOW)						
Basic						
Drivetrain (Axles, Driveshaft, Transmission)						
6.7-liter Power Stroke Diesel w/TorqShift Transmission	250,000 Miles (or 10,000 engine hours)					
Frame						
Corrosion						
Noise Emissions			100,000 Miles			
Allison Transmissions, Caterpillar and Cummins Diesel Engines, Non-Ford components, Damage, Tires, Maintenance and Wear items are not Warranted by Ford Motor Company						

2008–2013, 2015 Model F-650 and F-750 Series Trucks

WARRANTY SUMMARY CHART						
COVERAGES (Coverage expires when time or mileage limit is reached)	2 YEARS	3 YEARS	4 YEARS	5 YEARS	LIFE OF TRUCK	
(UNLIMITED MILES EXCEPT AS INDICATED BELOW)						
Basic						
Drivetrain (Axles, Driveshaft, Transmission)						
Frame						
Corrosion						
Noise Emissions						
Allison Transmissions, Caterpillar and Cummins Diesel Engines, Non-Ford components, Damage, Tires, Maintenance and Wear items are not Warranted by Ford Motor Company						

3.5.04 EXTENDED COVERAGE PROGRAMS (ESC/WORK-READY FLEETS)

650 AND HIGHER SERIES TRUCKS

General Information

Extended Coverage Programs may be purchased for certain 650 and higher series trucks. These marketing programs provide coverages beyond the new truck warranty time and mileage periods.

Truck eligibility for the special coverage can be verified by checking OASIS.

Extended Coverage Programs may be purchased for certain 650 and higher series trucks that will supplement the warranty coverages described in the Warranty Guide with coverages beyond the new truck warranty time and mileage periods.

Complete warranty, ESC, and Work-Ready information and coverage are published in a Product and Sales Information book titled "Warranty and ESC Guide."



Corporation of Iowa, Inc.

MAINTAINER (5-3-2) LIMITED WARRANTY

FIVE (5) YEAR:	MAINTAINER CRANES STRUCTURE MAINTAINER BODY SUB-STRUCTURES RUST THROUGH ON MAINTAINER SERVICE BODIES
THREE (3) YEAR:	MAINTAINER MANUFACTURED COMPONENTS MAINTAINER MANUFACTURED REPLACEMENT COMPONENTS PAINT COVERAGE ON MAINTAINER MANUFACTURED ITEMS
ONE (2) YEAR:	LABOR ON MAINTAINER WORKMANSHIP PURCHASED COMPONENTS SUPPLIED & INSTALLED BY MAINTAINER

LIMITED WARRANTY COVERAGE: The new products manufactured by Maintainer Corporation of Iowa, Inc. (hereinafter "Maintainer"), are warranted to be free from defects in material and workmanship under normal use, application and maintenance in accordance with Maintainer's recommendations, instructions and specifications. The Warranty begins on date of in service as documented by return of the Warranty Registration card and continues for the time identified above. Note: the Warranty Registration card must be filled out and returned to Maintainer within 30 days after purchase. Maintainer's obligation under this warranty is limited to the repair or replacement (at its option) of warranted parts that are determined by Maintainer, after review and inspection, to be defective, which are returned to Maintainer freight prepaid within 30 days of receipt of shipping instructions. (Failure must be reported within thirty (30) days of failure occurrence to qualify).

CONSEQUENTIAL DAMAGES: In no event will Maintainer be liable for business interruptions, loss of sales and/or profits, cost of delays or for any other special, indirect, contingent, incidental or consequential losses, costs or damages or legal fees.

CHANGES IN DESIGN: Maintainer reserves the right to make changes in the design or to make improvements to its products without obligation upon itself to install the same upon products already manufactured.

WARRANTY DOES NOT INCLUDE OR COVER THE: Chassis (whether supplied by Maintainer or Customer) on which the body and/or crane is mounted or any modifications or accessories added by purchaser. Rust through warranty does not apply: 1) where products were used to carry corrosive materials where such materials result in rust through conditions; 2) products are purchased after priming only; 3) product is used outside United States or Canada; 4) product is used in excessive heat.

IMPLIED WARRANTY EXCLUDED: This is the only authorized Maintainer warranty and is in lieu of all other expressed or implied warranties or representations, including any implied warranties of merchantability or fitness for a particular purpose or of any other obligations on the part of Maintainer. There are no other warranties given by Maintainer other than those set forth in this Limited Warranty.

WORK ORDER NO. _____ SERIAL NUMBER _____

SEE NEXT PAGES FOR ADDITIONAL PROVISIONS.

Maintainer (5-3-1) Limited Warranty – 2004; revised 2008

LABOR CHARGE: Maintainer will warrant labor charges on warranty failures for a period of (1) year from date of in service as documented by return of the Warranty Registration card. All warranty labor charges must be pre-authorized for the time allowed at the Maintainer pre-authorized hourly rate charge.

WARRANTY CLAIMS: Warranty claims must be submitted and shall be processed in accordance with Maintainer's warranty claims procedure, as established from time to time. Contact Maintainer for details.

FREIGHT: Maintainer will pay the regular freight charge on all warranty parts sent to the dealer or end user. The dealer/end user is responsible for payment of any additional special freight charges.

WARRANTY VOIDED: This warranty will be null and void if the product is not maintained in accordance with Maintainer's recommended maintenance procedures. The warranty will be voided if the product is modified or altered in any way without the prior written approval of Maintainer or if abused, neglected, repaired, and not used for its intended purposes.

PURCHASER'S RESPONSIBILITY: The purchaser is responsible for the cost of normal maintenance and replacement of expendable items, such as filters, belts, lubricants, and normal wear items.

PURCHASED COMPONENTS: Maintainer will warrant purchased components supplied & installed by Maintainer for a period of (1) year from date of in service as documented by return of the Warranty Registration card. Maintainer's obligation under this warranty is limited to the repair or replacement (at its option) of warranted parts that are determined by Maintainer, after review and inspection, to be defective, which are returned to Maintainer freight prepaid within 30 days of receipt of shipping instructions. (Failure must be reported within thirty (30) days of failure occurrence to qualify). These components may be returned to the Vendor for evaluation. Maintainer will determine its disposition in a timely manner as the Vendor completes their evaluation.

NO ASSIGNMENT: This Limited Warranty is granted to the first owner/user of record and may not be assigned.

NO SET OFF: No deduction may be made for the value of a warranty claim from outstanding balances due and payable to Maintainer.

LENGTH OF LIMITED WARRANTY:

Five (5) year:

1. Maintainer crane structure from the date the unit is put into service as documented on the Warranty Registration card. The structural items are exclusively specified as the crane base plate, crane tower (mast) and crane booms sections.
2. Maintainer body sub-structure from the date the unit is put into service as documented on the Warranty Registration card. The structural items are exclusively specified as the cross members and main sills.
3. Rust through on Maintainer service bodies from the date the unit is put into service as documented on the Warranty Registration card. This applies to body panels, doors and wheel wells. Rust through damage as a result of surface and /or paint damage, product neglect or abuse or structural modification is not covered under this warranty.

See next page for additional lengths on limited warranty.

Three (3) year:

1. Maintainer manufactured components from the date the unit is put into service as documented on the Warranty Registration card.
2. Maintainer manufactured replacement components from the date of invoice.
3. Paint coverage on Maintainer manufactured items from the date the unit is put into service as documented on the Warranty Registration card. This applies to coverage on structural components such as crane bases, tower, booms, truck body door and body panels to be free from defects such as corrosion, blisters, unreasonable color or gloss loss, or delaminating determined to result from paint film failure. Damage such as chips, scratches, corrosion due to dirt build-up that occurs through usage of the product is not covered under this warranty. Rust bleed out from inaccessible structural features as a result of prolonged moisture exposure does not constitute a failure in paint coverage or adhesion and is not covered under this warranty. Protective spray coverings are not covered by this warranty.

One (2) year:

1. Labor on Maintainer workmanship from the date the unit is put into service as documented on the Warranty Registration card.
2. Purchased components supplied and installed by Maintainer from the date the unit is put into service as documented on the Warranty Registration card.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Ring Power Corporation; DBA: Ring Power Lift Truck, Ring Power Crane, Power Systems, CAT Rental Store, ...

2 Business name/disregarded entity name, if different from above
Trout Creek Marina, Integrated Surplus Parts, Ring Power Utility Equipment

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
500 World Commerce Parkway

6 City, state, and ZIP code
St Augustine, Florida 32092

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 0 9 3 4 2 4 6

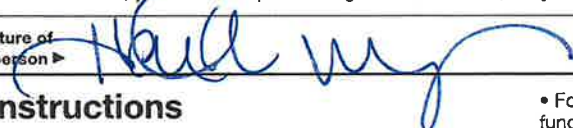
Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► 

Date ► 8/15/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Ring Power Corporation** as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America** a corporation duly organized under the laws of the State of CT as Surety, hereinafter called the Surety, are held and bound unto **Town of Dundee FL** as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Bid Amount

Dollars(5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

UTILITY LIFT STATION MAINTENANCE CRANE TRUCK / RFP NUMBER: 24-08

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 24th day of June, 2024

(Witness)

(Witness)

Ring Power Corporation

(Principal)

(Seal)

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

(Title)

Benjamin Powell, Attorney in Facts



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **BENJAMIN K POWELL** of **JACKSONVILLE, Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24th** day of **June**, **2024**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR UTILITY LIFT STATION MAINTENANCE CRANE TRUCK

RFP NUMBER: 24-08

**Responses are due by
Wednesday, June 26, 2024 by 4:00 P.M.**

MAIL OR DELIVER RESPONSES TO:

Town of Dundee Attn: RFP 24-08
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:

Trevor Douthat
Town Clerk

Town of Dundee

tdouthat@townofdundee.com

(863) 438-8330, Ext 258



RFP 24-08

FY 2024-2025 – 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK

Sealed Bids marked “SEALED BID – FY 2024-2025 – 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK” will be received by the Town Clerk of the Town of Dundee, Florida, until Wednesday, June 26, 2024 at 4:00 P.M. at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

The Town of Dundee (the “Town”) is seeking proposals on and/or for one **(1) UTILITY LIFT STATION MAINTENANCE CRANE TRUCK** (the “Truck”) in accordance with the requirements and specification set forth herein and as depicted by **Exhibit “A”** which is attached to the Work Summary and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance through the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance through a bank or lending institution the purchase price of and/or for **1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK**; and (2) the Truck must be delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this **RFP 24-08** are, as follows:

1. Bidder must provide Lead time of the units. (from build to delivery)
2. Bidder must include all warranty on the body and chassis. (3-5year preferred)
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS :

▪ CAB/ BODY AND CHASSIS SPECS:

- Ford F-550 Super Cab 4x4
- XL Trim Package
- Exterior color – Oxford White
- Interior Color – Grey
- Cruise Control
- Platform Running Boards
- Equipped with an Approved Utility Body to support the Crane
- Supply and Install a Strobe Package for all 4 corners of Truck (must be able to be seen from all sides of the truck)
- Payload Plus Package 19,500 lb. GVW
- Automatic Transmission 10-speed
- Work Bench Rear Bumper w/ storage compartment (equipped with step & handle)
- Fold Down Tail Gate

- Tow Package Included
 - Hydraulic (out/down) Stabilizers
 - LED Compartments Lights
 - LED Flood Light Kit (mounted around body)
 - Back-Up Alarm with Camera
 - Spray-in Bed Liner
 - Tie Downs – mounted along the inside of Truck bed (floor and bed)
- **CRANE SPECIFICATIONS:**
- Crane must be a 30' reach with a work light mounted at the end of crane
 - Wireless Remote (equipped with cab docking charging)
 - Crane must be able to lift 8,600lbs
 - PTO/ pump to operate crane, outriggers, and compressor.
 - Crane and other mounting materials must be coated to prevent failures due to the environment of working around sewer/wastewater and Florida climate
- **OTHER SPECIFICATIONS:**
- Equipped with a hydraulic driven compressor with mounted 50ft hose reel with roller guide exit of body with a 25gallon air tank kit
 - Equipped with Installed Bulkhead to prevent damage to the rear of truck cab
 - Spare Tire for the Truck – Ford F-550

On Thursday, June 27, 2024 at 2:00 P.M., at Town Hall, 202 East Main Street, Dundee, Florida 33838, bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

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

Questions may be submitted to the Town Clerk until 3:30pm on June 12, 2024. For more information regarding this **RFP 24-08**, please contact **Trevor Douthat, (863) 438-8330** or by e-mail at tdouthat@townofdundee.com.

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

KNAPHEIDE TRUCK EQUIPMENT CENTER

KNAPHEIDE TRUCK EQUIPMENT CO - SOUTHEAST
510 THORPE RD ORLANDO, FL 32824
407-857-2040

INVOICE

INVOICE: ORJ42741
Reference: GH00005490
DATE: 04/22/24
KEY CODE: 07379

MVRS REGISTRATION # MV63874

Customer: 33510
JARRETT-GORDON FORD
2600 ACCESS ROAD NORTHWEST

Ship To:
JARRETT-GORDON FORD
2600 ACCESS ROAD NORTHWEST

DAVENPORT FL 33897
863-422-1167

DAVENPORT FL 33897

Contact: WAYNE AESCHLIMAN
P.O. SIGNED QUOTE

Ship Via: POOL DELIVERY

MAKE: FORD MODEL: F-550 YEAR: 2023 VIN: 1FD0X5HT6PED44318

Start Date: 07/07/23 Req. Date: 04/22/24 FO: C300 TPC\LPC\FPC:

KMT1-11 L1881-23

Knapheide 6132DLR-55K: 11 ft crane body with torq-isolator crane support system. A-40 galvanneal compartments and doors, 3/16" treadplate floor, 10 gauge tops and backs, full-seam continuously welded. 12 gauge bottom and end panels of compartments and double panel doors. Exclusive 12 stage K-coat protection includes 12 stages of cleaning, pre-treat, electrodeposition prime coat, rinse, and curing. (6) recessed cargo tie-downs in floor - 6,000# capacity, (2) heavy duty aluminum grab handles, and LED stop/tail/turn lights, clearance lights, & backup lights. 21" work surface bumper with thru compartment, vise plate, & 2.5" receiver tube. (2) Grip-Strut flex steps, (1) each side of rear tailshelf. 16" high double panel slam tailgate with center latch and flat space for tailgate graphics.

KnapLiner: Commercial grade spray-on bed liner applied to cargo floor, sides, compartment tops, bulkhead, tailgate, rear bumper, and entire front of body
Stellar 8630 CDT Pro Service Crane: Max 8,500lb lifting capacity (53,100ft-lbs), 30' hydraulic reach, planetary winch 60'/min speed, and double-acting cylinders w/integral holding valves. Filters, crane hook, snatch block, anti-two block device & hydraulic shutdown, 3/8" cable, boom support, wireless remote control (RF) with back up pendant control, PTO, hydraulic pump for crane, hydraulic reservoir with guard, & remote docking / charge station for crane remote
Control Panel: Power Cell, controller and (8) button switch panel in the rear crane compartment. CAN-bus system with continuous working load of 115 amps, features built in overload current protection for the system and operator safety. LCD display installed in cab.

Hydraulic Air Compressor: Boss 40 CFM hydraulic compressor with Reelcraft 50'x? "

*** CONTINUED NEXT PAGE ***

KNAPHEIDE
SINCE 1848

KNAPHEIDE TRUCK EQUIPMENT CENTER

KNAPHEIDE TRUCK EQUIPMENT CO - SOUTHEAST
510 THORPE RD ORLANDO, FL 32824
407-857-2040

I N V O I C E

INVOICE: ORJ42741
Reference: GH00005490
DATE: 04/22/24
KEY CODE: 07379

MVRS REGISTRATION # MV63874

Customer: 33510
JARRETT-GORDON FORD
2600 ACCESS ROAD NORTHWEST

Ship To:
JARRETT-GORDON FORD
2600 ACCESS ROAD NORTHWEST

DAVENPORT FL 33897
863-422-1167

DAVENPORT FL 33897

Contact: WAYNE AESCHLIMAN
P.O. SIGNED QUOTE

Ship Via: POOL DELIVERY

MAKE: FORD	MODEL: F-550	YEAR: 2023	VIN: 1FD0X5HT6PED44318
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Start Date: 07/07/23 Req. Date: 04/22/24 FO: C300 TPC\LPC\FPC:

KMT1-11 L1881-23

hose reel and roller fairlead through the right rear compartment. FLR system and underbody air tanks included with compressor.

Welder Bracket: Welder mounting plate installed on the street side compartment top at rear

Side Compartments: 44" high side packs and 60" high right front vertical compartment with automotive quality 3-pt T-handles

1st Vertical Side Compartment: 7 drawer unit - 3-3" high drawers, 3-5" high drawers, and 1-7" high drawer (street side) / Gas bottle retainer (2 bottles), vented top & bottom; Full height vertical partition with 3 adjustable divider shelves (curbside)

2nd Vertical Side Compartment: 2 adjustable divider shelves with 4 dividers each (street & curbside)

1st Horizontal Side Compartment: Bolt bin storage unit (street side) / bolt-in divider shelf with 8 dividers (curbside)

3rd Vertical Side Compartment: 2 adjustable divider shelves with 4 dividers each (street side) / Fixed shelf (curbside)

Master Locking System: Secures one entire side of compartments with a padlock in one easy motion and acts as a visual theft deterrent.

Cab Protector: with punched window

Auxiliary Lighting: (4) LED work lights installed

Strobe system: S/T/T backup lights with built-in reflectivity & integrated strobes; (2) amber LED strobe lights installed on front grill

Outriggers: Hydraulic out / hydraulic down at curbside and hydraulic down at street side

Backup Alarm: 97 db audible alarm

*** CONTINUED NEXT PAGE ***

KNAPHEIDE
SINCE 1848

KNAPHEIDE TRUCK EQUIPMENT CENTER

Item 11.

KNAPHEIDE TRUCK EQUIPMENT CO - SOUTHEAST
510 THORPE RD ORLANDO, FL 32824
407-857-2040

I N V O I C E

INVOICE: ORJ42741

Reference: GH00005490

DATE: 04/22/24

KEY CODE: 07379

MVRS REGISTRATION # MV63874

Customer: 33510
JARRETT-GORDON FORD
2600 ACCESS ROAD NORTHWEST

Ship To:
JARRETT-GORDON FORD
2600 ACCESS ROAD NORTHWEST

DAVENPORT FL 33897
863-422-1167

DAVENPORT FL 33897

Contact: WAYNE AESCHLIMAN

Ship Via: POOL DELIVERY

P.O. SIGNED QUOTE

MAKE: FORD MODEL: F-550 YEAR: 2023 VIN: 1FD0X5HT6PED44318

Start Date: 07/07/23 Req. Date: 04/22/24 FO: C300 TPC\LPC\FPC:

KMT1-11 L1881-23

Backup Camera: OEM backup camera installed

Trailer Plug: 7-way flat trailer plug installed

Finish Paint: Body interior / exterior painted single stage to match cab

LED compartment lights installed in each compartment except bottle gas
compartment

E-Locks: Electric locks installed and programmed to key fob

KMT FREIGHT

REMIT TO:

KNAPHEIDE TRUCK EQUIPMENT SOUTHEAST
510 THORPE RD
ORLANDO FL 32824

TERMS: N30

KNAPHEIDE

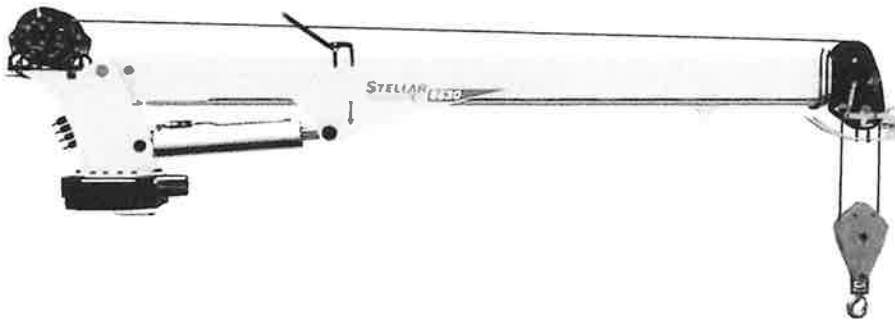
SINCE 1848



8630 HYDRAULIC SERVICE CRANE

8,600-lb Capacity with 30' of Reach

Part of Stellar's new 86 Series, the 8630 Telescopic Crane features an innovative design and quality construction for the ultimate in productivity. The unique boom design reduces weight while maintaining strength, the compact boom tip provides easier reach into small spaces, and the CDTpro™ Control System with Range Finder™ technology delivers superior control and communications.



- **Planetary Winch.** Featuring a hydraulic or mechanical brake system, it lifts the maximum crane load and offers the smoothest and fastest speeds in the market today for maximum productivity.
- **CDTpro Control System.** The most advanced crane remote ever. Save time by knowing your crane can lift the load before you set up. The innovative, industry-only Range Finder™ technology provides real-time max lifting capacity from any point around the crane.
- **Flip Sheave with Bar-Style Anti-Two Block.** Stellar's patented flip sheave allows for a shorter horse head profile, allowing for boom placement in tight quarters, such as an equipment cab.
- **Octagonal Boom.** This next-generation telescopic service crane boom design optimizes all the features of a hexagonal boom while reducing weight.
- **Superior Boom Articulation.** Stellar Hydraulic Cranes make loading easier with industry-leading -10 degrees to +80 degrees articulation.
- **Full Hydraulic Extension.** No manual extension is required. You get full hydraulic reach of 30'.
- **Crane Boost System:** This industry-first, proprietary technology from Stellar allows operators who reach maximum capacity to productively operate through that situation by effectively increasing crane capacity to nearly 118% of its normal operating mode for a short period of time.
- **Quick-Release Snatch Block Stow.** Easily stow your snatch block on the underside of the boom after use. The unique design gently releases the snatch block for use when the boom is raised at close to 60 degrees to ensure a safe and orderly deployment.
- **On-Demand Speed Control.** This Stellar exclusive ramps engine rpm up only when the crane is being used, returning it to idle after five seconds to lower fuel consumption and reduce noise pollution in the work area.
- **400-Degree Rotation System.** The cast iron base and internal mechanical stop provide the most durable rotation system found in the industry.
- **Counterbalance Valves.** Included on each cylinder to prevent unintended cylinder movement should a hose break.
- **Greaseable Pivot Bushings.** Each pivot pin location includes bushings and grease zerks to simplify maintenance and help ensure years of use.
- **Certified.** Meets ANSI B30.5 and OSHA 1910.180 specifications.

SPECIFICATIONS

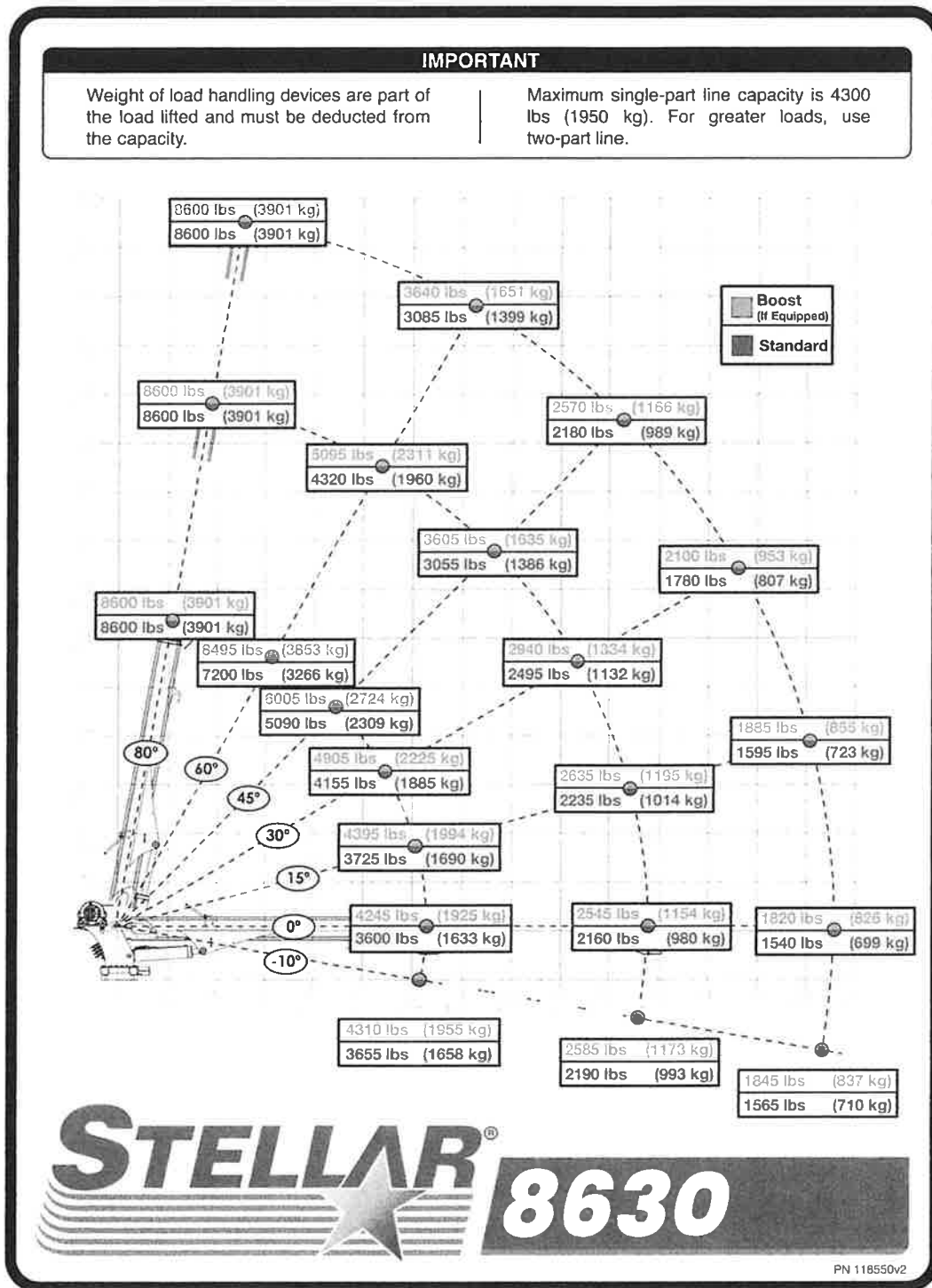
Crane Rating*	53,100 ft-lb (7.3 tm)
Boom Length:	13' (3.96 m) from CL of crane
Boom Extension:	
• 1st Stage:	Hydraulic 100" (254 cm)
• 2nd Stage:	Hydraulic 100" (254 cm)
Maximum Horizontal Reach:	29' 8" (9.04 m) from CL of crane
Maximum Vertical Lift:	31' 6" (9.60 m) from crane base
Lifting Capacity**:	8,600 lbs @ 6' 2" (3,900 kg @ 1.88 m)
	1,820 lbs @ 29' 2" (826 kg @ 8.89 m)
Boom Elevation:	-10° to +80°
Stowed Height (crane only):	38.6" (98 cm)
Mounting Space Required:	20" x 21" (50.8 x 53.3 cm)
Approximate Crane Weight:	1,735 lbs (787 kg)
Winch:	
• Rope Diameter:	3/8" (0.95 cm)
	6X31 IWRC-DGXIP X 100' (30.48 m)
• Line pull speed:	60 ft/min (18.29 m/min)
• Max. single part line:	4,300 lbs (1,950 kg)
• Max. double part line:	8,600 lbs (3,900 kg)
Rotation:	400° power (worm gear)
Power Supply Required:	PTO & Pump
	8 gpm @ 3,000 psi (30.3 lpm @ 207 bar)
	8 gpm @ 3,000 psi (30.3 lpm @ 207 bar)
Min. Rec. Chassis (GVRW):	19,000

*Crane rating in Boost Mode. Normal crane rating is 45,000 ft-lbs (6.2

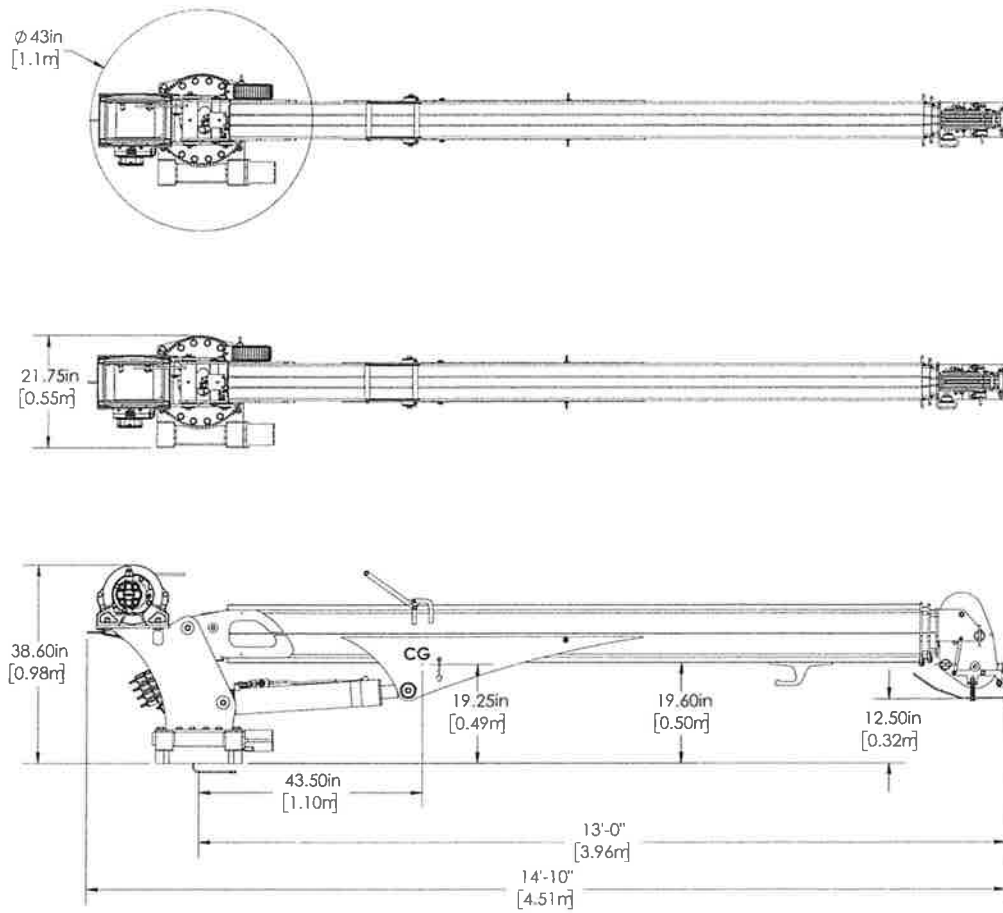
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Item 11.

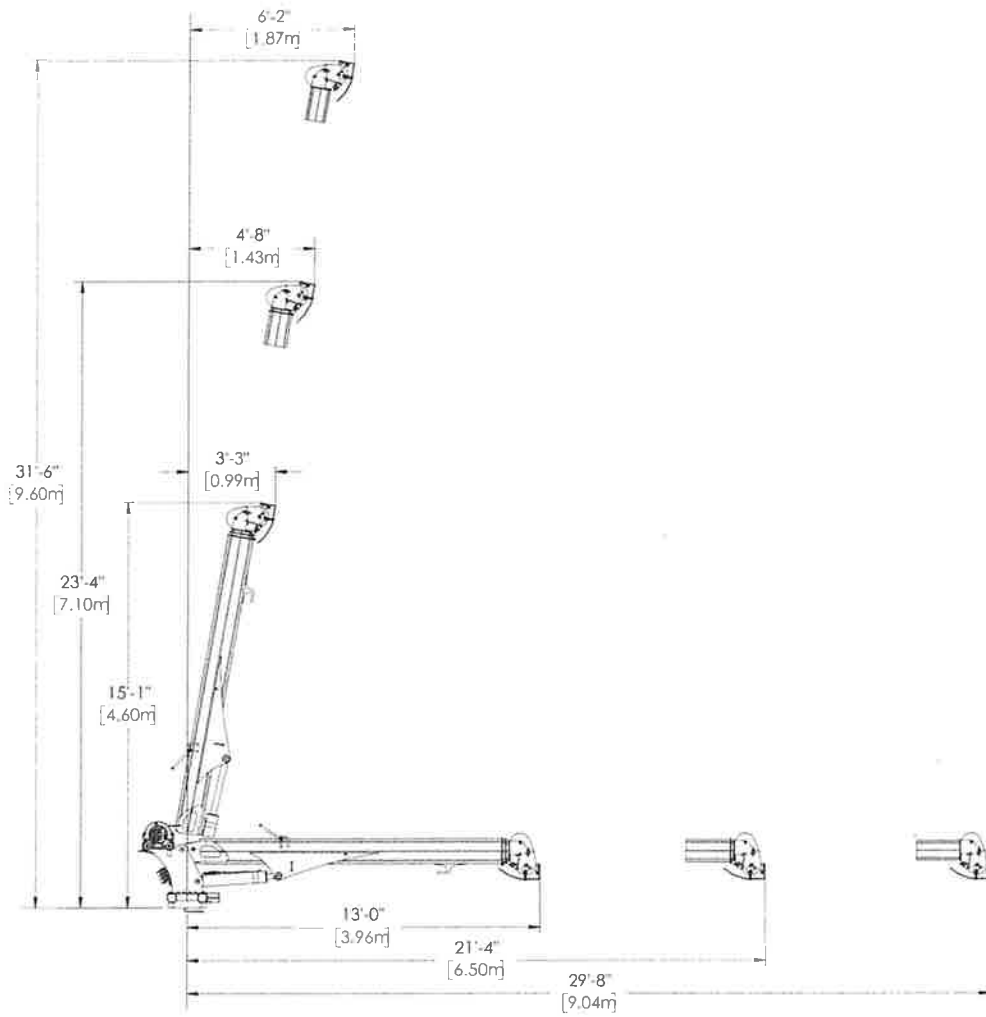
**Maximum capacities in Boost Mode.



Capacity Chart



Dimensions



Geometric Dimensions



190 State Street | Garner, Iowa 50438 | | (877) 621-1570

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BOSS AIR COMPRESSORS

STANDARD WARRANTY FOR

ROTARY SCREW COMPRESSORS

BOSS Industries, LLC warrants that this Rotary Screw Compressor unit conforms to applicable drawings and specifications approved in writing by BOSS. The air end will be free from defects in material and workmanship for a period of thirty (30) months from date of shipment. All other components and parts not of BOSS manufacture will be free from defects in material and workmanship for the duration of the manufacturer's **warranty** period. If within such period BOSS receives from the Buyer written notice of and alleged defect in or nonconformance of the unit, all other components and parts of BOSS manufacture and if in the judgment of BOSS these items do not conform or are found to be defective in material or workmanship, BOSS will upon return of the item F.O.B. BOSS original shipping point, repair or replace the item or issue credit for a replacement item. Defective material must be returned within thirty (30) days of return shipping instructions from BOSS. Failure to do so within specified time will result in forfeiture of claim. Factory installed units will also include **warranty** on installation for a period of one (1) year.

BOSS's sole responsibility and Buyer's exclusive remedy here under is limited to such repair, replacement, or repayment of the purchase price. BOSS shall have no responsibility for any cost or expense incurred by Buyer from inability of BOSS to repair under said **warranty** when such inability is beyond the control of BOSS or caused solely by Buyer. This **warranty** shall be void and BOSS shall have no responsibility to repair, replace, or repay the purchase price of defective or damaged parts or components resulting directly or indirectly from the use of repair or replacement parts not of BOSS manufacture or approved by BOSS or from Buyer's failure to store, install, maintain, and operate the compressor according to the recommendations contained in the Operating and Parts Manual and good engineering practice. This **warranty** does not cover damaged caused by accident, misuse, or negligence. If the compressor unit is disassembled, the **warranty** is void. The total responsibility of BOSS for claims, losses, liabilities or damages, whether in contract or tort, arising out of or related to its products shall not exceed the purchase price. In no event shall BOSS be liable for any special, indirect, incidental or consequential damages of any character, including, but not limited to, loss of use of productive facilities or equipment, loss of profits, property damage, expenses incurred in reliance on the performance of BOSS, or lost production, whether suffered by Buyer or any third party.



Limited Warranty Statement

Stellar Industries, Inc. (Stellar) warrants products designed and manufactured by Stellar to be free from defects in material and workmanship under proper use and maintenance. Products must be installed and operated in accordance with Stellar's written instructions and capacities. All warranty periods will begin on the in-service date as defined on the second page of this document. This warranty shall cover the following Stellar products:

	1 Year <i>Does not extend beyond 2 years from date of manufacture</i>	3 Year <i>Does not extend beyond 4 years from date of manufacture</i>	5 Year <i>Does not extend beyond 6 years from date of manufacture</i>	Lifetime <i>(Original Owner Only)</i>
Telescopic & Articulating Cranes				
Stellar Manufactured Crane Structures			✓	
Paint Coverage on Stellar Manufactured Parts		✓		
Parts	✓			
Repair Labor	✓			
Mechanic, Tire Service & LP Bodies				
Rust Through on TMAX Service Bodies			✓	
Stellar Manufactured Service Body Sub-Structures			✓	
Paint Coverage			✓	
Parts	✓			
Repair Labor	✓			
Hooklifts, Roll Offs & Dumpster Trucks				
Stellar Manufactured Structural Components			✓	
Paint Coverage		✓		
Parts	✓			
Repair Labor	✓			
Tarpers				
Parts	✓			
Repair Labor	✓			
Paint Coverage	✓			
Industrial Trailers				
Stellar Manufactured Structural Components		✓		
Parts	✓			
Repair Labor	✓			
Paint Coverage	✓			
Air Compressors				
Parts	✓			
Repair Labor	✓			
Paint Coverage	✓			
Drawer Systems				
Drawer Slides, Latches & Handles				✓
Manufactured Parts	✓			
Repair Labor	✓			
Paint Coverage	✓			
Lube Skids, Lube Trailers & Fuel Trailers				
Stellar Manufactured Structural Components		✓		
Parts	✓			
Repair Labor	✓			
Paint Coverage	✓			

In-Service Date

The in-service date will be derived from the completed warranty registration located at www.stellarindustries.com. In the event warranty registration received by Stellar, the factory ship date will be used.

Definitions

Stellar Manufactured Structural Component/Service Body Sub-Structure – Includes any structural weldment or load bearing support structure manufactured by Stellar Industries

Rust Through on Stellar TMAX Service Bodies - Rust Through is defined as a hole in the metal caused by corrosion. Excluded is corrosion caused by external caustics, including but not limited to improper cleaning material, road salt and other chemicals left on the body for extended periods of time.

Paint Coverage on Stellar Manufactured Parts - Stellar guarantees that paint will not fail in terms of adhesion, blistering or unreasonable loss of color or gloss for a 3-year period. Excluded is damage such as chips, dents, scratches, and corrosion due to caustic chemicals and dirt build-up. Regular cleaning and maintenance of the product to remove external factors is expected to keep this warranty in force.

Warranty Process

Stellar's obligation under this warranty is limited to, and the sole remedy for any such defect shall be, the repair and/or replacement (at Stellar's option) of the unaltered part and/or component in question. Stellar after sales service personnel must be notified by telephone, fax, or letter of any warranty applicable damage within fourteen (14) days of its occurrence. If at all possible, Stellar will ship the replacement part within 24-hours of notification by the most economical, yet expedient, means possible. Expedited freight delivery will be at the expense of the owner.

Warranty claims must be submitted and shall be processed in accordance with Stellar's established warranty claim procedure. Stellar after-sales service personnel must be contacted prior to any warranty claim. A return materials authorization (RMA) account number must be issued to the claiming party prior to the return of any warranty parts. Parts returned without prior authorization will not be recognized for warranty consideration. All damaged parts must be returned to Stellar freight prepaid; freight collect returns will be refused. Freight reimbursement of returned parts will be considered as part of the warranty claim. When submitting an invoice for warranty credit all invoices must be itemized to show the breakdown of parts, labor and any miscellaneous charges. With warranty approval, Stellar Industries will reimburse applicable repair/installation labor up to \$150.00/hour. Any additional labor charges or labor rates above the specified amount will need to be approved by Stellar prior to warranty submittal.

Warranty Repair

Warranty service will be performed by any Stellar new equipment distributor, or by any Stellar-recognized service center authorized to service the type of product involved, or by the Stellar factory in the event of a direct sale. At the time of requesting warranty service, the owner must present evidence of date of delivery of the product. The owner shall be obligated to pay for any overtime labor requested of the servicing company by the owner, any field service call charges, and any towing and/or transportation charges associated with moving the equipment to the designated repair/service provider.

All obligations of Stellar and its authorized dealers and service providers shall be voided if someone other than an authorized Stellar dealer provides other than routine maintenance service without prior written approval from Stellar. In the case repair work is performed on a Stellar-manufactured product, original Stellar parts must be used to keep the warranty in force. The warranty may also be voided if the product is modified or altered in any way not approved, in writing, by Stellar.

Warranty Limitations/Responsibilities

The owner/operator is responsible for furnishing proof of the date of original purchase of the Stellar product in question. Warranty registration is the ultimate responsibility of the owner and may be accomplished by the completion of the Stellar product registration card provided with the product. If the owner is not sure of registration, he is encouraged to contact Stellar at the address below to confirm registration of the product in question. This warranty covers only defective material and workmanship. It does not cover depreciation or damage caused by normal wear and tear, accident, mishap, untrained operators, or improper or unintended use. The owner has the obligation of performing routine care and maintenance duties as stated in Stellar's written instructions, recommendations, and specifications. Any damage resulting from owner/operator failure to perform such duties shall void the coverage of this warranty. The owner will pay the cost of labor and supplies associated with routine maintenance.

The only remedies the owner has in connection with the breach or performance of any warranty on the Stellar product specified are those set above. In no event will Stellar, the Stellar distributor/dealer, or any company affiliated with Stellar be liable for business interruptions, costs of delay, or for any special, indirect, incidental, or consequential costs or damages. Such costs may include, but are not limited to, loss of time, loss of revenue, loss of use, wages, salaries, commissions, travel time, mileage, lodging, meals, towing, hydraulic fluid, or any other incidental cost.

All products purchased by Stellar from outside vendors shall be covered by the warranty offered by that respective manufacturer only. Stellar does not participate in, or obligate itself to, any such warranty.

Stellar reserves the right to make changes in design or improvement upon its products without imposing upon itself the same upon its products theretofore manufactured.

This warranty will apply to all Stellar Cranes, Stellar Hooklift Hoists, Stellar Cable Hoists, Stellar Container Carriers, Stellar Service Trucks, and Stellar Tarper Systems shipped from Stellar's factory after February 1st, 2015. The warranty is for the use of the original owner only and is not transferable without prior written permission from Stellar.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. STELLAR INDUSTRIES, INC. IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Product Warranty - Six Years with Unlimited Mileage

The Knapheide Manufacturing Company (hereinafter referred to as “Knapheide”) guarantees the Service Body, KUV Body, Crane Body, Line Body, Combo Body, KnapKap, KnapPack and Toolbox sheet metal components will not “rust-through” as defined below. Knapheide branded NXG door latches (black nylon pan and chrome handle), lock cylinders, and standard door hinges are guaranteed not to fail to operate due to a mechanical failure, and standard compartment shelving is guaranteed not to bend under the rated load of 250 pounds for a period of six years with unlimited mileage.

Product Warranty - Three Years or 36,000 Miles, Whichever Occurs First

Knapheide guarantees the Platform Body, Gooseneck Body, Dump Body, and Forestry Body will not “rust-through” as defined below. Knapheide guarantees the Service Body, KUV Body, Crane Body, Line Body, KnapKap, KnapPack, Toolbox, Platform Body, Gooseneck Body, Dump Body, Forestry Body and the Knapheide power locking (E-lock) system and hydraulic hoist (Knaphoist) to be free from defects in material and and/or workmanship for a period of three years or 36,000 miles, whichever occurs first.

Warranty Coverage Duration and Limitation

The warranty period begins on the date of purchase by the end-user, or one year from the date the product is shipped from Knapheide, whichever occurs first. This warranty is valid for product shipped from Knapheide after January 1, 2020 and remains mounted upon the chassis it was originally installed, as solely determined by Knapheide. Knapheide will pay the cost of material and labor to repair or replace the defective product and reserves the sole right to inspect product claimed for warranty and determine the best course of action to remedy the warranty claim.

Exclusions from Warranty

1. Product not installed by an authorized Knapheide distributor or agent.
2. All accessions (additions, add-on attachments, etc.) to the product not manufactured by Knapheide.
3. Stainless steel latches or riveted-on latches, all non-NXG Knapheide branded latches.
4. All product repairs, modifications and alterations performed without written authorization of Knapheide.
5. Products exhibiting damages or fatigue fractures due to accident, misuse, abuse, neglect, overloading, improper installation, severe off-road applications or twisting loads induced by cranes or aerial devices.
6. Products not maintained per Operation & Maintenance Manual.
7. Products sold by Knapheide but not manufactured by Knapheide (i.e. cranes, aerial lifts, lift gates, generators, compressors, pumps, hydraulic or pneumatic reservoirs etc.) Note: These products are covered exclusively by the product manufacturer’s warranty in effect at the time of delivery, if any.
8. Paint, decals, or any finish (collectively “finish”) not applied by Knapheide. Finish deterioration caused by chemical reactions including, but not limited to, acid rain, industrial fallout or improper cleaning materials. Provided, however, that as limited above, Knapheide warrants the product finish applied by Knapheide for one year from the beginning of the warranty period.
9. “Rust-through” of products for which the finish was not applied by Knapheide or an authorized agent, or where the product was used to transport corrosive materials. Note: “rust-through” is defined as corrosion that has created a hole through the metal.
10. Products purchased or used outside the U.S.A. and Canada.



BID FORM

FY 2024-2025 RFP 24-08 1 – UTILITY LIFT STATION MAINTENANCE CRANE TRUCK

RETURN DATE: June 26, 2024
 RETURN TO: Office of the Town Clerk
Attn: RFP 24-08
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1. 2023 F-550 SUPER CAB	1		\$178,392.05	\$178,392.50
2. 4X4 DIESEL WITH KNAPHEIDE				
3. KMT MECHANICS CRANE				
4. BODY				
5.				
6. TRUCK IS IN STOCK AND READY TO DELIVER				
7. I WILL HAVE TO HAVE KNAPHEIDE ADD THE BOOM TIP LIGHT				
8. THE ETA IS TWO WEEKS ON ADDING THE LIGHT AND IS INCLUDED IN QUOTE				
TRUCK WILL HAVE A 19 GALLON AIR TANK ONLY YOU DO HAVE AIR ON DEMAND				
			TOTAL (\$)	\$178,392.05

Bid Alternate

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

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: Jarrett-Gordon Ford Davenport
 Company Address: 2600 Access Rd NW
 Company City: Davenport State: FL Zip: 33837
 Company Phone Number: 863-422-1167 Fax Number: wayneaeschlman@jarrettford.com
 Authorized Representative: Wayne Aeschliman
 Signature: *Wayne Aeschliman* Date: 06/17/24
 Print Name: Wayne Aeschliman Phone Number: 863-450-0080 Cell
 Title: COMMERCIAL SALES MGR

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

CERTIFICATION OF DRUG-FREE WORKPLACE

I Wayne Aeschliman (“Undersigned”), certify that:

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

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, Jarrett-Gordon Ford Davenport, acknowledges, understands, and complies fully with the above requirements.

DATE: 06/17/24 NAME OF ENTITY: Jarrett-Gordon Ford Davenport

PHONE/FAX: 863-422-1167 Office 863-450-0080 Cell

ADDRESS: 2600 Access Rd NW
Davenport FL 33837

SIGNATURE: 

PRINT NAME: Wayne Aeschliman

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

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

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

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

Company Name Jarrett-Gordon Ford Davenport

Signature Wayne Aeschliman Date: 06/17/24

Printed Name Wayne Aeschliman

Title COMMERCIAL SALES MGR

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 18 DAY OF June, 2024

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

TYPE OF ID PRODUCED _____

SIGN: Ryan Devlin

PRINT: Ryan Devlin



NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

Wayne Aeschliman

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

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

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 17th DAY OF June, 20 24

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

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

