



AGENDA
TOWN OF DUNDEE, FLORIDA
TOWN COMMISSION MEETING
MAY 24, 2022
6:30 P.M.
COMMISSION CHAMBERS
202 E. Main Street, Dundee, FL 33838
Phone: 863-438-8330
www.TownofDundee.com

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

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MAY 24, 2022

ITEM 01: CONSENT AGENDA

A. MINUTES

- Planning & Zoning 04/21/2022 Minutes

B. AGREEMENTS

- Polk County Parks & Rec Stage Rental Agreement, 4th of July Event

AGENDA

APPROVAL OF AGENDA: REGULAR MEETING AGENDA FOR MAY 24, 2022

ITEM 02:	PROCLAMATION	JUNETEENTH 2022
ITEM 03:	PRESENTATION	BRYNJULFSON, CPA FY 2020 – 2021
		COMPREHENSIVE ANNUAL FINANCIAL REPORT
ITEM 04:	PRESENTATION	RAFTELIS TASK ORDER No. 3, ROAD IMPACT FEES
		ADDITIONAL SERVICES
ITEM 05:	RESOLUTION 22-18	FDOT TRAFFIC SIGNAL AGREEMENT
ITEM 06:	RESOLUTION 22-20	BLOUNT SERVICES EMERGENCY PURCHASE
ITEM 07:	RESOLUTION 22-21	GEAR BOX EMERGENCY PURCHASE
ITEM 08:	DISCUSSION & ACTION	RFP 22-02 HISTORIC DEPOT RENOVATION BID
		AWARD

ITEM 09:	DISCUSSION & ACTION	PROGRESSIVE WATER SERVICES, LLC AGREEMENT FOR WATER PERMIT AND TRANSITIONAL WELLS
ITEM 10:	DISCUSSION & ACTION	SANITATION/RECYCLE TOTES PURCHASE
ITEM 11:	DISCUSSION & ACTION	FIRE DEPARTMENT SOLE SOURCE PURCHASES
	A. DOOR REPLACEMENT	
	B. BUNKER GEAR	
ITEM 12:	DISCUSSION & ACTION	FIRE ASSESSMENT FEE
ITEM 13:	DISCUSSION & ACTION	TEMPORARY ROAD CLOSURE, 4TH OF JULY EVENT
ITEM 14:	DISCUSSION & ACTION	DUNDEE ON THE RIDGE COMMUNITY ACADEMY
ITEM 15:	DISCUSSION & ACTION	BUDGET WORKSHOP MEETING DATES

REPORTS FROM OFFICERS

- POLK COUNTY SHERIFFS OFFICE
- 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

MAY 24, 2022

AGENDA ITEM 01: APPROVAL OF THE COMMISSION CONSENT AGENDA

SUBJECT:

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

STAFF ANALYSIS:

The consent agenda for the meeting of May 24, 2022, contains the following:

A. Minutes for approval:

- Planning & Zoning 04/21/2022 Minutes

B. Agreements:

- Polk County Parks & Rec Stage Rental Agreement, 4th of July

STAFF RECOMMENDATION:

Approval

ATTACHMENTS:

Planning & Zoning 04/21/2022 Minutes

Polk County Parks & Rec Stage Rental Agreement, 4th of July



COMMISSION CONSENT AGENDA ITEM

Meeting Date: 5/24/2022

Agenda Item No.: 1A

Type of Item:

☒	Meeting Minutes	☐	Letter of Commendation
☐	Committee Appointment	☐	Contract
☐	Committee Report	☐	Resignation
☐	Department Report		

SUBJECT:

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

Minutes for approval:

- Planning & Zoning 04/21/2022 Minutes

ATTACHMENTS:

Planning & Zoning 04/21/2022 Minutes

DUNDEE PLANNING & ZONING BOARD

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



PLANNING & ZONING BOARD MEETING MINUTES for APRIL 21, 2022

CALL TO ORDER at 5:15pm by Chair Ron Hall
PLEDGE OF ALLEGIANCE: Lead by Chair Ron Hall
ROLL CALL: Jenn Garcia

MEMBERS PRESENT:

Chair Ron Hall
Ray Hunt
Jill Kitto

MEMBERS ABSENT:

Vice Chair Carl Warner
Sam Ahmed

STAFF PRESENT:

Marisa Barmby, CFRPC
Jenn Garcia, Town Clerk
Tracy Mercer, Planning/Special Projects
Clifton Bernard, Public Services Director
John Vice, Public Works Director

AGENDA

ITEM 01: APPROVAL OF MINUTES

Planning & Zoning Board Meeting Minutes 03/17/2022.

MOTION TO APPROVE the Planning & Zoning Board Meeting Minutes for 03/17/2022 made by Board Member Hunt. Seconded by Board Member Kitto. Passed Unanimously.

AYES: Hall, Hunt, Kitto

NAYS: None

ITEM 02: PUBLIC HEARING

A. ZONING MAP AMENDMENT- VALENCIA RIDGE RESERVE PUD

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

A request by Thomas Thayer to amend the official zoning map designation for property from Moderate-Density Single-Family Residential (RSF-2) and lake to Planned Unit Development-Residential (PUD-R) on approximately 161.1 acres of land, located east of State Road 17 (Scenic Highway), south of Lake Mabel Loop Road, and north of Almburg Road further described as parcels: 272835-000000-034020, 272835-000000-032040, 272835-000000-043030, 272835-000000-043010, 272835-000000-031020, 272835-000000-032010, 272835-000000-032020, 272835-000000-014020, 272835-000000-041010, 272835-000000-013000, and 272835-000000-014010.

Chair Hall opened the floor for delegation comment; the floor was closed after no comments.

Board Member Kitto inquired to why it was changed from RSF-3 to a PUD, the bad conditions of the roads, and if fences will be required.

Chair Hall made several comments related to the project. This development had much diversity in the homes that he appreciated. He stated concern for the 45-foot lots. If the homes are too close together, it could increase the possibility of a fire to spread to the other homes. The homes being close together would allow for neighbors being able to hear music and such in each other's homes. There could be parking issues, especially when homes have guests. Inquired to what the timeframe of the phases of the project.

Board Member Hunt responded to the fire concerns that as long as the fire department responds as trained there should be no greater risk for these homes.

David Holden, project engineer, 600 N. Blvd. Ave, Bartow, responded to the Boards questions and concerns. The potential 4 phases will be completed over the next 3 years, January of 2025. It was updated from RSF-3 to a PUD to have a mix of sized lots it will require open space dedication. A traffic study will be required which will dictate what will need to be done with the roads. He stated that the 45-foot lots are following the trends that are in demand right now. They are exceeding the fire code with 12-feet between homes. Concerning the neighbors noise levels, that becomes a code and law issue. The homes will be a minimum of 1200 sq ft. The development will be incorporating 48 designated overflow parking spaces.

Mrs. Barmby responded that part of the subdivision would be fenced consider the Town Code does require subdivisions to put up a fence or wall with landscaping along the road frontages.

Alan Rayl, Town Engineer consultant from Rayl Engineering and Surveying, 810 East Main Street, Bartow, stated that that the Town's Traffic Engineer Consultant has reviewed the traffic study that was submitted. Areas that are lacking are the exterior roadway network that impacts other areas. There is still work that needs to be addressed as to the impact the traffic will have on the existing road systems. Requested the applicant representative elaborate on the dedication of right-of-way and road improvements. He further stated that in areas where are no or insufficient rights-of-way that the developer would be requested to dedicate adequate right-of-way per Town Code to extend the roadway network as part of their development cost.

Mr. Holden responded to Mr. Rayl's comments and questions stating that they will be improving Steward and Welsh Roads and dedicating a couple of rights-of-way.

MOTION TO RECOMMEND APPROVAL to the Town Commission of a change in zoning classification from Moderate-Density Single-Family Residential (RSF-2) to Planned Unit

Development-Residential (PUD-R) on approximately 161.1 acres of land, located east of State Road 17 (Scenic Highway), south of Lake Mabel Loop Road, and north of Almburg Road made by Chair Hall. Seconded by Board Member Kitto. Passed Unanimously.

AYES: Hall, Hunt, Kitto

NAYS: None

ITEM 03: DUNDEE ANNEXATION INFORMATION PRESENTATION

Tracy Mercer, Planning & Special Projects Coordinator made a presentation to the board on annexation requirements and processes.

REPORTS FROM OFFICERS:

- **Board Members:**
 - **Board Member Kitto**
 - Appreciated the annexation presentation from Ms. Mercer, stated it was very informative.
 - Inquired on a plan for the elementary school pick up line considering it is only worsening with the Town growth especially 8th Street and Lincoln. Stated that Sgt. Tanner had a plan to attempt prior to his leaving.
- **Chairman Hall:**
 - Inquired on an update on the Trucking Company on US 27/Frederick code case.
 - Ms. Barnby responded that the case is ongoing and has already been before the Special Magistrate. They have applied for a PUD that will be coming before the Planning & Zoning Board meeting in May or June. The board will have to see if their request is consistent with the code and with the surrounding areas.

ADJOURNMENT

Meeting adjourned at 7:26pm.

Respectfully Submitted,

Jenn Garcia, Town Clerk



COMMISSION CONSENT AGENDA ITEM

Meeting Date: 5/24/2022

Agenda Item No.: 1B

Type of Item:

☐	Meeting Minutes	☐	Letter of Commendation
☐	Committee Appointment	☒	Contract
☐	Committee Report	☐	Resignation
☐	Department Report		

SUBJECT:

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

Contracts/Agreements for approval:

- Polk County Parks & Rec Stage Rental Agreement, 4th of July

ATTACHMENTS:

Polk County Parks & Rec Stage Rental Agreement, 4th of July



POLK COUNTY PARKS & RECREATION

PORTABLE STAGE RENTAL AGREEMENT

4177 Ben Durand Rd., Bartow, FL 33830 • (863) 534-6911

Applicant First & Last Name: Johnathon Vice
Phone Number: 863-514-6636 Email: jvice@townofdundee.com
Address: 202 East Main street City: Dundee State: Fla Zip: 33838
Drivers License Number: _____ State of Issuance: Florida Date of Birth: 12/22/1987
Organization Name (If applicable): Town of Dundee Phone Number: 863-514-6636
Address: 202 East Main street City: Dundee State: Fla Zip: 33838

STAGE RENTAL INFORMATION

Stage Rental Cost: Non-Profit: \$70 per hour For-profit: \$150 per hour

Name of Event: Town of Dundee annual 4th of July celebration
Stage Delivery Address: 603 Lake Marie drive dundee fla 33838
Stage Rental Date(s) Requested: 7/4/2022 Delivery Time: 1pm Pick Up Time: 9pm
Rental Length: _____ 4 hours yes 8 hours _____ 12 hours _____ Other **(setup and tear down included in time)**
Additional equipment requested: yes Stage Skirt (\$100) yes Generator (\$250 per day)
Early setup: _____ \$350.00 (Setup the day prior to the event is available if PCPR schedule permits)

All renters must provide a copy of their insurance which must list the Polk County Board of County Commissioners as an additional insured.

The wording for additional insured must read:
Polk County A Political
Subdivision of the state of Florida
Drawer AS05 P.O. Box 9005
Bartow, FL 33831

HOLD HARMLESS AGREEMENT

No promotions should be initiated until signed agreement is approved

Applicant agrees to, and will at all times, indemnify, save and hold harmless the Polk County Board of County Commissioners (BoCC), its officers, agents, and employees from all liability, claims, demands, damages and cost of every kind and nature, including attorneys fees at trial or appellate levels and all court costs arising out of injury to, or death of persons, and damage to any and all property including loss of use thereof, resulting from or in manner arising out of or in connection with activities or use of the mentioned facilities on this contract arising out of its relationship with BoCC, excepting only liability resulting from the negligence of the BoCC. The applicant will, upon request from the BoCC, defend and satisfy any and all suits arising from its use of the premises.

Applicant will, at own expense, keep in force during the term of this agreement, insurance from an insurance company licensed in the State of Florida and rated AA, Class VIII, or better, by A.M. Best. Required insurance will be evidenced by a certificate of insurance including: Comprehensive Liability Insurance with a minimum limit of one million dollars per occurrence, combined single limit to include: Premises Personal Injury, Operations. POLK COUNTY BOARD OF COUNTY COMMISSIONERS MUST be listed as additional insured party.

****By signing this document, the applicant acknowledges the receipt of the Health and safety guidelines regarding COVID-19 pandemic and agrees to comply with all federal, state and local health agencies COVID-19 recommendations.****

CERTIFICATE OF INSURANCE MUST BE SUBMITTED NO LATER THAN SEVEN CALENDAR DAYS PRIOR TO REQUESTED EVENT DATE

By signing this agreement, the applicant is stating that they have received and read the portable stage rental policy and agree to abide by these policies and stipulations set forth by Polk County Parks & Recreation. The applicant also agrees to be responsible for the repairs of any damages accrued during the rental.

Applicant Signature: Johnathon Vice Date: 5/16/2022

Note: Hold Harmless/Insurance Statement must be signed by the applicant.
Falsification of information may result in rejection or cancellation of use

OFFICE USE ONLY

Approved: _____ Disapproved: _____ Authorization: _____ Date: _____

Rental Length:	Rental cost per hour:	Early Set Up:	Stage Skirt:	Generator Rental:	Total:
	\$	\$	\$	\$	\$

Certificate of insurance required with BOCC listed: YES/NO Received: _____ / _____

STAFF
INITIALS DATE

Comments: _____



POLK COUNTY PARKS & RECREATION

Stage Rental Cancellation & Refund Policy

The following is an addition to the County's Rental Policies:

1. Refunds may be requested for rentals of all facilities that the County elects to make available for exclusive reservation. All refund requests will be processed by the Parks and Recreation staff and submitted to the Recreation Superintendent for approval. Requests must be made prior to the event. Post event requests will be denied unless service cannot be rendered by Parks and Recreation.
2. Rental Refund Schedule:
 - a. Event/Rental Refund Request made 14 days or more prior to the event date shall be eligible for a full refund, minus a \$25.00 processing fee.
 - b. Event/Rental Refund Requests made 13 to 7 days prior to the event date shall be eligible for a refund of half the total amount of the rental.
 - c. Event/Rental Refund Requests made with 6 days prior to the event date will forfeit entire amount paid for the rental.
3. Inclement Weather/Facility Failure - In cases where weather does not allow for use of facility or there is circumstance with the facility that makes it unusable, a full refund or a credit for a makeup date may be issued by Parks and Recreation.
4. Refund Request Procedure:
 - a. Renter shall communicate with Parks and Recreation of their intent to cancel the rental. Communication should be followed by a letter, fax or e-mail explaining the circumstances of the cancellation, contact information and address to which the funds can be returned.
 - b. Parks and Recreation will review requests within one business day of receipt.
 - c. Upon approval, refund process will be initiated

Signature of Renter: _____ Date: _____

DUNDEE TOWN COMMISSION MEETING

MAY 24, 2022

AGENDA ITEM 02: PROCLAMATIONS

SUBJECT:

The Town Commission will consider the proclamations for dates of observance that occur between this meeting and the next Town Commission meeting.

ANALYSIS:

The Town will celebrate the following nationally recognized occasions in the coming weeks:

JUNE 19, 2022 – JUNETEENTH

Juneteenth commemorates African American freedom and emphasizes education and achievement. It is a time for reflection and rejoicing. It is a time for assessment, self-improvement and for planning the future. Its growing popularity signifies a level of maturity and dignity in America long overdue. The Town of Dundee makes a proclamation joining people of all races, nationalities and religions joining hands to truthfully acknowledge a period in our history that shaped and continues to influence our society today. Sensitized to the conditions and experiences of others, only then can we make significant and lasting improvements in our society.

ATTACHMENTS:

- Proclamation – Juneteenth, June 19, 2022

PROCLAMATION



WHEREAS, the Emancipation Proclamation was formally issued on January 1, 1863, declaring that enslaved Africans in the Confederate States of America were to be freed; and

WHEREAS, news of the issuance of the Emancipation Proclamation was not immediately delivered to the most remote areas of the Confederate States of America; and

WHEREAS, news of the abolition of the enslavement of Africans was not delivered to all the Confederate States until after the conclusion of the American Civil War; and

WHEREAS, all of the Confederate States received news of the end of enslavement of African people on June 19, 1865; and

WHEREAS, June 19th – JUNETEENTH a linguistic blend of the words June and nineteenth, was adopted to commemorate this historical and pivotal date in American history; and

WHEREAS, beginning on January 1, 1980, several states and municipal governments in the United States have declared June 19th – JUNETEENTH a legal holiday; and

WHEREAS, June 19th – JUNETEENTH, is celebrated nationally and internationally to recognize the end of the enslavement of Africans in the United States and to celebrate the culture and achievements of African Americans; and

WHEREAS, June 19th – JUNETEENTH was made an official Town holiday in 2021 to provide all Town residents an opportunity to learn, reflect and celebrate the rights, privileges, culture, achievements, sacrifices of African Americans in and to the Town of Dundee and to this country; and

WHEREAS, today, millions of Americans of all races, creeds, religious and ethnic backgrounds celebrate Juneteenth, which not only celebrates freedom, but also acknowledges the achievements of African Americans; and as celebrations continue to spread, we can all be reminded of the oft-repeated maxim, “Until all are free, none are free,” that highlights the manner of the end of slavery in the United States.

NOW, THEREFORE, I, Samuel Pennant, Mayor of the Town of Dundee, Florida, together with the members of the Dundee Town Commission, hereby declare June 19th, 2022, as

JUNETEENTH

in the Town of Dundee and urge our citizens to participate in events that celebrate freedom for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the Town of Dundee, Florida this 24th day of May in the Year of Our Lord Two Thousand and Twenty-Two.

Sam Pennant, Mayor

Attest: _____
Jenn Garcia, Assistant Town Manager/Town Clerk

DUNDEE TOWN COMMISSION MEETING

MAY 24, 2022

AGENDA ITEM 03: PRESENTATION, FROM BRYNJULFSON, CPA FY 2020 – 2021 COMPREHENSIVE ANNUAL FINANCIAL REPORT

SUBJECT:

Auditor's Presentation from Brynjulfson, C.P.A. on the Annual Financial Report for 2020 – 2021 Fiscal Year.

ANALYSIS:

Mike Brynjulfson, C.P.A. will present the Comprehensive Annual Financial Report for the Fiscal Year that ended on September 30, 2021.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

- Annual Comprehensive Financial Report FY 2020 – 2021
- Brynjulfson Audit Response

Town of Dundee, Florida

Report to the Mayor and Town Commission
required by AICPA auditing standards section

AU-C Section 260 – *The Auditor's Communication with Those Charged with Governance*

April 25, 2022

Honorable Mayor and Members of the Town Commission
Town of Dundee, Florida

We have audited the financial statements of the governmental activities, the business-type activities and each major fund of the Town of Dundee, Florida (the "Town") as of and for the year ended September 30, 2021 and have issued our report thereon dated April 25, 2022. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit in our engagement letter dated March 8, 2019. Professional standards require that we communicate to you the following information related to our audit.

Qualitative Aspects of Accounting Practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used the Town are described in note 1 to the financial statements.

No new accounting policies were adopted, and the application of existing policies was not changed during 2021 except for the following:

- During the fiscal year ended September 30, 2021, the Town implemented the provisions of Government Accounting Standards Board Statement (GASBS) No. 84 – *Fiduciary Activities*. This Statement establishes new criteria for identifying fiduciary activities which, when met, require that the activities be reported in a fiduciary fund in the basic financial statements. A statement of fiduciary net position and a statement of changes in fiduciary net position are required to be presented for these activities. This Statement describes four fiduciary funds that should be reported, if applicable: (1) pension (and other employee benefit) trust funds, (2) investment trust funds, (3) private-purpose trust funds, and (4) custodial funds (formerly agency funds). Implementation of this Statement did not require a restatement of net position or fund balance but resulted in the creation of a custodial fund to account for fees collected on behalf of other governments.
- In response to the changes to Section 163.31801, Florida Statutes, the Town has established the impact fee special revenue fund effective October 1, 2020 to account for the financial transactions of the Town impact fees, including water and sewer impact fees that were previously reported in the enterprise fund. This reporting change is considered a change in accounting principle and as a result, fund balance of the general fund and net position of the enterprise fund, as previously reported, were decreased and the beginning of the year fund balance of the impact fee special revenue fund was increased by this same amount.
- During the fiscal year ended September 30, 2021, the Town implemented the provisions of GASBS No. 89 – *Accounting for Interest Cost Incurred before the End of a Construction Period*. This Statement requires that construction related interest costs incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred and will not be included in the historical cost of a capital asset as allowable under previous pronouncements.

We noted no transactions entered into by the Town during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Qualitative Aspects of Accounting Practices (concluded)

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The most sensitive estimates affecting the financial statements were:

- Management's estimate of the allowance for doubtful accounts is based on historical water and sewer revenues, historical loss levels and an analysis of the collectability of individual accounts.
- Depreciation is recognized using the straight-line method over the estimated useful lives of the capital assets.
- The unbilled utility revenue calculation is based on the number of days from the last meter read date in the year through year-end divided by thirty and then multiplied by the subsequent month billing.

We evaluated the key factors and assumptions used to develop the above estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Disclosures

The disclosures in the financial statements are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 25, 2022.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. Material misstatements detected as a result of audit procedures are detailed in the attached schedule of corrected material misstatements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Town's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. Management has consulted with White Paper Consulting, Inc. with regards to general accounting and year-end closing assistance for the year ended September 30, 2021. We are aware that management consults with White Paper Consulting, Inc. on general accounting matters, which can have a direct and material impact on the financial statements.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Other Information in documents containing audited financial statements

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

We were not engaged to report on the introductory, statistical or other information sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Use of audit report and audited financial statements in other documents

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document.

This information is intended solely for the use of the Town Commission and management of Town of Dundee, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Brynjulfson CPA, P.A.

Brynjulfson CPA, P.A.
Auburndale, Florida
April 25, 2022

Dundee, Town of
Year End: September 30, 2021
Schedule of Corrected Material Misstatements

Account No	Name	Debit	Credit
101-101.224 101	Sewer Plan Expansion Citizens 3401	29,314.41	
101-131.700 101	Due From Ent Fund To Impact Fee Fund		(29,314.41)
401-101.224 401	Sewer Plant Expansion Citizens 3401		(29,314.41)
401-131.700 401	Due From Ent Fund To Impact Fee Fund	29,314.41	

To move a sewer impact fee account to the new impact fee special revenue fund per City adoption of the new fund.

001-115.200 001	Intergovernmental Receivables	50,193.54	
001-115.300 001	Franchise & Srv Fee Receivable	81,197.66	
001-312.410 001	Local Option Gas Tax		(13,434.80)
001-312.420 001	New Local Option Gas Tax		(8,405.64)
001-313.100 001	Electric-Utility		(45,548.79)
001-314.100 001	Electric-Franchise		(35,648.87)
001-315.000 001	Communication Services Tax		(11,361.67)
001-335.122 001	SRS - Motor Fuel Tax		(3,602.18)
001-335.123 001	SRS - Sales Tax		(13,389.25)

To accrue general fund revenue.

001-155.400 001	Prepaid Expense	35,744.08	
001-216.100 001	Accrued Wages Payable		(35,744.08)
401-155.400 401	Prepaid Expenses	18,055.33	
401-216.100 401	Accrued Wages Payable		(18,055.33)

To reclass 10/1/2021 payroll(funds held by Certipay at 9/30/2021) booked as of 9/30/2021 as prepaid expenses and payroll accrual at yearend.

001-101.201 001	Cash on hand - Building Department	42,945.33	
001-341.260 001	Site Plan Review		(42,945.33)

To record a check issued to the Town yet held at the Town facilities at year-end and had not been recorded.

001-115.400 001	Due from others	51,356.76	
001-240.001 001	Deferred Inflows		(51,356.76)

To record sanitation franchise fees receivable.

Dundee, Town of
Year End: September 30, 2021
Schedule of Corrected Material Misstatements

Account No	Name	Debit	Credit
001-101.239 001	WellsFargoLoan#2 SinkingFundAcct 3954	114,898.89	
001-101.249 001	General Fund Citizens 3701		(114,898.89)
To correct a bank transfer adjustment posted in error.			
001-115.200 001	Intergovernmental Receivables	98,976.33	
001-334.900 001	Federal Grants - Fire Control		(98,976.33)
To record FEMA grant revenue.			
001-101.249 001	General Fund Citizens 3701	70,755.79	
001-313.100 001	Electric-Utility		(39,960.63)
001-314.100 001	Electric-Franchise		(30,795.16)
To record Duke Energy revenue that was not recorded.			
401-116.998 401	Transfer To/From Unrestricted		(53,608.01)
401-116.998 401	Transfer To/From Unrestricted	308,256.18	
401-116.999 401	Trnsfr to(from) Restricted	53,608.01	
401-116.999 401	Trnsfr to(from) Restricted		(308,256.18)
To adjust restricted cash for financial reporting. Management should make the correct adjustments in the subsequent year to bring restricted cash inline with required balances.			

Account Number Legend:

XXX-YYY-ZZZZ

XXX: Fund (001 = general fund; 101 = impact fee special revenue fund; 401 = enterprise fund)

YYY: Department

ZZZ: Object

DUNDEE TOWN COMMISSION MEETING

MAY 24, 2022

AGENDA ITEM 04: PRESENTATION, RAFTELIS TASK ORDER No. 3, ROAD IMPACT FEE ADDITIONAL SERVICES

SUBJECT:

Alex Anaya of ESRP will give a presentation on the necessity of a Task Order for additional services to address Transportation Impact Fees.

STAFF ANALYSIS:

Town Staff has recognized the need for a more specialized traffic and transportation plan that will identify the necessary improvements required with the current and oncoming development growth.

Town Staff requested that Raftelis engage a subconsultant, ESRP Corporation, to provide the necessary planning and analysis to design a comprehensive roadway study that will identify how future developments will impact the town roads and traffic systems.

These additional services will revise the original budget:

Original Budget – Task Order 3	\$15,000
Additional Services	\$183,954
Revised Budget	\$198,954

FISCAL IMPACT:

\$183,954

STAFF RECOMMENDATION:

APPROVAL of Raftelis Task Order No. 3

ATTACHMENTS:

- Raftelis Task Order No. 3
- Raftelis Master Continuing Contract

May 19, 2022

Tandra Davis
Town Manager
Town of Dundee
202 E. Main Street
Dundee, Florida 33838

**Subject: Task Order No.3 to Continuing Contract for Consulting Services dated December 10, 2019:
Road Impact Fees - Additional Services**

Dear Tandra:

Raftelis Financial Consultants, Inc. (Raftelis) was retained by the Town of Dundee (Town) to assist with updating the existing road impact fees. Since the time Raftelis was engaged on this effort there have been ongoing discussions regarding the need for more a specialized traffic and transportation plan that will identify the necessary improvements required to serve the tremendous growth on the near-term horizon. Raftelis has been asked by the Town to engage a subconsultant for the purpose of providing the necessary planning and analysis to design a comprehensive roadway study that will identify future projects (new roads, road expansions, intersections, etc.) required to accommodate the demands of future development. Raftelis will partner with ESRP Corporation, as recommended by Town staff and consultants, who Raftelis has partnered with in the past on other similar studies and pursuits. The full scope of services of ESRP Corporation is attached as Exhibit A.

With these additional services, the original budget is revised as summarized below:

Original Budget – Task Order 3	\$15,000
Additional Services	\$183,954
Revised Budget	\$198,954

The additional services amount is based on the cost estimate as detailed in Exhibit A. With the approval of the Additional Services, Raftelis will execute a subconsultant agreement with ESRP Corporation and work on setting up a kick-off meeting with the appropriate Town representatives. Should the full not-to-exceed amount not be required, then the remaining amount will not be billed to the Town. This proposal is valid from ninety (90) days from the date of this letter.

We appreciate your consideration of the approval of this request for additional services. If this is acceptable to the Town, please indicate with the authorized signature at the bottom of this letter. We very much appreciate being able to serve the Town on this important engagement. Please do not hesitate to contact me with any questions at 407-960-1806 or jwilliams@raftelis.com.

Tandra Davis
Page 2
May 19, 2022

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Joe Williams
Manager

Approved by,

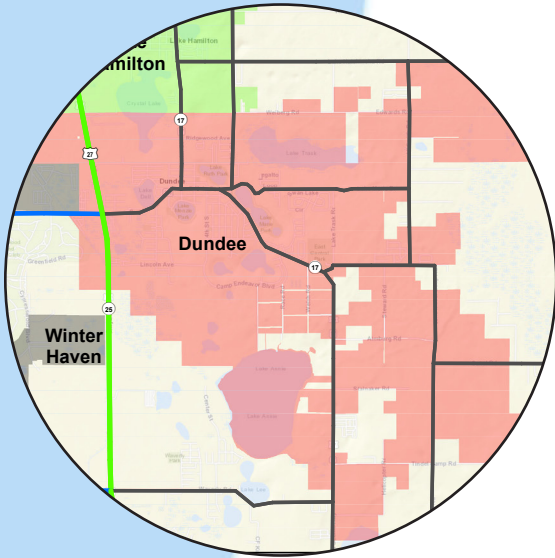
Town of Dundee, Florida

Signature

Title

Date

Exhibit A – ESRP Proposal



Town of Dundee

Transportation Impact Fee Study & Fee Schedule Update

**Proposal for Transportation Planning
and Engineering Services**

Submitted by:

ESRP
CORPORATION

Engineering | Science | Research | Planning

10213 Wilsky Boulevard, Suite 107
Tampa, FL 33625

Phone 813.381.5017

May 18, 2022

May 17, 2022

Tandra Davis, MBA
Town Manager
Town of Dundee, Florida

SUBJECT: Town of Dundee Transportation Impact Fee Study

Dear Ms. Davis:

ESRP Corporation (ESRP) is pleased to submit a proposal for a detailed traffic/transportation analysis of the Town of Dundee transportation network and the update of the town's transportation impact-fee schedule. We appreciate the opportunity to submit our qualifications and look forward to the opportunity of providing transportation planning and engineering services to the Town.

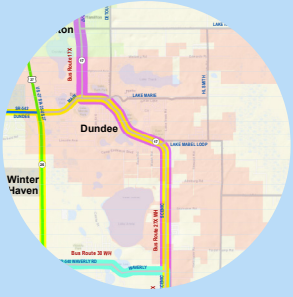
ESRP Corporation has assembled an outstanding team of professionals with unique and extensive experience in the disciplines required to successfully analyze the existing and future traffic/transportation conditions within the Town of Dundee and to update the Town's transportation impact fees.

Our proposal is attached to this letter.

We trust that the information provided in our proposal will highlight the experience and qualifications of the ESRP team and will further support our capabilities to provide quality and cost-effective transportation planning and engineering services to the Town of Dundee.

Respectfully,

Alejandro (Alex) Anaya, PE, PTOE
ESRP CORPORATION
10213 Wilsky Boulevard, Suite 107
Tampa, FL 33625
PBX 813.381.5017
FAX 813.381.5018
www.esrpcorp.com



PRIME CONSULTANT OVERVIEW

PRIME CONSULTANT OVERVIEW

ESRP CORPORATION provides comprehensive transportation engineering and planning services using Context Sensitive Solutions (CSS) that balance community needs, stakeholder concerns, and the mobility and safety requirements of all users. The company also provides landscape architecture services with an emphasis on complete streets and city beautification.

Based in Tampa Bay, ESRP has been serving clients at the state and local-government levels since 2010.

Our staff has extensive experience in large-area planning analyses that address existing and anticipated transportation issues as well as future transportation needs. ESRP also has relevant expertise in innovative designs that address multi-modal options taking into account the needs of pedestrians, bicyclists and transit users. Our team members are experienced in Practical Design, an effort to consider system-wide benefits and address reduced transportation budgets.

ESRP's experience includes identifying and evaluating safety countermeasures, developing Crash Modification Factors and evaluating driver performance to determine adequate solutions. We are capable of addressing most of the safety concerns that affect the various users of the transportation system.

Modern, efficient and reliable transportation facilities are vital to the economic growth, quality of life and competitiveness of a region. We strongly believe that using multidisciplinary approaches and innovative technologies from the planning phase through operation and maintenance of any infrastructure project produces the best results for all users. ESRP is a multidisciplinary organization committed to looking at transportation issues from different angles as well as using the best tools and technologies available to make transportation better and accessible for all.

CERTIFICATIONS

ESRP is currently certified as a Minority Business by the State of Florida (Office of Supplier Diversity) and as a

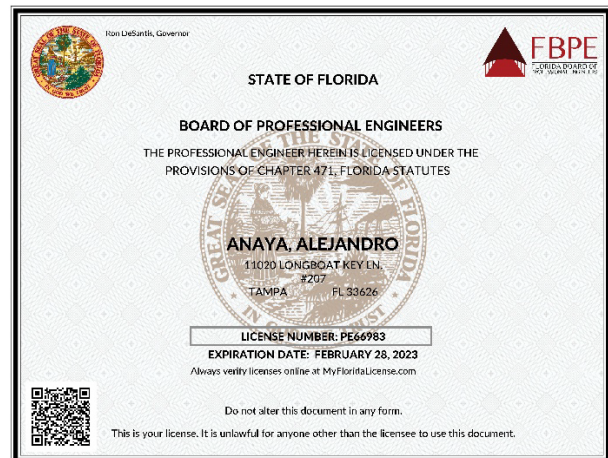
Minority Business Enterprise (MBE) and Small Local Business Enterprise (SLBE) by the City of Tampa and Hillsborough County. The company is also certified as a Disadvantaged Business Enterprise (DBE), by the Florida Department of Transportation, and as a Small Business Enterprise (SBE) by Port Tampa Bay.

REGISTRATION WITH THE STATE

ESRP is a C Corporation registered to do business in Florida.

PROFESSIONAL LICENSE

ESRP operates under the Professional Engineer license of Alejandro (Alex) Anaya, PE, PTOE, who is the current President of the company.



PREQUALIFICATIONS

ESRP is currently prequalified by FDOT to perform professional services under work types **3.1, 6.1, 6.2, 7.1, 7.3, 13.3, 13.4, 13.5, 13.6, 13.7 and 15.0**.

CONTACT INFORMATION

Our main office is located in Tampa, Florida.

ESRP CORPORATION

10213 Wilsky Boulevard, Suite 107
Tampa, FL 33625

Phone 813.381.5017

Fax 813.381.5018

info@esrpcorp.com

www.esrpcorp.com

ESRP SERVICES

Traffic Engineering/Traffic Operations

- Access Management Studies
- Access Configuration Design
- Safety Audits
- Safety Studies
- Signalization (Signal Design)
- Signal-Warrant Analyses
- Signing & Pavement Markings Design
- Traffic Calming Design
- Traffic Impact Studies
- Traffic Signal Timing
- Temporary Traffic Control

Transportation Planning – Road/Multimodal

- Access Studies
- Alternative Impact-Fee Studies
- Circulation Analyses
- Corridor Studies
- DRI Studies
- Feasibility Studies
- FSUTMS Modeling (Florida)
- Impact-Fee Studies
- Jurisdiction-Wide Mobility Plans
- Mobility-Fee Studies
- Mobility-Fee Policy
- Multimodal Studies
- Parking Studies
- PD&E Studies
- Public Transportation Planning
- Traffic Micro-Simulation
- Transp. Impact-Fee Studies
- Transp. Systems Analyses
- Travel-Demand Forecasting

Highway Design

- Complete Streets Design
- Intersection Design
- Modern Roundabout Design
- Multimodal-Facilities Design
- RRR Design

Transportation Planning - Rail and Transit

- Bus Rapid Transit (BRT) Development
- FTA Alternatives Analysis
- Intermodal Transportation Studies
- Microtransit System Analysis
- Microtransit System Preliminary Design
- Project Development & Env. (PD&E) Studies
- Project Development under NEPA
- Regional & Commuter Rail Studies
- Studies for High-Speed Rail Initiatives
- Transit Corridor and Subarea Studies
- Transit Demand Forecasting
- Transit Facility Preliminary Engineering
- Transit Facility Alternative Analysis
- Transit Facility Alternative Design
- Transit Environmental Assessments (EA)
- Transit Environ. Imp. Statements (EIS)
- Urban Rail Transit (Streetcar/LRT/HRT)

Architecture

- Landscape Design
- Landscape Inspections
- Street Furniture Design

GIS and Data

- Corridor/Network Analyses
- Data Integration
- Geodatabase Development
- Mapping and Presentations

Application Development

- Database Design
- Online Data Collection Forms
- Web-Based Applications
- Websites

Other Services

- Traffic Data Collection
- Crash Data Mapping / Analysis



ESRP TEAM

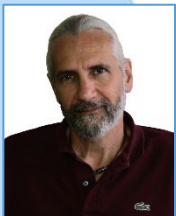
ESRP TEAM

Our team was structured taking into account the nature of the project and the importance of having a comprehensive view of all the elements involved in the process of establishing a transportation revenue program that appropriately funds the Town of Dundee's future transportation-infrastructure needs. In line with this, the ESRP Team brings the required experience and technical skills to successfully deliver an updated transportation-impact fee schedule that is adequate to address the needs mentioned above while being legally defensible and consistent with Florida Statute.

ESRP Key Staff Members:



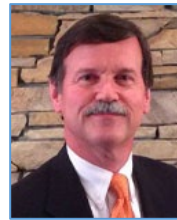
Alex Anaya, PE, PTOE will serve as project manager for this important project. Mr. Anaya has extensive experience managing planning and engineering projects of varied scopes and sizes. His experience includes development of transportation impact fees and mobility fees within several jurisdictions in southwest Florida as well as mobility plans, corridor analyses, multimodal feasibility studies, PD&E studies, regional transportation analyses, freight-corridor studies and travel-demand modeling. He has also been a key planning and/or design team member in other types of transportation/mobility projects that involved roadway design, traffic design and roundabout design. Mr. Anaya will lead traffic-analysis and travel-demand modeling activities. He will also be in charge of the development of transportation impact fees and will ensure the quality of the required calculations. Mr. Anaya will also coordinate the efforts needed to procure all data needed for the analysis.



Nick Stamatiadis, PhD, PE will lead most aspects related to specific roadway improvements, context-sensitive solutions, roadway capacity, performance measures and safety as well as improvement-project prioritization. He has been extensively involved in context-sensitive design and as well as safety analyses

based on Highway Safety Manual (HSM) procedures. Dr. Stamatiadis was the Principal Investigator of NCHRP 15-52 which redesigned the existing functional classification system and proposed a new context-based roadway classification named Expanded Functional Classification System (Expanded FCS) which was the basis for the Context Classification System recently implemented by the Florida Department of Transportation.

Subcontractors:



William Oliver, PE brings over 40 years of experience in transportation planning including the development of impact and mobility fees. He has developed many of the technical analysis procedures that support impact and mobility fees, and served on the Florida Transportation Mobility Fee Study's advisory panel in 2009. Mr. Oliver has worked on the development of transportation impact fees in Florida since 1985. He has a diverse background in transportation planning and land development regulation. His experience includes leading mobility-fee studies in Pasco County, Lake County, the City of Orlando, and Seminole County, as well as providing technical support for additional transportation impact fees in Collier County, Pinellas County, and the City of Tampa. Mr. Oliver has also directed MPO Long-Range Transportation Plan development in Lake and Volusia Counties as well as Comprehensive-Plan Transportation Elements and Concurrency regulations for the City of Tampa, the City of Sarasota, and Pasco County. He has been involved in developing and managing public outreach and community relations programs associated with impact fees and infrastructure finance. Mr. Oliver will lead tasks in connection with land use and transportation as well as the corresponding plan/code changes recommended as part of these activities. He will also review and propose updates/additions to the Town's "Road Impact Fee Ordinance" and provide key support for the impact-fee development/update process.

Resumes with detailed project information are included in the following pages.

Alejandro (Alex) Anaya, PE, PTOE

President / Senior Transportation Engineer



Mr. Anaya serves as President and Senior Transportation Engineer for ESRP CORPORATION. He has extensive experience in corridor and sub-area planning, mobility planning, multimodal-corridor design, traffic analysis and travel-demand modeling as well as traffic design, modern roundabout design, traffic safety and operations. Mr. Anaya has managed transportation projects of varied scopes and sizes including PD&E studies, corridor studies, multimodal feasibility analyses and roadway design projects. His experience also includes citywide mobility and connectivity studies, development of mobility fees to replace transportation impact fees, and policy planning to support multimodal transportation.

Years of Experience: 24

Education Background

M.S. Civil Engineering - Transportation Engineering
M.S. Civil Engineering - Project Management
B.S. Civil Engineering

Professional Registrations

Professional Engineer (PE) Florida No. 66983
Professional Engineer (PE) Kentucky No. 25407
Professional Traffic Operations Engineer (PTOE)

Professional Memberships

Institute of Transportation Engineers (ITE) - Member
American Society of Highway Eng. (ASHE) - Member

Project Experience

Alejandro (Alex) Anaya, PE, PTOE

North Port Mobility Fee Study - City of North Port (2020-19) - Sarasota County, Florida

The main purpose of this project was to conduct a mobility-fee study and develop a mobility-fee schedule that will replace the current transportation impact fees of the City of North Port, Florida. ESRP was also retained to prepare a Mobility and Connectivity Plan, the results of which, were used for the mobility-fee analysis. Mr. Anaya lead this effort and followed a specific methodology to calculate mobility fees, under several proposed scenarios. The analysis was based on the estimated cost of the Mobility and Connectivity Plan and the anticipated growth as well as city, county and state plans that will have an effect on mobility within City limits. Mr. Anaya presented the results to Stakeholders and the City Commission, drafted a Mobility-Fee Ordinance and wrote a very detailed Mobility-Fee Technical Report.

North Port Citywide Mobility & Connectivity Plan - City of North Port (2020-19) - Sarasota County, Florida

This project intended to produce a reasonable citywide plan that helps to satisfy the mobility and connectivity needs of all City of North Port residents and visitors while improving public health and quality of life. As project manager and lead multimodal engineer/planner, Mr. Anaya carried out a comprehensive transportation/mobility analysis and collected stakeholder as well as general-public input in order to produce a reasonable and feasible plan that will significantly improve mobility and connectivity by providing additional options, in terms of routes and transportation modes, throughout the City. In addition to roadways, sidewalks and bike lanes, the plan included a network of shared-use paths (with a significant amount of bridges over existing canals and more than 430 crosswalks) as well as new multimodal routes that include existing local roads designated as Low Speed Facilities (LSFs).

Multimodal Corridor Design Sourcebook (MCDSB) - FDOT District 7 (FPN: 259109-1-12-24) - Tampa, FL

The main purpose of the Multimodal Corridor Design Sourcebook is to support FDOT-compliant planning and preliminary design of new multimodal corridors and proposed improvements. This book provides a number of creative and innovative corridor design approaches that allow for various non-automobile modes of transportation including, but not limited to, walking, cycling, regular transit, bus rapid transit (BRT), microtransit, rail transit, ride-hailing/ride-sharing, bicycle-sharing and micromobility. Mr. Anaya was the lead design engineer and project manager for this important project. He created 125 multimodal corridor configurations that are consistent with FDOT's Context Classification System and meet FDOT design standards. Mr. Anaya directly supervised the production team throughout the project.

Corridor Studies, Sub-Area Studies and Special Transportation Studies - FDOT District 7 (FPN: 259109-1-12-24) - Florida

The scope of this district-wide contract covers a wide variety of transportation studies and transportation planning activities, including review of LRTPs and other transportation plans, as well as specific support to the Department of transportation and local governments. Under this contract, ESRP is developing a number of design alternatives compatible with the Context Classification system recently implemented by the Department. This effort will take into account the potential benefits of innovative intersection designs and the importance of multimodal solutions that address the needs of all transportation-infrastructure users. As consultant project manager, Mr. Anaya is involved in all aspects of this contract.

Citizens Bank & Trust Alternative Impact Fee Study - Citizens Bank & Trust - Polk County, Florida

This project was in connection with three new Citizens Bank & Trust branches located in Polk County (Florida). The main objective was to develop a transportation impact fee for drive-through banks based on local data. The transportation impact-fee rates used by Polk County, at the time of this project, were developed based on ITE data that was collected in other states. As a result, these data did not accurately represent the travel-demand/trip-length conditions in Southwest Florida. Mr. Anaya served as project manager and was responsible for all tasks in connection with this project including traffic data collection activities (traffic counts / origin-destination surveys), data analysis, trip-rate estimation, average trip length determination, alternative impact fee calculations and final recommendations.

Multi-Modal Justification Study - US 301 (SR 43) from SR 676 (Causeway Blvd) to SR 574 (MLK Jr. Blvd) - FDOT District 7 (FPN: 416842-1-32-01) - Hillsborough County, Florida

As a senior transportation engineer, Mr. Anaya was responsible for all activities in connection with a Multi-Modal Justification Study for US 301 between Causeway Blvd. and MLK Jr. Blvd. in Hillsborough County, Florida. The purpose of the study was to evaluate the adequacy and feasibility of providing bicycle and/or pedestrian facilities along the corridor. Mr. Anaya participated in all project tasks including field review, data search, data analysis, development of alternatives, cost estimation, recommendations and final report preparation.

Project Experience

Alejandro (Alex) Anaya, PE, PTOE

Impact Fee Studies - Various Clients, Florida - Several Counties, Florida

Prepared alternative impact-fee studies for diverse types of projects in several Southwest Florida cities and counties. Estimated variables such as trip-generation and trip-length based on traffic and survey data collected at multiple locations. Projects include:

Holiday Inn Express Hotel and Suites

US Highway 27, approximately 0.3 miles north of Chalet Suzanne Road
Polk County, Florida

Hampton Inn & Suites Hotel

US Highway 27, approximately 0.8 miles south of Chalet Suzanne Road
Polk County, Florida

Bowling Alley/Entertainment Center

East of Lakewood Ranch Boulevard and just north of Center Ice Parkway
Manatee County, Florida

Trustco Bank

US 27 near Deer Creek Boulevard
Polk County, Florida.

Citizens Bank & Trust:

- 1985 E. Edgewood Dr., Lakeland, FL
- 1450 N. Broadway, Bartow, FL
- Corner of South Florida Ave. (SR 37) and Brannen Road
- Lakeland, FL - Outside the city limits.

Feasibility Analysis for Conversion of One-Way Streets Florida Avenue/Tampa Street/Highland Avenue (SR 685/US Business 41) - FDOT District 7 (General Planning Consultant Contract - FPN 25919-1-12-16 - Contract #: C-8K 79) - City of Tampa, Florida

As a senior transportation/traffic engineer, Mr. Anaya performed a comprehensive analysis of a 3.4-mile one-way street pair in the City of Tampa FL. The analysis involved the creation of a micro-simulation model that was built using the Synchro software and TBRPM output data. Traffic control delay was analyzed under existing and several proposed conditions (alternatives) taking into account factors such as signal timing and signal coordination. Intersection data was exported to HCS for further analysis. The main objective of this analysis was to determine the viability and convenience of converting the one-way street pair to two-way streets.

Clifton Pedestrian Facilities Study - City of Grand Junction - City of Grand Junction, Colorado

Performed a comprehensive inventory and assessment of existing pedestrian facilities throughout the Clifton CDP in western Colorado. Determined new pedestrian facilities required to provide connectivity, improve safety and comply with ADA standards. Used GIS customized applications to store and display data for analysis purposes. Recommended improvements to the existing pedestrian infrastructure and proposed roundabouts to reduce crash rates at certain locations. Provided design details and GIS maps to support analysis and recommendations.

Lexington Travel Demand Model - Lexington-Fayette Urban County

Performed travel demand forecasting for the City of Lexington (KY) using a TRANSCAD based model. Processed and analyzed land-use and demographic data using GIS tools.

US 41 Intersection Improvements from 10th to 14th Street (PD&E Study) - FDOT District 1 (FPN: 428383 1 22 01) - City of Sarasota, Florida

As a senior transportation engineer and Project Manager, Mr. Anaya carried out this project for ESRP Corporation (ESRP was a subcontractor for one of the team firms) and led the design (PD&E Scope) of two 2-lane roundabouts and surrounding bicyclist/pedestrian facilities. This design involved significant complexity due to right-of-way limitations and the required approach configuration to support estimated traffic volumes. Future traffic conditions on US 41 were analyzed. Several design iterations were needed as well as extensive analysis of design-vehicle paths to make sure that the new geometry at both intersections would provide enough space for large-vehicle maneuvers.

Feasibility Analysis for Conversion of One-Way Streets Howard Avenue/Armenia Avenue from Azeele Street to Tampa Bay Boulevard - FDOT District 7 (General Planning Consultant Contract - FPN 25919-1-12-16 - Contract #: C-8K 79) - City of Tampa, Florida

The main goal of this project was to determine the feasibility and convenience of converting a 2.3-mile one-way street pair located in the City of Tampa (Florida) to two two-way streets. As a senior transportation/traffic engineer, Mr. Anaya was responsible for a traffic operations analysis which involved the creation of a Synchro model to simulate existing conditions as well as future traffic conditions for several two-way scenarios. TBRPM output and other traffic data were used in this model taking into account factors such as pedestrian activity, signal coordination, etc.

Nikiforos (Nick) Stamatiadis, PhD, PE

Senior Transportation Engineer/Project Manager



Dr. Stamatiadis serves as Senior Transportation Engineer for ESRP. He has extensive experience in context-sensitive design and multi-modal mobility. Several of his projects have led to the updating and development of policies and guidelines at the state and local level including guidance for road diet applications and left-turn phasing selection. Dr. Stamatiadis has also been extensively involved in highway design and safety as well as pedestrian/bicycle facilities and traffic analysis.

Years of Experience: 29

Education Background

Ph.D. Civil Engineering - Transportation
M.S. Civil Engineering - Transportation
Diploma - Surveying Engineering

Professional Registrations

Professional Engineer (PE) Kentucky 19452
Professional Engineer (PE) Florida 77901

Project Experience

Nikiforos (Nick) Stamatiadis, PhD, PE

NCHRP 15-52 An Expanded Functional Classification System for Highways and Streets - Transportation Research Board (TRB) - Washington, DC

This project redesigned the existing functional classification system and proposed a new context-based roadway classification named Expanded Functional Classification System (Expanded FCS) that will be incorporated in the upcoming edition of the AASHTO Green Book. The main goal of the Expanded FCS is to provide more information to designers which should translate into better decisions during the design process.

Euclid Avenue Road Diet - Kentucky Transportation Cabinet (KYTC) - Lexington-Fayette Urban County

Serving as project manager, Nick carried out this project which included the evaluation and design of the 4 to 3 lane conversion of Euclid Avenue (a major urban arterial in the vicinity of the University of Kentucky campus). Addition of bike lanes and the improvement of corridor mobility and safety were important goals of the project. Special focus was also placed on pedestrian needs.

Modern Roundabout Guide - Kentucky Transportation Cabinet (KYTC) - Frankfort, Kentucky

Dr. Stamatiadis prepared this guide as a short introduction to roundabout design for the Kentucky Transportation Cabinet. The purpose of the guide is to present general concepts, example applications and some of the design considerations of roundabouts as a form of intersection control that can be considered by communities and transportation professionals. The guide provides a brief overview of the roundabout concept followed by the reasons when a roundabout could be considered a viable alternative design option and concludes with a short description and guidance on geometric design of roundabouts.

Improving Intersection Design Practices - Kentucky Transportation Cabinet (KYTC) - Frankfort, Kentucky

This project included the development of a screening tool for intersection design that evaluates 13 different alternative designs ranging from unsignalized to roundabouts to innovative left-turn treatments based on operational performance and potential pedestrian and vehicular safety efficiency. The final product is a spreadsheet that performs the evaluation and recommends designs indicating number and use of lanes by approach.

Transition Zone Design - Kentucky Transportation Cabinet (KYTC) - Frankfort, Kentucky

This project developed a set of design guidelines and established the policy requirements for implementing road diet conversions for the Kentucky Transportation Cabinet (KYTC) which is Kentucky's department of transportation. Nick served as the Project Manager (PM) and Principal Investigator (PI) for the project. His role was to draft the guidelines based on operational and safety considerations and to develop an implementation policy for KYTC.

Practical Design Approach for Kentucky - Kentucky Transportation Cabinet (KYTC) - Frankfort, Kentucky

This project developed the concept of Practical Solutions (i.e., designing projects to address targeted needs aiming to provide appropriate solutions while optimizing statewide project needs) and evaluated appropriate policy implications from this approach. Nick served as the Project Manager for the project and his role was to work with the KYTC leadership to identify the components of the approach and implement it in upcoming projects.

Context Sensitive Solutions: Quantification of Benefits in Transportation - Transportation Research Board (TRB) - Washington, DC

This project developed a process for quantifying benefits from the applications of Context Sensitive Solutions (CSS) and established a systematic approach for data collection and evaluation techniques. The National Cooperative Highway Research Program (NCHRP) funded this project. Nick was the Project Manager/Principal Investigator for this project and he was responsible for the data collection, analysis and development of the policies and tools for establishing the data collection and monitoring process. A one-day workshop was developed as part of this effort aiming to promote the approach nationwide and three DOTs have participated in the training.

Project Experience

Nikiforos (Nick) Stamatiadis, PhD, PE

Safety Issues with Intersection Design and Control - Kentucky Transportation Cabinet (KYTC) - Frankfort, Kentucky

This project updated and augmented the Kentucky guidelines for left-turn phasing considering both operational and safety criteria for determining the use of protected or permitted phasing. Nick was the Co-PM in the study and developed the operational guidelines for the policy. The resulting policy has been adopted by several states in determining the appropriate left-turn phasing at signalized intersections.

Access Management Guidelines - Kentucky Transportation Cabinet (KYTC) - Frankfort, Kentucky

This project developed the first Access Management policy for Kentucky. Nick was the Project Manager of the study and drafted the policy that is currently in place for KYTC which is Kentucky's department of transportation.

Effects of Warning Signs on Operating Speeds - Kentucky Transportation Cabinet (KYTC) - Frankfort, Kentucky

The study involved a systematic evaluation and comparison of traffic control devices for curves utilizing speed data collection and a crash analysis. The findings identified potential new devices for use including transverse pavement lines.

NCHRP 15-27 Safety Impacts of Design Elements Trade-Offs - Transportation Research Board (TRB) - Washington, DC

This project was sponsored by the National Academy of Sciences (NCHRP Report 633) and involved the evaluation of the effects of design choices for multilane rural roads for lane width, shoulder width, and median type and width. The effort included investigation and development of Crash Modification Factors for shoulder and median width for four-lane rural roads.

Kentucky Context Sensitive Solutions Manual - Kentucky Transportation Cabinet (KYTC) - Frankfort, Kentucky

This project developed a Context Sensitive Solutions (CSS) Manual for KYTC summarizing required activities and processes in order to institutionalize the approach in Kentucky. Nick was the Project Manager of the project and developed several sections of the manual that is currently used by KYTC employees.

Context Sensitive Design Workshop - AASHTO and FHWA - Washington, DC

The workshop developed as part of the efforts by FHWA and AASHTO to promote CSD (and later CSS) as a project development process to be implemented throughout the nation. The 2-day workshop focused on environmental, design, safety, public involvement, liability, and highway aesthetics aspects surrounding roadway projects. Nick was responsible for the development and delivery of the design, safety and aesthetics parts of the workshop that was presented in over 30 states and reached over 1,200 professionals.

Safety Implications from Context Sensitive Design - Kentucky Transportation Cabinet (KYTC) - Frankfort, Kentucky

Sponsored by Kentucky Transportation Cabinet, this study consisted of the evaluation of highway design exceptions and the associated safety consequences from their application.

Evaluation of Means to Influence Driver Operating Speeds - Kentucky Transportation Cabinet (KYTC) - Frankfort, Kentucky

This project identified roadside and geometric elements that could be an influence on the operating speed of drivers along a two-lane rural roadway.

Analysis of Inconsistencies between Design Speed, Operating Speed, and Speed Limits - Kentucky Transportation Cabinet (KYTC) - Frankfort, Kentucky

This project developed operating speed prediction models for four-lane rural highways and evaluated the consequences from discrepancies among speed metrics. The findings developed a speed checking procedure for selecting design speed to match intended operating speeds.

NCHRP 15-22 Safety Consequences of Flexibility in Highway Design - Transportation Research Board (TRB) - Washington, DC

This study involved the analysis of 22 documented cases, throughout the US, where safety implications from roadway designs were evaluated for roadways passing through rural communities and required flexibility in various design values. One of the recommendations was the need for proper designs for transition zones from rural to built-up sections.

Evaluation of Traffic Signal Installation - Kentucky Transportation Cabinet (KYTC) - Frankfort, Kentucky

This study involved the systematic evaluation and comparison of before and after data for newly signalized intersections and evaluated the use of warrants for their signalization. The findings identified additional steps to be taken in conjunction with the MUTCD warrants ensuring that signals installed are appropriate for the location.

Guidelines for Safe Routes to Schools - Greek Ministry of Transportation - Greece

This study included a review of international policies on developing safety zones around schools and safe routes to schools and an evaluation of their applicability in Greece. The findings developed Greek-specific guidelines for improving safety in the vicinity of schools and identified designs for achieving them.

International Scan Tour on Highway Geometric Design - AASHTO and FHWA - Washington, DC

The objective of the tour was to review and document procedures and practices in highway geometric design and context sensitive design in several European countries.

William E. Oliver, P.E., PTOE



William (“Bill”) Oliver has invested his career in transportation planning in Florida, working for both the public and private sectors. He has undertaken long-range transportation plan development studies, transportation system improvement studies, developed growth management procedures for transportation issues, and has undertaken dozens of traffic impact analyses (land use plan amendments, DRI’s, concurrency studies) for development projects, including some of the largest and highest profile developments in Florida. Rather than portray himself as “pro-development” or “pro-government”, he seeks to be regarded as “pro-transportation”. He believes that the private and public sector best work in partnership to deliver

effective transportation solutions that benefit the community – the private sector has the ability to implement solutions quickly, and it is the government’s role to create and maintain a “predictable, equitable, and fair” environment where the private sector can thrive.

EDUCATION: MS Civil Engineering , University of Virginia, 1979 BS Civil Engineering , University of Virginia (with High Distinction), 1978 LICENSES: PE: FL PTOE AFFILIATIONS: Institute of Transportation Engineers, Member Tampa Bay Applications Group, Member	YEARS OF EXPERIENCE: 43 PUBLICATIONS: “Measuring Travel Characteristics for Transportation Impact Fees”, ITE Journal, April, 1991 AWARDS: Tampa Bay Regional Planning Council’s Future of the Region” Award for Pasco County Multi-Modal Mobility Fee, 2013.
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Mr. Oliver has worked on impact/mobility fee projects since 1983, and has developed many analytical procedures that support fee structures and contribute to their defensibility. Initial fees were straight-forward, establishing a maximum assessable rate and then usually reducing the fees uniformly through policy decisions. In these fee studies, travel generation characteristics of various land uses were measured in the field and libraries of travel characteristics were built. Mr. Oliver published an article regarding how travel characteristics should be measured for transportation impact fees that has become an industry standard procedure.

Next generation fees began to explore the relationship between growth rates, additional revenue sources as credit mechanisms, and the fee structures. Methods of making fee structures more consistent with long-range transportation plans were advanced, and the advantages of impact fees over proportionate share/concurrency systems started to influence changes to growth

W.E. Oliver, P.E., PTOE (continued)

management policies. During this period, Mr. Oliver participated on the Florida Impact Fee Study Committee that was charged with preparation of advice to the Florida Legislature regarding mobility fees and growth management. This committee report provides advice on potential methods of establishing mobility fee structures. Current fee studies, such as one Mr. Oliver undertook for Pasco County, seek to use impact fees to enhance other growth management policies. Pasco County sought to encourage compact, urban growth and to attract employment-generating land uses to this suburban county adjacent to Hillsborough and Pinellas Counties.

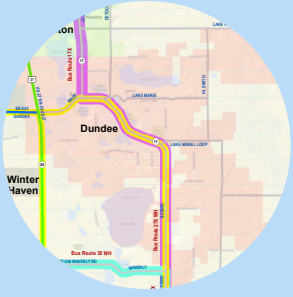
Mr. Oliver guided the development of a transportation revenue program and fee structure that provided for lower fees in urban districts, transitioning to higher fees in the suburban and rural districts, funded (with a property tax increment district) an economic incentive program that waives fees for office, industrial, and hotel land uses, and provides reduced fees for higher-density and use-diverse TOD and TND-type development. The fee system was originally adopted in 2011, and Mr. Oliver recently completed his third update of that fee program in 2022. Even though transportation costs and growth rates increased between 2011 and 2018, the Board of County Commissioners did not want the fee schedule to increase, and adopted additional gasoline taxes to offset the additional costs. The fee program was readopted with increases in November, 2021. Mr. Oliver has undertaken research to support public policy decisions regarding transportation system finance, to help local governments make difficult decisions regarding the quality and character of their future transportation systems and how to finance their development.

PRIOR IMPACT/MOBILITY FEE PROJECTS

- Pasco County Multi-Modal Mobility Fee (2010, 2014, 2019, 2022)
- Seminole County Mobility Fee Study (2021)
- Lake County Transportation Impact/Mobility Fee Study (2017)
- City of Orlando Mobility Fee Update Study (2016)
- Pasco County Transportation Impact Fee Appeals Review (2005-2013)
- Lake County Transportation Impact Fee Appeals Review (2003)
- Pinellas County Transportation Impact Fee Study (1990)
- Collier County Transportation Impact Fee Study (1989)
- City of Tampa Transportation Impact Fee (1983)

OTHER RELATED PROJECTS

- City of North Port – Mobility Plan Study (2020, in progress)
- City of Sarasota – Development Review Services (2019)
- City of Sarasota – Development Review Policy/Mobility Plan Study (2013)
- City of Ft Myers – Toll Revenues Allocation Study (2013)
- Pinellas County MPO Mobility Plan Strategy Study (2012)
- Charlotte County MPO Long-Range Transportation Plan (1996)
- Volusia County MPO Long-Range Transportation Plan (1997)



PROJECT APPROACH

PROJECT APPROACH

The main purposes of this project are to conduct a detailed planning-level traffic analysis of the Town of Dundee roadway network and update the Town's current transportation impact fees.

The detailed analysis mentioned above will look at existing and future traffic conditions on roadway segments and at certain main intersections within the town limits. The results of this analysis will be used to determine required improvements to maintain an adequate quality of service. The estimated cost of these improvements will be a key factor in the calculations needed to update the current transportation impact fees.

The updated fees will reflect the anticipated growth, within town limits, between now and the Year 2045. These fees will be the main component of the Town's transportation-infrastructure funding system.

ESRP and its team members have assisted local governments throughout Southwest Florida with transportation impact-fee studies, mobility plans, mobility-fee studies, mobility-fee schedules, a wide variety of traffic analyses and special transportation studies, implementing ordinances, and administrative cost studies, as well as creation of transportation-policy language for amendments to comprehensive plans, land-use codes and other documents. Our team has the experience necessary to develop legally defensible transportation impact fees that meet the dual rational nexus and rough proportionality tests. We believe that the Town of Dundee will greatly benefit from this effort because the updated transportation impact fees will provide a framework to support future growth in a sustainable manner.

Our approach is composed of the following tasks:

1. Project Management

Task 1.1 - Coordination – ESRP proposes periodic conference calls as well as virtual or in-person coordination meetings at certain key milestones of the project schedule. To make communications more efficient and to avoid confusion, ESRP likes to use the single-point-of-contact approach typically used by FDOT. We will coordinate with the Town to see if this approach is acceptable.

Task 1.2 - Preliminary Submittals – ESRP will provide the Town's project manager with preliminary reports, data, maps and other work products, for review, before these items are shared with other agencies, stakeholders, the general public or other Town departments.

Task 1.3 - Progress Reports - Periodic progress reports will be prepared and submitted to the Town. These reports will

indicate the percentage of work already completed for each of the main project tasks and will outline the next objectives in terms of work to be completed.

2. Preliminary Tasks

Task 2.1 - Scope Clarification – ESRP will coordinate with the Town to schedule a kick-off meeting with an agenda that will provide for clarification of the scope of the detailed traffic analysis and an in-depth discussion of the Town's expectations.

Task 2.2 - Project Schedule – ESRP will prepare a detailed project schedule that will include all the main tasks described under the Project Approach.

Task 2.3 - Public Involvement Plan – Local governments in Florida are required to hold two public workshops if impact-fee increases beyond 50% are needed. Additionally, community outreach and buy in are critical elements in development of a widely accepted and successful transportation-infrastructure funding system. The ESRP team has extensive experience creating and executing innovative and successful public-involvement strategies to support infrastructure funding. Our Team has the experience to develop prototype transportation impact fee schedules and examples to illustrate the different approaches in terms of fee districts, development patterns, benefit districts, etc., to obtain active feedback from the community. As part of this task, ESRP will prepare a Public Involvement Plan (PIP).

Task 2.4 - Data Collection Plan – Early in the process, ESRP will determine the data-collection needs and procedures. A data-needs technical memorandum will be prepared and submitted to the Town. This technical memorandum will include past study reports, plans, traffic count data, electronic files and other relevant information that will be used in the traffic study. The 2017 National Household Travel Survey data (which provides a wealth of information on trip purpose, trip length, vehicle occupancy and person trips) will also be an important source of information for this project. Additionally, local governments are starting to use big data sources to get real-time trip length and origin and destination information. We will evaluate if using this type of data could prove beneficial in this particular case.

3. Preparation

Task 3.1 - Review – This task consists of a review of adopted and proposed plans, guidelines and regulations that can influence transportation within the Town. ESRP will review existing transportation plans, programs, projects and the availability of revenue sources. Our team will also review data related to existing and future traffic conditions such as number of lanes, traffic volumes, classification of facilities, and any level and quality of service analyses that have been prepared by the Town of Dundee, Polk County, or FDOT. This review will help

identify planned facilities and will be used to develop transportation improvements.

Task 3.2 - Existing Conditions – The information reviewed under Task 3.1 as well as tools like the FDOT District One Regional Planning Model (D1RPM) will be used to perform a detailed analysis of existing roadway-infrastructure conditions within Town limits. The results of this analysis will help us identify needs and opportunities in different areas of the Town. This information will allow us to classify these areas according to the potential impact, that transportation solutions could have, which will help in the process of finding opportunities for short-term actions that can produce significant results.



Task 3.3 – Goals and Objectives – Once we have a clear understanding of the existing conditions and opportunities, in terms of transportation infrastructure, our team, in close collaboration with the Town, will determine reasonable goals and objectives that will guide the traffic analysis.

4. Traffic Analysis

Task 4.1 – Existing Conditions – An analysis of the existing operating conditions of the roadway infrastructure within the Town will be conducted. This analysis will be mainly based on capacity. However, safety and operations will also be analyzed at certain key locations. The information reviewed under Task 3.1 will be very important for this part of the analysis.

Task 4.2 – Future Conditions – ESRP will use the D1RPM to forecast future development and future travel demand within the Town. We will coordinate with town staff members to get all available information in connection with future developments that have been recently approved or will be approved in the near future. All this information will be used to modify the D1RPM roadway network(s) and traffic analysis zones (TAZs) as well as the corresponding socioeconomic data. The modified model will be used to forecast future traffic volumes on all the main town arterials and collectors. The future traffic

volumes and the projected roadway network will be used to conduct capacity analyses under future traffic conditions. These analyses will identify key areas where traffic congestion will be expected to be significant and, therefore, will warrant additional analysis. Certain intersections and other specific locations with potential capacity and/or safety issues will be identified and selected for more detailed analyses which will be intended to produce effective solutions for implementation at key town locations.

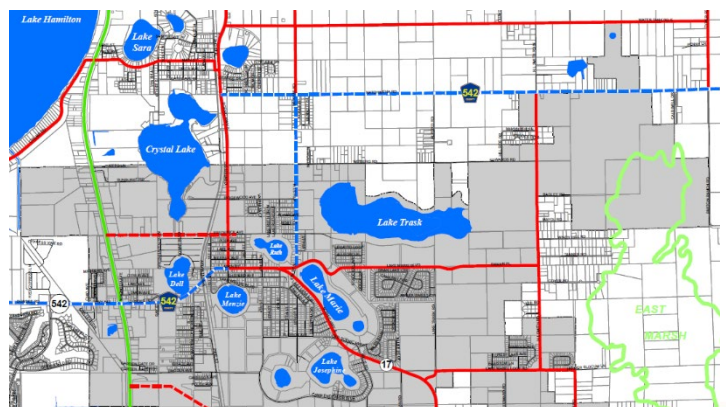
Task 4.3 - Priorities – The results of the traffic analysis described above will include a list of transportation-infrastructure improvements needed to maintain adequate/adopted levels of service within Town limits. ESRP will prioritize these improvements by identifying specific short-term, mid-term, and long-term improvements.

Task 4.4 - Measures – Additional capacity will be the main performance measure used for the analysis. However, safety and operations will also be important factors considered throughout the study.

Task 4.5 - SWOT Analysis – Knowing the goals and objectives of the traffic study, ESRP will identify strengths, weaknesses, opportunities, and threats related to a successful implementation of the proposed improvements. The results of this effort will provide useful information that our team will be able to use to overcome potential challenges. This will also allow us to focus on what has the potential to yield the most significant results.

5. Land Use and Transportation

Task 5.2 - Adopted and Proposed Plans – ESRP will review all the adopted and proposed local, regional and state plans that include the Town of Dundee, portions of the Town of Dundee and/or adjacent areas that can influence transportation patterns within the Town. Part of this effort will be carried out under Task 3.1.



Task 5.3 – Future Land Use Review – ESRP will conduct a thorough review of the Town of Dundee Comprehensive Plan's Future Land Use Element and map(s), the existing zoning designations and the town's actual development patterns. Our team will also discuss with elected officials,

town staff and economic development coordinators which types of land uses they would like to see in the community and what types of land uses they would like to discourage. The review of land uses and discussions held on desired land-use patterns helps in determining assessment areas based on either physical location or type of development.

6. Transportation Impact Fees

Task 6.1 - Existing Processes – As part of this task, ESRP will prepare an internal document describing the Town of Dundee's current approach to developer traffic review and mitigation based on the Town's Comprehensive Plan and Land Development Code. This document will be discussed with Town staff and modified if necessary.

Task 6.2 - Matrix of Options – ESRP will compare the Town of Dundee's current approach to developer traffic review and mitigation with the approach used by other selected cities and counties in Florida. A comparison matrix will be prepared and a workshop with Town Staff will be conducted to discuss this information and select a preferred methodology for development traffic review and mitigation.

Task 6.3 - Legacy Issues – The decision to change the methodology for developer traffic review and mitigation can create issues with previously approved developments. ESRP will discuss these potential issues with Town Staff and will try to find potential solutions which will be documented.

Task 6.4 - Transportation Impact Fee Viability – ESRP will assess the viability of an updated transportation impact fee schedule as the main component of a system to adequately fund the Town's transportation-infrastructure needs. This analysis will take into account the desired quality of service as well as the possibility of implementing a funding program that will vary by geographic sub-area of the Town. The potential need to include other revenue sources will also be analyzed.

Task 6.5 - Draft CP and LUC Amendments – ESRP will provide draft amendments to the Town's Comprehensive Plan and Land Development Code that should be consistent with the selected methodology for development traffic review and mitigation mentioned above.

Task 6.6 - Technical Appendix – A technical document including the results and relevant information produced under Tasks 6.1, 6.2, 6.3 and 6.4 (Existing Processes, Matrix of Options, Legacy Issues, and Transportation impact fee Viability) will be prepared and submitted to the Town for review.

7. Transportation Impact Fee Schedule

Task 7.1 – Transportation Impact Fee Development – Based on the results and relevant information from the preceding tasks, ESRP will develop an impact-fee schedule suitable for the Town of Dundee and consistent with the proposed

traffic study. Our team can pull from its prior experience to develop a transportation impact fee methodology that works best for the community. The ESRP Team has developed transportation impact fees and mobility fees for a number of Florida jurisdictions and has the experience and expertise necessary to develop legally defensible transportation impact fees that meet the dual rational nexus test as well as the rough proportionality test. It is also important to mention that land uses and assessment areas considered in a transportation impact fee can have a significant impact on the actual fees assessed on development and the required day to day administration of the transportation-impact-fee funding system.

Task 7.2 - Technical Memorandum – The transportation impact fee methodology, calculations and results will be documented in a technical report. This technical report will also include the sources of relevant data used to develop the updated transportation impact fees as well as easy to understand tables with summaries of such data.

Task 7.3 – Implementing Ordinance Revisions – ESRP will conduct a thorough review of the existing Town of Dundee "Road Impact Fee Ordinance" (Ordinance 05-101) and will recommend, and assist with, potential revisions which will be ultimately approved and carried out by the Town's legal department.

Task 7.4 - Administration Fee Study – Florida Statute 163.31801, also known as the "Impact Fee Act" requires that any administrative charge for impact fees be based on the actual cost to update and administer the impact fee. It is a wise decision to prepare a study to justify the administrative cost and place the County in a more defensible position should a legal challenge arise. There may be several Town departments involved in the administration of a transportation impact fee and properly accounting for the real cost associated with their involvement provides a strong rational nexus for an administrative surcharge or fee based on the type of request. Our team has the experience and hands on knowledge to develop an administrative fee study that reflects real world cost and is legally defensible.

8. Meetings

Task 8.1 – Meetings with Town Staff – During the life of the project, several meetings with Town staff members will be needed to discuss relevant topics, make important decisions, present results, etc. A Kick-off Meeting, a SWOT Analysis meeting, a Matrix of Options workshop, and a Transportation impact fee Schedule presentation are anticipated.

Task 8.2 – Public Meetings – At least one Town Commission and Stakeholders meeting, two public workshops, a Final Transportation Impact-Fee Schedule presentation and two adoption hearings are expected.



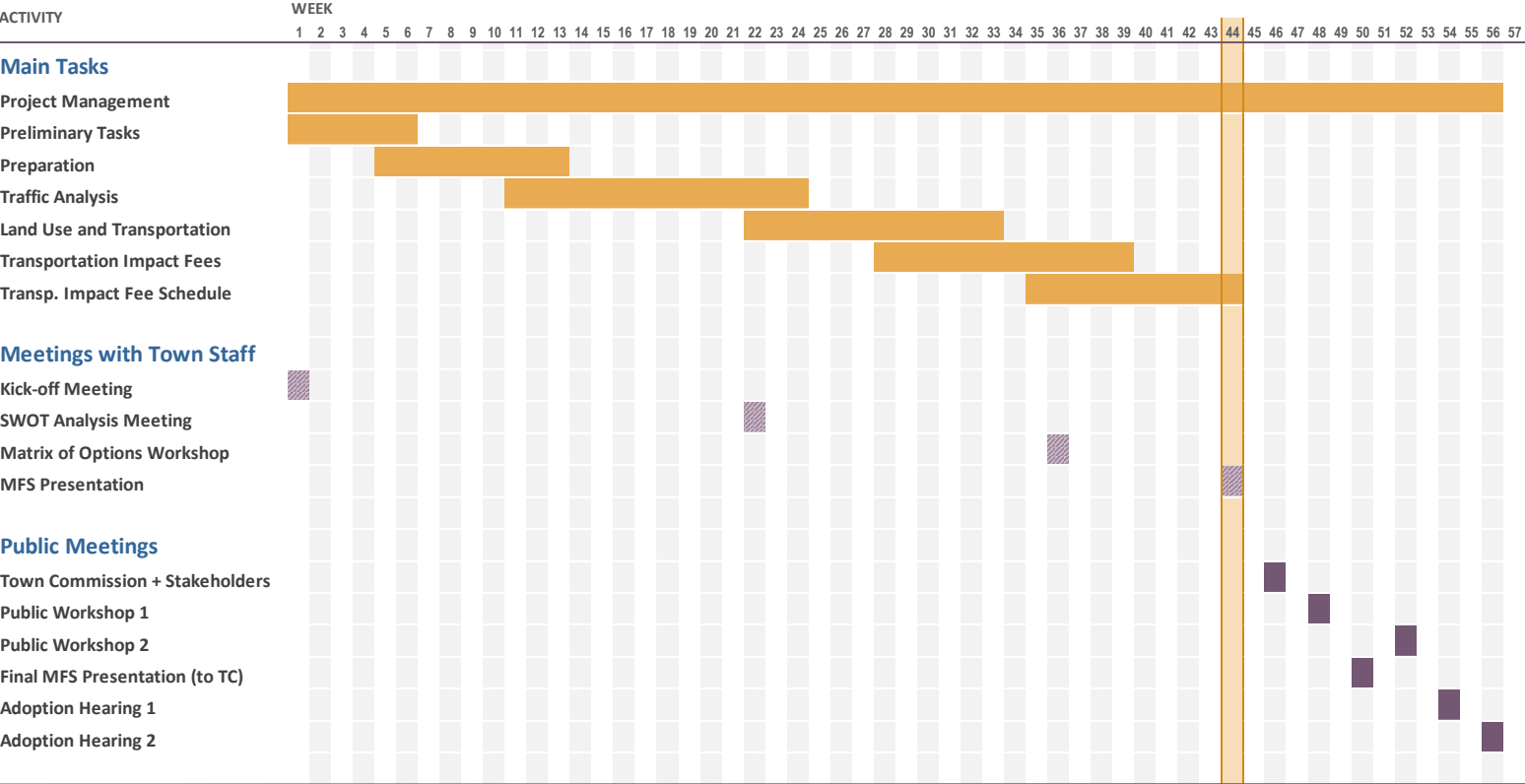
SCHEDULE & COST ESTIMATE

Town of Dundee

Transportation Impact Fee Study & Fee Schedule Update



Proposed Schedule



Town of Dundee

Transportation Impact Fee Study & Fee Schedule Update

Preliminary Cost Estimate

Project Tasks	Estimated Amount*
Main Tasks	\$170,979
Project Management	\$24,915
Preliminary Tasks	\$9,750
Preparation	\$11,480
Traffic Analysis	\$56,338
Land Use and Transportation	\$13,717
Transportation Impact Fees	\$23,980
Transp. Impact Fee Schedule	\$30,800
Meetings with Town Staff	\$4,815
Public Meetings	\$8,160
	\$183,954

*Estimated amounts include travel time and expenses.



INSURANCE

INSURANCE

ESRP CORPORATION currently has insurance coverage that includes:

- COMMERCIAL GENERAL LIABILITY
- AUTOMOBILE LIABILITY
- WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
- PROFESSIONAL LIABILITY

The limits of these policies are shown in the CERTIFICATE OF LIABILITY INSURANCE provided on the next page.

ESRP CORPORATION has not been involved in litigation of any kind since its incorporation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Iron Ridge Insurance 17595 S Tamiami Trail #107 Fort Myers FL 33908	CONTACT NAME: Karen Brinkley PHONE (A/C, No, Ext): (800) 775-8526 FAX (A/C, No): (239) 288-7544 E-MAIL ADDRESS: kbrinkley@ironridgeinsurance.com																					
INSURED ESRP Corporation 10213 Wilsky Blvd Suite 107 Tampa FL 33625	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Sentinel Insurance Company</td><td>11000</td></tr><tr><td>INSURER B:</td><td>Hartford Underwriters Ins Co</td><td>30104</td></tr><tr><td>INSURER C:</td><td>Liberty Insurance Underwriters, Inc</td><td>19917</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sentinel Insurance Company	11000	INSURER B:	Hartford Underwriters Ins Co	30104	INSURER C:	Liberty Insurance Underwriters, Inc	19917	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL21102507083**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		21 SBM RS7764	10/25/2021	10/25/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		21 SBM RS7764	10/25/2021	10/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	21 WEC AB8B5M	07/18/2021	07/18/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			AEXNYABJ11F003	10/25/2021	10/25/2022	Per Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**MASTER CONTINUING PROFESSIONAL CONSULTING
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN THE TOWN OF DUNDEE, FLORIDA
AND RAFTELIS FINANCIAL CONSULTANTS, INC.**

This **MASTER CONTINUING PROFESSIONAL CONSULTING CONTRACT FOR PROFESSIONAL SERVICES** (hereafter the "Contract") is made as of the 10th day of December, 2019 (hereafter the "Effective Date"), by and between the Town of Dundee, a Florida municipal corporation (hereafter the "TOWN"), and RAFTELIS FINANCIAL CONSULTANTS, INC., a North Carolina corporation, authorized to do business in the State of Florida (hereafter "RFC" and/or "CONSULTANT"), whose address is 227 West Trade Street, Suite 1400, Charlotte, NC 28202.

WHEREAS, on November 12, 2019, the Town Commission of the Town of Dundee enacted Resolution No. 19-21 making certain legislative findings and directing the Town Manager to engage in "Competitive Negotiation" pursuant to Section 287.055 of the Florida Statutes with CONSULTANT in order to enter into a "continuing contract" for the provision of professional consulting services as more specifically identified in Resolution No. 19-21 to and/or for the TOWN; and

WHEREAS, CONSULTANT acknowledges and represents that the TOWN selected CONSULTANT in accordance with applicable law, ordinances, rules and regulations which included, but was not limited to, Section 287.055 of the Florida Statutes also known as the "Consultants' Competitive Negotiation Act" and/or "CCNA;" and

WHEREAS, the TOWN recognizes recent competitive request for qualifications conducted by the City of Winter Haven related to water and sewer rates and other professional services (City of Winter Haven RFQ-15-08);

WHEREAS, the TOWN requires professional consulting services in furtherance of ongoing and continuous projects which include, but are not limited to, a rate analysis study(s) for water and sewer impact fees and other municipal impact fees adopted by the Town; and

WHEREAS, the TOWN desires to engage CONSULTANT to assist with rate analysis study(s) for water and sewer impact fees, other municipal impact fees adopted by the Town; and other professional rate consulting services; and

WHEREAS, CONSULTANT has substantial skill and experience in water, wastewater, and stormwater finance, management, and pricing;

WHEREAS, the TOWN desires to hire RFC and enter into this Contract; and

WHEREAS, RFC desires to provide services to the TOWN; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and subject to availability of funding, the TOWN agrees to retain the CONSULTANT and CONSULTANT agrees to perform the agreed upon consulting work, both for a continuing and special project basis, as described herein, and upon the following terms and conditions:

ARTICLE 1 – INCORPORATION OF RECITALS; DEFINITIONS

The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Contract between the TOWN and CONSULTANT.

Words used in this Contract and/or any TASK ORDER(S) (as defined in Article 2) issued hereunder shall possess their everyday and ordinary meaning, provided however, that where a term is defined by this Contract and/or any TASK ORDER(S) or one (1) of the following listed terms is used in this Contract and/or any TASK ORDER(S), such term(s) shall possess the corresponding meaning. The following listed terms shall mean, as follows:

- (a) “*Day(s)*” means calendar day unless specifically stated otherwise.
- (b) “*Calendar Days*” means any and all days in a 365-day calendar year.
- (c) “*Business Days*” means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.
- (d) “*TOWN*” means the Town of Dundee, Florida, a Florida municipal corporation, vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the TOWN is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.
- (e) “*TOWN Representative*” means the Town Manager, or her designated appointee, who is authorized to act on behalf of the TOWN in the administration of this Contract. The TOWN Representative does not have the authority to waive or modify any condition or term of this Contract and/or any TASK ORDER(S) issued hereunder.
- (f) “*CONSULTANT*” means RAFTELIS FINANCIAL CONSULTANTS, INC., a North Carolina corporation, authorized to do business in the State of Florida, and any agents, employees and/or persons authorized, in writing by the CONSULTANT, to act on its behalf in the administration of this Contract and/or any TASK ORDER(S) issued hereunder.
- (g) “*Services*” means the provision or performance of the continuing contractual services by the CONSULTANT, as specifically set forth in Article 3 of this Contract and/or as specifically set forth in any TASK ORDER(S) issued hereunder.

- (h) "*Term*" means the duration of this Contract, as specifically set forth in Article 2 of this Contract, which shall commence on the Effective Date and expire and/or terminate in accordance with the terms set forth in this Contract.

ARTICLE 2 – DESCRIPTION OF PROJECT; TERM OF CONTRACT

The TOWN has a need for Services on and/or for a continuing services basis and special project basis. The TOWN recognized its need for Services.

The relationship of the CONSULTANT to the TOWN for the performance of the Services shall be that of an independent contractor; and the relationship of the CONSULTANT to the TOWN shall be governed by the terms of this Contract and/or any TASK ORDER(S) issued pursuant to the terms of this Contract.

The intent of this Contract is to provide a general basis for performing the Services. Any service, project, job and/or task(s) shall be performed in strict compliance with the terms, conditions and covenants prescribed by this Contract and/or any TASK ORDER(S) issued hereunder; and, prior to the commencement of the Services by the CONSULTANT, the TOWN and CONSULTANT shall mutually agree in writing as to the starting date, scope of service(s), scope of performance and/or work, deliverables, time for completion, and any other term(s) and/or condition(s), which are not set forth in this Contract, as related to the Services, a specific service, project, job and/or other task(s) (hereafter the "TASK ORDER").

This Contract shall continue in full force and effect for a term of three (3) years beginning on the Effective Date or until terminated in accordance with the terms of this Contract. The Contract may be extended for additional one (1) year terms upon the mutual written consent of the parties. The above time periods may also be extended, at the discretion of the Town Manager, in order to complete any TASK ORDER(S) already in progress.

ARTICLE 3 – GENERAL SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Financial/Management Services, and to perform and complete the work specifically set forth in each TASK ORDER to this Contract. The work shall be performed on an as needed basis per project and by TASK ORDER to this Contract. The Services of the CONSULTANT shall be under the general direction of a TOWN representative to be identified in each TASK ORDER, who shall act as the TOWN's representative during the performance of this Contract.

Pursuant to the terms of this Contract, the TOWN may, in its sole and absolute discretion, authorize the CONSULTANT in writing to provide continuing contractual services or project services by means of a TASK ORDER. A TASK ORDER shall, by mutual Contract of the parties, prescribe terms and conditions, as follows: (1) scope of services; (2) time for performance of the Services; (3) method and amount of compensation; (4) deliverables (items to be provided to the TOWN

resulting from performance of the Services); and (5) the service(s), information, and data which the TOWN can provide to the CONSULTANT.

The TOWN does not guarantee, warrantee, or represent that any number or any particular type of service(s) will be assigned to the CONSULTANT and/or any TASK ORDER(S) issued. The purpose of this Contract is not to authorize a specific TASK ORDER, but instead the purpose is to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any TASK ORDER(S) that may be mutually agreed to by the parties. As such, the TOWN shall have the sole and absolute discretion to select the service(s), if any, which may be assigned to the CONSULTANT.

ARTICLE 4 – PROJECT SCHEDULE; SERVICES; SPECIAL PROJECTS

The TOWN and CONSULTANT shall approve each PROJECT SCHEDULE, which will become a part of each TASK ORDER.

The CONSULTANT shall provide services in addition to the service(s) described in the TASK ORDER(S) only upon the written request of the TOWN. The CONSULTANT shall be compensated for all authorized additional services only on the basis agreed upon in writing at the time such additional services are authorized.

The TOWN may, from time to time, require specified professional consulting services on special projects which are funded, in whole or in part, by various State or Federal agencies as well as TOWN bond issues. The TOWN therefore reserves the right to either authorize the CONSULTANT to proceed with such a special project without further competitive negotiation(s), or the TOWN may, at its sole discretion, reinstate competitive negotiation(s) under the Consultants' Competitive Negotiations Act in order to select a professional consultant for that individual special project. Any additional requirements imposed and/or prescribed by such State or Federal agencies, when performing the Services for special projects under this Contract and/or any TASK ORDER(S) issued hereunder, shall also be acknowledged and satisfied.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- A. The TOWN shall pay to the CONSULTANT for services satisfactorily performed, as follows: The CONSULTANT will bill the TOWN on a monthly basis, or as otherwise provided, and at the amounts set forth in each TASK ORDER for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the completion of services outlined in the Scope of Work contained in various TASK ORDER(S). Invoices must reference this Contract and TASK ORDER against which the CONSULTANT is billing.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating TOWN department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for Payment. The TOWN shall pay Consultant in accordance with the Florida Prompt Payment Act.

- C. FINAL INVOICE per TASK ORDER: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the Consultant's final/last billing to the TOWN. This indicates that all services have been performed and all charges and costs have been invoiced to TOWN and there is no further work to be performed on the specific TASK ORDER.
- D. Contract TASK ORDER. Value of this contract is based on contract TASK ORDER(S). Each TASK ORDER shall have its own specific value on a "stand-alone" basis.
- E. The TOWN and CONSULTANT agree that compensation for each TASK ORDER is based upon the scope of work at CONSULTANT's current hourly rate schedule included in Attachment A. The hourly rates established at the commencement date of this Contract may be adjusted annually beginning with the next TASK ORDER issued after the anniversary date of the Contract. The reference index used to determine the amount of increase (decrease) will be the Bureau of Labor Statistics unadjusted Consumer Price Index for all items for All Urban Consumers (CPI-U), U. S. TOWN Average, published immediately prior to the contract anniversary date.

The CONSULTANT WARRANTS that he or she has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 6 – AUDIT RIGHTS

The TOWN reserves the right to audit the records of the CONSULTANT related to compensation issues associated with an authorized TASK ORDER at any reasonable time during the execution of the TASK ORDER and for a period of three (3) years after final payment is made to the CONSULTANT. Failure of the CONSULTANT to maintain sufficient auditable records will authorize the TOWN to determine, in its sole and absolute discretion, the time and cost expended from information maintained by the CONSULTANT relevant to the Services performed under this Contract and/or any TASK ORDER(S). The staff of CONSULTANT will be compensated on an hourly rate basis for assisting the TOWN in its audit process, and the TOWN shall pay the reasonable cost of reproducing such records. For purposes of this Article, reasonable time shall mean any Business Day between the hours of 9:00 am – 5:00 pm.

ARTICLE 7 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the TOWN determine that the rates and costs were increased due to inaccurate, incomplete or non-current

wage rate, or due to inaccurate representations of fees paid to outside consultants. The TOWN may exercise its rights under this Article within one (1) year following final payment.

ARTICLE 8 – TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 Business Days prior written notice to the TOWN in the event of substantial failure by the TOWN to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the TOWN, with or without cause, immediately upon written notice to the CONSULTANT.

Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the TOWN's satisfaction through the date of termination. After receipt of a written notice of termination by either the TOWN or CONSULTANT, except as otherwise directed by the TOWN, the CONSULTANT shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the TOWN, excluding confidential information, trade secrets or intellectual property.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9 – PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the TOWN.

All of the Services required hereunder shall be performed by the CONSULTANT, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel, must be made known to the TOWN Representative and written approval granted by the TOWN before said change or substitution can become effective.

The CONSULTANT warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 10 – SUBCONTRACTING; ASSIGNMENT

The TOWN reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a

determination as to the capability of the subcontractor to perform properly the work described in this Contract.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the TOWN.

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

ARTICLE 11 – RELIANCE ON DATA

In performance of the Services, it is understood that the TOWN may supply CONSULTANT with certain information and/or data, and that CONSULTANT will rely on such information. It is agreed that the accuracy of such information is not within CONSULTANT's control and CONSULTANT shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of CONSULTANT's scope of services.

ARTICLE 12 – OPINIONS AND ESTIMATES

CONSULTANT's opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events shall be made on the basis of available information and CONSULTANT's expertise and qualifications as a professional. CONSULTANT does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the TOWN estimates and/or forecasts or from actual outcomes. CONSULTANT identifies costs, allocates costs to customer classes and provides rate models. CONSULTANT does not establish rates, which is the legislative responsibility of the TOWN.

ARTICLE 13 – FEDERAL AND STATE TAX

The TOWN is exempt from payment of Florida State Sales and Use Taxes. The TOWN will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the TOWN, nor is the CONSULTANT authorized to use the TOWN Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own FICA and Social Security benefits with respect to this Contract.

ARTICLE 14 – AVAILABILITY OF FUNDS

Notwithstanding anything in the Contract to the contrary, the TOWN obligation to furnish payment to CONSULTANT is expressly subject to appropriation of sufficient public funds by the Town Commission of the Town of Dundee. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to CONSULTANT of any

kind or type, TOWN or CONSULTANT may immediately terminate the Contract and be released from any future responsibility or liability thereunder.

ARTICLE 15 – INSURANCE

- A. The CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the TOWN.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance (hereafter the "Certificates") to the TOWN prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TOWN. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- C. The CONSULTANT shall maintain during the term of this Contract, Standard Professional Liability Insurance in the amount of \$1,000,000 per occurrence.
- D. The CONSULTANT shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations and/or work performed under this Contract, whether such operations and/or work performed be by the CONSULTANT, or by anyone directly employed by, or contracting with the CONSULTANT.
- E. The CONSULTANT shall maintain during the life of this Contract Comprehensive Automobile Liability Insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT, or by anyone directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT shall maintain during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.
- G. All insurance other than Professional Liability and Workman's Compensation, to be maintained by the CONSULTANT shall specifically include the TOWN as an "Additional Insured".

The CONSULTANT shall, upon thirty (30) days written request from the TOWN, deliver copies to the TOWN of any or all insurance policies that are required in this Contract and/or any TASK

ORDER entered into pursuant to the terms of this Contract. Provided that CONSULTANT shall be entitled to redact all confidential information on copies of all such policies of insurance that are delivered to the TOWN. It being the intent of the parties that the TOWN shall have copies of all policies in order to determine appropriate and relevant coverage, limits, deductibles, insurance exclusions and other information related thereto.

This Article is subject to amendment and/or modification by an authorized TASK ORDER, and the TOWN reserves the right for any particular TASK ORDER to amend and/or modify the requirements set forth in this Article. As such, the provision(s) of this Article shall not be superior to any conflicting provision(s) set forth in a subsequent TASK ORDER entered into pursuant to the terms of this Contract.

ARTICLE 16 – INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the TOWN, and its elected and appointed officials and officers, employees and agents, from liabilities, damages, losses, and cost, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Contract..

To the extent this Contract calls for the TOWN to indemnify CONSULTANT, the TOWN does not intend to waive any sovereign immunity. Further regardless of whether any such obligations which are the subject of any indemnification by the TOWN under this Contract are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the TOWN and any indemnification provision shall be limited in the same manner that would have applied if such obligations were based in, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, of the Florida Statutes, as amended from time to time, as between the TOWN and CONSULTANT. This provision shall survive the termination of this Contract.

ARTICLE 17 – NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein is intended to act as a waiver of the TOWN sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Contract.

ARTICLE 18 – SUCCESSORS AND ASSIGNS

The TOWN and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the TOWN nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN,

which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the CONSULTANT.

ARTICLE 19 – NO BENEFIT FOR THIRD PARTIES

The Services to be performed by CONSULTANT are intended solely for the benefit of TOWN, and no benefit is conferred on, nor contractual relationship established with any person or entity not a party to this Contract.

ARTICLE 20 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 21 – CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the TOWN in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONSULTANT judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the TOWN, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONSULTANT.

The TOWN agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the TOWN shall so state in the notification and the CONSULTANT shall, at its option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the TOWN by the CONSULTANT under the terms of this Contract.

ARTICLE 22 – EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONSULTANT's control and without its

fault or negligence. Such cases may include, but are not limited to: acts of God; the TOWN's omissive and commissive failures; natural or public health emergencies; freight embargoes; and inclement weather conditions.

If delay is caused by the failure of the CONSULTANT or its subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONSULTANT and its subcontractor(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT's request, the TOWN shall consider the facts and extent of any delay in performing the work and, if the CONSULTANT's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the TOWN's right to change, terminate, or stop any or all of the Services at any time.

ARTICLE 23 – ARREARS

The CONSULTANT shall not pledge the TOWN credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 24 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the TOWN for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the TOWN under this Contract.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the TOWN, or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the prior written consent of the TOWN, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract, or at the expense of the TOWN, shall be and remain TOWN property and may be reproduced and reused at the discretion of the TOWN.

The TOWN and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, Contracts, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 25 – PUBLIC RECORDS

TOWN and CONSULTANT agree that CONSULTANT shall comply with Florida's public records laws to specifically include the following:

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BRIAN LUETH, TOWN CLERK, AT 863-438-8330 ext. 238, blueth@townofdundee.com, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.

If the CONSULTANT does not comply with a public records request, TOWN shall enforce the Contract and/or any provisions which may include immediate termination of the Contract.

Public Records. The CONSULTANT agrees to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 Contract term and following completion of the Contract if the CONSULTANT does not transfer the records to the public agency.
4. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

ARTICLE 26 – INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control.

The CONSULTANT shall exercise control over the means and manner in which it and its employees and others under its supervision and control perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees and others under the CONSULTANT's supervision and control to the TOWN shall be that of an Independent Contractor and not as employees or agents of the TOWN. The CONSULTANT does not have the power or authority to bind the TOWN in any promise, Contract or representation other than specifically provided for in this Contract.

ARTICLE 27 – CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 28 – RECORDS AND ACCESS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The TOWN shall have access to such books, records, and documents upon five (5) days written notice.

ARTICLE 29 – NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 30 – ENTIRETY OF CONTRACTUAL CONTRACT

The TOWN and the CONSULTANT agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. Subject to the termination provisions of this Contract, this Contract shall be in effect for three (3) years from the day of acceptance by the TOWN, and may be extended for an additional three (3) years upon the mutual written consent of the parties. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 31 – ENFORCEMENT COSTS

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

ARTICLE 32 – AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all license(s) and approvals required to conduct its business, and that it will at all times, conduct its business activities in a reputable manner.

ARTICLE 33 – SEVERABILITY

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

ARTICLE 34 – AMENDMENTS AND MODIFICATIONS

No TASK ORDER(S) and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties. All Amendments and modifications shall be in the form of a TASK ORDER.

The TOWN reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the TOWN's notification of a contemplated change, the CONSULTANT shall: (1) if requested by the TOWN, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the TOWN of any estimated change in the completion date; and (3) advise the TOWN in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the TOWN so instructs in writing, the CONSULTANT shall suspend work on that portion of the work affected by a contemplated change, pending the TOWN's decision to proceed with the change.

If the TOWN elects to make the change, the TOWN shall issue a TASK ORDER for changes to a task in progress if the original contract is changed or amended and the CONSULTANT shall not commence work on any such change until such written TASK ORDER has been issued and signed by each of the parties.

ARTICLE 35 – ENUMERATION OF CONTRACT DOCUMENTS

The contract documents, except for modifications issued after execution of this Contract, will be enumerated in each Task Order.

ARTICLE 36 – FLORIDA LAW AND VENUE

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

ARTICLE 37 – ARBITRATION

The TOWN shall not be obligated to arbitrate or permit any arbitration binding on the TOWN under any of the contract documents or in connection with the project in any manner whatsoever.

ARTICLE 38 – NOTICE

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

If for the TOWN:

Town of Dundee
Attn: Deena Ware, Town Manager
202 East Main Street
Dundee, FL 33838

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

Frederick J. Murphy, Jr., Esquire
Town Attorney
Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, Florida 33831-0030
Telephone (863) 533-7117
Fax: (863) 533-7412

If for CONSULTANT:

Tony Hairston
Vice President
Raftelis Financial Consultants, Inc.
341 N. Maitland Ave
Suite 300
Maitland, FL 32751

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

ARTICLE 39 – MANDATORY PRE-SUIT MEDIATION

Disputes between the TOWN and CONSULTANT arising under this Agreement shall first be mediated by a Florida Supreme Court-Certified Civil Mediator (hereafter the “Mediator”) in accordance with Chapter 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) days of the date on which mediation is requested in writing by either party. The Mediator shall be agreed upon but, if the parties are unwilling or unable to agree upon and/or select the Mediator, the parties agree that a Mediator from Central Florida Mediation Group, LLC, shall be selected by striking names from the list of mediators at Central Florida Mediation Group, LLC. The parties agree to mediate in good faith, be bound by the Mediator's agreement (if any), pay Mediator fees promptly and share them on an equal basis, unless otherwise agreed upon by the parties. Litigation shall not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation.

ARTICLE 40 – COMPLIANCE WITH NEW REGULATION

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

ARTICLE 41 – SUBORDINATION OF TASK ORDERS

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

ARTICLE 42 – PUBLIC ENTITY CRIME

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

ARTICLE 43 – MISCELLANEOUS PROVISIONS

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

(b) **Calculation of Time.** The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Contract). Unless otherwise specified in this Contract, the calculation of the number of days that have passed during any time period prescribed in or by this Contract shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Contract shall commence on the day immediately following the Effective Date. For purposes of this Contract, unless otherwise specified herein, the tolling of any such time period(s) shall be in "calendar days" which means any and all days in a 365-day calendar year; and "business days" shall mean each calendar day which is not a Saturday, Sunday or a recognized holiday by the TOWN. In the event any time period or deadline identified in this Contract expires and/or falls on a Saturday, Sunday or recognized holiday by the TOWN,

said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available business day which the TOWN is open for business to the public.

(c) **Timeliness.** The TOWN and CONSULTANT acknowledge and understand that time is of the essence in this Contract, and that the Services shall be performed in as expeditious a manner as may be in accord with this Contract and/or the nature of each TASK ORDER issued hereunder.

(d) **Headings.** The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract, or affect its meaning, construction or effect.

(e) **Exhibits.** All exhibits annexed hereto are incorporated by reference and made a part of the Contract.

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

(g) **Representations and Warranties.** Each party signing this Contract on behalf of TOWN and CONSULTANT represents and warrants that he or she has read, understands and acknowledges any and all of the conditions and requirements as set forth herein.

(h) **Construction.** The TOWN and CONSULTANT acknowledge that the Contract has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Contract shall be interpreted in accordance with the terms contained herein.

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

(j) **Counterparts.** This Contract may be entered into and executed in counterparts.

(k) **Non-Exclusive Contract.** This Contract is non-exclusive, and may be terminated at the TOWN's convenience with the proper notice having been given to the CONSULTANT pursuant to Article 8 of this Contract. It is understood and acknowledged that the rights granted herein to the CONSULTANT are non-exclusive, and the TOWN shall have the right, at any time, to enter into similar agreements with other CONSULTANTS, sub-consultants, and so forth, to have them perform such professional services as the TOWN may desire.

ARTICLE 44 – DUTY TO COOPERATE AND ACT IN GOOD FAITH

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

IN WITNESS WHEREOF, the Parties have executed this Contract by their duly authorized representatives.

**RAFTELIS FINANCIAL
CONSULTANTS, INC.**

Tony Hairston
Signature

Tony Hairston
Print

Vice President
Title

12-10-2019
Date

Joe Wilkin
Witness

TOWN OF DUNDEE, FLORIDA

Samuel Pennant
Signature

Samuel Pennant
Print

Mayor
Title

12-10-2019
Date

M A L
Witness

ATTACHMENT A

2019 TOWN OF DUNDEE HOURLY BILLING RATES

<u>Position</u>	<u>Hourly Billing Rate *</u>
Chief Executive Officer	\$380
Executive Vice President	\$330
Vice President	\$300
Senior Manager	\$270
Manager	\$245
Principal Consultant	\$230
Senior Consultant	\$210
Consultant	\$185
Associate	\$155
Analyst	\$115
Administration	\$80
Technology/Communications Charge*	\$10

Reimbursable Expenses at Cost

* Not applicable to preparation for and participation in deposition and direct litigation services.

DUNDEE TOWN COMMISSION MEETING

MAY 24, 2022

AGENDA ITEM 05: RESOLUTION 22-18, FDOT AGREEMENTS EXECUTED BY THE TOWN MANAGER

SUBJECT:

The Town Commission will consider approval of Resolution 22-18, authorizing the Town Manager to execute agreements and amendments with FDOT on behalf of the Town of Dundee.

STAFF ANALYSIS:

On July 26, 2016 the Town Commission approved an amendment to the FDOT Traffic Signal Maintenance and Compensation Agreement Amendment.

FDOT has requested that we document through a Resolution that the current Town Manager has the authority to execute amendments to the agreement.

STAFF RECOMMENDATION **APPROVAL**

ATTACHMENTS:

- Resolution 22-18
- FDOT Traffic Signal Maintenance and Compensation Agreement Amendment 2016

RESOLUTION 22-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA AUTHORIZING AND RATIFYING THE EXECUTION BY THE TOWN MANAGER OF THE TOWN OF DUNDEE, FLORIDA, OF AN AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT DATED AUGUST 24, 2016 WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND FURTHER RATIFYING ANY AND ALL RELATED DOCUMENTS AND ACTIONS NECESSARY TO FACILITATE TRAFFIC SIGNAL MAINTENANCE WITHIN THE TOWN LIMITS OF THE TOWN OF DUNDEE, FLORIDA UNDER THE SAID AGREEMENT WHICH WAS APPROVED BY THE TOWN COMMISSION AT A DULY NOTICED AND HELD MEETING ON JULY 26, 2016; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State of Florida Department of Transportation, hereinafter referred to as the "FDOT," proposes to compensate the Town of Dundee, Florida for maintenance of the traffic signals on the State Highway System that are located within the municipal boundaries of the Town of Dundee, Florida hereinafter referred to as the "Project;" and,

WHEREAS, in order to proceed with the Project, the Town Manager for the Town of Dundee, Florida executed An Amendment to The Traffic Signal Maintenance and Compensation Agreement dated August 24, 2016 that was approved and authorized by the Town Commission at a duly noticed and held meeting of the Town Commission on July 26, 2016; and

WHEREAS, the aforementioned Agreement is also referred to as Contract No. ARX92, and has the Financial Project ID of 413647-1-88-01, hereinafter referred to as the "Agreement"; and

WHEREAS, the Town Commission desires to confirm and ratify the Town Manager's authority to execute the above referenced Agreement between the Town of Dundee and the FDOT; and,

WHEREAS, the Town finds it to be in the best interest of the Town that the Town Manager have authority to execute documents necessary to facilitate and expedite the Project.

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

1. The above recitals are incorporated herein and form a factual basis for the passage of this Resolution.

2. The Town of Dundee Town Commission hereby expressly authorizes, ratifies and confirms the Town Manager's authority on behalf of the Town to execute and enter into the said Agreement and any subsequent amendments and other documents specifically related to said Agreement.

3. Any Resolution in conflict herewith is hereby repealed but only to the extent of the conflict and as required in order to give this Resolution full force and effect. In the event any provision of this Resolution shall, for any reason, be determined to be invalid, illegal, or unenforceable, such provision shall be considered severed and, to the greatest extent practicable, the remaining provisions shall remain in full force and effect.

4. This Resolution shall take effect immediately upon passage *nunc pro tunc* to July 26, 2016.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST WITH SEAL:

Jenn Garcia, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney



Florida Department of Transportation

RICK SCOTT
GOVERNOR

801 North Broadway Ave.
Bartow, Florida 33830

JIM BOXOLD
SECRETARY

August 24, 2016

Certified Mail Number: 91 7199 9991 7032 4507 4064

Mr. Ryan Taylor
Town Manager
Town of Dundee
P.O. Box 1000
Dundee, FL 33838

RE: Traffic Signal Maintenance and Compensation Agreement Amendment

Dear Mr. Taylor:

I have enclosed a copy of the executed Amendment of your current Traffic Signal Maintenance and Compensation Agreement for your files. This will provide for signal maintenance reimbursement as stipulated in the Traffic Signal Maintenance and Compensation Agreement.

If you have any questions regarding this matter, please contact me at (863) 519-2206.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Miller", with a long horizontal stroke extending to the right.

Steve Miller
Traffic Operations Specialist

SM:ad

Enclosure

cc: The Honorable Sam Pennant, Mayor, Town of Dundee
Deena Ware, Town Clerk, Town of Dundee

SharePoint\TrafficOps\Admin\Typing Files\Drafts\ExecutedExhibitAFY16-17\Amendments\TownofDundee.doc

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

CONTRACT NO. ARX92
FINANCIAL PROJECT NO. 41364718801
F.E.I.D. NO. F596000309004
AMENDMENT NO. 1

THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Amendment") is made and entered into on this 24th day of August 2016, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and Town of Dundee, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on July 16th 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

TOWN OF DUNDEE

Florida

By

(Maintaining Agency)

(Authorized Signature)

Print/Type Name: RYAN J. TAYLOR

Title: TOWN MANAGER

Approved as to form and legality:

Attorney:

Date: 8-11-16

Frederick J. Murphy, Jr., Esquire
Town Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By

(Authorized Signature)

Print/Type Name: David Wheeler

Title: Interim District Traffic Operations Engineer

Legal Review:

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

CONTRACT NO.	ARX92
FINANCIAL PROJECT NO.	41364718801
F.E.I.D. NO.	F596000309004

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

**REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates _____ as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
 33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
 34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
 35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
 36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
 37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
 38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
 39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND
COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A										
Compensation for Maintaining Traffic Signals and Devices for FY 2016-2017										
TOWN OF DUNDEE										
Effective Date: from 7/01/2016 to 6/30/2017										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
*1	\$3,131									\$3,131.00
*2	\$3,131									\$3,131.00
*3	\$3,131									\$3,131.00
*4				\$626						\$ 626.00
Total Lump Sum Amount**										\$10,019.00

* Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$ 10,019.00.


Maintaining Agency

07.27.16 Date

Date _____

District Traffic Operations Engineer

Date _____

- *1 - SR17 & CR542
*2 - SR17 & FREDE
*3 - SR25/US27 &
*4 - SR17N & WEST

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (***minus any retainage or forfeiture***) in Exhibit A. The Maintaining Agency will receive one lump sum payment (***minus any retainage or forfeiture***) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (***minus any retainage or forfeiture***) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT C
Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident: _____	
Location of Accident/Incident: _____	
Provide Police Report (if applicable) and the Following Information:	
1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

Maintaining Agency Date

District Traffic Operations Engineer Date

DUNDEE TOWN COMMISSION MEETING

MAY 24, 2022

AGENDA ITEM 06: RESOLUTION 22-20, EMERGENCY PURCHASE, BLOUNT UTILITIES, INC.

SUBJECT:

The Town Commission will consider approval of Resolution 22-20, which will authorize the emergency purchase of services from Blount Utilities, Inc.

STAFF ANALYSIS:

Without exception, all onsite water and wastewater treatment systems require some level of service and licensing. However, the frequency of service activities is typically determined by the permit and/or regulations. Regularly scheduled visits include routine maintenance observations, opening and checking all system components for proper operation, recording of levels and depths, recording of flows, exercising valves as needed, collecting samples for permit compliance, and reports regarding system status. Site visit activities will vary depending on the type and complexity of the water and wastewater technology installed.

With the loss of a licensed staff operator providing the backup licenses for water and wastewater and the current staff operator's scheduled vacation times, the Town could not have continued operations under their permits issued and would be found in direct violation of FDEP regulations, thus creating an emergency situation for the Town.

The Town contacted Blount Utilities, Inc. to assist with the emergency water and wastewater licensed services in order to maintain customer services and prevent any regulatory excursions.

STAFF RECOMMENDATION **APPROVAL**

ATTACHMENTS:

- Resolution 22-20

RESOLUTION NO. 22-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO THE OPERATIONAL STAFF FOR THE WATER AND WASTEWATER PLANTS AND AGREEMENT WITH BLOUNT SERVICES, INC; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY NECESSARY FURTHER ACTIONS RELATED TO NEGOTIATING AND EXECUTING AN AGREEMENT WITH BLOUNT SERVICES, INC FOR OPERATIONAL STAFF FOR THE WATER AND WASTEWATER PLANTS.

WHEREAS, circumstances have arisen requiring emergency action on the part of the Town of Dundee to enter into an agreement with Blount Utilities, Inc. for certain necessary operational staffing for the water and wastewater plants; and

WHEREAS, on May 09, 2022, the Utility Director for the Town of Dundee voluntarily terminated their employment with the Town; and

WHEREAS, as related to water and wastewater operations for the Town, the State of Florida and/or Florida Department of Environmental Protection (FDEP) requires certain operational staff members for the Town to have certain certification(s) and qualifications; and

WHEREAS, the Town has an immediate need for qualified operational staff members in order to continue water and wastewater operations; and

WHEREAS, pursuant to Section 2-159(3)b of the Town of Dundee Code of Ordinances, the Town acknowledges and agrees that any agreement entered into between the Town of Dundee and Blount Services, Inc., in accordance with the contract terms attached hereto as **Exhibit "A"** and incorporated herein by reference, constitutes an emergency purchase made in response to a requirement when the delay incident to complying with all governing rules, regulations, and procedures would be detrimental to the health, safety and welfare of the town and/or its citizens; and

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

WHEREAS, the Town Commission of the Town of Dundee acknowledges and agrees that, in order to ensure and guarantee that the necessary public services needed to support the residents and citizens of the Town of Dundee, the Town Commission

approves, directs and authorizes the Town Manager to enter into an agreement with Blount Services, Inc. for the furnishment of qualified operational staff for the Town's water and wastewater plants.

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 Manager, or her designee, is hereby authorized to take any and all necessary actions incident to the negotiation, execution, and the implementation of an agreement for qualified operational staffing for the Town of Dundee water and wastewater plants between the Town of Dundee and Blount Services, Inc., in accordance with contract terms attached hereto as **Exhibit "A"** and incorporated herein by reference approved herein, 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 24th day of May, 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 22-20
EXHIBIT A**

Blount Utilities Inc

quote

6039 Cypress Gardens Blvd
Winter Haven Fl. 33854

863-661-5315
863-224-0775

Name

Town of Dundee
PO Box 1000
Dundee, Fl 33838-1000

4/29/2022

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Furnish operation staff for Water and Wastewater plants as required by F.D.E.P. minimum of 3.5 hr. With 48hr. Notice.	80.00 per Hr.	
	Less than 48hr. Notice rate	90.00 per Hr	
		SUBTOTAL	
		TAX	
		FREIGHT	
Authorization _____			

DUNDEE TOWN COMMISSION MEETING

MAY 24, 2022

AGENDA ITEM 07: RESOLUTION 22-21, EMERGENCY PURCHASE, GEARBOX REPAIR FOR WASTEWATER CLARIFIER

SUBJECT:

The Town Commission will consider approval of Resolution 22-21, which will authorize the emergency purchase of a gearbox from C & W Equipment Repair and Maintenance, Inc for the repair of the clarifier at the Wastewater treatment plant.

STAFF ANALYSIS:

Circumstances have arisen requiring emergency action on the part of the Town of Dundee for the purchase and installation of a Wastewater Clarifier Gear Drive for the Town of Dundee Wastewater Treatment Plant.

The Town has an immediate need for the continued operation of its wastewater utility services and operations. 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 Employees and the Town citizens and residents.

The Town Manager researched and purchased, which included installation, a Wastewater Clarifier Gear Drive for the Town of Dundee Wastewater Treatment Plant from C & W Equipment Repair and Maintenance, Inc. for a total cost of \$5,990.00 as more specifically set forth in the Invoice.

STAFF RECOMMENDATION

APPROVAL of Resolution 22-21

ATTACHMENTS:

- Resolution 22-21

RESOLUTION NO. 22-21

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO THE PURCHASE AND INSTALLATION OF A WASTEWATER CLARIFIER GEAR DRIVE AND RELATED MATERIALS AT TOWN OF DUNDEE WASTEWATER TREATMENT PLANT; 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 THE PURCHASE AND INSTALLATION OF A WASTEWATER CLARIFIER GEAR DRIVE AND RELATED MATERIALS FROM C & W EQUIPMENT REPAIR AND MAINTENANCE, INC. FOR THE TOWN OF DUNDEE WASTEWATER TREATMENT PLANT.

WHEREAS, circumstances have arisen requiring emergency action on the part of the Town of Dundee for the purchase and installation of a Wastewater Clarifier Gear Drive for the Town of Dundee Wastewater Treatment Plant; and

WHEREAS, the Town has an immediate need for the continued operation of its wastewater 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 purchased, which included installation, a Wastewater Clarifier Gear Drive for the Town of Dundee Wastewater Treatment Plant from C & W Equipment Repair and Maintenance, Inc. for a total cost of \$5,990.00 as more specifically set forth in the Invoice attached hereto as **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 approving the emergency purchase and installation of a Wastewater Clarifier Gear Drive from C & W Equipment Repair and Maintenance, Inc. for the Town of Dundee Wastewater Treatment Plant for a price of \$5,990.00, as further described in the Invoice attached hereto as **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 24th day of May, 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 22-21

EXHIBIT A



C & W Equipment Repair and
Maintenance, Inc.

P.O. Box 463
Haines City, FL 33845
863-585-7755-Phone
863-207-4563-Accounting
Email: info@cwerm.com

Proposal

Date
5/16/2022

Name / Address		<i>This proposal is good for 15 days, thank you for the opportunity to submit this proposal</i>	
TOWN OF DUNDEE P.O. BOX 1000 DUNDEE, FL. 33838			
Rep	Project		
DEC	#1 CLARIFIER GEAR DRIVE		
Description	Qty	Rate	Total
1- RIDICON GEAR BOX 3248 RATIO		4,450.00	4,450.00
1- MARTIN 1&5/8 80BSI SPROCKET AND 1- CHAIN #80 WITH LINKS OFF SET AND MASTER		730.00	730.00
MISC MATERIALS: WIRE, FLEX, CONNECTORS, HARDWARE		50.00	50.00
SERVICE LABOR TO PULL OUT OLD GEAR DRIVE AND RETROFIT NEW GEAR DRIVE, INSTALL AND PUT INTO SERVICE		760.00	760.00
NOTE ABOVE PRICES DO NOT INCLUDE FREIGHT CHARGES, FREIGHT CHARGES (IF ANY) WILL BE ADDED TO INVOICE IF PROPOSAL APPROVED			
Proposal approved by: Name: <u>Tandra Davis</u> Signature: <u>[Signature]</u>			
Material prices may increase depending on the amount of time it takes for proposal to be approved. Currently we are having to check material prices every 3 days due to continued increases.		Total	\$5,990.00
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written or verbal orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.			

DUNDEE TOWN COMMISSION MEETING

MAY 24, 2022

AGENDA ITEM 08: DISCUSSION & ACTION, RFP 22-02 REQUEST FOR PROPOSAL FOR THE MARGARET KAMPSSEN HISTORIC TRAIN DEPOT INTERIOR/EXTERIOR RENOVATIONS

SUBJECT:

The Town Commission will consider approval of the Request for Proposal (RFP) 22-02 for the Margaret Kampsen Historic Train Depot Interior/Exterior Renovations.

STAFF ANALYSIS:

The Town Commission approved the renovation interior/exterior of the Margaret Kampsen Historic Train Depot in the 2021-2022 budget in the amount of \$120,000.

Sealed bids for the depot renovation project were received on April 28, 2022.

The Town received one (1) proposal from SEMCO, Inc.,

BID SUMMARY		
	Semco	Cost Difference
Total Cost	\$146,728.38	None

Semco was the only bidder and is qualified. Town Staff is seeking approval to award the bid to SEMCO.

STAFF RECOMMENDATION:

Award of RFP 22-02 to SEMCO

ATTACHMENTS:

- RFP 22-02 Tabulation Record
- SEMCO RFP 22-02 Submittal



Web: www.TownofDundee.com

[illegible]



BID FORM

**FY 2021-2022 MARGARET KEMPSEN HISTORIC TRAIN DEPOT
INTERIOR/EXTERIOR RENOVATIONS**

RETURN DATE: Thursday, April 28, 2022 – 4:30 PM

RETURN TO: Office of the Town Clerk
Attn: RFP# 22-02
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

Note: This bid is an 'All or None' bid.

ITEM	ESTIMATED QTY	UNIT BID	EXTENDED AMOUNT
1. 1 each	Lump Sum	1	
2. per attached take-off		LF / EA. / SF	
3.			
4.			
5.			
		TOTAL	\$146,728.38

Any unforeseen rotted rood decking wood found will be replaced at an additional cost of \$3.85 per SF.
ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: SEMCO Construction, Inc.

Company Address: 205 Century Blvd.

Company City: Bartow State: Florida Zip: 33830

Company Phone Number: 863-533-7193 Fax Number: 863-533-3376

Authorized Representative:

Signature:  Date: April 28, 2022

Print Name: Jennifer Hall Phone Number: 863-533-7193

Title: Executive Vice President



SEMCO Construction, Inc.

205 Century Blvd
Bartow, FL 33830
(863) 533-7193

Client: Dundee Train Depot
Property: 103 West Main St.
Dundee , FL 33838

Home: (863) 439-5672

Operator: SEMCOXAC

Estimator: Steve Anderson
Position: Estimator
Company: Semco Construction
Business: 205 Century Blvd
Bartow, FL 33830

Business: (863) 533-7193
E-mail: sanderson@semco.cc

Reference:
Company: SEMCO Construction, Inc.
Business: 205 Century Blvd
Bartow, Fla 33830

Business: (863) 533-7193

Type of Estimate: Other

Date Entered: 4/19/2022

Date Assigned: 4/19/2022

Price List: FLWH8X_MAR22
Labor Efficiency: Restoration/Service/Remodel
Estimate: DUNDEE_TRAIN_DEPOT
File Number: 22134

**SEMCO Construction, Inc.**

205 Century Blvd
Bartow, FL 33830
(863) 533-7193

DUNDEE_TRAIN_DEPOT**Main Level****Main Level**

DESCRIPTION	QTY
48. Permit allowance	1.00 EA
49. Commercial Supervision / Project Management - per hour	140.00 HR
50. Temporary toilet (per month)	2.00 MO
51. Dumpster load - Approx. 20 yards, 4 tons of debris	2.00 EA
52. Clean with pressure wash	2,600.00 SF
54. Exterior - paint	2,600.00 SF
55. Seal truss soffit system - up to 5/12	388.00 SF
56. Remove Laminated - comp. shingle rfg. - w/ felt	31.50 SQ
58. Laminated - comp. shingle rfg. - w/ felt	31.67 SQ
59. R&R Roof vent - off ridge type - 2'	2.00 EA
105. R&R Siding - board & batten	288.00 SF
114. Barricade/warning sign/traffic cone - Min. equip. charge	1.00 EA
120. R&R Trim board - 1" x 4" - installed (pine)	120.00 LF
125. Engineering fees (Bid Item) (if required)	1.00 EA
126. TIMBER FRAMING Materials pricing for 90 days	1.00 EA

Display Room**Height: 13' 10"**

DESCRIPTION	QTY
115. No work in this area	1.00 EA

Kitchen**Height: 13' 7"**

DESCRIPTION	QTY
60. Paint the walls and ceiling - two coats	623.86 SF
61. Paint door or window opening - 2 coats (per side)	2.00 EA
62. Mask and prep for paint - plastic, paper, tape (per LF)	39.00 LF
63. Seal & paint cabinetry - upper	20.00 LF
64. Seal & paint cabinetry - lower	10.00 LF
65. Reglaze window, 10 - 16 sf	1.00 EA

restroom**Height: 8'**

DESCRIPTION	QTY
-------------	-----

**SEMCO Construction, Inc.**

205 Century Blvd
Bartow, FL 33830
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CONTINUED - restroom

DESCRIPTION	QTY
70. R&R Oak flooring - select grade - no finish	40.00 SF
72. Sand, stain, and finish wood floor	40.00 SF
73. Detach & Reset Toilet	1.00 EA
75. General Demolition - per hour	2.00 HR
76. Carpenter - General Framer - per hour	8.00 HR
77. R&R 2" x 8" lumber (1.33 BF per LF)	12.00 LF
67. Paint the walls and ceiling - two coats	224.04 SF
68. Paint door or window opening - 2 coats (per side)	1.00 EA
69. R&R Baseboard - 3 1/4"	23.83 LF

display area**Height: 13' 7"**

DESCRIPTION	QTY
78. Paint the walls and ceiling -walls / ceiling	882.78 SF
79. Paint door or window opening - 2 coats (per side)	3.00 EA
80. Reglaze window, 10 - 16 sf	3.00 EA
81. Mask and prep for paint - plastic, paper, tape (per LF)	55.00 LF
82. Seal & paint wood window (per side)	3.00 EA

desk register**Height: 8'**

DESCRIPTION	QTY
88. Paint the walls and ceiling -walls / ceiling	155.65 SF
91. Mask and prep for paint - plastic, paper, tape (per LF)	17.83 LF

Open room**Height: 13' 7"**

DESCRIPTION	QTY
83. Paint the walls and ceiling -walls / ceiling	1,366.34 SF
84. Paint door or window opening - 2 coats (per side)	3.00 EA
85. Reglaze window, 10 - 16 sf	6.00 EA
86. Mask and prep for paint - plastic, paper, tape (per LF)	81.34 LF
87. Seal & paint wood window (per side)	6.00 EA
104. Carpenter - Finish, Trim / siding - per hour	4.00 HR
121. R&R Siding - ribbed B-board 1/4 to 3/4" match as close as possible - pine or equal rotted part only	250.00 SF

**SEMCO Construction, Inc.**

205 Century Blvd
 Bartow, FL 33830
 (863) 533-7193

porch deck**Height: 13' 10"****DESCRIPTION****QTY**

1. 6" x 6" x 16' - fir/larch post - material only	2.00 EA
2. 4" x 4" square wood post (1.33 BF per LF)	164.00 LF
4. 2" x 6" x 16' Cedar or pine (material only)	15.00 EA
5. 2" x 4" lumber (.667 BF per LF)	788.00 LF
7. 2" x 10" lumber (1.67 BF per LF)	96.00 LF
8. 2" x 12" lumber (2 BF per LF)	112.00 LF
9. Deck planking - 2" x 6" x 16' - mat. only	76.00 EA
10. 2" x 8" x 16' #2 & better Fir / Larch (material only)	10.00 EA
11. Timber joist, 4" x 12" x 12'	124.00 LF
13. Timber beam, 6"x 8" x 12'	78.00 LF
14. Timber Framing Carpenter - per hour	240.00 HR
15. I-joist - 12" deep - 1 3/4" flange	493.00 LF
16. Additional labor to frame a radius (curved) wall	16.00 SF
17. Wedge anchor bolt - 3/8" x 4"	24.00 EA
18. Framing hanger	52.00 EA
19. Framing post base connector - 6"	4.00 EA
20. Framing hurricane tie	48.00 EA
21. R&R Siding - beveled - pine or cedar (clapboard)	256.00 SF
23. R&R Exterior light fixture over end porch	1.00 EA
25. Trim in arch	42.00 LF
27. Painting open deck framing new wood and Sidding	1.00 EA
101. Fascia - 2" x 8" - re-sawn	156.00 LF
102. R&R Fascia - 1" x 4" - #3 cedar	166.00 LF
113. Jacking and bracing truss area on porch area.	1.00 EA
124. Framing post base connector - 4"	15.00 EA

ADA Ramp**Height: 21' 1"****Subroom: Stairs1 (2)****Height: 9' 10"****Subroom: Stairs2 (3)****Height: 9' 10"****Subroom: Stairs3 (1)****Height: 8'****DESCRIPTION****QTY**

29. R&R 2" x 4" lumber (.667 BF per LF)	170.00 LF
30. R&R 2" x 6" lumber (1 BF per LF)	105.00 LF
31. Handrail - round / oval - post to post - hardwood	72.00 LF
32. 4" x 4" square wood post (1.33 BF per LF)	112.00 LF
33. R&R 2" x 12" lumber (2 BF per LF)	26.00 LF
35. R&R 2" x 8" lumber (1.33 BF per LF)	42.00 LF
36. Carpenter - General Framer - per hour	60.00 HR
103. Paint balustrade guard Rail	54.00 LF
107. R&R Wood door - panel - solid pine slab	1.00 EA
109. Door opening (jamb & casing) -36" wide - hardwood	1.00 EA
110. Carpenter - cut new door opening	3.00 HR
111. Add on for tempered glass - per pane	8.00 SF

**SEMCO Construction, Inc.**

205 Century Blvd
 Bartow, FL 33830
 (863) 533-7193

CONTINUED - ADA Ramp

DESCRIPTION	QTY
112. R&R Trim board - 1" x 4" - installed (pine)	43.00 LF
122. Detach & Reset Door Lock detach /reset	1.00 EA

ada ramp -2**Height: 11' 9"****Subroom: Stairs4 (1)****Height: 8'**

DESCRIPTION	QTY
37. R&R 2" x 4" lumber (.667 BF per LF)	170.00 LF
38. R&R 2" x 6" lumber (1 BF per LF)	105.00 LF
39. R&R Handrail - round / oval - post to post - hardwood	64.00 LF
40. R&R 4" x 4" square wood post (1.33 BF per LF)	112.00 LF
41. R&R 2" x 12" lumber (2 BF per LF)	32.00 LF
42. R&R 2" x 8" lumber (1.33 BF per LF)	48.00 LF
43. Carpenter - General Framer - per hour	60.00 HR
44. Deck planking - 2" x 6" x 16' - Polymer - mat. only	16.00 EA
45. Painting - Labor Minimum	1.00 EA
46. Concrete slab on grade - 4" - finished in place	72.00 SF

walk way deck**Height: 8'**

DESCRIPTION	QTY
93. R&R Door opening (jamb & casing) - 36" to 60" wide - hardwood	1.00 EA
94. R&R Siding - board & batten - cedar	208.00 SF
95. R&R Baseboard - 4" w/ cap and shoe	38.00 LF
96. R&R Window trim set (casing & stop)	62.00 LF
97. Baluster - 2"x2"x4' wood up to 18 ea.	18.00 EA
98. R&R 2" x 6" lumber (1 BF per LF)	48.00 LF
99. 2" x 4" lumber handrail per LF) up to 160 or as needed.	160.00 LF
100. Paint balustrade - one coat	120.00 LF
116. Door wood flooring transition plate at large door opening	8.00 LF
117. R&R Trim board - 1" x 4" - installed (cedar)	68.00 LF
118. R&R Trim board - 1" x 6" - installed (pine)	60.00 LF

Grand Total

\$146,728.38



SEMCO Construction, Inc.

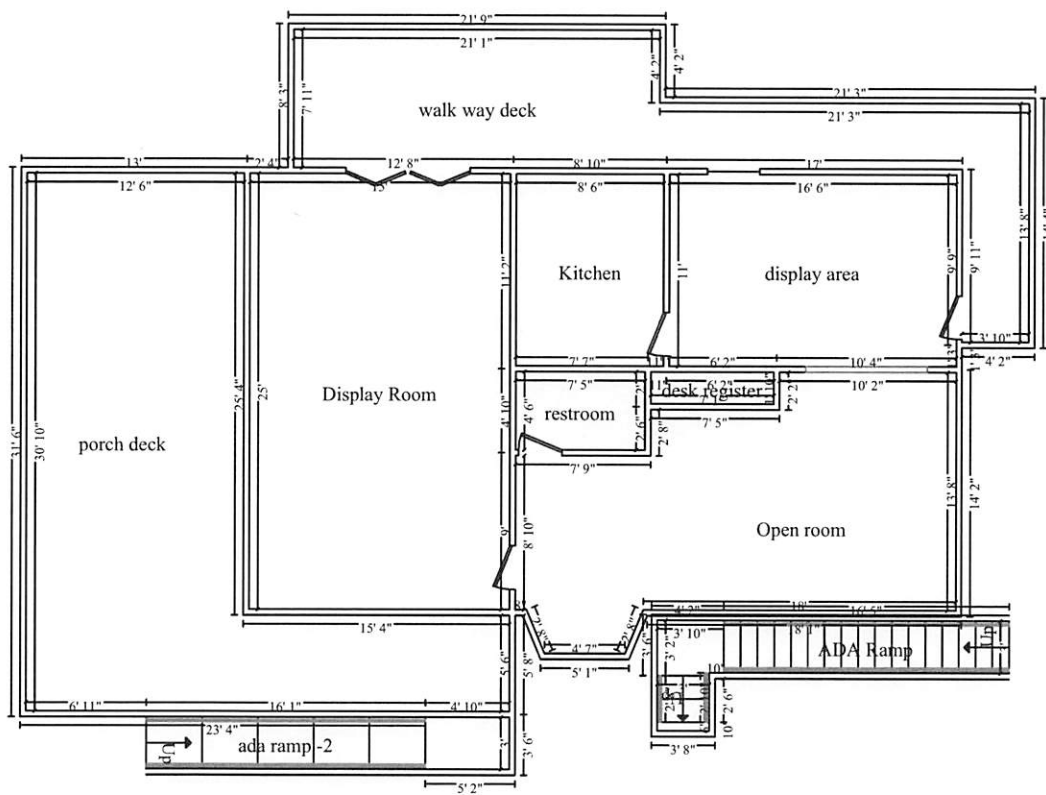
205 Century Blvd
Bartow, FL 33830
(863) 533-7193

Steve Anderson
Estimator

Grand Total Areas:

7,397.10	SF Walls	1,891.06	SF Ceiling	9,288.16	SF Walls and Ceiling
1,944.66	SF Floor	216.07	SY Flooring	623.12	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	629.67	LF Ceil. Perimeter
1,944.66	Floor Area	2,039.23	Total Area	6,022.02	Interior Wall Area
2,198.21	Exterior Wall Area	178.09	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Main Level



Main Level

Town of Dundee

RFP 22-02 Margaret Kampsen Historic Train Depot Interior/Exterior Renovations

References and examples of Similar Projects

Description	Contract Amount	Contact
Ft. Meade City Hall Hurricane Repairs	\$416,068.61	Melissa Newman Ph: 863-285-1100 mnewman@cityoffortmeade.com
Florida A & M University Samson Hall Window Replacement	\$472,430.00	Karen Brown, FAMU 850-599-8005 karen.brown@famu.edu
City of Winter Haven Women's Club Historic Renovations	\$338,106.00	Erin Tilghman 863-298-53353 etilghman@mywinterhaven.com

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
SEMCO Construction, Inc.

SURETY: Liberty Mutual Insurance Company

OWNER: The Town of Dundee, Florida
202 East Main Street
Dundee, FL 33838

BOND AMOUNT: Five Percent of Bid Amount(5%)

PROJECT: Historic Train Depot Interior/Exterior Renovations
103 Main Street
Dundee, FL 33838

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25 day of April 2022

(Witness)


(Witness)

(Principal)

(Title)

(Surety)

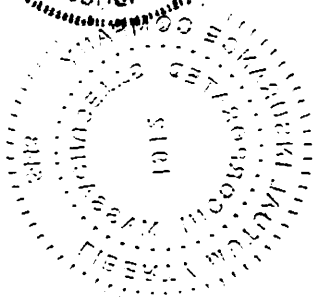
Taylor Wagner, Attorney-in-fact

(Title)



Init.

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8201369**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel F. Wagner, Taylor Wagner

all of the city of Lakeland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of June, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27 day of April, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I Jennifer Hall  ("Affiant"), being first duly sworn, deposes and says that:

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

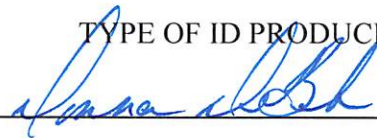
THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF FLORIDA COUNTY OF POLK

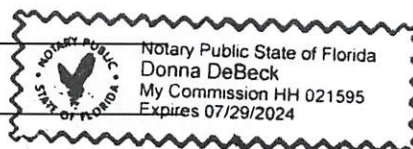
SWORN TO AND SUBSCRIBED BEFORE ME THIS 28th DAY OF April, 20 22

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME X Produced I.D. N/A

TYPE OF ID PRODUCED N/A

SIGN: 

PRINT: Donna DeBeck HH 021595



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SEMCO Construction, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
205 Century Blvd

6 City, state, and ZIP code
Bartow, FL 33830

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				

or

Employer identification number								
5	9	-	1	5	7	0	0	6 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
		9.28.21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LOCKE, CARL EDWARD JR

SEMCO CONSTRUCTION INC
205 CENTURY BLVD
BARTOW FL 33830

LICENSE NUMBER: CGC040492

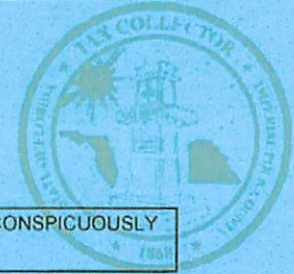
EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



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POLK COUNTY LOCAL BUSINESS TAX RECEIPT**ACCOUNT NO. 11320****CLASS: B+****EXPIRES:****09/30/2022****OWNER NAME****CARL EDWARD SR - CERT LOCKE****LOCATION****205 CENTURY BLVD
BARTOW****BUSINESS NAME AND MAILING ADDRESS****SEMCO CONSTRUCTION INC**
SEMCO CONSTRUCTION INC
CARL E LOCKE SR - ST CERT
205 CENTURY BLVD
BARTOW, FL 338307705**CODE****ACTIVITY TYPE****230250****CONTRACTOR ROOFING****230150****CONTRACTOR GENERAL****PROFESSIONAL LICENSE (IF APPLICABLE)****-****OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR****THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
DISPLAYED AT THE BUSINESS LOCATION****PAID - 68936 08/20/2021 OPY****OLP 57.75****SEMCO CONSTRUCTION INC**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Baldwin Krystyn Sherman Partners LLC Middle Market Lakeland FL 33801	CONTACT NAME: Angel McGhee
	PHONE (A/C, No, Ext): 18632843105 FAX (A/C, No): 863-682-6292
	E-MAIL ADDRESS: Angel.McGhee@Bks-partners.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Westfield Insurance Company NAIC # 24112
	INSURER B: Bridgefield Employers Insuranc 10701
	INSURER C: Travelers Property Casualty Co 25674
	INSURER D: Indian Harbor Insurance Compan 36940
	INSURER E:
	INSURER F:

License#: L002281
SEMCCON-01**INSURED**
SEMCO Construction, Inc.
205 Century Blvd.
Bartow FL 33830-7705**COVERAGES****CERTIFICATE NUMBER:** 1762346845**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL (NSD)	SUBR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:	Y		CMM5025462	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP	Y		CMM5025462	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP7S003550-21-NF	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	83034747	10/1/2021	10/1/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	Rented and Leased Equipment Professional/Pollution			CMM5025462 PEC005848701	10/1/2021 1/30/2022	10/1/2022 10/1/2022	\$300,000 \$1,000,000 Limit Pollution \$500 Deductible \$25,000 Retention \$10,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder The Town of Dundee its Affiliates and or Assigns are included as Additional Insured with respect to general liability and auto liability on a primary and non-contributory basis as required by written contract and subject to terms, conditions and exclusions of the policy. 30 days notice of cancellation applies except 10 for non payment of premium.

CERTIFICATE HOLDER**CANCELLATION**The Town of Dundee, Florida
202 E. Main Street
Dundee FL 33838

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

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

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

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

Company Name SEMCO Construction, Inc.

Signature 

Date: April 28, 2022

Printed Name Jennifer Hall

Title Executive Vice President

PRIVATE PROVIDER FIRM _____

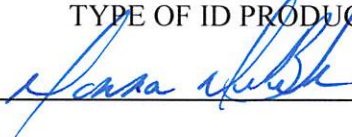
THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF FLORIDA COUNTY OF POLK

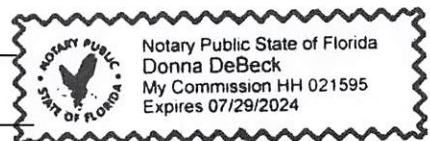
SWORN TO AND SUBSCRIBED BEFORE ME THIS 28th DAY OF April, 2022

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME X Produced I.D. _____

TYPE OF ID PRODUCED N/A

SIGN: 

PRINT: Donna DeBeck



CERTIFICATION OF DRUG-FREE WORKPLACE

I Jennifer Hall (“Undersigned”), certify that:

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

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: Historic Train Depot Interior/Exterior Renovation

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount
N/A - can be provided after bid award.			

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

DUNDEE TOWN COMMISSION MEETING

MAY 24, 2022

AGENDA ITEM 09: DISCUSSION & ACTION, PROGRESSIVE WATER RESOURCES AGREEMENT FOR WATER USE PERMIT EXTENSION

SUBJECT:

The Town Commission will consider approving the Town Manager to enter into an agreement, on behalf of the Town, with Progressive Water Resources for a Water Use Permit (WUP) extension of the permit term.

STAFF ANALYSIS:

The Town's WUP was issued on September 06, 2012, for a duration of 10 years which will expire on September 06, 2022.

Progressive Water Resources will develop and submit a request to SWFWMD for a 10-year extension of the permit term.

FISCAL IMPACT:

\$2500.00

STAFF RECOMMENDATION:

Approval of Progressive Water Resources Agreement

ATTACHMENTS:

Progressive Water Resource Short Form Scope & Fee/Contract

Progressive Water Resources Agreement *will be provided at a later date*



Progressive Water Resources

Integrated Water Resource Consultants

a Division of RESPEC Company LLC

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

Short Form Scope and Fee/Contract

Town of Dundee Water Use Permitting Services

PROPOSAL SUBMITTED TO:

Town of Dundee Public Works

PHONE:

(863) 206-4113

DATE:

May 13, 2022

STREET:

202 East Main Street

CLIENT CONTACT:

Tracy Mercer

CITY:

Dundee

STATE:

Florida

ZIP:

33838

CLIENT EMAIL ADDRESS:

tmercerc@townofdundee.com

PWR PROJECT MGR.:

Joseph D. Haber, P.G.

EMAIL:

Joseph.Haber@respec.com

PHONE:

(941) 552-5657

FAX:

(941) 296-7984

SCOPE OF WORK: Permit Duration Extension of WUP 20005893.012

Water Use Permit (WUP) 20005893.012 was issued to the Town of Dundee Public Works Department on September 6, 2012 for a duration of ten (10) years. The permit is currently scheduled to expire on September 6, 2022. The WUP 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.

Progressive Water Resources, a Division of **RESPEC** Company, LLC (PWR) will request a permit duration extension of an additional ten (10) years for the Town of Dundee's Water Use Permit in accordance with Rule 40D-2.321(5), F.A.C.

Deliverables:

- Development and Submittal of Modification Short Form and Cover Letter to the Southwest Florida Water Management District (SWFWMD) requesting a ten-year extension of the permit term.
- Cursory File of Record review for any potential compliance issues that may delay issuance of the permit duration extension.

Items to be Furnished by CLIENT:

- Signed Authorization Letter that allows PWR to submit the permit application and any related correspondence on the Town of Dundee's behalf.

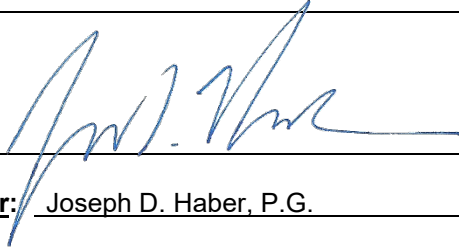
Assumptions:

- The SWFWMD will not issue a permit duration extension unless the permit is in compliance with all special conditions. This scope of work does not include effort to rectify any compliance-related issues.
- Any other services not specifically identified within this Scope are not part of this Agreement. However, Additional Services can be provided if deemed necessary and approved in advance by the Client.

WE PROPOSE TO FURNISH THE ABOVE SCOPE OF WORK AS A LUMP SUM AMOUNT OF: \$2,500.00

This scope of services has been confidentially prepared for the Client identified and is not intended for distribution and includes intellectual capital and specific knowledge of Progressive Water Resources, a Division of **RESPEC** Company, LLC (PWR), without compensation. Reproduction in any manner requires the consent of PWR.

Signature: _____



PWR Authorized Signer: _____ Joseph D. Haber, P.G.

Date: _____ May 13, 2022

ACCEPTANCE OF SCOPE AND FEE/CONTRACT

The above price, specifications and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made within 30 days of receipt of invoice.

Signature: _____

CLIENT Authorized Signer: _____

Date: _____

DUNDEE TOWN COMMISSION MEETING

MAY 24, 2022

AGENDA ITEM 10: DISCUSSION & ACTION, GARBAGE/RECYCLING CARTS PURCHASE

SUBJECT:

The Town Commission will consider approval of the purchase of 144 garbage/recycle carts (72 garbage, 72 recycle).

STAFF ANALYSIS:

Town Staff received three (3) vendor quotes to purchase 72 garbage and 72 recycle totes. This purchase will enable the sanitation department to fulfill tote requests in a timely manner.

Company	Quoted Price	Award
Cascade Engineering	\$10,094.16	YES
Rebrig Pacific Company	\$19,342.62	
Uline	\$16,920.00	

Staff recommends the purchase from Cascade Carts which quoted \$10,094.16.

FISCAL IMPACT:

\$10,094.16

STAFF RECOMMENDATION:

Approval

ATTACHMENTS:

Sanitation Price Quote Sheet



**TOWN OF DUNDEE
PRICE QUOTE SHEET**



DATE: 4/26/22

DEPARTMENT: Sanitation Department

NAME OF PERSON SECURING THE QUOTE: Johnathon Vice

GENERAL DESCRIPTION OF ITEM: 144 Carts 72-96 Gallon + 72-35 Gallon
Carts NO logs

Vendor Selected: ☒

VENDOR #1

COMPANY NAME: Cascade Engineering - CG Containers

CONTACT NUMBER: 904-347-6710 NAME OF REPRESENTATIVE: Ken

PRICE: \$10,094.16 SHIPPING: N/A (Included)

COMMENTS: 144 Carts 72-96 Gallon 72-35 Gallon

Vendor Selected: ☐

VENDOR #2

COMPANY NAME: Refrig Pacific Company

CONTACT NUMBER: 323-262-5145 NAME OF REPRESENTATIVE: Sara

PRICE: \$19,342.62 SHIPPING: Included IN PRICE

COMMENTS: 144 Carts 72-96 Gallon 72-35 Gallon

Vendor Selected: ☐

VENDOR #3

COMPANY NAME: Uline

CONTACT NUMBER: 800-295-5510 NAME OF REPRESENTATIVE: Web

PRICE: \$16,920.00 SHIPPING: Include IN PRICE

COMMENTS: 144 Carts 72-96 Gallon 72-35 Gallon

DEPARTMENT DIRECTOR/SUPERVISOR: Johnathon Vice

DATE: 4/26/22

FINANCE DIRECTOR APPROVAL: [Signature]

DATE: 4/26/22

TOWN MANAGER APPROVAL: [Signature]

DATE: _____

ADDITIONAL COMMENTS: _____

SOLE SOURCE JUSTIFICATION: _____

DUNDEE TOWN COMMISSION MEETING

MAY 24, 2022

AGENDA ITEM 11: DISCUSSION & ACTION, FIRE DEPARTMENT PURCHASES

SUBJECT:

The Town Commission will consider the approval of purchases for the Fire Department.

STAFF ANALYSIS:

The Fire Department has submitted the following purchase requests which were both approved in the 21/22 Budget:

A. Replacement Doors:

Vendor	Price Quote	Award?
CWS	\$8682.12	Yes
Ridge Glass & Mirror	\$12,500.00	
Olson Construct	\$21,948.00	

B. Bunker Gear:

Vendor	Price Quote	Award?
American Public Safety	\$6375.00	Yes
All Hands Fire Equip	\$6579.87	
Crystal Digital Inc	\$6759.87	

FISCAL IMPACT:

- A. \$8682.12
- B. \$6375.00

STAFF RECOMMENDATION:

- A. CWS
- B. America Public Safety

ATTACHMENTS:

- Replacement Doors Price Quote
- Bunker Gear Price Quote

**TOWN OF DUNDEE
PRICE QUOTE SHEET**



DATE: 5/4/22
DEPARTMENT: Fire
NAME OF PERSON SECURING THE QUOTE: Joshua Cox
GENERAL DESCRIPTION OF ITEM: Replumb Doors @ FD

Vendor Selected: ☒

VENDOR #1

COMPANY NAME: CWS
CONTACT NUMBER: 293-2977 NAME OF REPRESENTATIVE: Patrick
PRICE: 88682.12 SHIPPING: ✓
COMMENTS: _____

Vendor Selected: ☐

VENDOR #2

COMPANY NAME: Ruby Glass & Mirror
CONTACT NUMBER: 676-3463 NAME OF REPRESENTATIVE: _____
PRICE: 12,500.00 SHIPPING: ✓
COMMENTS: _____

Vendor Selected: ☐

VENDOR #3

COMPANY NAME: Olsen Construction
CONTACT NUMBER: 439-5740 NAME OF REPRESENTATIVE: John Olsen
PRICE: 21,948.00 SHIPPING: _____
COMMENTS: _____

DEPARTMENT DIRECTOR/SUPERVISOR: _____

DATE: 5/4/22

FINANCE DIRECTOR APPROVAL: _____

DATE: 5/4/22

TOWN MANAGER APPROVAL: _____

DATE: 5/4/22

ADDITIONAL COMMENTS: _____

SOLE SOURCE JUSTIFICATION: _____



E-mail Patrick@CentralWindowSales.com

Proposal Submitted to:

We hereby submit specifications and estimates for:	General Scope of Work
--	-----------------------

We hereby propose to furnish the materials and perform the labor necessary for the completion of the above work for the sum of	\$9,081.39
--	------------

All material is guaranteed to be as specified. All work to be completed in a skillful manner according to standard practices.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, credits or add-ons will be applied.

All agreements contingent upon strikes, accidents or delays are beyond our control

Authorized Agent: Patrick Lopez Date _____ Signature _____

QTY.	MATERIAL	PRICE	AMOUNT
1	Panic Hardware door		
	installed/Lab	\$7500.00	
	Block size		
	60 x 84		
1	Standard Hardware door		
	installed/Lab	\$5000.00	
	Block size		
	60 x 111		

RIDGE GLASS & MIRROR, INC.
"Everything in Glass"
 620 North Scenic Highway
 LAKE WALES, FLORIDA 33853-3206
 (863) 676-3463 Voice
 (863) 676-7251 Fax

DATE 4/13 20 22

NAME Dundee Fire Dep.		WO# 88134	
ADDRESS 118 Merrill Ave.		PHONE 412-7411	
CITY Dundee		2ND PHONE	
JOB LOCATION		FAX #	
JOB PHONE		ORDERED BY	
DESCRIPTION OF WORK			
est. Storefront doors			
TOTAL MATERIAL			
TOTAL LABOR			
TAX			
SIGNATURE		DATE COMPLETED	
This is a work order. Customers with payment terms will receive an invoice. ➡			

November 10, 2021



State Certified
General Contractor
CG C059845

Dundee Fire Department
Attn: Scott Carman
118 W. Merrill Ave.
Dundee, FL 33838

RE: Entry Door Replacement

Scott,

Based on our meeting and the attached sketch, we have prepared the following **PROPOSAL** to replace the entry doors on the east and south end of the fire station.

Our scope of work will include-

- Removing the existing doors
- Supplying impact rated door systems with clear anodized hardware and 9/16" clear impact laminated safety glass.
- Panic exit devices, exterior pull handles, surface mounted closers, thresholds and weatherstripping.
- One 3-0 x 6-7 door with sidelite at south entrance.
- One 3-0 x 7-0 door with transom and sidelite on east entrance.
- Permit costs, supervision and clean up of our work.

Cost break down

Demolition and new doors	\$17,760
Plans and permits	\$ 875
Supervision and clean up	\$ 450
Mark up	\$ 2,863

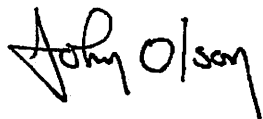
TOTAL THIS PROPOSAL **\$ 21,948.00**

I will be happy to discuss this proposal at your convenience.

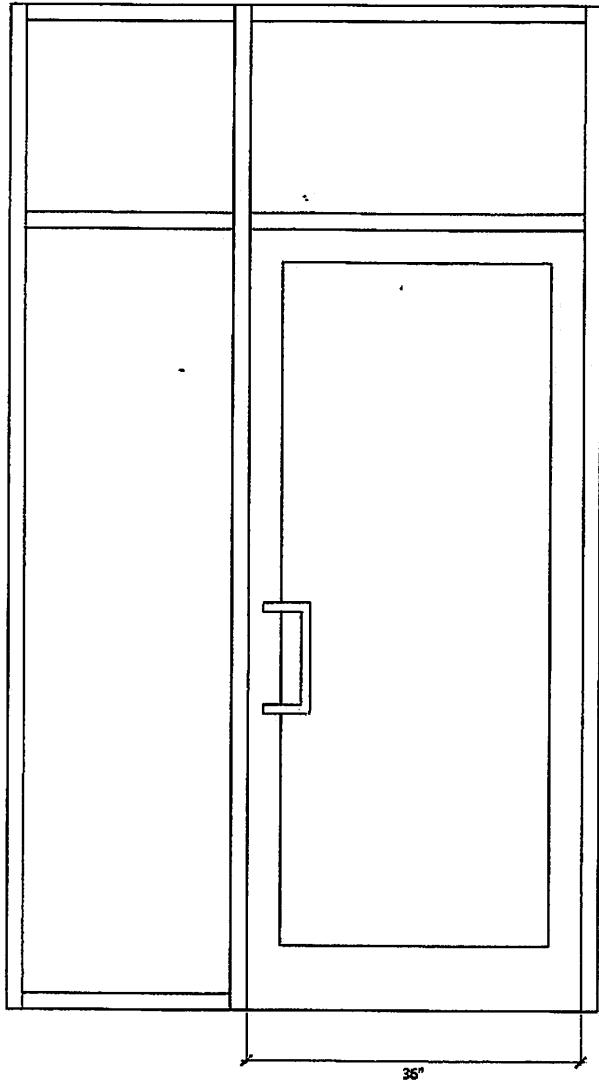
863.439.5700
FAX 439.1293
Physical:
741 Frederick Ave.
Dundee, FL 33838
Mailing:
Post Office Box 1685
Dundee, FL 33838-1685

Sincerely,

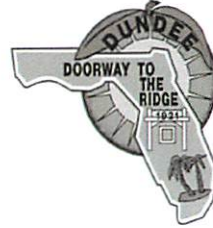
OLSON CONSTRUCTION, INC.

A handwritten signature in black ink, appearing to read "John Olson". The signature is written in a cursive, slightly stylized font. The "J" is large and loops around the "O", and the "O" is also large and loops around the "l". The "s" is written with a long, sweeping tail that extends downwards and to the right.

John Olson
President



**TOWN OF DUNDEE
PRICE QUOTE SHEET**



DATE: 5/4/22
DEPARTMENT: Fire
NAME OF PERSON SECURING THE QUOTE: Joseph Carbone
GENERAL DESCRIPTION OF ITEM: Duel Cart Crew.

Vendor Selected: ☒

VENDOR #1

COMPANY NAME: American Public Safety
CONTACT NUMBER: _____ NAME OF REPRESENTATIVE: Robin Hefner
PRICE: 6375.00 SHIPPING: 0
COMMENTS: _____

Vendor Selected: ☐

VENDOR #2

COMPANY NAME: All Hands Fire Equip
CONTACT NUMBER: 732-582-8000 NAME OF REPRESENTATIVE: _____
PRICE: 6574.87 SHIPPING: 230.12
COMMENTS: _____

Vendor Selected: ☐

VENDOR #3

COMPANY NAME: Crystal Digital Inc
CONTACT NUMBER: www.SATISFACTION.com NAME OF REPRESENTATIVE: Wyett Ashby
PRICE: 6759.87 SHIPPING: 250.00
COMMENTS: _____

DEPARTMENT DIRECTOR/SUPERVISOR: _____
FINANCE DIRECTOR APPROVAL: _____
TOWN MANAGER APPROVAL: _____
ADDITIONAL COMMENTS: _____

DATE: 5/4/22
DATE: 5/4/22
DATE: 5/4/22

SOLE SOURCE JUSTIFICATION: _____



Crystal Digital Communications, INC

dba Preferred Communications
410 Central Ave Butner, NC 919-575-4600

WWW.SATSTAR.COM

Wyatt Ashley

QUOTE

3.21.22

Quote # 2021615

Net 30

BILL TO

J Carbone
Dundee Fire Department

SHIP TO

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Dual Cert Coverall Defender - M	3	519.99	1559.97
Dual Cert Coverall Defender - L	6	519.99	3119.94
Dual Cert Coverall Defender - XL	1	519.99	519.99
Dual Cert Coverall Defender - XXL	2	519.99	1039.98
Dual Cert Coverall Defender - XXXL	1	519.99	519.99
			0.00
			0.00
			0.00
			0.00
			0.00
Shipping not included*			0.00

Quote is valid for 30 days.

SUBTOTAL	6759.87
DISCOUNT	0.00
SUBTOTAL LESS DISCOUNT	6759.87
TAX RATE	0.00%
TOTAL TAX	0.00
SHIPPING/HANDLING	250.00

Quote Total \$ 7,009.87



Quote Number: 102101

01 Feb 2022

Customer PO:

Customer Reference: Coveralls

Quote Pricing Expires 30 days after date of creation.

Sales Rep: Robin Hoffer

Shipping Method: Best Way (Freight to be charged actual)

Company: Dundee FD

Contact: Joseph Carbone

Invoice to:

Ship to:

Joseph Carbone
Dundee FD
United States

Joseph Carbone
Dundee FD
United States

Qty	Item name	SKU	Item net	Total net	Row total
3	Dual Cert Coverall - Dual Certified Gear in 6.5oz Defender M Gold Rip-Stop - Made To Order Size: Medium	LAK-DCCVD21-M	\$485.00	\$1455.00	\$1455.00
6	Dual Cert Coverall - Dual Certified Gear in 6.5oz Defender M Gold Rip-Stop - Made To Order Size: Large	LAK-DCCVD21-L	\$485.00	\$2910.00	\$2910.00
1	Dual Cert Coverall - Dual Certified Gear in 6.5oz Defender M Gold Rip-Stop - Made To Order Size: X Large	LAK-DCCVD21-XL	\$485.00	\$485.00	\$485.00
2	Dual Cert Coverall - Dual Certified Gear in 6.5oz Defender M Gold Rip-Stop - Made To Order Size: 2X	LAK-DCCVD21-2X	\$485.00	\$970.00	\$970.00
1	Dual Cert Coverall - Dual Certified Gear in 6.5oz Defender M Gold Rip-Stop - Made To Order Size: 3X	LAK-DCCVD21-3X	\$555.00	\$555.00	\$555.00
Subtotal				\$6375.00	
Non Taxable @ 0%					\$0.00
Total				\$6375.00	
Paid to date					\$0.00

American Public Safety
31507 Oak Orchard Rd. Unit 10
Millsboro Delaware 19966
United States



All Hands Fire Equipment

PO Box 1245
Wall NJ 07719
Tel:(732) 502 8060
Fax:(732) 502 8064
www.allhandsfire.com

Quote

Date	Quote #
3/8/2022	EST30818
Contract #	

Bill To
Joseph Carbone Dundee Fire Department FL

Ship To
Joseph Carbone Dundee Fire Department FL

****We will try to match or beat any price****

Expires	Sales Rep	Ship Via	Shipping Code ...
4/7/2022	Colarusso, Scott T	UPS Ground Orders ...	

Item Name	Qty.	Description	Options	Rate	Amount
SPECIAL ORDER ITEM	3	Dual Cert Coverall - 6.5oz Defender M Gold Rip-Stop Size: Medium #LAK-DCCVD21-M		499.99	1,499.97
SPECIAL ORDER ITEM	6	Dual Cert Coverall - 6.5oz Defender M Gold Rip-Stop Size: Large #LAK-DCCVD21-L		499.99	2,999.94
SPECIAL ORDER ITEM	1	Dual Cert Coverall - 6.5oz Defender M Gold Rip-Stop Size: X Large #LAK-DCCVD21-XL1		499.99	499.99
SPECIAL ORDER ITEM	2	Dual Cert Coverall - 6.5oz Defender M Gold Rip-Stop Size: 2X #LAK-DCCVD21-2X		499.99	999.98
SPECIAL ORDER ITEM	1	Dual Cert Coverall - 6.5oz Defender M Gold Rip-Stop Size: 3X #LAK-DCCVD21-3X		574.99	574.99
			Subtotal	6,574.87	
			Shipping Cost (UPS Ground Orders Over \$1000)	230.12	
			Total	\$6,804.99	

****Please review your Estimate in great detail to ensure all items, qty., spec, etc. are correct. Please inform us asap if there is an error.****



EST30818

DUNDEE TOWN COMMISSION MEETING

MAY 24, 2022

AGENDA ITEM 12: DISCUSSION & ACTION, FIRE ASSESSMENT FEE

SUBJECT:

The Town Commission will discuss and determine if they would like Town Staff to proceed with the process of a potential Fire Assessment Fee.

STAFF ANALYSIS:

A Fire Assessment Fee is a charge against real property to pay for fire protection services. The charges will be a part of the Ad Valorem Tax Roll.

If the Town Commission would like to move forward with this process, legal will begin developing an Ordinance as a part of the process of implementing a Fire Assessment Fee.

STAFF RECOMMENDATION:

Authorize the Town Manager to proceed with the process of implementing a Fire Assessment Fee

ATTACHMENTS:

GSG Fire Assessment Fee Workshop Presentation



Town of Dundee, Florida Fire Assessment Program

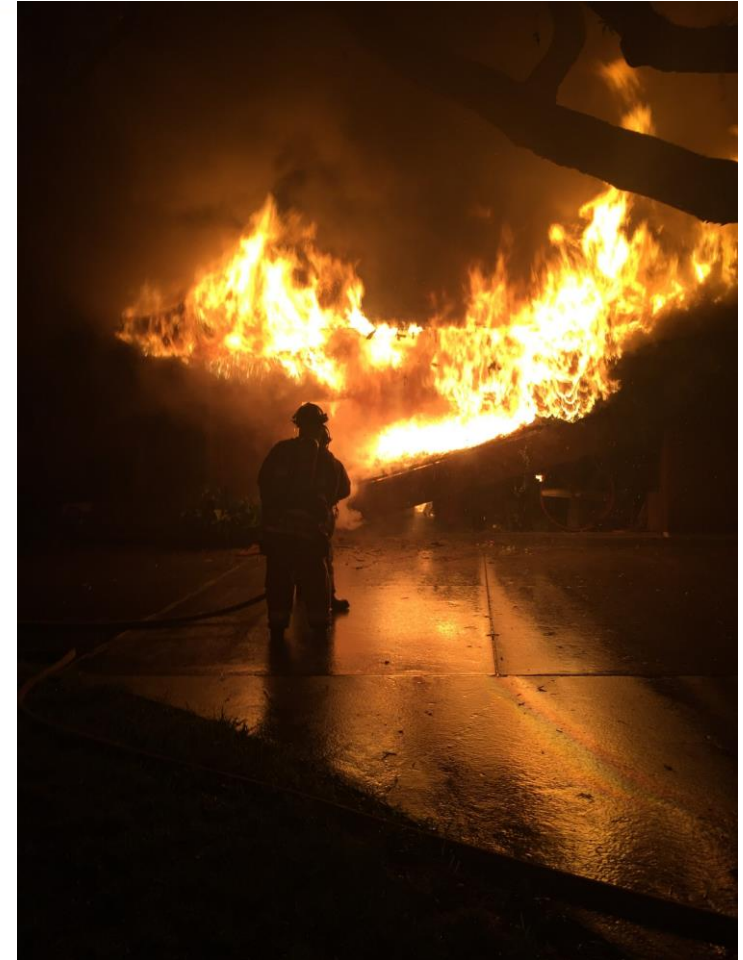
May 19, 2022



GOVERNMENT SERVICES GROUP, INC.

What is a Fire Assessment?

- Charge imposed against real property to pay for fire protection services
 - Fire services includes such things as:
 - Fire suppression
 - Hazmat response
 - Fire prevention
 - Emergency response and disaster preparedness
 - Safety education
 - Does **NOT** include EMS-type services above level of first responder



Purpose and Goals of Assessment Program



- Revenue
 - Will generate revenue for fire protection services
- Diversification
 - Non-ad valorem revenue source
 - Dependent on cost of services, not taxable values
 - Broadens “tax base” of those paying for fire protection services
- Accountability
 - Legally restricted funds for the provision of fire protection services, facilities and programs
- Equity
 - Property value bears no relationship to the provision of or demand for fire services
 - Patchwork of exemptions from property taxes and limitations on fair valuation (Save Our Homes) further distort and limit those properties that pay for fire services under ad valorem system
 - Fire assessments are driven by service costs and demand
 - All property fairly and reasonably pays for the availability and provision of fire protection services regardless of taxable value or available exemptions

Case Law Requirements

1. Special Benefit to property

- Fire services (up to first responder) do provide benefit

and

2. Fair and reasonable apportionment

- Logically and factually driven method must be developed to spread the costs among the benefited properties.
- Does method of apportionment make sense in terms of what is being provided?
- Legislative determination receives judicial deference.



Historical Demand Methodology*

- Court tested and approved
- Most widely adopted
- Historical demand is the driving factor
- Based on initial response; therefore, treats all calls equally

*Methodology was upheld by the Fourth District Court of Appeals in Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4th DCA 2010).

Data Components

- Service Delivery
 - First Responder
 - Paid and Volunteer
 - Fire flow available – non-residential square foot cap – 52,500 square feet
 - Benefit area
 - Incorporated Dundee
- Develop Cost Apportionment
 - Calendar Years 2019, 2020, and 2021
- Develop Parcel Apportionment/Preliminary Assessment Roll
 - Ad Valorem Tax Roll Data
 - Building/Property Use
 - Dwelling Units
 - Square Footage
 - Vacant Land
- Fire Department Budget
 - Developed 5-Year Average Assessable Budget Scenarios

5-Year Average Assessable Budget

- Start with FY 21-22 Adopted Budget
 - Applied annual increases
- Included
 - 5-Year CIP
 - Baydoor replacement
 - Engine replacement
 - Enhanced Services
 - FY 22-23 – add 3 firefighter positions
 - FY 24-25 add 3 Lieutenant positions
 - FY 26-27 – add 3 firefighter positions
 - Miscellaneous Assessment Expenditures
- **Total 5-Year Average Assessable Budget -- \$1,042,664**

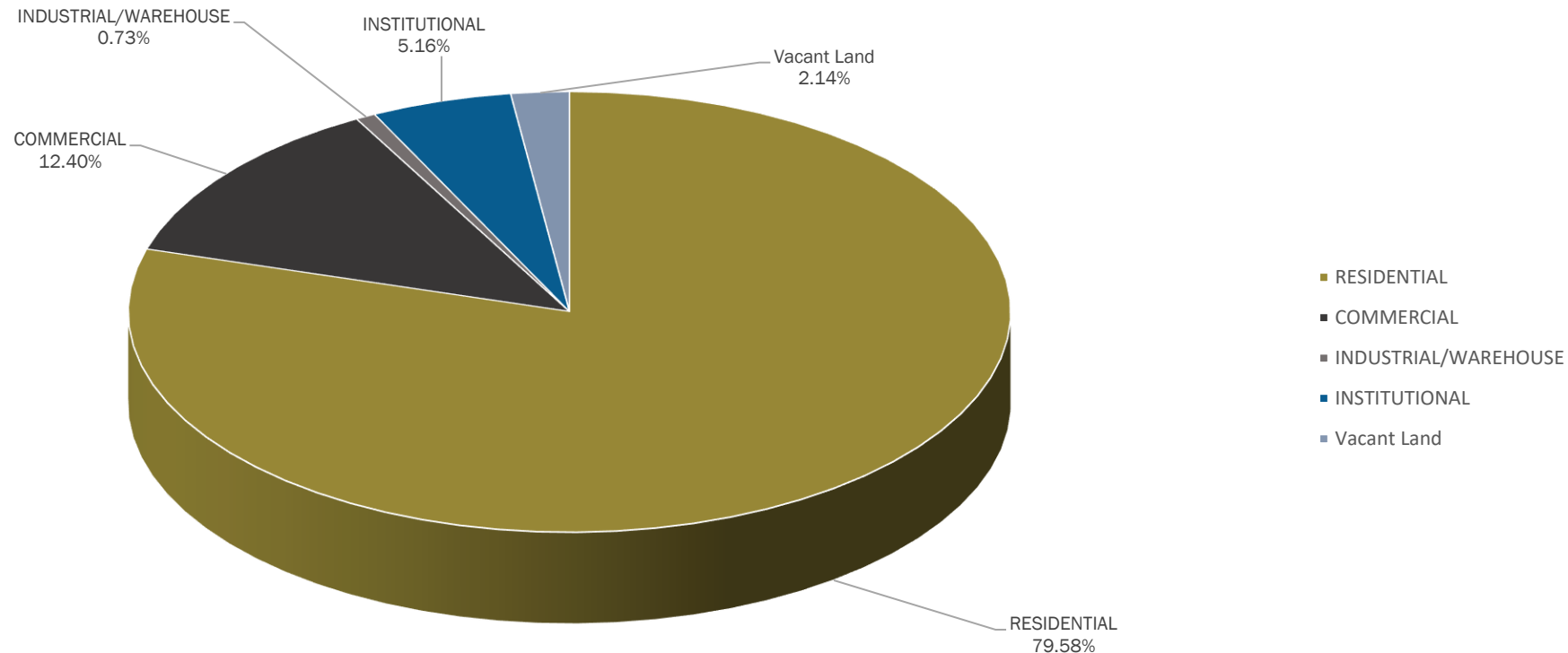
Cost Apportionment Based on Historical Demand for Fire Services

Calendar Years 2019, 2020, 2021



GOVERNMENT SERVICES GROUP, INC.

**Dundee Fire Call Data
Calendar Years 2019, 2020, 2021**



Parcel Apportionment



GOVERNMENT SERVICES GROUP, INC.

Category	Parcel Apportionment
Residential	Dwelling Unit
Non-Residential	
Commercial	
Industrial/Warehouse	Square Footage (capped at 52,500 sq. ft.)*
Institutional	
Vacant Land	Parcel

* There are 6 buildings that exceed the cap.

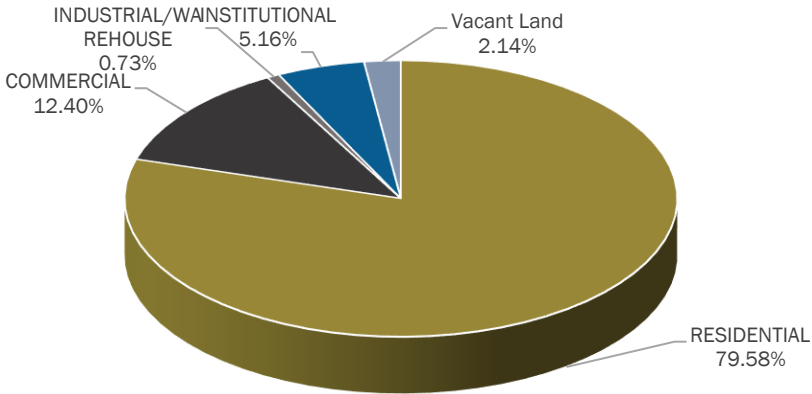
Assessment Rate Calculations

Based on 100% of 5-Year Average Assessable Budget



GOVERNMENT SERVICES GROUP, INC.

Category	# Calls	Percentage Calls	Percentage of 5-Year Average Budget	Billing Units	Per Unit Rate
Residential	1528	79.58%	\$829,787	2,010	\$413.00
Commercial	238	12.40%	\$129,247	478,404	\$0.28
Industrial/Warehouse	14	0.73%	\$7,603	746,719	\$0.02
Institutional	99	5.16%	\$53,762	506,171	\$0.11
Land	41	2.14%	\$22,265	655	\$13.00
Total	1,920	100%	\$1,042,664		



Rate Scenarios

Rate Category	100% Enhanced Services	100% Status Quo	36.25%	24%
Residential	\$413.00	\$277.00	\$150.00	\$100.00
Commercial	\$0.28	\$0.19	\$0.10	\$0.07
Industrial/Warehouse	\$0.02	\$0.01	\$0.01	\$0.01
Institutional	\$0.11	\$0.08	\$0.04	\$0.03
Land	\$35.00	\$23.00	\$13.00	\$9.00
Estimated Gross Revenue	\$1,042,664	\$698,531	\$377,966	\$250,239
Estimated Buy-down	\$72,677	\$51,751	\$26,594	\$19,799
Government Buy-down	\$53,633	\$38,279	\$19,627	\$14,688
Institutional Tax-Exempt Buy-down	\$14,038	\$10,138	\$5,108	\$3,823
Ag Land Exemption	\$5,005	\$3,289	\$1,859	\$1,287
Estimated Net Revenue	\$969,987	\$648,780	\$351,372	\$230,440

Implementation Schedule



GOVERNMENT SERVICES GROUP, INC.

Event	Data
First Reading of Ordinance	June 14, 2022
Advertise Public Hearing on Ordinance (10 days prior to public hearing)	By June 17, 2022
TRIM test file	June 20, 2022
Adopt Ordinance	June 28, 2022
Adopt Initial Assessment Resolution	June 28, 2022
Submit Fire Assessment Roll to Property Appraiser for inclusion on TRIM notice	By July 15, 2022
TRIM Notices Mailed (at least 20 days prior to public hearing)	August 17, 2022
Advertise Notice of Public Hearing on Final Assessment Resolution (at least 20 days prior to public hearing)	By August 17, 2022
Adopt Final Assessment Resolution (specially set)	September 7-14, 2022
Certify Fire Assessment Roll to Tax Collector	By September 15, 2022
Tax Bills Mailed with City's Fire Assessment Charge	November 2022

- Notice to Proceed with Implementation
 - Rates
- Exemption Policy
 - Government Parcels
 - Institutional Tax-Exempt Parcels
- Other Issues

DUNDEE TOWN COMMISSION MEETING

MAY 24, 2022

AGENDA ITEM 13: DISCUSSION & ACTION- 4th of JULY CELEBRATION TEMPORARY ROAD CLOSURES

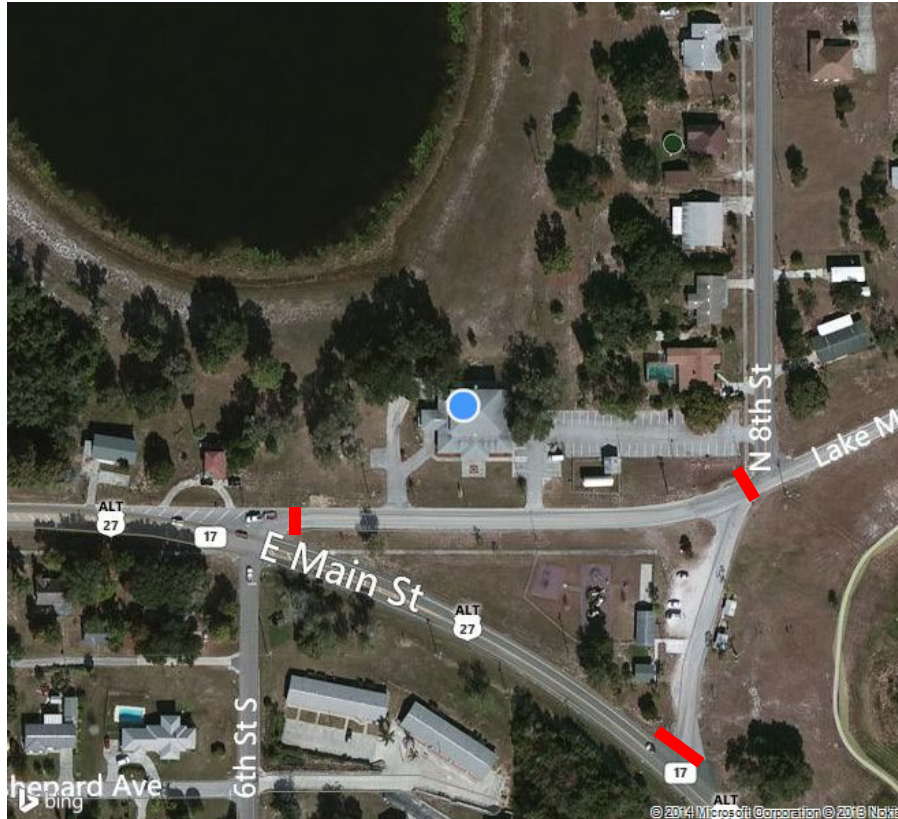
SUBJECT:

The Commission will consider a temporary street closure request of Lake Marie Drive for the 4th of July Celebration.

STAFF ANALYSIS:

Town Staff would like to request the closure of Lake Marie Drive and 8th Street on July 4, 2022, from 1:00 PM to 10:00 PM for the July 4th Celebration at Lake Marie

If granted, the Sheriff's Office and Dundee Fire Department will be advised of the temporary closing.



RECOMMENDATIONS:

Approval of the recommended road closures for the 4th of July celebration.

DUNDEE TOWN COMMISSION MEETING

MAY 24, 2022

AGENDA ITEM 14: DISCUSSION & ACTION, DUNDEE ON THE RIDGE COMMUNITY ACADEMY

SUBJECT:

Vice Mayor Richardson requested a discussion and action on the Dundee on The Ridge Community Academy.

STAFF ANALYSIS:

Vice Mayor Richardson has a desire to bring education on the functions and processes of the local and state government and to encourage the community to become involved in it.

Assistant Town Attorney Seth Claytor has volunteered his services to assist the Vice Mayor in developing the Dundee on the Ridge Community Academy.

Vice Mayor Richardson will share details of the academy.

ATTACHMENTS:

Dundee on the Ridge Community Academy Flyer

Dundee on the Ridge **COMMUNITY ACADEMY**



**MARY RICHARDSON
VICE MAYOR
TOWN OF DUNDEE**

Be the change

Get equipped with the knowledge and understanding to be the change you desire to see in your community

Get the Knowledge

It builds communities and great leaders

GOVERNMENT STRUCTURE



**The Town of
Dundee
Departments**



**Local
Government**



**State
Government**

PHONE:

863-224-0917

Email:

mrichardson@townofdundee.com

*Classes Starting
soon*



DUNDEE TOWN COMMISSION MEETING

MAY 24, 2022

AGENDA ITEM 15: DISCUSSION & ACTION – 2022 BUDGET WORKSHOP PROPOSED DATES

SUBJECT:

The Commission will consider the budget workshop dates for 2022.

STAFF ANALYSIS:

Town Staff is recommending the following dates for the 2022 Budget Workshops:

- Tuesday, June 28th, 5:30 pm – 6:15 pm- prior to the Commission meeting
- Thursday, July 7th, 5:30 pm – 6:15 pm / 6:30 pm – 7:15 pm
- Tuesday, July 12th, 5:30 pm – 6:15 pm- prior to the Commission meeting
- Thursday, July 14th, 5:30 pm – 6:15 pm / 6:30 pm – 7:15 pm
- Tuesday, July 19th, 5:30 pm – 6:15 pm / 6:30 pm – 7:15 pm
- Tuesday, July 26th, 5:30 pm – 6:15 pm- prior to the Commission meeting

STAFF RECOMMENDATION:

Approval of recommended dates.

ATTACHMENTS:

None