

# AMENDED



## TOWN COMMISSION MEETING AGENDA

May 14, 2024 at 6:30 PM

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

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

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**RECOGNITION OF SERGEANT AT ARMS**

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

**ROLL CALL**

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

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

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MAY 14, 2024**

**A. MINUTES**

1. April 23, 2024 Town Commission Meeting
2. May 2, 2024 Purchase Review Committee Meeting

**B. AGREEMENTS**

1. Polk County Library Cooperative Interlocal Agreement
2. Zambelli Contract 2024
3. Woodland Ranch Estates Water Allocation
4. Shores of Lake Dell Developer's Agreement
5. WHEDC Incubator Lease Agreement
6. Fire Services Agreement
7. Stormwater Utility Agreement

**APPROVAL OF AGENDA**

**PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS**

1. PROCLAMATION, MILITARY APPRECIATION MONTH
2. PROCLAMATION, MUNICIPAL CLERKS WEEK

**NEW BUSINESS**

- 3. SELECTION OF VICE MAYOR OF THE TOWN COMMISSION**
- 4. COMMISSIONER APPOINTMENTS TO VARIOUS COMMITTEES**
- 5. ORDINANCE 23-10, TOWN OF DUNDEE TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN**
- 6. DISCUSSION & ACTION, RESOLUTION 24-07 TPO APPORTIONMENT PLAN**
- 7. DISCUSSION & ACTION, RESOLUTION 24-08 HICKORY WALK REPAIRS**
- 8. DISCUSSION & ACTION, NEW CITRUS CONNECTION STOPS**
- 9. DISCUSSION & ACTION, BUDGET WORKSHOP DATES**
- 10. DISCUSSION & ACTION, EDUCATION CONNECT LEARNING CENTER**
- 11. DISCUSSION & ACTION, RFQ 24-01 SUBMISSION EVALUATION & SCORING**

**REPORTS FROM OFFICERS**

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

**ADJOURNMENT**

***PUBLIC NOTICE:** Please be advised that if you desire to appeal from any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases, a verbatim record is required. You must make your own arrangements to produce this record. (Florida statute 286.0105)  
If you are a person with disability who needs any accommodations in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the town clerk's office at 202 east main street, Dundee, Florida 33838 or phone (863) 438-8330 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.*



# TOWN COMMISSION MEETING

May 14, 2024 at 6:30 PM

<b>AGENDA ITEM TITLE:</b>	Approval of the Commission Consent Agenda
<b>SUBJECT:</b>	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.
<b>STAFF ANALYSIS:</b>	<p>The consent agenda for the meeting of May 14, 2024 contains the following:</p> <p>A. Minutes</p> <ol style="list-style-type: none"> <li>1. May 14, 2024 Town Commission Meeting</li> <li>2. May 2, 2024 Purchase Review Committee Meeting</li> </ol> <p>B. Agreements</p> <ol style="list-style-type: none"> <li>1. PCLC Interlocal Agreement</li> <li>2. Zambelli Contract 2024</li> <li>3. Woodland Ranch Water Allocation Agreement</li> <li>4. Shores of Lake Dell Developer's Agreement</li> <li>5. WHEDC Incubator Lease Agreement</li> <li>6. Fire Services Agreement</li> <li>7. Stormwater Utility Agreement</li> </ol>
<b>STAFF RECOMMENDATION:</b>	Staff recommends approval
<b>ATTACHMENTS:</b>	<p>May 14, 2024 TC Minutes</p> <p>PCLC Interlocal Agreement</p> <p>Zambelli Contract</p> <p>Woodland Ranch Water Allocation Agreement</p>



## TOWN COMMISSION MEETING MINUTES

April 23, 2024 at 6:30 PM

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

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

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**CALL TO ORDER** by Mayor Pennant at 6:30PM

**PLEDGE OF ALLEGIANCE** led by Mayor Pennant

**INVOCATION** led by Mayor Pennant

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

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

**ROLL CALL** given by Town Clerk Douthat

**PRESENT**

Willie Quarles

Mary Richardson

Sam Pennant

**ABSENT**

Steve Glenn

Bert Goddard

***MOTION TO EXCUSE*** Vice Mayor Glenn and Commissioner Goddard made by Quarles, Seconded by Richardson. Passed unanimously.

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

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

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

Willie Seabon, 316 Lincoln Ave, thanked the Town for installing the speed bumps on Lincoln Avenue.

Robert Fields, 322 Lincoln Ave, expressed concerns about the speed bumps that have been installed on Lincoln Avenue.

Mike Jones, 602 Lincoln Ave, thanked the Town for installing the speed bumps on Lincoln Avenue.

Bernard Hammond, 611 MLK St, expressed concerns about the speed bumps that have been installed on Lincoln Avenue.

Eric Anglin, Dundee Stallions Football Program, informed the Town about the Dundee Youth Football program and encouraged everyone to support them.

Gary Yearry, 602 Lincoln Avenue, thanked the Town for installing the speed bumps on Lincoln Avenue.

Barbara Jones, 602 Lincoln Avenue, thanked the Town for installing the speed bumps on Lincoln Avenue.

Mervin Raggs, 312 Lincoln Avenue, thanked the Town for installing the speed bumps on Lincoln Avenue.

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR APRIL 23, 2024****A. MINUTES**

- 1. December 13, 2023 Tree Board Meeting**
- 2. February 21, 2024 Tree Board Meeting**
- 3. March 26, 2024 Town Commission Meeting**
- 4. April 3, 2024 Purchase Review Committee Meeting**
- 5. April 9, 2024 Town Commission Meeting**
- 6. 2024 Canvassing Board Meetings**

**B. BOARD RESIGNATION**

- 1. David Joubert, Tree Board Resignation**

**C. AGREEMENTS**

## 1. RFQ 24-01 ADDENDUM 2 CCNA AGREEMENT

### 2. RFP 24-06 AGREEMENT

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

***MOTION TO APPROVE** the consent agenda with changes for the meeting of April 23, 2024 made by Richardson, Seconded by Quarles. Passed unanimously.*

*Voting Yea: Quarles, Richardson, Pennant*

## APPROVAL OF AGENDA

MOTION TO APPROVE the regular agenda for the meeting of April 23, 2024 made by Quarles, Seconded by Richardson. Passed unanimously.

Voting Yea: Quarles, Richardson, Pennant

## PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

### 1. PROCLAMATION, MARGIE MAE LEWIS 100TH CELEBRATION

***MOTION TO SUPPORT** Margie Mae Lewis 100th Birthday made by Quarles, Seconded by Richardson. Passed unanimously.*

*Voting Yea: Quarles, Richardson, Pennant*

Mayor Pennant read the proclamation into the record and presented it to Margie Mae Lewis.

Annette Wilson, 802 MLK St; Dorothy Fason, 212 Florida Ave; Terry Christian, Lake Wales; Pastor Wilford Smith, 1203 Tangerine Park; Raymond Mose, Eustis; Gertrude Penick, 207 Betty Ave all spoke kind words and sang a songs for Mrs. Lewis.

### 2. PROCLAMATION, ARBOR DAY 2024

***MOTION TO SUPPORT** April 23, 2024 as Arbor Day 2024 made by Richardson, Seconded by Quarles. Passed unanimously.*

*Voting Yea: Quarles, Richardson, Pennant*

Mayor Pennant read the proclamation into the record and presented it to the Tree Board members.

Sheila Aguilar, 1605 Steely Dr, thanked the Town for the recognition and updated the Commission on projects they are working on.

**NEW BUSINESS****3. DISCUSSIN & ACTION, ORDINANCE 24-01 FUTURE LAND USE MAP AMENDMENT**

Assistant Town Attorney Claytor read the title of Ordinance 24-01 into the record.

Town Planner Peterson gave the analysis.

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

***MOTION TO APPROVE*** Ordinance 24-01 made by Quarles, Seconded by Richardson. Passed unanimously.

*Voting Yea: Quarles, Richardson, Pennant*

**4. DISCUSSION & ACTION, ORDINANCE 24-02 HILLS OF DUNDEE ZONING MAP AMENDMENT**

Assistant Town Attorney Claytor read the title of Ordinance 24-02 into the record.

Town Planner Peterson gave the analysis.

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

***MOTION TO APPROVE*** Ordinance 24-02 made by Quarles, Seconded by Richardson. Passed unanimously.

*Voting Yea: Quarles, Richardson, Pennant*

**5. DISCUSSION & ACTION, GENERATOR INSPECTIONS & MAINTENANCE**

Town Manager Davis gave the analysis.

Special Projects/Utilities Director Mercer stood for questions.

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

***MOTION TO APPROVE*** the quote from Mid Florida Diesel for generator maintenance made by Quarles, Seconded by Richardson. Passed unanimously.

*Voting Yea: Quarles, Richardson, Pennant*

**6. DISCUSSION & ACTION, DUKE ENERGY LIGHTING AGREEMENT**

Town Manager Davis gave the analysis.

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

**MOTION TO APPROVE** the Duke Energy lighting agreement made by Quarles, Seconded by Richardson. Passed unanimously.  
Voting Yea: Quarles, Richardson, Pennant

**7. DISCUSSION, POTENTIAL CHANGES TO THE EMPLOYEE HANDBOOK**

Town Manager Davis gave the analysis.

**REPORTS FROM OFFICERS**

Fireman Hunter Lloyd updated the run totals for the Fire Department.

Town Manager Davis announced that Wednesday, April 24th will be Administrative Professionals Day. She explained and conducted the Good Deeds Day drawing.

Robert Schultz, 407 5th St and Chris Howlett 908 Edmunds Ave were the \$50 winners.

Commissioner Richardson announced that she will be graduating from Polk Leadership in May 2024 and thanked the Commission and Town Manager Davis for nominating her to participate.

**ADJOURNMENT at 8:52PM**

Respectfully Submitted,

*Trevor Douthat*

Trevor Douthat, Town Clerk

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



# RFQ #24-01 Evaluation & Scoring

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



**REQUEST FOR QUALIFICATIONS 24-01  
CONTINUING PROFESSIONAL PLANNING & VISIONING SERVICES CONTRACTS  
EVALUATION & SCORING  
MINUTES REPORT  
MAY 2, 2024 at 1:00pm**

**CALL TO ORDER:**

Assistant Town Attorney Claytor called the meeting to order at 11:15 am and turned the meeting over to the chair, Public Works Director John Vice.

**STAFF PRESENT:**

Bruce Lyon, WHEDC  
Tracy Mercer, Special Project Manager  
Lorraine Peterson, Town Planner  
John Vice, Public Works Director  
Tandra Davis, Town Manager  
Assistant Town Attorney, Claytor

Chair Vice explained that the committee would be evaluating the qualifications of the responses received.

All four submissions were evaluated and Chair Vice recessed the meeting for five minutes so the scores could be calculated at 12:12pm.

Chair Vice reconvened the meeting at 12:16p. The weighted scores were read into the record.

Ayers – 463 points with a weighted average of 93  
Calvin, Giordano & Associates/Safebuilt – 460 points with a weighted average of 93  
Geoplanning - 450 points with a weighted average of 90  
Robert A Stevens – 416 points with a weighted average of 83

**MOTION** to accept the weighted average scores made by Lyon, Seconded by Vice. Passed unanimously.

**MOTION** to recommend approval of all submittals and award a continuing contract with the Town to each submitter made by Vice, Seconded by Davis. Passed unanimously.

**ADJOURNMENT at 12:16pm**

**Respectfully Submitted,**

*Trevor Douthat*

Trevor Douthat, Town Clerk

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

*Passed by Library Cooperative Governing Board on March 13, 2024*

# **POLK COUNTY LIBRARY COOPERATIVE INTERLOCAL AGREEMENT 2024**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ by Polk County, a political subdivision of the State of Florida, hereinafter referred to as the County, and the municipalities of Auburndale, Bartow, Dundee, Eagle Lake, Fort Meade, Frostproof, Haines City, Lake Alfred, Lakeland, Lake Wales, Mulberry, Polk City, and Winter Haven, hereinafter referred to as "participating municipalities".

WHEREAS, Section 163.01, Florida Statutes (2023) the Florida Interlocal Cooperation Act of 1969, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, both the County and participating municipalities are public agencies within the meaning of Chapter 163.01, Florida Statutes (2023); and

WHEREAS, Section 163.01(4), Florida Statutes (2023) provides that a public agency of this state may exercise jointly with any other public agency of the state any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 125.01(f), Florida Statutes (2023) authorizes the County to provide libraries and cultural facilities and programs; and

WHEREAS, Section 166.021(1), Florida Statutes (2023), authorizes municipalities to render municipal services and exercise power for municipal services, except when expressly prohibited by law; and

WHEREAS, the County and participating municipalities desire to cooperate in a countywide agreement to provide library services without charge to all persons residing in Polk County, including residents of the unincorporated areas and those incorporated areas not served by a public library; and

WHEREAS, the County as an eligible political subdivision under Section 257.17, Florida Statutes (2023), may participate in the State Aid to Libraries Program; and

WHEREAS, the County enacted Ordinance 07-18, the Polk County Amended, Restated and Consolidated Comprehensive Impact Fee Ordinance, as amended, which in part provides for the funding of library capital improvements required by growth within Polk

*Passed by Library Cooperative Governing Board on March 13, 2024*

County; and

WHEREAS, the County enacted Ordinance 05-025, the Polk County Library MSTU Ordinance to levy ad valorem taxes within the unincorporated area of Polk County to fund new libraries, and, to the extent that it is demonstrated that such facilities benefit and are used by the residents of the unincorporated area of Polk County, existing and future library facilities operated by the Polk County Library Cooperative and its members.

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

## **1. PURPOSE**

The County and participating municipalities agree to cooperate, pursuant to the terms of this interlocal agreement, in the operation of a cooperative countywide library system in Polk County to provide library services without charge to all persons who are residents of Polk County.

In particular, it is the express purpose of the agreement to provide for the coordination of library service throughout the service area of the County and all participating entities, to provide for equal access to free public library service to all residents in Polk County, and to formulate and implement consistent plans, programs, policies, and procedures in the operation, maintenance and development of library service throughout the service area of the participating entities. The Board of County Commissioners shall have the authority to administer this Agreement and is empowered to take collective action as directed by the Library Cooperative Governing Board (hereafter governing board) as is reasonable or appropriate to achieve the purposes as set forth herein.

## **2. DEFINITIONS**

1. Resident shall mean any individual who either owns real property or resides in Polk County on a permanent basis or as established by the Governing Board.
2. County shall mean Polk County, a political subdivision of the State of Florida.
3. Auburndale shall mean the City of Auburndale, a legal entity established for local governmental purposes and the location of the Auburndale Public Library.
4. Bartow shall mean the City of Bartow, a legal entity established for local governmental purposes and the locations of the Bartow Public Library, Polk County Historical & Genealogical Library and the Polk County Law Library.
5. Dundee shall mean the Town of Dundee, a legal entity established for local governmental purposes and the location of the Dundee Public Library.

*Passed by Library Cooperative Governing Board on March 13, 2024*

6. Eagle Lake shall mean the City of Eagle Lake, a legal entity established for local governmental purposes and the location of the Eagle Lake Public Library.
7. Fort Meade shall mean the City of Fort Meade, a legal entity established for local governmental purposes, and the location of the Fort Meade Public Library.
8. Frostproof shall mean the City of Frostproof, a legal entity established for local governmental purposes and the location of the Latt Maxcy Memorial Library.
9. Haines City shall mean the City of Haines City, a legal entity established for local governmental purposes and the location of the Haines City Public Library.
10. Lake Alfred shall mean the City of Lake Alfred, a legal entity established for local governmental purposes and the location of the Lake Alfred Public Library.
11. Lake Wales shall mean the City of Lake Wales, a legal entity established for local governmental purposes and the location of the Lake Wales Public Library.
12. Lakeland shall mean the City of Lakeland, a legal entity established for local governmental purposes and the locations of the Lakeland Public Library, Larry R. Jackson Branch Library and the Kelly Branch Library.
13. Mulberry shall mean the City of Mulberry, a legal entity established for local governmental purposes and the location of the Mulberry Public Library.
14. Polk City shall mean the City of Polk City, a legal entity established for local governmental purposes and the location of the Suzette Penton Polk City Community Library.
15. Winter Haven shall mean the City of Winter Haven, a legal entity established for local governmental purposes and the location of the Winter Haven Public Library, Kathryn L. Smith Memorial.
16. Cooperative shall mean the Polk County Library Cooperative, a public library system operated by a governing body designated by one or more participating local governments and/or entities to administer through a single administrative head, the common services for a group of libraries supported by those participating local governments and/or entities that have joined together by formal agreements to provide services across their combined service areas.
17. Single administrative head (Cooperative Coordinator) shall mean the central administrator of the Polk County Library Cooperative who administers, manages, and coordinates Cooperative activities and who, at a minimum, meets the requirements for a Cooperative Coordinator as described at Section 9, herein.
18. Governing Board shall mean the governing body of the Polk County Library Cooperative as empowered pursuant to this Agreement.
19. Service area shall mean all of Polk County.

20. Participating Library shall mean any of the libraries located within Polk County that have entered into this agreement.
21. Polk County is a political subdivision of the State of Florida and is authorized to participate in the State Aid to Libraries Program and operates the Polk County Genealogical Library and the Justice Steven H. Grimes Law Library.
22. Circulation – shall mean all library materials that are borrowed for use outside the library, including digital books and media.
23. Capital – shall mean money expended for purchase or construction of a library building or library quarters (ie: bricks and mortar, land (purchase or value of); and utility infrastructure). Capital shall not include shelving, furniture, or replacement of carpet.
24. BOCC – shall mean the “Board of County Commissioners” of Polk County
25. MSTU- shall mean the “Municipal Services Taxing Unit” enacted by the BOCC in the unincorporated areas of the county for public library services beginning with FY 2005-2006, the funds from which may be used for existing and future library facilities, collections and programs to the extent that it is demonstrated that such facilities benefit and are used by residents of the unincorporated area of Polk County.
26. Impact Fee – shall mean the library impact fee enacted by the BOCC for public library capital projects required by growth.

### **3. AGREEMENT**

This Agreement shall constitute the entire agreement of parties hereto and of the Polk County Library Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest in accordance with its terms. No modification or amendment of the Agreement shall be binding unless in writing approved by each of the governing boards of the participating libraries and by the Cooperative Governing Board, and executed on behalf of each of the participating libraries and the Cooperative Governing Board.

### **4. TERM**

The term of this Agreement shall be 10 years, beginning on October 1, 2024 and shall automatically renew for additional 10 year terms, however any party hereto may terminate their participation in this Agreement as provided herein. The parties hereto agree to meet at the request of any member party to review the provisions of this agreement at least one hundred and twenty (120) days prior to October 1<sup>st</sup> of each year in order to consider such modifications as the parties may desire for the subsequent year.

### **5. WITHDRAWAL OR TERMINATION**

Any participating party may withdraw from the Cooperative established by this Agreement and thereby terminate its rights and responsibilities under this Agreement. Written notice of the withdrawal and termination shall be given to the

*Passed by Library Cooperative Governing Board on March 13, 2024*

Governing Board 60 days prior to the effective date. Any funds received by the withdrawing party will be pro-rated to the termination date and a refund will be made by the withdrawing party to the Cooperative. Distribution of the refund will be made to the remaining cities in accordance with the funding formula.

## **6. DISPENSATION OF PROPERTY AND EQUIPMENT**

Upon withdrawal or termination of the Agreement by any participating party (whether by termination or otherwise), all real property and equipment valued at the amount established by applicable law and regulations and purchased by the Cooperative with State, County or Federal funds (except State Construction Grant Funds), shall be retained by the Polk County Library Cooperative.

If the Cooperative ceases to exist, the abovementioned real property and equipment shall revert to the Florida Department of State, Division of Library and Information Services (State Library of Florida). All disposition of real property and equipment shall be in accordance with applicable state law and regulations.

Materials, furniture and equipment purchased with local funds or grants procured by the municipality or county, whether funds of a municipality, non-profit entity, or the county, shall remain the property of the participating library for which they were purchased. Disposition of the real property shall be the responsibility of the owning entity.

A terminating library will be able to purchase a copy of its MARC (Machine Readable Catalog) records in its current format at the time of termination for a fee covering the cost of extraction. If the terminating library requests its records to be expunged from the Cooperative database, it will be done at the terminating library's expense, with vendor approval from the Governing Board.

If the terminating library requests to continue using the Cooperative database and automation software, it will be reviewed by the Cooperative Governing Board and done at the terminating library's expense.

In the event that the terminating library serves as the host library for the automation networking equipment and software, the Governing Board will approve another host city or site.

## **7. ADDITION OF NEW MEMBERS**

**NEW MEMBERS:** Any publicly owned and operated library within Polk County which is not a participating library may become a party to this Agreement and a member of the Polk County Library Cooperative upon the approval by a majority vote of the Governing Board and upon execution and delivery of a counterpart original of the Agreement (as then in force). The above and the following conditions

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must be satisfied by new members prior to April 1<sup>st</sup> of a given calendar year: 1) Agree to provide library services to all Polk County residents free of charge, 2) Agree to provide services in accordance with the Cooperative's Long-Range Plan, 3) Agree to submit an Annual Library Budget to the Cooperative, 4) Agree to share materials/resources with other member libraries, 5) Agree to remain open a minimum of 40 hours per week, and 6) Agree to all other conditions as outlined in the Interlocal Agreement

Upon satisfaction of these conditions, the proposed new member (participating library) shall become a party to this Agreement and a member of the Polk County Library Cooperative effective the next October 1, subject to all the provisions and obligations, and entitled to all the privileges and rights of new members as delineated in the Bylaws of the Governing Board.

## **8. GOVERNING BODY**

The Governing Board of the Polk County Library Cooperative shall consist of one representative appointed by each participating municipality, and one administrator from County government appointed by the Board of County Commissioners. Each participating municipality and the County shall also designate at least one; but no more than two alternate representatives to act on its behalf during any absence. The Governing Board shall elect a chair, vice-chair, and secretary each to serve a two year term. The Governing Board shall appoint the Cooperative's single administrative head (Cooperative Coordinator), adopt By-laws, set policy for and manage operations of the Cooperative, including salaries of the Coordinator and other staff, develop with the Cooperative Coordinator and approve the Cooperative's budget and submit it to the Board of County Commissioners for review and transmittal to the State Library of Florida, review and develop new formulas for the disbursement of County funds, make decisions with the Cooperative Coordinator on the use of state funds, which will be centrally expended by the Cooperative for participating libraries for the benefit of residents of the combined service area; make decisions with the Cooperative Coordinator on the use of County funds including county Library MSTU and Impact Fee revenues which will be expended pursuant to the provisions and limitations set out in Polk County Ordinances creating the Library MSTU and levying the Library Impact Fee; conduct public meetings, (no less often than quarterly), enter into and sign contracts to benefit the Cooperative members, and appoint members of committees and advisory boards as required to accomplish specific activities.

## **9. COOPERATIVE COORDINATOR**

The Cooperative Coordinator shall be appointed by the Governing Board and shall have the following minimum qualifications: a Master's Degree in library/information science from a program accredited by the American Library Association, plus five years of successful, full-time, paid library experience in a public library. The Governing Board may establish any other qualifications for the Cooperative

*Passed by Library Cooperative Governing Board on March 13, 2024*

Coordinator and shall set positions, salary structure and benefits for the Coordinator and all direct staff of the Cooperative. The Cooperative Coordinator, under the supervision of the Governing Board, shall interview, select, supervise, and recommend discharge of staff for the office of the Cooperative in accordance with policies established by the Governing Board. All paid staff of the participating libraries shall remain employees of the governing board that operates each library and shall retain all rights, responsibilities and powers associated with employment of staff. In the event the Coordinator is an employee of a participating municipality the Coordinator's salary and other expenses of employment shall be reimbursed by the Cooperative.

### **10. DUTIES OF THE COOPERATIVE COORDINATOR**

Under the direction of the Governing Board, the duties of the Cooperative Coordinator shall include, but are not limited to:

- a. Maintaining information and submitting with approval of the Governing Board and on behalf of the Cooperative and participating libraries applications for available County, State and Federal library funds and filing reports required by the Florida Department of State, Division of Library and Information Services.
- b. Preparing and presenting to the Governing Board for approval the Cooperative's single Long Range Plan developed by the Governing Board and the Coordinator.
- c. Preparing and presenting to the Governing Board for approval the Cooperative's annual operating and capital budgets and Annual Plan of Service.
- d. Recommending and coordinating the implementation of library program opportunities for offering to the participating libraries.
- e. Recommending and developing, with the approval of the Governing Board cooperative projects as a method of cost reductions and improved efficiency.
- f. Planning for and developing centralized coordination, planning, technical services, and automation programs for participating libraries, as agreed to by the Governing Board.

### **11. LONG RANGE PLAN FOR LIBRARY SERVICES AND ANNUAL PLAN AND BUDGET**

In concert with the Governing Board, the Cooperative Coordinator shall coordinate the development and implementation of a Long Range Plan for the operation, maintenance, and development of the Cooperative and its participating libraries, to be adopted by the Governing Board and maintained through a yearly update.

The Governing Bodies of the participating libraries shall continue to fund their local libraries and are not required to make any payment to the Cooperative for participating in the Cooperative. All authority with respect to participating library



*Passed by Library Cooperative Governing Board on March 13, 2024*

funding of the Cooperative's Long Range Plan, the Annual Plan and any other library program or expenditure from participating library's governing body shall lie solely with the participating municipality. In order to qualify for the maximum amount of state aid, all expenditures made for participating libraries by the participating municipalities shall be made in accordance with the Cooperative's Long Range Plan and Annual Plan.

There shall be a single, combined annual Cooperative budget for library service in Polk County. The budget shall be developed with a Fiscal Year ending September 30 of each year. The Cooperative's budget shall reflect the annual plan approved by the Governing Board, shall be prepared by the Cooperative Coordinator, and shall take into account funds received, budgeted for and expended by participating libraries, and funds received from the County, State and Federal funds (except State construction grants), and all other revenues received to provide library service.

The budget shall be adopted by the Cooperative's Governing Board for submission to the Board of County Commissioners. Nothing contained herein shall require any participating municipality or Polk County on behalf of Polk County's Historical/Genealogical Library or Polk County's Law Library to appropriate any amount in excess of the Maintenance of Effort defined at Section 14, herein.

## **12. ACCEPTANCE OF GIFTS, GRANTS, FUNDS, OR BEQUESTS**

The Governing Board, on behalf of the Cooperative, shall have the authority to apply for or receive gifts, grants, funds, or bequests. All such monies, property or funds received by the Cooperative shall be the property of the Cooperative, subject to termination provisions set forth in this Agreement. All such monies, property or funds received by municipalities or non-profit entities for the benefit of an individual participating library shall remain the property of the participating library.

## **13. COOPERATIVE SYSTEM-WIDE AND CENTRALIZED ACTIVITIES**

An Annual Plan of Library Service for the Cooperative may offer system-wide and centralized activities, such as centralized purchasing, centralized periodical subscription service, centralized technical services, shared staff, and others to be funded by one or a combination of:

- a. The Cooperative's County funds including Library MSTU and Library Impact fees designated in the Annual Budget.
- b. The Cooperative's State funds designated in the Annual Budget.
- c. Agreed-to portions of the Cooperative's County funds programmed to be distributed to the participating libraries with the approval of the participating libraries' governing bodies of those libraries that choose to participate in any system-wide and/or centralized

*Passed by Library Cooperative Governing Board on March 13, 2024*

activity.

- d. Direct payment to the Cooperative by the governing bodies of participating libraries that choose to participate in any system-wide and/or centralized activity.

**14. APPROPRIATION FOR PARTICIPATING MUNICIPALITIES FUNDS:**

There is reserved to the participating municipalities the sole and exclusive discretion to determine the amount of annual appropriations from their own revenues and sources for the provision of library services. Participating libraries, including participating municipalities and the County, agree to a Maintenance of Effort which will maintain actual operating and maintenance expenditures for public library services, exclusive of short-term special funding, at that level of at least the lesser amount expended from the same purpose in either of the two fiscal years preceding the annual appropriation being considered, such that funds provided under this Agreement shall not be construed to be a substitute for city funds allocated for the support of public library services to the residents of the city or county. Participating municipalities who cannot meet this condition because of extenuating budget circumstances in a specific fiscal year may request a Maintenance of Effort Waiver for that specific fiscal year according to procedures established by the Cooperative's Governing Board and codified in the By-Laws adopted by the Governing Board.

**15. APPROPRIATION AND ALLOCATION OF POLK COUNTY FUNDS FOR PARTICIPATING LIBRARIES**

For the duration of this Agreement, County funds allocated for the support of the Cooperative shall be distributed among participating publicly owned and operated libraries according to the formulas found in Section 21 and Section 22.

- 1) Funding Formula – To the extent that it is demonstrated that the Cooperative’s library system benefits and is used by residents of the unincorporated area of Polk County, the County shall provide dedicated funding from Library MSTU dollars to the Cooperative as provided for in Section 21.
- 2) Distribution Formula – The County funds, including Library MSTU dollars, allocated for the support of the Cooperative shall be distributed among participating libraries in two payment installments by January 31 and April 15 pending necessary information is provided by cities according to the formula in Section 22 with an annual review.
- 3) All County funds shall be spent by the participating libraries in accordance with the Cooperative's Long Range Plan and Annual Plan of Service and pursuant to the provisions and limitations set out in Polk County Ordinances creating the Library MSTU and levying the Library Impact Fee

*Passed by Library Cooperative Governing Board on March 13, 2024*

- 4) State Aid to Libraries Grant funds and County Library Impact Fee dollars for capital projects required by growth shall be administered centrally and budgeted in accordance with the Long Range Plan and Annual Plan of Service and expended by the Cooperative on behalf of libraries services in Polk County.
- 5) The Cooperative Governing Board will expend any County funding provided for public library services in accordance with the Cooperative's long range plan and annual plan of service and the provisions and limitations set out in Polk County Ordinances creating the Library MSTU and levying the Library Impact Fee.

**16. STATISTICAL REPORTS**

Each month, by the 20<sup>th</sup> day, statistical reports in the format requested by the Coordinator shall be submitted by all participating libraries to the Cooperative Coordinator for the previous month. Notwithstanding the foregoing, the Coordinator shall have the authority to adjust the reporting frequency to periods which are more efficient and productive to the administration of the Cooperative.

**17. RESPONSIBILITY OF THE COOPERATIVE**

The Cooperative shall abide by the terms and provisions of laws of the State of Florida and the provisions of this Agreement and other applicable Federal, State, and or local laws, rules, and regulations.

**18. ADDITIONAL RESPONSIBILITIES OF PARTICIPATING GOVERNING BODIES**

Participating governing bodies shall abide by all State and Federal laws, and specifically those relating to the provision of library services. Participating governing bodies shall retain local autonomy and control over the operations and functions of its participating library, except where participating governing bodies have ceded authority to the Cooperative's governing body through this Agreement or amendments thereto.

**19. MODIFICATION OF AGREEMENT**

No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by the Cooperative's Governing Board and all parties hereto with the same formality and of equal dignity herewith.

**20. NOTICES**

All notices, demands or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party or the other, shall be deemed to have been fully given or made or sent when in writing and addressed to the City Manager of the participating municipalities and the County Manager for the Board of County Commissioners.

*Passed by Library Cooperative Governing Board on March 13, 2024*

## **21. FUNDING FORMULA**

The County has provided a dedicated funding source (Library MSTU) which assists in its commitment to more equitable funding in order to reach \$23.60 operational funding per capita as recommended by previous professional consultants hired by the County.

## **22. DISTRIBUTION FORMULA**

Each participating municipality shall be allocated a portion of all county dollars, including the Library MSTU, to the extent that it is demonstrated that the Cooperative's library system benefits and is used by residents of the unincorporated area of Polk County, based on this formula:

[10% of the municipality's current library budget (excluding capital as defined herein) + (remaining funds for distribution X its library's % of circulation (as compared to the entire Cooperative's circulation) for the most recent fiscal year)]  
Any publicly owned and operated library open at least 40 hours a week will receive at least \$25,000. The minimum funding level has the opportunity to be increased upon recommendation by the Governing Board and with a unanimous approval vote of the Governing board.

Shown another way the formula looks like this:

A = Total County Funds

B = 10% of municipality's current library budget (excluding capital as defined herein)

C = Sum of amount B for each location

D = A – C (remaining funds for distribution)

E = % of library's circulation (as compared to the entire Cooperative's cumulative Circulation for the most recent fiscal year)

Each municipality's allocation = B + (D\*E), with the provision that any library open at least 40 hours a week will receive at least \$25,000. The minimum funding level has the opportunity to be increased upon recommendation by the Governing Board and with a unanimous approval vote of the Governing board.

## **ENTIRE AGREEMENT**

This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid it shall be considered deleted therefrom, and shall not invalidate the remaining provisions.

*Passed by Library Cooperative Governing Board on March 13, 2024*

**POLK COUNTY BOARD OF  
COUNTY COMMISSIONERS**

**CITY OF:** \_\_\_\_\_

**Signed by:** \_\_\_\_\_

**Signed by:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

**Witness:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_

## ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of

this 30th day of April, 2024, by and between:

**Zambelli Fireworks Manufacturing Co.** of Warrendale, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

Town of Dundee (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a \_\_\_\_\_ minute fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of \_\_\_\_\_ signing \_\_\_\_\_ this \_\_\_\_\_ Contract.

**Display Date:** July 4, 2024                      **Postponement Date:** \_\_\_\_\_

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of \$ 15,000 (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due three (3) days prior to the Display Date. All credit card payments will be subject to a 3.9% surcharge. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 9 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28<sup>th</sup> through July 7<sup>th</sup>. This Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 9 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
- (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
  - (b) Zambelli will secure all Fireworks permits necessary for the Display as required, including but not limited to police, local, and state permits, and arrange for any security bonds or insurance as required by law. In addition, Zambelli will notify and obtain permission from the FAA to display fireworks. Client will assist Zambelli when appropriate in completing permit applications. Client shall be responsible for any Special Event permits required by City. It is the responsibility of the Client to contact the City's Special Events Department regarding their event.
  - (c) **If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.**
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police and monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, if applicable, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

8. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 12 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.
9. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
- (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.

- (c) If Client cancels the Display from five (5) days prior the Display to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
10. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.
  11. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
  12. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
  13. This contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Florida and the Federal District Court for the Southern District of Florida to decide all disputes regarding this Contract.
  14. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
  15. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
  16. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
  17. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
  18. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.



Item B.

- 19. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
- 20. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to 202 E Main Street, Dundee, FL 33838
- 21. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 22. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

**FOR Client:**

**FOR: Zambelli Fireworks Manufacturing Co.**

BY \_\_\_\_\_

BY \_\_\_\_\_

PRINT Tandra Davis

PRINT \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

Please sign contract where indicated for Client and return all copies for final acceptance to:

**Zambelli Fireworks Manufacturing Co.**  
**1060 Holland Drive, Suite J**  
**Boca Raton, FL 33487**  
 561-395-0955                      FAX 561-395-1799

# Zambelli

## FIREWORKS

Item B.

### Communication Sheet

Communications Sheet must be completed in its entirety each year.

***Our insurance carrier requires a newly completed form each year.***

A Zambelli Fireworks representative will use this sheet to contact you.

Customer Information		Show Information	
Customer Name	_____	Show Date	_____
Address	_____	Rain Date	_____
City, State, Zip	_____	Time of Show	_____
E-Mail	_____		
Firing Site Location		Storage Site Location	
Description	_____	Description	_____
Site contact Name	_____	Site Contact Name	_____
Phone Number	_____	Phone Number	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Main Contact		A/P Billing Contact	
Name	_____	Name	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Home Phone Number	_____	Home Phone Number	_____
Fax Number	_____	Fax Number	_____
Office Number (& ext.)	_____	Office Number (& ext.)	_____
Cell Number	_____	Cell Number	_____
E-Mail	_____	E-Mail	_____
Alternate Contact		Show Day Contact	
Name	_____	Name	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Home Phone Number	_____	Home Phone Number	_____
Fax Number	_____	Fax Number	_____
Office Number (& ext.)	_____	Office Number (& ext.)	_____
Cell Number	_____	Cell Number	_____
E-Mail	_____	E-Mail	_____

SAFE SHOWS ARE A RESULT OF PROPER PLANNING!

1060 Holland Drive – Suite J  
 Boca Raton, FL 33487  
 (561) 395-0955  
 www.zambellifireworks.com



Item B.

### Required Insurance Requisition Form

Customer Name

Address

City

State

Zip

Display Date

Rain Date

Location of Display

City

State

Zip

Name all Additional Insured

Multiple horizontal lines for listing additional insured parties.

Name & Address of Display Site Property Owner

Horizontal lines for property owner information.

Certificate to be issued to:

Address

City

State

Zip

Title

Phone

**\* This form must be returned with your signed contract for the insurance certificate to be processed. Our insurance company requires that we have this form in addition to the signed contract prior to the certificate being issued.**

1060 Holland Drive – Suite J  
Boca Raton, FL 33487  
(561) 395-0955  
www.zambellifireworks.com

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

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

## WATER SUPPLY ALLOCATION AGREEMENT

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

### RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***[Remainder of page intentionally left blank]***

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

**ATTEST:**

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

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

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

Approved as to form and correctness:

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

STATE OF FLORIDA  
COUNTY OF POLK

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

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

My Commission expires:

\_\_\_\_\_  
Notary Public in and for the State of Florida at Large



**OWNER**

WOODLAND RANCH ESTATES, LLC,  
A Florida limited liability company

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

Its:    Managing Member   

Date:   4/22/24  

[CORPORATE SEAL]

[Signature]

↑ Witness signature ↑

Print witness name: Sean O'Connor

[Signature]

↑ Witness signature ↑

Print witness name: Brent Elliott

STATE OF FLORIDA  
COUNTY OF Polk

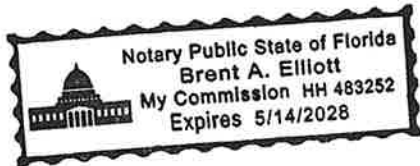
Before me, by means of  physical presence or  online notarization, the undersigned authority, this day personally appeared Harold R. Baxter, as Managing Member of Woodland Ranch Estates, a LLC,  to me well known and known to me to be the individual described in and/or  produced \_\_\_\_\_ as identification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

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

My Commission expires:

5/14/28

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



**COMPOSITE EXHIBIT "B"**

WUP TRANSFERRED TO TOWN

**EXHIBIT B**

Oct. 2, 2023

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

Dear Ms. Davis:

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

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

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

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

Withdrawal Point ID:	Permitted Quantity:
• DID No.1	10,200 gallons/day (annual avg)
Total:	10,200 gallons/day (annual avg)

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

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


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

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



---

Authorized Signature



---

Date

April 7, 2023

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

Dear Ms. Davis:

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

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

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

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

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

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

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

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

Wind Meadows South 2, LLC  
Permittee/Owner

  
\_\_\_\_\_  
Authorized Signature

2/12/24  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

WUP 7053

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

Average 3-Highest Years	72,857
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90% of actual use      65,571

April 7, 2023

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

Dear Ms. Davis:

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

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

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

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

Withdrawal Point ID: Permitted Quantity:

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

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

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



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

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

  
\_\_\_\_\_  
Authorized Signature

2/12/24  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

WUP 4377

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

<b>Average 3-Highest Years</b>	<b>136,612</b>
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90% of actual use      122,951

**COMPOSITE EXHIBIT "C"**

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



EXHIBIT C

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

CONCURRENCY DEVELOPER'S AGREEMENT

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

FACTUAL RECITALS

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

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

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

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

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

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

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

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

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

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

SCANNER'S MEMO:

Legibility of writing, typing, or printing  
unsatisfactory in this document when received.

CERTIFICATION ON LAST PAGE: [Signature]  
STACY M. BUTTERFIELD, Clerk of the Circuit Court  
Legality of writing, typing, or printing  
unsatisfactory in this document when received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.1 Town Obligations.**

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

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

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



## 4.2 Developer Obligations.

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

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

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

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

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

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

## **SECTION 5. DEVELOPER'S ACKNOWLEDGMENT OF RISK.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 13. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 16. TERMINATION AND REMEDIES.**

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

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

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

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

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

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

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

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

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

(b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime

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

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



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

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

*The rest of this page left intentionally blank; signatures follow*

Executed by the parties on the date shown adjacent thereto:

**Developer:**

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

By: [Signature]  
Harold R. Baxter, Managing

Member

[Signature]  
Witness Brent Elliott

[Signature]  
Witness KAREN E. RETCHE

2-12-24  
Date

STATE OF FLORIDA  
COUNTY OF Polk


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

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




*Town of Dundee:*

TOWN OF DUNDEE

By:   
Tandra Davis, Town Manager

ATTEST:

  
Trevor Douthat, Town Clerk

APPROVED AS TO FORM:  
  
Frederick J. Murphy, Jr., Town Attorney

# EXHIBIT A

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

**RESOLUTION NO. 22-51**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lorraine Peterson, Development Director

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

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

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

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

Lorraine Peterson, Development Director

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

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

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

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



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

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

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

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

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

**TOWN OF DUNDEE**



\_\_\_\_\_  
Mayor – Sam Pennant

ATTEST:



\_\_\_\_\_  
Interim Town Clerk – Trevor Douthat

Approved as to form:



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

Lorraine Peterson, Development Director

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

Resolution 22-51  
Woodland Ranch Estates Phases I&II  
Certified Subdivision Plan (CSP)  
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**RESOLUTION 22-51 EXHIBIT A  
LOCATION MAP**



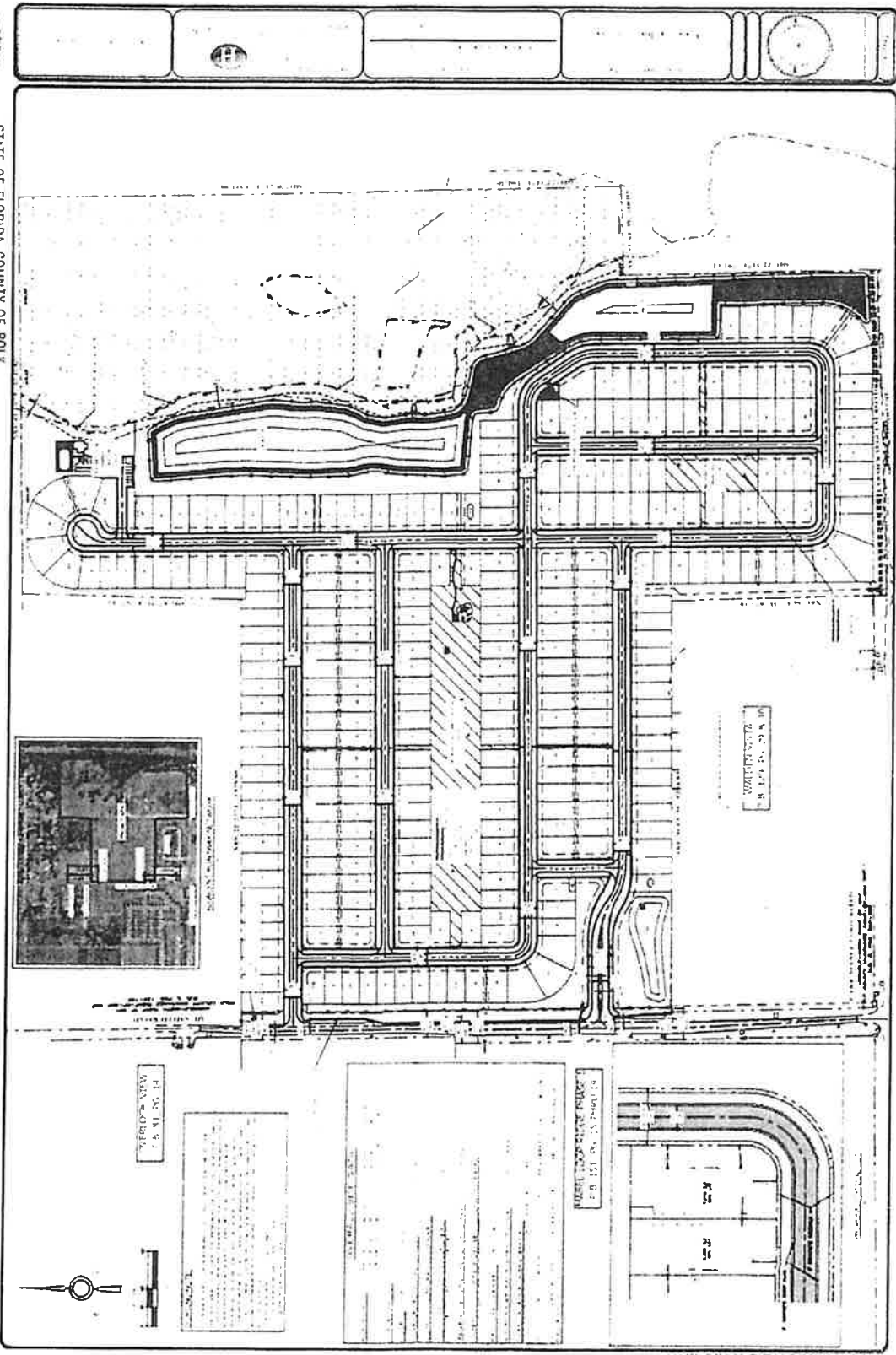
Lorraine Peterson, Development Director

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



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

STATE OF FLORIDA, COUNTY OF POLK  
This is to certify that the foregoing is a true and correct copy of the document now of record in this office. Witness my hand and Official Seal on \_\_\_\_\_  
This copy has been reviewed and if required by law, redacted.  
By: *Stacy R. Butterfield*  
STACY R. BUTTERFIELD, CLERK, CIRCUIT COURT  
D.C.



INSTR # 2024039470  
BK 13012 Pgs 349-382 PG(s) 34  
RECORDED 02/28/2024 09:48:40 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$290.50  
RECORDED BY karecox

**CONCURRENCY DEVELOPER'S AGREEMENT**

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

**FACTUAL RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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CLERK OF THE CIRCUIT COURT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.1 Town Obligations.**

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

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

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

**4.2 Developer Obligations.**

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

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

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

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

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

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

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

**SECTION 5. DEVELOPER’S ACKNOWLEDGMENT OF RISK.**

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

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

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

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

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

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

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

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

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

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

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CLERK OF THE CIRCUIT COURT

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

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

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

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

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

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

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

**SECTION 13. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 16. TERMINATION AND REMEDIES.**

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

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

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

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

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STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT

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

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

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

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



(d) ***E-Verify***. By entering into the Agreement(s), DEVELOPER becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the DEVELOPER and any subcontractor hired by the DEVELOPER. If the DEVELOPER enters into a contract with a subcontractor, the subcontractor must provide the DEVELOPER with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Agreement(s), or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) Calendar Days after the date of termination. If the Agreement(s) are terminated for a violation of the statute by the DEVELOPER, the DEVELOPER may not be awarded a public contract for a period of one (1) year after the date of termination.

(e) ***No Consideration of Social, Political, and Ideological Interests***. DEVELOPER acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective vendor and/or contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. DEVELOPER affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the DEVELOPER'S social, political, or ideological interests in negotiating, awarding, and/or entering into the Agreement(s).

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

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

***The rest of this page left intentionally blank; signatures follow***

Executed by the parties on the date shown adjacent thereto:

**Developer:**

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

By: [Signature]  
Harold R. Baxter, Managing

Member

[Signature]  
Witness Brent Elliott

[Signature]  
Witness HAREN E. RITCHIE

2-12-24  
Date

**STATE OF FLORIDA**  
**COUNTY OF Polk**

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

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



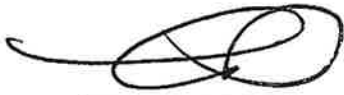
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STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT

*Town of Dundee:*

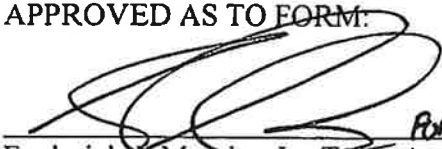
TOWN OF DUNDEE

By:   
Tandra Davis, Town Manager

ATTEST:

  
Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

 FR  
Frederick J. Murphy, Jr., Town Attorney

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CLERK OF THE CIRCUIT COURT

# EXHIBIT A

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CLERK OF THE CIRCUIT COURT

Resolution 23-26  
Woodland Ranch Estates Phase III CSP

**RESOLUTION NO. 23-26R**

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

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

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

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

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

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

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

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

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CLERK OF THE CIRCUIT COURT

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

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

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

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

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

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

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

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

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

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

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

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

Resolution 23-26  
Woodland Ranch Estates Phase III CSP

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

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

**WHEREAS**, pursuant to Section 54-9 of the Code and Section(s) 6.01.07.03, 6.01.08 and 6.01.10 of the LDC, the Subdivision constitutes a *development built in phases* and a developer's agreement is a condition of approval for the CSP; and

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

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

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

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for the passage of this Resolution.
2. The Woodland Ranch Estates Phase III Certified Subdivision Plan (the "CSP") is attached hereto as **Exhibit "B"** and incorporated herein by reference. The Woodland Ranch Estates Phase III Subdivision (the "Subdivision") is located on the west side of H.L. Smith Rd., north of Lake Mabel Loop Rd., south of Lake Marie Dr., and west of Lake Trask Rd. further described as parcel 272826-000000-023020. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning of Moderate Density Single-Family Residential (RSF-3).
3. The Property is depicted by the location map which is attached hereto as **Exhibit "A"** and incorporated herein by reference.
4. The Town Commission of the Town of Dundee having reviewed the CSP and having been otherwise fully advised in the premises hereby conditionally approves the CSP for construction of utility systems and other required infrastructure in accordance with Section 54-9 of the Town of Dundee Code of Ordinances and Section(s) 6.01.07.03, 6.01.08 6.01.10 and 7.01.07 of the Town

Resolution 23-26  
Woodland Ranch Estates Phase III CSP

of Dundee Land Development Code ("LDC") and the conditions set forth in this Resolution which includes, but shall not be limited to, the following:

- a. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this Resolution, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.
  - b. Pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the "Code") and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP in order to provide, at a minimum, as follows: (1) detail the Town's inability to currently provide allocable water capacity for the Subdivision; (2) detail the necessary expansion of the Town's water treatment facilities to serve the Subdivision; and (3) detail the terms and conditions under which the Town will provide potable water utility service for the Subdivision.
  - c. Pursuant to Section 7.01.07 of the LDC and applicable provisions of the Code and LDC, all of the technical review comments which may be provided by the Town and/or Town's consultants related to the Town's review of the CSP and/or review and inspection of the Subdivision shall be satisfied and accepted by the Town and/or Town's consultants. The technical review comments may include, but shall not be limited to, any comment(s) which may be provided by Town staff, the Town's surveying consultant(s), and the Town's engineering consultant(s) related to the CSP and/or the improvements constructed as part of the Subdivision.
5. In the event the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the construction of the required infrastructure systems and/or improvements for the Subdivision shall also be complete and accepted by the Town prior to Final Subdivision Plat approval.
  6. In the event the construction of the required infrastructure systems and/or improvements for the Subdivision are not complete and accepted by the Town, Final Subdivision Plat approval for the Subdivision shall be conditioned upon the following: (a) a developer's agreement or development agreement shall be approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (b) when approved by the Town, the applicant shall provide the Town with *adequate performance security* and *adequate defect security* pursuant to the terms and provisions of a developer's agreement or development agreement.

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

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STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT



Resolution 23-26  
Woodland Ranch Estates Phase III CSP

- (a) *Adequate performance security* shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat or final site development plan approval, as certified in writing by the engineer of record, subject to the approval by the Town's planning staff and the Town Engineer. No more than fifty percent (50%) of the value of the total required improvements for each phase of the Development shall be considered for bonding and/or letter of credit given hereunder. Subject to the terms of the applicable agreement, the performance security shall be released by the Town when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and accepted. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a duration of twenty-four (24) months; and
- (b) *Adequate defect security* shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer's agreement or development agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable agreement.
7. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions related to entering into a Developer's Agreement with the Applicant and/or Applicant's authorized designee with regard to the terms and conditions set forth by this Resolution and the Town's conditional approval of the Woodland Ranch Estates Phase III Certified Subdivision Plan.
8. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all

Resolution 23-26  
Woodland Ranch Estates Phase III CSP

remaining provisions or portions of this Resolution shall remain in full force and effect.

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

10. This Resolution shall take effect immediately upon passage.

**INTRODUCED AND PASSED** by the Town Commission of the Town of Dundee, Florida, this 10th day of September, 2023.

**TOWN OF DUNDEE**



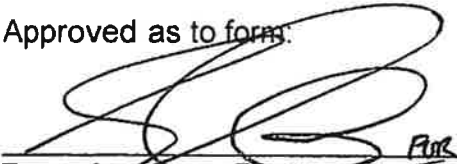
Mayor – Sam Pennant

ATTEST:



Town Clerk – Trevor Douthat

Approved as to form:

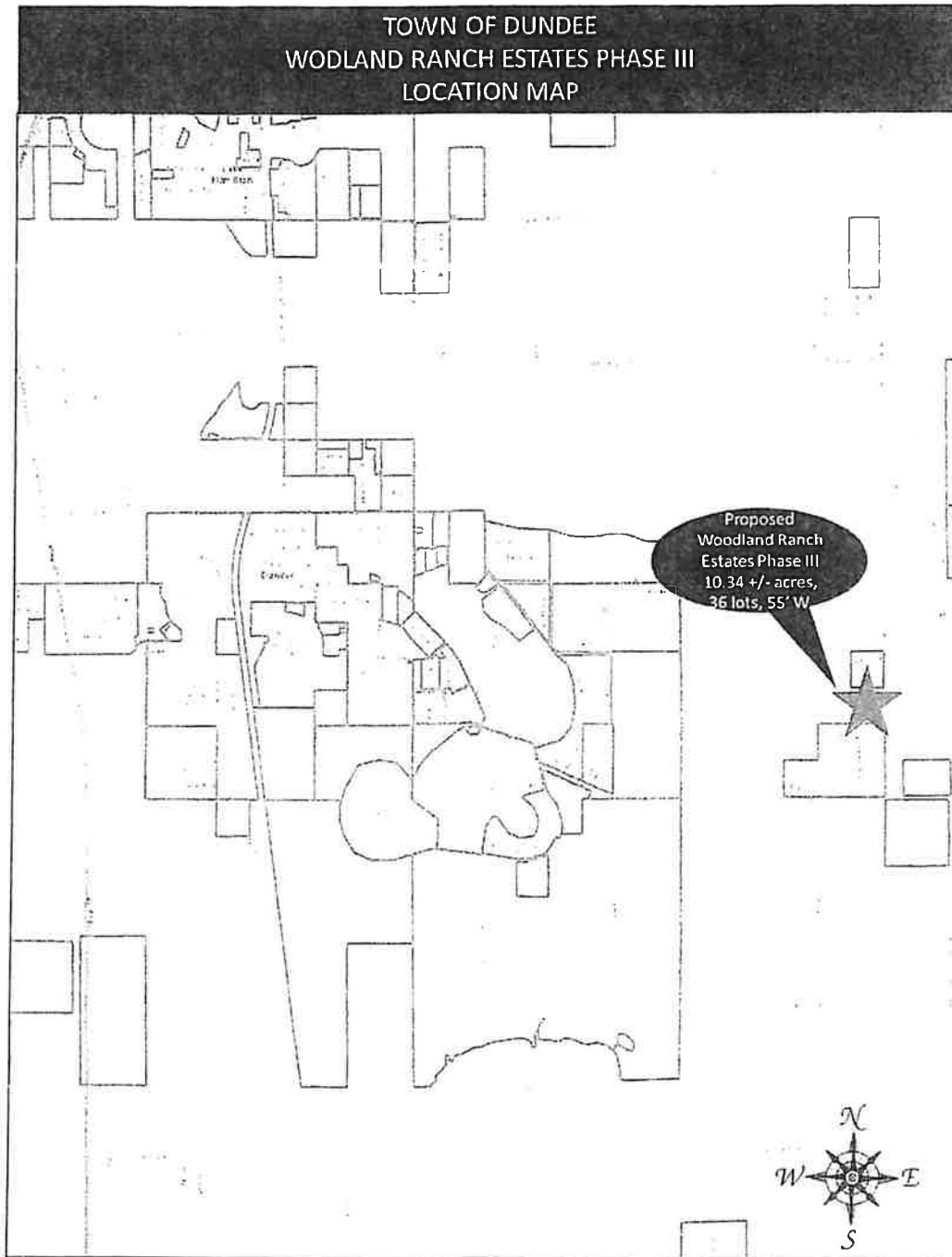


Town Attorney – Frederick J. Murphy, Jr.

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CLERK OF THE CIRCUIT COURT

Resolution 23-26  
Woodland Ranch Estates Phase III CSP

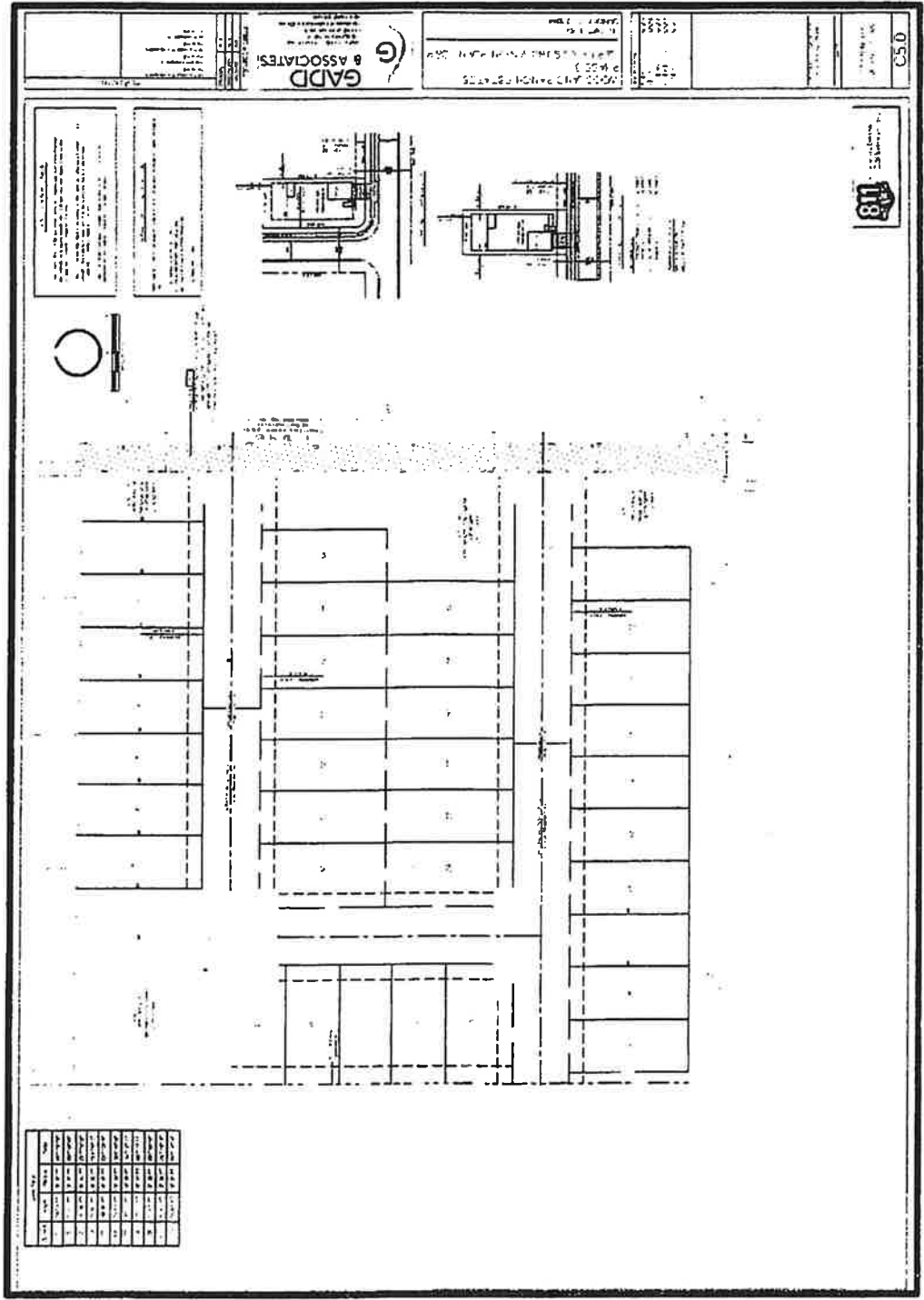
**RESOLUTION 23-26 EXHIBIT A  
LOCATION MAP**



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CLERK OF THE CIRCUIT COURT

Resolution 23-26  
Woodland Ranch Estates Phase III (CSP)

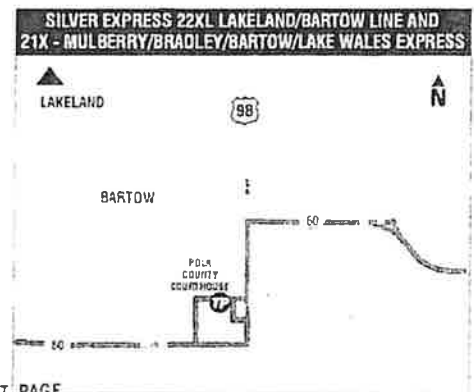
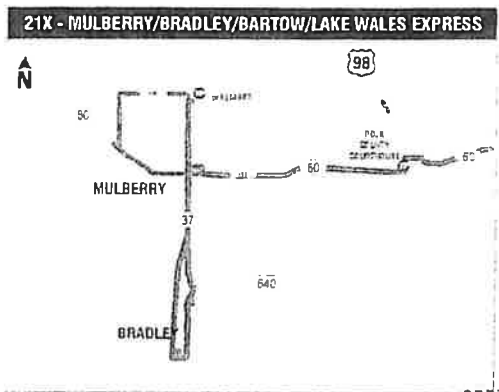
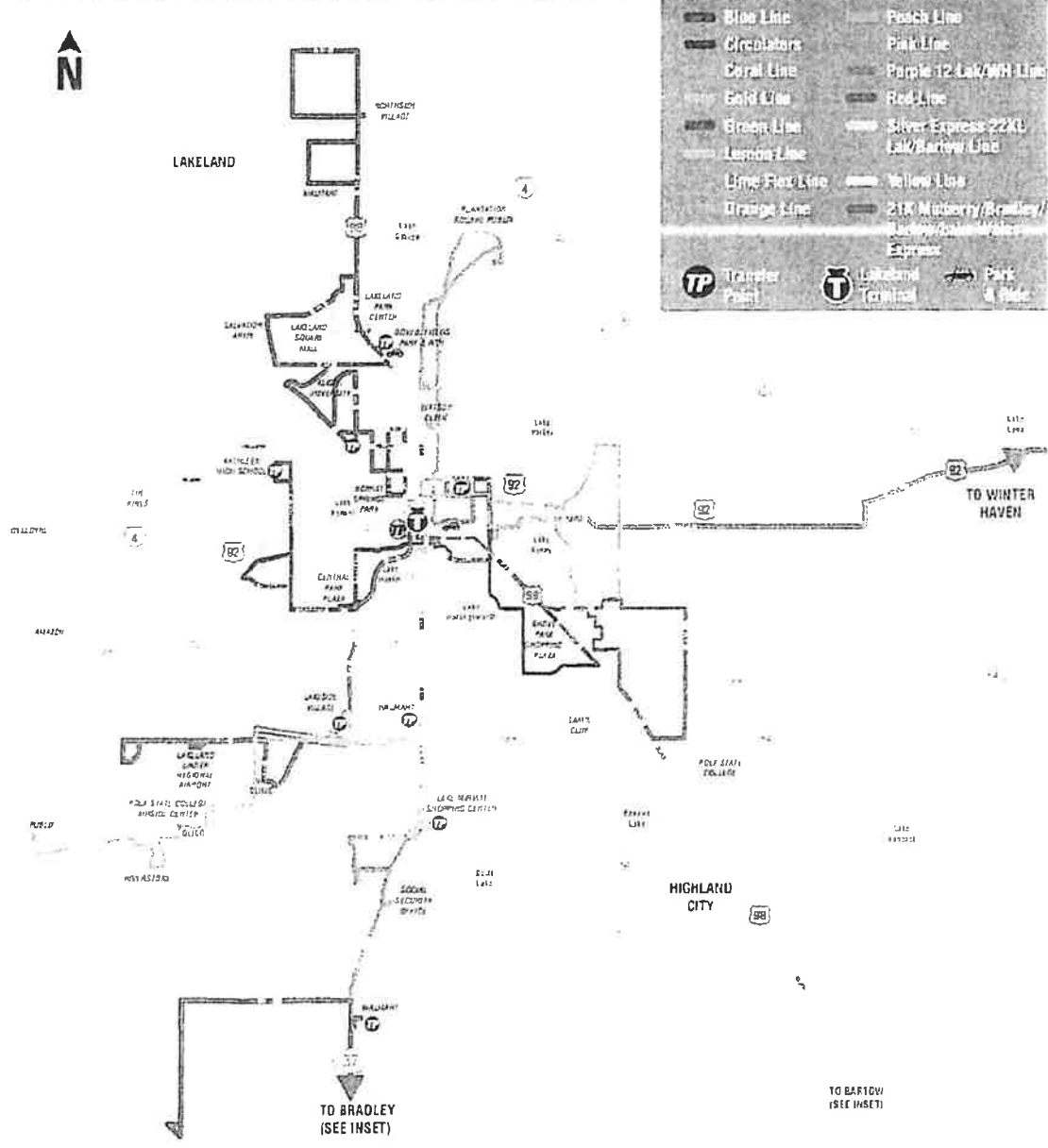
**RESOLUTION 23-26 EXHIBIT B  
CERTIFIED SUBDIVISION PLAN**



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STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT

# WEST COUNTY ROUTES

**WEEKDAYS  
OCTOBER  
2022**



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 STACY M. BUTTERFIELD  
 CLERK OF THE CIRCUIT COURT

# EXHIBIT C

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

**RESOLUTION NO. 22-51**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lorraine Peterson, Development Director

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



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

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

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

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

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

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


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

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

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


**TOWN OF DUNDEE**




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Mayor – Sam Pennant


ATTEST:




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Interim Town Clerk – Trevor Douthat

Approved as to form:




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Town Attorney - Frederick J. Murphy, Jr.

Lorraine Peterson, Development Director

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

Resolution 22-51  
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Certified Subdivision Plan (CSP)  
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### RESOLUTION 22-51 EXHIBIT A LOCATION MAP



Lorraine Peterson, Development Director

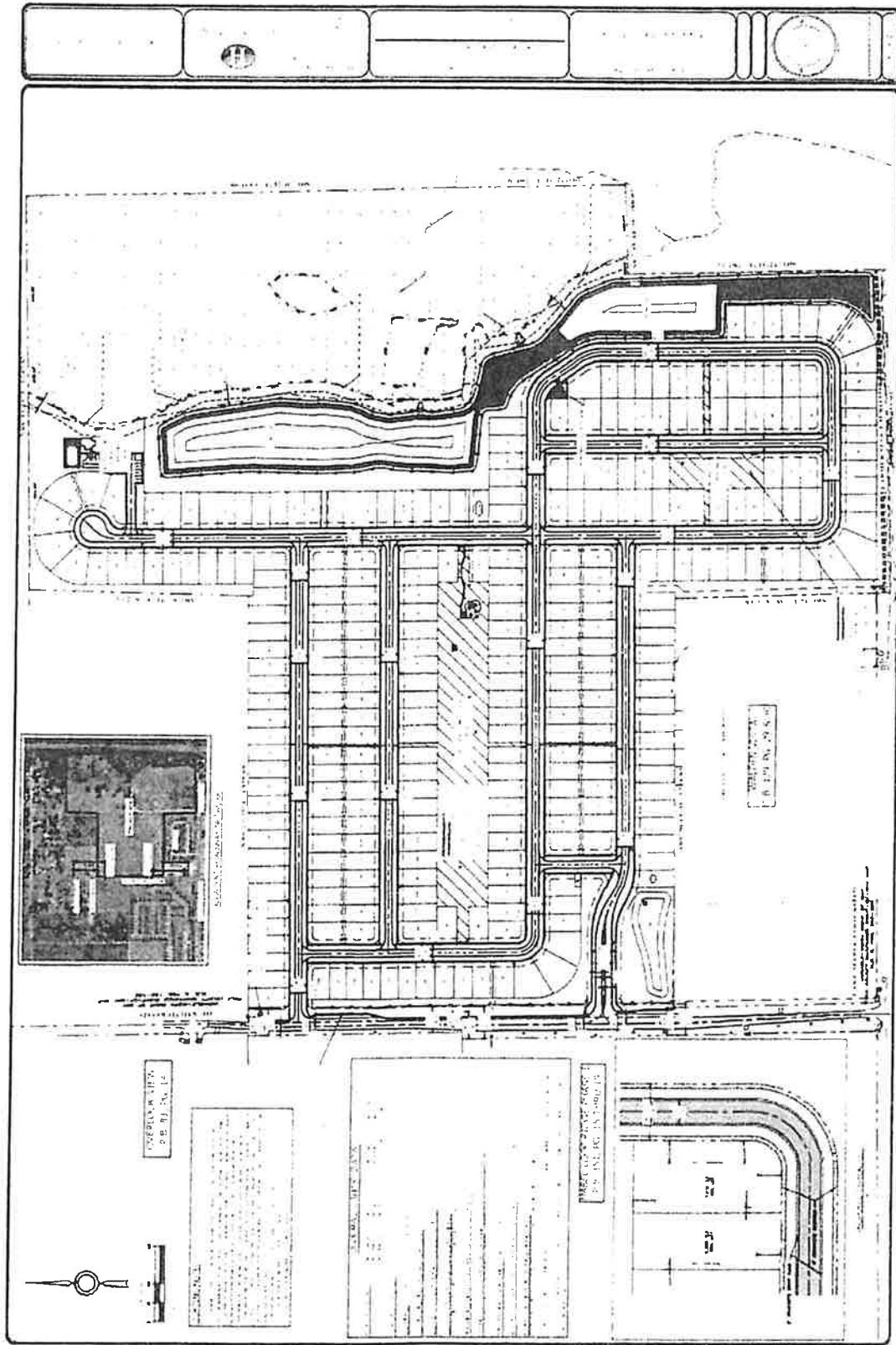
CERTIFICATION ON LAST PAGE  
STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT



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

STATE OF FLORIDA, COUNTY OF POLK  
This is to certify that the foregoing is a true  
and correct copy of the document now of  
record in this office. Witness my hand and  
Official Seal on this 27th day of August, 2022.

This copy has been reviewed, and if required by  
law, redacted.  
BY: *Stacy M. Hart-Reggio*  
STACY M. HART-REGGIO, CLERK CIRCUIT COURT  
D.C.



**DEVELOPER’S AGREEMENT**

May **THIS DEVELOPER’S AGREEMENT** (“Agreement”) is made this 6<sup>th</sup> day of May, 2024 by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the “Town”), and TBHG, LLC, an active Florida limited liability company, whose address is 200 F St. South, Haines City, Florida 33844 (the “Developer”).

**FACTUAL RECITALS**

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

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

**WHEREAS**, the Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number(s): 272828-846000-000010, which totals approximately 13.09 acres (the “Property”); and

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

**WHEREAS**, the Shores of Lake Dell Subdivision development (the “Development”) which is located within the municipal boundaries of the Town is proposed to be developed on the Property; and

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

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

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

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

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

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

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

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

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

**WHEREAS**, on November 8, 2022, at a duly notice public meeting of the Town of Dundee Town Commission, the Town Commission passed and approved Town of Dundee Resolution No. 22-52 (the "Resolution") conditionally approving the Certified Subdivision Plan (the "CSP") for the Development; and

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

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

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

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

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

**WHEREAS**, the Well has been issued a water use permit granted by the Southwest Florida Water Management District ("SWFWMD"), Water Use Permit No. 42.005 (the "Developer WUP"); and

**WHEREAS**, the Well provides irrigation water for agricultural uses on 13.0 acres of real property which includes, but is not limited to, the Property; and

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

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



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

**WHEREAS**, on November 8, 2022, the Town of Dundee Town Commission and Developer agreed that, as a condition precedent to its entering into this Agreement, Developer and its successors and permitted assigns indemnify and hold harmless the Town, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Developer's construction of dry-lines, the Town's inability to provide allocable water capacity for the Development, and any subject covered by this Agreement; and

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

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

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

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

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

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

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

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

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

**SECTION 1. RECITALS.** The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the Town Commission of the

Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and Developer.

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

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

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

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

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

3.4 “*Developer*” means TBHG, LLC, an active Florida limited liability company authorized to transact business in the State of Florida, and any and all of the successors and permitted assigns of TBHG, LLC.

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

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

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

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

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

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

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

3.12 “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which the Certified Subdivision Plan for the *Shores of Lake Dell Subdivision* and Resolution No. 22-52 were approved by the Town Commission at a duly noticed public meeting.

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

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

**4.1 Town Obligations.**

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

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

4.1.3 The Town, upon entering into a separate Allocation Agreement with the Developer and receiving a credit or increase to the Public Supply Water Use Permit (No. 20005893.012) (the “Town WUP”) from SWFWMD arising out of the transfer of the Well and/or the Developer’s Water Use Permit (No. 42.005 ) (the “Developer WUP”), shall allocate and assign any increase or credit to the Town’s WUP will be allocated to the Development on a pro-rata basis.

**4.2 Developer Obligations.**

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

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

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

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

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

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

#### **SECTION 5. DEVELOPER'S ACKNOWLEDGMENT OF RISK.**

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

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

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

intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

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

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

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

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

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

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

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

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

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

DEVELOPER: TGHG, LLC  
3100 Cypress Gardens Rd  
Winter Haven FL 33884

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

Tula Hoff  
135 IV 6th St.  
Haines City FL 33844

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

**SECTION 13. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**SECTION 16. TERMINATION AND REMEDIES.**

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

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

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

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

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

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

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

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

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

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

***The rest of this page left intentionally blank; signatures follow***

Executed by the parties on the date shown adjacent thereto:

**Developer:**

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

By: [Signature]  
\_\_\_\_\_, Managing Member

[Signature]  
Witness

[Signature]  
Witness

5/6/2024  
Date

**STATE OF FLORIDA  
COUNTY OF Polk**

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



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

*Town of Dundee:*

TOWN OF DUNDEE

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

ATTEST:

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

APPROVED AS TO FORM:

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

# EXHIBIT A

Resolution 22-52  
Shores of Lake Dell Certified Subdivision Plan (CSP)  
Page 1

Item B.

## RESOLUTION NO. 22-52

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

**WHEREAS**, the proposed Shores of Lake Dell Subdivision (the "Subdivision") is to occur on approximately 13.09 +/- acres which are located at the northeast corner of the intersection of Bay Street and Lemon Avenue (0 Old Highway 542, Dundee), in Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Number 272828-846000-000010, (collectively referred to as the "Property"); and

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

**WHEREAS**, on November 08, 2022, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code ("LDC"), JSK Consulting, INC (the "Applicant") submitted a Certified Subdivision Plan (the "CSP") for the Subdivision; and

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

**WHEREAS**, on August 19, 2021, at a duly notice public meeting of the Town Commission of the Town of Dundee, the Town Commission approved a credit for 7.43 +/- acres of privately owned recreation space for the Subdivision; and

**WHEREAS**, the CSP includes 41 single-family lots and 7.43 +/- acres of recreational land to be owned and maintained by a Home Owner's Association; and

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

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

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

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

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

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

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

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

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

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

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for this Resolution.
2. The Shores of Lake Dell Certified Subdivision Plan (the "CSP") is attached hereto as **Exhibit "B"** and incorporated herein by reference. The Crystal Lake Preserve Subdivision (the "Subdivision") is located at the northeast corner of the intersection of Bay Street and Lemon Avenue (0 Old Highway 542, Dundee), in Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Number 272828-846000-000010, (collectively referred to as the "Property").

3. The Property is depicted by the location map which is attached hereto as **Exhibit "A"** and incorporated herein by reference.
4. The Town Commission of the Town of Dundee having reviewed the CSP and having been otherwise fully advised in the premises hereby conditionally approves the CSP for construction of utility systems and other required infrastructure in accordance with Section 7.01.07 of the Town of Dundee Land Development Code and the conditions set forth in this Resolution, as follows:
  - a. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this Resolution, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.
  - b. Pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the "Code") and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP in order to provide, at a minimum, as follows: (1) detail the Town's inability to currently provide allocable water capacity for the Subdivision; (2) detail the necessary expansion of the Town's water treatment facilities to serve the Subdivision; and (3) detail the terms and conditions under which the Town will provide potable water utility service for the Subdivision.
  - c. Pursuant to Section 7.01.07 of the LDC and applicable provisions of the Code and LDC, the technical review comments which include but are not limited to, the comments included where as composite Exhibit C (the "Comments") provided by the Town's consultants related to the CSP and Subdivision shall be satisfied and accepted by the Town and/or Town's consultants.
  - d. Copies of the Comments are attached hereto as **Composite Exhibit "C"** and incorporated herein by reference.
  - e. Unless the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the CSP shall not be considered complete for the purpose of providing a basis upon which a final plat may be considered for approval by the Town Commission of the Town of Dundee.
5. In the event the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the construction of the required infrastructure systems and/or



improvements for the Subdivision shall also be complete and accepted by the Town prior to Final Subdivision Plat approval.

6. In the event the construction of the required infrastructure systems and/or improvements for the Subdivision are not complete and accepted by the Town, Final Subdivision Plat approval for the Subdivision shall be conditioned upon the following: (a) a developer's agreement or development agreement shall be approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (b) when approved by the Town, the applicant shall provide the Town with *adequate performance security* and *adequate defect security* pursuant to the terms and provisions of a developer's agreement or development agreement.

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

- (a) *Adequate performance security* shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat or final site development plan approval, as certified in writing by the engineer of record, subject to the approval by the Town's planning staff and the Town Engineer. No more than fifty percent (50%) of the value of the total required improvements for each phase of the Development shall be considered for bonding and/or letter of credit given hereunder. Subject to the terms of the applicable agreement, the performance security shall be released by the Town when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and accepted. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a duration of twenty-four (24) months; and
- (b) *Adequate defect security* shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer's agreement or development agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The

form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable agreement.

- 7. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions related to entering into a Developer's Agreement with the Applicant and/or Applicant's authorized designee with regard to the terms and conditions set forth by this Resolution and the Town's conditional approval of the Shores of lake Dell Certified Subdivision Plan.
- 8. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions or portions of this Resolution shall remain in full force and effect.
- 9. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.
- 10. This Resolution shall take effect immediately upon passage.

**INTRODUCED AND PASSED** by the Town Commission of the Town of Dundee, Florida, this 8th day of November, 2022.

**TOWN OF DUNDEE**


Mayor – Sam Pennant

ATTEST:

Town Clerk – Jenn Garcia

Approved as to form:

Resolution 22-52  
Shores of Lake Dell Certified Subdivision Plan (CSP)  
Page 6

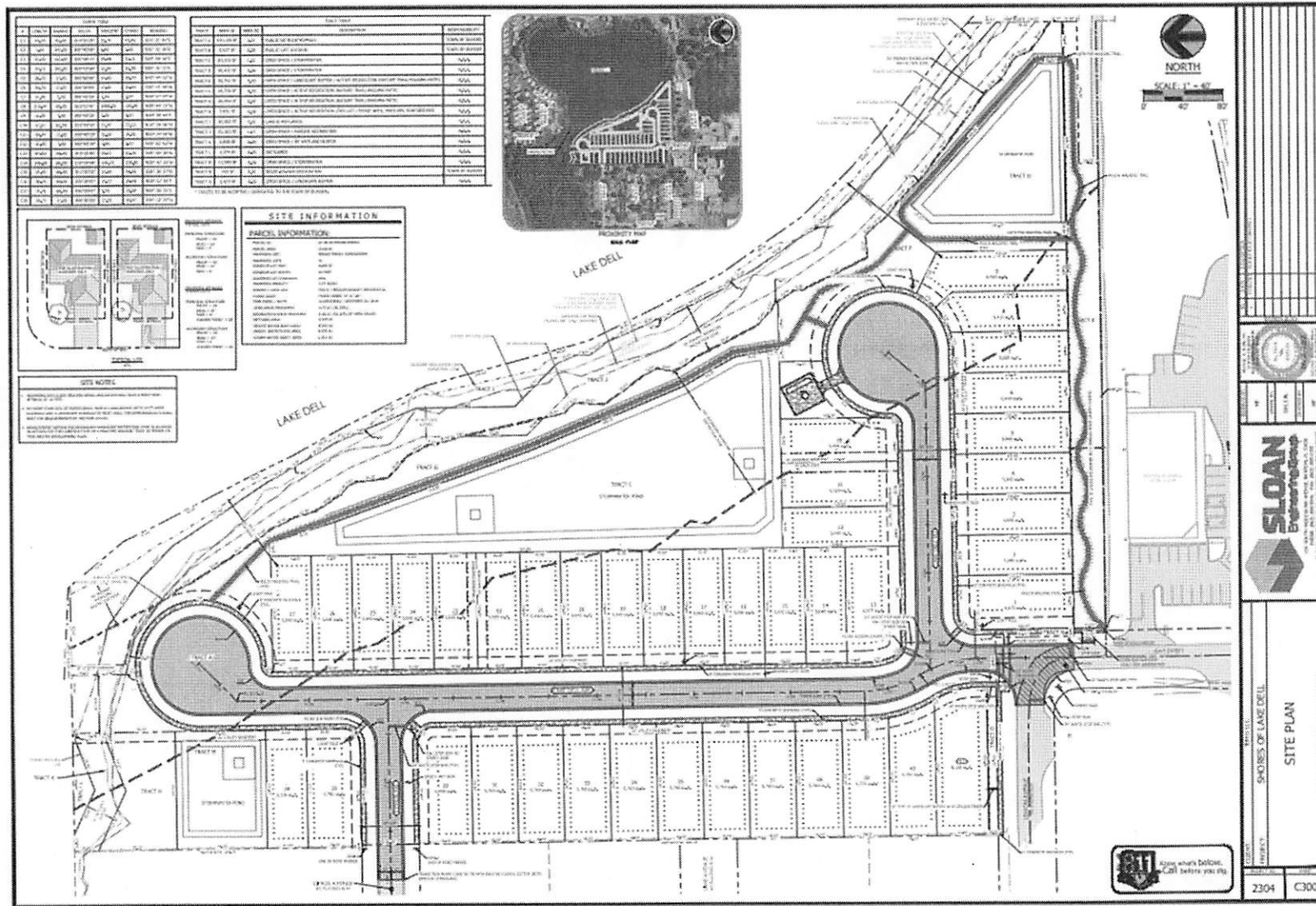


\_\_\_\_\_  
Town Attorney - Frederick J. Murphy, Jr.

### RESOLUTION 22-52 EXHIBIT A LOCATION MAP



**RESOLUTION 22-52 EXHIBIT B  
 CERTIFIED SUBDIVISION PLAN**



**RESOLUTION 22-52 EXHIBIT C**  
**ORDINANCE 21-19 EXHIBIT D**

**ORDINANCE NO. 21-19**  
**Page 8**

**Ordinance 21-19**  
**Exhibit "D"**  
**Shores of Lake Dell PUD Special Conditions**

1. The Master Development Plan includes potential impacts to the secondary shoreline protection zone. If at the time of subdivision plan review, the project includes impacts in the secondary shoreline protection zone, the applicant will complete a mitigation plan consistent with Section 5.04.06, which may include the enhancement of Lake Dell's shoreline.

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (hereafter the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (hereafter the “Effective Date”), by and between the **TOWN OF DUNDEE**, a Florida Municipal Corporation (hereafter referred to as the “Town” and “Lessor”), and **WINTER HAVEN ECONOMIC DEVELOPMENT COUNCIL, INC.**, a Florida Not-For-Profit Corporation (hereafter the “Lessee”), for the use and occupancy of the real property and structure(s) located at 310 E. Main Street, Dundee, FL 33838-4217.

### FACTUAL RECITALS

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

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

**WHEREAS**, Town is the fee simple owner of the land(s) located at 310 E. Main Street, Dundee, FL 33838-4217 and identified by the Polk County Property Appraiser as Parcel Identification Number 272828-836000-015060 which totals approximately .34 +/- acres (the “Property”); and

**WHEREAS**, Town was conveyed fee simple ownership of the Developer Property by virtue of that certain Special Warranty Deed (the “Deed”) dated November 8, 2019, and recorded in Official Records Book 11043, Page(s) 1340-1342, public records of Polk County, Florida

**WHEREAS**, a copy of the Deed and legal description are attached hereto as **Exhibit “A”** and made a part hereof by reference; and

**WHEREAS**, Lessor owns, manages, and operates the Property which is located within the municipal boundaries of the Town of Dundee, State of Florida; and

**WHEREAS**, Pursuant the Florida Department of State, Division of Corporations, Detail by Entity Name (the “Entity Details”), Lessee is registered as a Florida Not-For-Profit corporation; and

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

**WHEREAS**, on March 26, 2024, at a duly noticed public meeting of the Town Commission of the Town of Dundee, Florida (the “Town Commission”), the Winter Haven Economic Development Council provided a PowerPoint presentation (the

“Presentation”) to the Town Commission regarding the Launch East Polk Program which included, but was not limited to, small business incubator service(s); and

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

**WHEREAS**, on March 26, 2024, the Town Commission, at a duly noticed public meeting, the Town Commission authorized the Town to take all necessary further action(s) in order to participate in the Launch East Polk Program which included, but was not limited to, negotiating and preparing a lease agreement for the Property; and

**WHEREAS**, pursuant to the express terms and provisions set forth in this Agreement, Lessee desires to rent, operate, and maintain the Property for sole purpose of operating the Launch East Polk Program which includes, but is not limited to, providing small business incubator service(s); and

**WHEREAS**, pursuant to the express terms and provisions set forth in this Agreement, Town desires to rent the Property for sole purpose of operating the Launch East Polk Program which includes, but is not limited to, providing small business incubator service(s); and

**WHEREAS**, Lessee acknowledges that the Property has been inspected, and the Property, in its current condition, is suitable and/or fit for the use(s) and/or purposes set forth herein; and

**WHEREAS**, Lessee acknowledges and agrees that the Town has not made any affirmative statement and/or representation, express or implied, as related to the current condition of the Property; and

**WHEREAS**, Lessee and its successors, successors-in-interest, and permitted assigns agree to indemnify and hold the Town, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys’ fees and costs) related to and/or arising out of this Agreement and the use/occupancy of the Property; and

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

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

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



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

**WHEREAS**, Lessee and Town acknowledge the sufficiency of the consideration received for entering into this Agreement; and

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

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

1. Factual Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the 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 Lessee.

2. Purpose.

The purpose of this Agreement is to acknowledge and memorialize that, as of the Effective Date of this Agreement, Lessor shall lease the Property to Lessee for sole purpose of operating the Launch East Polk Program (see **Exhibit “C”**) which includes, but is not limited to, providing small business incubator service(s); and, as of the Effective Date of this Agreement, the respective rights and obligations of the Lessor, Lessee, and/or any successors, successors-in-interest, and permitted assigns to the Lessor and Lessee related to and/or arising out of the use and occupancy of the Property shall be established by this Agreement.

3. The Property.

The Lessor owns the parcel of real property and structure(s) (collectively the “Leased Property”) which are the subject of this Agreement and specifically identified and depicted in that certain Special Warranty Deed (the “Deed”) and Chamber Aerial which are attached hereto as **Exhibit “A”** and incorporated herein by reference.

4. Entry and Inspection.

At any reasonable time, Lessor may enter the leased Property through a designated agent and conduct an inspection to determine if Lessee is in compliance with the terms and conditions of this Agreement.

5. Term of Agreement.

The Term of this Agreement, shall be for three (3) years, commencing upon the Effective Date (the "Initial Term"). Upon commencement, the Lessee shall have access to the Leased Premises. Upon expiration of the Initial Term, the Agreement may be renewed subject to renegotiation of terms for up to two (2) years. renewal periods.

6. Rent and Additional Rent.

As compensation for the rights, interests, and privileges granted to Lessee by this Agreement, the Lessee shall deliver rent payment(s) (the "Rent") in the amount of Ten Dollars and zero cents (\$10.00) per month, which shall be paid in advance each month or may also be prepaid in advance annually at the discretion of the Lessee, during the Term of this Agreement to the Lessor on or before the 5<sup>th</sup> day of the month plus any applicable sales and/or other taxes, assessments and/or similar charges, cost, expense, or similar fee(s) which the Lessor, pursuant to the terms and provisions of this Agreement and/or applicable Florida law, may be assessed, charged, and/or required to pay (hereafter the "Additional Rent"), which may include, but shall not be limited to, the following:

(a) Alterations and Improvements. At its sole cost and expense, Lessee shall design, permit, and construct any alteration(s) or improvement(s) on and/or for the Property (see **Exhibit "A"**). Prior to altering and/or constructing improvements on and/or for the Property, the Lessee shall deliver to the Lessor a description and drawing of the proposed alteration(s) and/or improvement(s) and obtain the Lessor's written approval, which shall not be unreasonably withheld, to proceed with the proposed alteration(s) and/or improvement(s). A substantially complete list of currently planned alterations and improvements to be undertaken by tenant upon execution of lease is included as **Exhibit "D"**. The Lessee's failure to permit and construct any alteration(s) and/or improvement(s) in compliance with the terms and provisions of this Agreement and applicable Florida law shall be a material breach of this Agreement.

(b) Maintenance and Repair. Pursuant to the terms and provisions of this Agreement, Lessee shall maintain the Leased Property in the same condition as existed on the Effective Date of this Agreement; and, in the event Lessee constructs any alteration(s) and/or improvement(s) on or to the Leased Property, Lessee shall maintain same unless otherwise agreed to in writing by both the Lessee and Lessor. Notwithstanding the aforementioned, Landlord shall maintain and perform necessary repair(s) for the electrical, sewer, abutting sidewalks, and HVAC (heating, ventilation, and air conditioning) system(s) and equipment. The Lessee and Lessor shall use commercially reasonable efforts to maintain and repair the Leased Property.

(c) Lessee shall take precautions against fire, vandalism, burglary, and trespass to the property which includes, but shall not be limited to, installing security system(s) and maintaining adequate insurance coverage(s) in accordance with the terms and conditions set forth herein.

(d) Except for events of casualty, which are identified in any applicable policy of insurance provided for by the Lessee, Lessor shall be responsible for any major repair and/or replacement of the roof for the primary structure which is located on the Property. For purposes of this Subparagraph, the phrase *major repair and/or replacement* shall mean any repair and/or replacement which exceeds 50% of the total replacement cost(s).

(e) Lessee's maintenance and repair obligation(s) shall include, but are not limited to, any such items considered routine maintenance, janitorial services, painting, decorating, electrical (light bulbs and similar), plumbing, carpentry, masonry and other routine maintenance and repairs as are necessary and/or reasonably appropriate based on the type of use(s) and activities conducted on the Property and normal wear and tear of the property.

(f) In the event the Lessee fails to maintain and/or repair the Property, the Lessor may, at its option, pay for the maintenance and repair of the Property and collect from the Lessee any such amount(s) disbursed as Additional Rent.

For purposes of this Agreement, as related to the timely payment of Rent and Additional Rent, Lessee acknowledges that **"time is of the essence."** All Rent and Additional Rent shall be payable to the Lessor on a month-to-month basis. All Rent and Additional Rent shall be delivered to the Lessor either in-person or by United States Certified Mail, Return Receipt, at the address set forth in Section 13 of this Agreement. Rent shall be paid in advance, which means the first payment of the Rent shall be due on the Effective Date, and all subsequent Rent and/or Additional Rent shall be due and payable on or before the 5<sup>th</sup> of each month thereafter. In the event Additional Rent becomes due and payable to the Lessor, any monies and/or amount(s) received by the Lessor shall be first applied to and/or for the payment of Additional Rent.

#### 7. Lessee Services.

The Lessee operates the Launch East Polk Program (see **Exhibit "C"**) which includes, but is not limited to, providing small business incubator service(s). For purposes of this Agreement, Lessee Services shall not include any activity(ies) involving the sale of a product, and/or the marketing, advertising or promoting of any item or service which is not regularly made available or offered by the Lessee in the normal course of Lessee's business operation(s).

#### 8. Hours of Operation.

The hours for which the Lessee uses the Property shall be consistent with the normal operating hours of the Lessee Services, and consistent with those of similar business incubators. In the event the Lessee desires to use the Property during time(s) which are not consistent with the Lessee Services, the Lessee shall first obtain the Lessor's prior written approval. Prior to taking possession of the Property, Lessee shall

provide Lessor with a proposed operations schedule which shall include, but not be limited to, days and hours of operation(s).

9. Repairs, Alterations, and Maintenance.

Lessee acknowledges that it has inspected the Property, and the Lessee finds same suitable and/or fit for its intended use(s). The Lessee shall be responsible for any and all alteration(s), maintenance, and repair(s) on and/or for the Property.

Lessee shall maintain the Property in a clean, neat and orderly condition, and Lessee shall dispose of all trash in containers as designated by the Town of Dundee. The Lessor reserves the right to enter onto and inspect the Property in order to ensure compliance with the terms and provisions of this Agreement.

Lessee shall obtain the Lessor's written approval prior to making any changes, alterations, or additions to the Property or structures and/or infrastructure that may be located thereon; and, upon the expiration and/or termination of this Agreement, any changes, alterations, additions and improvements on and/or to the Property shall be owned by the Lessor and remain with the Property.

10. Insurance, Indemnification.

(I) Insurance. The Lessee shall procure insurance on and/or for its use of the Property, as follows:

A. General Liability Insurance.

Lessee shall, at its own expense, procure and maintain upon the effective date of this Agreement and throughout the term of this Agreement, with insurers acceptable to the Town, Commercial General Liability Insurance insuring Lessee and Lessor against liability arising from Lessee's use or occupancy of the Property and Lessee operations necessary or incidental thereto. Except as otherwise agreed in writing by the Town, the insurance shall be provided on a form no more restrictive than the Standard Commercial General Liability Form (ISO FORM CG 0001) without any restrictive endorsements, and the Town shall be included as an "Additional Insured" on a form no more restrictive than Form CG 20 10, Additional Insured – Owner's Lessees, or Contractors (Form B). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operation Aggregate
\$2,000,000	Personal and Advertising Injury
\$2,000,000	Each Occurrence

B. Worker's Compensation Insurance.

Lessee shall, at its own expense, procure and maintain upon the effective date of this Agreement and throughout the term of this Agreement, with insurers acceptable to the Town, a Worker's 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 Worker Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal and State law. 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

C. Property Insurance.

Lessee and the Town shall each be responsible for maintaining their own property insurance. Regardless of whether Lessee purchases property insurance or not, Lessee hereby expressly waives and releases any cause of action or right of recovery which Lessee may have hereafter against the Town for any loss arising out of loss or damage to Lessee property on, about, or a part of, the Town's property and the Property whether covered by insurance or not.

D. Evidence of Insurance.

Lessee shall provide the Town an appropriate Certificate of Insurance, which includes thirty (30) days written notice of cancellation to the Town for all coverage and verifies inclusion of the Town as an "Additional Insured" in the General Liability coverage. Until such insurance is no longer required by this Agreement, Lessee 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.

Nothing herein shall be construed to act as a waiver of the Town's sovereign immunity or limits of liability set forth in section 768.28, Florida Statutes (2023) regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

(II) Indemnification. To the fullest extent permitted by law, and in consideration of the amount(s) stated herein, Lessee shall indemnify and hold harmless the Lessor and its elected officials, officers, agents, 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 Lessee and other persons employed, utilized, and/or permitted invitees of the Lessee in the performance of this Agreement.

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

(a) 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 this Agreement and any project, task or work performed hereunder;

(b) 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

(c) 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 Lessee, any person or organization directly or indirectly employed by Lessee, 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 and any 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 Lessee in the performance of this Agreement and any project, task or work performed 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 Lessee 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 Lessee or any other person or organization.

#### 11. Assignment.

The Lessee shall not assign this Agreement or any interest therein; or sublease the Property or any portion thereof without the Lessor’s prior written consent which shall not be unreasonably withheld.

#### 12. Default and Termination.

Notwithstanding the terms and provisions of this Agreement for the payment of Rent and Additional Rent, the Lessor agrees that should the Lessee breach this

Agreement or be in default of any of terms, covenants and/or conditions contained therein, prior to the Lessor claiming any right to relief as a result of said breach and/or default, the Lessor shall give the Lessee written notice which identifies the specific breach and/or default. Upon receipt of such written notice, the Lessee shall have five (5) days within which to commence to cure the breach and/or default or such additional time to cure as may be approved by the Lessor so long as the Lessee is making a good faith effort to cure such breach and/or default as determined solely by the Lessor.

In the event that the Lessee is not able to cure any such breach and/or default of this Agreement following the expiration of the cure period, including any and all extensions thereof, the non-breaching party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the party in breach and/or default.

This Agreement may be terminated by either party without cause upon providing the non-terminating party with sixty (60) days written notice.

13. Compliance with Laws.

In performing under this Agreement, the Lessee shall comply with all federal, state, and local laws, rules, regulations, ordinances, and written policies of the Town of Dundee. The requirements of this section shall include, but not be limited to, any and all requirements regarding maintenance of the Property in a clean and litter free manner. The Lessee's failure to comply with the requirements of this Section shall result in immediate suspension and/or termination of the Agreement. The determination as to whether to suspend or terminate the Agreement shall be made in the sole discretion of the Lessor.

14. Notices.

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, with postage and registration fees prepaid or by overnight courier:

1. If to the Lessor: Town of Dundee  
Attention: Town Manager  
P.O. Box 1000  
Dundee, Florida 33838
- With copies to: *(shall not constitute notice)*  
Frederick J. Murphy, Jr., Esquire  
Town Attorney  
Boswell & Dunlap LLP  
Post Office Drawer 30  
Bartow, FL 33831-0030
2. If to Lessee: Winter Haven EDC  
Bruce Lyon, President

150 3<sup>rd</sup> St SW  
Suite 206  
Winter Haven, FL 33880

With Copies to: *(shall not constitute notice)*  
Mark Turner, Esquire  
Straughn & Turner, PA  
255 Magnolia Ave SW  
Winter Haven, FL

For purposes of this section, any notice(s) delivered by the Lessor shall be deemed to have been received by the Lessee on the date sent; and, any notice(s) delivered by the Lessee shall be deemed to have been received on the date of receipt as shown on the Return Receipt.

15. Lessor’s Limit of Liability.

Notwithstanding any other provision of this Agreement, no part of this Agreement or any interpretation thereof shall be deemed: (1) a waiver of the LESSOR’s sovereign immunity under applicable Florida law, and (2) to create any obligation or liability of LESSOR for the acts, omissions or negligence of the LESSEE, and (3) a waiver of any available defense by LESSOR or a waiver of any limit on its liability, including without limitation, limits under Section 768.28, Florida Statutes (2023), whether the claim is brought under contract, tort, negligence, equity or any other legal cause of action, and 4) to create any obligation of LESSOR, contrary to applicable Florida law or administrative regulation, including without limitation, provisions regarding public records and open government. These provisions shall survive the termination, cancellation and/or expiration of this Lease.

16. No Effect on Code Violations; No Contract Zoning.

This Agreement shall not be interpreted to condone, authorize or permit any violation of the Code of Ordinances of the Town of Dundee and/or applicable Florida law. Further, this Agreement shall not be construed as the Town’s authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

17. Construction.

The Lessor and Lessee acknowledge that this Agreement has been fairly negotiated by each party’s respective legal counsel and at arm’s length; and, as such, this Agreement shall be interpreted in accordance with the terms contained herein.

18. Calculation of Time Periods.

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.

19. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising hereunder shall be exclusively in the state courts in and for Polk County, Florida.

20. Attorneys' Fees.

In the event either the Lessor or the Lessee brings an action against the other to interpret and/or enforce this Agreement 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.

21. 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 Lessor and Lessee 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.

22. Section Headings.

The headings in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

23. Gender Neutral.

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

24. Representations and Warranties.

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

25. Modification.

This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by both the Lessor and Lessee and approved by Lessor's governing body. Moreover, no oral modifications will be effective or binding on either the Lessor or Lessee regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification.

26. Force Majeure.

In the event either the Lessor and/or Lessee shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, failure of power, pandemics, riots, insurrection, war, acts of God, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

27. Authority.

Both the Lessor and Lessee represent to the 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.

28. Waiver.

The failure of a party to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with the written consent of each party. Any such waiver by the parties in one instance shall not constitute a waiver of any subsequent similar condition, circumstance or default, unless specifically stated in the written consent.

29. Exhibits.

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

30. Duty to Cooperate and Act in Good Faith.

The Lessor and Lessee acknowledge and agree that it is in their best interests and the best interests of the public that the Property be operated and managed in accordance with the terms, covenants and conditions contained herein; and both the

Lessor and Lessee shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

31. Entire Agreement.

The Lessor and Lessee agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral.

***[The rest of this page left intentionally blank; signatures follow]***

**IN WITNESS WHEREOF**, the parties have hereunder set their hands and seals on the date first written above.

**TOWN OF DUNDEE, FLORIDA**

By:

\_\_\_\_\_  
Tandra Davis, Town Manager

ATTEST:

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

APPROVED AS TO FORM:

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

Signed, Sealed and Delivered  
In the Presence of  
WITNESSES:

**Winter Haven Economic Development Council, Inc  
Florida Not For Profit Corporation**

By:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
[Name and Title]

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

\_\_\_\_\_  
Witness Signature

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

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

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

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

EXHIBIT A

Item B.



INSTR # 2019243698  
BK 11043 Pgs 1340-1342 PG(s) 3  
RECORDED 11/15/2019 04:34:39 PM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
DEED DOC #0.70  
RECORDING FEES \$27.00  
RECORDED BY kaylrui

Prepared by and return to:  
Frederick J. Murphy, Jr.  
Attorney at Law  
BOSWELL & DUNLAP LLP  
245 South Central Avenue  
Bartow, FL 33830  
863-533-7117  
Office Box

Parcel Identification No. 270828836000015060

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 8 day of November, 2019, between Dundee Area Chamber of Commerce, Inc., a Florida corporation, f/k/a Dundee Chamber of Commerce, Inc., having an address at 310 East Main Street, Dundee, Florida 33838 (hereinafter called the "Grantor"), and the Town of Dundee, Florida, a municipal corporation organized and existing under the laws of the State of Florida, having an address at 202 East Main Street, Dundee, Florida 33838 (hereinafter called the "Grantee").

(Whenever used herein the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Polk County, Florida, to wit: See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO:

1. Taxes and assessments for the year 2020 and subsequent years.
2. Plat of DUNDEE, as recorded in Plat Book 1, at Page 86, of the Public Records of Polk County, Florida.
3. Existing zoning, restrictions, prohibitions and other similar requirements imposed by governmental authority.

TOGETHER with all the tenements, hereditaments and appurtenances thereof belonging or in otherwise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through and under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, Sealed and Delivered  
in the presence of:

DUNDEE AREA CHAMBER OF  
COMMERCE, INC., a Florida  
corporation, f/k/a DUNDEE CHAMBER  
OF COMMERCE, INC.

Melissa Glogowski  
Print Name: Melissa Glogowski  
Brian B. Luth  
Print Name: Brian B. Luth

By: [Signature]  
Dan Pfeffer, acting President

STATE OF FLORIDA)

COUNTY OF POLK )

The foregoing instrument was acknowledged before me this 8 day of November, 2019, by Dan Pfeffer, acting President of Dundee Area Chamber of Commerce, Inc., a Florida Not-For-Profit corporation, f/k/a Dundee Chamber of Commerce, Inc., who is personally known to me or who has produced DL as identification and who did take an oath.

Melissa Glogowski  
Notary Public

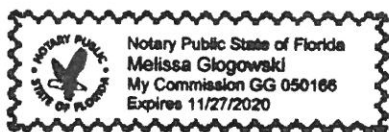


EXHIBIT "A"

LEGAL DESCRIPTION

Lots 6 and 7, Block 15, DUNDEE, according to the map or plat thereof as recorded in Plat Book 1, Page 86, Public Records of Polk County, Florida.



# Chamber Aerial

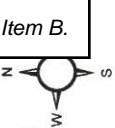


- Roads
- Waterbodies
- Municipal Boundaries
- Lots
- Lot and Block Text
- Dimensions\_ParcelFabric
- Dimensions\_Carto\_Dist
- Dimensions\_LabelText
- Misc Text
- + Railroads
- - Arrows
- Parcels
- Surrounding Counties
- PLSS Townships
- PLSS Sections
- PLSS Boundaries
- Gov't Lots
- Subdivisions
- E911 Site Address Points
- Conservation Easement
- HALFFOOT2023
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

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



Marsha M. Faux, CFA, ASA  
Property Appraiser  
Polk County, Florida



Item B.

April 10, 2024





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation

WINTER HAVEN ECONOMIC DEVELOPMENT COUNCIL, INC.

### Filing Information

**Document Number** N11000008215  
**FEI/EIN Number** 45-3154152  
**Date Filed** 08/30/2011  
**State** FL  
**Status** ACTIVE

### Principal Address

150 Third Street SW  
STE 206  
WINTER HAVEN, FL 33880

Changed: 01/27/2021

### Mailing Address

150 Third Street SW  
STE 206  
WINTER HAVEN, FL 33880

Changed: 01/27/2021

### Registered Agent Name & Address

Turner, Mark G  
255 Magnolia Avenue, SW  
WINTER HAVEN, FL 33880

Name Changed: 02/06/2019

Address Changed: 02/06/2019

### Officer/Director Detail

#### **Name & Address**

Title Director

Littleton, Greg  
150 Third Street SW  
STE 206  
WINTER HAVEN, FL 33880

Title Director

ELIAS, STEVEN  
150 Third Street SW  
STE 206  
WINTER HAVEN, FL 33880

Title Vice Chair

Falconetti, Angela Garcia  
150 Third Street SW  
STE 206  
WINTER HAVEN, FL 33880

Title Chair

Irby, Nicole  
150 Third Street SW  
STE 206  
WINTER HAVEN, FL 33880

Title Immediate Past Chairman

Turner, Mark  
150 Third Street SW  
STE 206  
WINTER HAVEN, FL 33880

Title Treasurer

Ashley, Kevin  
150 Third Street SW  
STE 206  
WINTER HAVEN, FL 33880

Title President

Lyon, Bruce  
150 Third Street SW  
STE 206  
WINTER HAVEN, FL 33880

Title Director

Labbe, Eric  
150 Third Street SW  
STE 206  
WINTER HAVEN, FL 33880

Title Director

Barnhart, Ann  
150 Third Street SW  
STE 206  
WINTER HAVEN, FL 33880

Title Secretary

Nikdel, Alex  
150 Third Street SW  
STE 206  
WINTER HAVEN, FL 33880

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	02/07/2022
2023	03/03/2023
2024	02/26/2024

**Document Images**

<a href="#">02/26/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/03/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/07/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/27/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/13/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/06/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/13/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/02/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/25/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/09/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/26/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/12/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/13/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/30/2011 -- Domestic Non-Profit</a>	<a href="#">View image in PDF format</a>





Cultivating Collaboration for Business Growth!

1

LAUNCH East Polk is a program designed to support entrepreneurs and to nurture small businesses throughout East Polk County. LAUNCH is providing specialty instruction, resources, local connections, referrals, and hopes to offer incubator/coworking space soon.

OUR PARTNERS:



2



Since late 2022:

- Supporting Thirty-Six (36) small businesses and entrepreneurs from Haines City, Dundee and Winter Haven on start-up, licensing, bookkeeping and marketing
- Participated and Presented in Twenty-Eight (28) BNI Business Referral Meetings to help build awareness of Launch East Polk
- Participated and Presented at Fifteen (15) Networking and Business Development events
- Organized/Conducted Ten (10) Facilitated business workshops on various small business topics

3



Opportunity:

Collaborate with Town Officials to explore the opportunity to re-purpose the former Chamber of Commerce building into an incubator space for small and start-up businesses in East Polk County




4






Incubator would include:

- Flex-office space for members
- Several private offices for lease
- Scheduled workshops and activities
- Meeting/Conference room
- Office equipment for tenant and member use
- WiFi
- Coffee and snacks in breakroom


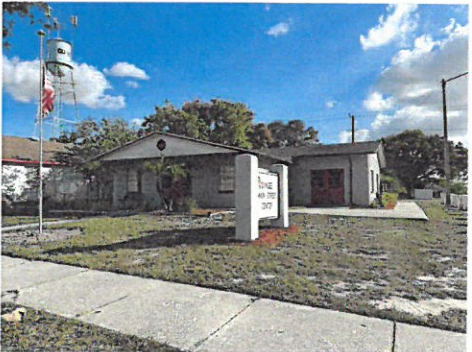


5



Propose to use ARP funds for approximately \$40,000 in needed renovations and \$10,000 in furniture and equipment

Electrical, Interior finishes, Restrooms, Kitchen, Office Equipment



6



Request authorization to work with the Town Manager to further explore the opportunity and refine any outstanding details



**LAUNCH**  
EAST POLK

7

# Exhibit D

## Building Renovation Plan

LAUNCH East Polk Dundee Building  
310 Main Street Dundee, 33838

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### PLANNED BUILDING IMPROVEMENTS:

(approximately \$50,000 in improvements)

- Restroom & office improvements
- Electrical work -adjustments/additions of electrical outlets and other work as needed Interior paint and new floor improvements
- Possible exterior paint
- Replacement of 3 windows
- Pressure wash the building and sidewalk
- New appliances
- New interior french door
- Other interior and exterior cosmetic work as needed



# CONTRACT AGREEMENT

Item B.

This Agreement made and entered into on Wednesday, January 31, 2024 by and between the Town of Dundee, a Florida municipal corporation hereinafter referred to as the 'City', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the City may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the City shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2024 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Town of Dundee for Stormwater Utility.
3. The term of this Agreement shall commence on January 1, 2024 or the date signed below, whichever is later, and shall run until December 31, 2024, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The City shall meet all relevant requirements of Section [197.3632](#) Florida Statutes.
5. The City shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2024 TRIM Notice, the City shall provide **proposed assessments no later than Friday, July 12, 2024**. The City's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The City shall certify to the Property Appraiser the City's annual installment and levy **no later than Friday, September 13, 2024**. The Property Appraiser shall, using the information provided by the City, place the City's non ad-valorem special assessments on properties within the district for inclusion on the 2024 tax roll.
7. The Property Appraiser shall be compensated by the City for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2024 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Friday, September 13, 2024** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the City, the Property Appraiser shall be compensated by the City for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The City shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the City or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The City shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:


\_\_\_\_\_  
City Representative

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Marsha M. Faux, CFA, ASA  
Polk County Property Appraiser  
By:



\_\_\_\_\_  
Marsha M. Faux, Property Appraiser

# CONTRACT AGREEMENT

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2. The parties herein agree that, for the 2024 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Town of Dundee for Fire Protection Services.
3. The term of this Agreement shall commence on January 1, 2024 or the date signed below, whichever is later, and shall run until December 31, 2024, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The City shall meet all relevant requirements of Section [197.3632](#) Florida Statutes.
5. The City shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2024 TRIM Notice, the City shall provide **proposed assessments no later than Friday, July 12, 2024**. The City's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The City shall certify to the Property Appraiser the City's annual installment and levy **no later than Friday, September 13, 2024**. The Property Appraiser shall, using the information provided by the City, place the City's non ad-valorem special assessments on properties within the district for inclusion on the 2024 tax roll.
7. The Property Appraiser shall be compensated by the City for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2024 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Friday, September 13, 2024** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the City, the Property Appraiser shall be compensated by the City for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The City shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the City or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The City shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

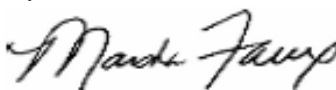
\_\_\_\_\_  
City Representative

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Marsha M. Faux, CFA, ASA  
Polk County Property Appraiser  
By:



\_\_\_\_\_  
Marsha M. Faux, Property Appraiser

# PROCLAMATION



**WHEREAS**, for generations, the freedom and security enjoyed by the citizens of the United States are direct results of the continued vigilance and service of the United States Armed Forces over the history of our great nation; and

**WHEREAS**, the sacrifices of those who served, those currently serving, and the family members that support them, have preserved the liberties that have enriched our great nation making it unique in the world community; and

**WHEREAS**, in 2004, the United States Congress passed a resolution proclaiming May as National Military Appreciation Month, encouraging all citizens to honor current and former members of the U.S. Armed Forces and their families, including those who made the ultimate sacrifice; and

**WHEREAS**, the month of May was selected for this display of patriotism because during this month we celebrate Victory in Europe (VE) Day, Military Spouse Day, Loyalty Day, Armed Forces Day, National Day of Prayer, and Memorial Day; and

**WHEREAS**, during Military Appreciation Month, we are reminded of the important role the United States Armed Forces have played in the history and development of our country and state, and our responsibility as Americans to support and honor the selfless service of our military families; and

**NOW, THEREFORE**, I, Sam Pennant, Mayor of the Town of Dundee, do hereby proclaim the month of May 2024 as

## Military Appreciation Month

in which the Town of Dundee recognizes our Dundee service members and veterans and remembers with deep gratitude the men and women who have given their lives in defense of our freedoms.

*IN WITNESS WHEREOF, I have hereunto set my hand caused the seal of the Town of Dundee, Florida to be affixed this 14<sup>TH</sup> day of May 2024.*

TOWN OF DUNDEE, FLORIDA

\_\_\_\_\_  
Sam Pennant, Mayor

Attest:

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

# PROCLAMATION



**WHEREAS**, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

**WHEREAS**, The Office of the Municipal Clerk is the oldest among public servants, and

**WHEREAS**, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels, and

**WHEREAS**, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

**WHEREAS**, The Municipal Clerk serves as the information center on functions of local government and community.

**WHEREAS**, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, country and international professional organizations.

**WHEREAS**, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

**NOW, THEREFORE**, I, Sam Pennant, as the Mayor of the Town of Dundee, do recognize the week of May 6, 2024, through May 10, 2024, as

## Municipal Clerks Week

*IN WITNESS WHEREOF*, I have hereunto set my hand caused the seal of the Town of Dundee, Florida to be affixed this 14<sup>TH</sup> day of May 2024.

TOWN OF DUNDEE, FLORIDA

\_\_\_\_\_  
Sam Pennant, Mayor

Attest:

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



# TOWN COMMISSION MEETING

## May 14, 2024 at 6:30 PM

**AGENDA ITEM TITLE:** SELECTION OF VICE MAYOR OF THE TOWN COMMISSION

**SUBJECT:** The Town Commission will consider the appointment of their elected membership to serve in the role of Vice Mayor for the 2023-2024 legislative year.

**STAFF ANALYSIS:** At the first regular Town Commission meeting in May, the Town Commission selects a Vice Mayor to serve an annual term. According to Section 3.05 of the Charter, the Vice Mayor shall act as Mayor during the absence or disability of the Mayor.

Commissioner Steve Glenn served as Vice Mayor from May 2023 to May 2024. His dedicated service will be recognized for serving in this capacity.

Previous Vice Mayors include:  
Commissioner Mary Richardson 2022-2023  
Commissioner Willie Quarles, 2021-2022  
Commissioner Bert Goddard, 2020 – 2021

**FISCAL IMPACT:** N/A

**STAFF RECOMMENDATION:** N/A

**ATTACHMENTS:** N/A





# TOWN COMMISSION MEETING

May 14, 2024 at 6:30 PM

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<b>AGENDA ITEM TITLE:</b>	COMMISSIONER APPOINTMENTS TO VARIOUS COMMITTEES
<b>SUBJECT</b>	The Town Commission will consider appointments to several committees and inter-governmental committees.
<b>STAFF ANALYSIS:</b>	The legislative assignments are considered annually. The following chart indicates the available committees.
<b>FISCAL IMPACT:</b>	N/A
<b>STAFF RECOMMENDATION:</b>	At the will of the Commission
<b>ATTACHMENTS:</b>	Commissioner Appointment to Committees Chart

## Town of Dundee

### Commissioner Appointments to Committees:

<u>Committee</u>	<u>Appointed Representative</u>	<u>Occurrence</u>
Camp Endeavor Liaison	Commissioner Goddard	Monthly
Dundee Elementary Academy - School Advisory Council (SAC)	Commissioner Glenn	Monthly (school year)
Dundee Ridge Middle School - School Advisory Council (SAC)	Commissioner Glenn	Quarterly
Polk County Transportation Planning Organization (TPO)	Vice Mayor Quarles	Bi-Monthly
Polk Transit Board of Directors	Vice Mayor Quarles	Varies
Ridge League of Cities Board of Directors	Mayor Pennant	Monthly
Ridge Scenic Highway Committee	Vice Mayor Quarles	Quarterly
US 27 East Ridge Advocacy Group	Mayor Pennant	Monthly
Polk County Water Co-Op Board of Directors	Commissioner Goddard	Monthly
Town of Dundee Library Liaison	Commissioner Richardson	Varies
Polk County Citizen Relation Advisory Committee	Mayor Pennant	Varies



# TOWN COMMISSION MEETING

May 14, 2024 at 6:30 PM

- 
- AGENDA ITEM TITLE:** ORDINANCE 23-10, TOWN OF DUNDEE TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN
- SUBJECT:** The Town Commission will hear the second reading of Ordinance 23-10 Dundee Water Supply Facilities Work Plan
- STAFF ANALYSIS:** The Town of Dundee’s 10-Year Water Supply Facilities Work Plan is developed to meet the requirements of the Florida Statutes (Chapter 163) and adopting the Work Plan into their Comprehensive Plan. This plan uses projected populations to determine potential impacts on future water demands.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval of the “Town of Dundee Ten-Year Water Supply Facilities Work Plan, September 2023
- ATTACHMENTS:** Ordinance 23-10  
Staff Report



**TOWN OF DUNDEE  
AGENDA ITEM: TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN,  
RELATED COMPREHENSIVE PLAN AMENDMENTS  
AND 5-YEAR CAPITAL IMPROVEMENTS PLAN  
STAFF REPORT**

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**TO:** Town Commission

**PREPARED BY:** Marisa M. Barmby, AICP  
Planning Manager, Central Florida Regional Planning Council

**AGENDA DATE:** May 14, 2024

**REQUESTED ACTION:** **ORDINANCE 23-10:** Consider Town-Initiated Text Amendment to the Town of Dundee Comprehensive Plan Related to the Updated Water Supply Plan

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**BACKGROUND:**

In 2005, the Florida Legislature made significant changes to Chapters 163 and 373, F.S., to strengthen the link between land use and water supply planning. Water supply requirements have been adopted that affect local comprehensive planning programs:

- Ensuring intergovernmental coordination with regional water supply authorities;
- Ensuring that the local government's future land use plan and development approvals are based upon the availability of adequate water supplies;
- Identifying and including selected “alternative” water supply projects in the comprehensive plan, consistent with Southwest Florida Water Management District’s Regional Water Supply Plan adopted December 2006 and updated in November 2020.

**SUMMARY:**

A Ten-Year Water Supply Facilities Work Plan has been prepared identifying existing water service providers and water supply facilities within the Wauchula Utility Service Area, identifying conservation practices, and future water needs based on projected population estimates.

Based on the Ten-Year Water Supply Facilities Work Plan, amendments to various elements of the City's Comprehensive Plan have been drafted and are included in the attachment.

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**PLANNING COMMISSION RECOMMENDATION:**

At their December 21, 2023 meeting, the Planning Commission voted to recommend approval to the Town Commission for a Town-initiated request for Comprehensive Plan amendments consistent with the Water Supply Plan.

**CITY COMMISSION FIRST READING:**

At their January 9, 2024 hearing, the City Commission voted to approve the town-initiated amendments and transmit them to the State for review.

**STATE REVIEW**

Florida Commerce issued a no comment letter on April 25, 2024. No comments were received from other State Agencies.

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**MOTION OPTIONS:**

1. I move **approval of Ordinance 23-10** for a Town-initiated request to amend the Comprehensive Plan consistent with the Water Supply Plan.
2. I move **approval of Ordinance 23-10 with changes** for a Town-initiated request to amend the Comprehensive Plan consistent with the Water Supply Plan.
3. I move **continuation to a date and time certain**.

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Attachments:

- Ordinance 23-10
- Ten-Year Water Supply Facilities Work Plan

**ORDINANCE 23-10**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE DUNDEE COMPREHENSIVE PLAN, REVISING THE INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND CAPITAL IMPROVEMENTS ELEMENTS BASED ON THE TOWN'S TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN INCORPORATED HEREIN; PROVIDING FOR TRANSMISSION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR REVIEW AND COMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Sections 163.3161 through 163.3215, Florida Statutes, the Community Planning 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**, Section 163.3177(6)(c), Florida Statutes, requires local governments, except where specifically exempted, to identify alternative water supply projects and traditional water supply projects and conservation and reuse necessary to meet the water needs within the local government's jurisdiction, and include a work plan, covering at least a 10-year planning period, for building public, private, and regional water supply facilities, including development of alternative water supplies, necessary to serve existing and new development; and

**WHEREAS**, the Town Commission of the Town of Dundee has determined that it would be in the best interest of the public health, safety and general welfare of the residents and non-residential water customers of the Town to amend the Comprehensive Plan consistent with the requirements of Section 163.3177(6)(c), Florida Statutes; and

**WHEREAS**, in exercise of its authority the Town Commission has determined it necessary to adopt amendments to the Town's Comprehensive Plan, which are attached hereto as **Exhibit "A"** and by this reference made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the laws of the State of Florida; and

**WHEREAS**, in exercise of its authority the Town Commission has determined that for the basis of adopting the said amendments in Exhibit "A," the Town shall adopt its Ten-Year Water Supply Facilities Work Plan, incorporated herein as **Exhibit "B"**, and by this reference made a part hereof, to be acknowledged as a technical support document to support amendments to the Dundee Comprehensive Plan; and

**WHEREAS**, pursuant to Section 163.3184, Florida Statutes, the Town Commission held public hearings on Ordinance 2023-12, with due public notice having been provided, to obtain

public comment, and considered all written and oral comments received during public hearings, including support documents.

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

**Section 1.** The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the Town Commission as the legislative findings and intent pertaining to this Ordinance.

**Section 2.** The Town of Dundee hereby amends the following Elements of its Comprehensive Plan: Infrastructure Element, Conservation Element; Intergovernmental Coordination Element; and Capital Improvements Element. Said amendments are set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof.

**Section 3.** The basis for adopting the said amendments is the Town of Dundee Ten-Year Water Supply Facilities Work Plan, incorporated herein as **Exhibit "B"**, which is attached hereto and by this reference made a part hereof, as a technical support document to support the amendments to the Dundee Comprehensive Plan.

**Section 4.** A certified copy of this enacting ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 5.** If any provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end the provisions of this Ordinance are hereby declared severable.

**Section 6.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 7.** It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Comprehensive Plan of the Town; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Comprehensive Plan is accomplished, sections of this Ordinance may be renumbered or relettered 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 designee, without need of public hearing, by filing a corrected or recodified copy of same with the Town Clerk.

**Section 8.** The effective date of these amendments, if the amendments are not timely challenged, shall be 31 days after the State Land Planning Agency notifies the local government that the plan amendment package is complete. If timely challenged, the amendments shall become effective on the date the State Land Planning Agency or the Administration Commission enters a

final order determining the adopted amendments to be in compliance. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, the amendments may nevertheless be made effective by adoption of a resolution affirming the effective status, a copy of which resolution shall be sent to the State Land Planning Agency.

**INTRODUCED AND PASSED** on First Reading and transmittal public hearing this 9th day of January, 2024.

**PASSED AND DULY ADOPTED**, on Second Reading with a quorum present and voting, by the Town Commission, this 14th day of May, 2024.

**TOWN OF DUNDEE, FLORIDA**

\_\_\_\_\_  
Mayor- Sam Pennant

ATTEST:

\_\_\_\_\_  
Town Clerk – Trevor Douthat

Approved as to form:

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



# ORDINANCE 2023-12 EXHIBIT “A”

## COMPREHENSIVE PLAN AMENDMENTS

### TOWN OF DUNDEE COMPREHENSIVE PLAN GOALS, OBJECTIVES, AND POLICIES

#### TO PROVIDE POLICIES SPECIFIC TO WATER SUPPLY PLANNING

- The following amendments to the Dundee Comprehensive Plan are proposed consistent with the update to the Town of Dundee Ten-Year Water Supply Facilities Work Plan.
- Text shown in gray shading as underlined is text to be added and text shown as ~~strikeout~~ is text to be removed. Amended text is based on the update to the Town’s Ten-Year Water Supply Facilities Work Plan.

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#### I. INFRASTRUCTURE ELEMENT AMENDMENTS:

The following amendments are proposed to the Infrastructure Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

#### GOAL 2: POTABLE WATER

**PROVIDE FOR THE RELIABLE DELIVERY OF POTABLE WATER TO MEET THE NEEDS OF ALL RESIDENTS AND BUSINESSES.**

#### OBJECTIVE 2.2: EXPANSION OF SYSTEM TO MEET FUTURE NEEDS

*EXPAND THE MUNICIPAL WATER SERVICE SYSTEM AS NEEDED TO MEET THE NEEDS OF FUTURE RESIDENTS AND BUSINESSES IN SUCH A MANNER AS TO MAXIMIZE THE USE OF EXISTING FACILITIES, DISCOURAGE URBAN SPRAWL, AND MEET THE WATER CONSERVATION OBJECTIVES ESTABLISHED IN THE CONSERVATION ELEMENT.*

**Policy 2.2.8:** The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~into~~ this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan.~~ In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan

and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

**II. WATER SUPPLY SUB-ELEMENT AMENDMENTS:**

The following amendments are proposed to the Water Supply Sub-Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

**GOAL 1: ENSURE THE PROVISION OF ADEQUATE WATER RESOURCES TO MEET THE NEEDS OF ALL RESIDENTS, VISITORS, AND BUSINESSES IN THE TOWN OF DUNDEE.**

**OBJECTIVE 1.4: THE TOWN SHALL WORK WITH SURROUNDING GOVERNMENTS AND SWFWMD TO EXPLORE THE DEVELOPMENT OF REGIONAL WATER SUPPLY SYSTEMS IN ORDER TO MEET FUTURE POTABLE WATER NEEDS.**

**Policy 1.4.1:** The Town hereby ~~incorporates~~ **acknowledges** its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~into~~ this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015 ~~2020~~. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan.~~ In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

**III. CONSERVATION ELEMENT AMENDMENTS:**

The following amendments are proposed to the Conservation Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

**GOAL: IT SHALL BE THE GOAL OF THE TOWN OF DUNDEE TO CONSERVE, PROTECT, ENHANCE, AND MANAGE ITS NATURAL RESOURCES AND TO ATTAIN THE HIGHEST POSSIBLE ENVIRONMENTAL QUALITY. ~~19J-5.013(2)(A)~~**

**OBJECTIVE 10: ESTABLISH SPECIFIC PROCEDURES AND REGULATIONS DESIGNED TO CONSERVE THE POTABLE WATER SUPPLY WITHIN THE TOWN OF DUNDEE.**

**Policy 10.4:** The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~into~~ this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan.~~ In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

**IV. INTERGOVERNMENTAL COORDINATION ELEMENT AMENDMENTS:**

The following amendments are proposed to the Intergovernmental Coordination Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

**GOAL:** **TO ESTABLISH AN EFFICIENT COORDINATION MECHANISM AMONG THE RELEVANT PUBLIC AND PRIVATE ENTITIES THAT PROVIDES THE MOST EFFICIENT UTILIZATION OF AVAILABLE RESOURCES.**

**OBJECTIVE 9:** **THE TOWN OF DUNDEE SHALL WORK WITH SURROUNDING GOVERNMENTS AND OTHER AGENCIES TO ENSURE THAT MEETING FUTURE POTABLE WATER NEEDS ARE COORDINATED ON A REGIONAL BASIS.**

**Policy 9.1:** The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~into~~ this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan.~~ In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

**V. CAPITAL IMPROVEMENTS ELEMENT AMENDMENTS:**

The following amendments are proposed to the Capital Improvements Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

**GOAL:** IT SHALL BE THE GOAL OF THE TOWN OF DUNDEE TO PROVIDE NECESSARY PUBLIC FACILITIES AND SERVICES FOR ALL EXISTING AND FUTURE DEVELOPMENT, AT ADOPTED LEVEL OF SERVICE STANDARDS, THROUGH A PROCESS THAT PERMITS DEVELOPMENT CONCURRENT WITH THE ABILITY OF THE TOWN TO PROVIDE SUCH FACILITIES AND SERVICES.

**OBJECTIVE 2:** CONCURRENCY AND CAPITAL IMPROVEMENTS

BASE LAND USE DECISIONS, INCLUDING DECISIONS REGARDING THE ISSUANCE OF DEVELOPMENT ORDERS AND PERMITS, ON THE DEVELOPMENT REQUIREMENTS INCLUDED IN THIS COMPREHENSIVE PLAN, THE LAND DEVELOPMENT REGULATIONS OF THE TOWN OF DUNDEE, AND THE AVAILABILITY OF PUBLIC FACILITIES AND SERVICES NECESSARY TO SUPPORT SUCH DEVELOPMENT AT THE ADOPTED LEVEL OF SERVICE STANDARDS.

**Policy 2.6:** The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~into~~ this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan.~~ In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

**ORDINANCE 23-10**  
**EXHIBIT “B”**

**TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN**



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# Town of Dundee Ten-Year Water Supply Facilities Work Plan

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Prepared For:  
Town of Dundee, FL  
Prepared By:  
Central Florida Regional  
Planning Council

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September 2023

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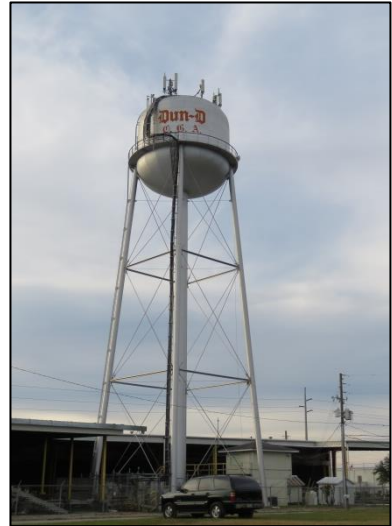
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## SECTION 1: INTRODUCTION

### ***1.1 Purpose of 2023 Dundee Water Supply Plan***

The Town of Dundee (Town) 2023 Water Supply Plan (WSP) has been developed in accordance with the requirements and guidelines contained in the Regional Water Supply Plan (RWSP) approved by the Southwest Florida Water Management District (SWFWMD) Governing Board in November 2020. The Town has developed this WSP not only to meet regulatory requirements (cited in Chapter 163, Part II, Florida Statutes, whereby local governments are required to adopt Work Plans into their comprehensive plans after their Water Management District approves a regional water supply plan or its update); but also, to serve as a water resource planning document for the Town's residents, businesses, interest groups, and public officials. This plan provides information on the Town's current and future water demands and supplies, discusses the water resources challenges that the Town faces, and summarizes the major water resources initiatives that the Town has taken to ensure a safe reliable water supply for its water customers.



The Dundee WSP uses projected population estimates to determine potential impacts on future potable water demand. The projections explore growth over a twenty-year period through the year 2040, with an emphasis placed on the immediate ten-year planning period. Specifically, the WSP details the Town's water system, water demands, sources of water supplies, water quality, capital improvement projects, and potential multi-jurisdictional planning initiatives.

### ***1.2 Statutory Requirements (Revised by SWFWMD on 2021)***

The Town of Dundee has considered the following statutory provisions as put of the WSP update:

1. Coordinate appropriate aspects of the Comprehensive Plan with the applicable RWSP [Section 163.3177(4)(a), F.S.].
2. Ensure the Future Land Use Plan is based on availability of adequate water supplies and public facilities and services [Section 163.3177(6)(a), F.S.]. Data and analyses demonstrating that adequate water supplies and associated public facilities will be available to meet projected

growth demands must accompany all proposed Future Land Use Plan and Plan amendments submitted for review.

3. In consultation with the water supplier, ensure adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent [Section 163.3180(2), F.S.].

4. For local governments subject to an RWSP, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge element (the “Infrastructure element”) through a Comprehensive Plan amendment to:

a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the applicable RWSP, or alternative project(s) proposed by the local government under Section 373.709(8)(b), F.S. [Section 163.3177(6)(c), F.S.].

b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the applicable RWSP [Section 163.3177(6)(c)3., F.S.]; and

c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [Sections 163.3177(6)(c)3. and (5), F.S.].

Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the 5-year period [Section 163.3177(3)(a)4., F.S.].

6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation element to assess projected water needs and sources for at least a 10-year planning period, considering the applicable RWSP and water use permit(s) [Section 163.3177(6)(d), F.S.]. The comprehensive plan must address the water supply sources necessary to meet the existing and projected water use demand for the established planning period, considering the applicable RWSP [Section 163.3167(9), F.S.].

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination element to ensure consistency between the Comprehensive Plan and the applicable RWSP [Section 163.3177(6)(h)1., F.S.].

8. Local governments are required to comprehensively evaluate and update the Comprehensive Plan to reflect changes in local conditions every seven years. The evaluation could address the local government’s need to update their Work Plan, including the development of alternative

water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [Section 163.3191(3), F.S.].

9. Local governments may be exempt from updating their Work Plan if they meet certain criteria. A local government that does not own, operate, or maintain its own water supply facilities and is served by a public water supply entity with a permitted allocation of 300 million gallons per day or greater is not required to amend its Comprehensive Plan when an RWSP is updated if the local government uses less than 1 percent of the public water supply entity's total permitted allocation. However, the local government must cooperate with the public water supply entity that provides service within its jurisdiction and must keep the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge element up to date, pursuant to Section 163.3191, F.S. A local government should contact the Florida Department of Economic Opportunity (DEO) to verify its qualifications for the exemption [Section 163.3177(6)(c)4., F.S.].

10. Local governments with a Sector Plan adopted in accordance with Section 163.3245, F.S., should incorporate information from the adopted Sector Plan, Master Plan, and Detailed Specific Area Plan into the Work Plan. The focus should be on water needs, water supply and resource development, conservation measures, and intergovernmental coordination activities with the SWFWMD and water supply development projects needed to address projected development in the Sector Plan area [Section 163.3245, F.S.].

### ***1.3 Background Information Overview***

#### ***Geography***

The Town of Dundee, Florida is a municipal corporation of the State, located in eastern Polk County. US Highway 27 runs north and south through the west side of the Town while State Road 17 (Scenic Highway) runs north and south through the heart of the Town. Dundee's service area lies within the Southern Water Use Caution Area (SWUCA). The utility service area of Dundee borders the utility service areas of the City of Haines City to the north, the City of Winter Haven to the west, Polk County Utility to the east, and the City of Lake Wales to the south.



Numerous lakes surround the Town limits. Lake Menzie, one of the most important lakes in the Town, is in the middle of the Town and serves several recreational opportunities for both residents of the community and visitors.

### ***Utility Service Area and District Governance***

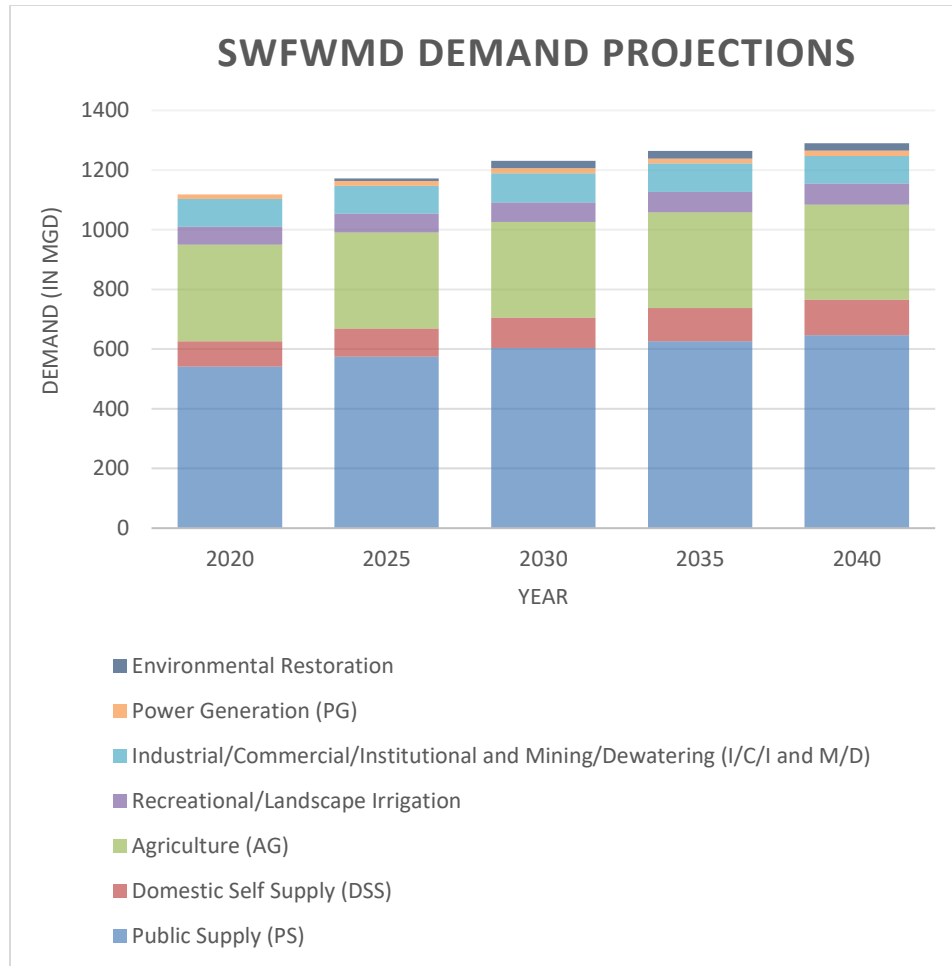
Inclusive of and extending beyond the corporate limits is the Town's utility service area boundary. This boundary represents areas currently served by the Town's utility system and areas that may be served in the future. This service area boundary encompasses approximately 17.01 Square miles. The Town's utility service area borders the utility service areas of the Town of Lake Hamilton and the City of Haines City to the north, the City of Winter Haven to the west, the City of Lake Wales to the south, and Polk County Utilities to the east.

The Town's utility service area is governed and permitted by the Southwest Florida Water Management District (SWFWMD). See Map 1 which reflects the Town's corporate limits and the utility service area boundary.

### ***Regional Demand Projections***

According to the 2021 Florida Department of Environmental Protection Regional Water Supply Planning Report, total water demand during 2020 within the SWFWMD was about 1,119 mgd (Figure 1).

By 2040, the SWFWMD expects total water demands to increase to approximately 1,265 mgd, which is nearly 13 percent more than the reported 2020 water demand. The SWFWMD estimates that public supply and agricultural irrigation will remain the two largest consumers of water resources, even though agricultural irrigation is projected to decrease by approximately 1.76 percent. The consumer category representing the largest expected change in demand is domestic self-supply, with an estimated 43% increase between 2020 and 2040. See Figure 1 below illustrating the projected consumer demands for water resources within SWFWMD between 2020 and 2040.



**Figure 1: SWFWMD Districtwide Demand Projections 2020-2040**

In response to projected demands, the SWFWMD has made concerted efforts to champion options to further protect and enhance water resources. Since 2005, 138.1 mgd of water has been made available through alternative water supply projects throughout the district. An additional 166.9 mgd is expected to be provided through implementation of future alternative water supply projects and efforts, for an estimated total of 305 mgd. Projects and efforts used to explore and implement alternative water sources include aquifer storage, water conservation, reclaimed water, brackish groundwater, surface water and surface water storage.

### ***1.4 Southwest Florida Water Management District and Southern Water Use Caution Area***

The Town is in an area that the SWFWMD identifies as the Southern Water Use Caution Area (SWUCA) (See Map 2). A water caution area is an area where existing and reasonably anticipated sources of water may not be adequate to supply water for all existing uses and anticipated future needs while sustaining water resources and related natural systems through the year 2025. In 2006, SWFWMD developed the SWUCA Recovery Strategy to respond to these concerns complying with Section 373.036 Florida Statutes. The SWFWMD proposed a program of natural system restoration, groundwater withdrawal reductions, and alternative source development projects to stabilize ground and surface water resources in the region. To ensure the health and availability of water resources within the SWUCA, Rule 40 D-2 F.A.C. states that the level of service (LOS) for water shall be equal to or less than 150 gallons per capita per day (gpcd).

### ***1.5 Central Florida Water Initiative (CFWI)***

The Central Florida Water Initiative (CFWI) is a collaborative water supply planning effort among the state's three largest water management districts, the Florida Department of Environmental Protection (DEP), the Florida Department of Agriculture and Consumer Services (DACS), water utilities, environmental groups, business organizations, agricultural communities, and other stakeholders.

The CFWI Planning Area covers five counties, including Orange, Osceola, Polk, Seminole and southern Lake (See Map 3). The boundaries of the three water management districts – St. Johns River Water Management District, South Florida Water Management District and Southwest Florida Water Management District – meet in an area known as the Central Florida Coordination Area (CFCA), which includes Polk County and within it, the Town of Dundee.

The purpose of the CFWI is to implement effective and consistent water resource planning through the Central Florida region. As part of the initiative, in 2020, the CFWI adopted an updated multi-district Regional Water Supply Plan to ensure the protection of water resources and related natural systems and identify sustainable water supplies for all water uses in the coordination area through 2040. The CFWI Regional Water Supply Plan (RWSP) adopted the Guiding Principles by:

- Identifying the sustainable quantities of fresh groundwater sources available for water supplies that can be used without causing harm to the water resources and associated natural systems

- Identifying water conservation savings which may be achievable by water users during the planning horizon
- Identifying water supply and water resource development options to meet reasonable and beneficial water demands that are in excess of the sustainable yield of fresh groundwater sources
- Protecting and enhancing the environment, including the natural resource areas and systems
- Providing information to support local government comprehensive plans
- Achieving compatibility and integration with other state and federal regional resource initiatives

Adoption of the Town's WSP must be consistent with the CFWI RWSP, be financially feasible and it must include the necessary provisions to ensure that potable water LOS standards are maintained for expected population growth.

### ***1.5 Polk County Regional Water Cooperative (PRWC)***

The Town of Dundee is part of the Polk Regional Water Cooperative (PRWC). This county-wide effort was established to bring the local governments within Polk County together to work in tandem to qualify for state and water management district funding to help pay for water resource projects to ensure adequate water supplies are available in the future. As a planning effort with a broad-based approach, the PRWC focuses on analyzing where alternative supplies are available and where demand is present. Priority projects identified by the PRWC correspond to those prioritized projects identified through the efforts of the CFWI.

Currently, the Polk Regional Water Cooperative is moving forward with two significant projects to enhance the availability of water in the region. The Southeast Wellfield and Water Supply Facility will utilize the Lower Florida Aquifer which is brackish and will require treatment via reverse osmosis. This project will deliver an extra 12.5 (MGD) to the region. The West Polk Wellfield and Water Supply Facility is a similar project, which will tap into the Lower Floridan Aquifer and is slated to provide up to 10 (MGD) per day.

## 1.7 Description of the Town's Water Supply System

### Water Sources

The primary source of water extraction for the Town is fresh groundwater from the Upper Floridan Aquifer (UFA). As with many communities, the Town's dependency on groundwater use has increased over the past several decades. Although water utilities in the region are increasingly implementing conservation measures and exploring alternative sources for public supply, Dundee's water source is still obtained exclusively from the UFA. SWFWMD's 2020 Regional Water Supply Plan indicates that approximately 42 percent of water available in the Heartland region will be from fresh groundwater sources by the year 2040. Limited options for alternative water supply exist within the Central Florida Heartland region. As a non-coastal area, desalination of water is still not a viable or feasible option.

### Potable Water System

The Town's public water supply system is regulated through the Florida Department of Environmental Protection (FDEP) while water use (water consumption) is permitted through the SWFWMD. Table 1 below provides the Town's permitting information. Additional information on the Town's permit conditions is provided in *Section 2.1, Water Service Area*.

**Table 1: Public Water System and Water Use Permits**

FDEP Public Water System (PWS)	WUP Permit No.	Permittee	Provider Type
6530485	5893.013	Town of Dundee	Potable Water

The Town's potable water distribution system is operated by the Town's Utilities Department, which operates and maintains the Town's water and sewer systems in compliance with all state and federal requirements. Annually, the Town presents a water quality report to inform all residents and businesses about the quality of water and services that are delivered daily.

As will be presented in more detail in Section 2, the Town is projected to see a significant population increase over the next ten- and twenty-year planning periods.

### System Facilities

The Town operates two (2) essential utilities which include a potable water and wastewater system. The systems are maintained and operated by the Town of Dundee's Public Work and



Utilities Departments in compliance with all state and federal requirements. Facilities include two (2) water treatment plants and one (1) wastewater treatment plant.

The potable water system includes components to pump and treat raw water extracted from the UFA. The treated, “finished” water is stored and re-pumped into the distribution system for potable consumption by the Town’s end users. The system also provides fire protection services which serve the Town and the greater utility service area.

The Town’s potable water system includes a total of six (6) operating public supply wells and two (2) ground water storage tanks (GST). The system is operated by six (6) high service pumps. Tables 1 and 2 provide detailed information about the Town’s facilities. See Map 4 for facilities locations.

**Table 2: Inventory of Wells**

Service Area	Well # (Name)	Well Diameter (inches)	Well Pump Capacity (GPM)	Well Depth (feet)	Pump Motor Horsepower
Town of Dundee	*Well #1	12	553,000	755	100
	Well #3	10	553,000	690	40
	Well #4	12	553,000	760	40
	Well #6	16	818,000	850	125
	Well #7	16	818,000	850	125
	Well #8	16	818,000	710	75

\*Well #1 Not in operation

**Table 2: Inventory of Water Treatment /Storage Facilities**

Storage	Location	Type	Total Design Capacity (MGD)
*Lake Ruth WTP	603 Lake Marie Blvd, Dundee, FL 33838		
Hickory Walk WTP	1501 Steward Rd. Dundee, FL 33838	GST	0.75
Riner WTP	625 Dundee Rd. Dundee, FL 33838	GST	0.25

\*Lake Ruth WTP is no longer in service

### ***Water Treatment Practices***

The Town treats raw ground water for Hydrogen Sulfide and organics by way of aerators and Cl2 12% bleach. The Town monitors its water treatment plants through a Supervisory Control & Automated Data Acquisition (SCADA) system and an OMNI process 24 hours a day, 7 days of the week.

### ***Wastewater and Reuse***

The Town's wastewater system is also regulated through FDEP under permit number FLA180416 (Expiration Date: April 5, 2025). It consists of a collection system, lift stations and transmission mains, as well as one wastewater treatment facility (WWTF), which has the capability to provide treated wastewater effluent for reuse. The Town's wastewater treatment effluent disposal capacities include a 0.316 Rapid Infiltration Basin. The Dundee Regional WWTF disposes of 0.13 MGD of reclaimed water to three rapid infiltration ponds.

### ***Water Use***

The Town's public water supply service area (10,925.9 acres) supports customers both inside and outside of the Town's corporate limits (See Map 1 for Service Area Boundary). As with many communities, the Town's dependency on groundwater use has increased over the past several decades. The Town is currently using approximately 797,208GPD. As part of its commitment to providing quality water to its customers, the Town also provides a water quality report to inform all residents and businesses about the quality of water and services that are delivered every day. As will be outlined in more detail in Section 2, the Town is projected to see considerable population growth over the next ten- and twenty-year planning periods.

## **SECTION 2: DATA AND ANALYSIS**

### ***2.1 Water Service Area***

Potable water is administered through a metered system serving both residential and non-residential users under an adopted LOS standard of 115 gallons per person per day (gpcd). The system is regulated and permitted by the FDEP and the SWFWMD. The Town's permitted maximum flow (design capacity) for water extraction (as regulated through FDEP) is 2,690,000 gallons per day (gpd). The Town's current permitted capacity for water use by the SWFWMD is 917,500 gpd. In 2022, the Town renewed its water use permit, which was issued with an expiration date of September 6, 2032.

Table 3 outlines the Town's permitted capacity and current metered connections under the active WUP.

**Table 3: Town of Dundee’s Existing Potable Water Customers**

FDEP Public Water System (PWS)	WUP Permit No.	Permittee	Provider Type	WUP Permitted Capacity	Number of Residential Meters*	Number of Commercial/ Industrial/ Recreational Meters*
6530485	5893.013	Town of Dundee	Potable Water	917,500 GPD	2,039	241

\*Data Source: Town of Dundee 2015 Public Supply Annual Report

## ***2.2 Population Information and Water Demand Projection***

### ***Historic Water Use by Sector***

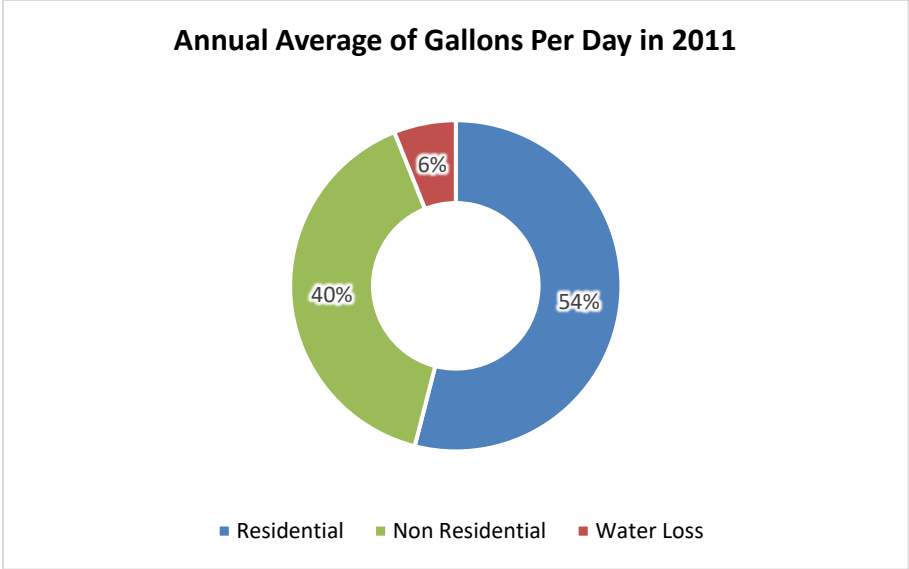
Planning for future water supply requires an understanding of past water use and the factors that influence future use over time. This section presents historical water use based on the 2011 and 2015 Town of Dundee’s Public Supply Annual Reports (PSARs).

As expected, single family residential water use represents the greatest per capita/per day consumption rate, with mobile home uses (which are generally similar to single family residential uses) and residential irrigation being the next highest users. The amount of documented water loss in the Town’s system according to the 2015 PSAR, is 27,630 gpd, which is less than 5 percent of the Town’s total reported water use.

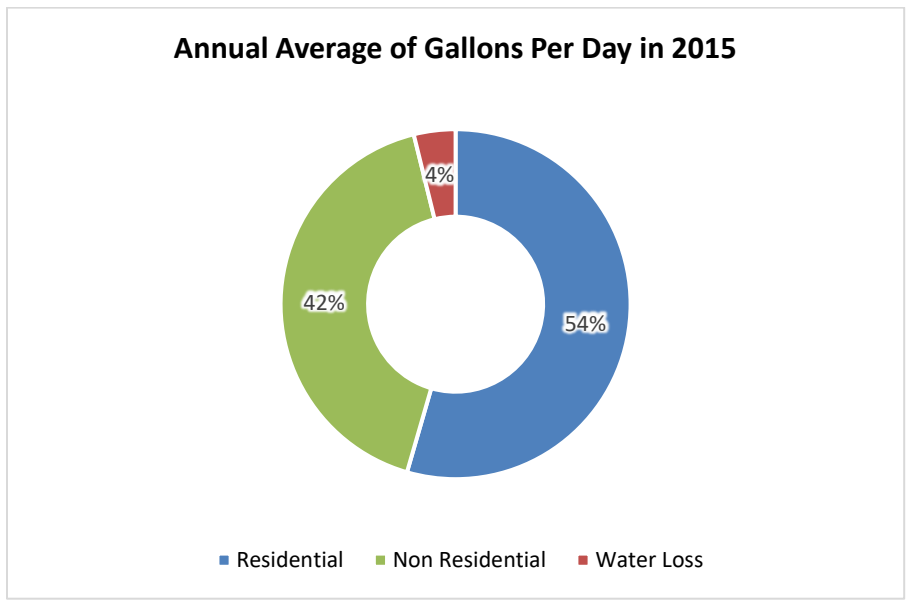
### ***Growth Patterns and Potable Water***

In 2020, the University of Florida’s Bureau of Economic and Business Research (BEBR) estimated a Town population of 5,235 persons, which is an increase of 1,518 persons compared to the 2010 Census (3,717 persons). Based on the size of the Town’s public water supply service area there is an even larger population demand. In 2020, the SWFWMD estimated a population of 5,583 persons. Population projections from 2020 to 2040 are outlined in Section 2. of this document.

Figures 2 and 3 reflect the Town’s general percentage use of potable water for residential and non-residential users, for 2011 and 2015.



**Figure 2: Historic Potable Water Use in 2011**



**Figure 3: Historic Potable Water Use in 2015**

### ***5-year per Capita Demand***

A calculation of the average per capita demand for potable water is necessary to monitor potential negative impacts on water resources and to ensure consumption rates do not exceed the Town's adopted LOS standard (115 gpcd) or the maximum 150 gpcd within the SWUCA. The average per capita demand is calculated based on the reported average daily water demand and the total consumption as measured by the Town's functional population. The functional population is defined as the total consuming end user, which includes permanent residents, seasonal residents, tourists, and net commuters as established by the SWFWMD. Table 4 outlines the 5-year per capita water demand.

**Table 4: 5-Year Per Capita Water Demand**

<b>Service Area</b>	<b>Year</b>	<b>Adjusted Per Capita Demand (GPCD)*</b>
<b>Town of Dundee</b>	2018	108
	2019	108
	2020	122
	2021	108
	2022	114
<b>5-year average per capita demand</b>		112

*\*Data source: Town of Dundee Public Supply Annual Report*

As shown in Table 4, the Town is generally operating within its adopted LOS of 115 gpcd. Based on the Town's PSARs from 2022 the Town's 5-year average demand is 112 gpcd.

### ***Population Projection***

Population projections used in this document are based on a methodology developed by the SWFWMD. The SWFWMD uses medium projections disaggregated to land parcel level using a GIS methodology. The functional population figures are used to reasonably estimate the potential impacts on future potable water demands. A twenty-year projection of the functional population, using the SWFWMD figures is provided in Table 5. 2020 is considered the base year consistent with the SWFWMD 2020 RWSP.

**Table 5: Functional Population Projections of Dundee (2020-2040)**

Year	Functional Population*
2020	5,583
2025	6,421
2030	7,183
2035	8,046
2040	8,932

\* Data source: SWFWMD 2020 RWSP

### 2.3 Projected Annual Growth Rates

The projected functional population annual growth rates from 2020 to 2040 for the Town of Dundee are shown in Table 6 and Figure 5. In the immediate ten-year period from 2020-2030, the functional population is projected to increase from 5,583 to 7,183, reflecting an annual growth rate of 2.5 percent. Over the twenty-year period (2020-2040), the functional population is projected to increase from 5,583 to 8,932, reflecting an annual growth rate of 2.3 percent. The projected growth rates shown here, which do not include any future land acquisitions (*i.e.*, Town annexations), reflect a moderately-high growth rate over the ten- and twenty-year planning periods.

**Table 6: Projected Functional Population Annual Growth Rates**

Town of Dundee Projected Annual Growth Rates									
Year				2020-2025		2020-2030		2020-2040	
2020	2025	2030	2040	%Change	Annual Growth Rate	%Change	Annual Growth Rate	%Change	Annual Growth Rate
5,583	6,421	7,183	8,932	15	2.8	28.66	2.5	60	2.37

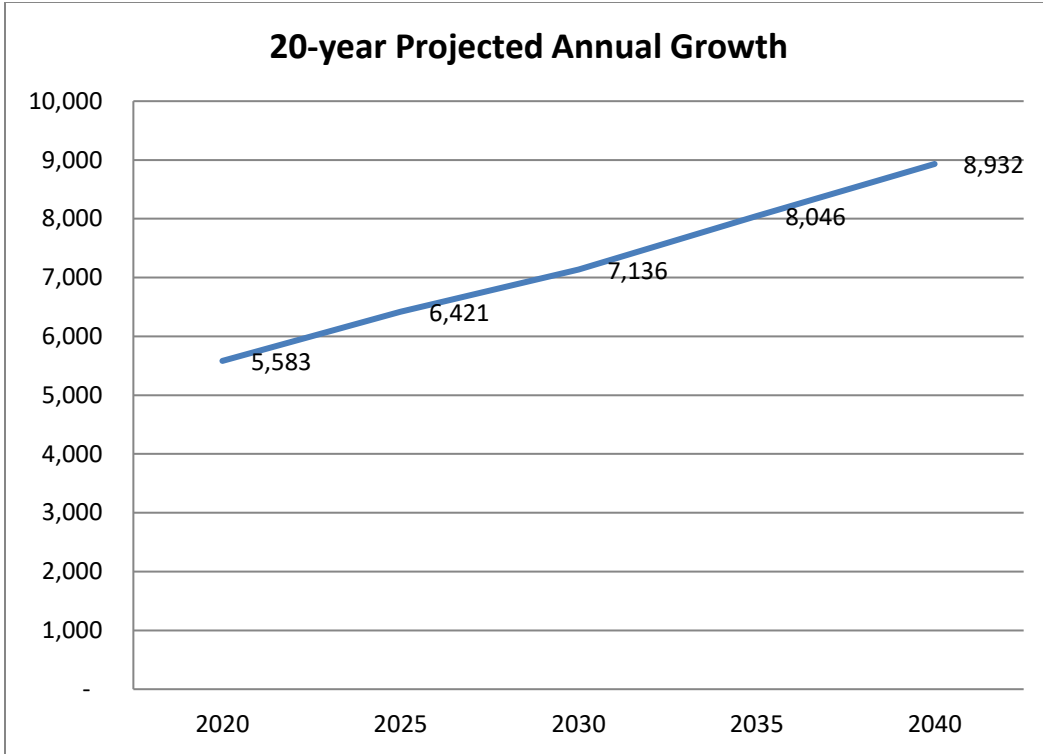


Figure 4: Projected Annual Growth

Table 8 outlines projected water demand to permitted water supply based on functional population projections using the Town's 5-year average demand (112 gpcd) as the multiplier.

**Table 8: Projected Water Demand – 5-Year Average Consumption Rate (2020-2040)**

	2020	2025	2030	2035	2040
<b>Functional Population</b>	5,583	6,421	7,183	8,046	8,932
<b>Average Per Capita Demand (GPCD)*</b>	112	112	112	112	112
<b>Projected Average Demand (GPD)</b>	625,296	719,152	804,496	901,152	1,000,384
<b>WUP Permitted Capacity (GPD)**</b>	917,500	917,500	917,500	917,500	917,500
<b>Surplus (Deficit) Demand (GPD)</b>	292,204	198,348	113,004	16,348	-82,884
<b>Demand % of Permitted Capacity</b>	68.15	78.38	87.68	98.21	1.090

The projections in Table 8 reveal a daily demand of 804,496 gpd by 2030 (ten-year period) and 1,000,384 gpd by 2040 (twenty-year period). Considering the Town's permitted capacity of 917,500 gpd (based on current WUP,) the Town is anticipated to meet projected growth demands in the ten-year but will face a deficit looking out to the 2040 planning horizon. Based on these findings, the town will continue to explore water re-use options and evaluate current and future projects in coordination with the SWFWMD, the CFWI and the Polk Regional Water Cooperative to assist with additional supply capacity.



## SECTION 3: GOALS, OBJECTIVES, AND POLICIES

To promote long-term water resource planning and assure that adequate supplies are available to meet future water demands, the Town recommends goals, objectives, and policies, which are included in the Infrastructure, Conservation, Intergovernmental Coordination and Capital Improvements Elements of the Town's Comprehensive Plan.

### ***3.1 Water Conservation and Water Reuse***

The Town of Dundee will continue to promote water conservation and reuse in the service area. To date, the Town has implemented several water conservation regulations and initiatives consistent with SWFWMD's requirement for implementation of a water conservation plan. Dundee will continue conservation effort through the following:

- Conduct audits of the municipal water system to determine areas that may need repairs or contributing to increased water consumption through leaking pipes and prioritize accordingly.
- Require the use of Florida Friendly landscaping techniques for all new development and continuous promotion of all new automatic landscape irrigation systems to be fitted with properly installed automatic shutoff devices.
- Participate in the Florida Water Star program, which provides up to \$350,000 in rebates countywide to builders who participate in a voluntary certification program.
- Educate residents in water conservation and best practices through public education printed and on the Town's website.
- Public education printed and website.
- Promotion of low-flow toilets.
- Line Breaks are set at high priority and fixed promptly.

Additionally, the Town will continue to coordinate water conservation efforts with the SWFWMD, the CFWI, and the PRWC to ensure that proper strategies are being utilized. The Town will also continue to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation in a cost-effective and environmentally sensitive manner.

### ***3.2. Intergovernmental Coordination***

The Town continues to coordinate with Polk County regarding water resource issues, including coordination on water supply plans. The Town also recognizes its partnership and intergovernmental coordination with the CFWI, and the PRWC.

As part of the PRWC, Dundee is part of an inter-municipal effort to seek state funding for projects to take care of public supply needs in the next twenty years. The estimated cost of the projects is \$620 million and would produce at least 42 million gallons per day. Dundee is part of a group of municipalities that is currently working to reduce water consumption through a variety of conservation programs, which include toilet rebates and financial assistance with installation costs, rebates for landscaping of new development projects to reduce water use and information on improved irrigation projects. Finally, as part of the SWFWMD permitting requirements, the Town is required to complete a Public Supply Annual Report which documents and provides updates on water demands and facilities information for water use permit compliance and maintenance purposes.

### ***3.3. Capital Improvements***

The Town continues to monitor, update, and improve its potable water system with the goal of providing an efficient and safe water supply for its customers. The Town will continue to upgrade facilities and infrastructure as needed to ensure peak operation of its utility facilities.

The Town has identified several improvements in its Capital Improvement Plan for FY 2022/2023 to FY 2026/2027. A total amount of \$24,072,626 is identified for both water and wastewater facility improvements. Potable water, distribution and collection system improvements include water treatment upgrades, ground storage tank repairs, water main upgrades, line, valve, and meter replacements. Project funding in the first two years (through FY 2023/2024) totals \$5,902,414. Wastewater improvements include a storage building, updates to the wastewater master plan, headworks expansion, septic tank elimination projects, and improvements to the plant worth \$5,463,000, with \$1,263,000 programmed through FY 2023/2024.

## SECTION 4: CONCLUSION

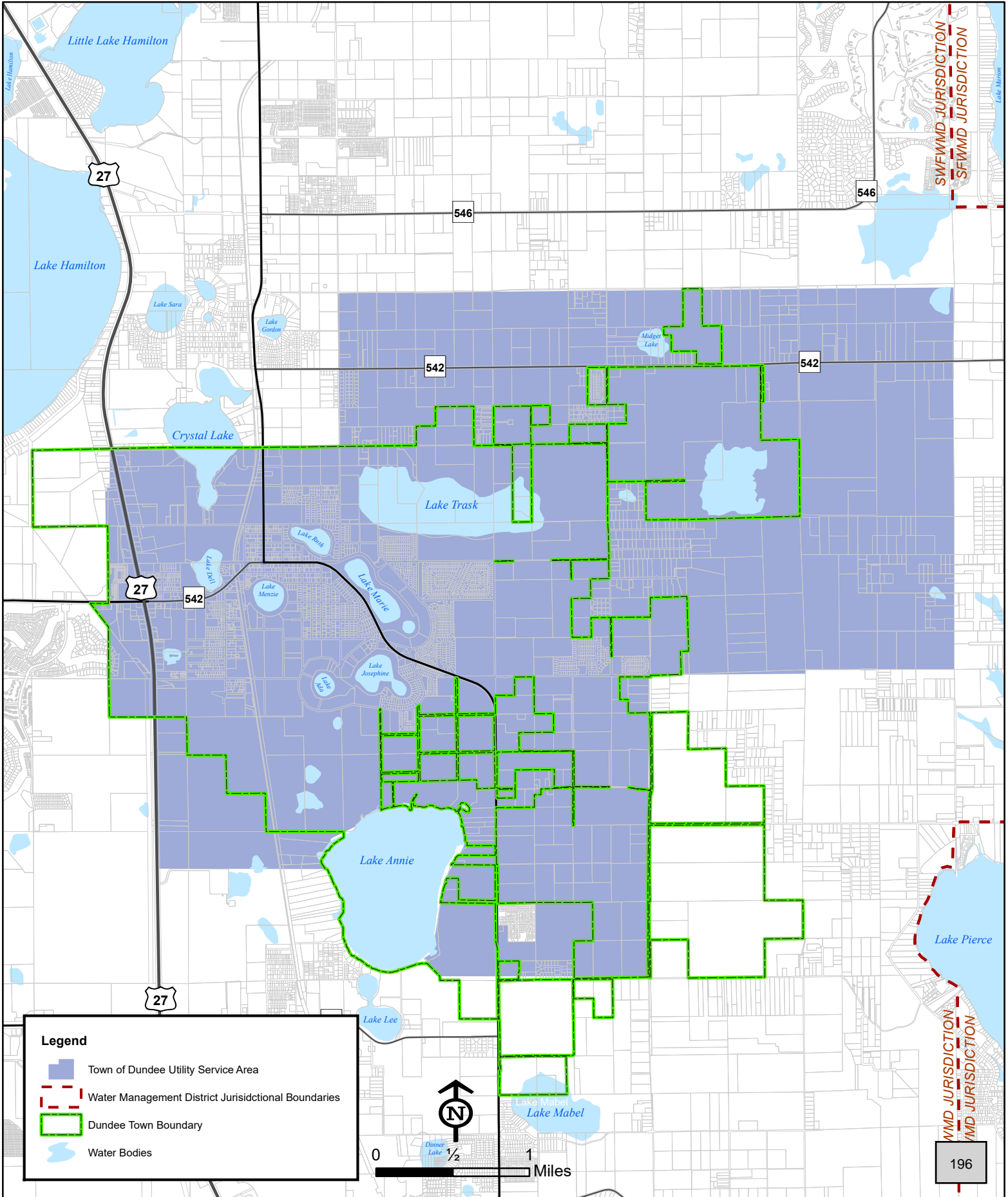
### ***4.1 Conclusion***

The Town of Dundee maintains and operates a potable water (utility) system serving users both inside and outside of the current Town limits. The Town system also operates within the boundary of the Southern Water Use Caution Area (SWUCA). As mentioned, the requirements under the SWUCA state that the Level of Service (LOS) standard for water must be lower than 150 gpcd. The Town's adopted LOS for water consumption is 115 gpcd. Based on reported consumption rates from 2018 to 2022, the Town's 5-year average demand is 112 gpcd.

Both the current LOS and the Town's 5-year average demand are below the SWUCA limitation of 150 gpcd. Currently, the Town's utility is permitted to distribute 917,500 GPD. The current average demand for potable water service is approximately 625,296 GPD, leaving an available capacity of 292,204 GPD. While the Town is expected to meet demands through the 10-year planning period (2030), findings reflect there will be a deficit through the 2040 planning horizon (See Table 8). Through continued efforts in coordination with the SWFWMD, the CFWI and the Polk Regional Water Cooperative, additional sources of water may be available to help meet additional needs by the 2040 planning horizon. The Town will continue its conservation efforts through all available resources and continue to upgrade its facilities when and where improvements are needed to ensure a quality water supply system is maintained.

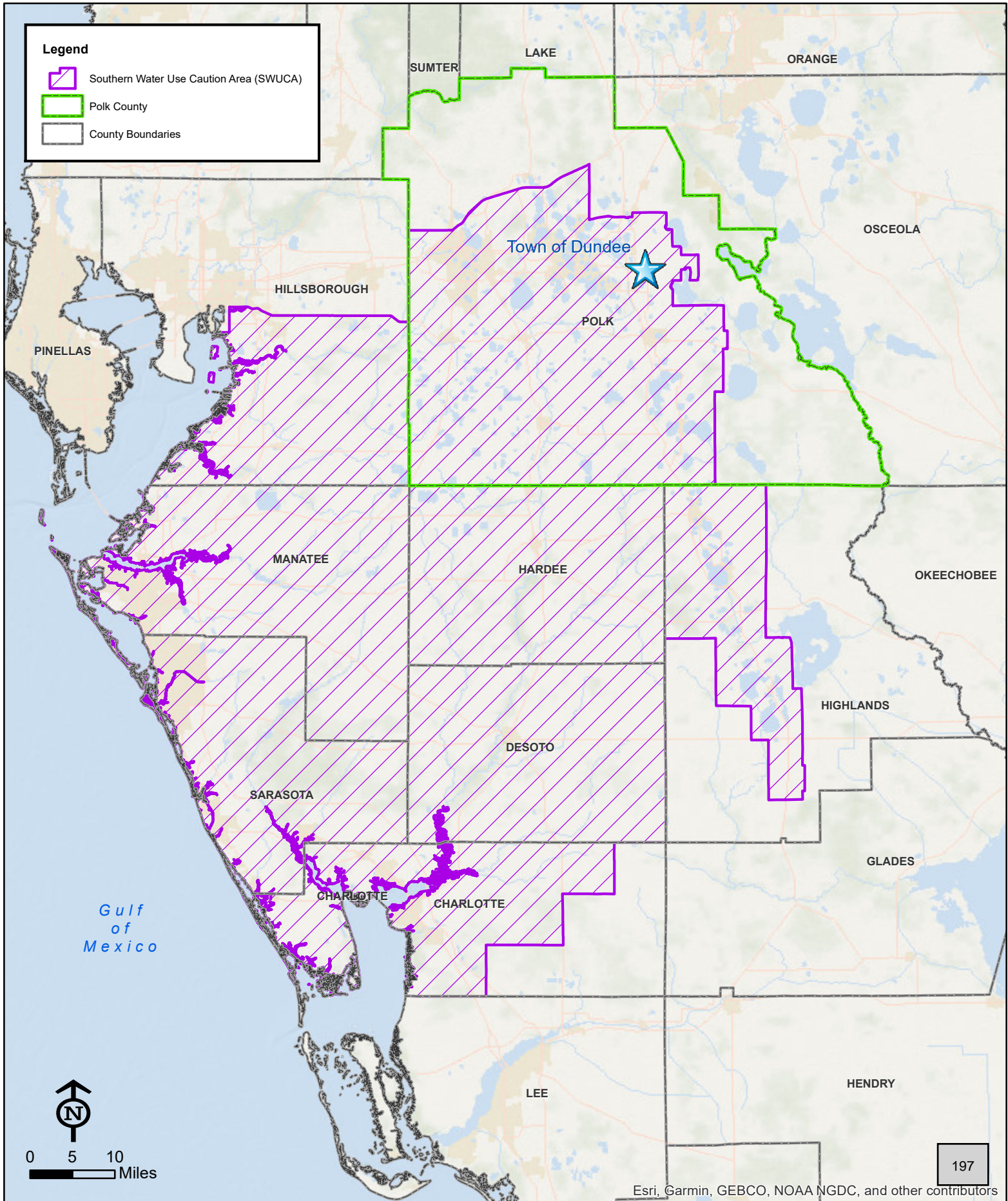
# Map 1 UTILITY SERVICE AREA

Item 5.

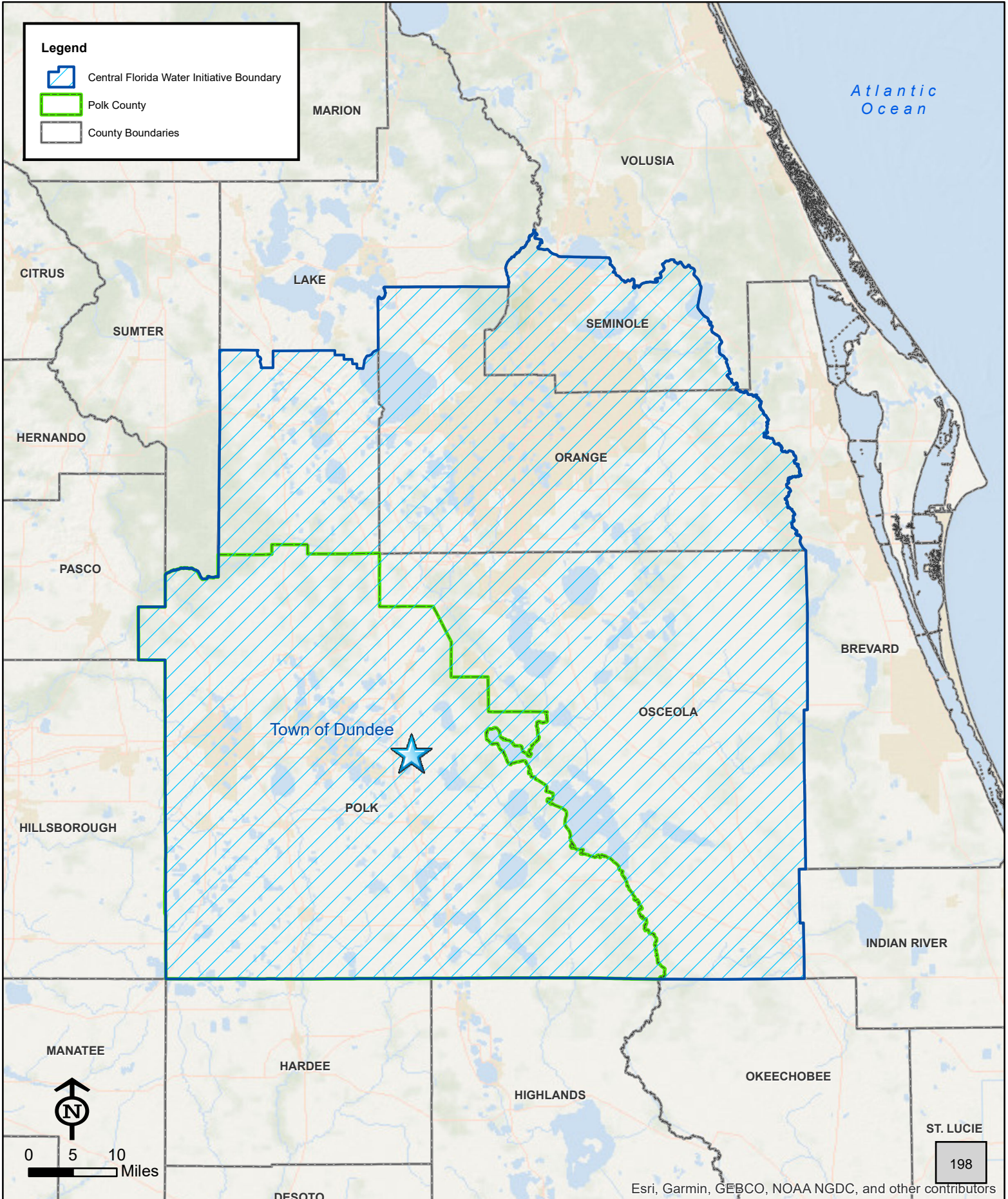


# Map 2 SOUTHERN WATER USE CAUTION AREA

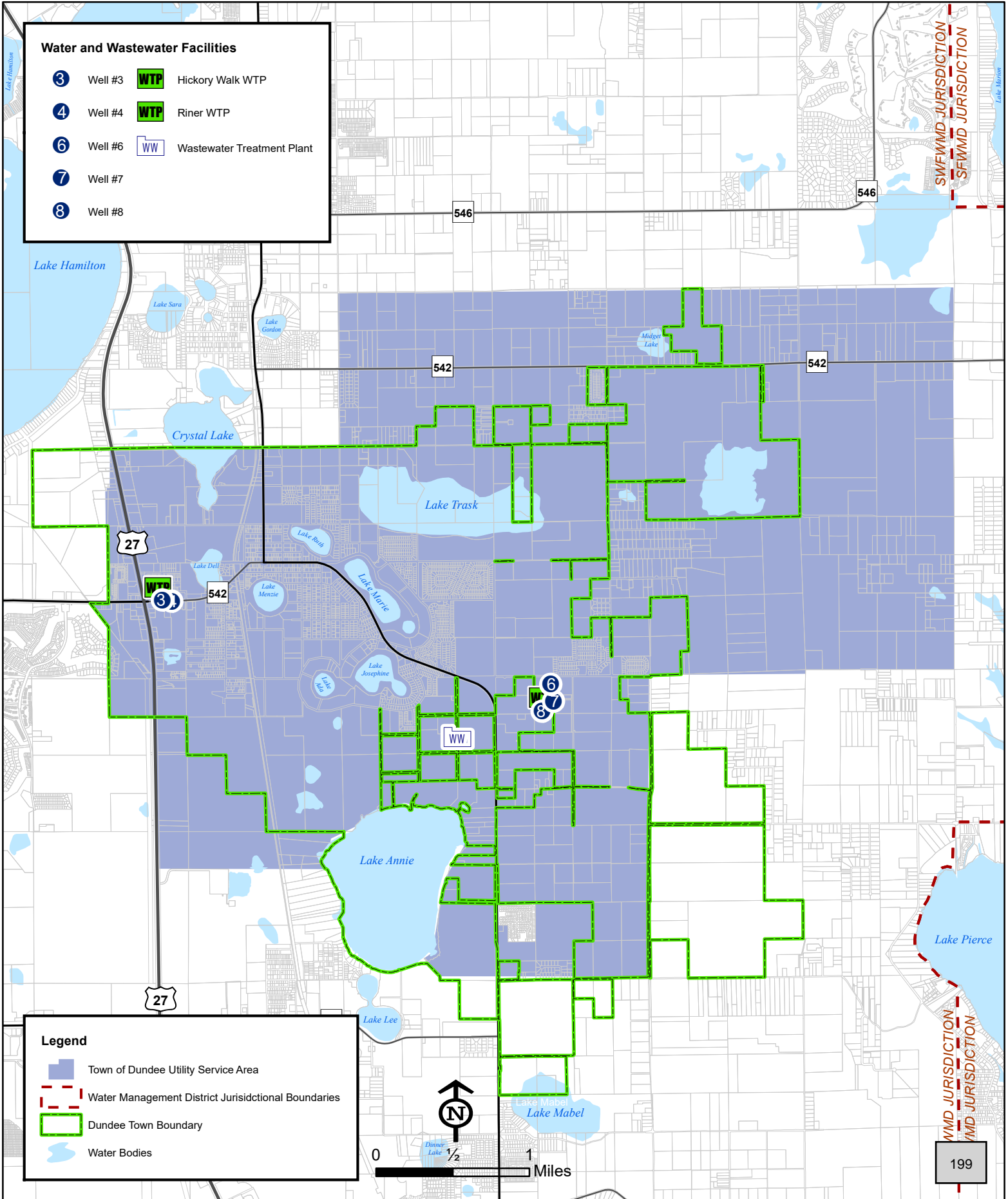
Item 5.



# CENTRAL FLORIDA WATER INITIATIVE (CFWI)



# WATER & WASTEWATER UTILITY FACILITIES



**ORDINANCE 23-10**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE DUNDEE COMPREHENSIVE PLAN, REVISING THE INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND CAPITAL IMPROVEMENTS ELEMENTS BASED ON THE TOWN'S TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN INCORPORATED HEREIN; PROVIDING FOR TRANSMISSION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR REVIEW AND COMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Sections 163.3161 through 163.3215, Florida Statutes, the Community Planning 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**, Section 163.3177(6)(c), Florida Statutes, requires local governments, except where specifically exempted, to identify alternative water supply projects and traditional water supply projects and conservation and reuse necessary to meet the water needs within the local government's jurisdiction, and include a work plan, covering at least a 10-year planning period, for building public, private, and regional water supply facilities, including development of alternative water supplies, necessary to serve existing and new development; and

**WHEREAS**, the Town Commission of the Town of Dundee has determined that it would be in the best interest of the public health, safety and general welfare of the residents and non-residential water customers of the Town to amend the Comprehensive Plan consistent with the requirements of Section 163.3177(6)(c), Florida Statutes; and

**WHEREAS**, in exercise of its authority the Town Commission has determined it necessary to adopt amendments to the Town's Comprehensive Plan, which are attached hereto as **Exhibit "A"** and by this reference made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the laws of the State of Florida; and

**WHEREAS**, in exercise of its authority the Town Commission has determined that for the basis of adopting the said amendments in Exhibit "A," the Town shall adopt its Ten-Year Water Supply Facilities Work Plan, incorporated herein as **Exhibit "B"**, and by this reference made a part hereof, to be acknowledged as a technical support document to support amendments to the Dundee Comprehensive Plan; and

**WHEREAS**, pursuant to Section 163.3184, Florida Statutes, the Town Commission held public hearings on Ordinance 2023-12, with due public notice having been provided, to obtain



public comment, and considered all written and oral comments received during public hearings, including support documents.

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

**Section 1.** The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the Town Commission as the legislative findings and intent pertaining to this Ordinance.

**Section 2.** The Town of Dundee hereby amends the following Elements of its Comprehensive Plan: Infrastructure Element, Conservation Element; Intergovernmental Coordination Element; and Capital Improvements Element. Said amendments are set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof.

**Section 3.** The basis for adopting the said amendments is the Town of Dundee Ten-Year Water Supply Facilities Work Plan, incorporated herein as **Exhibit "B"**, which is attached hereto and by this reference made a part hereof, as a technical support document to support the amendments to the Dundee Comprehensive Plan.

**Section 4.** A certified copy of this enacting ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 5.** If any provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end the provisions of this Ordinance are hereby declared severable.

**Section 6.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 7.** It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Comprehensive Plan of the Town; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Comprehensive Plan is accomplished, sections of this Ordinance may be renumbered or relettered 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 designee, without need of public hearing, by filing a corrected or recodified copy of same with the Town Clerk.

**Section 8.** The effective date of these amendments, if the amendments are not timely challenged, shall be 31 days after the State Land Planning Agency notifies the local government that the plan amendment package is complete. If timely challenged, the amendments shall become effective on the date the State Land Planning Agency or the Administration Commission enters a

final order determining the adopted amendments to be in compliance. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, the amendments may nevertheless be made effective by adoption of a resolution affirming the effective status, a copy of which resolution shall be sent to the State Land Planning Agency.

**INTRODUCED AND PASSED** on First Reading and transmittal public hearing this 9th day of January, 2024.

**PASSED AND DULY ADOPTED**, on Second Reading with a quorum present and voting, by the Town Commission, this 14th day of May, 2024.

**TOWN OF DUNDEE, FLORIDA**

\_\_\_\_\_  
Mayor- Sam Pennant

ATTEST:

\_\_\_\_\_  
Town Clerk – Trevor Douthat

Approved as to form:

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

## **ORDINANCE 2023-12 EXHIBIT “A”**

### **COMPREHENSIVE PLAN AMENDMENTS**

#### **TOWN OF DUNDEE COMPREHENSIVE PLAN GOALS, OBJECTIVES, AND POLICIES**

#### **TO PROVIDE POLICIES SPECIFIC TO WATER SUPPLY PLANNING**

- The following amendments to the Dundee Comprehensive Plan are proposed consistent with the update to the Town of Dundee Ten-Year Water Supply Facilities Work Plan.
- Text shown in gray shading as underlined is text to be added and text shown as ~~strikeout~~ is text to be removed. Amended text is based on the update to the Town’s Ten-Year Water Supply Facilities Work Plan.

#### **I. INFRASTRUCTURE ELEMENT AMENDMENTS:**

The following amendments are proposed to the Infrastructure Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

#### **GOAL 2: POTABLE WATER**

**PROVIDE FOR THE RELIABLE DELIVERY OF POTABLE WATER TO MEET THE NEEDS OF ALL RESIDENTS AND BUSINESSES.**

#### **OBJECTIVE 2.2: EXPANSION OF SYSTEM TO MEET FUTURE NEEDS**

*EXPAND THE MUNICIPAL WATER SERVICE SYSTEM AS NEEDED TO MEET THE NEEDS OF FUTURE RESIDENTS AND BUSINESSES IN SUCH A MANNER AS TO MAXIMIZE THE USE OF EXISTING FACILITIES, DISCOURAGE URBAN SPRAWL, AND MEET THE WATER CONSERVATION OBJECTIVES ESTABLISHED IN THE CONSERVATION ELEMENT.*

#### **Policy 2.2.8:**

The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~into~~ this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan.~~ In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan

and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

**II. WATER SUPPLY SUB-ELEMENT AMENDMENTS:**

The following amendments are proposed to the Water Supply Sub-Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

**GOAL 1: ENSURE THE PROVISION OF ADEQUATE WATER RESOURCES TO MEET THE NEEDS OF ALL RESIDENTS, VISITORS, AND BUSINESSES IN THE TOWN OF DUNDEE.**

**OBJECTIVE 1.4: THE TOWN SHALL WORK WITH SURROUNDING GOVERNMENTS AND SWFWMD TO EXPLORE THE DEVELOPMENT OF REGIONAL WATER SUPPLY SYSTEMS IN ORDER TO MEET FUTURE POTABLE WATER NEEDS.**

**Policy 1.4.1:** The Town hereby ~~incorporates~~ **acknowledges** its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~into~~ this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015 ~~2020~~. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan.~~ In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

**III. CONSERVATION ELEMENT AMENDMENTS:**

The following amendments are proposed to the Conservation Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

**GOAL: IT SHALL BE THE GOAL OF THE TOWN OF DUNDEE TO CONSERVE, PROTECT, ENHANCE, AND MANAGE ITS NATURAL RESOURCES AND TO ATTAIN THE HIGHEST POSSIBLE ENVIRONMENTAL QUALITY. ~~[9J-5.013(2)(A)]~~**

**OBJECTIVE 10: ESTABLISH SPECIFIC PROCEDURES AND REGULATIONS DESIGNED TO CONSERVE THE POTABLE WATER SUPPLY WITHIN THE TOWN OF DUNDEE.**

**Policy 10.4:**

The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~into~~ this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan.~~ In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

**IV. INTERGOVERNMENTAL COORDINATION ELEMENT AMENDMENTS:**

The following amendments are proposed to the Intergovernmental Coordination Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

**GOAL:**

**TO ESTABLISH AN EFFICIENT COORDINATION MECHANISM AMONG THE RELEVANT PUBLIC AND PRIVATE ENTITIES THAT PROVIDES THE MOST EFFICIENT UTILIZATION OF AVAILABLE RESOURCES.**

**OBJECTIVE 9:**

**THE TOWN OF DUNDEE SHALL WORK WITH SURROUNDING GOVERNMENTS AND OTHER AGENCIES TO ENSURE THAT MEETING FUTURE POTABLE WATER NEEDS ARE COORDINATED ON A REGIONAL BASIS.**

**Policy 9.1:**

The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~into~~ this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan.~~ In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

**V. CAPITAL IMPROVEMENTS ELEMENT AMENDMENTS:**

The following amendments are proposed to the Capital Improvements Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

**GOAL:** IT SHALL BE THE GOAL OF THE TOWN OF DUNDEE TO PROVIDE NECESSARY PUBLIC FACILITIES AND SERVICES FOR ALL EXISTING AND FUTURE DEVELOPMENT, AT ADOPTED LEVEL OF SERVICE STANDARDS, THROUGH A PROCESS THAT PERMITS DEVELOPMENT CONCURRENT WITH THE ABILITY OF THE TOWN TO PROVIDE SUCH FACILITIES AND SERVICES.

**OBJECTIVE 2:** CONCURRENCY AND CAPITAL IMPROVEMENTS

BASE LAND USE DECISIONS, INCLUDING DECISIONS REGARDING THE ISSUANCE OF DEVELOPMENT ORDERS AND PERMITS, ON THE DEVELOPMENT REQUIREMENTS INCLUDED IN THIS COMPREHENSIVE PLAN, THE LAND DEVELOPMENT REGULATIONS OF THE TOWN OF DUNDEE, AND THE AVAILABILITY OF PUBLIC FACILITIES AND SERVICES NECESSARY TO SUPPORT SUCH DEVELOPMENT AT THE ADOPTED LEVEL OF SERVICE STANDARDS.

**Policy 2.6:** The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~into~~ this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan.~~ In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

**ORDINANCE 23-10**  
**EXHIBIT “B”**

**TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN**



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# Town of Dundee Ten-Year Water Supply Facilities Work Plan

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Prepared For:  
Town of Dundee, FL  
Prepared By:  
Central Florida Regional  
Planning Council

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September 2023

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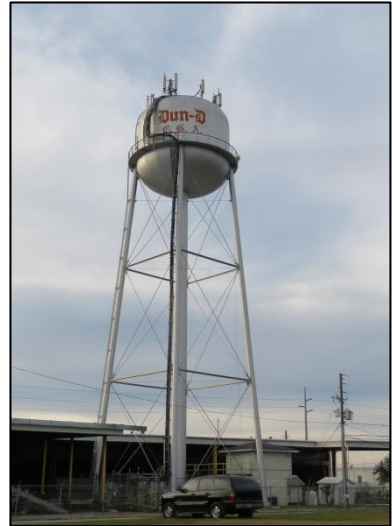
Map 3 Central Florida Water Initiative (CFWI) Map

Map 4 Public Water Supply Facilities Location Map

## SECTION 1: INTRODUCTION

### ***1.1 Purpose of 2023 Dundee Water Supply Plan***

The Town of Dundee (Town) 2023 Water Supply Plan (WSP) has been developed in accordance with the requirements and guidelines contained in the Regional Water Supply Plan (RWSP) approved by the Southwest Florida Water Management District (SWFWMD) Governing Board in November 2020. The Town has developed this WSP not only to meet regulatory requirements (cited in Chapter 163, Part II, Florida Statutes, whereby local governments are required to adopt Work Plans into their comprehensive plans after their Water Management District approves a regional water supply plan or its update); but also, to serve as a water resource planning document for the Town's residents, businesses, interest groups, and public officials. This plan provides information on the Town's current and future water demands and supplies, discusses the water resources challenges that the Town faces, and summarizes the major water resources initiatives that the Town has taken to ensure a safe reliable water supply for its water customers.



The Dundee WSP uses projected population estimates to determine potential impacts on future potable water demand. The projections explore growth over a twenty-year period through the year 2040, with an emphasis placed on the immediate ten-year planning period. Specifically, the WSP details the Town's water system, water demands, sources of water supplies, water quality, capital improvement projects, and potential multi-jurisdictional planning initiatives.

### ***1.2 Statutory Requirements (Revised by SWFWMD on 2021)***

The Town of Dundee has considered the following statutory provisions as put of the WSP update:

1. Coordinate appropriate aspects of the Comprehensive Plan with the applicable RWSP [Section 163.3177(4)(a), F.S.].
2. Ensure the Future Land Use Plan is based on availability of adequate water supplies and public facilities and services [Section 163.3177(6)(a), F.S.]. Data and analyses demonstrating that adequate water supplies and associated public facilities will be available to meet projected

growth demands must accompany all proposed Future Land Use Plan and Plan amendments submitted for review.

3. In consultation with the water supplier, ensure adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent [Section 163.3180(2), F.S.].

4. For local governments subject to an RWSP, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge element (the “Infrastructure element”) through a Comprehensive Plan amendment to:

a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the applicable RWSP, or alternative project(s) proposed by the local government under Section 373.709(8)(b), F.S. [Section 163.3177(6)(c), F.S.].

b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the applicable RWSP [Section 163.3177(6)(c)3., F.S.]; and

c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [Sections 163.3177(6)(c)3. and (5), F.S.].

Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the 5-year period [Section 163.3177(3)(a)4., F.S.].

6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation element to assess projected water needs and sources for at least a 10-year planning period, considering the applicable RWSP and water use permit(s) [Section 163.3177(6)(d), F.S.]. The comprehensive plan must address the water supply sources necessary to meet the existing and projected water use demand for the established planning period, considering the applicable RWSP [Section 163.3167(9), F.S.].

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination element to ensure consistency between the Comprehensive Plan and the applicable RWSP [Section 163.3177(6)(h)1., F.S.].

8. Local governments are required to comprehensively evaluate and update the Comprehensive Plan to reflect changes in local conditions every seven years. The evaluation could address the local government’s need to update their Work Plan, including the development of alternative

water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [Section 163.3191(3), F.S.].

9. Local governments may be exempt from updating their Work Plan if they meet certain criteria. A local government that does not own, operate, or maintain its own water supply facilities and is served by a public water supply entity with a permitted allocation of 300 million gallons per day or greater is not required to amend its Comprehensive Plan when an RWSP is updated if the local government uses less than 1 percent of the public water supply entity's total permitted allocation. However, the local government must cooperate with the public water supply entity that provides service within its jurisdiction and must keep the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge element up to date, pursuant to Section 163.3191, F.S. A local government should contact the Florida Department of Economic Opportunity (DEO) to verify its qualifications for the exemption [Section 163.3177(6)(c)4., F.S.].

10. Local governments with a Sector Plan adopted in accordance with Section 163.3245, F.S., should incorporate information from the adopted Sector Plan, Master Plan, and Detailed Specific Area Plan into the Work Plan. The focus should be on water needs, water supply and resource development, conservation measures, and intergovernmental coordination activities with the SWFWMD and water supply development projects needed to address projected development in the Sector Plan area [Section 163.3245, F.S.].

### ***1.3 Background Information Overview***

#### ***Geography***

The Town of Dundee, Florida is a municipal corporation of the State, located in eastern Polk County. US Highway 27 runs north and south through the west side of the Town while State Road 17 (Scenic Highway) runs north and south through the heart of the Town. Dundee's service area lies within the Southern Water Use Caution Area (SWUCA). The utility service area of Dundee



borders the utility service areas of the City of Haines City to the north, the City of Winter Haven to the west, Polk County Utility to the east, and the City of Lake Wales to the south.

Numerous lakes surround the Town limits. Lake Menzie, one of the most important lakes in the Town, is in the middle of the Town and serves several recreational opportunities for both residents of the community and visitors.

### ***Utility Service Area and District Governance***

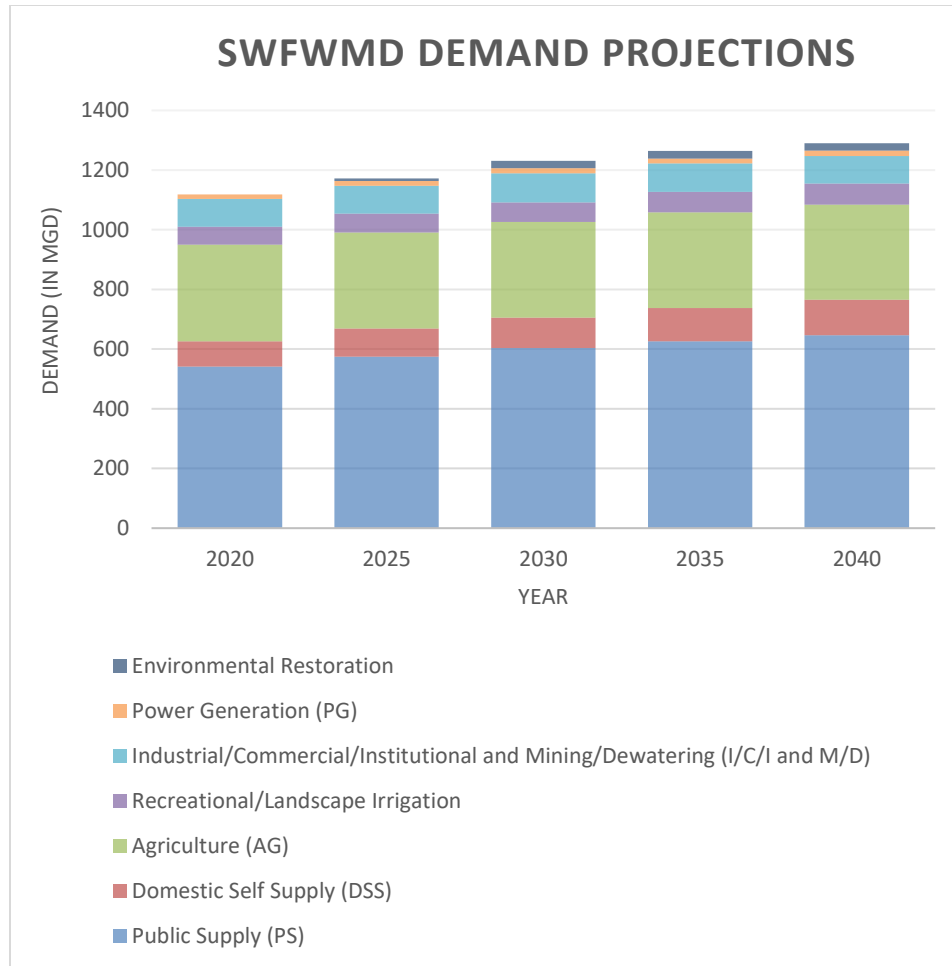
Inclusive of and extending beyond the corporate limits is the Town's utility service area boundary. This boundary represents areas currently served by the Town's utility system and areas that may be served in the future. This service area boundary encompasses approximately 17.01 Square miles. The Town's utility service area borders the utility service areas of the Town of Lake Hamilton and the City of Haines City to the north, the City of Winter Haven to the west, the City of Lake Wales to the south, and Polk County Utilities to the east.

The Town's utility service area is governed and permitted by the Southwest Florida Water Management District (SWFWMD). See Map 1 which reflects the Town's corporate limits and the utility service area boundary.

### ***Regional Demand Projections***

According to the 2021 Florida Department of Environmental Protection Regional Water Supply Planning Report, total water demand during 2020 within the SWFWMD was about 1,119 mgd (Figure 1).

By 2040, the SWFWMD expects total water demands to increase to approximately 1,265 mgd, which is nearly 13 percent more than the reported 2020 water demand. The SWFWMD estimates that public supply and agricultural irrigation will remain the two largest consumers of water resources, even though agricultural irrigation is projected to decrease by approximately 1.76 percent. The consumer category representing the largest expected change in demand is domestic self-supply, with an estimated 43% increase between 2020 and 2040. See Figure 1 below illustrating the projected consumer demands for water resources within SWFWMD between 2020 and 2040.



**Figure 1: SWFWMD Districtwide Demand Projections 2020-2040**

In response to projected demands, the SWFWMD has made concerted efforts to champion options to further protect and enhance water resources. Since 2005, 138.1 mgd of water has been made available through alternative water supply projects throughout the district. An additional 166.9 mgd is expected to be provided through implementation of future alternative water supply projects and efforts, for an estimated total of 305 mgd. Projects and efforts used to explore and implement alternative water sources include aquifer storage, water conservation, reclaimed water, brackish groundwater, surface water and surface water storage.

### ***1.4 Southwest Florida Water Management District and Southern Water Use Caution Area***

The Town is in an area that the SWFWMD identifies as the Southern Water Use Caution Area (SWUCA) (See Map 2). A water caution area is an area where existing and reasonably anticipated sources of water may not be adequate to supply water for all existing uses and anticipated future needs while sustaining water resources and related natural systems through the year 2025. In 2006, SWFWMD developed the SWUCA Recovery Strategy to respond to these concerns complying with Section 373.036 Florida Statutes. The SWFWMD proposed a program of natural system restoration, groundwater withdrawal reductions, and alternative source development projects to stabilize ground and surface water resources in the region. To ensure the health and availability of water resources within the SWUCA, Rule 40 D-2 F.A.C. states that the level of service (LOS) for water shall be equal to or less than 150 gallons per capita per day (gpcd).

### ***1.5 Central Florida Water Initiative (CFWI)***

The Central Florida Water Initiative (CFWI) is a collaborative water supply planning effort among the state's three largest water management districts, the Florida Department of Environmental Protection (DEP), the Florida Department of Agriculture and Consumer Services (DACS), water utilities, environmental groups, business organizations, agricultural communities, and other stakeholders.

The CFWI Planning Area covers five counties, including Orange, Osceola, Polk, Seminole and southern Lake (See Map 3). The boundaries of the three water management districts – St. Johns River Water Management District, South Florida Water Management District and Southwest Florida Water Management District – meet in an area known as the Central Florida Coordination Area (CFCA), which includes Polk County and within it, the Town of Dundee.

The purpose of the CFWI is to implement effective and consistent water resource planning through the Central Florida region. As part of the initiative, in 2020, the CFWI adopted an updated multi-district Regional Water Supply Plan to ensure the protection of water resources and related natural systems and identify sustainable water supplies for all water uses in the coordination area through 2040. The CFWI Regional Water Supply Plan (RWSP) adopted the Guiding Principles by:

- Identifying the sustainable quantities of fresh groundwater sources available for water supplies that can be used without causing harm to the water resources and associated natural systems



- Identifying water conservation savings which may be achievable by water users during the planning horizon
- Identifying water supply and water resource development options to meet reasonable and beneficial water demands that are in excess of the sustainable yield of fresh groundwater sources
- Protecting and enhancing the environment, including the natural resource areas and systems
- Providing information to support local government comprehensive plans
- Achieving compatibility and integration with other state and federal regional resource initiatives

Adoption of the Town's WSP must be consistent with the CFWI RWSP, be financially feasible and it must include the necessary provisions to ensure that potable water LOS standards are maintained for expected population growth.

### ***1.5 Polk County Regional Water Cooperative (PRWC)***

The Town of Dundee is part of the Polk Regional Water Cooperative (PRWC). This county-wide effort was established to bring the local governments within Polk County together to work in tandem to qualify for state and water management district funding to help pay for water resource projects to ensure adequate water supplies are available in the future. As a planning effort with a broad-based approach, the PRWC focuses on analyzing where alternative supplies are available and where demand is present. Priority projects identified by the PRWC correspond to those prioritized projects identified through the efforts of the CFWI.

Currently, the Polk Regional Water Cooperative is moving forward with two significant projects to enhance the availability of water in the region. The Southeast Wellfield and Water Supply Facility will utilize the Lower Florida Aquifer which is brackish and will require treatment via reverse osmosis. This project will deliver an extra 12.5 (MGD) to the region. The West Polk Wellfield and Water Supply Facility is a similar project, which will tap into the Lower Floridan Aquifer and is slated to provide up to 10 (MGD) per day.

## 1.7 Description of the Town's Water Supply System

### Water Sources

The primary source of water extraction for the Town is fresh groundwater from the Upper Floridan Aquifer (UFA). As with many communities, the Town's dependency on groundwater use has increased over the past several decades. Although water utilities in the region are increasingly implementing conservation measures and exploring alternative sources for public supply, Dundee's water source is still obtained exclusively from the UFA. SWFWMD's 2020 Regional Water Supply Plan indicates that approximately 42 percent of water available in the Heartland region will be from fresh groundwater sources by the year 2040. Limited options for alternative water supply exist within the Central Florida Heartland region. As a non-coastal area, desalination of water is still not a viable or feasible option.

### Potable Water System

The Town's public water supply system is regulated through the Florida Department of Environmental Protection (FDEP) while water use (water consumption) is permitted through the SWFWMD. Table 1 below provides the Town's permitting information. Additional information on the Town's permit conditions is provided in *Section 2.1, Water Service Area*.

**Table 1: Public Water System and Water Use Permits**

FDEP Public Water System (PWS)	WUP Permit No.	Permittee	Provider Type
6530485	5893.013	Town of Dundee	Potable Water

The Town's potable water distribution system is operated by the Town's Utilities Department, which operates and maintains the Town's water and sewer systems in compliance with all state and federal requirements. Annually, the Town presents a water quality report to inform all residents and businesses about the quality of water and services that are delivered daily.

As will be presented in more detail in Section 2, the Town is projected to see a significant population increase over the next ten- and twenty-year planning periods.

### System Facilities

The Town operates two (2) essential utilities which include a potable water and wastewater system. The systems are maintained and operated by the Town of Dundee's Public Work and

Utilities Departments in compliance with all state and federal requirements. Facilities include two (2) water treatment plants and one (1) wastewater treatment plant.

The potable water system includes components to pump and treat raw water extracted from the UFA. The treated, “finished” water is stored and re-pumped into the distribution system for potable consumption by the Town’s end users. The system also provides fire protection services which serve the Town and the greater utility service area.

The Town’s potable water system includes a total of six (6) operating public supply wells and two (2) ground water storage tanks (GST). The system is operated by six (6) high service pumps. Tables 1 and 2 provide detailed information about the Town’s facilities. See Map 4 for facilities locations.

**Table 2: Inventory of Wells**

Service Area	Well # (Name)	Well Diameter (inches)	Well Pump Capacity (GPM)	Well Depth (feet)	Pump Motor Horsepower
Town of Dundee	*Well #1	12	553,000	755	100
	Well #3	10	553,000	690	40
	Well #4	12	553,000	760	40
	Well #6	16	818,000	850	125
	Well #7	16	818,000	850	125
	Well #8	16	818,000	710	75

\*Well #1 Not in operation

**Table 2: Inventory of Water Treatment /Storage Facilities**

Storage	Location	Type	Total Design Capacity (MGD)
*Lake Ruth WTP	603 Lake Marie Blvd, Dundee, FL 33838		
Hickory Walk WTP	1501 Steward Rd. Dundee, FL 33838	GST	0.75
Riner WTP	625 Dundee Rd. Dundee, FL 33838	GST	0.25

\*Lake Ruth WTP is no longer in service

### ***Water Treatment Practices***

The Town treats raw ground water for Hydrogen Sulfide and organics by way of aerators and Cl2 12% bleach. The Town monitors its water treatment plants through a Supervisory Control & Automated Data Acquisition (SCADA) system and an OMNI process 24 hours a day, 7 days of the week.

### ***Wastewater and Reuse***

The Town's wastewater system is also regulated through FDEP under permit number FLA180416 (Expiration Date: April 5, 2025). It consists of a collection system, lift stations and transmission mains, as well as one wastewater treatment facility (WWTF), which has the capability to provide treated wastewater effluent for reuse. The Town's wastewater treatment effluent disposal capacities include a 0.316 Rapid Infiltration Basin. The Dundee Regional WWTF disposes of 0.13 MGD of reclaimed water to three rapid infiltration ponds.

### ***Water Use***

The Town's public water supply service area (10,925.9 acres) supports customers both inside and outside of the Town's corporate limits (See Map 1 for Service Area Boundary). As with many communities, the Town's dependency on groundwater use has increased over the past several decades. The Town is currently using approximately 797,208GPD. As part of its commitment to providing quality water to its customers, the Town also provides a water quality report to inform all residents and businesses about the quality of water and services that are delivered every day. As will be outlined in more detail in Section 2, the Town is projected to see considerable population growth over the next ten- and twenty-year planning periods.

## **SECTION 2: DATA AND ANALYSIS**

### ***2.1 Water Service Area***

Potable water is administered through a metered system serving both residential and non-residential users under an adopted LOS standard of 115 gallons per person per day (gpcd). The system is regulated and permitted by the FDEP and the SWFWMD. The Town's permitted maximum flow (design capacity) for water extraction (as regulated through FDEP) is 2,690,000 gallons per day (gpd). The Town's current permitted capacity for water use by the SWFWMD is 917,500 gpd. In 2022, the Town renewed its water use permit, which was issued with an expiration date of September 6, 2032.

Table 3 outlines the Town's permitted capacity and current metered connections under the active WUP.

**Table 3: Town of Dundee’s Existing Potable Water Customers**

FDEP Public Water System (PWS)	WUP Permit No.	Permittee	Provider Type	WUP Permitted Capacity	Number of Residential Meters*	Number of Commercial/ Industrial/ Recreational Meters*
6530485	5893.013	Town of Dundee	Potable Water	917,500 GPD	2,039	241

\*Data Source: Town of Dundee 2015 Public Supply Annual Report

## ***2.2 Population Information and Water Demand Projection***

### ***Historic Water Use by Sector***

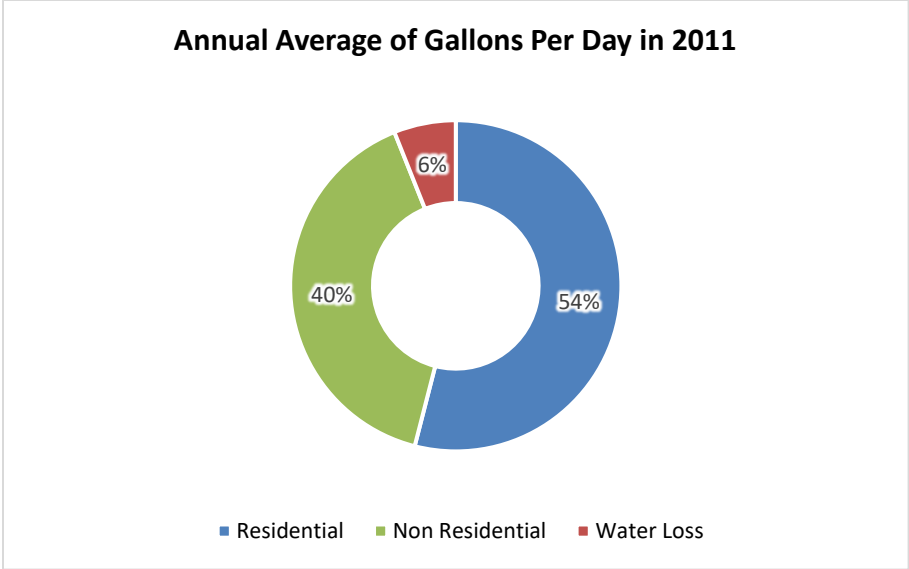
Planning for future water supply requires an understanding of past water use and the factors that influence future use over time. This section presents historical water use based on the 2011 and 2015 Town of Dundee’s Public Supply Annual Reports (PSARs).

As expected, single family residential water use represents the greatest per capita/per day consumption rate, with mobile home uses (which are generally similar to single family residential uses) and residential irrigation being the next highest users. The amount of documented water loss in the Town’s system according to the 2015 PSAR, is 27,630 gpd, which is less than 5 percent of the Town’s total reported water use.

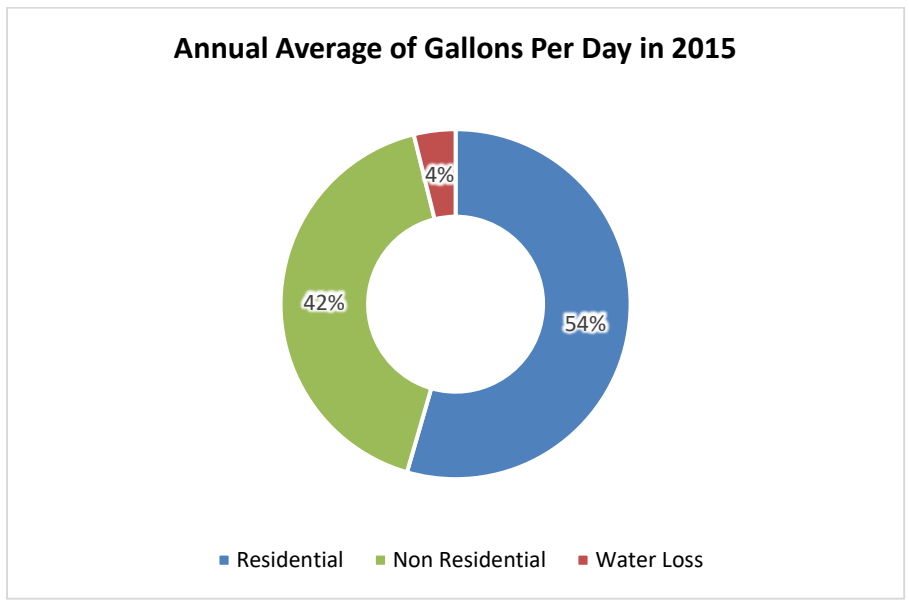
### ***Growth Patterns and Potable Water***

In 2020, the University of Florida’s Bureau of Economic and Business Research (BEBR) estimated a Town population of 5,235 persons, which is an increase of 1,518 persons compared to the 2010 Census (3,717 persons). Based on the size of the Town’s public water supply service area there is an even larger population demand. In 2020, the SWFWMD estimated a population of 5,583 persons. Population projections from 2020 to 2040 are outlined in Section 2. of this document.

Figures 2 and 3 reflect the Town’s general percentage use of potable water for residential and non-residential users, for 2011 and 2015.



**Figure 2: Historic Potable Water Use in 2011**



**Figure 3: Historic Potable Water Use in 2015**

### ***5-year per Capita Demand***

A calculation of the average per capita demand for potable water is necessary to monitor potential negative impacts on water resources and to ensure consumption rates do not exceed the Town's adopted LOS standard (115 gpcd) or the maximum 150 gpcd within the SWUCA. The average per capita demand is calculated based on the reported average daily water demand and the total consumption as measured by the Town's functional population. The functional population is defined as the total consuming end user, which includes permanent residents, seasonal residents, tourists, and net commuters as established by the SWFWMD. Table 4 outlines the 5-year per capita water demand.

**Table 4: 5-Year Per Capita Water Demand**

<b>Service Area</b>	<b>Year</b>	<b>Adjusted Per Capita Demand (GPCD)*</b>
<b>Town of Dundee</b>	2018	108
	2019	108
	2020	122
	2021	108
	2022	114
<b>5-year average per capita demand</b>		112

*\*Data source: Town of Dundee Public Supply Annual Report*

As shown in Table 4, the Town is generally operating within its adopted LOS of 115 gpcd. Based on the Town's PSARs from 2022 the Town's 5-year average demand is 112 gpcd.

### ***Population Projection***

Population projections used in this document are based on a methodology developed by the SWFWMD. The SWFWMD uses medium projections disaggregated to land parcel level using a GIS methodology. The functional population figures are used to reasonably estimate the potential impacts on future potable water demands. A twenty-year projection of the functional population, using the SWFWMD figures is provided in Table 5. 2020 is considered the base year consistent with the SWFWMD 2020 RWSP.

**Table 5: Functional Population Projections of Dundee (2020-2040)**

Year	Functional Population*
2020	5,583
2025	6,421
2030	7,183
2035	8,046
2040	8,932

\* Data source: SWFWMD 2020 RWSP

### 2.3 Projected Annual Growth Rates

The projected functional population annual growth rates from 2020 to 2040 for the Town of Dundee are shown in Table 6 and Figure 5. In the immediate ten-year period from 2020-2030, the functional population is projected to increase from 5,583 to 7,183, reflecting an annual growth rate of 2.5 percent. Over the twenty-year period (2020-2040), the functional population is projected to increase from 5,583 to 8,932, reflecting an annual growth rate of 2.3 percent. The projected growth rates shown here, which do not include any future land acquisitions (*i.e.*, Town annexations), reflect a moderately-high growth rate over the ten- and twenty-year planning periods.

**Table 6: Projected Functional Population Annual Growth Rates**

Town of Dundee Projected Annual Growth Rates									
Year				2020-2025		2020-2030		2020-2040	
2020	2025	2030	2040	%Change	Annual Growth Rate	%Change	Annual Growth Rate	%Change	Annual Growth Rate
5,583	6,421	7,183	8,932	15	2.8	28.66	2.5	60	2.37



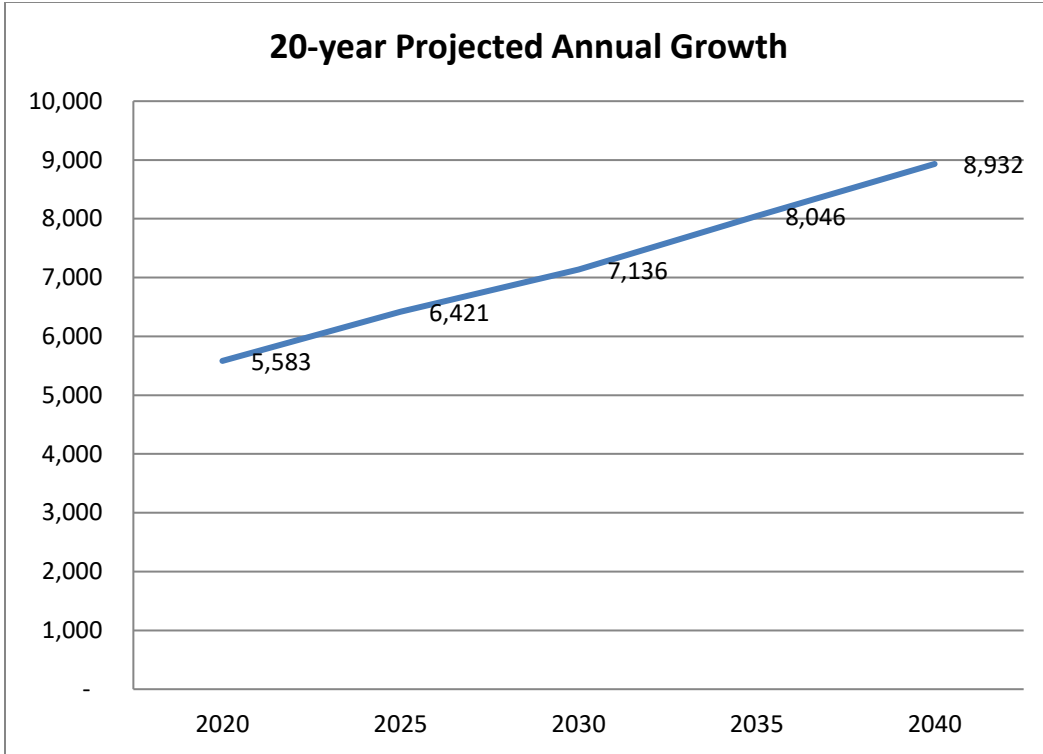


Figure 4: Projected Annual Growth

Table 8 outlines projected water demand to permitted water supply based on functional population projections using the Town's 5-year average demand (112 gpcd) as the multiplier.

**Table 8: Projected Water Demand – 5-Year Average Consumption Rate (2020-2040)**

	2020	2025	2030	2035	2040
<b>Functional Population</b>	5,583	6,421	7,183	8,046	8,932
<b>Average Per Capita Demand (GPCD)*</b>	112	112	112	112	112
<b>Projected Average Demand (GPD)</b>	625,296	719,152	804,496	901,152	1,000,384
<b>WUP Permitted Capacity (GPD)**</b>	917,500	917,500	917,500	917,500	917,500
<b>Surplus (Deficit) Demand (GPD)</b>	292,204	198,348	113,004	16,348	-82,884
<b>Demand % of Permitted Capacity</b>	68.15	78.38	87.68	98.21	1.090

The projections in Table 8 reveal a daily demand of 804,496 gpd by 2030 (ten-year period) and 1,000,384 gpd by 2040 (twenty-year period). Considering the Town's permitted capacity of 917,500 gpd (based on current WUP,) the Town is anticipated to meet projected growth demands in the ten-year but will face a deficit looking out to the 2040 planning horizon. Based on these findings, the town will continue to explore water re-use options and evaluate current and future projects in coordination with the SWFWMD, the CFWI and the Polk Regional Water Cooperative to assist with additional supply capacity.

## SECTION 3: GOALS, OBJECTIVES, AND POLICIES

To promote long-term water resource planning and assure that adequate supplies are available to meet future water demands, the Town recommends goals, objectives, and policies, which are included in the Infrastructure, Conservation, Intergovernmental Coordination and Capital Improvements Elements of the Town's Comprehensive Plan.

### ***3.1 Water Conservation and Water Reuse***

The Town of Dundee will continue to promote water conservation and reuse in the service area. To date, the Town has implemented several water conservation regulations and initiatives consistent with SWFWMD's requirement for implementation of a water conservation plan. Dundee will continue conservation effort through the following:

- Conduct audits of the municipal water system to determine areas that may need repairs or contributing to increased water consumption through leaking pipes and prioritize accordingly.
- Require the use of Florida Friendly landscaping techniques for all new development and continuous promotion of all new automatic landscape irrigation systems to be fitted with properly installed automatic shutoff devices.
- Participate in the Florida Water Star program, which provides up to \$350,000 in rebates countywide to builders who participate in a voluntary certification program.
- Educate residents in water conservation and best practices through public education printed and on the Town's website.
- Public education printed and website.
- Promotion of low-flow toilets.
- Line Breaks are set at high priority and fixed promptly.

Additionally, the Town will continue to coordinate water conservation efforts with the SWFWMD, the CFWI, and the PRWC to ensure that proper strategies are being utilized. The Town will also continue to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation in a cost-effective and environmentally sensitive manner.

### ***3.2. Intergovernmental Coordination***

The Town continues to coordinate with Polk County regarding water resource issues, including coordination on water supply plans. The Town also recognizes its partnership and intergovernmental coordination with the CFWI, and the PRWC.

As part of the PRWC, Dundee is part of an inter-municipal effort to seek state funding for projects to take care of public supply needs in the next twenty years. The estimated cost of the projects is \$620 million and would produce at least 42 million gallons per day. Dundee is part of a group of municipalities that is currently working to reduce water consumption through a variety of conservation programs, which include toilet rebates and financial assistance with installation costs, rebates for landscaping of new development projects to reduce water use and information on improved irrigation projects. Finally, as part of the SWFWMD permitting requirements, the Town is required to complete a Public Supply Annual Report which documents and provides updates on water demands and facilities information for water use permit compliance and maintenance purposes.

### ***3.3. Capital Improvements***

The Town continues to monitor, update, and improve its potable water system with the goal of providing an efficient and safe water supply for its customers. The Town will continue to upgrade facilities and infrastructure as needed to ensure peak operation of its utility facilities.

The Town has identified several improvements in its Capital Improvement Plan for FY 2022/2023 to FY 2026/2027. A total amount of \$24,072,626 is identified for both water and wastewater facility improvements. Potable water, distribution and collection system improvements include water treatment upgrades, ground storage tank repairs, water main upgrades, line, valve, and meter replacements. Project funding in the first two years (through FY 2023/2024) totals \$5,902,414. Wastewater improvements include a storage building, updates to the wastewater master plan, headworks expansion, septic tank elimination projects, and improvements to the plant worth \$5,463,000, with \$1,263,000 programmed through FY 2023/2024.

## SECTION 4: CONCLUSION

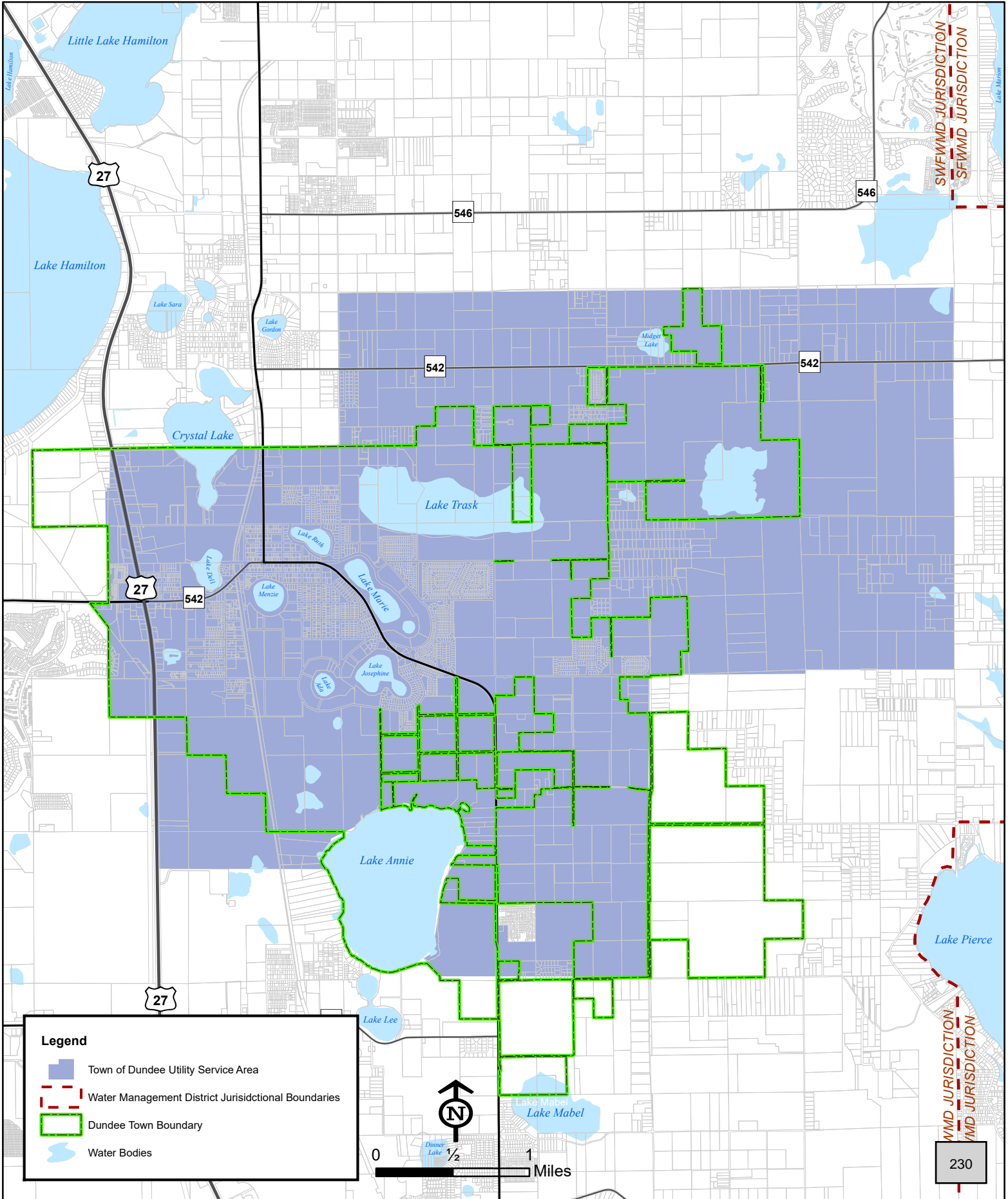
### ***4.1 Conclusion***

The Town of Dundee maintains and operates a potable water (utility) system serving users both inside and outside of the current Town limits. The Town system also operates within the boundary of the Southern Water Use Caution Area (SWUCA). As mentioned, the requirements under the SWUCA state that the Level of Service (LOS) standard for water must be lower than 150 gpcd. The Town's adopted LOS for water consumption is 115 gpcd. Based on reported consumption rates from 2018 to 2022, the Town's 5-year average demand is 112 gpcd.

Both the current LOS and the Town's 5-year average demand are below the SWUCA limitation of 150 gpcd. Currently, the Town's utility is permitted to distribute 917,500 GPD. The current average demand for potable water service is approximately 625,296 GPD, leaving an available capacity of 292,204 GPD. While the Town is expected to meet demands through the 10-year planning period (2030), findings reflect there will be a deficit through the 2040 planning horizon (See Table 8). Through continued efforts in coordination with the SWFWMD, the CFWI and the Polk Regional Water Cooperative, additional sources of water may be available to help meet additional needs by the 2040 planning horizon. The Town will continue its conservation efforts through all available resources and continue to upgrade its facilities when and where improvements are needed to ensure a quality water supply system is maintained.

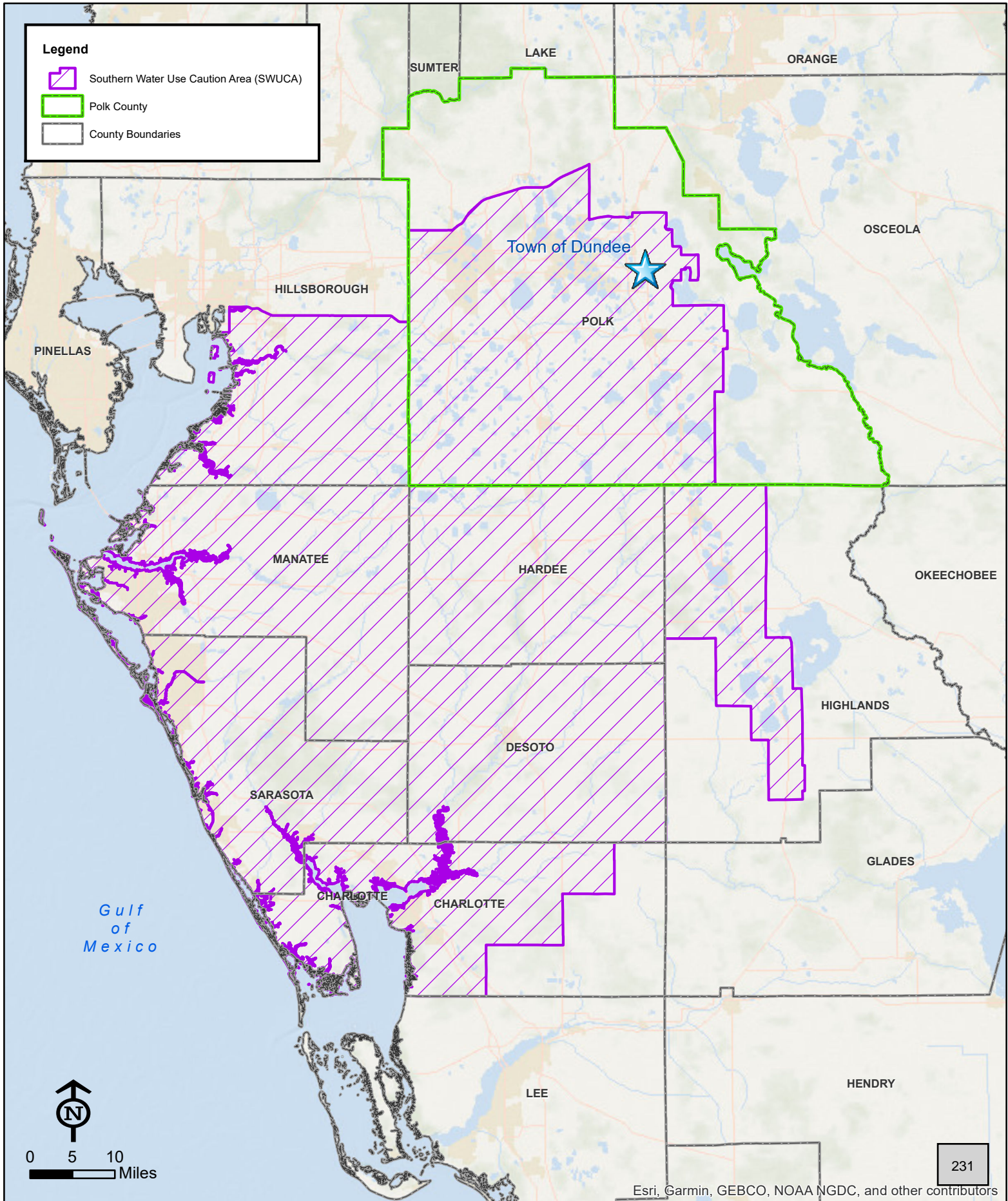
# Map 1 UTILITY SERVICE AREA

Item 5.

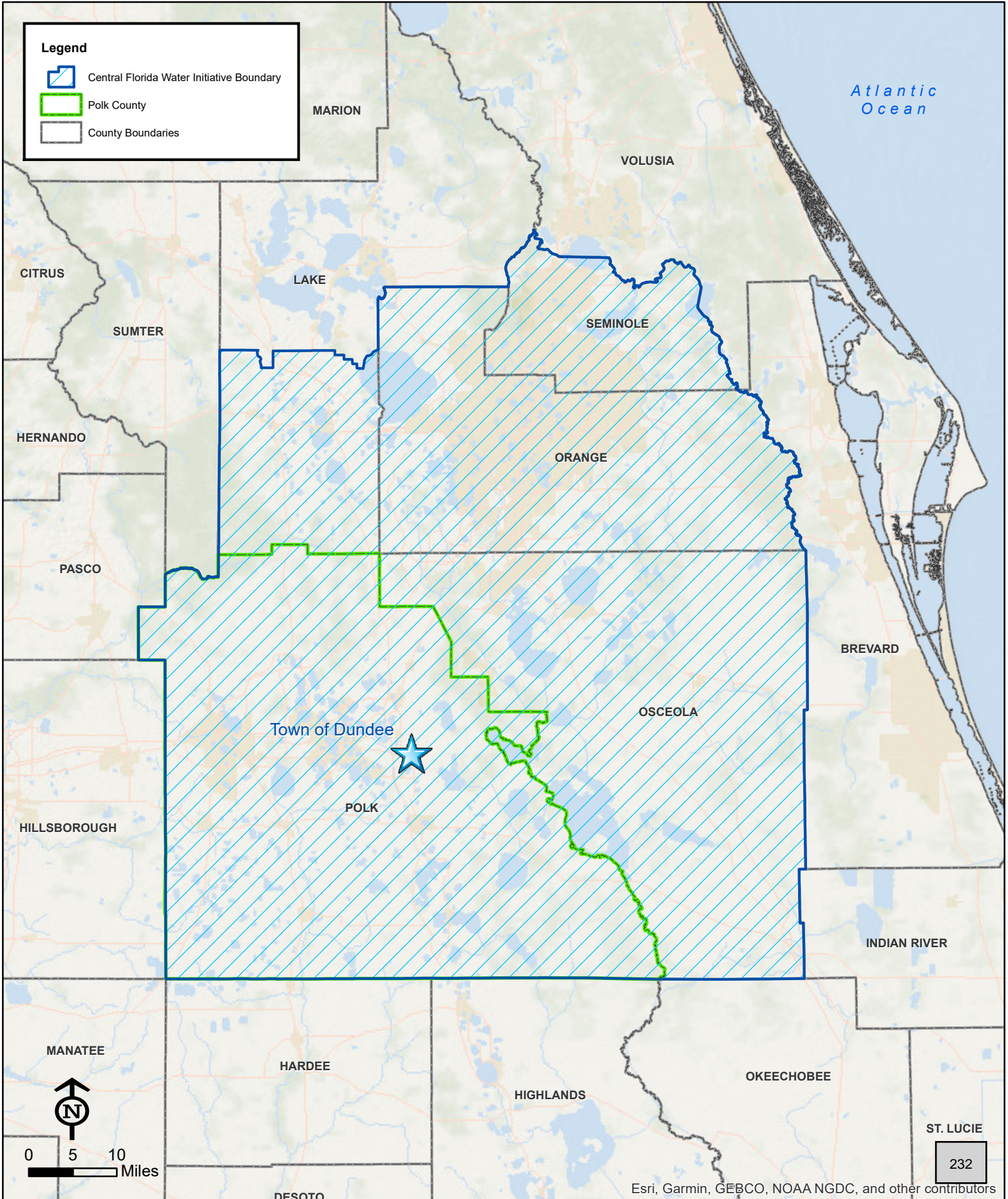


# Map 2 SOUTHERN WATER USE CAUTION AREA

Item 5.

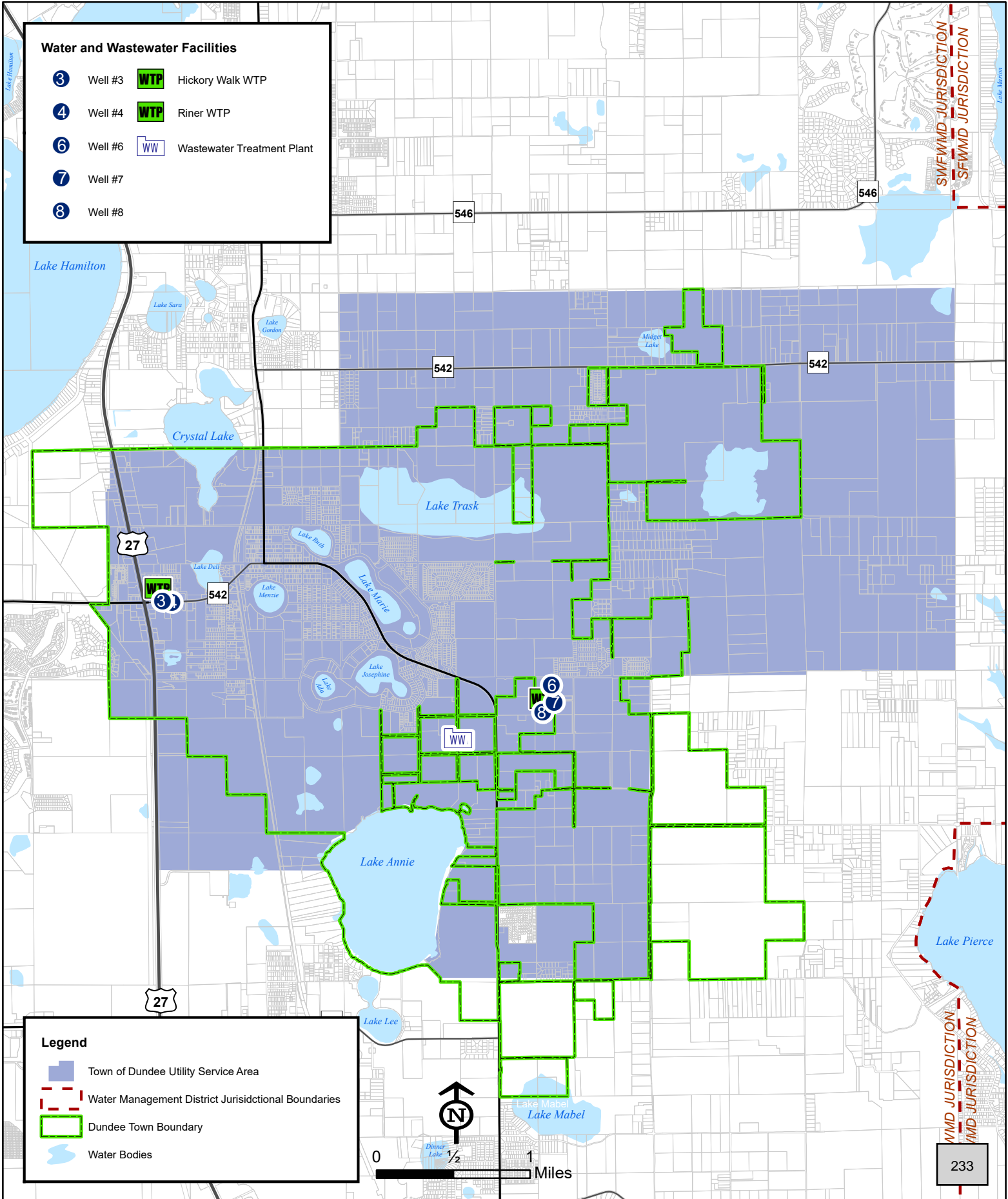


# CENTRAL FLORIDA WATER INITIATIVE (CFWI)





# WATER & WASTEWATER UTILITY FACILITIES





# TOWN COMMISSION MEETING

May 14, 2024 at 6:30 PM

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<b>AGENDA ITEM TITLE:</b>	DISCUSSION & ACTION, RESOLUTION 24-07 TPO APPORTIONMENT PLAN
<b>SUBJECT:</b>	Town Commission will consider approval of Resolution 24-07
<b>STAFF ANALYSIS:</b>	This resolution endorses the membership apportionment plan for the Polk Transportation Planning Organization and supports the amended interlocal agreement
<b>FISCAL IMPACT:</b>	None
<b>STAFF RECOMMENDATION:</b>	Staff recommends approval
<b>ATTACHMENTS:</b>	Resolution 24-07 TPO Membership Apportionment Plan TPO Resolution 2023-12 TPO Interlocal Agreement Amendment to the TPO Interlocal Agreement

**RESOLUTION 24-07****A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA ENDORSING THE MEMBERSHIP APPORTIONMENT PLAN FOR THE POLK TRANSPORTATION PLANNING ORGANIZATION AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED INTERLOCAL AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Section 134 of Title 23 of the United States Code and Section 339.175 of Florida Statutes requires the designation of metropolitan planning organizations (MPO) in urbanized areas, as defined by the US Bureau of the Census; and

**WHEREAS**, the Polk Transportation Planning Organization serves as the MPO for the Lakeland and Winter Haven Urbanized Areas and is the agency designated to conduct a continuing, coordinated, and comprehensive transportation planning process; and

**WHEREAS**, the Governor has requested the Polk Transportation Planning Organization (TPO) to submit a Membership Reapportionment Plan that is based on the 2020 Census and consistent with federal and state requirements; and

**WHEREAS**, Section 339.175 of the Florida Statutes describes the membership of the MPO, including the authority of the Governor to apportion membership based on agreement with local governments, geographic location and equitable population distribution; and

**WHEREAS**, the Polk TPO endorsed its current membership structure as the best means to maximize local government participation in the TPO planning process; and

**WHEREAS**, the Polk TPO has prepared a Membership Apportionment Plan using the results of the 2020 Census, and this Plan demonstrates that the proposed membership structure apportions voting members on an equitable geographic-population basis; and

**WHEREAS**, under the MPO designation procedure, member local governments are required to adopt a resolution accepting or rejecting the proposed reapportionment; and

**WHEREAS**, federal and state laws require the member local governments to enter into an interlocal agreement with the Florida Department of Transportation to create a MPO and delineate provisions for its operation; and

**WHEREAS**, the current Interlocal Agreement for Creation of the Polk Transportation Planning Organization was executed on July 10, 2014; and

**WHEREAS**, there will be a need to update this Interlocal Agreement to reflect the new Membership Apportionment Plan based on the 2020 Census and new federal provisions for the MPO planning process.

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

1. That the Town of Dundee endorses the TPO Membership Apportionment Plan approved by the TPO Board on October 12, 2023, and as listed below:

<u>JURISDICTION</u>	<u>VOTING MEMBERS</u>
Polk County Board of County Commissioners	Five (5)
City of Lakeland	Six (6)
City of Winter Haven	Three (3)
City of Auburndale	One (1)
City of Bartow	One (1)
City of Haines City	Two (2)
City of Lake Wales	One (1)
City of Lake Alfred	One (1)
City of Davenport	One (1)
City of Fort Meade	One (1)*
City of Mulberry	One (1)*
City of Frostproof	One (1)*
Town of Dundee	One (1)**
City of Eagle Lake	One (1)**
City of Polk City	One (1)**
Town of Lake Hamilton	One (1)**

\*Alternate Voting Membership – South County Bloc

\*\*Alternate Voting Membership – Central County and Ridge Bloc

2. That the Town of Dundee authorizes its Mayor to execute the Amended Interlocal Agreement for the Creation of the Polk Transportation Planning Organization pending the Governor’s approval of the Membership Apportionment Plan.
3. This Resolution shall be effective immediately upon passage by the Town Commission.

**READ, PASSED AND ADOPTED** at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 14th day of May, 2024.

**TOWN OF DUNDEE**

\_\_\_\_\_  
Samuel Pennant, Mayor

ATTEST WITH SEAL:

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

Approved as to form:

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

# MEMBERSHIP APPORTIONMENT PLAN

Polk Transportation Planning Organization

**Adopted**  
**October 12 , 2023**



Polk Transportation  
Planning Organization

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## Introduction

Federal laws and regulations require metropolitan planning organizations (MPOs) to be designated for each urban area with a population greater than 50,000 people [23 CFR 450.310(a), 23 USC 134(d)]. This designation is accomplished by agreement between the Governor and the affected units of local government. The federal rules allow the states and units of local government to largely determine the specific composition of the MPOs. In Florida, Section 339.175, Florida Statutes, provides the requirements for MPO membership composition and apportionment of the voting membership. Pursuant to these state and federal rules, the Polk Transportation Planning Organization was created in 1977.

After each decennial census, MPOs must review the composition of their membership and metropolitan planning area (MPA) boundaries and submit an Apportionment Plan to the Florida Department of Transportation (FDOT) and Florida Governor's Office that meets state and federal requirements. Apportionment Plans must include population data (total MPO area population and the urban area population within all Census designated urban areas with more than 50,000 people), current and proposed membership, and an MPA boundary map. In addition, when preparing an apportionment plan, MPOs must ensure there is an equitable geographic-population ratio basis for allocating membership to the board.

On May 16, 2023, the FDOT announced the start of the MPO Apportionment Process and have given MPOs 180 days to submit their apportionment plans to FDOT. Based on this requirement, all MPOs must submit their apportionment plans by November 14, 2023. The Polk TPO has prepared this Apportionment Plan in response to these requirements.

## Urbanized Area Population

According to the 2020 Census, the total population of Polk County as of April 1, 2020, was 725,046, with nearly 90% of its residents now living in an urban area. The majority of these residents (73%) reside in Polk County's largest urbanized areas - the Lakeland and Winter Haven Urbanized Areas. Another 10% live in the Four Corners and Poinciana Urbanized Areas. Portions of Four Corners and Poinciana extend into Osceola and Lake counties. The populations reported for these areas include Polk County residents only. There are four (4) smaller urban areas in Polk County under 50,000 in population which include Poinciana Southwest, Bartow, Frostproof and Fort Meade. There are 78,919 (10.9%) people in Polk County that do not reside in an urban area. See Table 1 and the Polk County Urbanized Areas Map shown in Figure 1 and included in the Appendix for more information.

In terms of the distribution of population across Polk County, eastern Polk County now exceeds western Polk County in urbanized area population. This has been an ongoing trend since the 2000 Census with nearly 350,00 people now residing in the eastern portion of the county, and nearly 300,000 residents in the western part of the county. Also, another change since the 2010 Census includes the removal of Bartow from the Lakeland Urbanized Area. The Census now classifies Bartow as a stand-alone urban area.

Looking beyond Polk County, there are three (3) large urban areas in Kissimmee, Orlando, and the Tampa/St. Petersburg Urbanized Areas with a combined population of more than 5 million residents. In several locations, these urbanized areas meet Polk County’s boundary. Likewise, a very small portion of the Lakeland Urbanized Area extends into Hillsborough County.

**Table 1. Polk County Urban Areas**

Urbanized Area	2020 Population	Percent
Lakeland	277,568	38%
Winter Haven	253,251	35%
Four Corners	49,162	7%
Poinciana	19,266	3%
Poinciana SW	16,966	2.3%
Bartow	16,948	2.3%
Frostproof	8,092	1.1%
Fort Meade	4,874	0.6%
<b>Subtotal</b>	<b>646,127</b>	<b>89.1%</b>
Polk County – Non-Urbanized Area	78,919	10.9%
<b>Total</b>	<b>725,046</b>	<b>100%</b>

**Metropolitan Planning Area and TPO Population**

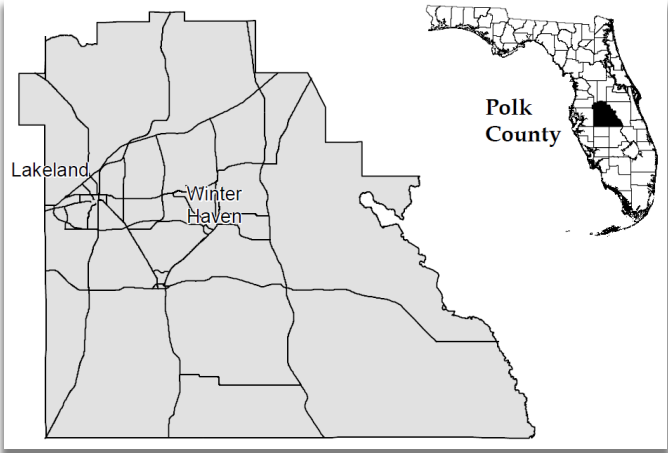
As part of the Membership Apportionment Process, MPOs must define their Metropolitan Planning Area (MPA) and Planning Area Population. The boundaries of the MPA are determined by agreement between the MPO and the Governor and, at minimum, encompass the entire existing urban area (as defined by the Census Bureau) plus the contiguous area expected to become urban within a 20-year forecast period (23 CFR 450.312).



Figure 1. depicts the Urbanized Areas for Polk County as published by the US Bureau of the Census. A more detailed map can be found in the appendix of this report. As part of the 2020 Census, two (2) new urbanized areas over 50,000 in population were created in Polk County consisting of Four Corners and Poinciana. Portions of these urbanized areas extend into neighboring Lake and Osceola Counties. The two (2) largest urbanized areas in Polk County consist of the Lakeland and Winter Haven Urban Areas. The corresponding Metropolitan Statistical Area (MSA) includes all of Polk County. Therefore, the Polk TPO has defined its Metropolitan Planning Area to include the entirety of Polk County, the MSA.

• **Metropolitan Planning Area Description:**

Considered the “crossroads of central Florida”, Polk County is bounded by ten counties. It is the fourth largest county in Florida at 2,011 square miles. There are seventeen municipalities and Polk County is the ninth most populous county with 725,046 residents. Polk County serves as an important freight and logistics center for the region and the state and is home to Florida’s only Intermodal Logistics Center. Polk County is one of five counties (Pinellas, Hillsborough, Polk, Osceola and Orange) in the emerging central Florida “megaregion” along the Interstate 4 corridor.



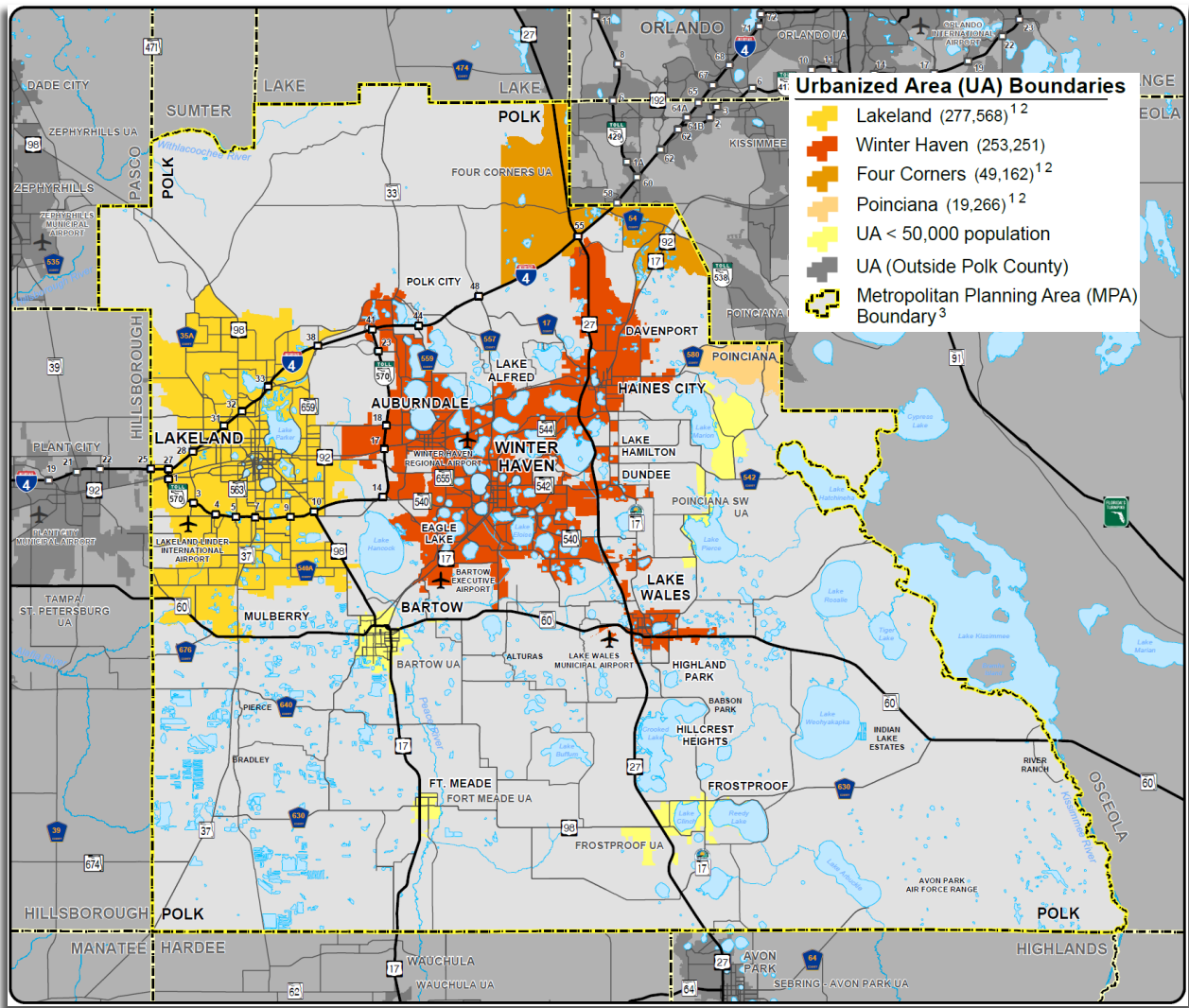
**Table 2. MPO Population**

Polk TPO Area Population		
MPA Area	2010 Population	2020 Population
Polk County	602,095	725,046



Between 2010 and 2020 Polk County’s population increased by 122,951 (20.4%).

Figure 1. Polk County 2020 Urbanized Areas & Metropolitan Planning Area



### Current Voting Membership

The Polk TPO’s current Membership Apportionment Plan was adopted by the Polk TPO Board on December 12, 2013. The TPO currently has 19 voting members representing 16 jurisdictions. These members are apportioned as follows:

Table 3. Current Voting Membership

Local Government	Voting Members
Polk County Board of County Commissioners	5
Lakeland	6
Winter Haven	2

Local Government	Voting Members
Haines City	1
Bartow	1
Lake Wales	1
Auburndale	1
<b>South County Bloc</b>	
Fort Meade	1
Mulberry	
Frostproof	
<b>East County Bloc</b>	
Lake Alfred	1
Dundee	
Davenport	
Eagle Lake	
Polk City	
Lake Hamilton	
<b>Total</b>	

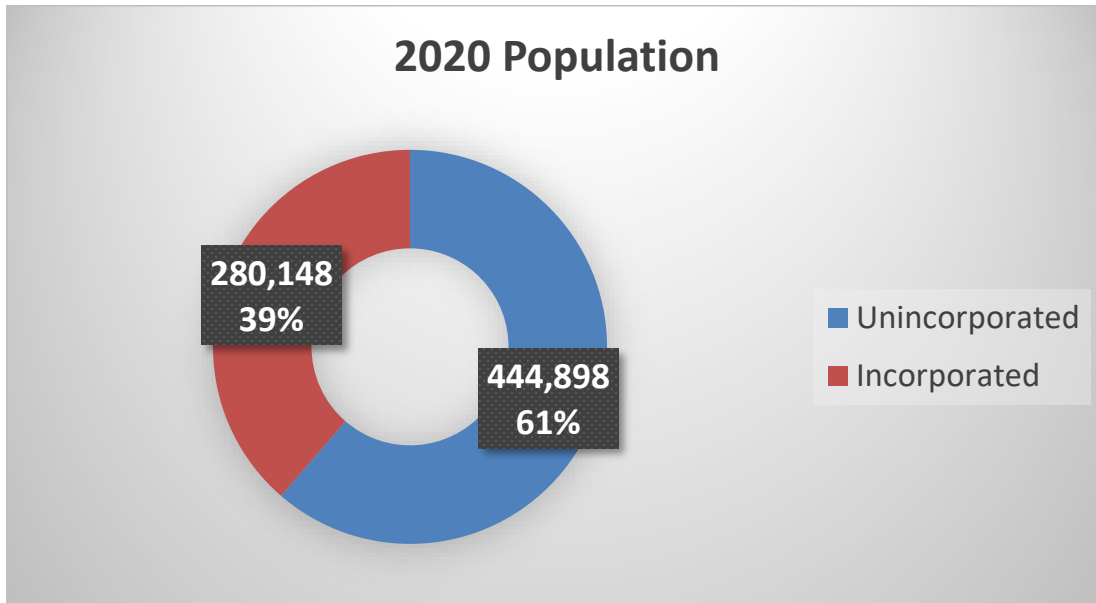
Section 339.175(3)(a), Florida Statutes, allows MPO (or TPO) members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area that do not have members on the MPO. Going back to the 2000 Apportionment Plan, a goal of the TPO has been to maximize the local government participation in the TPO planning process. As a result, and to provide more direct representation for smaller municipalities, the current voting membership includes alternate voting memberships for a South County Bloc and an East County Bloc consisting of nine (9) municipalities. The cities that comprise these voting blocs share a voting membership on the TPO Board.

This shared voting membership is rotated among the respective cities on an annual basis. In the year that a city has not been assigned the voting membership, its representative may serve as an alternate voting member. Alternate voting members may vote at a TPO Board Meeting when the voting member for the same bloc is not present. Additionally, city representatives serve as non-voting members when their city has not been assigned a voting membership for a particular year. The city representatives within a voting bloc are invited to participate in all TPO Board Meetings as voting, alternate or non-voting members.

## Incorporated/Unincorporated Population

As reported by the Census, Polk County’s total population was 725,046. This total includes 444,898 residents in unincorporated Polk County (61%) and 280,148 persons residing in municipalities (39%). See Figure 2.

**Figure 2. 2020 Population by Incorporated Area**



The Polk County Board of County Commissioners are elected at-large within Polk County, and County Commissioners, therefore, are considered to be representatives of the entire county as they serve on the TPO Board. It is appropriate for all five (5) County Commissioners to serve as voting members since almost two-thirds of the county’s residents live in unincorporated areas. Moreover, Florida Statutes do not allow county commission members to comprise less than one-third of the MPO membership unless there are more than 15 members (and all county commissioners are members).

## Municipal Population and Representation

There are 17 municipalities in Polk County. Table 4 identifies the year 2020 Census population for these municipalities and identifies those cities currently represented on the TPO Board. The cities shaded in blue are a part of the Lakeland Urbanized Area, while those shaded in red are in the Winter Haven Urbanized Area. As mentioned earlier, there are two (2) new urbanized areas in Polk County created in 2020 consisting of Four Corners and Poinciana. Portions of these urbanized areas extend into neighboring Lake and Osceola counties. However, these new

urbanized areas do not contain any municipalities in Polk County. Therefore, the elected at-large County commissioners represent these areas.

**Table 4. 2020 Municipal Population and Representation**

Municipality	2020 Population	Percent of Municipal Population	TPO Member
Lakeland	112,641	40.2%	Yes
Winter Haven	49,219	17.5%	Yes
Haines City	26,669	9.5%	Yes
Bartow	19,309	6.9%	Yes
Lake Wales	16,361	5.8%	Yes
Auburndale	15,616	5.6%	Yes
Davenport	9,043	3.2%	Yes
Lake Alfred	6,374	2.3%	Yes
Dundee	5,235	1.9%	Yes
Fort Meade	5,100	1.8%	Yes
Mulberry	3,952	1.4%	Yes
Eagle Lake	3,008	1.1%	Yes
Frostproof	2,877	1.0%	Yes
Polk City	2,713	0.9%	Yes
Lake Hamilton	1,537	0.5%	Yes
<b>Subtotal</b>	<b>279,654</b>	<b>99.8%</b>	
Highland Park	251	0.1%	No
Hillcrest Heights	243	0.1%	No
<b>Subtotal</b>	<b>494</b>	<b>0.2%</b>	
<b>Total</b>	<b>280,148</b>	<b>100%</b>	<b>-</b>

With the exception of Hillcrest Heights and Highland Park, the Polk TPO's current composition includes all of the municipalities as member jurisdictions. These cities represent nearly 100% of the total municipal population in Polk County.

According to the Census nearly all of Polk County's municipalities increased in population since 2010, with the exception of Fort Meade and Frostproof. Cities with the most significant increases in population for 2020 include Winter Haven and Haines City. In addition, the combined population of the municipalities comprising the East County Bloc grew substantially with the City of Davenport contributing to most of this increase. Table 5 illustrates these

changes when applying the 2020 population per TPO member to the current membership structure. In particular, the cities of Winter Haven and Haines City, along with the East County Bloc, demonstrate a much higher population per member than the other cities. For example, Auburndale has a population per member of 15,616, while Haines City is 26,669 per member. This is a difference of over 11,053. As a result, the 2020 Census populations as applied to the Polk TPO’s current membership structure demonstrate an imbalance in terms of the population per TPO Board member for several municipalities.

**Table 5. 2020 Municipal Population and Population per TPO Member**

Municipality	2020 Population	Number of TPO Members	Population per TPO Member
Polk County	444,898	5	NA
Lakeland	112,641	6	18,774
Winter Haven	49,219	2	24,610
Haines City	26,669	1	26,669
Bartow	19,309	1	19,309
Lake Wales	16,361	1	16,361
Auburndale	15,616	1	15,616
<b>South County Bloc</b>			
Fort Meade	11,929	1	11,929
Mulberry			
Frostproof			
<b>East County Bloc</b>			
Davenport	27,910	1	27,910
Lake Alfred			
Dundee			
Eagle Lake			
Polk City			
Lake Hamilton			

## Proposed Voting Membership

In preparing the apportionment plan, MPOs must ensure there is an equitable population distribution in allocating membership to the board. As discussed earlier, Haines City, Winter Haven and the East County Bloc experienced significant growth since the 2010 Census and now have a much higher number of residents per TPO Board member in comparison to the other municipalities. This has created an imbalance in terms of the population per TPO Board member for these municipalities within the current membership structure.

Another important point to consider in the apportionment discussion is the change in Section 339.175 (3)(a), Florida Statutes, that now allows MPO boards a maximum number of 25 members. This is a significant change since the Polk TPO's last apportionment plan was approved in 2013. Prior to this change, MPO boards, were limited to 19 members serving on an MPO board, which was the case for the Polk TPO. Therefore, the Polk TPO now has the ability to add additional members to the Board if it desires.

**Proposed Voting Membership** The Polk TPO proposes to raise the total voting membership of the TPO from 19 to 23 members. These four (4) additional members would be apportioned as follows: the City of Winter Haven receiving one (1) additional member, along with the City of Haines City also receiving one (1) additional member. Additionally, the cities of Davenport and Lake Alfred would each receive one (1) member. These two cities have the highest populations among the nine (9) cities that represent the TPO's shared voting blocs. By moving Davenport and Lake Alfred out of the East County Bloc it will reduce the population per member of this bloc from 27,910 to 12,493 which is more consistent with the average population per member of the other municipalities. This change will also increase the frequency of the shared voting membership rotated among the respective municipalities in the East County Bloc, which under the current membership plan is once every six (6) years based on there being six (6) municipalities in the voting bloc. Lastly, and as part of this move, the TPO proposes renaming the East County Bloc to the Central County and Ridge Bloc to better describe the cities comprising this voting bloc. The South County Bloc remains unchanged.

**Table 6. Proposed Voting Membership**

Local Government	2020 Population	Number of Members	Population per Member
Polk County	444,898	5	NA
Lakeland	112,641	6	18,774
Winter Haven	49,219	3	16,406
Haines City	26,669	2	13,334
Bartow	19,309	1	19,309
Lake Wales	16,361	1	16,361
Auburndale	15,616	1	15,616
Davenport	9,043	1	9,043
Lake Alfred	6,374	1	6,374
Alternate Voting Membership			
South County Bloc			
Fort Meade	11,929	1	11,929
Mulberry			
Frostproof			
Central County and Ridge Bloc			
Dundee	12,493	1	12,493
Eagle Lake			
Polk City			
Lake Hamilton			
Total Number of TPO Board Members			23
Average Population per Member			13,963

Table 6 demonstrates that the proposed membership structure apportions members on an equitable geographic-population ratio basis with the average population per member for the municipalities on the TPO being 13,963.








Polk County  
Transportation  
Planning Organization

# Polk County 2020 Urbanized Areas

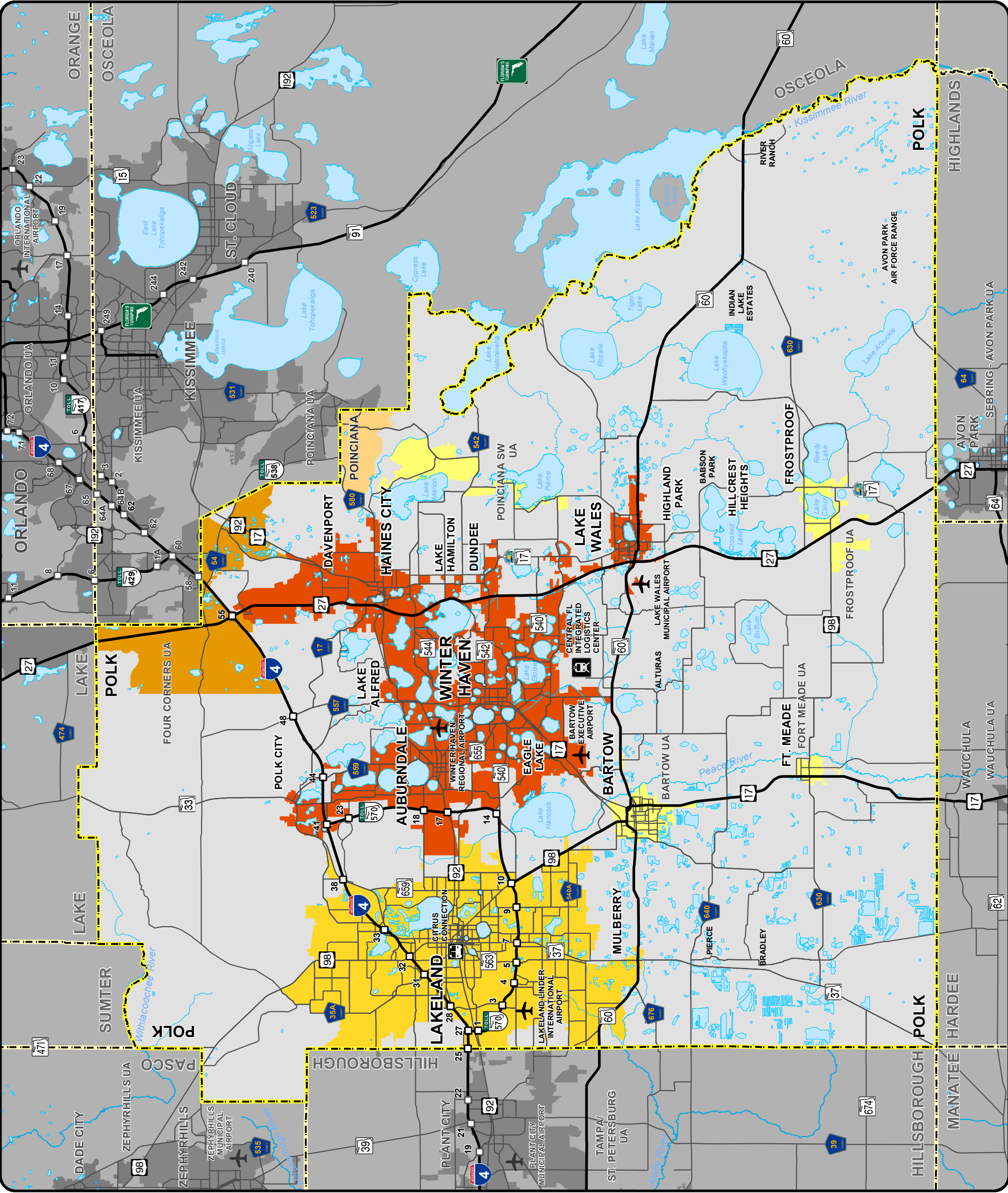
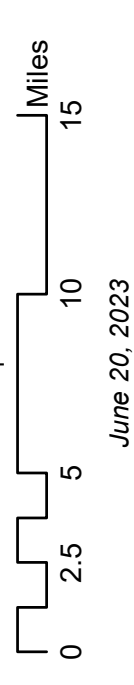
## Urbanized Area (UA) Boundaries

-  Lakeland (277,568)<sup>1,2</sup>
-  Winter Haven (253,251)
-  Four Corners (49,162)<sup>1,2</sup>
-  Poinciana (19,266)<sup>1,2</sup>
-  UA < 50,000 population
-  UA (Outside Polk County)
-  Metropolitan Planning Area (MPA) Boundary<sup>3</sup>

## Urbanized Area (UA) Population

UA	2020	2010
Lakeland	277,915	262,596
Winter Haven	253,251	201,289
Avon Park - Sebring	63,297	61,625
Kissimmee	418,404	314,071
Orlando	1,853,896	1,510,516
Tampa/St. Pete	2,783,045	2,441,770
Zephyrhills	55,133	66,609
Poinciana <sup>1</sup>	53,267	41,922
Four Corners <sup>1</sup>	92,396	35,549
Frostproof	8,092	7,626
Fort Meade	4,874	6,234
Poinciana SW	16,966	5,501
Bartow	16,948	NA
Wauchula	9,790	14,621

1. Portion of the UA is outside of Polk County.
2. Population listed consists of the portion of the Urban Area in Polk County only.
3. The Metropolitan Planning Area (MPA) Boundary for the Polk TPO includes the Lakeland and Winter Haven Transportation Management Areas (TMA), as well as all of Polk County.





## Polk Transportation Planning Organization

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### **POLK TPO RESOLUTION 2023-12**

RESOLUTION OF THE POLK TRANSPORTATION PLANNING ORGANIZATION  
AMENDING RESOLUTION 2023-08 WHICH APPROVED THE TPO MEMBERSHIP  
APPORTIONMENT PLAN FOR SUBMITTAL TO MEMBER JURISDICTIONS AND  
THE GOVERNOR'S OFFICE

**WHEREAS**, Section 134 of Title 23 of the United States Code and Section 339.175 of Florida Statutes requires the designation of metropolitan planning organizations (MPO) in urbanized areas, as defined by the US Bureau of the Census; and

**WHEREAS**, Section 134 Title 23 of the United States Code sets forth membership requirements for MPOs designated for transportation management areas (TMA) with a population of 200,000 or more residents; and

**WHEREAS**, the Polk Transportation Planning Organization (TPO) serves as the MPO for the Lakeland and Winter Haven TMAs and is the agency designated to conduct a continuing, coordinated, and comprehensive transportation planning process; and

**WHEREAS**, Section 339.175(4)(a), Florida Statutes, requires the Governor to review the composition of the Polk TPO's membership in conjunction with the decennial census; and

**WHEREAS**, Section 339.175 of the Florida Statutes describes the membership of the MPO, including the authority of the Governor to apportion membership based on agreement with local governments, geographic location and equitable population distribution; and

**WHEREAS**, the Polk TPO endorses its membership structure as the best means to maximize local government participation in the TPO planning process; and

**WHEREAS**, the Polk TPO has prepared a Membership Apportionment Plan using the results of the 2020 Census, and this Plan demonstrates that the proposed membership structure apportions voting members on an equitable geographic-population basis.

TPO Resolution 2023-12  
October 12, 2023  
Page Two

NOW, THEREFORE, BE IT RESOLVED by the Polk Transportation Planning Organization at its regular meeting convened on October 12, 2023:

1. That the TPO Membership Apportionment Plan, to be based on the membership structure listed below, is approved for submittal to member jurisdictions and to the Governor’s Office.

Jurisdiction	Voting Members
Polk County	5
City of Lakeland	6
City of Winter Haven	3
City of Haines City	2
City of Bartow	1
City of Lake Wales	1
City of Auburndale	1
City of Davenport	1
City of Lake Alfred	1
Alternate Voting Membership	
South County Bloc	
City of Fort Meade	1
City of Mulberry	
City of Frostproof	
Central County and Ridge Bloc	
Town of Dundee	1
City of Eagle Lake	
City of Polk City	
Town of Lake Hamilton	
Total Number of TPO Board Members	23

2. That the TPO Executive Director is authorized to submit the required supporting documentation for the TPO Membership Apportionment Plan.

TPO Resolution 2023-12  
October 12, 2023  
Page Three

Signed:

*Jack R Myers*  
Jack R Myers (Oct 12, 2023 16:39 EDT)

Commissioner Jack Myers, Chairman  
Polk Transportation Planning Organization (TPO)

Date: October 12, 2023

ATTEST:

*Parag Agrawal*  
Parag Agrawal (Oct 12, 2023 15:03 EDT)

Parag Agrawal, AICP, TPO Executive Director

Approved by the TPO Attorney as to  
form and legal sufficiency:

*Elizabeth W. Voss*  
Elizabeth W. Voss (Oct 12, 2023 15:42 EDT)

Elizabeth Voss, TPO Attorney



## Polk Transportation Planning Organization

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### **POLK TPO RESOLUTION 2023-12**

RESOLUTION OF THE POLK TRANSPORTATION PLANNING ORGANIZATION  
AMENDING RESOLUTION 2023-08 WHICH APPROVED THE TPO MEMBERSHIP  
APPORTIONMENT PLAN FOR SUBMITTAL TO MEMBER JURISDICTIONS AND  
THE GOVERNOR'S OFFICE

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**WHEREAS**, the Polk Transportation Planning Organization (TPO) serves as the MPO for the Lakeland and Winter Haven TMAs and is the agency designated to conduct a continuing, coordinated, and comprehensive transportation planning process; and

**WHEREAS**, Section 339.175(4)(a), Florida Statutes, requires the Governor to review the composition of the Polk TPO's membership in conjunction with the decennial census; and

**WHEREAS**, Section 339.175 of the Florida Statutes describes the membership of the MPO, including the authority of the Governor to apportion membership based on agreement with local governments, geographic location and equitable population distribution; and

**WHEREAS**, the Polk TPO endorses its membership structure as the best means to maximize local government participation in the TPO planning process; and

**WHEREAS**, the Polk TPO has prepared a Membership Apportionment Plan using the results of the 2020 Census, and this Plan demonstrates that the proposed membership structure apportions voting members on an equitable geographic-population basis.

TPO Resolution 2023-12  
October 12, 2023  
Page Two

NOW, THEREFORE, BE IT RESOLVED by the Polk Transportation Planning Organization at its regular meeting convened on October 12, 2023:

1. That the TPO Membership Apportionment Plan, to be based on the membership structure listed below, is approved for submittal to member jurisdictions and to the Governor’s Office.

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Polk County	5
City of Lakeland	6
City of Winter Haven	3
City of Haines City	2
City of Bartow	1
City of Lake Wales	1
City of Auburndale	1
City of Davenport	1
City of Lake Alfred	1
Alternate Voting Membership	
South County Bloc	
City of Fort Meade	1
City of Mulberry	
City of Frostproof	
Central County and Ridge Bloc	
Town of Dundee	1
City of Eagle Lake	
City of Polk City	
Town of Lake Hamilton	
Total Number of TPO Board Members	23

2. That the TPO Executive Director is authorized to submit the required supporting documentation for the TPO Membership Apportionment Plan.

TPO Resolution 2023-12  
October 12, 2023  
Page Three

Signed:

*Jack R Myers*  
Jack R Myers (Oct 12, 2023 16:39 EDT)

Commissioner Jack Myers, Chairman  
Polk Transportation Planning Organization (TPO)

Date: October 12, 2023

ATTEST:

*Parag Agrawal*  
Parag Agrawal (Oct 12, 2023 15:03 EDT)

Parag Agrawal, AICP, TPO Executive Director

Approved by the TPO Attorney as to  
form and legal sufficiency:

*Elizabeth W. Voss*  
Elizabeth W. Voss (Oct 12, 2023 15:42 EDT)

Elizabeth Voss, TPO Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERLOCAL AGREEMENT FOR CREATION OF THE  
POLK TRANSPORTATION PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this 10<sup>th</sup> day of July 2014, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; POLK COUNTY; CITY OF AUBURNDALE, CITY OF BARTOW, CITY OF DAVENPORT, TOWN OF DUNDEE, CITY OF EAGLE LAKE, CITY OF FORT MEADE, CITY OF FROSTPROOF, CITY OF HAINES CITY, CITY OF LAKE ALFRED, TOWN OF LAKE HAMILTON, CITY OF LAKELAND, CITY OF LAKE WALES, CITY OF MULBERRY, TOWN OF POLK CITY, and the CITY OF WINTER HAVEN, collectively known as “the parties.”

**RECITALS**

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Polk Transportation Planning Organization serving as the metropolitan planning organization for the Lakeland and Winter Haven Urbanized Areas, herein after referred to as “the Transportation Planning Organization” or “the TPO”. Further, the parties approved by unanimous vote an apportionment and boundary plan for presentation to the Governor on the 12th day of December 2013;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 23rd day of April, approved the apportionment and boundary plan submitted by the TPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the TPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;



WHEREAS, this Interlocal Agreement is required to create the Polk Transportation Planning Organization and delineate the provisions for operation of the TPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

## ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the MPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

TPO means and refers to the Polk Transportation Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

**ARTICLE 2  
 PURPOSE**

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the TPO and recognize the boundary and apportionment approved by the Governor. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major TPO Responsibilities. The TPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;

- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department’s role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, TPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the TPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the TPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

**ARTICLE 3  
 TPO ORGANIZATION AND CREATION**

Section 3.01. Establishment of TPO. The TPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Polk Transportation Planning Organization.

Section 3.02. TPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the TPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of TPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the TPO, and will be responsible for coordinating the cooperative decision-making process of the TPO’s actions, and will take required actions as the TPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the TPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on MPO's projects.

**ARTICLE 4  
 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE**

Section 4.01. Composition and membership of governing board.

- (a) The membership of the TPO shall consist of nineteen (19) voting members and eight (8) non-voting advisors. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

<u>JURISDICTION</u>	<u>VOTING MEMBERS</u>
Polk County Board of County Commissioners	Five (5)
City of Lakeland	Six (6)
City of Winter Haven	Two (2)
City of Auburndale	One (1)
City of Bartow	One (1)
City of Haines City	One (1)
City of Lake Wales	One (1)
City of Fort Meade	One (1)*
City of Mulberry	One (1)*
City of Frostproof	One (1)*
City of Lake Alfred	One (1)**
Town of Dundee	One (1)**
City of Eagle Lake	One (1)**
City of Davenport	One (1)**
Town of Polk City	One (1)**
Town of Lake Hamilton	One (1)**

\* Alternate Voting Membership – South County Bloc

\*\* Alternate Voting Membership – East County Bloc

The Florida Department of Transportation shall have one (1) non-voting advisor on the TPO.

- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the TPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a

major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.

- (c) The voting membership of an TPO shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.
- (d) In the event that a governmental entity that is a member of the TPO fails to fill an assigned appointment to the TPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the TPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

## ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The TPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), F.S.

Section 5.02. Specific authority and powers. The TPO shall have the following powers and authority:

- (a) As provided in Section 339.175(6)(g), F.S., the TPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) As provided in Section 163.01(14), F.S., the TPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the TPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the TPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The TPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and

- (f) The TPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the TPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(6)(d), F.S., the TPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the TPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., the TPO membership shall be jointly and severally liable for liabilities, and the TPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;
- (d) As provided in Section 339.175(9), F.S., the TPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The TPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;
- (f) As provided in Section 339.175(10)(a), F.S., the TPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

## **ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING**

Section 6.01. Funding. The Department shall allocate to the TPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The TPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the TPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

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

## ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the TPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.

(b) Withdrawal procedure. Any party, except Polk County and the United States Bureau of the Census designated largest incorporated city, may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:

(1) The withdrawing member and the TPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The TPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the TPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the TPO shall review the previous TPO designation, applicable federal, state and local law, and TPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the TPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(1)(2), adding membership to the TPO does not automatically require redesignation of the TPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the TPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the TPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as set forth in Exhibit “A” attached hereto and made a part thereof.

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

(a) Drafters of the Interlocal Agreement. The Department and the members of the TPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.

(b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:

(1) The singular of any word or term includes the plural;



- (2) The masculine gender includes the feminine gender; and
- (3) The word “shall” is mandatory, and “may” is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The TPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the TPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated TPO.

Signed, Sealed and Delivered in the presence of:

**BOARD OF COUNTY COMMISSIONERS  
OF POLK COUNTY, FLORIDA**

BY: [Signature]

ATTEST: Cherie L. Simmons

**CITY OF LAKELAND**

BY: [Signature]

ATTEST: Cherie L. Simmons

ATTEST: \_\_\_\_\_

**CITY OF WINTER HAVEN**

BY: Atthaniel J. Bixson, Jr.

ATTEST: \_\_\_\_\_

**CITY OF AUBURNDALE**

BY: [Signature]

ATTEST: Cherie L. Simmons

CITY OF BARTOW

BY: W. Patrick Huff

ATTEST: Cherie L. Simmons

CITY OF LAKE WALES

BY: Eugene L. Huff

ATTEST: Cherie L. Simmons

CITY OF MULBERRY

BY: Sherry H. Hatch

ATTEST: Sharon Jantner

CITY OF LAKE ALFRED

BY: Nancy J. Daley

ATTEST: Cherie L. Simmons

CITY OF EAGLE LAKE

BY: J.R. Sullivan

ATTEST: Cherie L. Simmons

TOWN OF POLK CITY

BY: John Adams

ATTEST: Cherie L. Simmons

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: [Signature]

ATTEST: Robert Kelley

LEGAL REVIEW:

Anthony P. [Signature]  
DISTRICT GENERAL COUNSEL

CITY OF HAINES CITY

BY: [Signature]

ATTEST: Cherie L. Simmons

CITY OF FORT MEADE

BY: [Signature]

ATTEST: Cherie L. Simmons

CITY OF FROSTPROOF

BY: Anne W. Dickson

ATTEST: Cherie L. Simmons

TOWN OF DUNDEE

BY: [Signature]

ATTEST: Cherie L. Simmons

CITY OF DAVENPORT

BY: Maureen Beale

ATTEST: Cherie L. Simmons

TOWN OF LAKE HAMILTON

BY: Maureen M. Wagner

ATTEST: [Signature]

## EXHIBIT "A" NOTICES

This exhibit forms an integral part of that certain Interlocal Agreement between the State of Florida, Department of Transportation and:

Polk County Board of  
County Commissioners  
Drawer BC01, P.O. Box 9005  
Bartow, FL 33831-9005

Polk Transportation Planning Organization  
Drawer TS05  
P.O. Box 9005  
Bartow, FL 33831-9005

City of Lakeland  
228 South Massachusetts Avenue  
Lakeland, FL 33801-5086

City of Frostproof  
P.O. Box 308  
Frostproof, FL 33843

City of Winter Haven  
P.O. Box 2277  
Winter Haven, FL 33883-2277

City of Lake Alfred  
120 East Pomelo Street  
Lake Alfred, FL 33850

City of Auburndale  
P.O. Box 186  
Auburndale, FL 33823

Town of Dundee  
P.O. Box 1000  
Dundee, FL 33838

City of Bartow  
P.O. Box 1069  
Bartow, FL 33831-1069

City of Eagle Lake  
P.O. Box 129  
Eagle Lake, FL 33839

City of Haines City  
P.O. Box 1507  
Haines City, FL 33845

City of Davenport  
P.O. Box 125  
Davenport, FL 33836

City of Lake Wales  
P.O. Box 1320  
Lake Wales, FL 33859

Town of Polk City  
P.O. Box 1139  
Polk City, FL 33868-1139

City of Fort Meade  
P.O. Box 856  
Fort Meade, FL 33841

Town of Lake Hamilton  
P.O. Box 126  
Lake Hamilton, FL 33851

City of Mulberry  
P.O. Box 707  
Mulberry, FL 33860-0707

## AMENDMENT TO THE INTERLOCAL AGREEMENT CREATING THE POLK TRANSPORTATION PLANNING ORGANIZATION

**THIS AMENDMENT** (hereinafter "Amendment") is made and entered into by and between the State of Florida, Department of Transportation; Polk County; the City of Auburndale, City of Bartow, City of Davenport, Town of Dundee, City of Eagle Lake, City of Fort Meade, City of Frostproof, City of Haines City, City of Lake Alfred, Town of Lake Hamilton, City of Lakeland, City of Lake Wales, City of Mulberry, City of Polk City, and the City of Winter Haven, collectively known as "the parties."

### RECITALS

**WHEREAS**, the parties reaffirm the Interlocal Agreement dated July 10, 2014;

**WHEREAS**, section 134 Title 23 of the United States Code requires the designation of metropolitan planning organizations (hereinafter "MPO" or "MPOs") in urban areas, as defined by the United States Census Bureau;

**WHEREAS**, section 339.175(4)(a), Fla. Stat., requires the Governor to review the composition of the Metropolitan Planning Organizations membership in conjunction with the decennial census;

**WHEREAS**, section 134 of Title 23 of the United State Code sets forth membership requirements for MPOs designated for transportation management areas (TMA) with a population of 200,000 or more residents;

**WHEREAS**, the Polk Transportation Planning Organization (TPO) serves as the MPO for the Lakeland and Winter Haven TMAs and is the agency designated to conduct a continuing, coordinated, and comprehensive transportation planning process;

**WHEREAS**, on October 12, 2023, the governing board of the Polk TPO met to review its voting composition and approved a Resolution Supporting the Adoption of the TPO Membership Apportionment Plan ("Apportionment Resolution");

**WHEREAS**, the signatories to this Amendment hereby reaffirm the Apportionment Resolution as if fully set forth herein;

**WHEREAS**, the governing body of the Polk TPO has determined it is appropriate that the City of Davenport, City of Haines City, City of Lake Alfred, and City of Winter Haven be granted additional representatives as voting members to the Interlocal Agreement creating the Polk TPO.

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

**I. Recitals.** The foregoing recitals are true and correct.

**II. Interlocal Agreement.** Article 4, Sections 4.01(a) and 4.01(c) of the Interlocal Agreement dated July 10, 2014, are amended to read as follows:

Section 4.01. Composition and membership of governing board.

(a) The membership of the TPO shall consist of twenty-three (23) voting members and six (6) non-voting advisors. The names of the member local government entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

JURISDICTION

VOTING MEMBERS

Polk County Board of County Commissioners	Five (5)
City of Lakeland	Six (6)
City of Winter Haven	Three (3)
City of Haines City	Two (2)
City of Bartow	One (1)
City of Lake Wales	One (1)
City of Auburndale	One (1)
City of Davenport	One (1)
City of Lake Alfred	One (1)
City of Fort Meade	One (1)*
City of Mulberry	One (1)*
City of Frostproof	One (1)*
Town of Dundee	One (1)**
City of Eagle Lake	One (1)**
City of Polk City	One (1)**
Town of Lake Hamilton	One (1)**

\* Alternate Voting Membership – South County Bloc

\*\* Alternate Voting Membership – Central County and Ridge Bloc

The Florida Department of Transportation shall have one (1) non-voting advisor on the TPO.

(c) Pursuant to section 339.175(3), F.S., the voting membership of an M.P.O. shall consist of not fewer than 5 or more than 25 apportioned members, the exact

number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations. The TPO's voting membership as set forth in Section 4.01(a) complies with section 339.175(3), F.S.

**III. Entire Agreement.** This Amendment represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.

**IV. Amendment Execution and Counterpart Signature Pages.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

**V. Effective Date.** Pursuant to Section 163.01(11), F.S., this Amendment shall become effective upon the filing of the fully executed Amendment with the Clerk of the Circuit Court for Polk County, Florida.

**VI.** Except as hereby modified, amended or changed, all of the terms and conditions of the Interlocal Agreement dated July 10, 2014 and any amendments thereto will remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned parties have caused this Amendment to the Interlocal Agreement dated July 10, 2014, to be duly executed on their behalf.

**BOARD OF COUNTY COMMISSIONERS  
OF POLK COUNTY, FLORIDA**

**CITY OF LAKELAND**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CITY OF WINTER HAVEN**

**CITY OF AUBURNDALE**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
**CITY OF BARTOW**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CITY OF LAKE WALES**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CITY OF MULBERRY**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CITY OF LAKE ALFRED**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CITY OF EAGLE LAKE**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CITY OF POLK CITY**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
**CITY OF HAINES CITY**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CITY OF FORT MEADE**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CITY OF FROSTPROOF**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**TOWN OF DUNDEE**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CITY OF DAVENPORT**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**TOWN OF LAKE HAMILTON**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**FLORIDA DEPARTMENT OF  
TRANSPORTATION**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**LEGAL REVIEW:**

<sup>DS</sup>  
*DC*

\_\_\_\_\_  
DISTRICT GENERAL COUNSEL





# TOWN COMMISSION MEETING

May 14, 2024 at 6:30 PM

- 
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, RESOLUTION 24-08 HICKORY WALK WELL REPAIR
- SUBJECT:** Town Commission will consider Resolution 24-08 for emergency repairs to Hickory Walk Well Number 8.
- STAFF ANALYSIS:** Well number 8 at the Hickory Walk Water Treatment Plant is currently down. Resolution 24-08 provides for the much needed repairs to get the well up and running
- FISCAL IMPACT:** \$66,363.29
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Resolution 24-08

**RESOLUTION NO. 24-08**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO THE REPAIR TO AND/OR FOR THE HICKORY WATER TREATMENT PLANT WELL NO. 8; MAKING FINDINGS; 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 JAN AND JEFF SERVICES, INC., FOR THE EMERGENCY REPAIR(S) TO AND/OR FOR THE HICKORY WATER TREATMENT PLANT WELL NO. 8.**

**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 regional water treatment plant(s) (the “WTPS”) in order to effectively maintain and provide potable water service(s) and operate the sewage disposal systems connected to the Town of Dundee utility system(s); and

**WHEREAS**, on February 27, 2024, in an effort to improve and strengthen the Town’s operation of its potable water distribution system for both residential and commercial development, the Town Commission passed and adopted Resolution No. 24-02 which accepted and approved the CHA Memorandum Riner Water Treatment Plant

Capacity Evaluation, January 9, 2024 (the “CHA Evaluation”); and

**WHEREAS**, the CHA Evaluation consisted of a comprehensive evaluation of the Town’s water distribution network related to the Town’s Riner Water Treatment Plant (the “Riner WTP”) and Hickory Water Treatment Plant (the “Hickory WTP”) in order to identify and plan for improvements necessitated by and/or through concurrency management, substandard infrastructure, and new growth within the corporate limits of the Town of Dundee; and

**WHEREAS**, the WTPS have a combined total capacity of 1,000,000 gallons per day (GPD) (Hickory WTP – 750,000 GPD and Riner WTP – 250,000 GPD); and

**WHEREAS**, the Hickory WTP Well No. 8 is currently out of service; and

**WHEREAS**, the Town Commission acknowledges that, in order to perform the necessary repair(s), maintenance, and management on and/or for the WTPS, the WTPS will require that one (1) be taken offline which limits the total GPD treatment capacity; and

**WHEREAS**, in or about May, 2024, the Riner WTP is scheduled to be taken out of service which will result in the Hickory WTP supplying the total demanded potable water capacity for the Town of Dundee during such time as the Riner WTP is out of service; and

**WHEREAS**, the Town Commission acknowledges that the month of May is, on average, the month with the highest total demanded potable water capacity for the Town of Dundee; and

**WHEREAS**, the Town Commission acknowledges that the Town of Dundee has an immediate need for the emergency repair of and/or for Hickory WTP Well No. 8; and

**WHEREAS**, the Town Commission acknowledges that the Town received three (3) bid proposals (the “Proposals”) for the necessary repair(s) to and/or for the Hickory WTP Well No. 8; and

**WHEREAS**, copies of the Proposals are attached hereto as **Exhibit “A”** and made a part hereof by reference; and

**WHEREAS**, on May 14, 2024, at a duly noticed public meeting, the Town Commission acknowledges and agrees that circumstances and conditions continue to exist requiring the Town to direct and authorize the Town Manager to take any and all necessary further action(s) in order to negotiate, approve, and enter into an agreement with Jan and Jeff Services, Inc., a Florida corporation, for the emergency repair(s) to

and/or for the Hickory WTP Well No. 8 in order to ensure the Hickory WTP remains fully-operational for the period of time the Riner WTP is out of service; 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 Hickory WTP Well No. 8 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, agrees, and finds that any delay incident to complying with all governing rules, regulations, and procedures would be detrimental to the health, safety and general welfare of the Town of Dundee, its residents, and/or the general public; 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 Hickory WTP Well No. 8; (2) the Town Manager's actions in negotiating and entering into an agreement with Jan and Jeff Services, Inc., a Florida corporation, in accordance with the bid proposal (see **Exhibit "A"**) received for the emergency repair(s) to and/or for the Hickory WTP Well No. 8 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 Hickory WTP Well No. 8.

**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 14th day of May, 2024.

**TOWN OF DUNDEE**

\_\_\_\_\_  
Samuel Pennant, Mayor

ATTEST WITH SEAL:

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

Approved as to form:

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

# EXHIBIT A

Item 7.

## ESTIMATE

Jan and Jeff Services  
5728 Deer Flag Dr  
Lakeland, FL 33811-2001

janajservices1954@hotmail.com  
+1 (863) 224-2247  
www.janandjeffservices.com

### Town of Dundee

**Bill to**  
Cliff  
Town of Dundee  
PO Box 1000  
Dundee, FL 33838

**Ship to**  
Cliff  
Town of Dundee  
PO Box 1000  
Dundee, FL 33838

### Estimate details

Estimate no.: 1062  
Estimate date: 04/15/2024



Date	Product or service	Description	Qty	Rate	Amount
1.	<b>Service Call</b>	TOWN OF DUNDEE WELL #8  1115 GPM@215 TDH 1780 RPM. 1-NEW 1.25"-10 TPI HEADSHAFT ASSEMBLY. 1-NEW 1.25" MECHANICAL SEAL 1-SANDBLAST CLEAN AND PRIMER PAINT EXISTING DISCHARGE HEAD. COLUMN 40FT) OF THREADED COLUMN COMPLETE X 1.25" -TPI 416 STAINLESS LINE SHAFT AND 304 SS COUPLINGS. BRONZE DROP-IN SPIDERS, BRONZE BEARING INSERTS TNEMEC SERIES 21 & ENDURUSHIELD TOPCOAT-OFF WHITE. NEW 195 FT) OF INNER COLUMN ASSEMBLY 1.25"-10 TPI 416 SS LINESHAFT AND 304 SS COUPLINGS, BRONZE DROP-IN SPIDERS, BRONZE BEARING INSERTS. BOWL ASSEMBLY NEW 4 STAGE, CAST IRON BOWELS, BRONZE IMPELLER DESIGN, STANDERD COLLETS	1	\$66,363.29	\$66,363.29

**Total**

**\$66,363.29**





**Central Water & Electric Utility Services**

P.O. BOX 1409  
 POLK CITY, FL 33868 US  
 8637389215  
 sjones7285@aol.com

**Estimate**

ADDRESS  
 Jan & Jeff Services  
 5728 Deer Flag Dr.  
 Lakeland, FL 33811

SHIP TO  
 Jan & Jeff Services  
 5728 Deer Flag Dr.  
 Lakeland, FL 33811 US

ESTIMATE #      DATE  
 1752              04/08/2024

**SALES REP**  
 THARIN

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Pump	INSTALL NEW EQUIPMENT WITH THE FOLLOWING CONDITIONS. CAPEX  TOWN OF DUNDEE WELL #8  1115 GPM@215 TDH 1780 RPM. 1-NEW 1.25"-10 TPI HEADSHAFT ASSEMBLY. 1-NEW 1.25" MECHANICAL SEAL. 1-SANDBLAST CLEAN AND PRIMER PAINT EXISTING DISCHARGE HEAD.  COLUMN 40FT) OF THREADED COLUMN COMPLETE X 1.25"-TPI 416 STAINLESS LINE SHAFT AND 304 SS COUPLINGS. BRONZE DROP-IN SPIDERS, BRONZE BEARING INSERTS TNEMEC SERIES 21 & ENDURUSHIELD TOPCOAT-OFF WHITE.  NEW 195 FT) OF INNER COLUMN ASSEMBLY 1.25"-10 TPI 416 SS LINESHAFT AND 304 SS COUPLINGS, BRONZE DROP-IN SPIDERS, BRONZE BEARING INSERTS.  BOWL ASSEMBLY NEW 4 STAGE, CAST IRON BOWELS, BRONZE IMPELLER DESIGN, STANDERD COLLETS,	1	67,363.29	67,363.29

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		TEMEC EXTERIOR EPOXY COATING			
		LABOR AND MOBILIZATION TO PULL AND INSTALLATION INCLUDED			
QUOTE VALID FOR 15 DAYS				SUBTOTAL	67,363.29
				TAX	0.00
				TOTAL	<b>\$67,363.29</b>

Accepted By

Accepted Date





WATER & WASTEWATER SPECIALISTS

CL2 Solutions, LLC.
2020 Heartland Cir
Valrico, FL 33594
(813) 629-2720
jason@cl2solutions.com
www.cl2solutions.com

Quote

ADDRESS

Town of Dundee

QUOTE # 2298

DATE 04/15/2024

EXPIRATION DATE 06/14/2024

ATTN

Town of Dundee

RE

Well #8 Repair

Table with 5 columns: QTY, ITEM, DESCRIPTION, UNIT COST, AMOUNT. Row 1: 1, CL2 Service, Service / Travel / Mileage Repair of Well #8, 68,500.00, 68,500.00

TERMS & CONDITIONS:

- 1) Quote is valid for 60 days, unless noted otherwise.
2) Payment Terms are 100% Prepayment or Net 30 with approved credit
3) Reference Quote number on Purchase Order when submitted.
4) Cancellation and change fees may apply for certain requests.
5) Amounts are in USD
6) Freight Terms: Purchaser must specify a shipping method and provide account number unless other freight terms have been negotiated. Costs not included unless stated.
7) Sales Tax not included in proposal, unless stated.
Your purchase order is acceptance of these terms without exception.
8) A flat \$150.00 fee will be assessed on orders requiring Certificate of Conformity or MTRs
(additional fees may apply for additional documentation required)

TOTAL

\$68,500.00

Accepted By

Accepted Date



# TOWN COMMISSION MEETING

May 14, 2024 at 6:30 PM

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**AGENDA ITEM TITLE:** DISCUSSION & ACTION, NEW CITRUS CONNECTION STOPS

**SUBJECT:** Citrus Connection will present the two new proposed locations.

**STAFF ANALYSIS:** Kaley Raub, Government and Community Relations Coordinator for Citrus Connection will present to the Commission opportunities of two new additional bus locations in Dundee.

This has been a project town staff and Citrus Connection have been working on and discussing for two years now per the request of this town commission.

Ms. Kaley will provide more details in her presentation on this opportunity for additional stops in Dundee to help mobilize our residents throughout the county.

**FISCAL IMPACT:** \$27,948 for our next budget season

**STAFF RECOMMENDATION:** At the will of the Commission

**ATTACHMENTS:** 2024 CITRUS CONNECTION PPP DUNDEE BRIEFING

# Transit Briefing



Item 8.

CitrusConnection  
PROGRESS IN MOTION



Town of  
Dundee

May 2024

# Service in the Town of Dundee

Nov. 2022- April 2024

Route 17X  
Route 27X

221 Boardings from bus stops in Dundee



## 17X - LAKE WALES / HAINES CITY EXPRESS

EFFECTIVE AUGUST 2, 2021

**HAINES CITY**  
Hinson Ave.  
HAINES CITY PLAZA  
Marion Rd.  
Debur Rd.  
Lake Hatchesineha Rd.  
DUNDEE POLICE STATION  
DUNDEE TOWN HALL  
Lake Annie

**DUNDEE**  
Lake Hamilton  
RIDGE TECH COLLEGE  
Lake Henry

From Eagle Ridge Mall to Haines City Plaza  
Desde Eagle Ridge Mall hacia Haines City Plaza

From Haines City Plaza to Eagle Ridge Mall  
Desde Haines City Plaza hacia Eagle Ridge Mall

NORTHBOUND - HAINES CITY				
6:15	6:28	6:49	7:05	
8:15	8:28	8:49	9:05	
10:15	10:28	10:49	11:05	
12:15	12:28	12:49	1:05	
2:15	2:28	2:49	3:05	
4:15	4:28	4:49	5:05	

SOUTHBOUND - LAKE WALES				
7:25	7:37	7:59	8:10	
9:25	9:37	9:59	10:10	
11:25	11:37	11:59	12:10	
1:25	1:37	1:59	2:10	
3:25	3:37	3:59	4:10	
5:25	5:37	5:59	6:10	

WEEKDAYS				
---	---	---	---	---
8:15	8:28	8:49	9:05	
10:15	10:28	10:49	11:05	

SATURDAYS				
7:25	7:37	7:59	8:10	
9:25	9:37	9:59	10:10	
12:25	12:37	12:59	1:10	

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## 27X - DUNDEE / EAGLE RIDGE MALL

**DUNDEE**  
15 S.W. Ave. E NW  
E Central Ave  
Dundee Blvd  
Dundee Road  
Overlook Dr.  
Cypress Gardens Blvd  
Waverly Rd  
Chapel Suzanne Rd  
Maitland Rd  
Arling Rd  
Stinkler Rd  
Dakota Rd  
Lake Marie  
Lake Star

**EAGLE RIDGE MALL**  
Walmart Supercenter  
Police Station

**TRANSFER POINTS**  
PUNTOS DE TRANSFERENCIA  
Winter Haven Terminal  
Walmart Supercenter  
Police Station

From Winter Haven Terminal to Dundee and  
From Dundee to Winter Haven Terminal  
Desde Winter Haven Terminal hacia Dundee y  
Desde Dundee hacia Winter Haven Terminal

From Dundee to Eagle Ridge Mall and  
From Eagle Ridge Mall to Dundee  
Desde Dundee hacia Eagle Ridge Mall y  
Desde Eagle Ridge Mall hacia Dundee

From Walmart Supercenter to Dundee  
Desde Walmart Supercenter hacia Dundee

SOUTHBOUND		NORTHBOUND	
6:00	6:10	11:15	11:30
11:00	11:10	---	6:55 7:05

WEEKDAYS	
1	2
10:40	11:00

WEEKDAYS	
5	1
11:30	11:50



# Ridership in the Town of Dundee

## November 2022 - April 2024

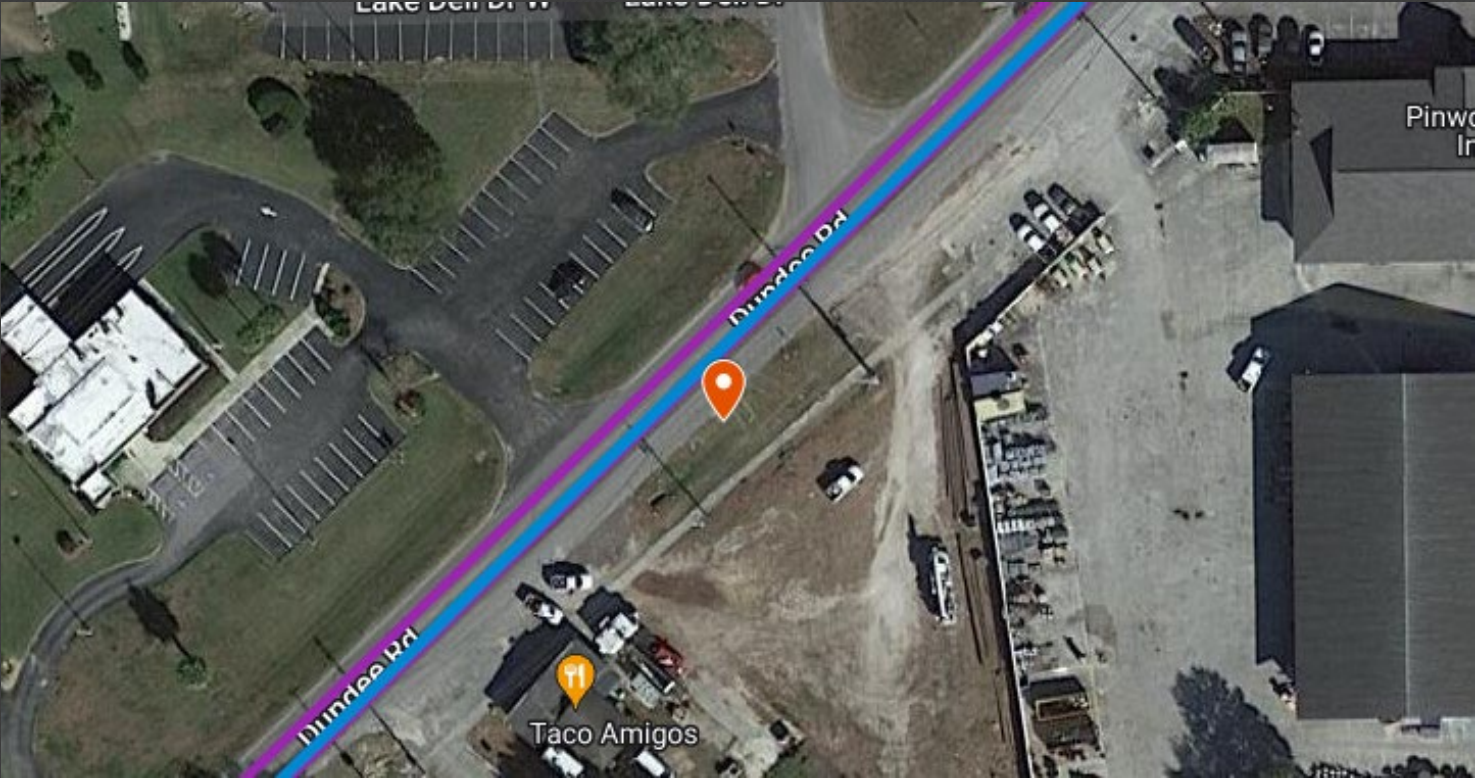


# New Dundee stops

Dundee Road

Race Road

(pending the addition of boarding and alighting pad)





# Transportation Disadvantaged

Dundee ADA/TD Trips  
Nov. 2022 - April 2024

**215**



# Local Fair Share

Town of Dundee Contract  
Fair Share Assessment

**\$27,948**



CitrusConnection  
PROGRESS IN MOTION

# Questions



# TOWN COMMISSION MEETING

## May 14, 2024 at 6:30 PM

**AGENDA ITEM TITLE:** DISCUSSION & ACTION, BUDGET WORKSHOP DATES

**SUBJECT:** The Town Commission will consider suggested dates for budget workshops.

- STAFF ANALYSIS:**
- Tuesday, June 11<sup>th</sup> 5pm-6:15pm before the Town Commission Meeting
  - Saturday, June 15<sup>th</sup> 10am-4pm
  - Tuesday, June 18 12pm-2pm or 5pm-7pm
  - Thursday, June 20<sup>th</sup> 12pm-2pm
  - Saturday, June 22<sup>nd</sup> 10am-4pm
  - Tuesday, June 25<sup>th</sup> 5pm-6:15pm before the Town Commission Meeting
  - Thursday, June 27<sup>th</sup> 12pm-2pm or 5pm-7pm

Saturday meetings can knock out General and Enterprise funds entirety.

**FISCAL IMPACT:** None

**STAFF RECOMMENDATION:** At the will of the Commission

**ATTACHMENTS:** None



# TOWN COMMISSION MEETING

May 14, 2024 at 6:30 PM

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<b>AGENDA ITEM TITLE:</b>	DISCUSSION & ACTION, EDUCATION CONNECT LEARNING CENTER
<b>SUBJECT:</b>	Town Commission will hear a presentation for the Education Connect Learning Center
<b>STAFF ANALYSIS:</b>	Education Connect Learning Center opens Summer 2024 at Dundee Methodist Church. The Learning Center pledges to engage all participants through STEM education to meet individual learning needs. We request the Town of Dundee to become part of our Founding Donor Team to assist with first year programming.
<b>FISCAL IMPACT:</b>	\$5,000.00
<b>STAFF RECOMMENDATION:</b>	Staff recommends support
<b>ATTACHMENTS:</b>	None



# TOWN COMMISSION MEETING

May 14, 2024 at 6:30 PM

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**AGENDA ITEM TITLE:** DISCUSSION & ACTION, RFQ 24-01 EVALUATIONS

**SUBJECT:** Town Commission will consider the evaluations from the purchase review committee.

**STAFF ANALYSIS:** Staff received four submissions for the request for qualifications, RFQ 24-01. All four submissions were reviewed and met the requirements of the RFQ.

**FISCAL IMPACT:** TBD

**STAFF RECOMMENDATION:** Staff recommends approval of all four submissions

**ATTACHMENTS:** Score sheets



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.

**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: Ayles

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 25 0-5	24
Adequacy of Personnel & Organizational Resources	10 points 50 0-10	50
Work Experience & Past Public-Sector Performance	25 points 125 0-25	122
Work Approach	25 points 125 0-25	113
Team Member Qualifications	20 points 100 0-20	58
Adherence to Time Budget Requirements	10 points 50 0-10	50
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 25 0-5	16
<b>TOTAL WEIGHTED RATING:</b>	<del>100</del> 500	463

485  
510  
24  
23  
18  
510  
3  
93

Evaluator: [Signature]

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.

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.

**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: Ayres Associates

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	5
Adequacy of Personnel & Organizational Resources	10 points 0-10	10
Work Experience & Past Public-Sector Performance	25 points 0-25	25
Work Approach	25 points 0-25	25
Team Member Qualifications	20 points 0-20	18
Adherence to Time Budget Requirements	10 points 0-10	10
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	5
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>98</b>

Evaluator: Johnathon Vice

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.

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.

**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: Ayres Associates

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	5
Adequacy of Personnel & Organizational Resources	10 points 0-10	10
Work Experience & Past Public-Sector Performance	25 points 0-25	22
Work Approach	25 points 0-25	23
Team Member Qualifications	20 points 0-20	20
Adherence to Time Budget Requirements	10 points 0-10	10
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	3
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>93</b>

Evaluator: Lorraine Peterson

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.

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.

**6.0 EVALUATION CRITERIA**

61 **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.

62 **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: AYRES-

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

Evaluator: Jacy Mercer

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.

4

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.

**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: Ayres

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	5
✓ Adequacy of Personnel & Organizational Resources	10 points 0-10	10
✓ Work Experience & Past Public-Sector Performance	25 points 0-25	25
Work Approach	25 points 0-25	25
✓ Team Member Qualifications	20 points 0-20	20
Adherence to Time Budget Requirements	10 points 0-10	10
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	0
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>95</b>

Evaluator: Tandra Davis

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.

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.

**6.0 EVALUATION CRITERIA**

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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: AYRES

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	4
Adequacy of Personnel & Organizational Resources	10 points 0-10	10
Work Experience & Past Public-Sector Performance	25 points 0-25	25
Work Approach	25 points 0-25	20
Team Member Qualifications	20 points 0-20	20
Adherence to Time Budget Requirements	10 points 0-10	10
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	3
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>92</b>

Evaluator: Bruce G...

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.

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 11.

**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: Robert A Stearns

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	24 5
Adequacy of Personnel & Organizational Resources	10 points 0-10	34 7
Work Experience & Past Public-Sector Performance	25 points 0-25	110 22
Work Approach	25 points 0-25	112 22
Team Member Qualifications	20 points 0-20	90 18
Adherence to Time Budget Requirements	10 points 0-10	40 8
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	6 1
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	446 83

Evaluator: [Signature]

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.

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.

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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: Robert A. STEVENS & ASSOC

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	5
Adequacy of Personnel & Organizational Resources	10 points 0-10	6
Work Experience & Past Public-Sector Performance	25 points 0-25	20
Work Approach	25 points 0-25	20
Team Member Qualifications	20 points 0-20	15
Adherence to Time Budget Requirements	10 points 0-10	10
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	0
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>76</b>

Evaluator: BROCK LYON

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.



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.

**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: Robert Stevens & Associates, Inc

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	4
Adequacy of Personnel & Organizational Resources	10 points 0-10	8
Work Experience & Past Public-Sector Performance	25 points 0-25	25
Work Approach	25 points 0-25	25
Team Member Qualifications	20 points 0-20	20
Adherence to Time Budget Requirements	10 points 0-10	10
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	0
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>92</b>

Evaluator: Tandra Davis

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.

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.

**6.0 EVALUATION CRITERIA**

61 **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.

62 **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: Robert A. Stevens & Asso.

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	5
Adequacy of Personnel & Organizational Resources	10 points 0-10	10
Work Experience & Past Public-Sector Performance	25 points 0-25	25
Work Approach	25 points 0-25	25
Team Member Qualifications	20 points 0-20	20
Adherence to Time Budget Requirements	10 points 0-10	10
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	0
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>95</b>

Evaluator: Tracy Mercer

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.

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.

**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: Robert A. Stevens & Associates Inc.

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	5
Adequacy of Personnel & Organizational Resources	10 points 0-10	5
Work Experience & Past Public-Sector Performance	25 points 0-25	20
Work Approach	25 points 0-25	25
Team Member Qualifications	20 points 0-20	20
Adherence to Time Budget Requirements	10 points 0-10	5
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	5
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>85</b>

Evaluator: Johnathon Vice

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.

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.

**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: Robert A. Stevens + Associates

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	5
Adequacy of Personnel & Organizational Resources	10 points 0-10	5
Work Experience & Past Public-Sector Performance	25 points 0-25	20
Work Approach	25 points 0-25	17
Team Member Qualifications	20 points 0-20	15
Adherence to Time Budget Requirements	10 points 0-10	5
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	1
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>68</b>

Evaluator: Laurie Peterson

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.

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.

**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: Robert A Stevens Geoplanning

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	25
Adequacy of Personnel & Organizational Resources	10 points 0-10	44
Work Experience & Past Public-Sector Performance	25 points 0-25	110
Work Approach	25 points 0-25	106
Team Member Qualifications	20 points 0-20	90
Adherence to Time Budget Requirements	10 points 0-10	50
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	25
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>450</b>

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Evaluator: 

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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.

**6.0 EVALUATION CRITERIA**

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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: GeoPlanning Solution

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	5
Adequacy of Personnel & Organizational Resources	10 points 0-10	10
Work Experience & Past Public-Sector Performance	25 points 0-25	25
Work Approach	25 points 0-25	23
Team Member Qualifications	20 points 0-20	20
Adherence to Time Budget Requirements	10 points 0-10	10
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	5
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>98</b>

No Projects as Team

Evaluator: Tracy Mercer

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.

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.

**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: Geo Planning Solutions

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

Evaluator: Tandra Davis

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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.

**6.0 EVALUATION CRITERIA**

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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: GeoPlanning Solutions

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	5
Adequacy of Personnel & Organizational Resources	10 points 0-10	7
Work Experience & Past Public-Sector Performance	25 points 0-25	20
Work Approach	25 points 0-25	18
Team Member Qualifications	20 points 0-20	15
Adherence to Time Budget Requirements	10 points 0-10	10
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	5
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>71</b>

Evaluator: Louise Peterson

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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.

**6.0 EVALUATION CRITERIA**

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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: Geo Planning Solutions

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	5
Adequacy of Personnel & Organizational Resources	10 points 0-10	10
Work Experience & Past Public-Sector Performance	25 points 0-25	20
Work Approach	25 points 0-25	20
Team Member Qualifications	20 points 0-20	20
Adherence to Time Budget Requirements	10 points 0-10	10
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	5
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>90</b>

Evaluator: Jonathan Vice

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.

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.

**6.0 EVALUATION CRITERIA**

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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: GeoPlanning Solutions

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	5
Adequacy of Personnel & Organizational Resources	10 points 0-10	7
Work Experience & Past Public-Sector Performance	25 points 0-25	20
Work Approach	25 points 0-25	20
Team Member Qualifications	20 points 0-20	15
Adherence to Time Budget Requirements	10 points 0-10	10
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	5
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>82</b>

Evaluator: Bruce Lyon

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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.

**6.0 EVALUATION CRITERIA**

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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: Safewill/Calvin, Giordano & Assoc

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	25
Adequacy of Personnel & Organizational Resources	10 points 0-10	48
Work Experience & Past Public-Sector Performance	25 points 0-25	125
Work Approach	25 points 0-25	115
Team Member Qualifications	20 points 0-20	88
Adherence to Time Budget Requirements	10 points 0-10	46
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	13
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>460</b>

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Evaluator: 

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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.

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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: Calvin, Giordano + Associates inc

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	5
Adequacy of Personnel & Organizational Resources	10 points 0-10	10
Work Experience & Past Public-Sector Performance	25 points 0-25	25
Work Approach	25 points 0-25	25
Team Member Qualifications	20 points 0-20	10
Adherence to Time Budget Requirements	10 points 0-10	8
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	3
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>86</b>

Evaluator: Johnathon Vice

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.

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.

**6.0 EVALUATION CRITERIA**

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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: Calvin, Giordano + Assoc.

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	5
Adequacy of Personnel & Organizational Resources	10 points 0-10	10
Work Experience & Past Public-Sector Performance	25 points 0-25	25
Work Approach	25 points 0-25	20
Team Member Qualifications	20 points 0-20	20
Adherence to Time Budget Requirements	10 points 0-10	10
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	3
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>93</b>

Evaluator: Bruce Lyon

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.

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.

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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: Calvin, Giordano + Associates, Inc.

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	5
Adequacy of Personnel & Organizational Resources	10 points 0-10	8
Work Experience & Past Public-Sector Performance	25 points 0-25	25
Work Approach	25 points 0-25	20
Team Member Qualifications	20 points 0-20	20
Adherence to Time Budget Requirements	10 points 0-10	8
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	3
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	89

Evaluator: Lorraine Peterson

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.

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.

**6.0 EVALUATION CRITERIA**

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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: Carvin Giordano & Asso.

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	5
Adequacy of Personnel & Organizational Resources	10 points 0-10	10
Work Experience & Past Public-Sector Performance	25 points 0-25	25
Work Approach	25 points 0-25	25
Team Member Qualifications	20 points 0-20	18
Adherence to Time Budget Requirements	10 points 0-10	10
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	4
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>97</b>

Yrs. Exp.

Evaluator: Tracy Mercer

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.

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.

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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: Calvin, Giordano & Associates

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	5
Adequacy of Personnel & Organizational Resources	10 points 0-10	10
Work Experience & Past Public-Sector Performance	25 points 0-25	25
Work Approach	25 points 0-25	25
Team Member Qualifications	20 points 0-20	20
Adherence to Time Budget Requirements	10 points 0-10	10
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	0
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	<b>95</b>

Evaluator: Tandra Davis

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.