



**AGENDA**  
**TOWN OF DUNDEE, FLORIDA**  
**TOWN COMMISSION MEETING**  
**OCTOBER 25, 2022**  
**6:30 P.M.**  
**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:** MAYOR PENNANT  
**PLEDGE OF ALLEGIANCE:** MAYOR PENNANT  
**INVOCATION:** TO BE ANNOUNCED  
**RECOGNITION OF SERGEANT AT ARMS:** SGT. ANDERSON OR DESIGNEE  
**ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS:** MAYOR PENNANT  
**ROLL CALL:** JENN GARCIA  
**DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**  
*(Each speaker shall be limited to three (3) minutes)*

**CONSENT AGENDA**

- ITEM 01:      CONSENT AGENDA FOR MEETING OF OCTOBER 25, 2022**
- A. MINUTES**
    - Town Commission August 09, 2022 Meeting Minutes
  - B. AGREEMENTS**
    - Richmond American Homes, Seasons at Hilltop Developers Agreement
    - Mid-Florida Diesel Construction Agreement, RFP 22-05
  - C. BOARD APPOINTMENT**
    - Suzetta Henson Reappointment to Planning & Zoning Board

**AGENDA**

**APPROVAL OF AGENDA: REGULAR MEETING AGENDA FOR OCTOBER 25, 2022**

- |                 |                                |   |
|-----------------|--------------------------------|---|
| <b>ITEM 02:</b> | <b>RESOLUTION 22-46</b>        | <b>PROGRESSIVE WATER EMERGENCY SCOPE OF WORK</b>                                  |
| <b>ITEM 03:</b> | <b>RESOLUTION 22-47</b>        | <b>ODYSSY EMERGENCY AGREEMENT</b>   |
| <b>ITEM 04:</b> | <b>DISCUSSION &amp; ACTION</b> | <b>PUBLIC WORKS MOWER PURCHASE</b>  |
| <b>ITEM 05:</b> | <b>DISCUSSION &amp; ACTION</b> | <b>HENDERSON PARK TRUNK-OR-TREAT SPECIAL EVENT TEMPORARY ROAD CLOSURE REQUEST</b> |
| <b>ITEM 06:</b> | <b>DISCUSSION</b>              | <b>WASTEWATER CIP</b>   |

**REPORTS FROM OFFICERS**

- POLK COUNTY SHERIFFS OFFICE

- TOWN 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.



# DUNDEE TOWN COMMISSION MEETING

## OCTOBER 25, 2022

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### AGENDA ITEM 01: APPROVAL OF THE COMMISSION CONSENT AGENDA

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#### **SUBJECT:**

The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item in the consent agenda may be pulled by a member of the Town Commission for separate consideration.

#### **STAFF ANALYSIS:**

The consent agenda for the meeting of October 25, 2022 contains the following:

**A. Minutes for approval:**

- a. Town Commission August 09, 2022 Meeting Minutes

**B. Agreements:**

- a. Richmond American Homes, Season at Hilltop Developers Agreement
- b. Mid-Florida Diesel Construction Agreement, RFP 22-05

**C. Board Appointments:**

- a. Suzetta Henson Reappointment to Planning & Zoning Board

#### **STAFF RECOMMENDATION:**

Approval of October 25, 2022 Consent Agenda

#### **ATTACHMENTS:**

- Town Commission August 09, 2022 Meeting Minutes
- Richmond American Homes, Season at Hilltop Developers Agreement
- *Mid-Florida Diesel Construction Agreement, RFP 22-05- Will be distributed at a later date*



# COMMISSION CONSENT AGENDA ITEM

**Meeting Date:** 10/25/2022

**Agenda Item No.:** 1A

**Type of Item:**

<input checked="" type="checkbox"/>	Meeting Minutes	<input type="checkbox"/>	Letter of Commendation
<input type="checkbox"/>	Committee Appointment	<input type="checkbox"/>	Contract
<input type="checkbox"/>	Committee Report	<input type="checkbox"/>	Resignation
<input type="checkbox"/>	Department Report		

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**SUBJECT:**

Meeting minutes of the Town of Dundee Commission and Board meetings.

Minutes for approval:

- a. Town Commission August 09, 2022 Meeting Minutes

**ATTACHMENTS:**

- Town Commission August 09, 2022 Meeting Minutes

# DUNDEE TOWN COMMISSION

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



## TOWN COMMISSION MINUTES REPORT FOR AUGUST 09, 2022

**CALL TO ORDER:** Mayor Pennant called the meeting to order at 6:31 PM.

**PLEDGE OF ALLEGIANCE** Mayor Pennant

**INVOCATION:** Mayor Pennant

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

**PUBLIC SPEAKING INSTRUCTIONS:** Mayor Pennant.

**ROLL CALL:** Jenn Garcia

*Town Commissioners Present:*

Commissioner Glenn

Commissioner Goddard

Commissioner Richardson

Vice Mayor Quarles

Mayor Pennant

*Town Commissioners Absent:*

NONE

*Town Staff Members Present:*

Tandra Davis, Town Manager

Seth Claytor, Assistant Town Attorney

Jenn Garcia, Town Clerk

John Vice, Public Works Director

Eneida Padilla Nieves, Interim Finance Director

Trevor Douthat, Utilities Supervisor

Melissa Glogowski, Executive Administrative Assistant

Tracy Mercer, Special Projects/Interim Utilities Director

### ***DELEGATION QUESTIONS & COMMENTS FROM THE FLOOR***

Mayor Pennant opened the floor for comments from the public.

**Archie Sapp, 703 N. Adams Ave., Dundee**, appreciated the much-needed renovations to the Depot. Expressed concern for the traffic and dangerous driving on 8<sup>th</sup> Street and requested the Commission and Town Staff consider solutions for the issue. Stated that law enforcement should be doing more to address the dangerous speeding and driving in that area.

Mayor Pennant responded that speeding is an issue everywhere, not only specifically Dundee.

Seeing no additional public come forth the floor was closed.

### **ITEM 01: APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR**

#### **A. Minutes for approval:**

- Tree Board 05/18/2022 Meeting Minutes
- B. Agreements**
- Polk County Sheriff Interlocal Agreement Emergency Services Modification No. 1

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 for the meeting of August 09, 2022, made by Commissioner Glenn. Seconded by Vice-Mayor Richardson. Passed Unanimously.***

*AYES: Glenn, Goddard, Quarles, Richardson, Pennant*

*NAYES: None*

**APPROVAL OF AGENDA FOR AUGUST 09, 2022**

***MOTION TO APPROVE the regular meeting agenda for the meeting of August 09, 2022, made by Commissioner Goddard. Seconded by Commissioner Quarles. Passed Unanimously.***

*AYES: Glenn, Goddard, Quarles, Richardson, Pennant*

*NAYES: None*

**ITEM 02: PROCLAMATIONS, RECOGNITIONS, & DESIGNATIONS**

***MOTION TO SUPPORT the 2022 Buffalo Soldiers Proclamation, made by Commissioner Quarles. Seconded by Commissioner Glenn. Passed Unanimously.***

*AYES: Glenn, Goddard, Quarles, Richardson, Pennant*

*NAYES: None*

Mayor Pennant presented Beverly M. Bailey and Doris Moore Bailey with the 2022 Buffalo Soldiers Proclamation.

Mrs. Bailey gave her appreciation to the Mayor and Town Commission and explained some of the history of the Polk County Buffalo Soldiers.

Drexel Robinson thanked the Mayor Pennant and the Town Commission for the proclamation and recognition of Buffalo Soldiers

Tyrone Henderson recognized the Buffalo Soldiers in the Town of Dundee.

**ITEM 03: ORDINANCE 22-28, PUBLIC HEARING, ALFORD ROAD REZONING**

Assistant Attorney Claytor read the legal title of Ordinance 22-28.

**ORDINANCE NO. 22-28**

AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM POLK COUNTY AGRICULTURE/RURAL RESIDENTIAL (A/RR) TO MODERATE-DENSITY SINGLE-FAMILY RESIDENTIAL (RSF-3) FOR APPROXIMATELY 48.29 ACRES LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF ALFORD ROAD

WITH WEIBERG ROAD AND EDWARDS ROAD, FURTHER DESCRIBED AS PARCELS 272823-000000-034010, 272823-000000-034020, 272823-000000-034030, AND 272823-000000-032020; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Marisa Barmby of Central Florida Regional Planning Council gave the analysis.

**Rennie Heath**, representing the property owner and land developer of the project, addressed the Commission and made himself available for any questions and requested approval of the rezoning.

Mayor Pennant opened the floor for comments from the public

**Jane Gilmore, 1477 Alford Road, Haines City**, expressed concerns for the traffic and road conditions of Alford/Edwards/Weiberg roads and if the water coming in for this development might be available to the existing residents.

Marisa Barmby responded that the roads mentioned are county roads. The Town is working with the county on the impacts on these roads. Mrs. Barmby gave her contact information to Ms. Gilmore to discuss options with the water.

**Name inaudible, 00 Weiberg Road, Dundee**, concerned of flooding near his mother's property.

Assistant Town Attorney Claytor reminded the Commission that this a hearing regarding the zoning ordinance; and the site-specific development issues/concerns would be heard and addressed during the subdivision approval process. He further encouraged the speaker to voice concerns during the subdivision approval process.

Seeing no public come forth, the floor was closed.

***MOTION TO APPROVE the second and final reading of Ordinance 22-28 amending the zoning designation for the property located in the Town of Dundee from Polk County Agriculture/Rural Residential to Moderate Density Single Family Residential-3 on 48.29 acres located at the northeast corner of the intersection of Alford Road with Weiberg Road and Edwards Road made by Commissioner Glenn. Second by Commissioner Goddard. Passed Unanimously.***

*AYES: Glenn, Goddard, Quarles, Richardson, Pennant*

*NAYES: None*

#### **ITEM 04: ORDINANCE 22-27, WEIBERG ROAD CDD ESTABLISHED, FIRST READING TO SET THE PUBLIC HEARING**

Assistant Attorney Claytor read the legal title of Ordinance 22-27 and gave the analysis.

#### **ORDINANCE NO. 22-27**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA ESTABLISHING THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2021); PROVIDING A TITLE; PROVIDING FINDINGS; CREATING AND NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING

FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVINER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Meredith Hammock, petitioner representative, addressed the commission requesting approval and making herself available for questions.

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

***MOTION TO APPROVE first reading of Ordinance 22-27 to set the public hearing made by Commissioner Goddard. Second by Commissioner Quarles. Passed Unanimously.***

*AYES: Glenn, Goddard, Quarles, Richardson, Pennant*

*NAYES: None*

**ITEM 05: ORDINANCE 22-26, WOODLAND RANCH ESTATES CDD ESTABLISHED, FIRST READING TO SET THE PUBLIC HEARING**

Assistant Attorney Claytor read the legal title of Ordinance 22-26 and gave the analysis.

**ORDINANCE NO. 22-26**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA ESTABLISHING THE WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2021); PROVIDING A TITLE; PROVIDING FINDINGS; CREATING AND NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF THE SCRIVINER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Pennant opened the floor for comments from the public.

Meredith Hammock, petitioner representative, addressed the commission requesting approval and making herself available for questions.

Seeing no further public come forth, the floor was closed.

***MOTION TO APPROVE the first reading of Ordinance 22-26 to set the public hearing made by Commissioner Goddard. Second by Commissioner Glenn. Passed Unanimously.***

*AYES: Glenn, Goddard, Quarles, Richardson, Pennant*

*NAYES: None*

**ITEM 06: DISCUSSION & ACTION, AGREEMENT FOR TRANSFER AND ACCEPTANCE OF PUBLIC ROADS FROM POLK COUNTY**

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 agreement for the transfer and acceptance of public roads from Polk County made by Commissioner Quarles. Second by Vice Mayor Richardson. Passed Unanimously.***

*AYES: Glenn, Goddard, Quarles, Richardson, Pennant*

*NAYES: None*

#### **ITEM 07: RESOLUTION 22-27, ACCEPTANCE OF COUNTY ROADS & ROW TRANSFERS**

Assistant Attorney Claytor read the legal title of Resolution 22-27 and gave the analysis.

##### **RESOLUTION NO. 22-27**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF THAT CERTAIN REAL PROPERTY FROM POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE COUNTY DEED EXECUTED AND DELIVERED BY POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE AND RECORDED ON \_\_\_\_\_, 2022, IN THE OFFICIAL RECORDS BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

***MOTION TO CONDITIONALLY APPROVE Resolution 22-27 accepting the property and conveyance by County Deed made by Commissioner Quarles. Second by Commissioner Glenn Passed Unanimously.***

*AYES: Glenn, Goddard, Quarles, Richardson, Pennant*

*NAYES: None*

#### **ITEM 08: DISCUSSION AND ACTION – TEMPORARY ROAD CLOSURE TREE LIGHTING & HOLIDAY PARADE**

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 temporary road closures for the 2022 tree lighting and holiday parade as recommended made by Commissioner Glenn. Second by Commissioner Goddard. Passed Unanimously.***

*AYES: Glenn, Goddard, Quarles, Richardson, Pennant*

*NAYES: None*

#### **REPORTS FROM OFFICERS**

- **DUNDEE FIRE DEPARTMENT**

- In the last two weeks, they had 37 calls and 333 calls this year to date which are detailed as 1 Fire Rescue/EMS, 3 service calls, 8 false alarms, 2 others.

- **TOWN ATTORNEY**

- Suggested a Town Commission informational workshop on CDDs. It was the consensus of the commission to have the workshop on August 23<sup>rd</sup>, 2022, at 5:30pm prior to the Town Commission meeting.
- **TOWN MANAGER**
  - The Depot Renovation is making progress. The Depot contents will be moved out and stored safely during the renovations. The completion date is tentatively expected in November.
  - The Church on The Hill has invited the Commission and Community to a prayer service for the upcoming school year on August 10<sup>th</sup>, 2022.
  - August 23<sup>rd</sup>, 2022 is Election Voting day at the Community Center and we are reminding everyone to vote.
  - Friday, August 12th, 2022, is the Town Intern, William's, last day for this summer. He will be returning to college in Valdosta. Excited to have him return during his Christmas break.
  - The Winter Haven Interlocal Agreement will be on the next meeting agenda.
  - Informed Mr. Sapp that Town Staff will investigate the 8<sup>th</sup> Street concerns.
  - The Town Building Inspector, Pete Kitchens, has completed his residential inspection certification and will begin work on his commercial.
- **COMMISSIONERS**
  - **Commissioner Goddard**
    - Thanked all in attendance.
    - Thanked Staff.
  - **Commissioner Glenn**
    - Thanked all in attendance.
    - Requested update on Winn Dixie turn in.
      - Town Manager Davis stated we are waiting on an appointment with the Pastor, it is still in the works.
  - **Commissioner Quarles**
    - Thanked all in attendance.
  - **Vice Mayor Richardson**
    - Thanked all in attendance.
- **MAYOR**
  - Thanked the Buffalo Soldiers that were in attendance.
  - Thanked all in attendance.
  - Reminded everyone to take precautions during hurricane season.

## ADJOURNMENT

Meeting adjourned at 7:28 pm.

Respectfully Submitted,

*Jenn Denson Garcia*  
Jenn Garcia, Town Clerk

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

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_



# COMMISSION CONSENT AGENDA ITEM

**Meeting Date:** 10/25/2022

**Agenda Item No.:** 1B

**Type of Item:**

<input type="checkbox"/>	Meeting Minutes	<input type="checkbox"/>	Letter of Commendation
<input type="checkbox"/>	Committee Appointment	<input checked="" type="checkbox"/>	<b>Contract</b>
<input type="checkbox"/>	Committee Report	<input type="checkbox"/>	Resignation
<input type="checkbox"/>	Department Report		

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**SUBJECT:**

The following agreements are ministerial in nature. There are no substantive changes to Town code or policy.

Contracts/Agreements for approval:

- a. Richmond American Homes, Seasons at Hilltop Developer Agreement
- b. Mid-Florida Diesel, Inc Construction Agreement

**ATTACHMENTS:**

- Richmond American Homes, Seasons at Hilltop Developer Agreement
- *Mid-Florida Diesel, Inc Construction Agreement- will be distributed at a later date*

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

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

For Recording Purposes Only

**AMENDMENT TO AGREEMENT REGARDING RESERVED CAPACITY IN THE  
TOWN OF DUNDEE'S WASTEWATER TREATMENT PLANT**

THIS AMENDMENT TO DEVELOPER'S AGREEMENT REGARDING THE FUNDING OF THE DESIGN, PERMITTING AND CONSTRUCTION OF THE EXPANSION OF THE TOWN OF DUNDEE'S WASTEWATER TREATMENT PLANT ("Amendment"), made and entered into this 13th day of September, 2022, by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado limited partnership ("Owner").

**FACTUAL RECITALS**

1. On or about July 28, 2004, the Town and Hilltop Groves LLC, a Florida Limited Liability Company, entered into that certain Developer's Agreement Regarding the Funding of the Design, Permitting and Construction of the Expansion of the Town of Dundee's Wastewater Treatment Plant (the "Agreement") a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference.

2. On or about November 3, 2021, the Owner acquired 74 wastewater ERCs ("Owner ERCs") from **HILLTOP GROVES, LLC**, a Florida limited liability company, by Special Warranty Deed (the "Deed") which were the subject of the Agreement. Copies of the Deed and closing statement are attached hereto as Composite **Exhibit "B"** and made a part hereof by reference.

3. The Town and Owner have determined that, at this time, the Owner holds, albeit expired, 74 Wastewater ERCs representing 19,980 gallons per day (GPD) in equivalent capacity in the Town's Wastewater Utility System represented by ERC Certificates numbered 1686 through 1759.

4. The Owner has not otherwise conveyed, assigned, pledged, hypothecated or otherwise redeemed any of said certificates representing the Owner ERCs as defined and identified herein although said Owner ERCs expired on April 24, 2011.

5. The Owner is the owner of certain real property situated in Polk County, Florida, more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Property") which is the Seasons at Hilltop Subdivision.

6. On September 13, 2022, the Owner requested that the Town reactivate 74 of the Wastewater ERCs (Original ERC Certificates 1686 through 1759).

7. On June 22, 2021, the Town Commission approved the reactivation and transfer of ERCs 1606-1648 and 1649-1685 to the Vista Del Lago, LLC for the development of the Vista Del Lago, Phase II and Phase III subdivisions.

8. The 74 Owner ERCs requested for reactivation would have accrued Fifty-Nine Thousand Nine Hundred Forty Dollars and zero cents (\$59,940.00) in idle capacity charges from April 24, 2006 through October 24, 2022 which remains unpaid.

9. On June 23, 2020, the Town introduced and passed Resolution No. 20-13 (the "Resolution"). A copy of the Resolution is attached hereto as **Exhibit "C"** and made a part hereof by reference.

10. The Resolution provides for a temporary waiver of certain Town of Dundee Idle Capacity Fee(s) for a period of eighteen (18) months beginning on June 23, 2020 and automatically sunseting on December 23, 2021.

11. The Town acknowledges that all Town wastewater impact fees have been paid by Owner or its predecessor in interest for the Town's allocation of wastewater capacity for the Owner ERCs pursuant to the Agreement and that the Town presently has adequate permitted capacity in its wastewater plant for the wastewater capacity represented by the Owner ERCs described above.

12. Owner received the transfer or assignment of the 74 Owner ERCs for construction of single-family homes to be located within the municipal limits of the Town.

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

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

**SECTION 1. RECITALS; OWNERSHIP.** The Factual Recitals above are true and correct and form a factual and material basis of this Amendment. The Town acknowledges and ratifies the transfer of the Owner ERCs, and the Town further acknowledges and agrees that Owner owns the Owner ERCs which are the subject matter of this Amendment.

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

### **SECTION 3. GRANT OF EXTENSION.**

A. The Town, pursuant to the terms of this Amendment, hereby reactivates said 74 Owner ERCs and grants to the Owner an extension of the term of the 74 Owner ERCs of equivalent capacity in the Town's Wastewater Treatment Plant represented by Wastewater ERC Certificates (Original ERC Certificates 1686 through 1759) through a period expiring September 13, 2023 ("Expiration Date").

B. In consideration for such extension, within thirty (30) calendar days after mutual execution of this Agreement and approval by the Town Commission, Owner shall pay Fifty-Nine Thousand Nine Hundred Forty Dollars and zero cents (\$59,940.00) in immediately available funds to the Town in full satisfaction of the wastewater idle capacity charges outstanding as of the date of this Agreement and due through October 24, 2022 and pay any and all other charges that may be due pursuant to Chapter 54 of the Town's Code of Ordinances. To the extent the Town determines that any other idle capacity charges are due in accordance with Chapter 54 of the Town's Code of Ordinances regarding the Water and Wastewater Owner ERCs that are the subject of this Agreement then Owner agrees to pay said charges to the Town within thirty (30) calendar days of receipt of an invoice sent to Owner for same. No refunds of any idle capacity charges paid by Owner shall be given by the Town.

C. Once the Owner has paid the sum of Fifty-Nine Thousand Nine Hundred Forty Dollars and zero cents (\$59,940.00) in immediately available funds to the Town, all previously issued certificates representing the Wastewater Owner ERCs extended herein and that are the subject of this Agreement shall be returned to the Town and cancelled and of no force and effect. Thereafter, in exchange for the returned certificates, the Town will issue new certificates for Wastewater Owner ERCs extended herein and that are the subject matter of this Agreement and provide same to the Owner. Provided however that the terms of the Agreement attached hereto as **Exhibit "A"** shall not control and when new certificates are issued by the Town to Owner. No Wastewater capacity in the Town's Wastewater Utility Systems shall be reserved beyond September 13, 2023 and the Owner ERCs extended herein shall expire on September 13, 2023.

### **SECTION 4. GRANT OF OPTION.**

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

B. At least thirty (30) days prior to any Independent Transfer as defined herein, Owner shall provide written notice to the Town thereof ("Transfer Notice"), which shall include the Transferee's (i) name, (ii) address, (iii) employer identification number (EIN) or federal tax identification number, and (iv) contact information (including telephone number, fax number, and e-mail address, as applicable). The parties agree that Transferee shall enter into transfer and/or assignment agreement with **RICHMOND**

**AMERICAN HOMES OF FLORIDA, LP**, in the event of any transfer and/or assignment of the Owner ERCs and that notice was previously given by Owner for this specific anticipated Independent Transfer.

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

**SECTION 5. OBLIGATIONS OF TOWN.**

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

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

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

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

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

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

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

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

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

TOWN: TOWN OF DUNDEE  
P.O. Box 1000  
202 East Main Street  
Dundee, Florida 33838-1000  
Attention: Town Manager

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

OWNER: RICHMOND AMERICAN HOMES OF FLORIDA, LP  
2822 Commerce Park Drive, Suite 100  
Orlando, Florida 32819

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

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

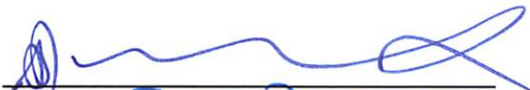
confirmed. In the event of any conflict between the terms of the Agreement and Amendment, the terms of this Amendment shall control.

**[SIGNATURE PAGES TO FOLLOW]**

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

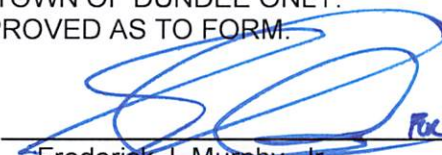
ATTEST:

THE TOWN OF DUNDEE

By:   
Print Name: Sam Pennant  
As Its: Mayor  
Date: 09/15/2022

By:   
Print Name: Jenn Garcia  
As Its: Town Clerk

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

By:   
Frederick J. Murphy, Jr.  
Town Attorney

OWNER:

RICHMOND AMERICAN HOME OF FLORIDA, LP,  
a Colorado limited partnership

By: [Signature]  
Name: KENNETH SMITH  
Title: DIVISION PRESIDENT

Signed and delivered  
In the presence of:

[Signature]  
Print Name: SCOTT HARWOOD

[Signature]  
Print Name: Joshua Rivera

STATE OF FLORIDA  
COUNTY OF POLK Orange

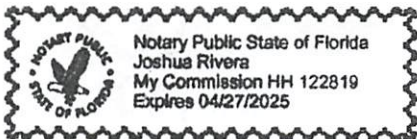
The foregoing instrument was acknowledged before me this 22 day of September, 2022, by Kenneth Smith, as Division President of RICHMOND AMERICAN HOMES OF FLORIDA, LP, on behalf of the company, RICHMOND AMERICAN HOMES OF FLORIDA, LP. He is ☒ personally known to me or ☐ has produces \_\_\_\_\_ as identification and ☐ (did) ☐ (did not) take an oath.

[Signature]  
Signature of Person Taking Acknowledgement

Joshua Rivera  
Name of Acknowledger Types, Printed, or Stamped

Notary, Production Coordinator  
Title or Rank

HH 122819  
Serial Number, if any.



Final Draft 07/28/2004

Agreement #4

DEVELOPER'S AGREEMENT  
REGARDING THE FUNDING OF THE  
DESIGN, PERMITTING AND  
CONSTRUCTION OF THE  
EXPANSION OF THE TOWN OF DUNDEE'S  
WASTEWATER TREATMENT PLANT

PAID APR 25 2006

IN FULL

*Jim Gallagher*  
*Jason Monaghan*

THIS AGREEMENT ("Agreement") is made on this 25<sup>th</sup> day of July, 2004, by and between Hilltop Groves, LLC (the "Developer/Owner") and the TOWN OF DUNDEE, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"). Town of Dundee  
P.O. Box 1000  
Dundee, FL 33838

WITNESSETH

WHEREAS, the Town operates a wastewater treatment plant that is presently serving close to or at its capacity; and

WHEREAS, the Town is presently expanding its municipal limits through annexation which will bring growth and development to the Town; and

WHEREAS, in order to accommodate the anticipated growth it will be necessary for the Town to expand the permitted capacity of its wastewater treatment plant from 90,000 gallons per day to 700,000 gallons per day or more; and

WHEREAS, several of the property owners and Developers of land within the Town limits have had discussions with the Town in order to determine the most feasible way to immediately expand the wastewater treatment plant; and

WHEREAS, the Town has retained Envisors Consulting Engineers to prepare a preliminary design report which was presented to the Town Council at a special meeting on March 23, 2004 which identified the relative costs and expenses of expanding the wastewater treatment plant to 700,000 gallons per day or more; and

WHEREAS, if the Town Council were to proceed under the usual financing methods to obtain the necessary funds for design, permitting and expanding the wastewater treatment plant it would take at least 18 to 20 months from the present time to explore such financing; and

WHEREAS, in order to address the immediate needs of growth and development and to accelerate the design, permitting and construction of an expansion of the wastewater treatment plant, the Town of Dundee has indicated that it will move forward with the design, permitting and construction of an expansion of its wastewater treatment plant if those Developers who desire the extra capacity will immediately and irrevocably fund the costs of the expansion up front based on the equivalent residential connections (ERC) each Developer/Owner proposes to connect to the Town's wastewater treatment plant. Such funding will permit the Town of Dundee to greatly accelerate the design,

permitting and construction of the expansion to its wastewater treatment plant. Further, without such funding it is not likely that the Town would be able to expand its permitted capacity for the wastewater treatment plant at any time now or in the near future;

WHEREAS, the Town is presently working with Polk County to enter into an Interlocal Agreement to allow the Town to tap into Polk County's wastewater treatment plant located in the Waverly area of Polk County, Florida, as a short term way to address the Town's need for additional wastewater treatment capacity; and

WHEREAS, such short term temporary capacity in the Town's waste water system that results from the diversion of waste water flows to Polk County's Waverly Plant will be connected only to customers who have been issued certificates of occupancy and on a first come first served basis until such additional wastewater treatment capacity is exhausted; and

WHEREAS, after the short term temporary capacity is exhausted, those wishing to connect to the sewer system will have to wait until new capacity resulting from the sewer plant expansion project becomes available; and

WHEREAS, the Town of Dundee Code of Ordinances requires the payment of certain connection fees on the basis of the number of Equivalent Residential Connections (ERC) proposed to be connected to the utility system. Further, the Town Code permits developer's agreements which set forth in detail the terms and conditions under which the Town will provide utility service to the Developer's/Owner's property; and

WHEREAS, the Town deems such an agreement necessary to facilitate the construction of expansion of the Town's wastewater treatment plant; and

WHEREAS, it is therefore deemed to be in the interest of the public health, safety and welfare for the Town and an appropriate exercise of the Town's authority to enter into the instant Developer's Agreement.

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:

- 1.0 Recitals. The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the parties agree is the basis of the instant Developer's Agreement.
- 2.0 Purpose. The purpose of this Developer's Agreement is to memorialize the Developer's/Owner's financial commitment to the Town relating to the expansion of the Town's wastewater treatment plant.
- 3.0 Wastewater Treatment Plant Capacity. In order to assure that sufficient capacity exists in the Town's wastewater treatment plant it will be

necessary to design, permit and construct an expansion of the Town's wastewater treatment plant in order to allow capacity of at least 700,000 gallons per day to accommodate anticipated and projected growth and development in the Town. In order to allow the Town to immediately begin the design, permitting and construction of an expansion to its wastewater treatment plant, the Developer/Owner will be required to pay to the Town in cash the amount of \$691,267.50 which amount is based on a total of 266 ERCs the Developer/Owner proposes to connect to the Town's wastewater treatment plant and is related to the 71,820 gpd in equivalent capacity that the Developer/Owner will need from the Town's expanded wastewater treatment plant. In addition the Developer/Owner shall be required to post an Irrevocable Letter of Credit or other security reasonably acceptable to the Town and in the form attached hereto as Exhibit "A". Pursuant to paragraph 4 below, the Developer/Owner is obligated to pay said funds to the Town in order to purchase 266 ERCs which represents 71,820 gpd in equivalent capacity.

4.0 Developer's/Owner's Obligations.

4.1.1. The Developer/Owner agrees to pay to the Town the sum of \$691,267.50 in cash, cashier's check or cleared funds payable to the Town of Dundee to purchase 266 ERCs that it proposes to connect to the Town's wastewater treatment plant and which represents 71,820 gpd in equivalent capacity in accordance with the following:

4.1.2. The sum of One Hundred Seven Thousand Eight Hundred Forty Eight Dollars and Fourteen Cents (\$107,848.14) in cash, cashier's check or cleared funds payable to the Town of Dundee upon its execution of this Agreement. The balance of Five Hundred Eighty Three Thousand Four Hundred Nineteen Dollars and Thirty Six (\$583,419.36) shall be paid in cash, cashier's check or cleared funds payable to the Town of Dundee in three (3) installments in accordance with the following schedule:

Payment for the amount of \$107,848.12 is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment for the amount of \$107,848.12 is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

Payment for the amount of \$367,723.12 is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the

PAID  
MIDFLORIDA  
CR# 07-448 3566716

Town's engineer and sewer plant operational permits are in hand for the sewer plant expansion project that is expected to occur on or before December 31, 2005.

The Town's certifications described above shall be final and binding on Developer/Owner and will require the immediate payment to the Town of the funds requested and due.

- 4.1.3. In addition, to secure its obligations to the Town under this Agreement and upon the execution of this Agreement the Developer/Owner shall deliver to the Town an irrevocable letter of credit in the form as set forth as Exhibit "A" attached hereto. To the extent payments are not made by the Developer/Owner under paragraph 4.1.2 above within fourteen (14) days after written notice by the town requesting payment, the Town may draw upon any or all such cash or letters of credit in whole or in part to provide funds to pay for the design, permitting and construction of the wastewater treatment plan expansion as more particularly set forth herein. The Town shall not be obligated to commence the design, permitting and any phase of construction of the improvements to the wastewater treatment plant unless and until the Developer/Owner of the development has delivered to the Town the required cash and letter of credit.
- 4.1.4. Developer/Owner acknowledges and agrees that the Town's willingness to enter into this Developer's Agreement shall not be construed as a waiver by the Town of any applicable law, ordinance, rule or regulation for the construction of any future developments.
- 4.1.5. In the event the Developer/Owner assigns and/or conveys its interest in any real property that is being used to calculate the ERC to the Town's wastewater system, the new Owner of such property may upon notice to the Town join in this Agreement and pay the required contribution for the purchase of the 266 ERCs for the applicable property provided such notice is given within thirty (30) days after the closing of the contract for purchase, but in no event beyond the term of this Agreement. In any event unless and until the new Owner joins in this Agreement and becomes obligated to the same extent as the Developer/Owner hereunder, the Developer/Owner shall remain obligated to the Town for all obligations hereunder.
- 4.1.6. Subject to the provisions in paragraph 5.1.4 below any funds paid to the Town hereunder shall be non-refundable in the event that the Developer chooses not to move forward with the proposed development.

#### 5.0 Town's Obligations.

- 5.1.1 Subject to the Developer's/Owner's compliance with its obligations under this Agreement, the Town shall commence the design and permitting of the expansion of its wastewater treatment plant immediately. Upon completion of design and permitting the Town shall commence construction of the expansion of its wastewater treatment plant with an anticipated completion date no later than 16 months from the effective date of this Agreement.
- 5.1.2 Reservation of Capacity. In consideration for the payment by the Developer/Owner as more particularly set forth in paragraph 4 above the Town hereby reserves 71,820 gpd in equivalent capacity for the Developer/Owner based on 266 ERCs purchased hereunder. In the event the Developer/Owner determines that it does not need all of the reservation of capacity/ERC's purchased hereunder then such reservation of capacity/purchased ERC's may be assignable and/or sold by the Developer but only with the Town's prior written consent and as contemplated in paragraph 4.1.5 above. It is agreed that the Town's consent will not be unreasonably withheld. Furthermore, all reservations of capacity pursuant to the terms of this Agreement shall exist for only five (5) years from the date that the expanded Wastewater Treatment Plant is fully online and operational. If within five (5) years from the date that the expanded Wastewater Treatment Plant is online and fully operational, the Developer/Owner and/or its successors and/or assigns or those persons or entities who have purchased the ERC's have not used the reserved capacity then it must sell such reserved capacity 266 ERC's representing 71,820 gpd (or portion thereof) in equivalent capacity back to the Town. In this event, payment arrangements shall be determined solely by the Town. The Developer and the Town agree that the foregoing provision is necessary to insure that the Town's ability to provide appropriate municipal services regarding the collection and treatment of wastewater and other effluent is not compromised by unused capacity.
- 5.1.3 The Town's obligations under this Agreement are conditioned on obtaining total funds and/or commitments of at least \$3.3 million. All funds collected from developers for this project shall be maintained in a separate bank account at Wachovia Bank, N.A. and titled "Dundee Sewer Plant Expansion Account" and such funds shall not be commingled with any other Town funds and shall not be appropriated to any other Town project, except that any funds remaining in the Dundee Sewer Plant Expansion Account after completion of the project and after all project expenses are paid in full, may be appropriated subject to any restrictions established for the use of sewer impact fees. Bank statements for the Dundee Sewer Plant Expansion Account, including any reports of daily account activity, shall be made available to the public upon request as such reports become available to the Town. In the event that the Town is unable to secure the required up front cash along with letters of credit

from developers prior to August 27, 2004 its obligations to expand the wastewater treatment plant and provide a reservation of capacity as described herein are null and void and all monies collected shall be refunded without interest at that time.

- 5.1.4 If the sewer plant expansion project is begun but not fully completed within 3 years from the effective date of this Agreement, then the Developers/Owners shall have the option to seek a refund of monies paid by the Developer/Owners hereunder without interest and in a manner and frequency determined solely by the Town so that such a refund will not compromise, harm, and/or impair the Town's fiscal condition and/or ability to provide necessary municipal services to its citizens. If in the event there is not sufficient waste water treatment capacity available to fulfill the Town's obligations under this agreement, the Town will have no objection to the Developer beginning development utilizing septic tank and without requiring the Developer to install dry lines.
- 6.0 Authority. The Developer/Owner affirmatively represents that it has the requisite authority to transact business in the State of Florida and has the requisite authority to enter into this Agreement.
- 7.0 Binding Effect. The Burdens of this Developer's Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. However no assignments of this Agreement shall be allowed unless the Town consents in writing to same.
- 8.0 Applicable Law, Jurisdiction and Venue. This Developer's Agreement, and the rights and obligations of the Town and the Developer/Owner hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida. If any provision of this Developer's Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Developer's Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 9.0 Exhibits. All exhibits attached hereto contain additional terms of this Developer's Agreement and are incorporated herein by reference.
- 10.0 Captions and Paragraph Headings. Captions and paragraph headings contained in this Developer's Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Developer's Agreement, nor the intent of any provision hereof.

- 11.0 Definitions. Unless specifically defined herein, the terms used in this Developer's Agreement shall be assigned the meanings, interpretations and/or definitions applied to, or provided in, the Town of Dundee Code of Ordinances and/or Florida Law.
- 12.0 Counterparts. This Developer's Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Developer's Agreement.
- 13.0 Merger. This Developer's 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.
- 14.0 Effective Date and Duration. This Agreement shall become effective after it has been duly approved by the Town Council and executed by all parties. It shall remain in full force and effect for a period of five (5) years from that date.
- 15.0 Amendment. This Developer's Agreement may only be amended by mutual consent of the parties in writing.
- 16.0 Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, execute, acknowledge and deliver, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Developer's Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Developer's Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Developer's Agreement, and to coordinate the performance of their respective obligations under the terms of this Developer's Agreement. To the extent of any conflict with the development conditions or other rules and regulations, which may otherwise govern the Development, the terms and conditions of this Developer's Agreement shall prevail.
- 17.0 Notices. Any notices or reports required by this Developer's Agreement shall be sent to the following:

For the Town:

Town Manager  
Town of Dundee  
Post Office Box 1000  
105 Center Street  
Dundee, FL 33838-1000

With a Copy to:

Frederick J. Murphy, Jr. Town Attorney  
Town of Dundee  
Post Office Drawer 30  
245 South Central Avenue  
Bartow, Florida 33830

For the Developer/Owner:

Joe Saunders  
Hilltop Groves, LLC  
5529 U.S. 98 North  
Lakeland, FL 33809

With copy to:

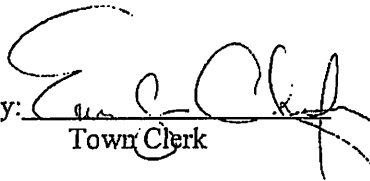
Attn: Rick Miller  
Miller, Crosby & Miller  
P.O. Box 8169  
Lakeland, FL 33802

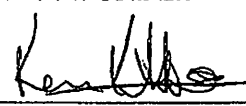
IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Developer's Agreement on the day(s) and year set forth below.

(SEAL)

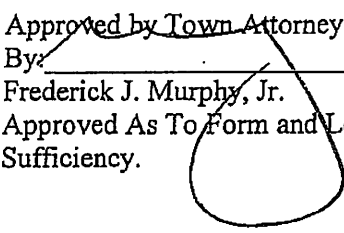
TOWN COUNCIL OF THE  
TOWN OF DUNDEE

ATTEST:

By:   
Town Clerk

By:   
Kevin Kitto - Mayor

Date: 11<sup>th</sup> August 04

Approved by Town Attorney  
By:   
Frederick J. Murphy, Jr.  
Approved As To Form and Legal  
Sufficiency.

WITNESSES

{ DEVELOPER }

[Signature]  
Atty. in Law  
State of Florida  
[Signature]

Hilltop Groves, LLC


By: Joe L. Saunders  
Joe L. Saunders

Its: Managing Member

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument is hereby acknowledged before me this 28<sup>th</sup> day of July, 2004, by Joe L. Saunders, as Managing Member of { DEVELOPER }, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

 Emily J. Chafin  
My Commission DD244879  
Expires August 26 2007

**Exhibit A**

**MIDFLORIDA Federal Credit Union  
Business Services  
Irrevocable Letter of Credit**

Date Issued: August 25, 2004

Letter of Credit No. 302997

**Beneficiary:** Town of Dundee  
P.O. Box 1000  
105 Center Street  
Dundee, Florida 33838

Honorable Mayor and Town Council Members:

We hereby issue our irrevocable letter of credit in your favor, for the account of **Hilltop Groves, LLC, 5529 U.S. 98 North, Lakeland, Florida 33809** in the aggregate amount of **USD Five hundred eighty three thousand four hundred nineteen dollars and thirty six cents (\$583,419.36)** available to you in three payments upon presentation of your draft(s) at sight on ourselves when accompanied by an affidavit signed jointly by the Town Mayor and Town Manager of Dundee, both authorized representatives of the Town of Dundee, certifying each stage of sewer plant expansion completion has been reached and stating that funds are due and payable by **Hilltop Groves, LLC** in return for the Town of Dundee reserving and assigning a total of **266 ERC's** of sewer plant capacity exclusively for utilization by **Hilltop Groves, LLC** in accordance with the following schedule as agreed:

Payment No. 1, for the amount of **\$107,848.12** is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment No. 2, for the amount of **\$107,848.12** is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

Payment No. 3, for the amount of **\$367,723.12** is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the Town's engineer for the sewer plant expansion project, which is expected to occur on or before December 31, 2005.

The Town's certifications described herein as to payment requests shall be final and binding on **Hilltop Groves, LLC** and the **MIDFLORIDA Federal Credit Union** and once delivered to **Hilltop Groves, LLC** requires immediate payment to the Town of the funds requested.

This irrevocable letter of credit sets forth in full the terms of our undertaking. This undertaking shall not in any way be modified, amended, or amplified by reference to any document or contract referred to herein.

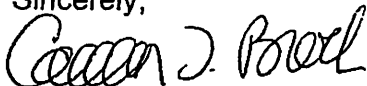
Drafts drawn under this credit must state on their face "drawn under **MIDFLORIDA Federal Credit Union** irrevocable letter of credit number **302997** dated **August 25, 2004**."

It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiry date unless at least (number of days) prior to such expiration date, we notify you in writing by certified mail or express courier that we elect not to renew this letter of credit for any such additional one year period.

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this credit shall be duly honored if presented together with documents as specified and the original of this credit, at this office on or before December 31, 2005.

Except as otherwise expressly stated herein, this letter of credit is subject to the Uniform Customs and Practices for Documentary Credits, established by the International Chamber of Commerce, as in effect on the date of issuance of this credit.

Sincerely,



Cameron Brock  
Assistant Vice President  
MIDFLORIDA Federal Credit Union  
Business Services

This document prepared by and Return to:  
Richmond American Homes of Florida LP  
2822 Commerce Park Drive #100  
Orlando, FL 32819

Grantee Tax ID# 33-1077984  
Parcel Tax ID#272823-000000-013010

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** ("Deed") is made this 3 day of November, 2021, between **HILLTOP GROVES, L.L.C.**, a Florida limited liability company, whose address is 5529 US 98N, Lakeland, FL 33809 ("Grantor"), and **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado limited partnership, whose address is 2822 Commerce Park Drive, Suite 100, Orlando, Florida 32819 ("Grantee").

**WITNESSETH:**

That Grantor, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), to it in hand paid by the Grantee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has bargained and sold and does hereby grant and convey unto the Grantee and the Grantee's heirs, successors and assigns forever, in fee simple absolute, all of Grantor's right, title, and interest in and to the following described land, situate, lying and being in Polk County, Florida, to wit ("Property"):

THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS AND EXCEPT A STRIP OF LAND 15 FEET IN WIDTH OFF THE NORTHERLY, EASTERLY AND SOUTHERLY SIDES THEREOF FOR PUBLIC HIGHWAY PURPOSES, ALSO LESS AND EXCEPT ADDITIONAL ROAD RIGHT-OF-WAY AS SHOWN IN DEED RECORDED IN OFFICIAL RECORDS BOOK 447, PAGE 570, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH all tenements, hereditaments, improvements, fixtures, and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the Property in fee simple forever.

GRANTOR covenants that at the time of delivery of this deed, except as set forth on Exhibit "A" hereto, the Property is free of any liens or encumbrances, and Grantor hereby specially warrant the title to the Property, and will defend it against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day, month and year first above written.

**GRANTOR:**

**WITNESSES:**

Pam Chancey  
Print Name: Pam Chancey

A. David Norris  
Print Name: A. David Norris

HILLTOP GROVES, L.L.C., a Florida limited liability company

By: Joe Saunderson  
Name: LEE SAUNDERSON - HILLTOP GROVES, LLC  
Title: MANAGER

STATE OF FLORIDA )  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of December 2021, by Lee Saunderson of Hilltop Grove, L.L.C., a Florida limited liability company, on behalf of the corporation.

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: \_\_\_\_\_



PAMELA G. CHANCEY  
Commission #HH 010422  
Expires October 15, 2024  
Bonded Thru Budget Notary Services

Pamela G. Chancey  
(Signature of Notary Public)

Pamela G. Chancey  
(Print, Type, or Stamp Commissioned Name of Notary Public)

My Commission expires: 10-15-2024

Affix Notary SEAL

Online Notary: ☐ (Check Box if acknowledgment done by Online Notarization)

File 21000050185

EXHIBIT B

**Stewart Title Guaranty Company  
Combined Statement**

11/1/2021 11:21 AM

<b>Stewart Title Guaranty Company, Tampa</b> <b>3402 West Cypress Street, Tampa, FL 33607, (813) 769-5620</b> <b>Escrow Officer: Janice Coulton</b>					
<b>Seller(s)</b>	Hilltop Groves, L.L.C., 6529 U.S. Highway 85 North, Lakeland, FL 33809				
<b>Buyer(s)</b>	Richmond American Homes of Florida, LP, 2822 Commerce Park Drive, Suite 100, Orlando, FL 32819				
<b>Lender(s)</b>					
<b>Property</b>	<b>Property Address</b> Lake Hatchineha Road Dundee, Florida 33844  <b>Site/Store Number</b> Hilltop  <b>PIN</b> 27-28-23-000000-013010				
<b>Closing Date</b>	11/4/2021	<b>Disbursement Date</b>	11/4/2021	<b>Proration Date</b>	11/4/2021
<b>Debit</b>	<b>Credit</b>			<b>Debit</b>	<b>Credit</b>
		<b>Sales Price/Consideration</b>			
\$1,702,000.00		Contract sales price			\$1,702,000.00
		<b>Deposits</b>			
	\$25,000.00	Initial Earnest Money Deposit			
		<b>Prorations</b>			
\$847.57		County taxes 11/4/2021 to 1/1/2022 @ \$4,075.23/yr			\$847.57
		<b>Other Adjustments</b>			
\$259,000.00		Reimbursement to Seller for Sewer impacts fees \$3,500.00 per Lot x 74 Lots			\$259,000.00
		<b>Title Charges</b>			
\$750.00		Settlement or closing fee to Stewart Title Commercial Services - Tampa		\$750.00	
\$7,613.00		Title Insurance to Stewart Title Guaranty Company			
		Owner's coverage \$1,702,000.00 \$8,830.00			
		- FL 9 1 06 r 8 14 REM Unimprvd Land OP STG \$883.00			
		- FL Survey Comm STG \$100.00			
\$225.00		Document Coordination Fee to Stewart Title Commercial Services - Tampa		\$225.00	
\$500.00		Search Fee - Invoice No. 51175 to Stewart Title Commercial Services - Tampa			
		<b>Recording Fees/Transfer Charges</b>			
		Recording fees: Special Warranty Deed - Estimate		\$100.00	
		Documentary Stamps Deed		\$11,914.00	
		<b>Additional Charges</b>			
		2021 Real Estate Taxes - Account #272823-000000-013010 to Joe G. Tedder, CFC, Tax Collector for Polk County		\$4,075.23	
\$1,970,735.57	\$25,000.00	<b>Subtotals</b>		\$17,054.23	\$1,981,847.57
	\$1,945,735.57	<b>Balance due from Buyer</b>			
		<b>Balance due to Seller</b>		\$1,944,583.34	
\$1,970,735.57	\$1,970,735.57	<b>Totals</b>		\$1,981,847.57	\$1,981,847.57

**Stewart Title Guaranty Company  
Combined Statement**

11/1/2021 11:21 AM

Buyer and Seller (Transferee and Transferor) understand the Closer or Escrow Agent on behalf of Stewart Title Guaranty Company - Stewart Title Guaranty Company - Commercial Services has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Buyer and Seller (Transferee and Transferor) understand that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or based on estimated figures for current year, and, in the event of any change for current year, all necessary adjustments must be made between Buyer and Seller (Transferee and Transferor) directly. The undersigned hereby authorizes Stewart Title Guaranty Company - Stewart Title Guaranty Company - Commercial Services to make expenditures and disbursements as shown above and approve the same for payment. The undersigned also acknowledge receipt of proceeds as applicable, and receipt of a copy of this Statement.

Dated as of this 2nd day of November, 2021

**Buyer(s):**

**RICHMOND AMERICAN HOMES OF FLORIDA LP,**  
a Colorado limited partnership

BY: RAH of Florida, Inc., a Colorado corporation,  
General Partner

BY: 

Name: F. Brian DeRogues  
Title: V.P., Legal

**Seller(s):**

**HILLTOP GROVES, L.L.C.,**  
a Florida limited liability company

By: 

Name: Lee Saunders  
Title: Manager

Stewart Title Guaranty Company,  
a Texas Corporation

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Janice Coulton  
Commercial Escrow Officer

**RESOLUTION NO. 20-13**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, MAKING FINDINGS AND, IN ACCORDANCE WITH SECTION 54-18 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, TEMPORARILY WAIVING IDLE CAPACITY CHARGE(S) FOR A PERIOD OF EIGHTEEN (18) MONTHS BEGINNING ON THE EFFECTIVE DATE OF THIS RESOLUTION AND PROVIDING FOR THE FULL AMOUNT OF THE TOWN OF DUNDEE IDLE CAPACITY CHARGE(S) TO AUTOMATICALLY BE REINSTATED UPON THE EXPIRATION OF EIGHTEEN (18) MONTHS FROM THE EFFECTIVE DATE OF THIS RESOLUTION; PROVIDING FOR APPLICABILITY OF THE TEMPORARY WAIVER OF IDLE CAPACITY CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, the Town Commission has reviewed the current charge(s) for reserved capacity arising out of current and active Equivalent Residential Connection(s) ("ERC") in the Town of Dundee water and wastewater utility system; and

**WHEREAS**, in accordance with Section 54-18(c) of the Code of Ordinances of the Town of Dundee, Florida, the Town Commission may, from time to time, set the amount(s) charged and collected for Idle Capacity charges by resolution; and

**WHEREAS**, in March, 2007 in accordance with Section 54-18 of the Code of Ordinances of the Town of Dundee, the Town Commission adopted Resolution 07-09 establishing Idle Capacity Charges; and

**WHEREAS**, in response to the COVID-19 pandemic and economic difficulties arising therefrom, the Town Commission desires to stimulate new development within the Town of Dundee, Florida, and promote economic activity within the Town of Dundee, Florida; and

**WHEREAS**, the Town Commission desires, for a temporary period of time not to exceed eighteen (18) months and beginning on the effective date of this Resolution, to waive the Idle Capacity Charges imposed by the Town of Dundee, Florida, for any current and active unredeemed ERC and/or paid connection fee; and

**WHEREAS**, the Town Commission finds that a temporary waiver of the Town of Dundee Idle Capacity Charges, for a period of time not to exceed eighteen (18) months beginning on the effective date of this Resolution, will promote the development, growth, and vitality of the Town of Dundee, Florida, and will further the health, safety and 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.** The above recitals are incorporated as a factual basis for the passage of this Resolution.

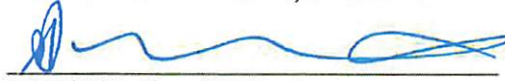
**Section 2.** The current amount of all Town of Dundee Idle Capacity Charges as set forth in Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, and first established by Resolution 07-09 of the Town Commission of the Town of Dundee and related schedule of such charges that may be on file in the Town Clerk's office are hereby temporarily waived for a period of eighteen (18) months beginning on the effective date of this Resolution; and all Idle Capacity Charges shall automatically be reinstated to the amount(s) charged on the effective date of this Resolution as of December 23, 2021. All other provisions of Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, and Resolution 07-09 shall remain in full force and effect.

**Section 3.** The temporary waiver of the Town of Dundee Idle Capacity Charges established by this Resolution shall apply prospectively beginning on the effective date of this Resolution. The temporary waiver of the Town of Dundee Idle Capacity Charges shall not be applicable to waive any currently past-due or delinquent charge(s) for unpaid Idle Capacity Charges; and the temporary waiver of the Town of Dundee Idle Capacity Charges shall not be applicable to unredeemed ERCs which are inactive, expired, and/or have not been renewed by the Town Commission on or before the effective date of this Resolution.

**Section 4.** This Resolution shall be effective immediately upon passage by the Town Commission.

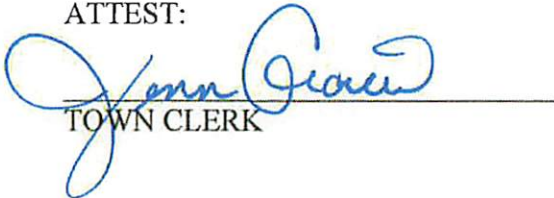
**INTRODUCED AND PASSED** by the Town Commission of the Town of Dundee, Florida, in regular session this 23rd day of June, 2020.

**TOWN OF DUNDEE, FLORIDA**

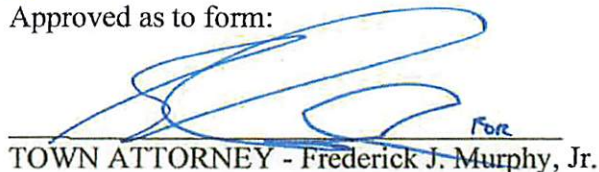


MAYOR- Sam Pennant

ATTEST:

  
TOWN CLERK

Approved as to form:

  
TOWN ATTORNEY - Frederick J. Murphy, Jr.





## COMMISSION CONSENT AGENDA ITEM

**Meeting Date:** 10/25/2022

**Agenda Item No.:** 1c

<b>Type of Item:</b>	<input type="checkbox"/> Meeting Minutes	<input type="checkbox"/> Proclamation
	<input checked="" type="checkbox"/> <b>Committee Appointment</b>	<input type="checkbox"/> Letter of Commendation
	<input type="checkbox"/> Committee Report	<input type="checkbox"/> Contract
	<input type="checkbox"/> Department Report	<input type="checkbox"/> Resignation

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**SUBJECT:**

The following board or committee re-appointments are recommended:

- Suzetta Henson Reappointment to Planning & Zoning Board

**ATTACHMENTS:**

None



# **DUNDEE TOWN COMMISSION MEETING**

## **OCTOBER 25, 2022**

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### **AGENDA ITEM 02: RESOLUTION 22-46, PROGRESSIVE WATER EMERGENCY SCOPE OF WORK**

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#### **SUBJECT:**

The Town Commission will consider approval of Resolution 22-46 for an Emergency Scope of Work with Progressive Water Resources for services related to the development of land use transitional program.

#### **STAFF ANALYSIS:**

Town Staff has identified the need to enter into a Scope of Work as an addendum to the Progressive Water Resources Agreement for the development of land use transitional program. This Scope of Work will create a strategy for targeting water use permits for land use transition which will benefit the Town with an increase in our water.

#### **FISCAL IMPACT:**

\$47,500.00

#### **STAFF RECOMMENDATION:**

Approval of Resolution 22-46 Progress Water Emergency Scope of Work

#### **ATTACHMENTS:**

Resolution 22-46

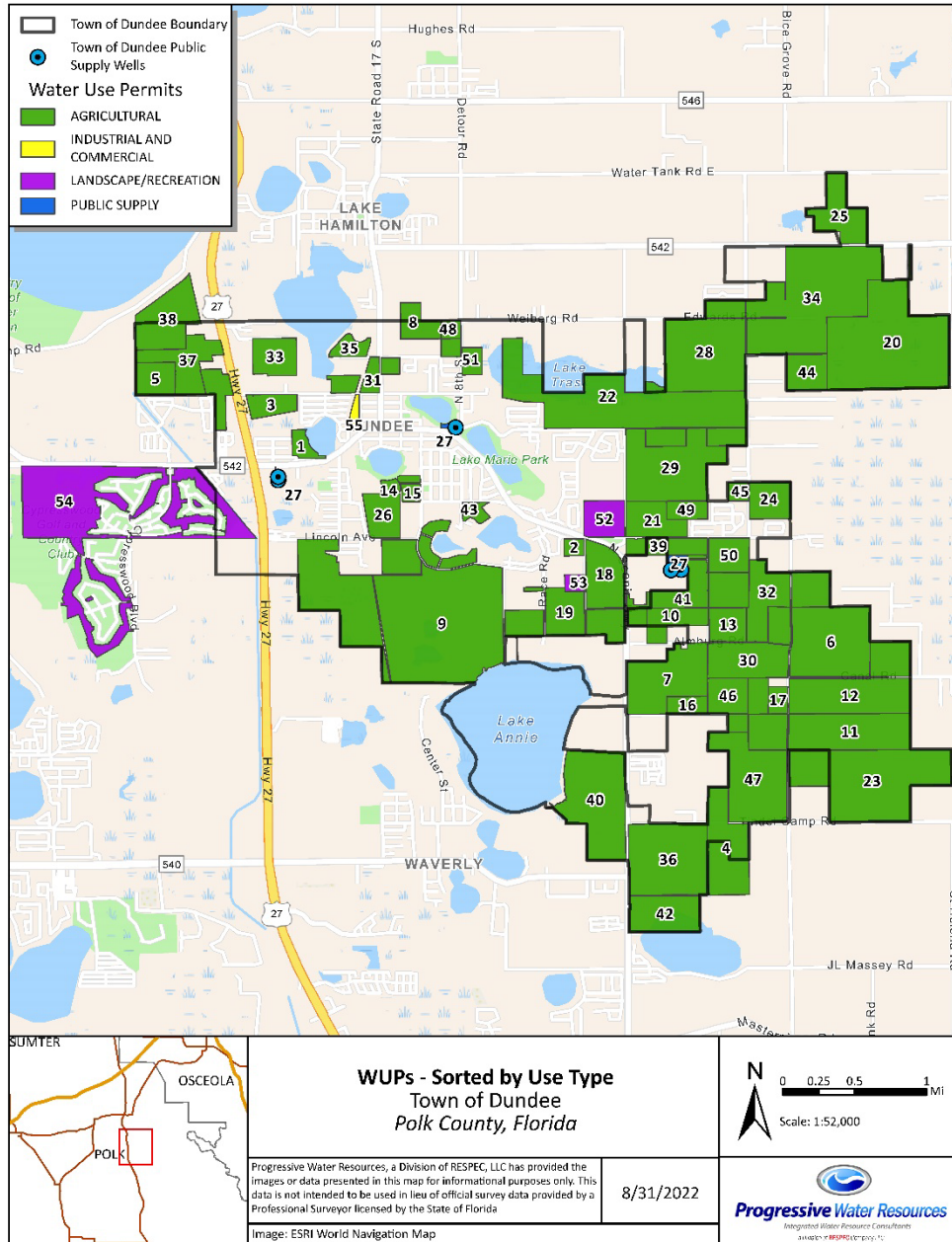
# Town of Dundee



## Strategy for Targeting WUPs for Land Use Transition

October 5, 2022

# Land Use Transition (LUT)



- **LUT – What is it?**
  - Reallocate GW Qs from other WUPs
  - In exchange for utility service
  - **61.8% of Service Area associated with WUPs**
  - **Up to 90% of actual use can be secured as “New” GW for City** (requires a 10% reduction in actual impacts)
- **LUT - How can it be done?**
  - Dedicated linkage with land development and utility planning (Memorialize in Ordinance?)
  - Development / LUT Agreements
  - Water Use Permitting – Bank LUT Credits

# Land Use Transition (LUT)

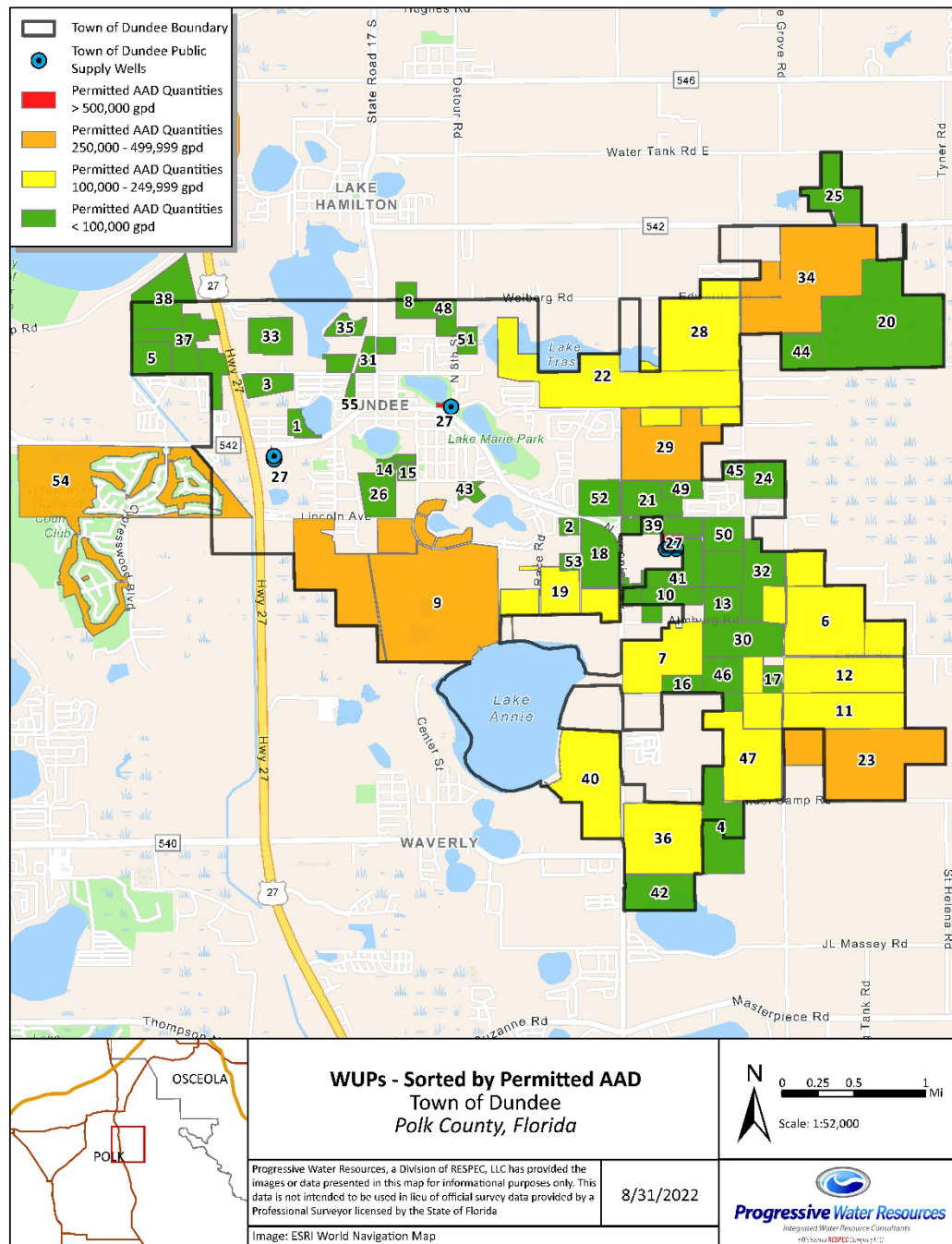
Predominant Use Type	No. of WUPs	% of WUPs	Authorized Standard Annual Average Quantity (gpd) <sup>1</sup>	% of Total Quantity
Agricultural	51	92.7%	5,207,000	93.8%
Landscape/Recreational	3	5.5%	317,900	5.7%
Industrial/Commercial	1	1.8%	24,000	0.4%
<b>Total Other Than Town</b>	<b>55</b>	<b>100.0%</b>	<b>5,548,900</b>	<b>100.0%</b>
Town of Dundee	1	1.8%	917,500	14.2%
Other Than City	55	98.2%	5,548,900	85.8%
<b>Total With Town</b>	<b>56</b>	<b>100.0%</b>	<b>6,466,400</b>	<b>100.0%</b>
<sup>1</sup> Authorized Standard Annual Average Quantity in Gallons Per Day (gpd) 5-in-10 rainfall event				

# Land Use Transition

Total SAA Quantity (gpd)	No. of WUPs	% of WUPs	Authorized Standard Annual Average Quantity (gpd)	% of Total Quantity
250,000 to 499,999 gpd	5	9.3%	1,445,200	31.2%
100,000 to 249,999 gpd	10	18.5%	1,704,600	36.8%
50,000 to 99,999 gpd	11	20.4%	779,600	16.8%
Less than 50,000 gpd	28	51.9%	702,000	15.2%
<b>TOTAL</b>	<b>54</b>	<b>100.0%</b>	<b>4,631,400</b>	<b>100.0%</b>

- **31.2% of Total (1.45 MGD) = 5 WUPs**
- **36.8% of Total (1.70 MGD) = 10 WUPs**
- **Most efficient / cost-effective LUT Credit sources = larger WUPs with actual use**
- **However, all can potentially contribute**

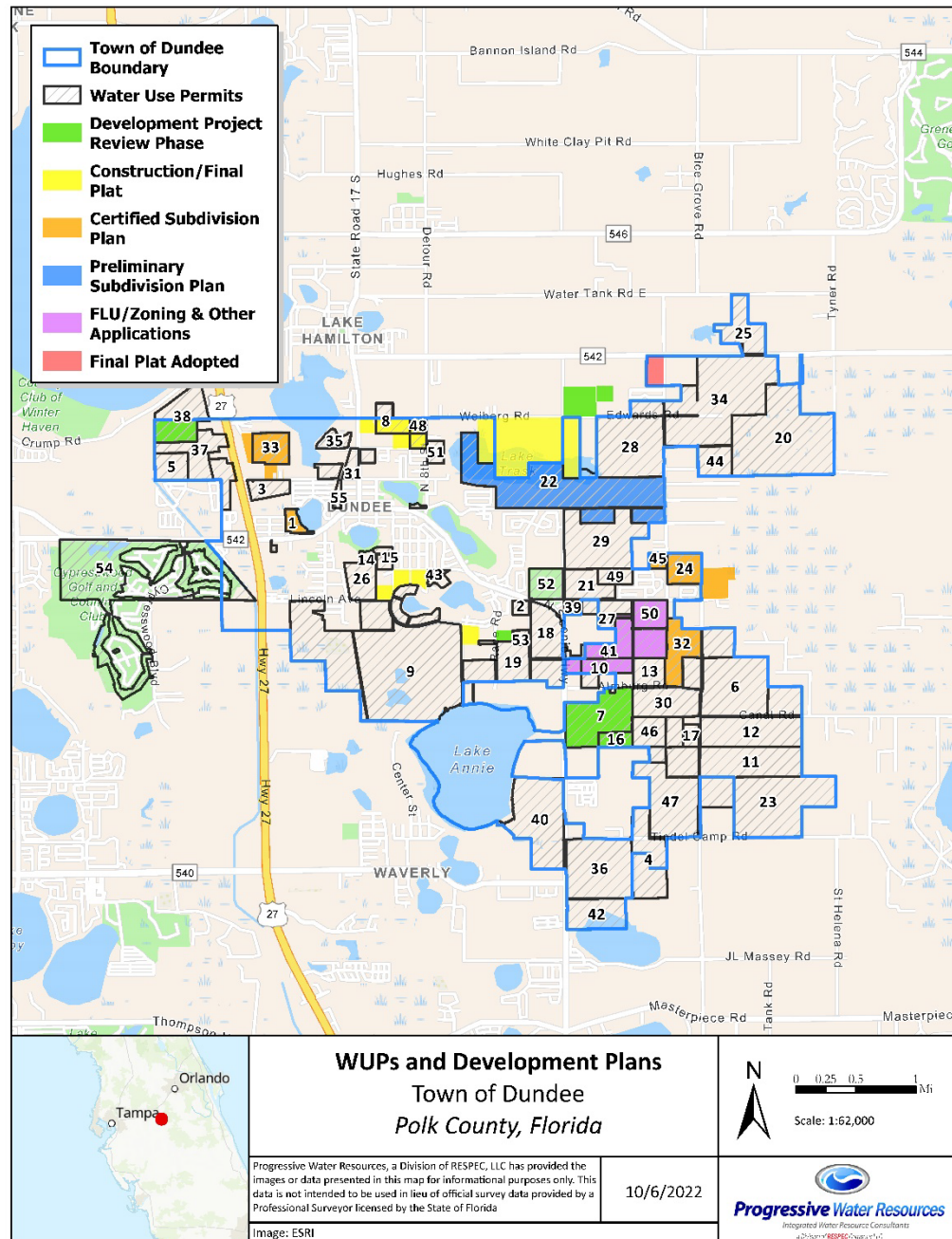
# Land Use Transition



## Larger WUPs to Target

- ID 29 - Thayer Farms = 313,000 gpd
- ID 9 – Thelma Raley = 308,400 gpd
- ID 23 – Wheeler Farms = 278,500 gpd
- ID 34 – B&D, LLC = 276,400 gpd
- 1,176,300 gpd with these four WUPs alone

# Overlap of WUPs & City Development Map



- 14 WUPs overlap the development areas provide by the Central Florida Regional Planning Council
- Represents approximately 15% of the total permitted WUP quantity within the Town's Service Area.
- Developers will be contacting the Town for water and wastewater service.

# Overlap of WUPs & City Development Map

Development Stage	Primary Withdrawal Source	Number of WUPs	Permitted Annual Average Daily Quantity (gpd)
FLU/Zoning & Other Applications	Groundwater	3	176,100
Development Project Review Phase	Groundwater	3	211,700
Preliminary Subdivision Plan	Groundwater	1	208,000
Certified Subdivision Plan	Groundwater	5	213,800
Construction/Final Plat	Groundwater	2	47,900
<b>TOTAL</b>		<b>14</b>	<b>857,500</b>

- Total of 14 WUPs overlap development
- Total Q's: 857,500 GPD
- Potential LUT (14 WUPs): 771,300 GPD
- These 14 WUPs should be targeted for Water Allocation Agreements

# Next Steps

- **Create near-term list of recommended WUPs to target for LUT**
- **WUPs that overlap known Development Areas**
  - Input from Town staff on development interest within Service Area
- **Review File of Record for Each of the Targets**
  - Identify any potential complicating factors (e.g. permit overpumpage and other non-compliance)
  - Review Actual Use (Pumpage) for last ten years
- **Town should coordinate Developers/Permittees to sign Agreements**
- **Conduct Groundwater Flow Modeling**
  - Assess Permitted and Actual Use Impacts – Baseline Condition
  - Assess Incremental Impacts Resulting from Relocation of Withdrawals to Existing or Proposed WTPs – Proposed Condition
- **Development of Summary Report to be include in WUP Modification**

# Town of Dundee Actual Use

Month/Year	Monthly Pumpage	Annual Average Daily (AAD) Compliance				Peak Month Daily (PMD) Compliance			
		Annual Average Daily Pumpage	Permitted AAD	Difference Between Actual and Permitted AAD		Peak Month Daily Pumpage	Permitted PMD	Difference Between Actual and Permitted PMD	
		GPD	GPD	GPD	Percent	GPD	GPD	GPD	Percent
October-21	29,431,000	798,463	917,500	-119,037	-12.97%	949,387	1,202,000	-252,613	-21.02%
November-21	23,117,000	804,058	917,500	-113,442	-12.36%	770,567	1,202,000	-431,433	-35.89%
December-21	14,270,000	781,932	917,500	-135,568	-14.78%	460,323	1,202,000	-741,677	-61.70%
January-22	37,813,000	822,595	917,500	-94,905	-10.34%	1,219,774	1,202,000	17,774	1.48%
February-22	22,611,000	860,493	917,500	-57,007	-6.21%	807,536	1,202,000	-394,464	-32.82%
March-22	25,452,000	852,573	917,500	-64,927	-7.08%	821,032	1,202,000	-380,968	-31.69%
April-22	27,300,000	872,066	917,500	-45,434	-4.95%	910,000	1,202,000	-292,000	-24.29%
May-22	28,420,000	892,501	917,500	-24,999	-2.72%	916,774	1,202,000	-285,226	-23.73%
June-22	23,350,000	865,545	917,500	-51,955	-5.66%	778,333	1,202,000	-423,667	-35.25%
July-22	23,140,000	857,329	917,500	-60,171	-6.56%	746,452	1,202,000	-455,548	-37.90%
August-22	22,300,000	820,140	917,500	-97,360	-10.61%	719,355	1,202,000	-482,645	-40.15%
September-22	19,356,000	812,493	917,501	-105,008	-11.44%	624,387	1,202,000	-577,613	-48.05%

Green = In Compliance

Red = Overpumpage

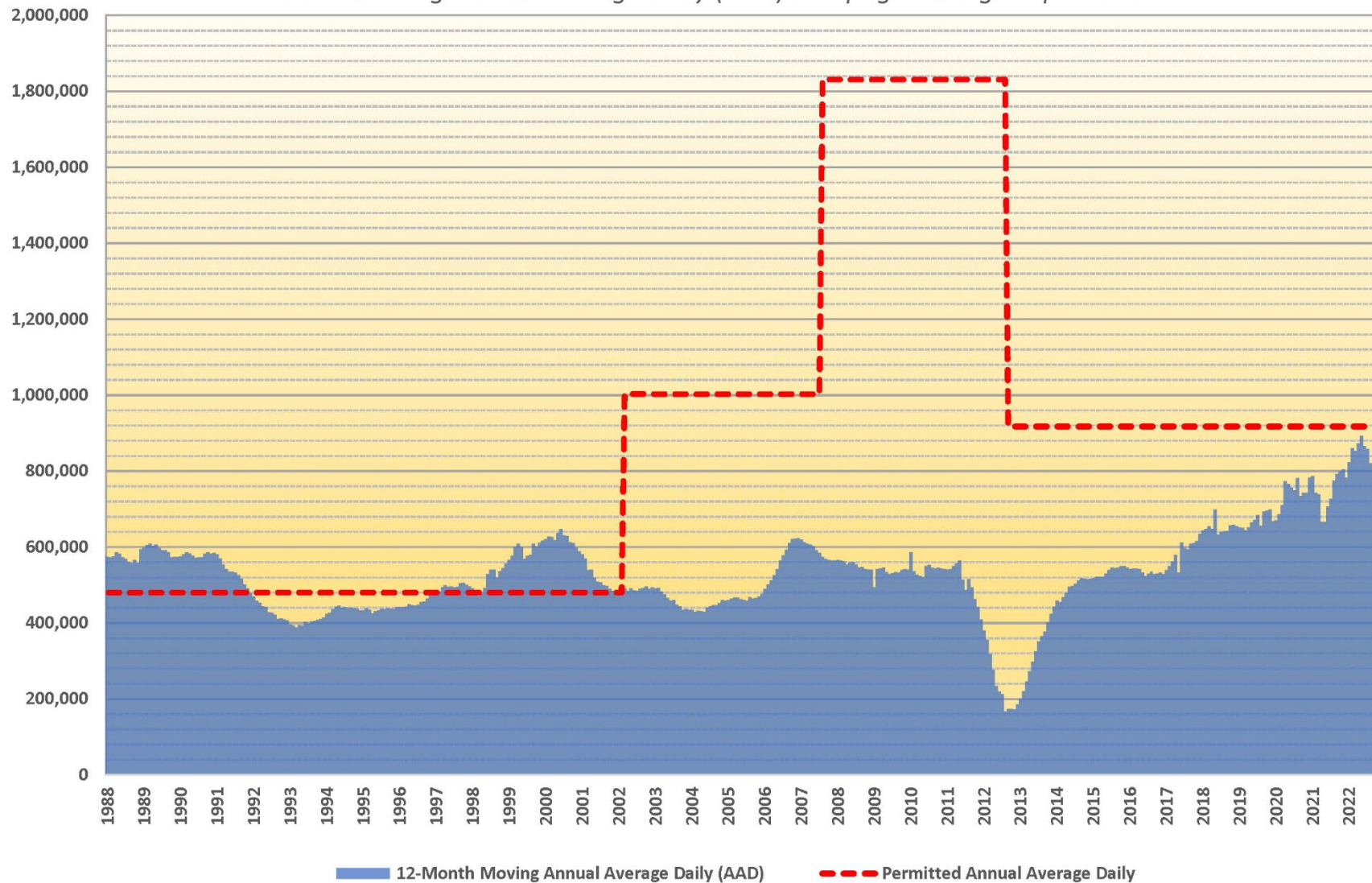
Note:

**Annual Average Daily Pumpage Calculation:** Moving 12-Month Average = Summation of 12 Months of Pumpage Divided by 365 days

**Peak Month Daily Pumpage Calculation:** Monthly Pumpage Divided Number of Days in the Month

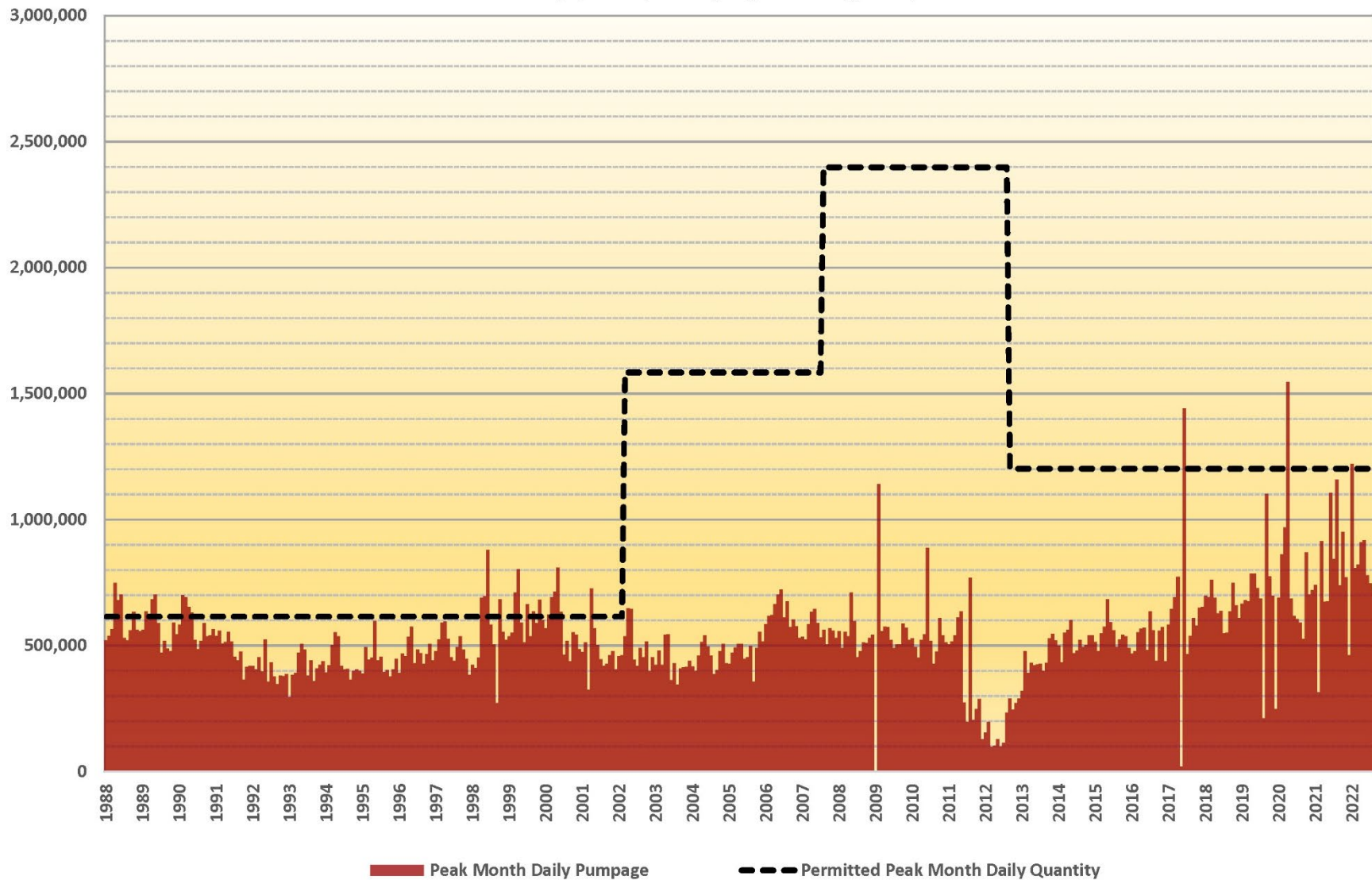
# Town of Dundee Annual Average Daily Use

Figure 1-1  
Water Use Permit (WUP) 20005893.013  
12-Month Moving Annual Average Daily (AAD) Pumpage through September 2022



# Town of Dundee Peak Month Daily Usage

Figure 1-2  
Water Use Permit (WUP) 20005893.013  
*Peak Month Daily (PMD) Pumpage through September 2022*





## RESOLUTION NO. 22-46

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO ENTERING INTO A SCOPE OF WORK WITH PROGRESSIVE WATER RESOURCES, A DIVISION OF RESPEC COMPANY, LLC TO PROVIDE SERVICES FOR THE TOWN RELATED TO THE DEVELOPMENT OF LAND USE TRANSITIONAL (LUT) PROGRAM, GROUNDWATER FLOW MODELING, AND WATER USE PERMIT MODIFICATION APPLICATION ASSISTANCE; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; CONFIRMING AND APPROVING THE EXPENDITURE OF \$47,500.00; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTIONS RELATED TO ENTERING INTO A SCOPE OF WORK WITH PROGRESSIVE WATER RESOURCES, A DIVISION OF RESPEC COMPANY, LLC TO PROVIDE SERVICES FOR THE TOWN WITH REGARD TO THE DEVELOPMENT OF LAND USE TRANSITIONAL (LUT) PROGRAM, GROUNDWATER FLOW MODELING, AND WATER USE PERMIT MODIFICATION APPLICATION ASSISTANCE RELATED TO PUBLIC WATER SUPPLY.**

**WHEREAS**, on June 28, 2022, the Town Commission of the Town of Dundee adopted Town of Dundee Resolution No. 22-24 (the "First Resolution"); and

**WHEREAS**, pursuant to the First Resolution, the Town Commission of the Town of Dundee found that circumstances had arisen requiring emergency action on the part of the Town of Dundee for services to provide the Town with transitional wells approval and permit adjustments as well as other strategies for the future related to public water supply matters involving the Town; and

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

**WHEREAS**, pursuant to the Town of Dundee Public Supply Water Use Permit (WUP) 20005893.012, the Town of Dundee is currently utilizing 89.4% of its Annual Average Daily (AAD) permitted quantity; and

**WHEREAS**, the Town has an immediate need for the continued operation of its utility services and operations; and

**WHEREAS**, pursuant to the services provided by Progressive Water Resources, a Division of RESPEC Company, LLC (“PWR”), which the Town Commission of the Town of Dundee authorized and approved with the adoption of the First Resolution, PWR has identified strategies for modifying the Town’s WUP and increasing the Town’s permitted AAD; and

**WHEREAS**, the delay incident in strictly complying with all governing rules, regulations, and public bidding procedures and/or Town procurement requirements in this instance would be detrimental to the health, safety and welfare of the Town Employee’s and the Town citizens and residents; and

**WHEREAS**, the Town Manager researched and finds it in the best interest of the citizens and residents of the Town to enter into a Scope of Work and Addendum to Progressive Water Resources Agreement (the “Agreement”) for services to provide the Town with services for the development of land use transitional program, groundwater flow modeling, and water use permit modification application assistance for a total cost of not to exceed \$47,500.00 as more specifically set forth in the Agreement attached hereto as **Composite Exhibit “B”** and incorporated herein by reference.

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

**SECTION 1:** The Town Commission declares that the foregoing recitals are true and hereby factually finds as such.

**SECTION 2:** The Town Commission finds that an “emergency” as defined in Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, exists, namely that 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 welfare of the Town’s employees and the Town’s citizens and residents.

**SECTION 3:** Accordingly, the Town Commission of the Town of Dundee confirms and approves the Agreement (see **Composite Exhibit “B”**) and authorizes the Town Manager to take all necessary further actions related to entering into the Agreement with Progressive Water Resources, a Division of RESPEC Company, LLC (“PWR”); issuing payment to PWR in an amount not to exceed \$47,500.00; and procuring services from

PWR, as more specifically set forth in the Agreement (see **Composite Exhibit “B”**), for the development of land use transitional program, groundwater flow modeling, and water use permit modification application assistance on an emergency basis and waives the requirements of strict compliance with the Town’s procurement code in this instance.

**SECTION 4:** This Resolution shall be effective immediately upon adoption 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 21st day of October, 2022.

**TOWN OF DUNDEE**

---

Samuel Pennant, Mayor

ATTEST WITH SEAL:

---

Jenn Garcia, Town Clerk

Approved as to form:

---

Frederick J. Murphy, Jr., Town Attorney

## **RESOLUTION NO. 22-24**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO ENTERING INTO A SCOPE OF WORK WITH PROGRESSIVE WATER RESOURCES, A DIVISION OF RESPEC COMPANY, LLC TO PROVIDE SERVICES FOR THE TOWN RELATED TO TRANSITIONAL WELLS APPROVAL AND PERMIT ADJUSTMENT AND FUTURE STRATEGIES PERTAINING TO PUBLIC WATER SUPPLY; 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 CONFIRMING AND APPROVING THE TOWN MANAGER'S ACTIONS IN ENTERING INTO A SCOPE OF WORK WITH PROGRESSIVE WATER RESOURCES, A DIVISION OF RESPEC COMPANY, LLC TO PROVIDE SERVICES FOR THE TOWN WITH REGARD TO TRANSITIONAL WELLS APPROVAL AND PERMIT ADJUSTMENT AND FUTURE STRATEGIES RELATED TO PUBLIC WATER SUPPLY.**

**WHEREAS**, circumstances have arisen requiring emergency action on the part of the Town of Dundee for services to provide the Town with transitional wells approval and permit adjustments as well as other strategies for the future related to public water supply matters involving the Town; and

**WHEREAS**, the Town has an immediate need for the continued operation of its utility services and operations; and

**WHEREAS**, the delay incident in strictly complying with all governing rules, regulations, and public bidding procedures and/or Town procurement requirements in this instance would be detrimental to the health, safety and welfare of the Town Employee's and the Town citizens and residents; and

**WHEREAS**, the Town Manager researched and finds it in the best interest of the citizens and residents of the Town to enter into a Scope of Work for services to provide the Town with transitional wells approval and permit adjustments as well as other strategies for the future relating to public water supply involving the Town of Dundee's provision of Utility Services to its customers, from PWR for a total cost of not to exceed \$10,000.00 as more specifically set forth in the Scope of Work and Addendum attached

hereto as **Composite Exhibit “A”** and incorporated herein by reference.

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

**SECTION 1:** The Town Commission declares that the foregoing recitals are true and hereby factually finds as such.

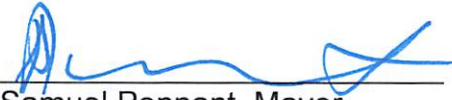
**SECTION 2:** The Town Commission finds that an “emergency” as defined in Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, exists, namely that the Town is under a significant requirement such that the delay incident in strictly complying with all of the current governing procurement rules, regulations, and procedures would be detrimental to the health, safety and welfare of the Town’s employees and the Town’s citizens and residents.

**SECTION 3:** Accordingly, the Town Commission confirms, approves and ratifies: The Town Manager’s actions in entering into a Scope of Work for services to provide the Town with transitional wells approval and permit adjustments as well as other strategies for the future relating to public water supply involving the Town of Dundee with PWR for a total cost of not to exceed \$10,000.00, as further described in the Scope of Work and Addendum attached hereto as **Composite Exhibit “A”** and incorporated herein by reference, on an emergency basis and waives the requirements of strict compliance with the Town’s procurement code in this instance.

**SECTION 4:** This Resolution shall be effective immediately upon adoption 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 28th day of June, 2022.

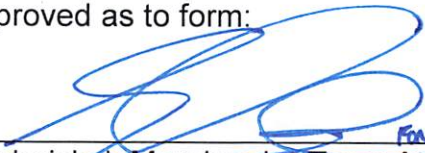
**TOWN OF DUNDEE**

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

ATTEST WITH SEAL:

  
\_\_\_\_\_  
Jenn Garcia, Town Clerk

Approved as to form:

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





6561 Palmer Park Circle • Suite D • Sarasota, Florida 34238 • (941) 552-5657

**SCOPE OF WORK**  
**Town of Dundee**  
**Water Supply and Permitting Strategy Assistance**  
***General Services Agreement***

<b>CLIENT:</b>	Town of Dundee Public Works c/o Tracy Mercer 202 East Main Street Dundee, Florida 33838	<b>DATE:</b>	June 17, 2022
		<b>PROJECT NAME:</b>	Town of Dundee WUP General Services

**GENERAL PROJECT DESCRIPTION/LOCATION:**

The Town of Dundee (Client) has requested that Progressive Water Resources, A Division of RESPEC Company, LLC (PWR) provide general (miscellaneous) services related to Water Supply Planning and Water Use Permitting regarding to the Town of Dundee's Water Use Permit (WUP) 20005893.012. Water Use Permit (WUP) 20005893.012 currently authorizes the Town of Dundee to withdrawal Annual Average Daily (AAD) and Peak Month Daily (PMD) groundwater quantities of 917,000 and 1,202,000 gallons per day (gpd), respectively. This General Services Agreement is meant to be used for water-use related assistance on an as-needed basis from PWR.

**SCOPE OF SERVICES:**

**Task 1 – Water Supply and Water Use Planning General Services**

PWR will assist the client by provided water use related general services that include but are not limited to assistance with:

- Water Use Supply and Permitting Strategy;
- Review of the anticipated schedule of water supply needs and sources;
- Review of water supply surpluses or deficits for permitted groundwater quantities vs. future projected demands
- Guidance on Population Projections and Projected Water Use Demands
- Reclaimed Water Supply Development Strategy
- Assistance with permit compliance strategy;
- Future Water Use Permitting strategy;

Scope of Work  
Town of Dundee Public Works  
Water Supply and Permitting Assistance - General Services Agreement  
June 17, 2022

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- Land Use Transition Strategy Development
- Substitution Credit (Groundwater Replacement Credit) Strategy Development

This General Services contract is meant to be used for water-use related assistance on an as-needed basis from PWR.

**Schedule and Fee for Task 1:**

General Services associated with Water Use Planning and Permitting will be invoiced on a Time and Materials (T&M) basis in accordance with PWR's 2022 billing rate schedule (attached). The estimated fee for Task 1 is a **Not to Exceed** amount of **\$10,000.00**. This budgeted amount will not be exceeded without written authorization from the Client in the form of an email or addendum to this agreement whichever the Client prefers.

**AGREEMENT CONDITIONS:**

Invoices shall be paid within 30 days of the invoice date.

**ADDITIONAL SERVICES**

Services not specifically identified within this Scope are not part of this Agreement. However, Additional Services can be provided if deemed necessary by the Client and will be provided for an agreed-upon fee and schedule to be determined.

1. This General Services contract is meant to be used for water-use related assistance on an as- needed basis from PWR. Specific services including development of Water Use Permit modification or partial transfer, ownership transfers, assistance with permitting compliance issues or reporting/technical memorandum development will be completed as part of a separate scope of services specific to those efforts if requested by the Client. Requested additional services that will likely exceed the remaining budget for this general services contract may also require a separate scope of services.
2. An Addendum to PWR Agreement is attached hereto and incorporated herein by reference.

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

\_\_\_\_\_  
Date

Joseph D. Haber, PG/Managing Principal

Name/Title (Please print)

Progressive Water Resources, A Division of  
RESPEC Company, LLC

Legal Entity Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Title (Please print)

Town of Dundee Public Works  
Legal Entity Name

**ADDENDUM TO PROGRESSIVE WATER RESOURCES AGREEMENT**

1. **INDEMNIFICATION.** To the extent permitted under applicable law, each party shall defend, indemnify, and hold harmless the other party, its affiliates, and their elected officials, officers, directors, employees, and agents (the "indemnified parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this agreement by the indemnifying party, its affiliates, or the officers, agents or employees of such party (the "indemnifying parties"); (ii) the negligence or misconduct of the indemnifying parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Client, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the indemnified parties promptly notifying the indemnifying parties in writing of any claims or suits. Neither party shall be required to indemnify the other party for that party's own negligence. Notwithstanding any other provision set forth in this Agreement, nothing contained in this agreement and/or order(s) shall be construed as a waiver of Client's right to sovereign immunity under Florida law, if applicable, and or the limits of the Client's liability under Section 768.28 of the Florida Statutes, or other limitations imposed on Client's potential liability under state or federal law regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. This section shall survive the termination and/or expiration of this Agreement.
2. **VENUE.** This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida without giving effect to any conflicts of law principles. Venue for any actions arising under this Agreement shall be exclusively in the State Courts of competent jurisdiction in and for Polk County, Florida or the U.S. Federal District Court in and for the Middle District of Florida, Tampa Division.
3. **PUBLIC RECORDS.** To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Client as contemplated in Section 119.0701(1) of the Florida Statutes, then Progressive Water Resources agrees to:
  1. Keep and maintain public records required by the Client to perform the service contemplated in this License Agreement.
  2. Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Progressive Water Resources does not transfer the records to the Client.
  4. Upon completion of the Agreement, transfer, at no cost, to the Client all public records in possession of Progressive Water Resources or keep and maintain public records required by the Client to perform the service. If Progressive Water Resources transfers all public records to the Client upon completion of the Agreement, Progressive Water Resources shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Progressive Water Resources keeps and maintains public records upon completion of the Agreement, Progressive Water Resources shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

IF PROGRESSIVE WATER RESOURCES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROGRESSIVE WATER RESOURCES'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LICENSE AGREEMENT, CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, [jgarcia@Townofdundee.com](mailto:jgarcia@Townofdundee.com), 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If Progressive Water Resources does not comply with a public records request, Client shall enforce the Agreement which may include immediate termination of this Agreement.

4. To the extent of any conflict between the terms of this Addendum and the Agreement or its Attachments or other terms of agreements generated by Progressive Water Resources and/or entered into between the parties regarding the Progressive Water Resources Business Plan Services as identified on that Quote dated June 17, 2022, then the terms of this Addendum shall control.

Client - Town of Dundee, FL

Progressive Water Resources, A  
Division of RESPEC Company, LLC

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

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

Name: Tandra Davis

Name: Joseph D. Haber, PG

Role: Town Manager

Role: Managing Principal

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

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

6561 Palmer Park Circle • Suite D • Sarasota, Florida 34238 • (941) 552-5657

**SCOPE OF WORK**  
**Town of Dundee**  
**Development of Land Use Transition (LUT) Program**  
**Groundwater Flow Modeling**  
**Water Use Permit Modification Application Assistance**

**CLIENT:** Town of Dundee Public Works  
c/o Tracy Mercer  
202 East Main Street  
Dundee, Florida 33838

**DATE:** September 8, 2022  
**PROJECT NAME:** Town of Dundee  
WUP Modification

**GENERAL PROJECT DESCRIPTION/LOCATION:**

The Town of Dundee (Town or Client) has requested that Progressive Water Resources, A Division of RESPEC Company, LLC (PWR) provide consulting services related to the modification of the Town of Dundee's Public Supply Water Use Permit (WUP) 20005893.012. Water Use Permit (WUP) 20005893.012 currently authorizes the Town of Dundee to withdrawal Annual Average Daily (AAD) and Peak Month Daily (PMD) Upper Floridan Aquifer (UFA) groundwater quantities of 917,500 and 1,202,000 gallons per day (gpd), respectively. Based on the latest pumpage data submitted by the Town to the SWFWMD as of August 2022, the Town's 12-month moving average is currently 820,140 gpd which is 97,360 gpd below the Town's permitted AAD quantity of 917,500 gpd. Therefore, the Town is currently utilizing 89.4% of its currently permitted AAD quantity. The Town has requested that PWR develop and submit a WUP modification application that requests additional groundwater quantities to supply the Town until AWS quantities become available from the Polk Regional Water Cooperative (PRWC) of which the Town is an active Participant. The Town has requested 900,000 gpd of AWS supply from the PRWC through 2045 which is estimated to become available for the Town's use starting in 2028. An increase in UFA quantities to supply the City from now until 2028 is proposed to be supplied by transitioning groundwater quantities from active agricultural permits throughout the Town's service area also known as Land Use Transition (LUT) as well as a proposed interconnect with the City of Winter Haven that may supply up to 500,000 gpd during this "gap" period.

Central Florida Water Initiative (CFWI) Rules prohibit increased usage of UFA groundwater quantities above the demonstrated 2025 demand without a groundwater use offset such as Land Use Transition (LUT) or Substitution Credits (SC) also known as Groundwater Replacement Credits (GWRC) within the SWFWMD. LUT

refers to the transition of historical agricultural water use to public supply use while Substitution Credits refer to water use credits that become available to a utility when reclaimed water is supplied to an existing WUP which offsets (substitutes) for its historical groundwater use.

The Town has requested that PWR assist the Town to develop an LUT program that can be used to increase the UFA groundwater quantities on the Town's WUP. This will require several steps prior to developing and submitting a WUP modification application including: 1) identifying potential LUT WUPs within the City's Service Area; 2) conducting an actual use analyses for each potential LUT WUP to determine eligible LUT credits; 3) assisting the Town to develop and execute water supply allocation agreements with potential LUT Permittees; 4) performing groundwater flow modeling to reallocate eligible LUT quantities to the Town's existing or proposed groundwater withdrawals and 5) structuring an LUT program that can be managed by Town staff in the future.

Once the LUT program has been established and the interconnect agreement with the City of Winter Haven has been finalized, PWR will coordinate with the Town to develop and submit a WUP modification application. It is understood that the Town will be utilizing another consultant to supply the population and demand projects that will be submitted in support of the WUP modification application through the year 2032 (remaining permit duration). The Town also has the option of accepting the District's population and demand projections through 2032.

### **SCOPE OF SERVICES:**

#### **TASK 1 – DEVELOPMENT AND IMPLEMENTATION OF LAND USE TRANSITION PROGRAM**

##### **Task 1.1 – Identification of WUPs to Target for LUT Credits**

PWR/RESPEC will coordinate with the Town to review the WUP Inventory that was previously compiled by PWR/RESPEC to identify a recommended list of WUPs that appear to provide the greatest potential opportunity for LUT Credits. A list of recommended WUPs to target for LUT Credits will be presented, including associated maps and tables that compile pertinent information. It is anticipated that this information will be presented to the Town and discussed to confirm the Town's concurrence.

##### **Task 1.2 – Review of File of Record and Actual Use for Recommended WUPs to Target**

Upon the Town's concurrence with the recommended list of WUPs for LUT Credits, PWR/RESPEC will conduct a review of the reported actual UFA groundwater use water use for each WUP (up to 15 WUPs), and

associated publicly-available electronic Files of Record to evaluate whether there are any complicating factors that need to be taken into consideration (e.g., permit over-pumpage noncompliance, etc.).

To the degree available, actual use data will be compiled for the last ten years, and presented on a moving 12-month average basis. Any potentially complicating factors will also be identified. This information will be provided to the Town for its consideration and concurrence before groundwater flow modeling associated with Task 2.0 is conducted as described below.

## **TASK 2.0 – PRELIMINARY GROUNDWATER MODELING - TARGETED WUPS, EFFECTS OF RELOCATION, POTENTIAL UFA QUANTITIES**

### **Task 2.1 – Permitted and Actual Use Impacts – Baseline Condition Modeling**

PWR/RESPEC will conduct preliminary groundwater flow modeling of existing permitted and actual water use for each individual targeted WUP to estimate impacts upon environmental systems such as wetlands and lakes, with particular emphasis upon MFL water bodies that are classified as being “in recovery” for up to ten (10) individual WUPs. PWR/RESPEC will also conduct baseline modeling for the Town’s currently permitted groundwater quantities to gain an understanding of the Town’s currently permitted UFA impacts. It is anticipated that PWR/RESPEC will either use the District-Wide Regulation Model Version 4.0 (DWRM 4.0) or the East-Central Florida Transient Expanded (ECFTX) model for all modeling associated with this scope of services.

As part of this task, PWR/RESPEC will also identify the quantity of UFA groundwater that may be available without the need for LUT credits up to the Town’s demonstrated 2025 demand.

### **Task 2.2 - Incremental Impacts Resulting from Relocation of Withdrawals – Proposed Condition Modeling**

PWR/RESPEC will obtain the City’s preferred location(s) for the wells that will be used to withdraw new UFA groundwater quantities to be secured through LUT Credits. This may include the Town’s existing groundwater withdrawals or proposed new withdrawals. PWR/RESPEC will conduct preliminary groundwater flow modeling of the effects of relocating actually-used quantities for each individual targeted WUP in an effort to estimate how much of each WUP’s actual use quantities could potentially be relocated while providing a 10% reduction in actual use impacts.

### **Task 2.3 – Water Allocation Agreement Development Assistance**

PWR/RESPEC will assist the Town and its Legal Counsel to develop standard Water Allocation Agreement language between the Town and prospective LUT WUP holders. The goal of the Water Allocation

Agreement(s) is to: 1) legally convey the historical agricultural water use quantities to the Town for public supply usage once the LUT WUP is cancelled or expires; 2) ensure that the agreement is automatically transferred to subsequent landowners; 3) adheres to WUP and CFWI rules and 4) provides reasonable assurance to the SWFWMD WUP evaluation staff that an enforceable agreement is in place for the eventual transition of UFA quantities to the Town. It should be noted that these agreements are legal documents that should be authored by Legal Counsel and filed with the Clerk of Court as an official record.

### **TASK 3.0 – WATER USE PERMIT MODIFICATION APPLICATION DEVELOPMENT AND SUBMITTAL**

#### **Task 3.1 - Coordination/Meetings with Owner and SWFWMD**

PWR/RESPEC will coordinate with both the Town and SWFWMD on the project. PWR/RESPEC will prepare for and meet with the Town via Teams Meeting(s) and one (1) in person meeting to discuss aspects of the project that are pertinent to applying for and obtaining the proposed WUP modification. PWR/RESPEC will also prepare for and meet with the SWFWMD in a Pre-Application submittal meeting.

#### **Task 3.2- Development and Submittal of Application for WUP Modification**

PWR/RESPEC will assemble and submit a WUP modification application and supporting documentation to add the UFA quantities secured by the LUT and groundwater flow modeling efforts in Tasks 1 and 2 as well as the imported quantities to be supplied by the City of Winter Haven via proposed interconnect.

PWR/RESPEC will develop and submit the WUP application electronically to the SWFWMD, including the required supplemental forms, and other supporting information for the requested modification as described herein. PWR/RESPEC will coordinate with the Town to confirm as necessary to ensure a streamlined submittal process.

PWR/RESPEC will coordinate with the Town and its consultant(s) to review and incorporate the City of Winter Haven interconnect agreement, LUT WUP Water Location Agreements and population and demand projections. It should be noted that the Town has the option of accepting the District's 2032 population and demand projections.

PWR/RESPEC will finalize the preliminary hydrogeologic evaluation performed as part of Task 2.0 utilizing the DWRM 4.0 or ECFTX groundwater flow models to document predicted drawdowns that reflect the total impacts of the requested Annual Average and Peak Month withdrawals and the net change in drawdown resulting from the requested transition of LUT credits to the Town's existing and proposed groundwater withdrawals. The modeling results will be presented in a concise Hydrogeological Report signed and sealed

by a Professional Geologist as required by state law. PWR/RESPEC will also provide digital input and output files of the models to the SWFWMD as required.

Additionally, PWR/RESPEC will develop a detailed supporting narrative which describes the requested permit action and why the proposed permit modification meets all applicable SWFWMD WUP and CFWI rules. Copies of the permit modification application and supporting materials will be provided to the Town. PWR/RESPEC will assist the Town in responding to one (1) Request for Additional Information (RAI) Letter from the SWFWMD. However, additional hydrogeologic impact analysis requested by the SWFWMD is not included but can be performed as additional services.

#### **TASK 4.0 – MEETINGS AND COORDINATION**

The CONSULTANT will meet and coordinate with the CITY and CLIENT via Microsoft Teams, email and phone as necessary to complete this scope of services. In-person and on-site meetings will be limited to those meetings listed specifically in Tasks 1 through 3.

#### **TOTAL SCOPE FEE AGREEMENT AND SCHEDULE:**

Services will be completed within the timeframe shown in the Fee Summary Table below and will be provided for a total fee of **\$47,500.00** to be invoiced on an estimated percent complete basis for Task 1 – 3 and on a time and materials basis for Task 4. Invoices shall be paid within 30 days of the invoice date.

**Fee and Schedule Summary Table**

<b>Description</b>	<b>Fee</b>	<b>Task Effort</b>	<b>Invoicing Method</b>	<b>Days to Complete</b>
1.0	\$7,500.00	Development and Implementation of Land Use Transition Program	Lump Sum	30
2.0	\$12,500.00	Preliminary Groundwater Flow Modeling	Lump Sum	60
3.0	\$22,500.00	Water Use Permit Modification Application Development and Submittal	Lump Sum	60
4.0	\$5,000.00	Meetings and Coordination	Time and Materials	As-Needed
<b>TOTAL</b>	<b>\$47,500.00</b>	<b>TOTAL PROJECT COST</b>		

## **ASSUMPTIONS**

1. Population and Demand Projections will be developed and supplied by a separate consultant. PWR/RESPEC will assist the Town with review of the demand projections, however PWR/RESPEC will not be responsible for justification of the demand projections for the WUP modification application nor any RAI questions that arise from the demand projections submitted by another consultant.
2. The executed Interconnect Agreement between the Town of Dundee and the City of Winter Haven will be provided to PWR/RESPEC to be included in the WUP application package.
3. The executed Water Allocation Agreements between the Town of Dundee and prospective LUT WUP holders will be provided to PWR/RESPEC to be included in the WUP application package.
4. The Town will be responsible for any application fees required as part of the WUP modification application.
5. The Town will be responsible for the publication of a Notice of Receipt of Application in a newspaper of regional circulation as required by District rule. The Town will also be responsible for the publication of the Notice of Final Agency Action (FAA) when the permit is issued. PWR/RESPEC can handle this for the Town as an additional service if requested.

## **ADDITIONAL SERVICES**

Services not specifically identified within this Scope are not part of this Agreement. However, Additional Services can be provided if deemed necessary by the Client and will be provided for an agreed-upon fee and schedule to be determined.

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

\_\_\_\_\_  
Date

Joseph D. Haber, P.G./Managing Principal  
Name/Title (Please print)

Progressive Water Resources, A Division of  
RESPEC Company, LLC  
Legal Entity Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Title (Please print)

Town of Dundee Public Works  
Legal Entity Name

## ADDENDUM TO PROGRESSIVE WATER RESOURCES AGREEMENT

1. **INDEMNIFICATION.** To the extent permitted under applicable law, each party shall defend, indemnify, and hold harmless the other party, its affiliates, and their elected officials, officers, directors, employees, and agents (the "indemnified parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this agreement by the indemnifying party, its affiliates, or the officers, agents or employees of such party (the "indemnifying parties"); (ii) the negligence or misconduct of the indemnifying parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Client, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the indemnified parties promptly notifying the indemnifying parties in writing of any claims or suits. Neither party shall be required to indemnify the other party for that party's own negligence. Notwithstanding any other provision set forth in this Agreement, nothing contained in this agreement and/or order(s) shall be construed as a waiver of Client's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Client's liability under Section 768.28 of the Florida Statutes, or other limitations imposed on Client's potential liability under state or federal law regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. This section shall survive the termination and/or expiration of this Agreement.
2. **VENUE.** This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida without giving effect to any conflicts of law principles. Venue for any actions arising under this Agreement shall be exclusively in the State Courts of competent jurisdiction in and for Polk County, Florida or the U.S. Federal District Court in and for the Middle District of Florida, Tampa Division.
3. **PUBLIC RECORDS.** To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Client as contemplated in Section 119.0701(1) of the Florida Statutes, then Progressive Water Resources agrees to:
  1. Keep and maintain public records required by the Client to perform the service contemplated in this License Agreement.
  2. Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Progressive Water Resources does not transfer the records to the Client.
  4. Upon completion of the Agreement, transfer, at no cost, to the Client all public records in possession of Progressive Water Resources or keep and maintain public records required by the Client to perform the service. If Progressive Water Resources transfers all public records to the Client upon completion of the Agreement, Progressive Water Resources shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Progressive Water Resources keeps and maintains public records upon completion of the Agreement, Progressive Water Resources shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

IF PROGRESSIVE WATER RESOURCES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROGRESSIVE WATER RESOURCES'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LICENSE AGREEMENT, CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, [jgarcia@Townofdundee.com](mailto:jgarcia@Townofdundee.com), 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If Progressive Water Resources does not comply with a public records request, Client shall enforce the Agreement which may include immediate termination of this Agreement.

4. To the extent of any conflict between the terms of this Addendum and the Agreement or its Attachments or other terms of agreements generated by Progressive Water Resources and/or entered into between the parties regarding the Progressive Water Resources Business Plan Services as identified on that Quote dated June 17, 2022, then the terms of this Addendum shall control.

**Client – Town of Dundee, FL**

**Progressive Water Resources, A  
Division of RESPEC Company, LLC**

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

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

Name: Tandra Davis

Name: Joseph D. Haber, PG

Role: Town Manager

Role: Managing Principal

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

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



# **DUNDEE TOWN COMMISSION MEETING**

## **OCTOBER 25, 2022**

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### **AGENDA ITEM 03: RESOLUTION 22-47, ODYSSEY MANUFACTURING COMPANY EMERGENCY AGREEMENT FOR WATER AND WASTEWATER TREATMENT**

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#### **SUBJECT:**

The Town Commission will consider approval of Resolution 22-47 Odyssey Manufacturing Company Emergency Agreement for the purchase and delivery of sodium hypochlorite (chlorine) as a disinfectant for water and wastewater treatment.

#### **STAFF ANALYSIS:**

The Town has two water plants (Hickory Walk and Riner Water Plants) and one wastewater treatment plant (Dundee Regional Wastewater Treatment Facility) that requires the use of sodium hypochlorite or “liquid chlorine” as a disinfectant for both water and wastewater treatments. Chlorine is one of the most widely used disinfectant that is very applicable and very effective for the deactivation of pathogenic microorganisms. Chlorine can be easily applied, measures and controlled.

Drinking water standards and wastewater treatment standards are promulgated by the Environmental Protection Agency (EPA) on a national level and enforcement carried out by Florida Department of Environmental Protection (FDEP) on the state level for both water and wastewater treatment mandatory standards and requirements.

#### **FISCAL IMPACT:**

\$50,000.00

#### **STAFF RECOMMENDATION:**

Approval of Resolution 22- 47 Odyssey Manufacturing Company emergency agreement for the purchase of sodium hypochlorite (Chlorine) for water and wastewater treatment.

#### **ATTACHMENTS:**

*Resolution 22-47- Added at a later date*



# **DUNDEE TOWN COMMISSION MEETING**

## **OCTOBER 25, 2022**

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### **AGENDA ITEM 04: DISCUSSION & ACTION, PUBLIC WORKS PURCHASE OF 72INCH MOWERS FOR STREETS & STORMWATER**

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#### **SUBJECT:**

The Town Commission will consider approval of Public Works purchase of two 72-inch zero turn mowers for Streets and Stormwater.

#### **STAFF ANALYSIS:**

In the 2022 – 2023 FY budget, the Town Commission approved the purchase of two 72-inch mowers for Streets and Stormwater in the amount of \$12,542 per mower. In the three months since approval of this purchase, there was an increase of \$339 per mower because of manufacture material costs bringing the current pricing to \$12,881.20 per mower.

The current mowers are 7 years old, and repairs have been up to \$3000 in the past year due to the increase demand of hours on the mower motors. Town staff is recommending auctioning one of the existing mowers to recover some funds in the purchase of the new mowers.

The recommended mowers are 72-inch zero turn which includes a caution light, quick chute, and a 1-year warranty.

#### **STAFF RECOMMENDATION:**

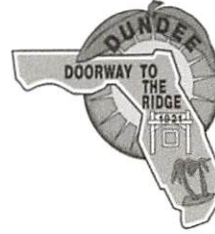
Approval of Daves Power Equipment for the purchase of 2 72-inch zero turn mowers not to exceed \$12,881.20 per mower.

#### **ATTACHMENTS:**

72-inch Mower Price Quote Sheet



**TOWN OF DUNDEE  
PRICE QUOTE SHEET**



DATE: 05/21/2020

DEPARTMENT: STREETS/STORMWATER

NAME OF PERSON SECURING THE QUOTE: JOHNATHON VICE

GENERAL DESCRIPTION OF ITEM: 2 72INCH ZERO TURN MOWERS WITH CUATION LIGHT

Vendor Selected: ☒

**VENDOR #1**

COMPANY NAME: DAVES POWER EQUIPMENT

CONTACT NUMBER: 863-438-9888

NAME OF REPRESENTATIVE: MIKE

PRICE: 12881.20each

SHIPPING: N/A

COMMENTS: 2 72INCH ZERO TURN MOWERS WITH CUATION LIGHT

Vendor Selected: ☐

**VENDOR #2**

COMPANY NAME: FEILDS EQUIPMENT

CONTACT NUMBER: 863-967-0602

NAME OF REPRESENTATIVE: PHIL

PRICE: 13108.22each

SHIPPING: N/A

COMMENTS: 2 72INCH ZERO TURN MOWERS WITH CUATION LIGHT

Vendor Selected: ☐

**VENDOR #3**

COMPANY NAME: CRYSTAL KUBOTA & EQUIPMENT

CONTACT NUMBER: 386-734-2119

NAME OF REPRESENTATIVE: ARRON

PRICE: 16325.39each

SHIPPING: N/A

COMMENTS: 2 72INCH ZERO TURN MOWERS WITH CUATION LIGHT

DEPARTMENT DIRECTOR/SUPERVISOR: *Johnathon Vice*

DATE: 10/11/2022

FINANCE DIRECTOR APPROVAL: *[Signature]*

DATE: 10/11/22

TOWN MANAGER APPROVAL: *[Signature]*

DATE:

ADDITIONAL COMMENTS:

SOLE SOURCE JUSTIFICATION:

DAVES POWER EQUIPMENT LLC  
 29722 US HIGHWAY 27  
 PO BOX 429  
 LAKE HAMILTON , FL 33851  
 Phone: 863-438-9888  
 Fax: 863-438-9887  
 Website: www.davespowerequipment.com  
 Email: davespowerequipment@verizon.net

### Quotation

**Quote # : 102359**

Generated on 10/17/2022 9:44:58 AM

**Bill To:**

TOWN OF DUNDEE  
 PO BOX 1000  
 DUNDEE, FL 33838

**Ship To:**

TOWN OF DUNDEE  
 PO BOX 1000  
 DUNDEE, FL 33838  
 Phone: 863-514-6636

Part	Description	Qty	Price	Disc	Subtotal	Tax	Total
HST 110467	KIT, CAUTION LIGHT	1.00	345.45	20.00	325.45	0.00	325.45
GTM MFG \$ NQD-HVX4-18	QWIKCHUTE 18 AND NEWER 48-54-6	1.00	329.99	20.00	309.99	0.00	309.99
HST 941187	SUPER Z FX1000/72"	1.00	17008.00	4762.24	12245.76	0.00	12245.76

**Notes : BID ASSIST PRICING. THANK YOU SUBJECT TO CHANGE PER SUPPLY CHANGE AND FUEL PRICES.**

<b>Subtotal:</b>	<b>\$12,881.20</b>
<b>Tax:</b>	<b>\$0.00</b>
<b>Misc Charges:</b>	<b>\$0.00</b>
<b>Misc Tax:</b>	<b>\$0.00</b>
<b>Handling:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$12,881.20</b>

THIS QUOTE IS SUBJECT TO CHANGE UPON MFR PRICE CHANGES OR AVAILABLE INVENTORY.



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### Quote Summary

**Prepared For:**  
TOWN OF DUNDEE  
202 E MAIN ST  
DUNDEE, FL 33838  
Business: 863-438-8330  
Mobile: 863-514-6636  
jvice@Townofdundee.com

**Prepared By:**  
Phillip Collier  
Fields Equipment Company  
3203 Havendale Blvd.  
Winter Haven, FL 33881  
Phone: 863-967-0602  
pcollier@fieldsequip.com

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**Quote Id:** 27616328  
**Created On:** 14 October 2022  
**Last Modified On:** 14 October 2022  
**Expiration Date:** 31 October 2022

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Equipment Summary	Selling Price	Qty	Extended
SCAG SCZII72V-38FXEFI	\$ 13,108.22 X	1 =	\$ 13,108.22
<b>Equipment Total</b>			<b>\$ 13,108.22</b>

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### Quote Summary

Equipment Total	\$ 13,108.22
SubTotal	\$ 13,108.22
Est. Service Agreement Tax	\$ 0.00
Total	\$ 13,108.22
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 13,108.22</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

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Confidential



Utility Tractors & Mowers - 031121  
 CE and AG - 040319  
 Utility Vehicles 122220  
 Arkansas 4600041718  
 Delaware GSS-21673  
 Mississippi (CE Only) 8200056371  
 Mississippi 8200055841

ZD1211L-3-72 WEB QUOTE #2489479

Date: 10/14/2022 8:02:36 AM

- Customer Information -

Vice, John  
 Town of Dundee  
 jvice@townofdundee.com  
 8635146636

Quote Provided By  
 CRYSTAL KUBOTA & EQUIPMENT  
 Slade Smith  
 2820 SOUTH FIREHOUSE RD  
 DELAND, FL 32720  
 email: ssmith@crystaltractor.com  
 phone: 3867342119

-- Standard Features --

-- Custom Options --



**Kubota**

ZD1200 Series

ZD1211L-3-72

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

#### DIESEL ENGINE

3 Cylinder, Kubota Model #  
 D1105  
 24.8 Gross HP @ 3000 rpm  
 68.5 cu. in. Displacement  
 12v 430 Amp Hr. Battery  
 14 Amps Charging Output

#### TRANSMISSION

Hydrostatic Drive  
 (2) HST w/Gear Reduction  
 Brake - Wet Multi Disks  
 Forward Speeds 0 - 10.6 mph  
 Reverse Speeds 0 - 5.3 mph

#### STEERING / MOTION CONTROL

(2) Hand Levers, Adjustable  
 Hydraulically Damped,  
 Adjustable

#### POWER TAKE OFF

Hydraulic Independent PTO  
 Shaft Drive Mower Deck  
 Wet Disk Clutch

#### FLUID CAPACITY

Fuel Tank 13.1 gal  
 Engine Coolant w/ Recovery  
 tank 3.96 qts  
 Crankcase w/ Filter 4.1 qts  
 Transmission Case and Axle  
 Gear 12.8 qts

+ Manufacturer Estimate

#### TIRES AND WHEELS

Front 15 x 6.0 - 6 Flat-free  
 Rear 26 x 12.0 - 16 Turf, Low Profile

#### SAFETY EQUIPMENT

Electric Key Shut Off  
 Control Lever Safety Switch  
 Parking Brake Safety Switch  
 Foldable ROPS  
 Seat Safety Switch

#### DIMENSIONS

Height 78.7"  
 Length 93.7"  
 Width Overall 85.8"  
 Wheelbase 61.4"

#### OPERATING FEATURES

Zero Turn Radius  
 Adj. Front Axle: Rigid/Oscillating  
 Dual Element Air Filter  
 Deluxe Suspension Seat w/  
 Kubota Exclusive Seat Design  
 Hands-free Hydraulic Deck Lift  
 Hands-free Parking Brake  
 Cup Holder

#### SIDE DISCHARGE MOWER

60" and 72" Kubota PRO Deck  
 w/ACS  
 8 Gauge, 6" Deep Deck  
 1-5" Cut Height, Adjustable  
 1/4" Increments  
 Flexible Discharge Cover  
 3 Blades

ZD1211L-3-72 Base Price: \$19,799.00

(1) WORK LIGHT KIT \$139.00  
 ZD3116A-WORK LIGHT KIT

Configured Price: \$19,938.00

Sourcewell Discount: (\$4,386.36)

SUBTOTAL: \$15,551.64

Dealer Assembly: \$55.00

Freight Cost: \$318.75

PDI: \$400.00

Total Unit Price: \$16,325.39

Quantity Ordered: 1

Final Sales Price: \$16,325.39

**Purchase Order Must Reflect  
 the Final Sales Price**

**To order, place your Purchase Order directly with the quoting  
 dealer**

\*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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# **DUNDEE TOWN COMMISSION MEETING**

## **OCTOBER 25, 2022**

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### **AGENDA ITEM 05: DISCUSSION & ACTION, HENDERSON PARK TRUNK-OR-TREAT SPECIAL EVENT TEMPORARY ROAD CLOSURE REQUEST**

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#### **SUBJECT:**

The Town Commission will consider approval of a temporary road closure request for a Trunk-or-Treat special event at Henderson Park.

#### **STAFF ANALYSIS:**

On Saturday, October 29<sup>th</sup>, 2022 the Hart Community will be holding a Trunk-or-Treat special event at Henderson Park from 5pm – 8pm.

For the safety of those in attendance, they are requesting a portion of MLK Ave. be closed temporarily for this event.

#### **STAFF RECOMMENDATION:**

Approval of the temporary road closure of MLK Ave on October 29<sup>th</sup>.

#### **ATTACHMENTS:**

Trunk-or-Treat Event Flyer

DUNDEE 4 LIFE COMMUNITY GROUP

2ND ANNUAL

# TRUNK OR TREAT



5PM - 8PM

SATURDAY, OCTOBER 29TH

HENDERSON PARK DUNDEE FL, 33838

CASH PRIZE COSTUME CONTEST

FOOD GAMES BOUNCE HOUSE HAYRIDE AND MORE...



# **DUNDEE TOWN COMMISSION MEETING**

## **OCTOBER 25, 2022**

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### **AGENDA ITEM 06: DISCUSSION, WATER AND WASTEWATER CAPITAL IMPROVEMENTS PLAN FOR 2022/23 TO 2026-27**

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#### **SUBJECT:**

The Town Commission will discuss the Water and Wastewater Capital Improvement Plan for the Town of Dundee for the future.

#### **STAFF ANALYSIS:**

The Town of Dundee is experiencing enormous growth and is currently using approximately 89.4% of its Southwest Florida Water Management District (SWFWMD) current permitted capacity. The Town is considering needed improvements, upgrades and expansions to the water and wastewater infrastructure in the next five (5) years as solutions to increase water supply and meet wastewater treatment demands for the future.

The CIP helps the Town to anticipate the needs and places them in position to quickly take advantage of federal or state grant programs and opportunities.

#### **STAFF RECOMMENDATION:**

None.

#### **ATTACHMENTS:**

Capital Improvements Plan for Fiscal Year 2022-2023 through Fiscal Years 2026-27.

2023-2027 CIP (10-11-22)

1			Total						Comments
2		Funding	2022-2027	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
NO	Description	Sources	CIP	Budget	Budget	Budget	Budget	Budget	
	<b>Water - Facilities</b>								
1	WP #1 (Riner) Replace/Repairs to Structure; New Operations Building w/Electrical, Instrumentation & Controls, Restrooms, <b>250,000 gallon ground storage tank</b> and design and engineering	Grant/SRF	\$ 950,000	\$ 950,000					Riner Water Plant was built in . Major upgrades are necessary to the building , electrical, chlorine tank and SCADA monitoring system. There are no bathrooms- for staff.
2	WP #1 - WH Water Supply Connection @ Water Plant #1 (Riner)	Impact Fees	\$ 458,000	\$ 458,000					WH Connection to RinerPlant Ground Storage Tank
3	WP #2 - Backup Alarm System (Hickory) & Upgrades	Revenues	\$ 25,000	\$ 25,000					WP has been off line - no back up alarms to alert staff
4	WP #2 - Chlorine Pump, Skid and Electronics for Well (Hickory)	Revenues	\$ 15,000	\$ 15,000					Separing 2 wells (600&1200) on same Chlorine Pump
5	PRWC Engineering & Design for Brackish Water Suppy & Ground Storage Tank at Hickory Walk Water Plant	Impact Fees	\$ 500,000		\$ 500,000				Preliminary/final designs, permitting, evaluation of facility, blending, storage, pumping equipment, chemical, electrical and controls upgrades
6	WP #2 - PRWC Alternative Water Supply (Brackish), 1MG Ground Storage Tank (GST), Electrical w/Building, Instumentation & Controls, Flow Meter Station, Above Ground Injection Station to be included as PRWC Plant Upgrades)	Impact Fees	\$ 5,269,000			\$ 3,000,000	\$ 2,269,000		PRWC Project Construction (750,000 Tank, High Service Pumps, Chlorine, Electrical Switch gear,VFD, Auto Transfer Switch, plant modifications, and generator)
7	WP #2 -Adding/Updates to Instrumentation & Controls and Programing Software	Revenues	\$ 40,000	\$ 40,000					Software and Licensing Renewal
8	WP#1 & WP#2 Ground Storage Tank Internal Corrosion Repairs and Internal Pipe Replacement	Revenues	\$ 780,000	\$ 780,000					After GST regulatory inspection, Town required to rehabilitate the internal piping, etc. of the storage tank due to excessive corrosion
9	PRWC Annual Capital Payments	Revenues	\$ 1,260,626	\$ 1,062	\$ 108,352	\$ 305,880	\$ 308,018	\$ 537,314	Assumes <b>interest only WIFIA</b> (2032) <b>and line of credit</b> (2027), <b>FDEP debt start in 2025</b>
10	WP #1 & WP #2 addition of Mixers to Ground Storage Tanks (WP#1 & WP#2)	Grant/SRF	\$ 350,000			\$ 175,000	\$ 175,000		Mixers to keep water mixing in the tank.
11	Hickory Walk Secondary Recirculation Pump- Filtration System TTHM	Impact Fees	\$ 350,000		\$ 175,000	\$ 175,000			Recommendation by UCF study
	<b>Total Water - Facilities</b>		\$ 9,997,626	\$ 2,269,062	\$ 783,352	\$ 3,655,880	\$ 2,752,018	\$ 537,314	<b>Sub-Total Facilities</b>
	<b>Water Distribution - Infrastructure</b>								
12	Water Line Replacement Town-Wide 2" (See List)	SRF - Debt	\$ 3,775,000	\$ 300,000	\$ 775,000	\$ 900,000	\$ 900,000	\$ 900,000	3" Streets/Alleys/Asbestos = 21,071 feet or 3.99 miles
13	Water Main Extensions (N. Scenic Highway from Mabel Loop to Stalnaker)	Impact Fees	\$ 850,000			\$ 350,000	\$ 500,000		7,192 linear feet
14	Water Line Looping (East of Lake Marie & NW of Dundee Ridge Middle School)	SRF - Debt	\$ 690,000	\$ 365,000	\$ 325,000				5,060 linear feet
15	Meter Change out to AMI Meters (Turn On/Off program, gated, dogs)	Revenues	\$ 175,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	Purchases about 87 meters each year
16	16 " Water Line (Mabel Loop Road)	Impact Fees	\$ 900,000				\$ 400,000	\$ 500,000	5,364 linear feet
	<b>Total Water - Infrastructure</b>		\$ 6,390,000	\$ 700,000	\$ 1,135,000	\$ 1,285,000	\$ 1,835,000	\$ 1,435,000	<b>Sub-Total - Infrastructure</b>
	<b>Water Plant - Miscellaneous</b>								
17	Update Water Master Plan	Revenues	\$ 80,000	\$ 80,000					Verify water system weaknesses, needs, expansions,
18	WP #1 and WP #2 Software and SCADA Systems Renewals/Adds/Upgrades	Revenues	\$ 85,000	\$ -	\$ 85,000				Renewals and upgrades of operating software
19	Maintenance/Repair/Replace variable speed Pumps at Water Plant #1	SRF - Debt	\$ 300,000		\$ 150,000		\$ 150,000		Investment in assets with continued maintenance
20	Maintenance/Repair/Replace variable speed Pumps at Water Plant #2	SRF - Debt	\$ 400,000			\$ 200,000		\$ 200,000	Investment in assets with continued maintenance

21	Replace Aerator Trays @ WTP #1 & WTP #2	SRF - Debt	\$ 200,000	\$ -	\$ 100,000		\$ 100,000		Investment in assets with continued maintenance
22	Rehabilitate Wells # 3,4,6,7,8	SRF - Debt	\$ 300,000		\$ 100,000		\$ 100,000	\$ 100,000	Investment in assets with continued maintenance
23	WP #1 and WP #2 Water Tank Inspections (Every 3 Years)	Revenues	\$ 7,000		\$ -	\$ 7,000			WP#1/WP#2 ground storage tanks be inspected in 3 yr.
24	Transitional Wells/Modify Consumptive Use Permit (CUP)	Impact Fees	\$ 50,000	\$ 50,000					Accumulation of specified number gallon-modify permit
25	New Well for Transiential Water Supply Management (DID1- new location)	Impact Fees	\$ 550,000			\$ 300,000	\$ 250,000		SFWMD requested closure of Well 1 in two years.
26	2000 LF of Water Lines to Serve New Customers	Impact Fees	\$ 250,000	\$ 250,000					New Lines to serve new customers quickly
	Total Water - Miscellaneous		\$ 2,222,000	\$ 380,000	\$ 435,000	\$ 507,000	\$ 600,000	\$ 300,000	Sub-Total - Miscellaneous
	Total Water Projects (for Plants )		\$ 18,609,626	\$ 3,349,062	\$ 2,353,352	\$ 5,447,880	\$ 5,187,018	\$ 2,272,314	Total Water Projects (for Plants )

NO	Description	Funding Sources	Total 2022-2027 CIP	2022-2023 Budget	2023-2024 Budget	2024-2025 Budget	2025-2026 Budget	2026-2027 Budget	Comments
27	Update Wastewater Master Plan	Revenues	\$ 100,000	\$ 100,000					Identify system bottlenecks with modeling, flows, info
28	Storage Building	Revenues	\$ 35,000		\$ 35,000				Storage Area for various items.
29	Roof Over Chlorine Contact Chamber	Revenues	\$ 15,000	\$ 15,000					Shading installed overchambers to save chlorine evap
30	Instrumentation & Controls/New Scada Alarms Upgrades WWTP	Revenues	\$ 35,000	\$ 35,000					Addition of Scada monitoring system and alarms.
31	Headworks Expansion	Impact Fees	\$ 600,000		\$ -	\$ -	\$ 300,000	\$ 300,000	New growth expansion
32	Wastewater Filters Expansion	Impact Fees	\$ 500,000					\$ 500,000	New growth expansion
33	Expansion New Clarifier/Rebab Existing Tank for Backup	Impact Fees	\$ 800,000		\$ -	\$ -		\$ 800,000	New growth expansion
34	Sludge Design & Improvements	Impact Fees	\$ 500,000		\$ -	\$ -		\$ 500,000	New growth expansion
35	Wastewater Tank Coatings	Revenues	\$ 25,000	\$ 25,000					Investment in existing asset to increase Useful Life
36	Implement Pre-Treatment/Fats Oils & Grease Program (FOG) Study	Revenues	\$ 25,000	\$ 25,000					Implement a FOG program to fats remove from lines
	Total Wastewater - Infrastructure		\$ 2,635,000	\$ 200,000	\$ 35,000	\$ -	\$ 300,000	\$ 2,100,000	Sub-Total - Infrastructure
	Wastewater - Miscellaneous								
37	Septic Tank Elimination Project - Construction of New Sanitary Sewer Lines	Grant - SRF	\$ 2,600,000		\$ 800,000	\$ 500,000	\$ 800,000	\$ 500,000	Replacement of septic tanks with town sewer system
38	Asset Management Software Program (Water & Wastewater)	Revenues	\$ 60,000	\$ 60,000					HB 53 state law that requires completion of a 20-year needs analysis by WW service providers.
39	Waste/Cutter/Sludge Pumps (6" Pumps and 6" lines) for WW Tank Maintenance	Revenues	\$ 8,000	\$ 8,000					Pump that cuts and still pumps to take tankage offline
40	Larger Crane & Truck	Revenues	\$ 160,000		\$ 160,000				Larger crane to reach areas at WWTP
	Total Wastewater - Miscellaneous		\$ 2,828,000	\$ 68,000	\$ 960,000	\$ 500,000	\$ 800,000	\$ 500,000	Sub-Total - Miscellaneous
	Total Wastewater Projects (Dept )		\$ 5,463,000	\$ 268,000	\$ 995,000	\$ 500,000	\$ 1,100,000	\$ 2,600,000	Total
	Utilities Maintenance - Infrastructure								
41	Pole Barn for Equipment and Pipe	Revenues	\$ 35,000	\$ -	\$ 35,000	\$ -			Park Vac Truck under as hoses and sensors in heat--
42	Manhole Rehabilitation Program	Revenues	\$ 175,000		\$ 35,000	\$ 40,000	\$ 50,000	\$ 50,000	SB 53 requires submital 20 year system needs analysis
43	Implement I/I Sewer Study	Revenues	\$ 70,000		\$ 70,000				Need for FDEP for future and condition of lines
44	Sewer Lines - New/Expansion	Impact Fees	\$ 1,200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 300,000	\$ 300,000	Sewer line new and extensions
45	Sewer Lines - Replacement	SRF - Debt	\$ 900,000	\$ 100,000	\$ 100,000	\$ 200,000	\$ 200,000	\$ 300,000	See List*
46	Lighting at Lift Stations	Revenues	\$ 7,500	\$ 7,500					Lighting for security, safety and nighttime repairs
47	Future Reclaimed Water Program Study (SWFWMD)	Revenues	\$ 35,000	\$ 35,000					SWFWMD requesting study/report for RCW for future

48	HL Smith Lift Station Filtration System THM	Revenues	\$ 60,000	\$ 60,000					Regulation Issue
49	Lift Stations - Control Panels/Replace Pumps/Maintenance	SRF - Debt	\$ 1,247,500	\$ 360,000	\$ 350,000	\$ 200,000	\$ 137,500	\$ 200,000	See List*
50	Total Utilities Maintenance - Infrastructure		\$ 3,730,000	\$ 762,500	\$ 790,000	\$ 640,000	\$ 687,500	\$ 850,000	Sub-Total - Infrastructure
	Utilities Maintenance - Machinery and Equipment								
51	Generators - New & Replacements (See Lists for Liftstations)	SRF - Debt	\$ 1,200,000	\$ 230,000	\$ 230,000	\$ 290,000	\$ 315,000	\$ 135,000	See List - 9 liftstations do not have generators, 1 generator is non operational
52	Larger Crane & Truck	Revenues	\$ 160,000		\$ 160,000				Larger Lift could be used for repairs at the WWTP
	Total Utilities Maintenance - Machinery and Equipment		\$ 1,360,000	\$ 230,000	\$ 390,000	\$ 290,000	\$ 315,000	\$ 135,000	See List*
	Total Utilities Maintenance Projects (Dept 53-6)		\$ 5,090,000	\$ 992,500	\$ 1,180,000	\$ 930,000	\$ 1,002,500	\$ 985,000	Total Utilities Maintenance Projects (Dept 53-6)
	Total Utilities CIP		\$ 29,162,626	\$ 4,609,562	\$ 4,528,352	\$ 6,877,880	\$ 7,289,518	\$ 5,857,314	

	FY 2023-2027	FY 2022-23
Grant/SRF	\$ 3,900,000	\$ 950,000
Impact Fees	\$ 12,777,000	\$ 958,000
Revenues	\$ 3,473,126	\$ 1,346,562
SRF - Debt	\$ 9,012,500	\$ 1,355,000
Total Funds	\$ 29,162,626	\$ 4,609,562

## List of Maintenance/Repairs/Replacement

Replace Water Mains/Lines (2")			Linear Feet	Costs	Location
AI-1	<b>Alleys</b>	Ridgewood & Jefferson	650		3rd to 1st Street
AI-2		Jefferson & Adams	1,230		
AI-3		Frederick & Polk Ave	1,280		
AI-4		Polk & Lake Ave	1,133		
AI-5		Main & E. Merrill	2,005		
AI-6		E Main & Sheperd Ave	2,651		
AI-7		Shepard Ave & Edmond Ave	1,540		1st to 3rd Street
S-1	<b>Streets:</b>	North 6th Street	685		
S-2		3rd Street	1,967		
S-3		Center Street	1,540		
S-4		East Florida	2,165		
S-5		Lakeview Drive	931		
					Swings by Lake to Daw
AB-1	<b>Asbestos</b>	MLK Water Line	3,294		\$ -
			<b>21,071</b>	<b>\$3.7 M</b>	<b>3.99 Miles</b>

Lift Stations-Repair/Replace		Repair/Replace	Description
LS-1	Dundee Elementary Lift Station	\$ 310,000	Concrete Pad/Panel
LS-2	Rally's Grove - Additional Pump	\$ 50,000	Additional Pump + SS
LS-3	HL Smith Lift Sation (Rehab)	\$ 200,000	To Stainless/Panel
LS-4	Vista Del Lago	\$ 150,000	Updated Pumps/Impact
LS-5	Eli Lift Station	\$ 30,000	Concrete Driveway
LS-6	Lighting for Lift Stations	\$ 7,500	Lights for night-time re
LS-7	Lift Station Hotel on 27 Economy	\$ 100,000	Pump,Header & Pipes
		<b>\$ 847,500</b>	

Generators		kW	Costs	Description
G-1	Dundee Elementary School Lift Station	100	115,000	No Generator
G-2	Lift Station Hotel on 27 Economy	100	115,000	No Generator
G-3	HF Smith Lift Station	100	115,000	No Generator
G-4	Sand Hill Elementary	100	115,000	No Generator
G-5	Vista Del Lago	100	115,000	No Generator
G-6	MLK Lift Station	150	175,000	No Generator
G-7	Lincoln Lift Station	115	125,000	No Generator
G-8	Walden Vista (replacement)	175	200,000	No Generator
G-9	Eli Lift tation	100	115,000	No Generator
G-10	Maria Vista	125	135,000	No Generator
			<b>\$ 1,325,000</b>	

Comments
n

Comments
Security Access to Back Triplex/Has Generator
pairs

Comments

Funding Summary
-----------------

	<u>Debt Code</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>	<u>Total</u>
Operating Reserves	OR						
Revenues	Revenue	\$ 1,346,562	\$ 723,352	\$ 387,880	\$ 393,018	\$ 85,000	\$ 2,935,812
Impact Fee Fund	Impact Fees	\$ 958,000	\$ 875,000	\$ 4,025,000	\$ 4,019,000	\$ 3,437,314	\$ 13,314,314
Grants	Grant/SRF	\$ 950,000	\$ 800,000	\$ 675,000	\$ 975,000	\$ 500,000	\$ 3,900,000
Proposed SRF Loan - Future Projects	SRF - Debt	\$ 1,355,000	\$ 2,130,000	\$ 1,790,000	\$ 1,902,500	\$ 1,835,000	\$ 9,012,500
	Total Funds	\$ 4,609,562	\$ 4,528,352	\$ 6,877,880	\$ 7,289,518	\$ 5,857,314	\$ 29,162,626
Unfunded	Unfunded						
Total (as of 9/30/22)		\$ 4,609,562	\$ 4,528,352	\$ 6,877,880	\$ 7,289,518	\$ 5,857,314	\$ 29,162,626

Debt Codes

DEBT 1 is for

DEBT 2 is for

DEBT 3 is for

Construction Fund -							\$ -
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