

ORDINANCE NO. 22-17

AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM 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 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; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Thomas Thayer (the "Applicant") requests a change of zoning from Moderate Density Single Family Residential (RSF-2) and lake to Planned Unit Development-Residential 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; and

WHEREAS, the Planned Unit Development Process (updated through Ordinance 13-09) establishes five Planned Unit Development Districts, including Planned Unit Development-Residential (PUD-R); and

WHEREAS, the proposed Master Development Plan, which is known as the Valencia Ridge Reserve, is consistent with the Future Land Use Element of the Dundee Comprehensive Plan; and

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

WHEREAS, on April 21, 2021, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on April 21, 2022, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

WHEREAS, on April 21, 2022, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the rezoning as set forth in this Ordinance to the Town Commission; and

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

WHEREAS, in exercise of its authority, the Town Commission of the Town of Dundee has determined it necessary to amend the Official Zoning Map to change the Town zoning classifications assigned to this property, adopt the Master Development Plan and associated conditions.

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

Section 1. The official zoning map of the Town of Dundee is amended so as to change the Town zoning classifications 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, as shown in Exhibit "A".

Section 2. All property located within the Valencia Ridge Reserve PUD property is hereby zoned Planned Unit Development-Residential (PUD-R) Zoning District and the provisions of the Land Development Code, and special conditions attached hereto shall govern further public review and development of the property within this District.

Section 3. The Master Development Plan (MDP) for this Planned Unit Development attached hereto as Exhibit "B" is approved in accordance with Article 7.09.03 of the Unified Land Development Code of the Town of Dundee for the total property known as the Valencia Ridge Reserve PUD, including development requirements attached hereto as Exhibit "C" and additional special conditions attached hereto as Exhibit "D" and made a part hereof.

Section 4. Repealing. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Codification. This Ordinance shall not be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this enacting ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

Section 7. Administrative Correction of Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 8. Effective Date. The effective date of this ordinance shall be immediately upon passage on second reading.

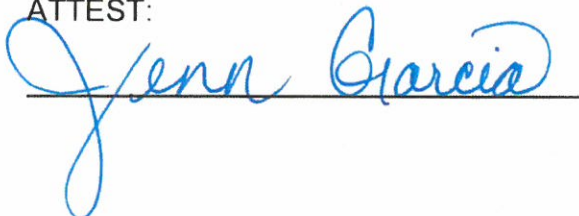
INTRODUCED on first reading this 28th day of June, 2022.

PASSED on second reading this 12th day of July, 2022.

TOWN OF DUNDEE, FLORIDA


Mayor- Sam Pennant

ATTEST:

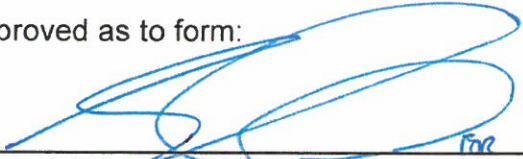

Jenn Garcia

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Town Clerk – Jenn Garcia

Approved as to form:



Town Attorney - Frederick J. Murphy, Jr.

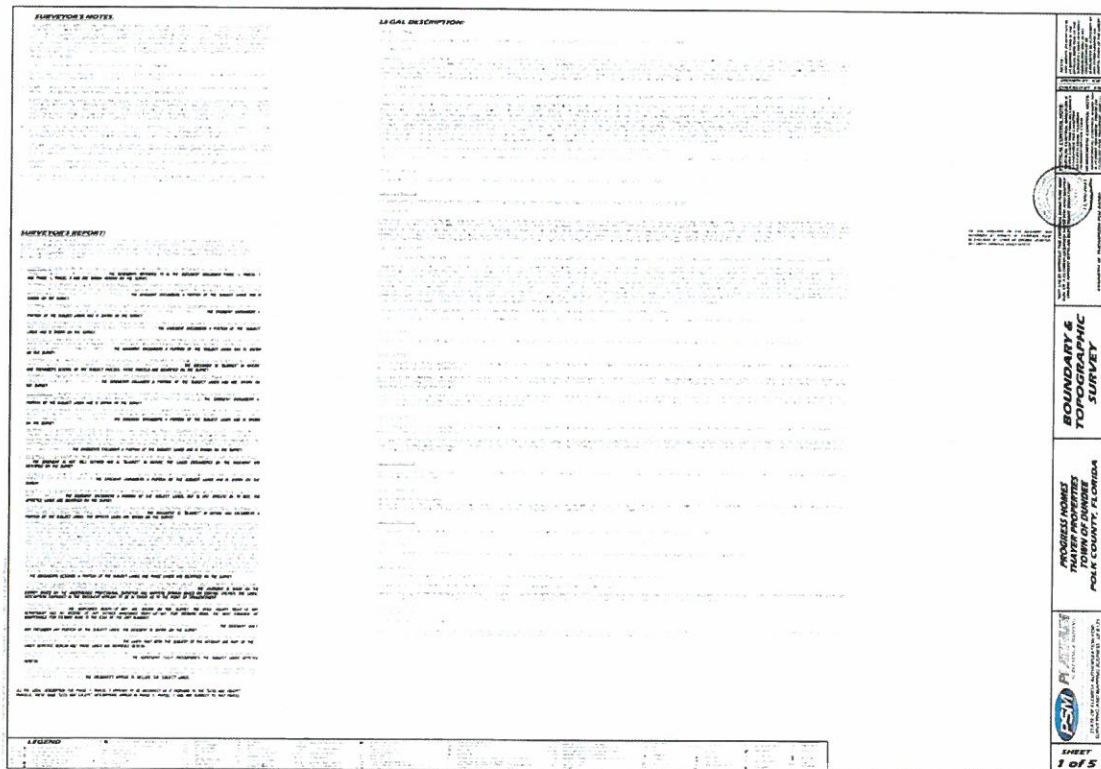
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Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
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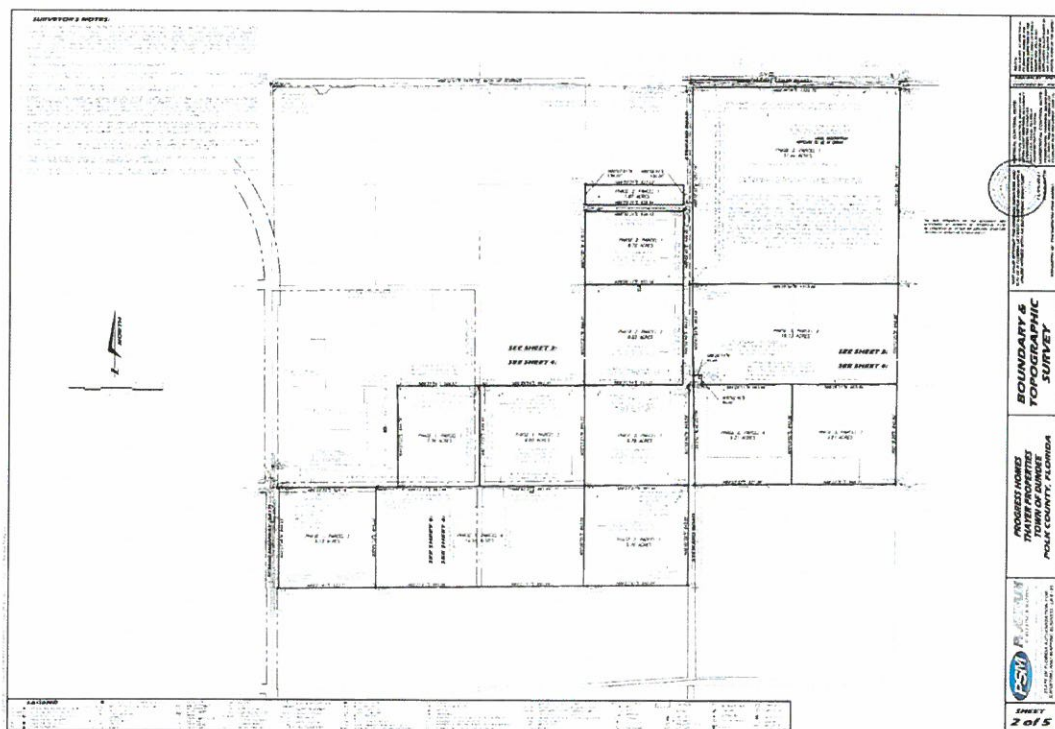
The parcels listed below and illustrated on the map on the following five pages.

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.

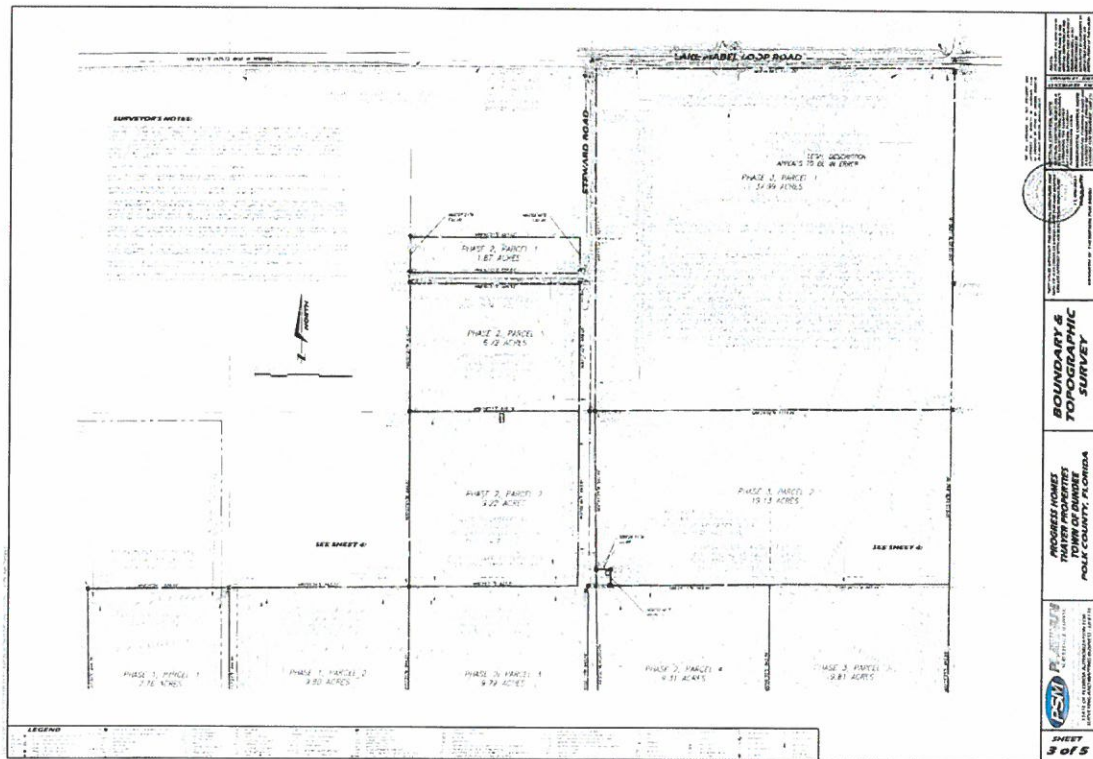
Legal Description and Excerpt from the Official Zoning Map
Page 2 of 6



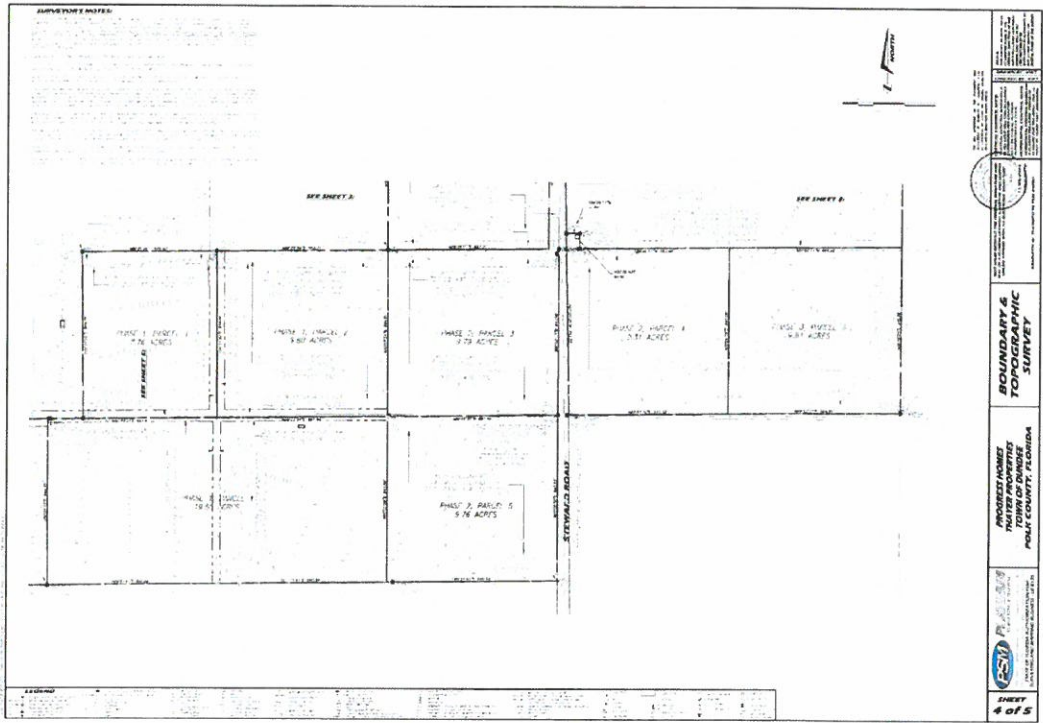
Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
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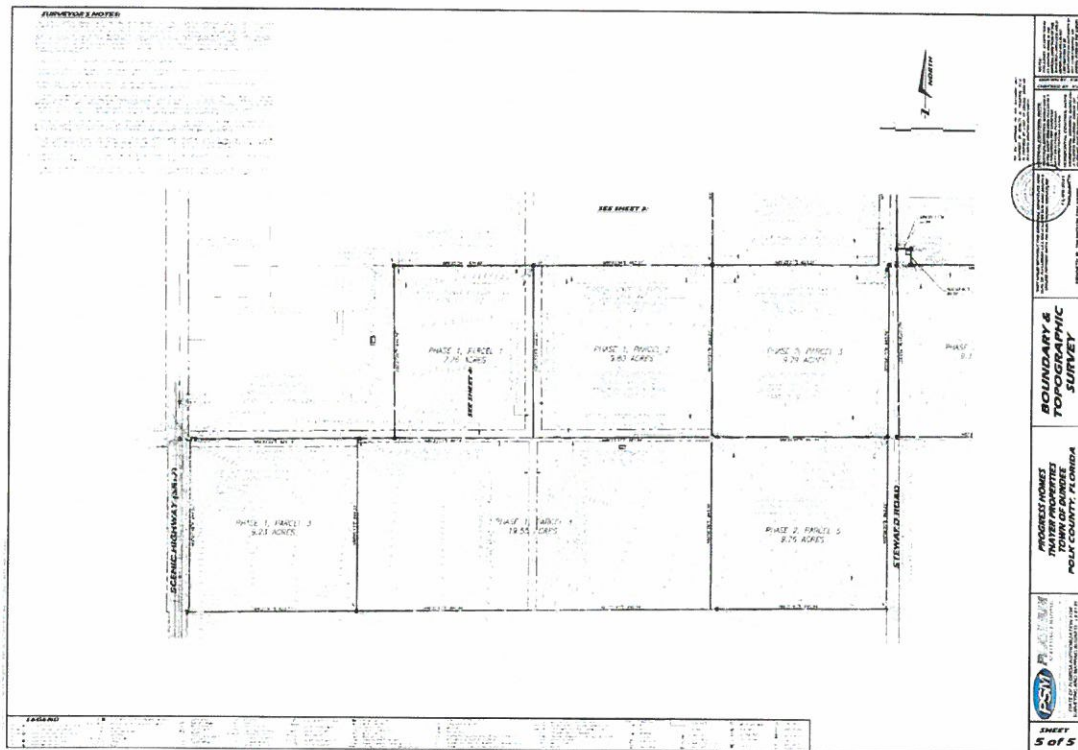
Legal Description and Excerpt from the Official Zoning Map
Page 4 of 6



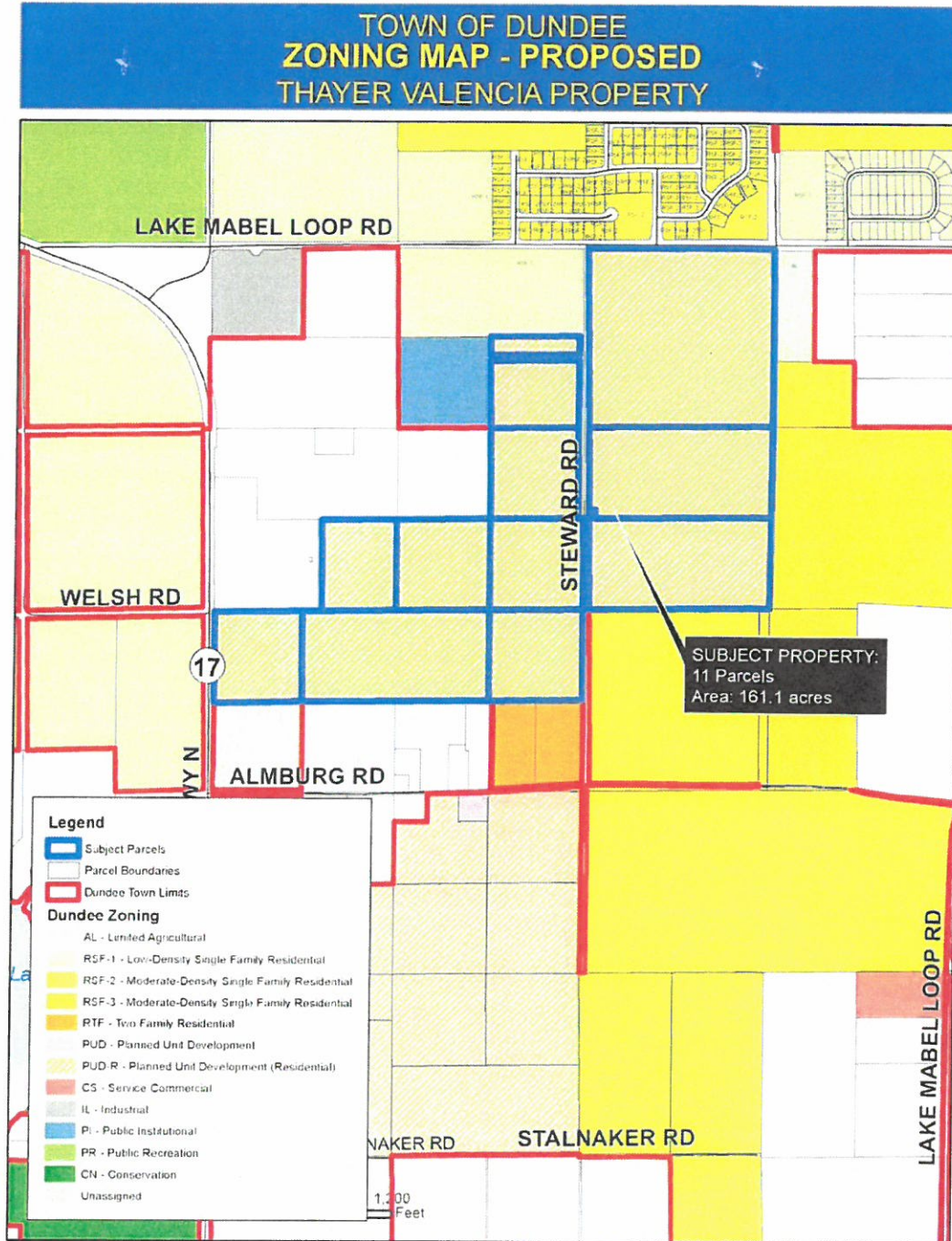
Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 5 of 6



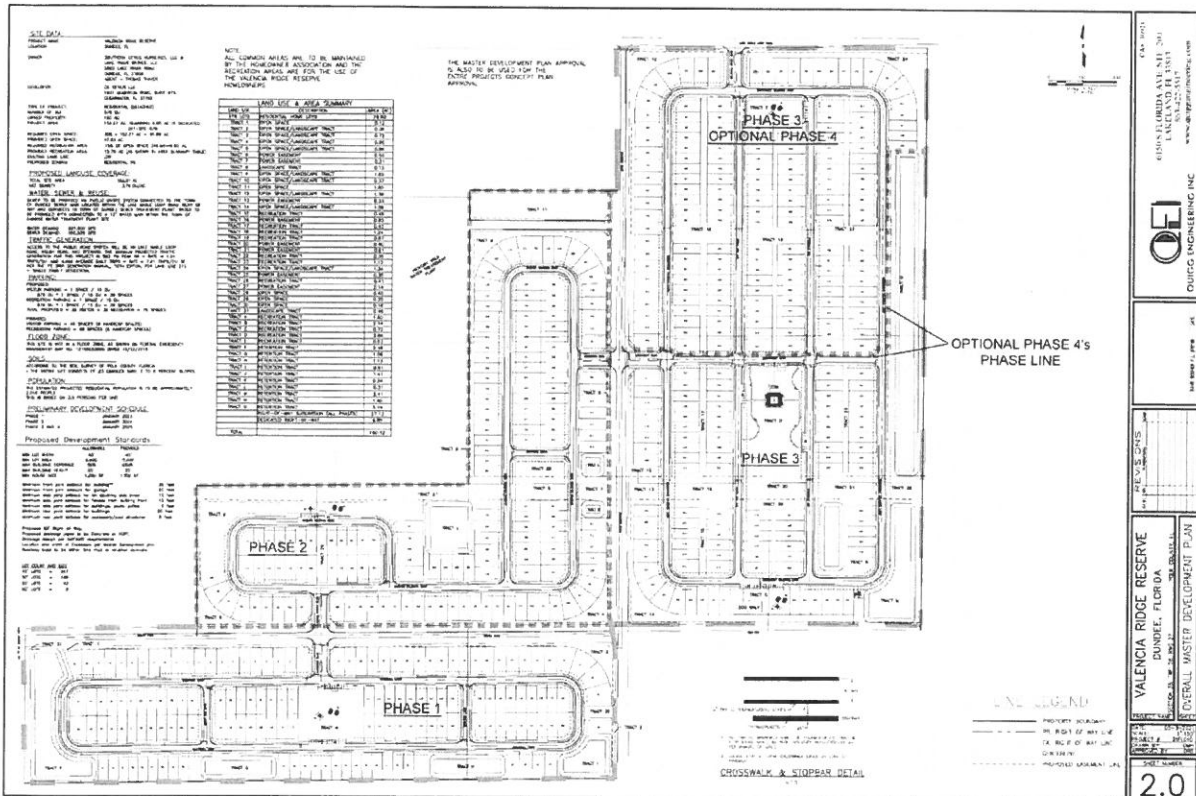
Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 6 of 6



Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
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Composite Exhibit "B"
Ordinance 22-17
Valencia Ridge Reserve Master Development Plan



Ordinance 22-17
Exhibit "C"
Valencia Ridge Reserve PUD Development Requirements
Page 1 of 3

1. The Valencia Ridge Reserve Planned Unit Development shall consist of up to 576 dwelling units that meet the following requirements for single-family lots.

Lot Width	Setbacks*					Min. Lot Size	Min. Home Size	Max. Building Height	Max. Lot Coverage	Unit Mix
	Front	Garage	Rear	Side	Corner					
45'	20'	25'	20'	6'	15'	5,400	1,200	35'	50%	357
50'	20'	25'	20'	6'	15'	5,400	1,200	35'	50%	148
55'	20'	25'	20'	6'	15'	5,400	1,200	35'	50%	63
60'	20'	25'	20'	6'	15'	5,400	1,200	35'	50%	8

* Minimum side yard setback for buildings, pools, and patios is 6 feet
Minimum rear yard setback for accessory/pool structures is 5 feet

2. The Developer has proposed a phasing of development for the Valencia Ridge Reserve Planned Unit Development (the "Development"). Pursuant to the Town of Dundee Land Development Code (the "LDC"), the Development shall be phased in order to match the availability of capacity with the timing of each phase of the Development. Pursuant to Section 7.09.00 of the LDC, the phasing of the Development, as conceptually shown by the Valencia Ridge Reserve Master Development Plan (the "MDP") which is attached to Ordinance No. 22-17 as Exhibit "B", establishes the proposed phases, neighborhoods and overall development concept.
3. Pursuant to Section 7.09.05 of the LDC, the developer shall submit a construction schedule for the Development; submit subdivision development plans for each phase of the Development; and, as part of the subdivision development plan review and approval for each phase of the Development, the specific unit count and/or lot lay out of each phase and/or neighborhood within the Development shall be specifically identified.
4. The Development shall be subject to reasonable conditions which may include, but shall not be limited to, a recordable agreement which sets forth in detail the terms and conditions under which the Town of Dundee will provide utility service(s) to the Development if, in the opinion of the Town of Dundee, such an agreement is necessary to facilitate the construction and extension of the Town's utilities. Such reasonable conditions are necessary to ensure consistency and conformance with the Town of Dundee Comprehensive Plan and compliance with the regulations and development standards set forth by the LDC.

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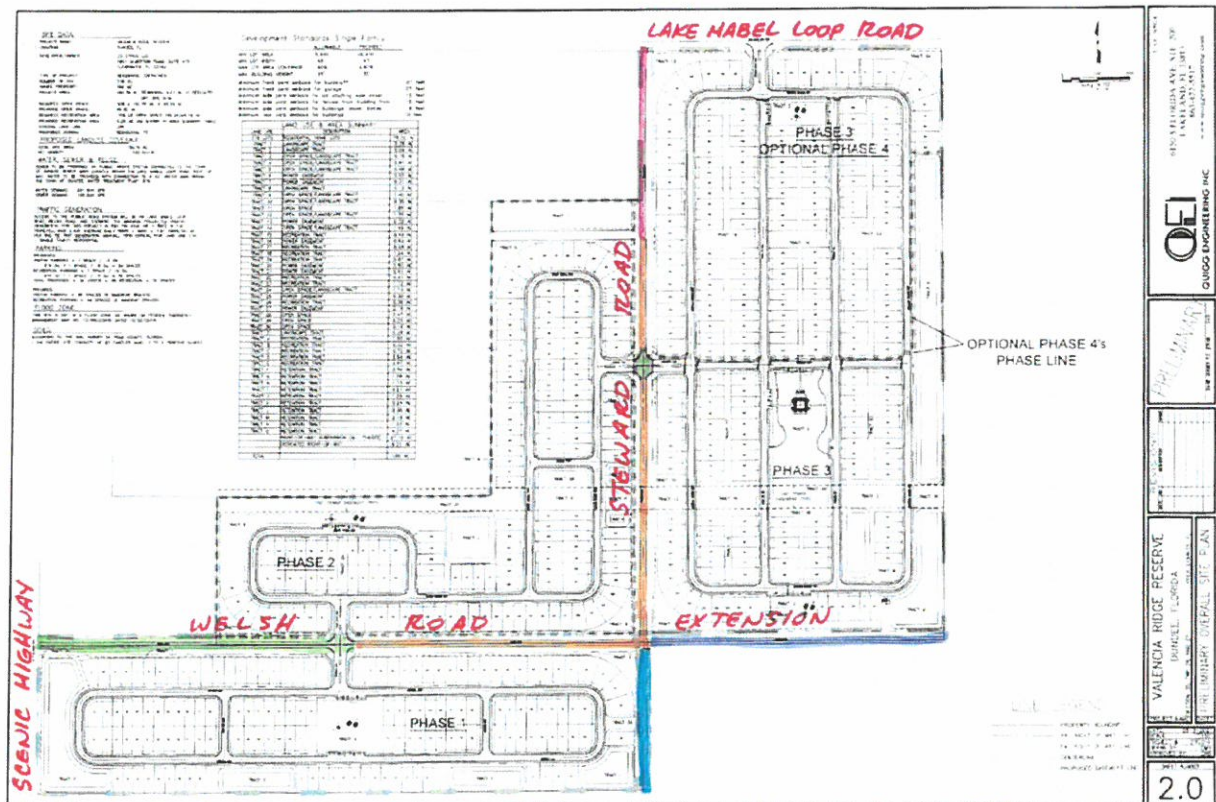
Exhibit "C"

Valencia Ridge Reserve PUD Development Requirements

Page 2 of 3

5. To avoid repetitive design, single-family homes shall not utilize the same building elevation, façade materials, or color scheme within three single-family lots of each other on the same side of the street.
6. Unless otherwise set forth in writing and agreed to by both the developer and Town of Dundee, in a recordable agreement binding upon all successors and assigns, all roads, drainage, and utility facilities needed to support all phases of the Development shall be completed and available for use prior to the issuance of any building permit(s).
7. No more than half the lots in a phase shall receive a Certificate of Occupancy prior to the Developer completing the construction of each amenity center and/or active recreation facility identified in each phase.
8. All internal and perimeter roads which includes, but shall not be limited to, Lake Mabel Loop Road, Steward Road, and the Welsh Road Extension shall be shown to have adequate rights-of-way and/or land shall be dedicated to meet the standards set forth by the Town of Dundee Land Development Code and/or Code of Ordinances; and all substandard roads shall be completed, inspected, approved and accepted in a manner as determined by the Town as part of the development of the project.

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Exhibit "C"
Valencia Ridge Reserve PUD Development Requirements
Page 3 of 3



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Exhibit "D"

Valencia Ridge Reserve PUD Special Conditions

1. The applicant/developer shall pay all costs associated with constructing the utility system extension(s) necessary to connect to and obtain water and wastewater service to the site. The completed improvements shall be completed, inspected, approved and accepted in a manner as determined by the Town.
2. All agricultural wells and associated water capacity shall be dedicated and/or conveyed to the Town of Dundee at the time development commences for each phase of the Development. The developer shall cooperate with the Town regarding any related regulatory approvals required by such a dedication and/or conveyance. In the event the Town receives a credit towards its WUP for the closure of said agricultural well(s), the Town and developer shall enter into a separate written agreement for the reservation of capacity commensurate with, but not to exceed, the amount of said credit received by the Town.
3. The MDP (see Exhibit "B" attached to the Ordinance) shall serve as the Concept Plan for the proposed subdivision. Upon approval of the MDP, the developer shall have twelve (12) months to begin construction of the required improvements. If construction does not commence within the initial twelve (12) month time period provided, the developer may request an extension for an additional six (6) months by providing written notice to the Development Director no later than thirty (30) days prior to the expiration the initial twelve (12) month time period. In the event the developer has attempted in good faith to commence construction activity(ies) and, due to circumstances beyond its control, construction activity(ies) related to the required improvements have not commenced within time period(s) provided for in this Paragraph, the developer may request and the Development Director may, in his or her sole discretion, grant an additional six (6) month extension of time. If the time set forth herein lapses, the MDP shall become subject to any changes in the Town's rules and/or regulations.
4. Any approval of the MDP, concept plan, preliminary subdivision plan, certified subdivision plan, and/or the Town's acceptance of an application for final plat or final site development plan approval shall not create any reservation of capacity or network capacity, shall not constitute a commitment on behalf of the Town to provide service(s), shall not constitute an acceptance of improvements or dedications, and shall not constitute an approval of the final site development plan.
5. At time of Preliminary Subdivision Plan, the applicant shall complete environmental studies which include, but shall not be limited to, studies specifically related to sand skinks and gopher tortoises.

6. The Development shall include appropriate and compliant bus stop location(s) for each phase and/or neighborhood for school children.
7. Pursuant to Section 7.09.01(D)(5) of the LDC, the developer shall be required to complete a transportation analysis/study; and, for each successive phase of the Development, the developer shall be required to update the transportation analysis/study as determined by the Town. The developer shall implement project related transportation improvements consistent with the requirements of Florida Statutes, the LDC, and/or any other applicable laws, ordinances, and Town established adequacy determinations.
8. Subject to applicable Florida law and the LDC, the developer and Town may enter into an agreement in order to ensure: (i) the performance of the conditions set forth herein; (ii) the necessary public facilities and services will be in place with the impacts of each phase of the development; and (iii) the necessary improvements proportional to the share of additional capacity resulting from the development are constructed and funded.
9. All internal road rights-of-way shall be at a minimum 50' and shall be constructed in accordance with the requirements set forth by the LDC and/or any other applicable code and/or standards as determined by the Town.
10. In addition to any requirement set forth by the LDCs, Final Subdivision Plat approval shall be contingent upon the developer (a) filing with the Department of State the bylaws and articles of incorporation for the applicable Homeowners Association; (b) when the construction of the necessary infrastructure and/or improvements are not complete and accepted by the Town, a developer's agreement or development agreement has been approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (c) when approved by the Town, the developer has provided the Town with adequate performance security and adequate defect security pursuant to the terms and provisions of a developer's agreement or development agreement.
11. For purposes of this Ordinance, "adequate performance security" and "adequate defect security" shall mean, at a minimum, as follows:
 - (a) *Adequate performance security* shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat or final site development plan approval, as certified in writing by the engineer of record, subject to the approval by the Town's planning staff and the Town Engineer. No more than fifty percent (50%) of the value of the total required improvements for each phase of the Development shall be considered for bonding and/or letter of credit given hereunder. Subject to the terms of the applicable agreement,

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

- (b) *Adequate defect security* shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Development that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer's agreement or development agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable agreement.
12. No lot may be sold by the developer until all contingencies have been fulfilled. Upon recordation of the final plat or final site development plan, the developer may submit application(s) for building permits.

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EXHIBIT B

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

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

ORDINANCE NO. 24-09

INSTR # 2024211464
BK 13264 Pgs 0031-0044 PG(s)14
09/12/2024 01:27:34 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 120.50

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, ENACTING THE PENDING ORDINANCE DOCTRINE AND ESTABLISHING A MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR ANNEXATIONS, REZONINGS, BUILDING PERMITS, PLANNED DEVELOPMENTS, MASTER PLANNED COMMUNITIES, DEVELOPMENT ORDER(S), AND DEVELOPMENT PERMIT(S); PROVIDING EXEMPTIONS; PROVIDING FOR VESTED RIGHTS AND PROCEDURES; PROVIDING FOR THE INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, pursuant to Section 6.01.07.04 of the Town of Dundee Land Development Code (LDC), the Town is the sole provider of water utility service(s) within its Chapter 180, Florida Statutes, Utility Service Area (the "USA") and all new development is required to connect to the Town of Dundee Water System; and

WHEREAS, the Town of Dundee continues to experience substantial residential growth in a short time causing the addition of new residential annexations, land use modifications, rezonings, major Planned Unit Development (PUD) amendments, master planned communities, and conditional uses for residential development(s) over one (1) acre resulting in significant increased demand for Town-provided potable water; and

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers

and mandates the Town of Dundee, Florida, to plan for future development and growth and to adopt and amend comprehensive plans, or elements, or portions thereof, to guide the future growth and development of the Town; and

WHEREAS, on March 12, 2024, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the "Town Commission") approved RFQ 24-01 for municipal planning and revisioning services (the "RFQ"); and

WHEREAS, the RFQ authorized qualified consultants, pursuant to the *Master Continuing Professional Consulting Agreement For Professional Planning and Visioning Services* entered into between the Town and consultant(s), to assist the Town with amending its 2030 Comprehensive Plan, updating the Town of Dundee Land Development Code to implement any adopted comprehensive plan amendments, and assist the Town with planning for the impacts of unprecedented growth and new residential development(s); and

WHEREAS, due to the historically high number of proposed and/or approved new residential development projects within the boundaries of the Town, the Town is at and/or has exceeded its maximum allocable daily potable water capacity allowed under the Town's current consumptive water use permits (WUPs) issued by the Southwest Florida Water Management District (SWFWMD); and

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

WHEREAS, pursuant to the Interconnect Agreement and subject to availability, in order for the Town to meet its existing need for potable water, the City of Winter Haven agreed to provide **0.5 MGD** of potable water to the Town during the term of the Interconnect Agreement; and

WHEREAS, in accordance with the Interconnect Agreement, the Town engaged the Chastain-Skillman, Inc. engineering firm to prepare conceptual construction plans (the "Concept Plans") for the design and construction of the interconnect facilities which included, but were not limited to, the Town of Dundee Potable Water Main Interconnect Layout and Construction Plans for the Town of Dundee Potable Water Interconnect; and

WHEREAS, on September 27, 2023, the Town engaged CHA Consulting, Inc. ("CHA") for engineering services to evaluate the capacity of the high service pump station at the Town's Riner Water Treatment Plant for purposes of constructing the potable water interconnect with the City of Winter Haven and perform a comprehensive evaluation of the Town's water distribution network related to the Town's Riner Water Treatment Plant in order to identify and plan for improvements necessitated by and/or through concurrency management, substandard infrastructure, and new growth within the corporate limits of

the Town; and

WHEREAS, on February 27, 2024, at a duly noticed public meeting, the Town Commission passed and adopted Resolution No. 24-02 accepting and approving the CHA Memorandum Riner Water Treatment Plant Capacity Evaluation, dated January 9, 2024; and

WHEREAS, on June 25, 2024, at a duly noticed public meeting, the Town Commission considered and approved the *Interlocal Agreement For Potable Water and Wastewater Utility Services* for a proposed mobile home development (Cypress Creek Village Phase V) within the Town's municipal limits (the "Interlocal Agreement") between the Town and City of Winter Haven, Florida; and

WHEREAS, on the effective date of the Interlocal Agreement, the Town did not have sufficient allocable potable water capacity to provide the necessary potable water utility service(s) for the *Cypress Creek Village Phase V* development; and

WHEREAS, pursuant to the Interlocal Agreement, in order to ensure that utility facilities and service(s) needed to support the *Cypress Creek Village Phase V* development located within the Town's corporate limits are available, the City of Winter Haven agreed to provide extra-jurisdictional utility services for the *Cypress Creek Village Phase V* development; and

WHEREAS, SWFWMD regulates, through the issuance of a WUP, the amount of water the Town is permitted to provide to users of the Town's potable water supply; and

WHEREAS, the Town of Dundee has applied for an expansion of its public supply WUP and that application is under review by SWFWMD; and

WHEREAS, beginning in or about September 2022, the Town has processed and approved certain application(s) for development order(s) and/or development permit(s) which include, but are not limited to, conditional Certified Subdivision Plan (CSP) approvals for residential development(s); and

WHEREAS, pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the "Code") and Section 6.01.07.03 of the LDC, a *Concurrency Developer's Agreement* has been required as a condition of approval for any CSP in order to provide, at a minimum, as follows: (1) detail the Town's inability to currently provide allocable potable water capacity; (2) detail the necessary expansion of the Town's potable water treatment facilities in order to serve the proposed development; and (3) detail the terms and conditions under which the Town will provide potable water utility service(s); and

WHEREAS, the *Concurrency Developer's Agreement(s)* also clearly and unequivocally identifies that the Town does not presently have the necessary utility infrastructure, utility facilities, and/or allocable potable water capacity to serve the

proposed residential development and, for the purpose of providing a basis upon which a final plat may be considered for approval by the Town Commission, the conditional CSP approval will not be considered complete until the Town has the ability to provide allocable potable water capacity; and

WHEREAS, the Town has conditionally approved a CSP for approximately twelve (12) applicants and, in certain instances, entered into a Water Supply Allocation Agreement for the transfer of capacity associated with applicable agricultural wells associated with such proposed residential developments; and

WHEREAS, the purpose of this Ordinance is to place a temporary moratorium on accepting and processing applications for residential development orders and development permits for real property consisting of more than one (1) acre located within the corporate limits of the Town of Dundee, Florida; and

WHEREAS, the Town Commission hereby finds that the temporary moratorium imposed by this Ordinance is being imposed for a reasonable duration which is intended to give the Town a reasonable period of time to construct the interconnect and receive **0.5 MGD** of potable water from the City of Winter Haven, apply for and obtain the proper and necessary increases to the Town's public supply WUP including, but not limited to, the transfer of allocated capacity of certain agricultural wells and perhaps others not yet identified, and adopt and implement necessary amendments and/or revisions to various aspects of the 2030 Comprehensive Plan and LDC in order to accommodate the unprecedented residential growth and development within the corporate limits of the Town; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, hereby finds that the expected impacts of the unprecedented residential growth and development on public facilities and infrastructure necessary to serve such new residential development and maintain required levels of service may negatively affect the public health, safety, and welfare of the Town; and

WHEREAS, on August 26, 2024, pursuant to the requirements in Chapter 163 of the Florida Statutes, the Town's Planning & Zoning Board, sitting as the Town's Local Planning Agency at a duly advertised and noticed public meeting, conducted a public hearing on this Ordinance and, after considering all such comments and/or matters considered at said public hearing, voted to recommend approval of this Ordinance to the Town Commission; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, hereby finds that this Ordinance advances an important government purpose by preventing the demand for Town-provided potable water service to exceed the current allowable daily withdrawal limits authorized in its WUPs; and

WHEREAS, to the extent that this Ordinance is determined to substantially affect

the use of land located within the corporate limits of the Town under Florida common law, the Town Commission of the Town of Dundee, Florida, specifically finds that the Town issued all necessary or required statutory notices, held and duly convened all necessary or required public hearings, and complied with all necessary or required formalities for the adoption of an ordinance seeking to involuntarily zone or rezone property pursuant to the rule established in *Sanibel v. Buntrock*, 409 So. 2d 1073 (Fla. 2d DCA 1981) and Section 166.041(3)(c), Florida Statutes; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Ordinance No. 24-09 is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Ordinance No. 24-09 is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Factual Recitals.

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

Section 2. Authority.

This Ordinance is enacted pursuant to Chapter 163 of the Florida Statutes and the Town's home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution.

Section 3. Enactment of Pending Ordinance Doctrine.

From and after the effective date of this Ordinance, no development permit and/or development order shall be issued where an amendment to the Land Development Code of the Town of Dundee, Florida, is pending before the Town Commission, which amendment, if adopted, would make illegal the use authorized by the development permit and/or development order.

From and after the effective date of this Ordinance, a valid and current local development order shall be required prior to the issuance of any building permit to authorize development or a change of use. No development or change of use shall be made or continued without a lawful building permit; and no development permit shall be

issued where an amendment to the Land Development Code, Town of Dundee, Florida, is pending before the Town Commission or Planning and Zoning Board, which amendment, if adopted, would make nonconforming the development authorized by the development order and/or development permit.

Subject to applicable Florida law, an amendment to the Land Development Code, Town of Dundee, Florida, shall be considered "pending" within the meaning of this rule so long as there is active and documented efforts on the part of the Town which, in the normal course of municipal action, culminates in the requisite amendment to the Land Development Code; and, at a minimum, the Town Commission or Town Planning and Zoning Board must be aware of and have documented such efforts.

Section 4. Temporary Moratorium.

- (a) **Purpose.** The purpose of this temporary moratorium is to provide a reasonable period of time for the Town to construct a potable water interconnect, in accordance with the *Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, and The Town of Dundee, Florida*, and receive up to **0.5 MGD** of potable water from the City of Winter Haven; apply to SWFWMD for the transfer of potable water capacity from applicable agricultural wells including but not limited to those identified in Section 5 (e) of this Ordinance and obtain the proper and necessary increases to the Town's public supply WUP; and, pursuant to Section 163.3184, *Florida Statutes*, and applicable Florida law, adopt and implement necessary amendments and/or revisions to various aspects of the 2030 Comprehensive Plan and LDC in order to accommodate the unprecedented residential growth and development within the corporate limits of the Town.
- (b) **Moratorium.** Beginning on the effective date of this Ordinance, the moratorium shall continue for twelve (12) consecutive months.

The moratorium shall be imposed on the Town's consideration of applications for annexation(s), permit applications, planned developments, master planned communities, rezonings, special exceptions, and residential development permits and/or development orders as defined in §380.031, *Florida Statutes* (2024) (collectively hereinafter referred to as the "Applications"); and, during the pendency of the moratorium, the Town of Dundee shall not accept, review, or process any of the Applications.

No Applications (including applications that may have been submitted prior to July 23, 2024) for properties subject to the moratorium established herein may be processed by Town staff until the expiration and/or termination of this moratorium, unless provided for by this Ordinance.

The Applications for properties subject to the moratorium established herein

received by the Town on or before July 23, 2024, will be held in abeyance until the conclusion of the moratorium, unless provided for by this Ordinance.

- (c) **Expiration and/or Termination.** Subject to the *extension* provision(s) provided for below, the moratorium imposed by this Ordinance shall terminate upon the earliest of two (2) occurrences, as follows: (1) one (1) calendar year at 11:59 P.M. on the 365th day after the effective date of this Ordinance; or (2) a date before **September 9, 2025**, if provided for by Ordinance of the Town Commission of the Town of Dundee, Florida.
- (d) **Extension.** The provisions of this Ordinance may be extended once by ordinance for a period of not more than twelve (12) additional months, upon a finding by the Town Commission following a public hearing/public comment that good cause exists and an extension would be in the best interests of the citizens and residents of the Town of Dundee, Florida.

Section 5. Exemptions. Exemptions from this Ordinance are, as follows:

(a) Subject to Sections 7.02.03 and 6.01.00 of the LDC, upon confirmation that a satisfactory concurrency evaluation has been performed, the moratorium imposed by this Ordinance shall not apply to any development permit and/or development order, as the terms are defined in §380.031, Florida Statutes (2024), on and/or for real property consisting of one (1) acre or less.

(b) The moratorium shall not include building permits that are issued by the Town for interior remodeling, maintenance, repair(s), reroofing, and/or health and safety improvements on lawfully existing structures.

(c) The moratorium shall not apply to building permits for the demolition and/or replacement of lawfully existing structures which pose a life, health, and safety hazard, so long as the structure, once replaced, complies with all applicable provision(s) of the Town's LDC, Code of Ordinances, and 2030 Comprehensive Plan. For purposes of this exception, any application(s) for local building permit(s) for the replacement of a lawfully existing structure shall include a written certification from a professional engineer registered and licensed in the State of Florida as being necessary to correct and/or remedy the structural deficiencies which pose a threat to the life, health, safety and general welfare of the public.

(d) Upon written confirmation from Town staff that, pursuant to Sections 7.02.03 and 6.01.00 of the LDC, a satisfactory concurrency evaluation has been performed, the following residential developments are specifically and conditionally exempt from this Ordinance, as follows:

- (i) *Seasons at Bella Vista*;
- (ii) *Crystal Lake Preserve*;
- (iii) *Landings at Lake Mabel Loop*;

- (iv) *Reserve at Dundee Lakes (up to limit of 306 ERCs);*
- (v) *Seasons at Hilltop;*
- (vi) *Shores at Lake Dell;*
- (vii) *Sol Vista; and*
- (viii) *Cypress Creek Village Phase V.*

(e) Upon written confirmation from Town staff that, pursuant to Florida law and applicable provision(s) of the LDC, the Town has received a credit and/or increase to its public supply WUP from SWFWMD arising out of the transfer of agricultural wells pursuant to and/or in accordance with a Concurrency Developer's Agreement and/or Water Supply Allocation Agreement, the transferor thereof shall be specifically and conditionally exempt and only to the extent of such credit and/or increase actually credited to the Town's public supply WUP. For purposes of this exemption, the potable water capacity credited to or causing an increase in the Town's public supply WUP by SWFWMD for each agricultural well transferred pursuant to a Concurrency Developer's Agreement and/or Water Supply Allocation Agreement shall, to the extent of such credit and/or increase provided, be specifically and conditionally exempt from this Ordinance and reserved for certain residential development(s) which include, but are not limited to, the following:

- (i) *Woodland Ranch Phase(s) 1, 2 & 3;*
- (ii) *Alford Ridge;*
- (iii) *Reserve at Dundee Lakes (Remaining Phases);*
- (iv) *Landings at Lake Trask Phases 1 & 2;*
- (v) *Legacy Hills Phases 1 & 2;*
- (vi) *Valencia Ridge Reserve;*
- (vii) *Weiberg West Development;*
- (viii) *Estes Planned Unit Development; and*
- (ix) *Vista Del Lago Phase 4.*

(f) The moratorium imposed by this Ordinance shall not apply to any vested right and/or vested status as provided for by this Ordinance.

(g) The moratorium shall not apply to the Town's acceptance of a petition for the establishment of a Community Development District (CDD), which is a local unit of special-purpose government, created pursuant to chapter 190, Florida Statutes. In the event a petition for the establishment of a CDD includes any other matter(s) which are the subject of the moratorium, this exception shall not prevent the abeyance of the subject petition until the termination of the moratorium.

(h) The moratorium imposed by this Ordinance shall not apply to any development in the General Retail Commercial (CC), Highway Commercial (CH), and Service Commercial (CS) Zoning Districts within the Town and all such developments shall be otherwise subject to applicable laws, Code of Ordinances, LDC's and/or other applicable rules and regulations for such development.

(i) The Town Commission may authorize exception(s) to the moratorium imposed by this Ordinance when it finds, based upon competent substantial evidence presented at a duly noticed public meeting, that the deferral of action and/or issuance on an application for a development order and/or development permit for the duration of the moratorium imposes an extraordinary hardship. For purposes of requesting a hardship exception, the owner shall request a determination in the same form and manner provided for in **Section 6** of this Ordinance.

In reviewing an application for an exception based upon a claim of extraordinary hardship, the Town Commission shall consider all competent substantial evidence and relevant testimony which includes, but is not limited to, the following:

- (i) Prior to July 23, 2024 (date established by pending ordinance doctrine), the extent to which the owner had received permit(s) and/or approvals from the Town.
- (ii) Prior to July 23, 2024, whether the owner had entered into any contractual commitments in reliance upon the permit(s) and/or approval(s) issued by the Town.
- (iii) Prior to July 23, 2024, whether the owner has made a substantial made a substantial expenditure in *good faith* reliance upon the permit(s) and/or approval(s) issued by the Town.
- (iv) Prior to July 23, 2024, in *good faith* reliance upon the permit(s) and/or approval(s) issued by the Town, the owner has incurred financial obligation(s) to a lending institution which cannot be met unless the subject development proceeds (i.e., owner exhausted all available alternatives).
- (v) Whether the moratorium exposes the owner to substantial monetary liability to third-parties, results in the owner's inability to earn a reasonable investment-backed expectation on and/or for the subject real property.

Section 6. Vested Rights and Quasi-Judicial Review Procedures.

- (a) Owner(s) of real property located within the corporate limits of the Town or an authorized agent of the owner(s) may request a vested rights determination by paying an application fee, provided hereunder, and filing a technically complete application with the Town's Chief Administrative Officer or designee.
- (b) The application form shall, at a minimum, contain the following information:

- (i) The name and address of the applicant(s), who must be the owner(s) of the subject parcel(s) or real property, or an agent expressly authorized to apply on behalf of the owner(s).
- (ii) A legal description, current tax parcel identification number and survey or a sketch of the real property that is the subject of the application.
- (iii) The name and address of each owner of the parcel(s) or real property.
- (iv) Any approved site plan, approved Certified Subdivision Plan, or plat that is applicable to the real property.
- (v) Identify with particularity with specific reference to any ordinance, resolution, or other action of the Town of Dundee or failure to act by the Town of Dundee, any statute or other general law, upon which the applicant relied and which the applicant believes supports the applicant's position that a development order and/or development permit should be issued during the moratorium.
- (vi) A statement of fact that the applicant intends to prove or demonstrate, in support of the application that a vested right exists which warrants the issuance of a development order and/or development permit during the moratorium.

The application shall fully articulate the legal basis for being issued a development order and/or development permit notwithstanding the moratorium.

- (c) The applicant shall provide a sworn statement, executed by all owners of the real property at issue or an authorized agent averring that all factual information set forth in the application is true and accurate.
- (d) The Town's Chief Administrative Officer or designee shall screen each application to determine whether the application is technically complete, as set forth herein. No screening shall take place until an applicant has paid an application processing fee of \$760.81.

The sufficiency determination shall be made within fourteen (14) calendar days after receipt of the application. If not technically complete, the application shall be returned to the applicant with written notification identifying the deficiencies in the application and the applicant shall be granted fourteen (14) additional calendar days to complete a technically sufficient application. If a response is not submitted to the Town's Chief Administrative Officer or designee within the time specified in this subsection, the application shall be deemed abandoned.

- (e) Upon the Town's Chief Administrative Officer or designee's acceptance of a technically complete application, for which the application fee has been submitted and paid, the Town Commission shall review the application, hold a public hearing, and make a final determination within forty-five (45) calendar days as to whether or not it has been clearly and convincingly demonstrated that the real property at issue has a vested right and/or vested status and therefore should be issued a development order and/or development permit for new residential development notwithstanding this moratorium.
- (f) Within seven (7) calendar days after making a final determination of vested rights status, the Town Commission shall provide the applicant with a written order, notifying the applicant of the determination of vested rights status. Notwithstanding the moratorium, if the Town Commission determines that a vested right and/or vested status exists, and all other applicable provisions of the Code of Ordinances, LDC, and 2030 Comprehensive Plan have been met, then a development order and/or development permit for the new residential development shall issue and the applicant shall have the right to rely upon such written notification that the real property is vested. The Town Commission's written notification shall be final and not subject to further appeal to the Town, revocation, or modification.
- (g) The public hearing on the application for vested rights shall be a quasi-judicial hearing before the Town Commission. The applicant shall present all the applicant's evidence in support of the application. The technical Florida Rules of Evidence shall not apply to the hearing, but basic notions of due process will be observed, and all testimony of witnesses shall be given under oath.
- (h) The Town Commission's decision to grant vested rights status shall be based on common law criteria for vested rights determinations which includes, but shall not be limited to, the following:
 - 1. Evidence that warrants a finding that this Ordinance has denied the owner(s) of beneficial use of the subject property in violation of State and Federal Constitutions; or
 - 2. Owner has relied in good faith upon the act or omission of the Town;
 - 3. Owner has made a substantial change in position or incurred extensive obligations and expenses; and
 - 4. Owner(s) change in position results in a highly inequitable and unjust deprivation of the right(s) that the owner acquired.
- (i) The Town Commission's decision to grant vested rights status shall be final.

- (j) Any property expressly exempt from this moratorium, as set forth in Section 5(b)-(c) is presumptively vested for purposes of this Ordinance and shall not be required to file an application under this Section.

Section 7. Conflicts. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the 2030 Comprehensive Plan of the Town of Dundee, unless such repeal is explicitly set forth herein.

Section 8. Severability. The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Ordinance shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 9. Administrative Correction of Scrivener's Errors and Codification. It is the intention of the Town Commission that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code of Ordinances of the Town of Dundee is accomplished, sections of this Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 10. Codification. It is the intention of the Town Commission of the Town of Dundee that Section 3 of this Ordinance incorporated herein shall become and be made a part of the Code of Ordinances, Town of Dundee, Florida.

Section 11. Business Impact Estimate.

On October 1, 2023, Senate Bill 170 ("SB 170"), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance. Section 166.041(4)(c)1, as amended, provided that municipal ordinances enacted to implement Part II of Chapter 163, Florida Statutes, were not subject to the *business impact estimate* requirement.

On October 1, 2024, Senate Bill 1628 ("SB 1628"), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023), by creating express exclusion(s) for *development orders* and *development permits*, as defined by Section 163.3164, Florida Statutes (2023).

In this instance, this Ordinance is enacted and is necessary to implement the issuance of *development orders* and/or *development permits* (as defined by §163.3164, Florida Statutes). As such, pursuant to applicable Florida law, this Ordinance is exempt and does not require a business impact estimate

Section 12. Effective Date. This Ordinance shall take effect immediately upon its adoption.

INTRODUCED AND PASSED, on First Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 29th day of August, 2024.

PASSED AND DULY ADOPTED, on Second Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 10th day of September, 2024.

TOWN OF DUNDEE


MAYOR – Sam Pennant

Attest:


TOWN CLERK – Lita O'Neill

Approved as to Form:



TOWN ATTORNEY, Frederick J. Murphy, Jr.



EXHIBIT C

Landmark Engineering Group, Inc.

FEB 12 2025

Letter of Transmittal

TO:	Town Of Dundee
Attention:	Brenda Carter
Regarding:	Valencia Ridge Reserve
Date:	02/11/2025
Job Number:	21FL010

We are sending you: Hand Deliver the following items:

- | | | | |
|-------------------------------------|----------|--------------------------|------------------|
| <input checked="" type="checkbox"/> | Attached | <input type="checkbox"/> | Shop Drawings |
| <input type="checkbox"/> | Prints | <input type="checkbox"/> | Specifications |
| <input type="checkbox"/> | Plans | <input type="checkbox"/> | Copy of a Letter |
| <input type="checkbox"/> | Samples | <input type="checkbox"/> | Other |

Copies	Description
1	Hardship Application
1	Narrative w/backup
1	Check for \$760.81
	<i>Brenda Carter</i>

These items are transmitted as checked below:

- | | |
|---|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> No exceptions taken |
| <input type="checkbox"/> Resubmit copies for approval | <input type="checkbox"/> For your use |
| <input type="checkbox"/> Exceptions taken as noted | <input type="checkbox"/> Submit copies for distribution |
| <input type="checkbox"/> As Requested | <input type="checkbox"/> Returned for correction |
| <input type="checkbox"/> Return ___ corrected prints | <input type="checkbox"/> For review and comment |
| <input type="checkbox"/> _____ | <input type="checkbox"/> For bids due _____ |

Remarks:

If enclosures are not as noted, kindly notify us at once. Signed: _____



Town of Dundee

DEVELOPMENT SERVICES – HARDSHIP APPLICATION

◆ 124 Dundee Road ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8339

Project Review Name: Valencia Ridge Reserve
Parcel ID Numbers: 272835-000000-041010
Site Address or General Location: South of Welsh Rd
Present Use of Property: Citrus Grove Total Acreage: 39.77
Legal Description of the Property: See Attached

Property Owner

Name: Welsh Road Land Investments LLC
Mailing Address: 1901 Ulmerton Road City: Clearwater State: FL Zip: 33762
Home/Mobile Phone: 727-599-4603 Email Address: susan@cornerstonelandcompany.com

Applicant / Agent:

Name: Susan Collins/Welsh Rd Land Investments LLC
Mailing Address: 1901 Ulmerton Road Suite 475
City: Clearwater State: FL Zip: 33762
Home/Mobile Number: 727-599-4603 Office Number: _____
Email Address: susan@cornerstonelandcompany.com
Agent is: Owner ☒ Agent/Representative ☐ Purchaser ☐ Lessee ☐

Please submit a narrative with your hardship application.

Date Application accepted by Town of Dundee: FEB 12 2025
Name of Development: Valencia Ridge Reserve
Application Fee Amount Paid: \$760.81 Date: FEB 12 2025

Please submit your application to:

Brenda Carter, Development Services Coordinator
Town of Dundee
124 Dundee Road
Dundee FL 33838
BCarter@TownofDundee.com



Disclaimer: According to Florida Public Records Law, email correspondence to and from the Town of Dundee, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

To:
Town of Dundee
Joe Carbone, Interim Town Manager
202 E. Main Street
Dundee, FL 33838

From:
Susan Collins, Managing Member/Owner
Welsh Road Land Investments, LLC (Valencia Ridge Reserve)
1901 Ulmerton Road, Suite 475
Clearwater, FL 33762

DATE: February 10, 2025

SUBJECT: Hardship Request for Valencia Ridge Reserve

Dear Mr. Carbone,

Over the past two years we have worked with the Town of Dundee to obtain all of the entitlements including development plans for Valencia Ridge Reserve. Prior to receiving the site development plan approval, the Town of Dundee adopted Moratorium Ordinance No. 24-09, which was approved around September 10, 2024. Our last submittal was on September 5, 2024 with an additional submittal of the lighting plan/site plan on September 12 & September 26, 2024. We were not notified, even after several emails and phone calls about the project status, until December 10, 2024, of the hold on our review due to the moratorium, so our project was inactive for three (3) months. This Moratorium is a water moratorium only. Valencia Ridge Reserve is presently a producing citrus grove with four (4) active wells, in addition, we also included an additional four (4) wells from another site. We submitted to the Town of Dundee both applications for SWFWMD to grant the maximum allowable water credits for the development of the project. The Town of Dundee approved the applications, and it is our understanding they have been forwarded to SWFWMD for transfer of ownership credits to SWFWMD. Due to the active grove, if the wells are approved for transfer prior to the Certified Subdivision Plan being approved, we will no longer be able to irrigate our crops. This will result in the loss of crop production. Based on the metrics in the application we would have more than our required water credits for the entire project. Additionally, we estimate the Certificate of Occupancy for the first home in the project will not be submitted for approximately a year and a half from now. We then estimate that 7 homes a month on average will be completed until the project is sold out.

Section 4 (b) states "**No application** (including applications that may have been submitted prior to July 23, 2024) for properties subject to the moratorium established therein **may be processed by Town staff** until the expiration and/or termination of this moratorium, unless provided for by this Ordinance." Therefore there will be no administrative action until the final determination is made by SWFWMD on the agriculture WUP transfers.

These events and timetables have created for us an exceptional hardship and we request the Town Commission to authorize an exception to the moratorium as provided in Section 5(i) of Ordinance No. 24-09.

The substantial competent evidence for the five (5) criteria to base the Town's approval of the extraordinary hardship includes but is not limited to the following:

- i. Prior to July 23, 2024 (date established by the pending ordinance doctrine), the extent to which the owner had received permit(s) and/or approvals from the Town.

Valencia Ridge Reserve

- FDOT Variances Issued: December 11, 2024.
- FDEP permit: **Cannot submit until the town approves.**
- DOH permit: **Cannot submit until the town approves.**
- SWFWMD permit issued: January 17, 2025.

- ii. Prior to July 23, 2024, whether the owner had entered into any contractual commitments in reliance up on the permit(s) and/or approvals(s) issued by the Town.

Prior to July 23, 2024, we have 100s of hours of time, effort and negotiations with a number of builders. Presently we have three (3) letters of intent and two contract drafts for the purchase of the entire project, however, none of the builders are willing to sign a contract until we have site development plans approved for a minimum of Phase 1. As we anticipated, the builders we are negotiating with are becoming impatient and have indicated they are looking at other properties due to their need to begin development.

- iii. Prior to July 23, 2024, whether the owner has made a substantial expenditure in good faith reliance upon the permits and/or approvals issued by the Town.

We have made very substantial expenditures in good faith reliance upon the expectation of the final site development plan approval, including expenses for obtaining all other entitlements and approvals.

To date, we have purchased two of the three phases of land from Thomas Thayer, et al. We have made contractual commitments to Mr. Thayer for the final purchase of the Phase 3 land.

- iv. Prior to July 23, 2024, in good faith reliance upon the permit(s) and approval(s) issued by the Town, the owner has incurred financial obligations to a lending institution which cannot be met unless the subject development proceeds (i.e. owner has exhausted all available alternatives).

We have no obligations to any financial institutions; however, we have a contractual obligation to Mr. Thayer to close on Phase 3 of the land. We do not want to default on that obligation due to further delays.

- v. Whether the moratorium exposes the owner to substantial monetary liability to third-parties, results in the owner's inability to earn a reasonable investment-backed expectation on and /or for the subject real property.

Any additional delays for the final site development plan approval will result in significant financial losses with regard to the expected return on investment from this land purchased from Mr. Thayer.

We clearly understand that Valencia Ridge Reserve AND the Town of Dundee are both at the mercy of the SWFWMD to review, process and approve the agricultural WUP transfers to public use. We also understand that certain adjustments to the approved permits issued by the Town may be necessary at the conclusion of the SWFWMD approval process.

As an owner and managing member of Welsh Road Land Investments, LLC and owner of Valencia Ridge Reserve, I respectfully request the Town Commission review the above information and authorize staff to proceed with the Phase 1 Final Sited Development Plan approval.

Thank you for your favorable and timely approval. Also find enclosed the required application processing fee of \$760.81.

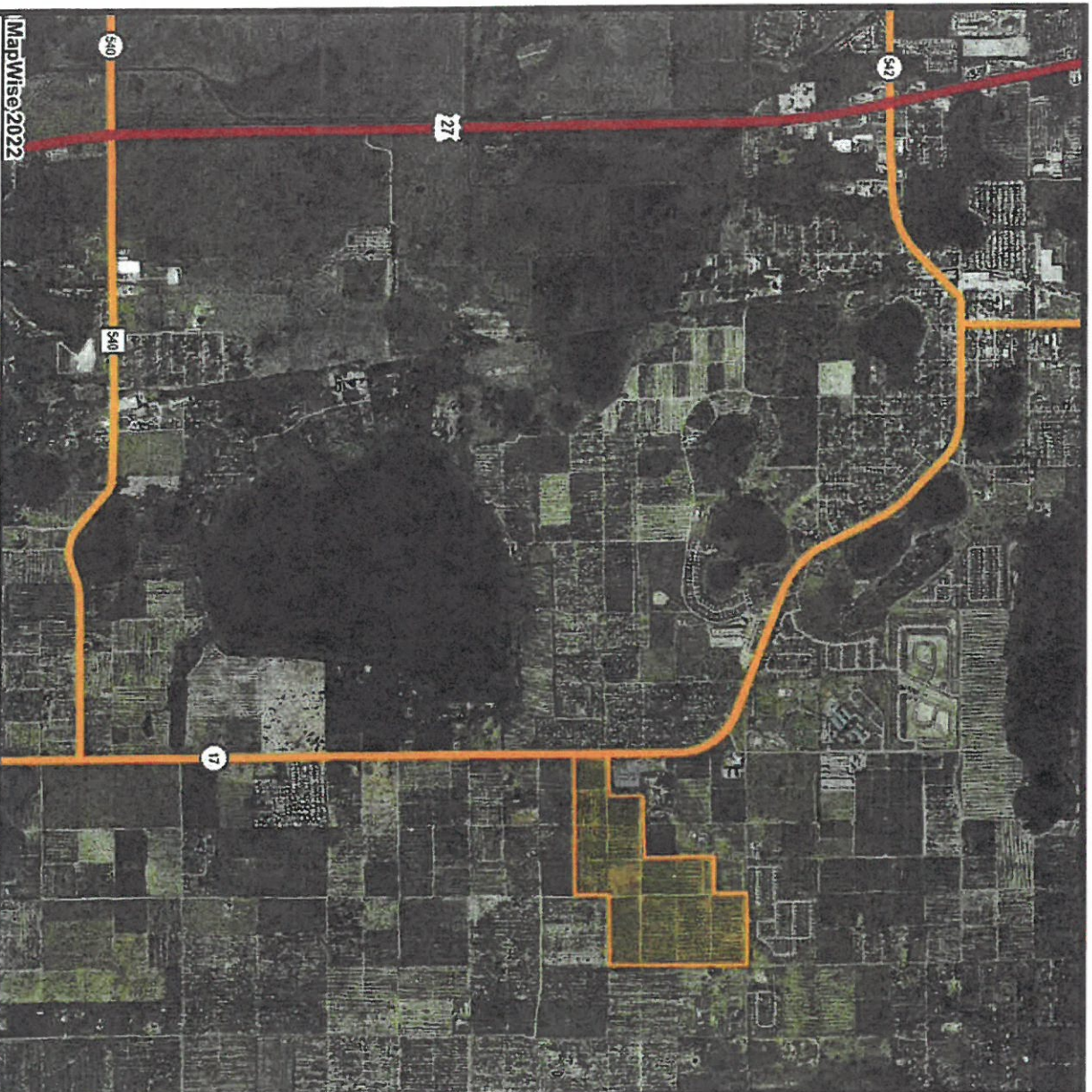
Respectfully,

A handwritten signature in dark ink, appearing to read 'S/C', with a long horizontal stroke extending to the right.

Susan Collins, Manager/Owner
Welsh Road Land Investments, LLC
Valencia Ridge Reserve

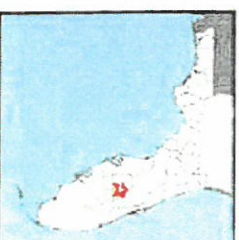
Dundee: Valencia Ridge

- Labels Drawing
- Points Drawing
- Lines Drawing
- Polygons Drawing
- Selected Custom Parcels
- Toll Roads
- Interstates
- US Roads
- State Roads
- County Roads
- County Boundaries



MapWise2022

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0 0.4 0.8 1.2 mi

SPACE FOR RECORDING:

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

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

WATER SUPPLY ALLOCATION AGREEMENT

THIS **WATER SUPPLY ALLOCATION AGREEMENT** (the "Agreement") is made and entered into this _____ day of _____, 2024, by and between **WELSH ROAD LAND INVESTMENTS, LLC**, an active Florida limited liability company authorized to transact business in the State of Florida, whose address is 1901 Ulmerton Road, Suite 475, Clearwater, Florida, 33762 (the "OWNER"), and the **TOWN OF DUNDEE, FLORIDA**, a municipal corporation created under the laws of the State of Florida ("TOWN").

FACTUAL RECITALS

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

7. The Agreements are attached hereto as **Composite Exhibit "C"** and made a part hereof by reference.
8. OWNER is willing to agree to such water allocation.
9. The parties agree and acknowledge that each of them is authorized and empowered to enter into this Agreement.

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

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

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

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

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

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

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

the Property.

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

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

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

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

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

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

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

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

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

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

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

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

IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, LITA O'NEILL, AT 863-438-8330, EXT. 238, LONEILL@TOWNOFDUNDEE.COM, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

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

[Remainder of page intentionally left blank]

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

ATTEST:

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

Lita O'Neill
Town Clerk

Samuel Pennant
Mayor

Approved as to form and correctness:

Frederick J. Murphy, Jr.
Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

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

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

My Commission expires:

Notary Public in and for the State of Florida at Large

OWNER

WELSH ROAD LAND INVESTMENTS LLC
a FLORIDA limited liability company

By: [Signature]

Print Name: SUSAN K COLLINS

Its: MANAGER

Date: 10.4.2024

[Signature]
Witness signature

Angela Duncan

↑ Witness signature ↑

Print witness name: Angela Duncan

[Signature]
Witness signature

↑ Witness signature ↑

Print witness name: Mary S Emerson

STATE OF FLORIDA

COUNTY OF Pinellas

Before me, by means of ☒ physical presence or ☐ online notarization, the undersigned authority, this day personally appeared SUSAN K COLLINS, as MANAGER of WELSH ROAD LAND INVESTMENTS, a limited liability company, to me well known and known to me to be the individual described in and/or ☒ produced Driver License as identification and who executed the forgoing instrument, and was authorized on behalf of said WELSH ROAD LAND INVESTMENTS, a limited liability company, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 4 day of October, 2024.

My Commission expires: 11.4.2025

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



RALPHY L. WARFIELD
Notary Public
State of Florida
Comm# HH195379
Expires 11/4/2025

EXHIBIT "A"

LEGAL DESCRIPTION & DEPICTION OF PROPERTY

PHASE 1, PARCEL 1:

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

LESS AND EXCEPT:

COMMENCING AT A POINT ON THE WEST BOUNDARY OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, SOUTH 1953.86 FEET FROM THE NORTHWEST CORNER OF SAID SECTION, THENCE NORTH 89°58'00" EAST, 31.80 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 17 FOR THE POINT OF BEGINNING, SAID POINT BEING 33.00 FEET FROM AND AT RIGHT ANGLE TO THE CENTERLINE OF SAID STATE ROAD, THENCE SOUTH 00°02'40" WEST ALONG SAID RIGHT-OF-WAY LINE, 75.80 FEET TO THE POINT OF CURVATURE OF RIGHT-OF-WAY LINE CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 114,625.60 FEET, THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE CURVE A CHORD BEARING AND DISTANCE OF SOUTH 00°03'00" WEST, 22.28 FEET, THENCE SOUTH 89°45'20" EAST, 304.80 FEET, THENCE NORTH 00°02'40" EAST, 418.63 FEET, THENCE NORTH 89°45'20" WEST, 304.78 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE, SAID POINT BEING 33.00 FEET FROM AND AT RIGHT ANGLE TO CENTERLINE OF SAID STATE ROAD, THENCE SOUTH 00°02'40" WEST ALONG SAID RIGHT-OF-WAY LINE 320.55 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

A PARCEL OF LAND LYING AND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE SOUTH 00°44'56" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 1953.97 FEET; THENCE NORTH 89°13'13" EAST A DISTANCE OF 31.85 FEET TO THE EAST OF RIGHT-OF-WAY LINE OF STATE ROAD NO. 17 (U.S. HIGHWAY 27-A); THENCE SOUTH 00°42'07" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 75.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 114,624.97 FEET; THENCE SOUTH ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°00'40", AN ARC DISTANCE OF 21.98 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 427, PAGE 715 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH AND EAST BOUNDARY OF SAID PARCEL THE FOLLOWING TWO (2) COURSES 1.) NORTH 89°29'00" EAST 304.85 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE 2.) NORTH 00°55'37" WEST 115.65 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH 89°20'13" EAST ALONG SAID NORTH LINE A DISTANCE OF 250.00 FEET; THENCE SOUTH 00°45'25" EAST 276.29 FEET; THENCE SOUTH 89°29'00" WEST AND PARALLEL WITH THE SOUTH LINE OF THE AFOREMENTIONED PARCEL A DISTANCE OF 554.80 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 17 (U.S. HIGHWAY 27-A), SAID POINT BEING A NON-TANGENT INTERSECTION WITH A CURVE CONCAVED WESTERLY HAVING A RADIUS OF 114,624.97 FEET; THENCE NORTH ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'48" (CHORD BEARING=N00°39'03" W, CHORD=160.00 FEET) AN ARC DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 7427, PAGE 2202, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

FURTHER, LESS AND EXCEPT THE RIGHT OF WAY OF SCENIC HIGHWAY NORTH AS DESCRIBED IN DEED BOOK 612, PAGES 72, DEED BOOK 612, PAGE 75 AND DEED BOOK 612, PAGE 84, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PHASE 1, PARCEL 2:

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PHASE 1, PARCEL 3:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

LESS AND EXCEPT:

COMMENCING AT A POINT ON THE WEST BOUNDARY OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, SOUTH 1953.86 FEET FROM THE NORTHWEST CORNER OF SAID SECTION, THENCE NORTH 89°58'00" EAST, 31.80 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 17 FOR THE POINT OF BEGINNING, SAID POINT BEING 33.00 FEET FROM AND AT RIGHT ANGLE TO THE CENTERLINE OF SAID STATE ROAD, THENCE SOUTH 00°02'40" WEST ALONG SAID RIGHT-OF-WAY LINE, 75.80 FEET TO THE POINT OF CURVATURE OF RIGHT-OF-WAY LINE CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 114,625.60 FEET, THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE CURVE A CHORD BEARING AND DISTANCE OF SOUTH 00°03'00" WEST, 22.28 FEET, THENCE SOUTH 89°45'20" EAST, 304.80 FEET, THENCE NORTH 00°02'40" EAST, 418.63 FEET, THENCE NORTH 89°45'20" WEST, 304.78 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE, SAID POINT BEING 33.00 FEET FROM AND AT RIGHT ANGLE TO CENTERLINE OF SAID STATE ROAD, THENCE SOUTH 00°02'40" WEST ALONG SAID RIGHT-OF-WAY LINE 320.55 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

A PARCEL OF LAND LYING AND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE SOUTH 00°44'56" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 1953.97 FEET; THENCE NORTH 89°13'13" EAST A DISTANCE OF 31.85 FEET TO THE EAST OF RIGHT-OF-WAY LINE OF STATE ROAD NO. 17 (U.S. HIGHWAY 27-A); THENCE SOUTH 00°42'07" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 75.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 114,624.97 FEET; THENCE SOUTH ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°00'40", AN ARC DISTANCE OF 21.98 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 427, PAGE 715 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH AND EAST BOUNDARY OF SAID PARCEL THE FOLLOWING TWO (2) COURSES 1.) NORTH 89°29'00" EAST 304.85 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE 2.) NORTH 00°55'37" WEST 115.65 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH 89°20'13" EAST ALONG SAID NORTH LINE A DISTANCE OF 250.00 FEET; THENCE SOUTH 00°45'25" EAST 276.29 FEET; THENCE SOUTH 89°29'00" WEST AND PARALLEL WITH THE SOUTH LINE OF THE AFOREMENTIONED PARCEL A DISTANCE OF 554.80 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 17 (U.S. HIGHWAY 27-A), SAID POINT BEING A NON-TANGENT INTERSECTION WITH A CURVE CONCAVED WESTERLY HAVING A RADIUS OF 114,624.97 FEET; THENCE NORTH ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

00°04'48" (CHORD BEARING=N00°39'03" W, CHORD=L60.00 FEET) AN ARC DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 7427, PAGE 2202, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

FURTHER, LESS AND EXCEPT THE RIGHT OF WAY OF SCENIC HIGHWAY NORTH AS DESCRIBED IN DEED BOOK 612, PAGES 72, DEED BOOK 612, PAGE 75 AND DEED BOOK 612, PAGE 84, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PHASE 1, PARCEL 4:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PHASE 2, PARCEL 1:

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 LYING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT OF WAY OF STEWARD ROAD.

LESS AND EXCEPT THEREFROM THAT PORTION AS CONVEYED TO THE TOWN OF DUNDEE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7674, PAGE 176, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING DESCRIBED AS: THE EAST 40.0 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; LESS AND EXCEPT THEREFROM EXISTING ROAD RIGHT OF WAY;

ALSO LESS AND EXCEPT THEREFROM THAT PORTION AS CONVEYED TO THE TOWN OF DUNDEE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7674, PAGE 178, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING DESCRIBED AS: THE SOUTH 40.0 FEET OF THE NORTH 170.00 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; LESS AND EXCEPT THEREFROM EXISTING ROAD RIGHT OF WAY.

PHASE 2, PARCEL 2:

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 LYING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT OF WAY OF STEWARD ROAD.

LESS AND EXCEPT THEREFROM THAT PORTION AS CONVEYED TO THE TOWN OF DUNDEE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7674, PAGE 176, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING DESCRIBED AS: THE EAST 40.0 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; LESS AND EXCEPT THEREFROM EXISTING ROAD RIGHT OF WAY.

PHASE 2, PARCEL 3:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT-OF-WAY OF STEWARD ROAD.

PHASE 2, PARCEL 4:

THE WEST HALF OF THE FOLLOWING:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTH 60.00 FEET OF THE WEST 81.51 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT-OF-WAY OF STEWARD ROAD.

PHASE 2, PARCEL 5:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

PHASE 3, PARCEL 1:

THE NW 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS ANY EXISTING RIGHTS-OF-WAY FOR LAKE MABEL LOOP ROAD AND ALMBURG ROAD.

PHASE 3, PARCEL 2:

NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, ALL LYING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA;

LESS AND EXCEPT THEREFROM ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT OF WAY OF STEWARD ROAD.

FURTHER, LESS AND EXCEPT THEREFROM THAT PORTION AS CONVEYED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7590, PAGE 489, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING DESCRIBED AS: THE SOUTH 60 FEET OF THE WEST 81.51 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PHASE 3, PARCEL 3:

THE EAST ONE HALF OF THE FOLLOWING:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTH 60.00 FEET OF THE WEST 81.51 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT-OF-WAY OF STEWARD ROAD.





Town of Dundee

PUBLIC UTILITIES

◆ 202 E. Main Street ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8333

October 23, 2024

CG Citrus, LLC
Attn: Susan Collins
1901 Ulmerton Road Suite 475
Clearwater, FL 33762

Dear Ms. Collins,

The attached correspondence is the WUP transfer letter, for WUP 7916.004 permitted for 82,600 gallons per day.

Please review and confirm that the information is correct and that no additions or changes need to be made. This will accompany the Town's submittal to Southwest Florida Water Management District (SWFWMD) for transfer of the wells.

If the information is accurate, please return the signed well transfer letter to Tracy Mercer, with the Town of Dundee, at your earliest convenience. If any additions or changes need to be made, please contact Melissa Glogowski at MGlogowski@townofdundee.com, so that the changes can be made and a letter resent for signature before sending to SWFMD.

If you have any questions or concerns, please contact us at your earliest convenience.

Thank you,

Tracy Mercer
Public Utilities & Special Projects Director

cc: WUP agreement

October 23, 2024

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

Dear Ms. Davis:

As signed below, I am the permittee for the below-listed Southwest Florida Water Management District (SWFWMD) Water Use Permit (WUP). The property associated with this WUP is planned to transition from agricultural use to residential development (i.e. Land Use Transition) and will require the public supply of water provided by the Town of Dundee (Town). As such, the agricultural well(s) associated with the WUP listed below will be abandoned and the WUP will be retired in accordance with Southwest Florida Water Management District (SWFWMD) Rules regarding Mitigation Plus Recovery associated with Land Use Transition (LUT).

It is requested that quantities permitted from this agricultural WUP's be utilized by the Town to help offset the Town's potential well withdrawal impacts associated with its Public Supply WUP.

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

- **WUP number:** 7916.004
- **Development:** Valencia Ridge Reserve
- **Permittee Name:** CG Citrus, LLC
- **List of all withdrawal points to be retired:** District ID Nos. 1,2,3 & 4
- Quantities to be retired from each withdrawal point. If only part of the historically used quantities are to be retired, specify what uses are associated with the quantities to be retired:

Withdrawal Point ID:	Permitted Quantity:
• <u>DID No. 1</u>	<u>10,200 gallons/day (annual avg.)</u>
• <u>DID No. 2</u>	<u>20,400 gallons/day (annual avg.)</u>
• <u>DID No. 3</u>	<u>21,400 gallons/day (annual avg.)</u>
• <u>DID No. 4</u>	<u>30,600 gallons/day (annual avg.)</u>
<u>Total:</u>	<u>82,600 gallons/day (annual avg.)</u>

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

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

We, the WUP 7916.004 Permittee, agree that the above information is true and correct.

CG Citrus, LLC
Permittee/Owner


Authorized Signature, OWNER

10.25.2024

Date


Authorized Signature, OWNER

OCTOBER 25, 2024

Date



WUP File of Record Report
Permit: 7916.4



Report Cover Page

Selection Criteria:

- Permit Number: 7916
- Permit Revision: 4
- Report Name: WUP File of Record Report

The information provided is based on the information available at the time of request. The information is believed to be accurate and complete, but is subject to the accuracy and completeness of information submitted to the District by permittees and other sources and is subject to the specific request made. The District does not warrant that the information is suitable for any particular use.

Report Generation Date: October 24, 2024

Permit #: 7916.004
 Permit Dept: Bartow
 Permittee Name: Cg Citrus, Llc/Attn: Mike Galvin
 Address: 1901 Ulmerton Road, Suite 475
 Clearwater, FL 33762
 Phone: (727) 330-3908
 Type: General
 Class: Renewal
 Project Name: Charles M Lassiter & Craig A
 Acres: 81.00

Application Received: 12/10/2014
 Issue Date: 01/30/2015
 Expire Date: 02/01/2025

Total Quantities:

Owned	Controlled	Serviced	Leased	Total
81.00	0.00			81.00

	Avg GPD	Avg Drought GPD	Peak GPD	Max GPD
Requested	10,200	Not Specified	62,200	398,900
Permitted	82,600	112,600	503,800	4,782,500

Pred Use Type: Agricultural
 WUCA: Southern Water Use Caution Area
 Basin: Peace River
 County: Polk

Referencing:

Township	Range	Section(s)
30	28	06

Withdrawals:

District ID #: 4

User ID: 4

WD Type: Withdrawal of Groundwater

WD Status: Existing

Well Use: Irrigation

Predom. Use: Agricultural

Site Function: Irrigation

Site Operation: No Further Info Necessary

Monitor Type:

Monitor Use:

Stand By Qty	Casing Diam	Casing Depth	Total Depth	WD Avg GPD	WD Peak GPD	WD Max GPD	Latitude	Longitude
	10	200	750	30,600	186,600	1,804,300	27° 54' 12.03"	81° 33' 07.12"

District ID #: 2

User ID: 2

WD Type: Withdrawal of Groundwater

WD Status: Existing

Well Use: Irrigation

Predom. Use: Agricultural

Site Function: Irrigation

Site Operation: No Further Info Necessary

Monitor Type:

Monitor Use:

Stand By Qty	Casing Diam	Casing Depth	Total Depth	WD Avg GPD	WD Peak GPD	WD Max GPD	Latitude	Longitude
	8	200	800	20,400	124,400	1,015,200	27° 54' 18.59"	81° 33' 11.46"

District ID #: 1

User ID: 1

WD Type: Withdrawal of Groundwater

WD Status: Existing

Well Use: Irrigation

Predom. Use: Agricultural

Site Function: Irrigation

Site Operation: No Further Info Necessary

Monitor Type:

Monitor Use:

Stand By Qty	Casing Diam	Casing Depth	Total Depth	WD Avg GPD	WD Peak GPD	WD Max GPD	Latitude	Longitude
	6	210	520	10,200	62,200	450,700	27° 54' 10.14"	81° 32' 58.88"

Withdrawals: (continued)

District ID #: 3		User ID: 3	
WD Type: Withdrawal of Groundwater		WD Status: Existing	
Predom. Use: Agricultural		Well Use: Irrigation	
Monitor Type:		Site Operation: No Further Info Necessary	
Stand By QIV	Casing Diam	Casing Depth	Total Depth
	10	227	630
WD Avg GPD	WD Peak GPD	WD Max GPD	Latitude
21,400	130,600	1,512,300	27° 54' 15.63"
Longitude			
81° 32' 59.16"			

Use:

District ID #	Use Type	Predominant Use Type	Use Avg GPD	Drought GPD	Use Peak GPD	Use Max GPD	Use Average Salt Type	IRR Method
1	Citrus	Agricultural	10,200	13,900	62,200	450,700	10.00 Candler	Low Volume Spray
2	Citrus	Agricultural	20,400	27,800	124,400	1,015,200	20.00 Candler	Low Volume Spray
3	Citrus	Agricultural	21,400	29,200	130,600	1,512,300	21.00 Candler	Low Volume Under Tree Spray (Lvs/leaves/Same)
4	Citrus	Agricultural	30,600	41,700	186,600	1,804,300	30.00 Candler	Low Volume Spray



Town of Dundee

PUBLIC UTILITIES

◆ 202 E. Main Street ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8333

August 28, 2024

Welsh Road Land Investments, LLC
Attn: Susan K. Collins
1901 Ulmerton Road
Clearwater, FL 33762-2312

Dear Ms. Collins,

The attached correspondence is the WUP transfer letter, for WUP 2250.008 permitted for 37,700 gallons per day.

Please review and confirm that the information is correct and that no additions or changes need to be made. This will accompany the Town's submittal to Southwest Florida Water Management District (SWFWMD) for transfer of the wells.

If the information is accurate, please return the signed well transfer letter to Tracy Mercer, with the Town of Dundee, at your earliest convenience. If any additions or changes need to be made, please contact Melissa Glogowski at MGlogowski@townofdundee.com, so that the changes can be made and a letter resent for signature before sending to SWFMD.

If you have any questions or concerns, please contact us at your earliest convenience.

Thank you,


Tracy Mercer
Public Utilities & Special Projects Director

cc: WUP agreement

August 26, 2024

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

Dear Ms. Davis:

As signed below, I am the permittee for the below-listed Southwest Florida Water Management District (SWFWMD) Water Use Permit (WUP). The property associated with this WUP is planned to transition from agricultural use to residential development (i.e. Land Use Transition) and will require the public supply of water provided by the Town of Dundee (Town). As such, the agricultural well(s) associated with the WUP listed below will be abandoned and the WUP will be retired in accordance with Southwest Florida Water Management District (SWFWMD) Rules regarding Mitigation Plus Recovery associated with Land Use Transition (LUT).

It is requested that permitted quantities from this agricultural WUP's be utilized by the Town to help offset the Town's potential well withdrawal impacts associated with its Public Supply WUP.

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

- **WUP number:** 2250.008
- **Development:** Valencia Ridge Reserve
- **Permittee Name:** Welsh Road Land Investments, LLC
- **List of all withdrawal points to be retired:** District ID Nos. 1
- Quantities to be retired from each withdrawal point. If *only* part of the historically used quantities are to be retired, specify what uses are associated with the quantities to be retired:

Withdrawal Point ID:	Permitted Quantity:
• <u>DID No. 1</u>	<u>37,700 gallons/day (annual avg.)</u>
<u>Total:</u>	<u>37,700 gallons/day (annual avg.)</u>

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

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

We, the WUP 2250.008 Permittee agree that the above information is true and correct.

Welsh Road Land Investments, LLC
Permittee/Owner



Authorized Signature

September 9, 2024

Date

Welsh Road Land Investments, LLC
Permittee/Owner



Authorized Signature

September 9, 2024

Date

Town of Dundee
 124 Dundee Road
 PO Box 1000
 Dundee, FL 33838
 727-262-0737

BC

Town of Dundee			2/10/2025		
Date	Type	Reference	Discount		Payment
2/10/2025	Bill	ValenciaRidgeReserve			760.81
					760.81
			Check Amount		
			Town of Dundee		
			FOR DEPOSIT ONLY		
			Account: 6500643701		
			CITIZENS BANK General Acct		
			Amt: 760.81	Date: 02/12/25	
			Ref Num: 33532	Seq: 1 to 1	

Trust Checking 8452 Valencia Ridge Reserve Hardship 760.81

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

WELSH ROAD LAND INVESTMENTS LLC
 1901 ULMERTON ROAD, STE475
 CLEARWATER FL 33762
 727-262-0737

003023
 2/10/2025

PAY TO THE ORDER OF Town of Dundee \$**760.81

Seven Hundred Sixty and 81/100 ***** DOLLARS

Town of Dundee
 124 Dundee Road
 PO Box 1000
 Dundee, FL 33838



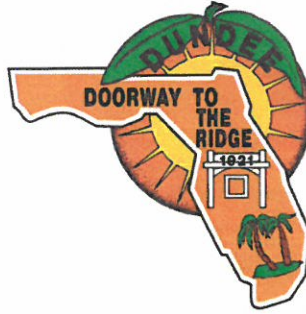
Signature

MEMO Valencia Ridge Reserve Hardship

0003023 263191387 1100019928452

Security Features Included Details on back

EXHIBIT D



TOWN COMMISSION MEETING MINUTES

February 25, 2025, at 6:30 PM

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

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

CALL TO ORDER at 6:28 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION led by Mayor Pennant

RECOGNITION OF SERGEANT AT ARMS – Sgt. Anderson

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

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Commissioner Richardson

Commissioner Pugh

Commissioner Quarles

Vice-Mayor Goddard

Mayor Pennant

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

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

LETTER OF CIVILITY presented

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR FEBRUARY 25, 2025

Item A. Community Center Rental Application with Polk County School Board for JROTC – *(this item was placed on the agenda)*

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

A motion was made to approve the School Board Application on the consent agenda by Vice Mayor Goddard, seconded by Commissioner Quarles.

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

The motion passed unanimously.

The minutes being reviewed include minutes from the following meetings:

Item B. 2/11/2025 Town Commission Regular Meeting

Item C. Board Appointment

1. Visioning Committee Application - Terry Hudson

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

A motion was made to approve the consent agenda by Commissioner Richardson, seconded by Vice Mayor Goddard.

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

The motion passed unanimously.

APPROVAL OF AGENDA

The following changes were made to the agenda:

- Agenda item #1 – Brynjulfson presentation was added to the agenda.
- Agenda item #4 – task order #4 was updated to task order #6

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

A motion to approve the agenda with changes was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

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

The motion passed unanimously.

NEW BUSINESS

1. DISCUSSION & ACTION, PRESENTATION FROM BRYNJULFSON, CPA FY 2022-2023 COMPREHENSIVE ANNUAL FINANCIAL REPORT

The Comprehensive Annual Financial Report was presented by CPA Mike Brynjulfson.

Attorney Claytor explained the investment of restricted funds.

Mayor Pennant opened the floor for public comment:

Annette Wilson asked about the timeliness of the audit, affecting the results of the audit and how well the town did with the audit.

Commissioner Richardson stated she was enthused with the details and structure of which the audit report was completed.

Commissioner Pugh asked for one positive take away from the audit report.

2. DISCUSSION & ACTION, VALENCIA RIDGE RESERVE HARDSHIP APPLICATION

Interim Town Manager and Attorney Claytor provided the analysis for the hardship application.

This is an applicant-initiated request for approval of a hardship application for the Valencia Ridge Subdivision. The Town Commission may authorize exception(s) to the moratorium imposed by Ordinance 24-09 when it finds, based upon competent substantial evidence presented at a duly noticed public meeting, that the deferral of action and/or issuance on an application for a development order and/or development permit for the duration of the moratorium imposes an extraordinary hardship. For purposes of requesting a hardship exception, the owner shall request a determination in the same form and manner provided for in **Section 6** of the Ordinance.

In reviewing an application for an exception based upon a claim of extraordinary hardship, the Town Commission shall consider all competent substantial evidence and relevant testimony which includes, but is not limited to, the following:

- (i) Prior to July 23, 2024 (date established by pending ordinance doctrine), the extent to which the owner had received permit(s) and/or approvals from the Town.
- (ii) Prior to July 23, 2024, whether the owner had entered into any contractual commitments in reliance upon the permit(s) and/or approval(s) issued by the Town.
- (iii) Prior to July 23, 2024, whether the owner has made a substantial expenditure in *good faith* reliance upon the permit(s) and/or approval(s) issued by the Town.
- (iv) Prior to July 23, 2024, in *good faith* reliance upon the permit(s) and/or approval(s) issued by the Town, the owner has incurred financial obligation(s) to a lending institution which cannot be met unless the subject development proceeds (i.e., owner exhausted all available alternatives).

Whether the moratorium exposes the owner to substantial monetary liability to third-parties, results in the owner's inability to earn a reasonable investment-backed expectation on and/or for the subject real property.

Mayor Pennant inquired of Assistant Town Manager Peterson of the relevance to the claims of a hardship. She said there is no CSP Approval allowing the developer to move earth.

Assistant Town Manager Peterson stated that in her opinion there was no relevance.

Mayor Pennant opened the floor for public comment:

Annette Wilson asked if this was one of the projects before the moratorium.

Commissioner Pugh asked, how does the commission reasonably bypass the considerations for a hardship. She said based on the five items before the commission, the commission cannot reasonably vote for the hardship application.

Attorney Claytor stated the Ordinance spells out the conditions of hardship and that staff is not making any recommendations.

Joe Esposito, on behalf of Valencia Ridge Reserve, said they are not asking for approval but to continue their plans so they may receive approval at the end, once they receive water in 90 days or so.

Mayor Pennant stated several things need to be done. Even with everything done and ready to go, we still must wait for the report from SWFMD as to how much water the project will receive.

Commissioner Pugh spoke in support of staff's recommendations and asked for a vote.

A motion to deny the hardship application based on the project not receiving the level of approval to justify a hardship was made by Vice Mayor Goddard and seconded by Commissioner Pugh.

Voting in favor, Commissioner Quarles, Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant

The motion passed unanimously.

3. DISCUSSION & ACTION, UTILITIES DEPARTMENT TRUCK PURCHASE

Interim Town Manager Carbone presented the analysis.

The Public Utilities Department is requesting an additional \$7,887.60 to facilitate the purchase of a 2024 Ford Ranger XL 4X4 and a 2025 Ford Maverick XL from Jarrett Gordon Ford. The Ford Ranger is currently in stock at the dealership, and the Maverick is in production with an estimated availability in 30 days.

At the April 9, 2024, Town Commission Meeting, the Commission approved the purchase of two (2) 2024 Ford Maverick trucks from Bartow Ford in the amount of \$59,095.40, for the Utilities Department, as outlined in the FY 2023-2024 budget. These vehicles were intended to replace vehicle #405 and vehicle #502, both of which are out of service.

The trucks were ordered from Bartow Ford on April 10, 2024. In December 2024, the Town was notified that the vehicles could not be delivered due to a stop-sale recall with an indefinite resolution timeline. With no further updates or resolution, the Public Utilities Department canceled the order with Bartow Ford on February 17, 2025.

The mayor opened the floor for public comment; being none, the floor was closed.

A motion to approve the purchase of the Ford Maverick and Ford Ranger was made by Vice Mayor Goddard and seconded by Commissioner Quarles.

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

The motion passed unanimously.

4. DISCUSSION & ACTION, RAFTELIS TASK ORDER #6

Interim Town Manager Carbone presented the analysis.

Task Order Number 6 to Continuing Contract for Consulting Services for Stormwater Rate Study.

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

A motion to approve Task order #6 was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

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

The motion passed unanimously.

REPORTS FROM OFFICERS

Dundee Fire Department

Interim Town Manager Carbone reported as of YTD, there are a total of 211 calls for service, since the last update there have been 102 calls for service, 64 rescue calls, 2 fires, 3 false alarms, 32 good intents and 1 public assist. He further shared the 2025 calendar featuring the Town of Dundee's fire truck by the truck's manufacturer.

Commissioner Richardson called for a resident who arrived late to the meeting to address the commission. Brandon Ramirez spoke concerning a letter received by staff. It was explained that the letter is to notify residents of the right-of-way vacation taking place within 300 ft. of their property.

A brief conversation was had between Commissioner Richardson and Public Works Director **John Vice** concerning

Town Attorney

Town Attorney Claytor stated he would be working with staff, Sgt. Anderson, and PCSO to evaluate the need for speed control devices within certain school zones. He stated their findings would be shared with the commission at a later date. He went on to say, based on feedback from the community, there is a need for deterrents within the school zones.

Mayor Pennant inquired about a crossing zone identified for the middle school. It was stated that it was a county-owned road and the county did not designate a crossing zone.

Department Updates

Town Manager

Assistant Town Manager Peterson is planning a tour of the Town with the visioning committee. Permits will no longer be accepted after 3:00 p.m. and signage has been placed to notify residents, and Facebook will be updated to reflect the changes. After a meeting with Mike Brynjolfson, a game plan was established

Commissioners

Commissioner Richardson called for a resident who arrived late to the meeting to address the commission concerning a letter received by staff. It was explained the letter is to notify residents of to Quarles thanked everyone for coming out.

Commissioner Pugh said the town does need a CRA consultant. She said they have a specialized skill set and the staff has their skill set but the consultant will help identify issues that we cannot. [she stated on February 22, from 11:00 a.m. until 2:00 p.m. there will be a free community day of service in the Winn Dixie parking lot.]

Vice Mayor Goddard thanked everyone for coming out for what was a productive meeting.

Mayor Pennant said he echoes his seatmates' sentiments and thanked everyone for coming out to help the commission govern and make a great experience.

ADJOURNMENT at 8:48 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

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

If you are a person with disability who needs any 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.

