

## RESOLUTION NO. 23-06

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO THE AQUATIC PLANT MANAGEMENT AGREEMENT BETWEEN THE TOWN OF DUNDEE AND APPLIED AQUATIC MANAGEMENT, INC. FOR AQUATIC MANAGEMENT SERVICES TO INCLUDE ONE TIME CLEAN-UP AND A MINIMUM OF TWO TREATMENTS OF SUBMERSED VEGETATION CONTROL (HYDRILLA ONLY) AND TOW FASTEST ANALYSIS FOR LAKE DELL; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; AND CONFIRMING AND APPROVING THE TOWN MANAGER'S ACTIONS IN ENTERING INTO SAID AQUATIC PLANT MANAGEMENT AGREEMENT WITH APPLIED AQUATIC MANAGEMENT, INC.**

**WHEREAS**, circumstances have arisen requiring emergency action on the part of the Town of Dundee to enter into an Aquatic Plant Management Agreement with Applied Aquatic Management, Inc. for aquatic management services to include one-time clean-up and a minimum of two treatments of submersed vegetation control (hydrilla only) and tow fastest analysis for Lake Dell; and

**WHEREAS**, the Town has an immediate need for aquatic management control services; and

**WHEREAS**, pursuant to Section 2-159(3)b of the Town of Dundee Code of Ordinances, the Town acknowledges and agrees that this Agreement constitutes an emergency purchase made in response to a requirement when the delay incident to complying with all governing rules, regulations, and procedures would be detrimental to the health, safety and welfare of the town and/or its citizens; and

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

**WHEREAS**, the Town Commission of the Town of Dundee finds that the Aquatic Plant Management Agreement with Applied Aquatic Management, Inc. for aquatic

management control services is found to be in and will promote the best interests of the public health, safety, and general welfare of the citizens and residents of the Town of Dundee.

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

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

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

**SECTION 3:** Accordingly, the Town Commission authorizes, confirms and ratifies: The Town Manager’s actions in approving the Aquatic Plant Management Agreement with Applied Aquatic Management, Inc. for aquatic management control services to include one-time clean-up and a minimum of two treatments of submersed vegetation control (hydrilla only) and tow fastest analysis for Lake Dell, as further described in the agreement attached hereto as Exhibit “A” and incorporated herein by reference, on an emergency basis and waives the requirements of strict compliance with the Town’s procurement code in this instance.

**SECTION 4:** This Resolution shall be effective immediately upon adoption by the Town Commission.

**READ, PASSED AND ADOPTED** at a duly called meeting of the Town Commission of the Town of Dundee, Florida assembled on the 28th day of March, 2023.

**TOWN OF DUNDEE**

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Samuel Pennant, Mayor

ATTEST WITH SEAL:

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Trevor Douthat, Town Clerk

Approved as to form:

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Frederick J. Murphy, Jr., Town Attorney

EXHIBIT "A"



P.O. Box 1469  
Eagle Lake, FL 33839  
1-800-408-8882

**AQUATIC PLANT MANAGEMENT  
AGREEMENT**

Submitted to: **Date:** March 2, 2023  
Name Town of Dundee  
Address 202 E. Main St  
City Dundee, FL 33838  
Phone 863-514-6636

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and signee hereafter called "Customer".

The parties hereto agree as follows

- A. AAM agrees to provide aquatic management services for a period of NA in accordance with the terms and conditions of this Agreement in the following sites:

Lake Dell

- B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

1. Submersed vegetation control Included (Hydrilla Only)  
2. Tow Fastest Analysis. Included

Service Shall Consist of One (1) Time Clean-up/Minimum of Two (2) Treatments.

- C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

Total Cost \$22,200.00 Due upon invoicing\* as billed x 1.

*\*Overdue accounts may accrue a service charge of 1 1/2% per month*

- D. AAM agrees to commence treatment within 14 days, weather permitting, from the date of execution or receipt of the proper permits.  
E. The Agreement shall have no force & is withdrawn unless executed and returned by Customer to AAM on or before April 2, 2023  
F. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly R. Smith

Date: 3/2/2023

Accepted

Date:

AAM

\_\_\_\_\_  
Customer

### Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customers request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days written notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.



TF :: (800) 408-8882 T :: (863) 533-8882 F :: (863) 534-3322

## **Lake Dell**

### **Treatment Plan**

#### **Hydrilla Management in Lake Dell: Sonar Use Prescription Proposal**

The following recommended Sonar use prescription for Lake Dell is provided as a guide to improve herbicidal efficacy for hydrilla management. Overall, the management plan objective is to maximize Hydrilla control efficacy and native vegetation selectivity through an economically and scientifically sound approach. This Sonar treatment prescription has been developed to maintain a specific dose of Sonar in the lake for a minimum exposure of 85 days.

#### ***Treatment Prescription:***

***Treatment Date:*** March 2023

***Day 1:*** Apply Sonar AS.

***Day 10:*** Lake survey and take 2 FasTest samples.

***Day 28:*** Apply Sonar AS.

***Day 38:*** Lake Survey and Take 2 FasTest Samples.

***Day 56:*** Apply Sonar AS.

***Day 84:*** Final Survey or date as determined by progress of treatment.



[appliedaquaticmgt.com](http://appliedaquaticmgt.com)