TOWN COMMISSION MEETING AGENDA

February 10, 2026 at 6:30 PM

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR FEBRUARY 10, 2026

- **A. CONSENT AGENDA**

APPROVAL OF AGENDA

PROCLAMATIONS AND RECOGNITIONS

1. **INTRODUCTION OF NEW POLK COUNTY SCHOOL BOARD CHAIR - JUSTIN SHARPLESS**

2. **BLACK HISTORY MONTH PROCLAMATION**

PRESENTATIONS

3. **TOWN ATTORNEY REVIEW & SELECTION**

4. **PRESENTATION FROM RIVERA, GORDIMER & COMPANY FY2023-2024 COMPREHENSIVE ANNUAL FINANCE REPORT**

PUBLIC HEARING

5. **DISCUSSION & ACTION, ORDINANCE 26-01, WATER AND SEWER RATE STUDY 2nd READING**

NEW BUSINESS

6. **DISCUSSION & ACTION, ORDINANCE 26-03 TOWN ATTORNEY VOTING REQUIREMENT**

7. **DISCUSSION & ACTION, RESOLUTION 26-03 VALENCIA RIDGE CSP**

8. **DISCUSSION & ACTION, RESOLUTION 26-04 WOODLAND RANCH ESTATES PHASE 2 WEST**

9. **DISCUSSION & ACTION, RESOLUTION 26-05, CALDWELL RIDGE SUBDIVISION PARKS AND RECREATION REQUEST**

10. **DISCUSSION & ACTION, RESOLUTION 26-06 ALFORD RIDGE SUBDIVISION CSP**

11. **DISCUSSION & ACTION, RESOLUTION 26-08, MEMORALIZING DECLARATION OF EMERGENCY FOR PUBLIC FINANCIAL SERVICES**

12. **DISCUSSION & ACTION, RESOLUTION 26-09 (LMS) LOCAL MITIGATION STRATEGY**

13. **DISCUSSION & ACTION, APPROVAL OF THE 2026 MUNICIPAL ELECTION CANVASSING BOARD MEMBERS**

14. **DISCUSSION & ACTION, RFP 25-05 ROAD PAVING OF CAMP ENDEAVOR BLVD. & LINCOLN AVE.**

15. **DISCUSSION & ACTION, BETTY AVE. STORMWATER IMPROVEMENTS**

16. **DISCUSSION & ACTION, DEVELOPMENT SERVICES BUILDING CEILING TILE PROJECT**

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Town Manager

Commissioners

Mayor

ADJOURNMENT

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

If you are a person with disability who needs any accommodations in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the town clerk's office at 202 east main street, Dundee, Florida 33838 or phone (863) 438-8330 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.

Town of Dundee

Meeting Agenda Coversheet

AMENDED

MEETING DATE:	February 10, 2026	**Submitted By: Erica Anderson, Town Clerk**			
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	Approval of the consent agenda				
STAFF RECOMMENDATION: **(**MOTION READY)	Staff recommends approval of the 2.10.2026 TC Consent Agenda				
SUMMARY *and/or* JUSTIFICATION:	The Town Commission will consider the items for approval as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports.				
SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**		
	STAFF REPORT:		**PROCLAMATION:**		
	EXHIBIT(S):	X	**OTHER:**	X	
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B*	Michelle Thompson Application Autum Carter Application Election Agreement Election Site Agreement Valencia Ridge Reserve Water Supply Allocation Agreement				
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE:**		
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(If Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)*	N/A				
FISCAL IMPACT *(if any):*			$		

Town of Dundee

DUNDEE TOWN COMMISSION

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

APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: Canvassing Board

Name: Michelle Lee Thompson

Address: 406 4th St. S., Dundee, FL 33838

Phone: 863-258-5463

Email Address: m.thompson@rccog.org.

What experience or qualities do you have that you feel would contribute to the board of your choice?
As a resident and active member of the town of Dundee, I believe my strong attention to detail & commitment to Fairness & accuracy would be a perfect fit for the canvassing Board.

Can you commit to attending the schedule of meetings? [X] YES [ ] NO

What date are you available to start? ASAP.

How long have you been a resident of the Town? 50 years.

Have you ever applied for membership or served on any boards in the Town? [✓] YES [ ] NO

If so, which board and year: Planning & Zoning Board, 2025

Applicant Signature: Michelle Lee Thompson Date: 1-22-2026

FOR OFFICE USE ONLY:
Received by Melissa Glogowski Date 2/02/2026
Date reviewed by Mayor & Town Commission: _____ Approved_____
Disapproved_____

Town of Dundee

DUNDEE TOWN COMMISSION

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

APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: Canvassing Board Member

Name: Autum Carter

Address: 357 Dolce Drive
Dundee, Fl 33838

Phone: 407-576-2032

Email Address: misstycarter@gmail.com

What experience or qualities do you have that you feel would contribute to the board of your choice?
I bring a strong background in customer service and directly working with people, with demonstrated skills in, multitasking, organization, and teamwork. I have experience serving in a team leader role, where accuracy, clear communication, and accountability were essential. My professional background has strengthened my ability to remain impartial, manage detailed information, and work collaboratively under deadlines, skills that align well

Can you commit to attending the schedule of meetings? [X] YES [ ] NO

What date are you available to start? 02/04/2026

How long have you been a resident of the Town? Since May 2024

Have you ever applied for membership or served on any boards in the Town? [ ] YES [X] NO

If so, which board and year:

Applicant Signature: Autum Carter Date: 02/04/2026

FOR OFFICE USE ONLY:
Received by _____ Date_____
Date reviewed by Mayor & Town Commission: _____Approved_____
Disapproved_____

TOWN OF DUNDEE MUNICIPAL ELECTION ADMINISTRATION AGREEMENT

This agreement made and entered into this _____ day of _____, 2026, by and between MELONY BELL, SUPERVISOR OF ELECTIONS OF POLK COUNTY, FLORIDA, a constitutional officer of the State of Florida, (hereafter "Elections Supervisor"), and the TOWN OF DUNDEE, FLORIDA, a Florida municipal corporation, (hereafter "Town").

ARTICLE I: PURPOSE

The purpose of this Agreement is to provide for the administration of the Town's Election to be held on the 7th day of April, 2026, for the purpose of electing Mayor and two (2) Town Commission Members, as directed by the Town Commission. The parties have determined it to be in their best interest and that of the public that the duties and responsibilities of each party concerning this election are agreed upon and set forth in a formal agreement.

ARTICLE II: DATE OF ELECTION

The Election shall be held and conducted on Tuesday, April 7, 2026.

ARTICLE III: ELECTIONS SUPERVISOR'S RESPONSIBILITIES

1. The Elections Supervisor shall prepare a file for ballot printing and audio ballots, based on information received from the Town Clerk, and the Elections Supervisor shall arrange for the printing, preparation, receipt and testing of the ballots to be used in the Town's election.

2. The Elections Supervisor shall provide the Town Clerk with a list of election workers who may be available for hire.

3. The Elections Supervisor shall schedule the training and arrange the placement of election workers and alternates for each polling location.

4. The Elections Supervisor shall train election workers in accordance with Section 102.014, Florida Statutes.

5. The Elections Supervisor shall prepare electronic poll lists, automatic tabulating equipment and other polling place supplies and issue them to the precinct clerk.

6. The Elections Supervisor shall prepare audio ballots to accommodate voters with disabilities.

7. The Elections Supervisor shall prepare and cause to be timely published the notice required by Section 101.5612(1), Florida Statutes, of the time and place of the test of the automatic tabulating equipment used by the Elections Supervisor to ascertain that the equipment will correctly count the votes cast in the Election.

8. The Elections Supervisor shall conduct the testing of the automatic tabulating equipment as required by Section 101.5612(1), Florida Statutes, at the Election Operations Center in Winter Haven, in the presence of the Town Canvassing Board, candidate(s) and other parties.

9. The Elections Supervisor shall mail and receive mail ballots for the Town's election.

10. The Elections Supervisor shall notify voters with information regarding the opportunity to "cure" their vote-by-mail envelopes or provisional ballots, as determined by the Town.

11. The Elections Supervisor shall tally mail ballots as directed by the Canvassing Board and supply the Canvassing Board with results, as well as any ballots rejected by the tabulation unit.

12. The Elections Supervisor shall provide walk-in voting weekdays, excluding holidays, from 8:30AM - 4:30PM Monday, March 23, 2026 through Monday, April 6, 2026, at the following locations: Election Headquarters, 250 S. Broadway Avenue in Bartow and Election Operations Center, 70 Florida Citrus Boulevard in Winter Haven.

13. The Elections Supervisor shall provide staff support (on site or by phone) to assist election workers at the polling locations on Election Day.

14. The Elections Supervisor shall provide staff assistance to support the Town Canvass Board meeting on Tuesday, April 7, 2026, at the Election Operations Center in Winter Haven.

15. The Elections Supervisor shall provide a cellular phone to the precinct clerk.

16. The Elections Supervisor shall not charge the Town for any services, staff time, equipment rental or supply usage.

ARTICLE IV: TOWN RESPONSIBILITIES

1. The Town Clerk is responsible for the conduct of this election and shall act as the sole qualifying official. Upon completion of qualifying of the candidates, the Town Clerk will, no later than 3:00 PM on Monday, February 20, 2026, provide the Elections Supervisor the list of qualified candidates for the Town offices to be voted upon in the election.

2. The Town will provide the official title and language for referendums (if needed) and the official election title to the Elections Supervisor by 12:00 PM on Thursday, February 5, 2026. The full text of referendums must also be supplied in Spanish.

3. Within 24 hours of receipt, the Town shall review, sign and return the ballot proof sheet, signifying correctness, before printing commences.

4. The Town shall determine how many ballots will be ordered and will provide payment for printing costs directly to the ballot printer.

5. The Town shall publish a Sample Ballot in a newspaper of general circulation and mail a Sample Ballot to all registered voters or households containing a registered voter.

6. The Town shall mail a notice of change of polling place to each registered voter or household containing a registered voter as required by Section 101.71, Florida Statutes.

7. The Town shall reimburse the Elections Supervisor for the cost of postage, envelopes, secrecy sleeves and inserts for the Town election vote-by-mail ballots at a rate of $2.50 or each ballot mailed and $0.82 for each ballot returned.

TOWN OF DUNDEE MUNICIPAL ELECTION ADMINISTRATION AGREEMENT

8. The Town Clerk or Canvassing Board shall be responsible for reviewing all returned mail ballot envelopes and verifying voters' signatures. The Town Clerk or Canvassing Board shall determine which mail ballot envelopes have not been signed, and which have signatures that may not match, requiring a cure opportunity letter to be sent to said voters.

9. The Town shall cause to be timely published all public notices required by Florida Statutes, with the exception of the Notice of Testing of Automatic Tabulating Equipment.

10. The Town shall arrange for the use of polling location(s) on Election Day and is responsible for site agreements, if necessary.

11. The Town shall inform the Elections Supervisor of polling locations no later than Tuesday, February 3, 2026.

12. The Town shall deliver to the Elections Supervisor, no later than 5:00 PM on Friday, February 13, 2026, a final list of addresses that are included inside the town limits, which have been certified as correct by the Town Clerk or governing board of the Town.

13. The Town shall have all election workers and alternates hired for the Town's election, no later than Wednesday, March 18, 2026, in accordance with Section 102.012, Florida Statutes.

14. The Town shall be responsible for collecting employee paperwork and creating copies of all necessary documentation with regard to election workers' employment.

15. The Town shall compensate election workers for training and working on Election Day, based on a rate agreed between the Town and the election workers.

16. The Town shall pick up voting booths and other large supply items from the Election Operations Center, 70 Florida Citrus Blvd., Winter Haven on Monday, April 6, 2026, and return them on Wednesday, April 8, 2026. The Town shall assume financial responsibility for the repair or replacement of any voting booths, voting equipment or other electronics lost or damaged either in transit or while in the Town's custody.

17. The Town Charter shall designate the Canvassing Board for the Town's election, which shall convene in a publicly noticed meeting open to the public in accordance with Section 286.011, Florida Statutes and Section 102.141 (2), Florida Statutes.

18. The Town Canvassing Board shall meet on Tuesday, April 7, 2026, at the Election Operations Center, 70 Florida Citrus Blvd., Winter Haven, to canvass mail ballot envelopes and precinct returns. The Canvassing Board will remain until unofficial results are documented.

19. The Town Canvassing Board shall meet on Thursday, April 9, 2026, at Dundee Town Hall to canvass the results of the Election, executing or causing the execution of the Certification of the Election.

20. Following Certification of the Election, the Town will conduct a manual audit of the voting system as specified in Section 101.591, Florida Statutes.

21. If the Town Canvassing Board calls for a recount, the Canvassing Board will attend the recount to be conducted at the Election Operations Center and not leave until the recount is completed.

TOWN OF DUNDEE MUNICIPAL ELECTION ADMINISTRATION AGREEMENT

ARTICLE V

1. In accordance with Florida Statutes, in its capacity as the Canvassing Board for the Town election, the governing body of the Town shall receive and dispose of any protest, challenge or contest and shall be responsible for any responses to any legal actions brought before a court or administrative agency of any level of government challenging the results of the election and defend the results of the election.

2. The Town shall hold harmless and defend the Elections Supervisor against all claims upon the Town's or its employees' negligent, unconstitutional, or criminal conduct or conduct of the Town's or its employees that violate elections laws that may be brought or filed against the Elections Supervisor's participation or assistance with the Town of Dundee election.

3. Any duty or responsibility of the Elections Supervisor as provided for in this Agreement, or as may be required by the Florida Election Code may, to the extent not prohibited by this Agreement or Florida Law, be carried out by any duly authorized employee, agent, or designee of the Elections Supervisor.

WHEREFORE, the parties hereto have agreed and set their hands as of the date set forth above.

APPROVED:

_____
SIGNATURE

_____
TITLE

DATED: _____

WITNESSED:

_____
SIGNATURE

_____
TITLE

DATED: _____

APPROVED:

_____
MELONY BELL

SUPERVISOR OF ELECTIONS
POLK COUNTY, FLORIDA

DATED: _____

WITNESSED:

_____
SIGNATURE

_____
TITLE

DATED: _____

This agreement is entered into this 20 ***day of*** *January,* ***2026***, by and between The Town of Dundee, in his/her official capacity as City Clerk for Dundee, Florida, hereafter referred to as The Town of Dundee, and Supervisor of Elections, hereafter referred to as "owner/manager/organization."

WHEREAS the Polk County Supervisor of Elections desires to obtain the use of the premises and facilities known as Dundee Community Center, located at 603 Lake Marie Drive, Dundee, FL 33838 ("premises") for use as a polling place for elections in calendar year 2026; and WHEREAS "owner/manager/organization" is agreeable to allowing the premises to be used as a polling place under the terms and conditions set forth below.

ACCORDINGLY, the parties agree as follows:

1. "Owner/manager/organization" agrees to allow the following described area(s), including available parking areas and directly-connecting passageways, to be used as a polling place on the dates listed below:

   Room: ***Dundee Community Center***

   Dates: **Tuesday, April 7, 2026, Municipal Election**
   Tuesday, May 5, 2026, Runoff Election (if needed)

   Other areas for use by Election Workers: (check if available)

Restroom Facilities	☐ **Available**	☐ **Not Available**
Kitchen or Break Area with Running Water	☐ **Available**	☐ **Not Available**

2. The premises are to be occupied and used by Election Staff from at least 6 am until after 7 pm when the polls have officially closed, and the election workers have completed all closing procedures and departed the facility. "Owner/manager/organization" agrees to permit entry to the premises on Election Day by at least 6 am according to the following arrangement: *(Check One)*

   ☐ "Owner/manager/organization" will be present to open and close the facility

   ☐ "Owner/manager/organization" will provide a key and security code (if applicable) to the Precinct Clerk upon request

   ☐ Other arrangement: _____

3. "Owner/manager/organization" will permit Supervisor of Elections staff and representatives to gain access to the premises on dates and times in addition to the above-mentioned dates and times for purposes of delivering, setting up, and removing election equipment and supplies. Arrangements between the parties with regard to dates and times for delivery, setup, and removal of voting equipment, supplies, and other materials shall be by mutual agreement.

***Delivery* of election supplies must be accepted on the *Monday* before each election.** Written advance notification of the scheduled delivery day and time will be provided, and the delivery driver will call approximately 30 minutes in advance of arrival.

***Removal* of election supplies must be permitted on the *Wednesday* following each election.** The removal driver will call approximately 30 minutes in advance of arrival.

Access to the facility may also be requested by the election workers on the **Monday before each election, for the purpose of setting up the polling room.** This includes placing tables and chairs, voting booths, signs, and other non-sensitive items. The Precinct Clerk will contact you directly to arrange access at a convenient time.

4. "Owner/manager/organization" certifies the individuals listed below are responsible for the following activities, and agrees to provide Supervisor of Elections with updates to this information as needed:

   - Access to the facility for delivery and pickup of election supplies
   - Access to the facility for pre-election setup
   - Access to the facility no later than 6 am on Election Day (unless a key will be provided)
   - Securing the facility after the election workers have departed (unless a key will be provided)

A primary and alternate contact is required for each type of access. *Be sure to check the appropriate box(es) for each individual's area of responsibility.*

Name Johnathan Vice ☐ Primary Access ☐ Primary Delivery ☐ Alt Access ☐ Alt Delivery

Phone 863-514-6636 Alternate Phone 863-438-8330 ext. 280

Email Jvice@townofdundee.com

Name Erica Anderson ☐ Primary Access ☐ Primary Delivery ☐ Alt Access ☐ Alt Delivery

Phone 863-438-8330 ext.258 Alternate Phone 863-270-1620

Email Eanderson@townofdundee.com

Name Nicholas Davis ☐ Primary Access ☐ Primary Delivery ☐ Alt Access ☐ Alt Delivery

Phone 863-969-2309 Alternate Phone _____

Email NDavis@townofdundee.com

Name Melissa Glogowski ☐ Primary Access ☐ Primary Delivery ☐ Alt Access ☐ Alt Delivery

Phone 863-438-8330 ext. 271 Alternate Phone 863-458-0027

Email Mglogowski@townofdundee.com

5. In the instance of an emergency at this facility on election day, "owner/manager/organization" certifies that:

   a. *The following person has authority to make decisions on behalf of the facility:*

      Name: Erica Anderson, Town Clerk

      Phone: 863-270-1620 Alternate Phone 863-438-8330 ext. 258

   b. *The following utility company(s) provide service to this facility:*

      Electric Provider: ***Duke Energy***

      Water Provide: ***Town of Dundee***

6. "Owner/manager/organization" agrees to provide the following equipment/access:

Tables and Chairs for use in the polling room	☐ **Available**	☐ **Not Available**
Three electrical outlets in the polling room	☐ **Available**	☐ **Not Available**

7. If the polling location is located inside a gated community, "owner/manager/organization" agrees to open the gates no later than 6 am on election morning and leave them open until at least 8 pm on election night. In lieu of leaving the gates open, "owner/manager/organization" may provide staff to open and close the gates for election-related traffic during that period. In the event that the polls are ordered to remain open past 7 pm, "owner/manager/organization" agrees to keep the gates open or staffed until at least one hour after the official closing of the polls.
8. "Owner/manager/organization" agrees to notify staff and other interested parties that access to the room to be used as the polling room is prohibited on election day between 7 am and after 7 pm when the polls have officially closed, except for voters eligible to vote in that precinct. **No one may enter or pass through the room for any reason**.
9. "Owner/manager/organization" acknowledges that solicitation for campaigns, candidates, and issues, including placement of temporary signs, may occur on the referenced property in the area outside 150' from the entrance to the polling place.
10. "Owner/manager/organization" acknowledges that distribution or placement of printed material of any kind, or items such as food or beverages is prohibited on Election Day within the 150' radius from the polling room entrance.
11. If no fee has been requested by "owner/manager/organization," no payment shall be rendered by Supervisor of Elections. If a fee has been requested, Supervisor of Elections shall pay to "owner/manager/organization" the amount of $0.00 for each election for use of the premises as set forth in this agreement. If the premises will not be used for a particular election, 10 days advance notice will be provided to the "owner/manager/organization" and no payment shall be made. Payment shall be rendered approximately 30 days following each election. "Owner/manager/organization" agrees the check will be issued as follows:

Make check payable: No payment is required for use of the premises for the Tow Dundee Election.

Mail check to: N/A _____

_____, Florida _____

12. "Owner/manager/organization" shall provide the premises to Election Workers in a clean and usable condition. Election Workers shall return the premises to "owner/manager/organization" in the same condition.

13. Supervisor of Elections, to the extent permitted by law, shall indemnify and hold harmless "owner/manager/organization" from and against any claims, damages, losses and expenses, including reasonable attorney fees and costs, arising out of or resulting from the use of the premises as a polling place as set forth in this Agreement, to the extent of its waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. "Owner/manager/organization" agrees to indemnify and hold harmless Supervisor of Elections from and against any claims, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of or resulting from the condition of the premises within the control of "owner/manager/organization."

14. "Owner/manager/organization" and Town of Dundee agree to the following additional conditions (if any):

    a. N/A_____
    _____
    b. _____
    _____
    c. _____
    _____

15. "Owner/manager/organization" acknowledges that written notice of any requested change to the terms of this agreement must be received by February 20, 2026, no later than 90 days prior to any election to ensure any resulting change may be accomplished within the requirements of Florida law.

16. The party authorized to execute this agreement on behalf of the Town of Dundee is:

    Name: Kenneth Cassel Title: Town Manager

    Phone: 863-438-8330 Ext. 222 E-mail: KCassel@townofdundee.com

    All correspondence related to the execution of the terms of this contract should be addressed to:

    Name: Erica Anderson Title: Town Clerk

    Phone: 863-270-1620 E-mail: Eanderson@townofdundee.com

    Mailing Address: 202 E Main St. Dundee, Florida 33838

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates stated below:

Town of Dundee, FLORIDA

_____
Erica Anderson, Town Clerk

_____
Date

Polk County Supervisor of Elections

_____ *(sign)*

_____ *(print)*

_____
Date

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 10th day of December, 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 no. 2250 & 8582, 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 37,700 & 96,600 = 134,300 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. 258, 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

_____
Erica Anderson, CMC
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 Floria 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 _____, 2026.

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: _____
Print Name: SUSAN K COLLINS

Its: MANAGER

Date: 10.4.2024

_____
↑ Witness signature ↑

Angela Duncan
↑ Witness signature ↑

Print witness name: Angela Duncan

_____
↑ Witness signature ↑

↑ Witness signature ↑

Print witness name: Madison 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 FLORIDA 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 _____, a _____, 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

_____ _____
Notary Public in and for the State of Florida at Large

RALDIRY 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;

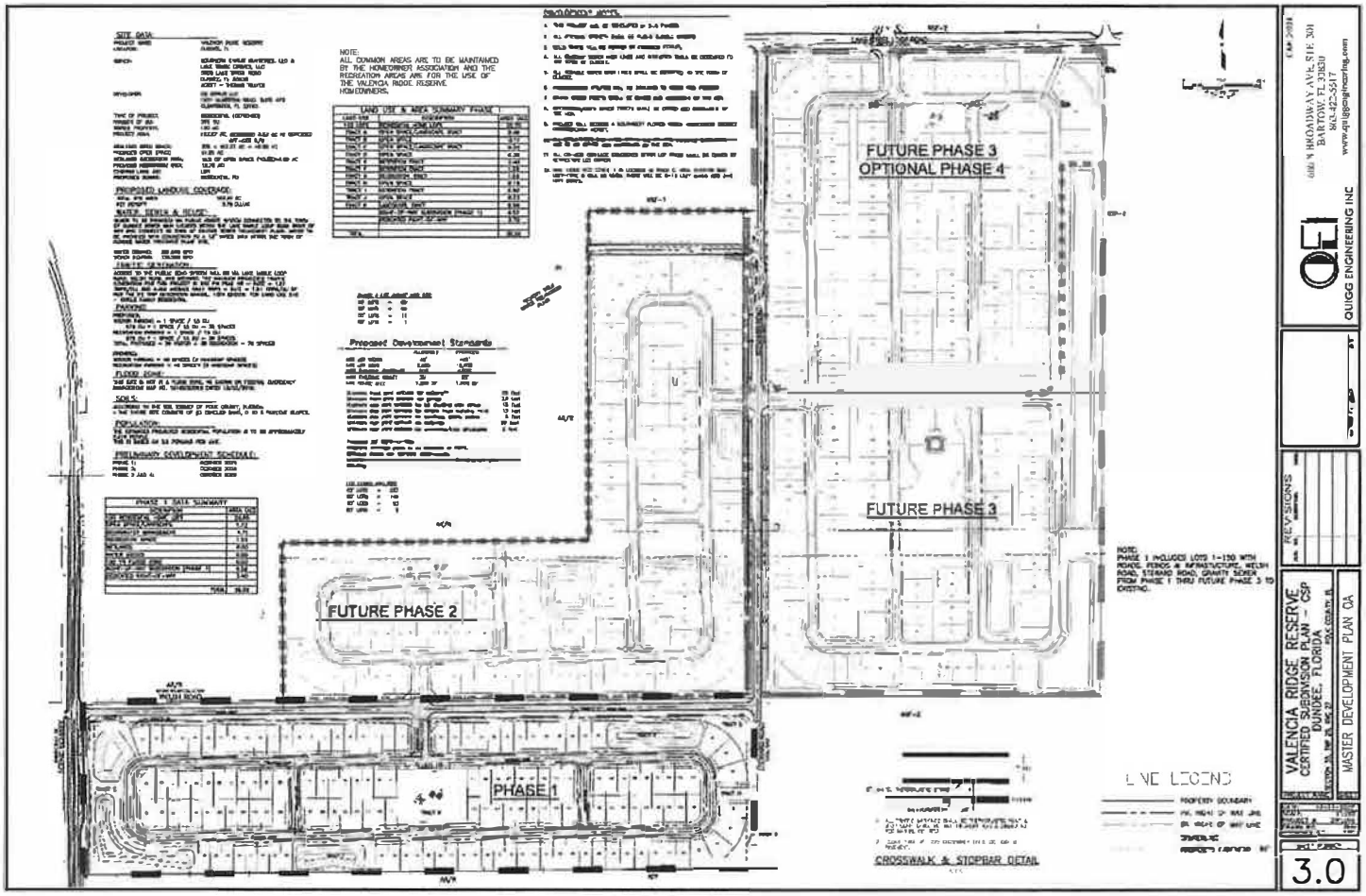
LESS AND EXCEPT THEREFROM ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT OF WAY OF STEWARD ROAD.

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.


FUTURE PHASE 3
OPTIONAL PHASE 4
FUTURE PHASE 3
FUTURE PHASE 2
PHASE 1
LAND USE & AREA SUMMARY PHASE I
Proposed Development Standards
PHASE 1 DATA SUMMARY
NOTE:
ALL COMMON AREAS ARE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND THE RECREATION AREAS ARE FOR THE USE OF THE VALENCIA RIDGE RESERVE HOMEOWNERS.
LINE LEGEND
CROSSWALK & STOPBAR DETAIL
VALENCIA RIDGE RESERVE
CERTIFIED SUBDIVISION PLAN - CSP
DUNDEE, FLORIDA
MASTER DEVELOPMENT PLAN OA
REVISIONS
QUIGG ENGINEERING INC
3.0

PROCLAMATION

WHEREAS, Black History Month dates back to 1926 and observes African American achievements; and

WHEREAS, Black History Month celebrates the achievements and contributions of African Americans in the United States; and

WHEREAS, Black History Month's intent is not only to increase the knowledge of black history in black communities, but also to spread information to American society as a whole; and

WHEREAS, all members of the nation are affected by black history because it is a part of American history, which should be celebrated by everyone; and

WHEREAS, Black History Month has become a symbolic time period in which the appreciation and celebration of African Americans begins every year and continues all year; and

WHEREAS, various celebrations will be held throughout the State of Florida in honor of Black History Month.

NOW, THEREFORE, I, Mayor Sam Pennant, on behalf of the Town Commission of the Town of Dundee, do, hereby, proclaim the Month of February 2026 as:

BLACK HISTORY MONTH

in our community and call upon the people of the Town of Dundee to recognize this special observance with appropriate ceremonies and activities.

In Witness Whereof, I have hereunto set my hand and caused the seal of the Town of Dundee to be affixed this 10th day of February 2026.

_____

Sam Pennant, Mayor

Attest:

_____

Erica Anderson, Town Clerk

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	February 10, 2026	**Submitted By:** Ken Cassel, Town Manager	
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, FOR THE REVIEW AND SELECTION OF A TOWN ATTORNEY		
STAFF RECOMMENDATION: **(**MOTION READY)	The Town Commission approves the selection of Vose Law Firm LLP as Town Attorney and authorizes the Town Manager to finalize and execute the professional services agreement, consistent with Section 3.11 of the Town Charter.		
SUMMARY *and/or* JUSTIFICATION:	The Town of Dundee recently issued a solicitation seeking qualified legal firms and/or attorneys to serve as Town Attorney. The Town Attorney provides legal advice and representation to the Town Commission and staff on matters including municipal governance, land use and development, contracts, procurement, public records, Sunshine Law compliance, and other legal issues affecting the Town. In response to the solicitation, the Town received proposals from interested firms and attorneys. These submittals have been provided to the Town Commission for review and consideration.		

SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**		
	STAFF REPORT:		**PROCLAMATION:**		
	EXHIBIT(S):	X	**OTHER:**		
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B*	Town Manager Memo Christman Law, P.L. Law Offices of Markeisha Smith Vose Law Firm, LLP Sabatini Lae Firm, P.A. Shepard, Smith, Hand, & Brackins				
SELECT, *if applicable*	**RESOLUTION:**		**ORI** **FISCAL IMPACT** *(if any)*		
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(If Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)*					

FISCAL IMPACT *(if any):*	Legal services are budgeted annually within the Town's Professional Services line item. Final costs will be based on the negotiated fee schedule and scope of services outlined in the agreement.	

Town of Dundee

Town Hall

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

MEMORANDUM

January 27, 2026

TO: Mayor and Commission
FROM: Ken Cassel, Town Manager
RE: Town Attorney Recommendation

As we discussed at past meetings, the position of Town Attorney was advertised for firms to submit a letter of interest by January 19, 2026. The Town received five such letters of interest. The firms ranged from single practitioners to firms with multiple attorneys. The firms that submitted were Vose Law Firm, Shepard Smith Hand & Brackins, Christman Law, Markeishia L Smith PA, and Sabatini Law Firm PA.

Lorraine, Erica and I have reviewed the submitted material individually and have met to discuss our observation and who would be the best firm for the Town. Prior to their submissions I did not know of any of the firms, nor have I worked with any of them. Based upon the information provided by the firms and the discussions with Lorraine and Erica and in accordance with section 3.11 of the Town Charter provided here for reference.

3.11. Town attorney.

There shall be a town attorney, appointed by the commission, after reviewing the recommendation of the town manager. The town attorney shall serve as legal advisor to the town commission and the town manager and shall perform any other duties prescribed by this Charter or as provided by ordinance and/or as directed by the town commission and/or town manager.

(Ord. No. 05-20, § 1, 2-22-05/4-5-05; Ord. No. 12-12, § 1, 2-14-12)

My recommendation is for the Commission to enter a contract with the Vose Law Firm LLP. I believe they are the best for the Town currently for the following reasons:

- They only do municipal law, therefore, there would be no potential conflicts with private business clients.
- They appear to be solution oriented and have a positive attitude of how we can vers a can't do.
- They have a team of seven attorneys that service fifteen clients throughout the state.
- Their clients are small to medium municipalities ranging from brand new to older established ones.
- In their practice their diversity of clients allows them to have gained wisdom and different ways to solve issues.
- Their primary office is in Winter Park
- They have a fixed flat fee structure that includes litigation.

Based upon the information submitted and the key points above I strongly believe the Vose Law Firm LLP is the best option for the town as we move forward to updating the land development codes and work through the comprehensive plan updates.

LETTER OF INTEREST FOR CHRISTMAN LAW, P.L. TO SERVE AS TOWN ATTORNEY FOR THE TOWN OF DUNDEE, FLORIDA

Prepared Especially for Town Manager, Ken Cassel and Town Clerk, Erica Anderson, Town of Dundee, Florida

January 16, 2026

CHRISTMAN LAW, P.L.

a professional limited liability company

Heather R. Maxwell, Esq
(863) 224-8900
hrchristman@icloud.com

January 16, 2026

INTRODUCTION

Pursuant to the request for Letters of Interest by the Town of Dundee, Florida, Town Commission, I respectfully submit this proposal for my firm to serve as Town Attorney for the Town of Dundee, Florida, on either an interim or permanent basis. This submission includes the basic elements of my proposal, firm philosophy, an overview of my firm, a list of practice areas of the firm, professional affiliations, and attorney profile.

LETTER OF INTEREST

Heather R. Maxwell, as principal of Christman Law, P.L. hereby submits this letter of interest to serve as the Town Attorney for the Town of Dundee, on either an interim or permanent basis, to provide necessary and requested legal services as directed by the Town Commission, individual Town Commission Members, Mayor, Town Manager, Town Clerk or Department Heads. This firm possesses the requisite expertise and proficiency to deliver comprehensive legal services in its capacity as Town Attorney, on the following basis.

Attorney Heather Maxwell (f/k/a Heather Christman) will perform the work as Town Attorney to the Town of Dundee and will be in attendance at all regular and special Town Commission meetings and at other meetings which she is requested to attend. Should an unavoidable conflict arise, a qualified substitute attorney will appear in Attorney Maxwell's place. Attorney Maxwell will also make every effort to attend civic events as a courtesy and at no charge to the Town when beneficial to the Town.

It is respectfully submitted that the firm's background and experience will enable Attorney Maxwell to provide the Town of Dundee a comprehensive array of local government legal services on a timely basis, in an efficient manner, for fair and reasonable compensation. Attorney Maxwell has practiced local government law in the State of Florida for approximately 19 years and has served as County and City Attorney for other Florida local governments, in doing so, she able to identify areas of synergy among the needs of her local government Clients and is delighted to pass on the resulting cost savings whenever possible. Attorney Maxwell's time in practice has included both non-litigation and litigation/trial practice. Inquiries are welcome regarding this proposal, Attorney Maxwell's experience or qualifications.

FIRM PHILOSOPHY

It is this firm's philosophy and practice in the representation of governmental clients to be non-political. As such, I do not favor any particular elected or appointed official in the rendering of legal services. I view my job as simply to dispense the highest caliber of legal services to the Town in a consistent manner, in cooperation with all Town officers and employees and refrain from becoming involved in any manner whatsoever with regard to political or administrative policy decisions. It is also my firm's philosophy and practice to be easily accessible, I make every effort to be available to my government clients at all times to address issues quickly and professionally as they arise. It is my opinion that it is only when legal services are rendered in this manner that legal counsel will be most effective and of maximum benefit to the Town.

ATTORNEY RESUME / FIRM OVERVIEW

Christman Law, P.L. was established in Polk County, Florida in 2010 by Heather R. Maxwell. Attorney Maxwell practiced municipal law and civil litigation at the Law office of Robert G. Fegers, in Winter Haven, Polk County, Florida, from 2007 until Judge Fegers' election to the Polk County Judiciary.

During the first decade of her practice, Attorney Maxwell devoted a substantial amount of her practice representing local government clients as well as private clients in matters involving local governments, such as eminent domain, land use issues, elections and public records matters, both litigation and non-litigation. In 2017, Attorney Maxwell made the decision to limit her practice to exclusively representing Florida local governments, with very limited exceptions.

Attorney Maxwell has served as Attorney for the following Florida local governments:

- City Attorney for the City of Eagle Lake (2007-2017; 2021-present)
- Town Attorney for the Town of Lake Hamilton (2013-2017; 2021-2024)
- Acting County for Walton County, Florida (2018, 2020)
- Assistant County Attorney for Walton County, Florida (2017-2021)
- Community Redevelopment Agency Attorney for the Eagle Lake CRA (2007-2017; 2021-present)

Attorney Maxwell has served as Special Magistrate for the following Cities:

- Town of Dundee, Code Enforcement
- City of Winter Haven, Code Enforcement
- City of Winter Haven, Land Development
- City of Winter Haven, Police Services
- City of Haines City, Code Enforcement
- City of Haines City, Police Department Traffic Camera Safety Program
- City of Wauchula, Code Enforcement

- City of Lake Alfred, Code Enforcement
- City of Fort Meade, Code Enforcement
- City of Frostproof, Code Enforcement
- Town of Howey-in-the-Hills, Code Enforcement

Attorney Maxwell also served as attorney for the Polk County Municipal Board of Examiners, hearing officer for the Polk County School Board, and attorney for private clients in eminent domain, land use and various other litigation and non-litigation matters.

Areas in which Attorney Maxwell has substantial experience relevant to any Florida county or municipality are as follows:

- All matters related to Comprehensive Plan, Zoning and Land Development Regulations;
- Representation City, County, Local Planning Agencies and CRA boards;
- Sunshine Law;
- Public Records;
- Ethics and Voting Conflicts;
- Litigation regarding development approvals and other Florida County/City matters;
- Legislative and Quasi Judicial processes and procedures;
- Drafting ordinances, resolutions;
- All matters related to municipal government procurement, bidding and bid contests;
- Capital improvement projects, including contractor disputes;
- Water, wastewater, and other public utility matters, from inception to completion;
- Impact fees and other municipal finance related matters;
- Contract drafting and negotiation;
- Municipal budget and millage process and procedures;
- Election matters including representation of canvassing boards;
- Eminent Domain;
- Code Enforcement;
- Litigation at both the trial and appellate level defending local government matters.

PRACTICE AREAS

Governmental
Municipal
Civil Litigation
Complex Litigation
Eminent Domain
Construction Litigation
Inverse Condemnation
Real Property
Zoning, Land Use, Environmental
Probate and Estate Planning

ATTORNEY PROFILE
HEATHER R. CHRISTMAN

Born: Midwest City, Oklahoma, July 2, 1977

Positions: Member/Manager, Christman Law, P.L., October 2010-Present
Associate Robert G. Fegers, P.L., August 2006-October 2010

Education: University of Florida, Bachelor of Science, 1999
Major: Microbiology and Cell Science

University of Florida, Levin College of Law, Juris Doctorate, 2002

Florida State University, Master of Science in Management, 2004

Admitted to Florida Bar: April 2007

Bar Admissions: All Courts of the State of Florida.

PROFESSIONAL REFERENCES

Ryan J. Taylor, Polk County, FL, Deputy County Manager
former Town Manager, Dundee, Florida - (863) 519-7400
Nicole Mcdowell, City Manager, City of Frostproof, Florida - (863) 635-7855
Dawn Wright, City Clerk, City of Eagle Lake, Florida - (863)287-2097

PROFESSIONAL AFFILIATIONS

Member, Florida Bar;
Past-Chair Board of Directors Our Children's Academy and Rehab Center;
Past Board Member, Our Children's Rehab Center;
Past Co-Chair, Advisory Board for the Lake Region High School Academy of Law, Justice and Governance;
Past Member, 10th Judicial Circuit Pro-Bono Committee;
Past Member, 10th Judicial Circuit Bench-Bar Committee;
Past Member, Florida Municipal Attorneys Association;
Past Member, Polk County Trial Lawyers Association;
Past Member, East Polk County Bar Association;
Past Member, Polk County Women's Bar Association.

I look forward to answering any questions you may have and look forward to meeting with the Town of Dundee Town Commission. If anything further is needed, please advise.

Respectfully submitted,

Heather R. Maxwell
For the Firm

LAW OFFICES OF
Markeishia L. Smith, P.A.
EVERY CLIENT EVERDAY
408 S 10th Street, Haines City, FL 33844
Ph: (863) 866-9917, Fax: (863) 438-6860

January 16, 2026

Ken Cassel, Town Manager
202 E Main Street
Dundee, Florida, 33838

Dear Mr. Cassel,

Please accept this Letter of Interest on behalf of The Law Offices of Markeishia L. Smith, P.A. in response to the Town of Dundee's solicitation for municipal attorney services. I respectfully submit my qualifications for consideration and would welcome the opportunity to serve as legal counsel to the Town Commission, Town Manager, and Town staff.

My name is Markeishia L. Smith, Florida Bar No. 122772, and I am the principal attorney of the firm, located at 408 S. 10th Street, Haines City, Florida 33844. I have been a member of the Florida Bar for nearly a decade, during which time I have guided thousands of clients through a wide range of legal matters. My practice includes municipal and local government representation, and I operate a small, hands-on firm to ensure consistent attorney involvement, accessibility, and practical guidance tailored to the day-to-day demands of municipal operations. I am directly available to elected officials and staff and may be reached at 863-866-9917 or msmith@thesmithlawfirm.org. Affiliated counsel Cheyenne Whitfield, Esq., provides additional depth and perspective, offering valued support as needed.

I understand the unique responsibilities of municipal counsel, including providing timely and practical legal guidance, attending commission and board meetings, and supporting elected officials and staff in conducting public business transparently and lawfully. I am adept at balancing legal risk with policy objectives, upholding the public trust, and ensuring compliance with Florida's Sunshine Law, Public Records Act, and ethics requirements. I have experience assisting with navigating growth and development for a municipality, and my practices aligns closely with the Town of Dundee's goal of promoting orderly growth while preserving community character and supporting long-term social and economic sustainability. I routinely assist with structuring land use decisions and development-related agreements that are transparent, legally defensible, and consistent with adopted plans and municipal objectives.

I currently serve as City Attorney for the City of Fort Meade in Polk County, Florida. I began my service as Interim City Attorney in October 2024 and was appointed City Attorney in June 2025. In this role, I provide proactive, solutions-oriented guidance to the City Commission, City Manager, Deputy Clerk, and staff on a broad range of legal, procedural, and policy matters. My approach emphasizes clarity, responsiveness, and collaboration, while strictly adhering to the Florida Constitution, Florida Statutes, the municipal charter, and applicable administrative rules.

LAW OFFICES OF
Markeishia L. Smith, P.A.
EVERY CLIENT EVERDAY
408 S 10th Street, Haines City, FL 33844
Ph: (863) 866-9917, Fax: (863) 438-6860

My municipal legal experience includes, but is not limited to:
• Municipal governance and Sunshine Law compliance
• Public records law and response coordination
• Ethics and conflicts of interest
• Employment and labor matters, including coordination with management, staff, and outside counsel
• Land use, zoning, and development matters
• Development, redevelopment, and territorial agreements
• Contracts and procurement
• Code enforcement
• Litigation management, including foreclosure actions
• Annexation matters
• Resolution and ordinance drafting
• Risk management, claims coordination, and policy development

My office is structured to provide responsive, efficient, and cost-effective legal services. I work closely with municipal officials, staff, and outside agencies to address both routine and emergent legal issues. As a small firm, the Town would benefit from my direct and consistent attorney involvement which would ensure continuity, accountability, and a deep understanding of the Town's priorities and operations.

References include:
• City of Fort Meade Commission (2024, 2025, and current)
• Jim Elenski, City Manager, Haines City
• Jane Waters, Former CRA Director, Haines City
• Additional references available upon request

I would welcome the opportunity to provide additional information or participate in an interview at the Town's convenience. I look forward to the possibility of serving the Town of Dundee. Thank you for your consideration.

Respectfully submitted,

M. Smith

Markeishia L. Smith, Esquire
Florida Bar No. 122772

LETTER OF INTEREST FOR

TOWN ATTORNEY SERVICES

FOR

TOWN OF DUNDEE, FLORIDA

BY

VOSE LAW FIRM LLP
ATTORNEYS & COUNSELORS AT LAW

Lead Attorneys: **Gretchen R. H. "Becky" Vose, Esq.**[‡]
Nancy Stuparich, Esq.
Wade C. Vose, Esq.[†‡]
Chloe Berryman, Esq.

Address: **324 W. Morse Blvd.**
Winter Park, Florida 32789

Contact Info: **Gretchen R. H. "Becky" Vose, Esq.**[‡]
407-448-0111
bvose@voselaw.com

Due Date: **January 19, 2025**

[†] *Wade Vose – Board Certified in City, County and Local Government Law*

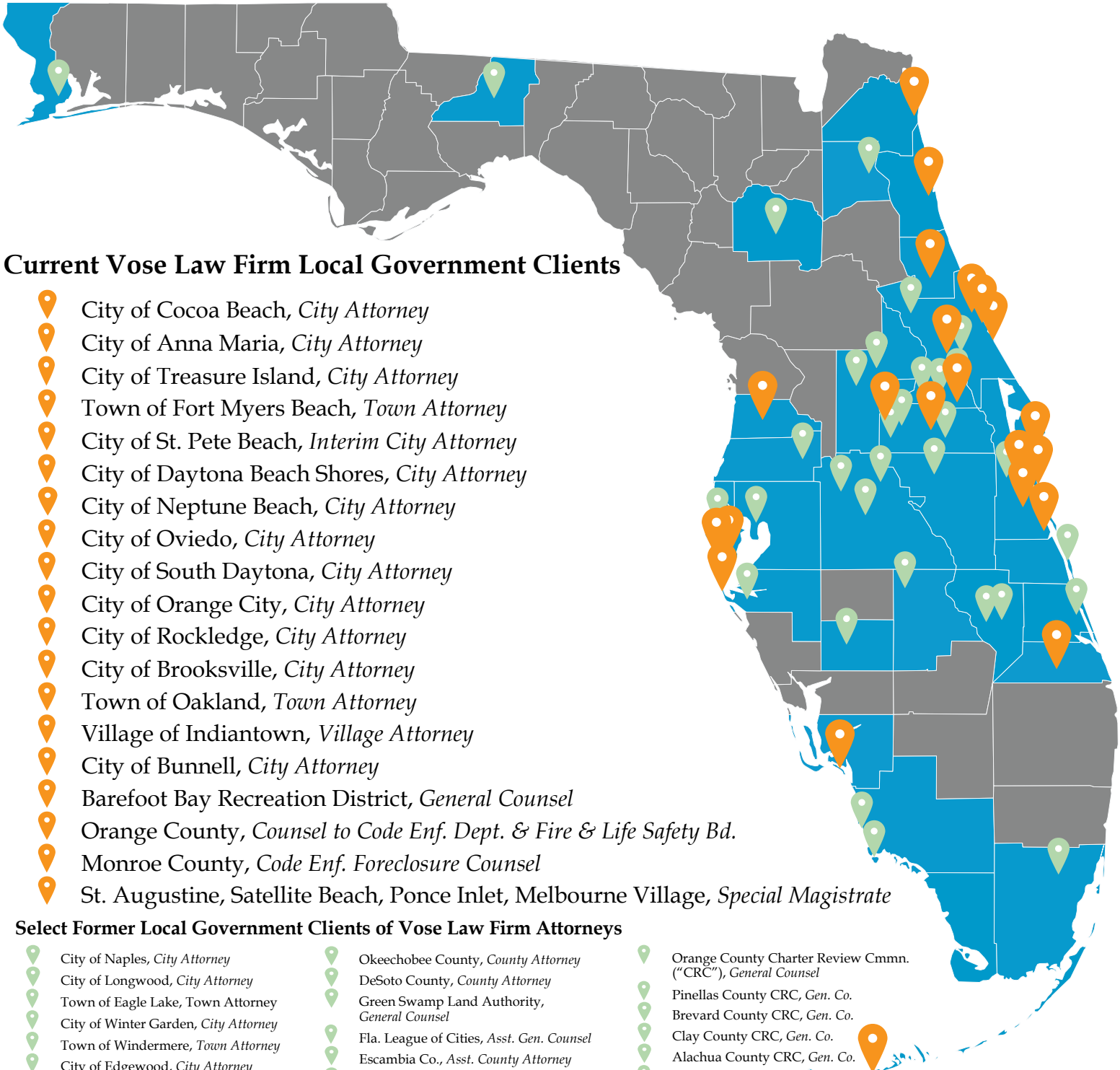
THE FLORIDA BAR BOARD CERTIFIED CITY, COUNTY & LOCAL GOVERNMENT LAW

[‡] *Wade Vose and Becky Vose – Rated AV Preeminent by Martindale-Hubbell*

Martindale-Hubbell AV PREEMINENT Peer Rated for Highest Level of Professional Excellence 2024

VOSE LAW FIRM LLP
ATTORNEYS & COUNSELORS AT LAW

Current & Former Local Government Clients



Current Vose Law Firm Local Government Clients

- City of Cocoa Beach, *City Attorney*
- City of Anna Maria, *City Attorney*
- City of Treasure Island, *City Attorney*
- Town of Fort Myers Beach, *Town Attorney*
- City of St. Pete Beach, *Interim City Attorney*
- City of Daytona Beach Shores, *City Attorney*
- City of Neptune Beach, *City Attorney*
- City of Oviedo, *City Attorney*
- City of South Daytona, *City Attorney*
- City of Orange City, *City Attorney*
- City of Rockledge, *City Attorney*
- City of Brooksville, *City Attorney*
- Town of Oakland, *Town Attorney*
- Village of Indiantown, *Village Attorney*
- City of Bunnell, *City Attorney*
- Barefoot Bay Recreation District, *General Counsel*
- Orange County, *Counsel to Code Enf. Dept. & Fire & Life Safety Bd.*
- Monroe County, *Code Enf. Foreclosure Counsel*
- St. Augustine, Satellite Beach, Ponce Inlet, Melbourne Village, *Special Magistrate*

Select Former Local Government Clients of Vose Law Firm Attorneys

- City of Naples, *City Attorney*
- City of Longwood, *City Attorney*
- Town of Eagle Lake, Town Attorney
- City of Winter Garden, *City Attorney*
- Town of Windermere, *Town Attorney*
- City of Edgewood, *City Attorney*
- City of St. Cloud, *City Attorney*
- Town of Pierson, *Town Attorney*
- City of Deltona, *City Attorney*
- City of Dade City, *City Attorney*
- Sem. Co. Supv. of Elect., *Gen. Counsel*
- Okeechobee County, *County Attorney*
- DeSoto County, *County Attorney*
- Green Swamp Land Authority, *General Counsel*
- Fla. League of Cities, *Asst. Gen. Counsel*
- Escambia Co., *Asst. County Attorney*
- City of Marco Island, *Planning Board Atty*
- Town of Indian River Shores, *Special Land Use Counsel*
- City of Miami Lakes, *Asst. City Attorney*
- Sem. Co. Tax Coll., *Outside Counsel*
- Sun 'N Lake Impr. Dist., *General Counsel*
- Orange County Charter Review Cmmn. ("CRC"), *General Counsel*
- Pinellas County CRC, *Gen. Co.*
- Brevard County CRC, *Gen. Co.*
- Clay County CRC, *Gen. Co.*
- Alachua County CRC, *Gen. Co.*
- N. Lake County Hospital Board of Trustees, *General Counsel*
- City of Bradenton, *Charter Review Counsel*
- Lake Co., Hillsborough Co., *VAB Magistrate*
- City of Ft. Pierce, *Special Invest. Counsel*
- Lake County, *Land Use Special Magistrate*

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VOSE LAW FIRM LLP
ATTORNEYS & COUNSELORS AT LAW

January 19, 2025

Ken Cassel, Town Manager
202 E Main Street
Dundee, Florida, 33838

Re: Proposal for Town Attorney Services for the Town of Dundee, Florida

Dear Mayor, Vice-Mayor and Town Commission Members:

It is with pleasure that the Vose Law Firm submits this proposal to provide Town Attorney Services for the Town of Dundee, Florida. The Vose Law Firm is a statewide local government law firm with its primary office in Winter Park (one hour from Dundee). **We currently serve as City/Town/Village Attorney for 15 municipalities**—St. Pete Beach, Treasure Island, Cocoa Beach, Fort Myers Beach, Daytona Beach Shores, Anna Maria, Neptune Beach, South Daytona, Brooksville, Rockledge, Bunnell, Indiantown (Florida's newest municipality), Oviedo, Orange City, and Oakland.

We propose that the Vose Law Firm would be named the Town Attorney of Dundee, with **Becky Vose, Wade Vose, Nancy Stuparich and Chloe Berryman** as the lead attorneys for Dundee. These lead attorneys collectively have over 130 years of experience representing local governments. Our attorneys have provided legal counsel to well over one hundred (100) Florida local governmental entities, including holding the position and serving as City Attorney, Town Attorney, Village Attorney, County Attorney, and General Counsel for well over thirty (30) different Florida local governments. Our firm is rated AV Preeminent by Martindale-Hubbell, and our firm has been listed in the Bar Register of Preeminent Lawyers. Our firm's other expert local government attorneys would always be available to provide legal services as needed for the Town of Dundee.

Our firm is unique among local government firms in numerous ways including:

- Our billing is a flat monthly charge—*including litigation*—resulting in complete budgetary certainty for the Town as to legal expenses.
- We *only* represent local governments—we never represent private clients.
- We will *never* have a conflict with the Town of Dundee.
- There will never be any hesitancy for Town Commission members and Town staff to contact us since there will never be any bills based on hourly charges.
- We keep our cell phones on 24/7/365—you will have our cell numbers and we consistently return calls promptly if we can't immediately answer your call.
- We have the depth of field and experience so that we can provide *complete* legal services to the Town.

The Vose Law Firm has a fast paced and active practice; however, rest assured that we have the time, ability, desire, commitment, and passion to provide prompt, high quality legal services to the Town of Dundee as its Town Attorney at an affordable price. We would be honored and thrilled to provide Town Attorney services for the Town of Dundee, and the attorneys of the Vose Law Firm are ready, willing and able to immediately take over the representation of the Town.

At any time, the full resources of the Vose Law Firm would be available to the Town of Dundee for one reasonable, flat monthly payment. That includes the active involvement and representation by eight (8) highly experienced and competent local government, land development, and litigation attorneys of the firm. The depth of field and legal expertise as to local government, land use, and litigation representation will be the best available in Florida.

Because of our extensive local government experience, we believe that we would be an ideal law firm to represent the Town of Dundee as its Town Attorney. Our preferred "all inclusive" fee arrangement "including litigation", would result in budgetary predictability as to legal services, as well as unlimited access to eight (8) expert local government lawyers.

We are used to taking over the legal representation of a municipality upon a moment's notice, without the municipality or the firm missing a beat. We assure you that if chosen, we will perform the Town of Dundee's legal work in a timely and professional manner, and you will be exceptionally satisfied with our legal services.

The point of contact for this proposal is Becky Vose, who is authorized to execute contracts on behalf of the firm, and who is available by cell phone at 407-448-0111, and by email at bvose@voselaw.com, with an address of 324 W. Morse Blvd, Winter Park, FL 32789. Thank you in advance for your review and consideration of our proposal.

Sincerely,

Gretchen R. H. "Becky" Vose, Esq.
Founding Partner

VOSE LAW FIRM LLP
ATTORNEYS & COUNSELORS AT LAW

Management and Technical Approach to Providing Legal Services

"When our clients succeed, so do we!"

The most important services a town attorney can provide are: i) timely, accurate and thorough legal services that meet the needs of the town; ii) proactive resolution of pending claims to prevent future claims against the town; and iii) to creatively formulate legal strategies to accomplish the goals of the Town Commission. There are a myriad of ways to accomplish these goals, and the attorneys of the Vose Law Firm are skilled in achieving excellent results for their clients, and in keeping their clients out of unnecessary litigation.

Our firm uses a collaborative approach to legal services.

One way that the attorneys of the Vose Law Firm ensure timely, accurate, and thorough legal services for their clients is the use of a collaborative approach to the rendering of services. The attorneys and paralegals of the firm have regular weekly meetings to discuss pending issues and cases. As new issues arise, informal meetings are held daily to discuss them again. In this way, at any one time, more than one attorney in the firm is fully cognizant of outstanding issues. In the unlikely event that the attorneys who are primarily responsible to a client is unavailable to deal with an emergency, there will always be a back-up attorney to provide the needed services. Opinions rendered by the attorneys of the firm are typically reviewed by another attorney in the firm before such opinion is issued.

If chosen to represent the Town of Dundee, we propose that the Vose Law Firm would be named Town Attorney, with **Becky Vose, Wade Vose, Nancy Stuparich, and Chloe Berryman as lead attorneys** for the Town of Dundee. These lead attorneys are some of the most experienced attorneys of our firm, and they have extensive experience representing municipalities.

The collaborative approach to Town Attorney services proposed for the Town of Dundee is the same manner and approach utilized by our firm in its representation of its other local government clients. It is common that similar issues arise in multiple local governments, and our clients benefit, both financially and substantively from the collaborative representation by multiple attorneys in our firm. This collaborative approach to our representation of local government clients has historically worked extremely well to ensure uninterrupted, thorough, and expert representation of our local

government clients. The axiom, "two heads are better than one," is almost always true, and eight heads are even better!

We understand that we work *for* the Town Commission.

When our firm represents a town, we work ***for*** the Town Commission, and we work ***with*** the town manager and town staff. In virtually all the local governments we represent we have an extremely cordial and positive relationship with *both* the elected governing body and the government staff. Our work is easier, and results are better, when the Town Attorney, the Town Manager, and staff work harmoniously, but rest assured, we understand that we work *for* the elected officials.

We also understand that we are not members of the Town Commission – no one voted for us. Our personal policy preferences (even if we have any, which we usually do not) never influence our legal advice. All the attorneys of our firm are friendly and work well with others, but we are extremely strong willed when someone attacks or sues one of our clients. We only represent local governments, so we do not have to worry about divided loyalties when dealing with local businesses or developers.

We are dedicated to formulating creative legal strategies to accomplish the Town Commission's goals.

We also understand that our job is not to be the ones who say "no" all the time. We've seen it time and again in interactions between commissions or staff and their attorney, where the attorney, unhelpfully, just says "no, we can't do that" or "no, that's illegal," without helping to find an alternative.

Rather, our job, as we see it, is to creatively, insightfully, help you come up with a way to accomplish your goals. Often, we find that folks may have a goal they want to achieve, and also an idea about how to get there. Sometimes the way they think of getting there has some legal problems or risks, or sometimes it is outright illegal. But we see it as our job to see where you're trying to get, and creatively say "we can't get there this way, but we can get there this way or this way," and then the goal you're trying to accomplish would be legally defensible and on a much more secure footing.

When you need us, we *will* be there.

The attorneys of our firm are available to our clients at all hours and days, including weekends, holidays and evenings. We know that when our clients need us, we have to be available – and we are. All the attorneys of our firm always keep their cell phones available and turned on (except when muted during meetings). We also monitor our emails regularly.

Recently, Nancy Stuparich answered a quickly set up conference call relating to an emergency that had just occurred in one of our cities. Nancy answered the call even though she was on vacation out of state. After several minutes of discussing the situation, Becky Vose, who was also on the conference call, noticed a persistent whistling sound on the phone. Becky asked what the sound was and Nancy, who is a tri-athlete, responded that she had answered the call at about mile 11 of a marathon that she was running. She had been fully participating in the conference call, making excellent recommendations to our client, while running a marathon. That is an example of the energy and enthusiasm our firm brings to our clients.

At any time, the full resources of the Vose Law Firm will be available to the Town of Dundee. That includes the active involvement and representation by eight (8) highly experienced and competent local government attorneys of the firm. **The depth of field and legal expertise as to local government representation that will be available to the Town of Dundee from the Vose Law Firm is the best available in Florida.**

We *only* represent local governments, not developers or vendors.

It is common for law firms to have several lawyers who sometimes represent local governments, while those same lawyers, and other lawyers in the same firm, also represent private clients. Those private clients often include clients that sue local governments, or that have direct dealings with local governments, such as developers or vendors. Those firms cannot help but have conflicts and divided loyalties.

Our firm is completely different because we *only* represent local governments. We do not represent clients that sue local governments. We also do not represent developers or vendors with interactions with local governments. We are extremely careful not to create situations in which our firm has a conflict with any of our local government clients. If chosen as Town Attorney for the Town of Dundee, our loyalty will never be divided.

The Town of Dundee would receive our firm's highest priority, and we have the skills and availability to fully accommodate the Town's work.

The Vose Law Firm has a fast paced and active practice; however, rest assured that we have the time, ability, and passion to provide prompt, high quality legal services to the Town of Dundee. Because of our extensive history performing city/town attorney work, the attorneys of the Vose Law Firm have a thorough understanding of the scope of work that will be required of the Town Attorney for the Town of Dundee. Because we look to the long term while representing local governments, and because of our fixed fee arrangement with our clients, we will strive to keep the Town out of trouble and proactively work with the Town for the mutual benefit of the Town and our law firm. **Again, when our clients succeed, so do we!**

VOSE LAW FIRM LLP
ATTORNEYS & COUNSELORS AT LAW

Specific Municipal and other Local Government Experience by Topic

General Legal Services Performed for other Local Government Clients

The attorneys of the Vose Law Firm regularly attend meetings and advise City/County Councils/Commissions, as well as other boards, including but not limited to CRA, Planning and Zoning, Code Enforcement, for each of the governmental entities that we represent. We strive to get out in front of issues and encourage open communication and dialogue from government administration and board members. The Vose Law Firm regularly advises clients on the following matters:

- ***Attendance and legal representation at County Commission, City Council, City Commission, and other board meetings***
- ***The "Sunshine Law"***
- ***The "Public Records Law" (sometimes referred to as FOIA)***
- ***The ethical standards of elected and appointed officials and employees***
- ***Home Rule***
- ***Exercise of police power***
- ***Practices and procedures of local governments***
- ***Legislative vs. Quasi-judicial matters***
- ***Voting conflicts***
- ***Full and public disclosure of financial interest***
- ***Parliamentary Procedures***
- ***Other matters relating to public service as an elected official***
- ***All other areas of municipal law***

The Vose Law Firm and its attorneys have provided such counsel to the myriad of local governmental agencies represented by them over the years when holding the following positions:

1) City Attorney, City of Naples, Florida
2) City Attorney, Cocoa Beach, Florida
3) City Attorney, Anna Maria, Florida
4) City Attorney, St. Pete Beach, Florida
5) City Attorney, Treasure Island, Florida
6) City Attorney, South Daytona, Florida
7) City Attorney, Daytona Beach Shores, Florida
8) City Attorney, Oviedo, Florida

9) City Attorney, Neptune Beach, Florida
10) City Attorney, Rockledge, Florida
11) City Attorney, Orange City, Florida
12) City Attorney, Brooksville, Florida
13) City Attorney, Dade City, Florida
14) City Attorney, Deltona, Florida
15) City Attorney, Edgewood, Florida
16) City Attorney, St. Cloud, Florida
17) City Attorney, Eagle Lake, Florida
18) City Attorney, Longwood, Florida
19) City Attorney, Winter Garden, Florida
20) City Attorney, Bunnell, Florida
21) County Attorney, Okeechobee County, Florida
22) County Attorney, DeSoto County, Florida
23) Village Attorney, Indiantown, Florida
24) Town Attorney, Fort Myers Beach, Florida
25) Town Attorney, Windermere, Florida
26) Town Attorney, Oakland, Florida
27) Town Attorney, Pierson, Florida
28) General Counsel to the Seminole County Supervisor of Elections
29) General Counsel to the Seminole County Tax Collector
30) General Counsel to the Pinellas County County Attorney Oversight Committee
31) Special Counsel to City of Indian River Shores to rewrite Land Development Code
32) Assistant City Attorney Marco Island, Florida
33) Assistant City Attorney Miami Lakes, Florida
34) City Prosecutor for City of Orlando
35) City Prosecutor for City of Edgewood
36) City Prosecutor for City of Winter Garden
37) City Prosecutor for the City of St. Augustine
38) Counsel to the City of Bradenton as to Charter matters
39) General Counsel to 2024 Orange County Charter Review Commission
40) General Counsel to 2024 Pinellas County Charter Review Commission
41) General Counsel to 2016 Orange County Charter Review Commission
42) General Counsel to 2016 Pinellas County Charter Review Commission
43) General Counsel to 2016 Brevard County Charter Review Commission
44) General Counsel to 2018 Clay County Charter Review Commission
45) General Counsel to 2020 Alachua County Charter Review Commission
46) Counsel to the Pinellas County County Attorney Oversight Committee
47) Counsel to the 2021 Pinellas County Redistricting Board
48) Counsel to the City of Cocoa Beach Charter Review Committee
49) Counsel to the City of Bunnell Charter Review Committee
50) Counsel to the City of Deltona Charter Review Committee
51) Counsel to the Dade City Charter Review Committee

52) Counsel to the City of Longwood Charter Review Committee
53) Counsel to the City of Winter Garden Charter Review Committee
54) Counsel to the City of St. Cloud Charter Review Committee
55) Counsel to the Town of Pierson Charter Review Committee
56) Counsel to the Town of Oakland Charter Review Committee
57) Counsel to the Town of Edgewood Charter Review Committee
58) Counsel to City of Orlando Civil Service Board
59) Counsel to Eagle Lake Planning and Zoning Board
60) General Counsel for Green Swamp Land Authority
61) Special Counsel to City of Ocoee
62) Counsel to the City of Cocoa Planning and Zoning Board
63) Counsel to City of St. Cloud Planning and Zoning Board
64) Counsel to the City of Naples
65) Counsel to the Escambia County Planning Board
66) Special Counsel to City of Casselberry
67) Counsel to the City of Cocoa Beach CRA
68) Counsel to City of Orlando Historic Preservation Board
69) Counsel to the City of Deltona Collective Bargaining Committee
70) Counsel to the City of Cocoa Beach Board of Adjustment
71) Counsel to the City of Brooksville Planning Commission
72) Special Counsel to Orange County as to Environmental Claims
73) Counsel to the Dade City Planning Board
74) Counsel to the Naples Design Review Board
75) Counsel to the City of Orlando Zoning Board
76) Counsel to the City of Deltona Planning and Zoning Board
77) Counsel to the City of Naples Planning Advisory Board
78) Counsel to City of Orlando Board of Adjustments
79) Counsel to City of St. Cloud Civil Service Board
80) Counsel to the City of St. Cloud Code Enforcement Board
81) Counsel to the City of St. Augustine Code Enforcement Board
82) Special Litigation Counsel to Orange County Property Appraiser
83) Counsel to City of Longwood Code Enforcement Board
84) Attorney for Orange County Fire & Life Safety Code Board of Adjustments & Appeals
85) Counsel to City of Longwood Planning and Zoning Board
86) Counsel to the City of St. Augustine Planning and Zoning Board
87) Counsel to City of St. Cloud Pension Board
88) Counsel to the City of Orlando Board of Adjustments and Appeals
89) Special Counsel to Orange County as to §1983 Civil Rights Litigation
90) Attorney to the Orange County Code Enforcement Department
91) Special Counsel to the Orange County Sheriff's Office
92) Special Counsel to the Town of Oakland as to land development and litigation matters
93) Attorney for North Lake County Hospital Board of Trustees

94) Special Counsel to City of DeLand
95) Conflict Counsel/Special Counsel for City of Largo
96) Special Counsel to City of Orlando as to Eminent Domain matters
97) Special Counsel to Orange County as to Code Enforcement Foreclosures
98) Special Magistrate to the Lake County Value Adjustment Board
99) Special Magistrate to the Hillsborough County Value Adjustment Board
100) Special Magistrate to the City of Satellite Beach
101) Special Magistrate to the City of Davenport
102) Special Magistrate to the City of Ponce Inlet
103) Special Magistrate to the City of St. Augustine
104) Land Use Special Magistrate to Lake County
105) Special Counsel to the Orange County School Board as to eminent domain matters
106) Eminent Domain Mediation Services for Florida Turnpike Authority, FDOT, Seminole County, Orange County, Hillsborough County, Lake County, Polk County
107) Counsel to Florida State Court Administrator, Office of Court Education
108) Counsel to Florida Department of Business and Professional Regulation
109) Counsel to Florida House of Representatives
110) Special Counsel to Monroe County regarding code enforcement matters

Specific Legal Services Performed for other Local Government Clients

A. Administrative matters and proceedings

The Vose Law Firm's extensive administrative experience includes not only dealing with administrative matters and proceedings within the municipalities we represent, but also dealing with administrative matters and proceedings in state, federal and county venues.

B. Code of Ordinances, and Comprehensive Plan issues

The attorneys of the Vose Law Firm work every day on issues relating to code of ordinances, and comprehensive plans. We regularly draft and amend ordinances, comprehensive plan provisions. We also interpret ordinances, comprehensive plan provisions, and charter provisions (as applicable) as well as defend them in court.

C. Code Enforcement

The attorneys of our firm handle all code enforcement matters for all the governmental agencies we represent. In addition, the Vose Law Firm has represented the Orange County code enforcement department continuously since 1993 and also represents the code enforcement department in Monroe County. Our firm also has extensive experience litigating code enforcement matters in court, including code enforcement lien foreclosures and defense of suits against our clients relating to code enforcement.

D. Contract Law

The attorneys of Vose Law Firm have extensive experience drafting a plethora of contracts (routine and specialized) on virtually all subjects dealt with by local government agencies. We hold a license for unlimited access to AIA documents if those are desired to be used by the City in certain instances. In addition, the attorneys of our firm are extremely experienced in litigating issues relating to governmental contracts.

E. Drafting and reviewing Ordinances and Resolutions

Our firm regularly drafts, reviews and interprets ordinances and resolutions for our local government clients, and we also advise clients as to when new ordinances or resolutions may be necessary. We will draft or review every ordinance or resolution before it goes onto the agenda to ensure quality and legal sufficiency.

F. Federal, State and local ethics laws

As a part of our firm's representation of our clients as county or city attorney we are intimately involved in all aspects of ethics laws that apply to such counties or cities and its employees, officers, board members and vendors. As a regular part of the services we provide to our clients, our attorneys give the required Four Hour Ethics Course if requested as well as instruct other board members as to ethics matters while also providing information as to Sunshine Law and public records law matters.

G. Constitutional Law

A thorough understanding of both the Florida Constitution and the United States Constitution are absolutely vital to providing legal services to our governmental clients and all of our attorneys are well educated on these subjects and keep abreast of evolving case law regarding constitutional matters.

H. Other Federal, State and Municipal Laws & Ordinances

There are a plethora of federal and state laws that significantly impact local government law and the attorneys of the Vose Law Firm are extremely familiar with such laws and keep up with the ever evolving changes in the laws. As soon as we are hired by a governmental agency to act as its attorney, our attorneys become totally familiar with that client's ordinances.

I. Land Use and Zoning

The Vose Law Firm and its attorneys have practiced in the field of land use law as part of their representation of all their governmental clients over the years. Our attorneys have

extensive experience writing and interpreting zoning and land use ordinances and comprehensive plan provisions and dealing with Florida's Comprehensive Growth Management Act, zoning, development agreements, platting issues, development orders, and enterprise zones. Nancy Stuparich has an MPA & MSP in Public Administration and Urban Planning from Florida State University and is a Redevelopment Professional (FRA-RP) certified by the Florida Redevelopment Association. Wade Vose has been instrumental in the development of the new comprehensive plan and land development regulations for Florida's newest municipality, the Village of Indiantown. Becky Vose completed a re-write of the Town of Indian River Shores land development code. They have been involved in significant land use litigation on behalf of public clients. The reported case of City of Orlando vs. The School Board of Orange County was handled by Ms. Vose and helped establish the appellate law in Florida relating to the effect of municipal zoning on other public uses.

J. Litigation in State and Federal Courts

The Vose Law Firm has handled litigation in both state and federal courts for virtually all cities we have represented as city attorney. The firm currently is handling civil litigation for Okeechobee County, the City of Brooksville, the City of South Daytona, the City of Daytona Beach Shores and the City of Cocoa Beach. As outside counsel, our firm has successfully represented in litigation Orange County, the Orange County Property Appraiser, and Monroe County.

K. Leases and Agreements

Our firm has extensive experience in drafting and reviewing leases involving our governmental clients, whether the client is the landlord or the tenant. We are also adept at litigating issues relating to leases and other landlord/tenant issues.

L. Property Easements

The attorneys of the Vose Law Firm frequently draft and interpret property easements of all types for the local governments they represent. They also have extensive experience in the acquisition of easements for their clients.

M. Purchase, Lease and Sale of City Real Property

The attorneys of the Vose Law Firm regularly handle the purchase, lease and/or sale of real property on behalf of our clients. Currently, Becky Vose is handling the purchase by Fort Myers Beach of property for its new Town Hall, and recently handled the sale of property for the City of Daytona Beach Shores and handled litigation to clear title to certain land owned by the City of Cocoa Beach in preparation for the sale of the property to a third party.

N. Public Utility Matters

The attorneys of the Vose Law Firm handle all public utility matters for our clients. In addition, our firm has extensive experience rendering legal advice and drafting documents relating to utility taxes and utility franchise agreements. The representation of each of the clients of the firm has included the drafting and reviewing of numerous franchise agreements with various utility companies. The representation of the City of St. Cloud included handling the complex transaction between the Orlando Utilities Commission and St. Cloud as to the "take over" of the St. Cloud electrical system by the OUC.

O. Public Records and Sunshine Law Matters

Rendering legal advice to our clients as to both public records and Sunshine Law matters is an almost daily occurrence for our attorneys. As a regular part of the services we provide to the clients we represent, our attorneys teach the required Four Hour Ethics Course if requested, as well as giving regular training on ethics, Sunshine law, and public records matters to other board members. In addition, we have experience litigating matters implicating the public records law and/or the Sunshine Law.

P. Provide advice and counsel at staff meetings as directed by the our governmental clients.

One aspect of getting in front of issues involves having an open dialog with staff about issues that will come before the Council in future meetings. We encourage Council Members and staff to call, text, or email us about any concerns they may have about an agenda item. Some issues require research or preparation, and we strive to resolve all relevant issues prior to the meeting so that the agenda item does not need to be pulled due to a legal concern.

Q. Address legal issues affecting financial matters of our clients, including user fees, impact fees, franchise fees, and special assessments.

Virtually all of our governmental clients over the last 50 years have received extensive assistance from the attorneys of our firm on financial matters, including, but not limited to, user fees, impact fees, and special assessments.

R. Review Requests for Proposals, bid invitation documents, development review applications, agenda items, and other pertinent matters as directed.

The attorneys of the Vose Law Firm regularly review, then assist and advise their local government clients on purchasing and procurement matters, development review applications, all agenda items, and any other legal issues that arise in the course of the representation of the governmental entities we represent.

S. Address and advise clients in community development issues including, but not limited to, land use law, Florida's Comprehensive Growth Management Act, zoning, code enforcement, development agreements, development orders, developments of regional impact, and condemnation.

The Vose Law Firm and its attorneys have practiced in the field of land use law as part of their representation of virtually all their governmental clients over the years. Becky Vose has been representing local governments for 50 years and has handled all manner of land use, zoning, CRAs, and other such matters. The attorneys of the Vose Law Firm have extensive experience writing and interpreting zoning and land use ordinances and dealing with Florida's Comprehensive Growth Management Act, zoning, redevelopment districts, code enforcement, development agreements, development orders, developments of regional impact, and enterprise zones. Wade Vose has been instrumental in the development of the new comprehensive plan and land development regulations for Florida's newest municipality, the Village of Indiantown. The Vose Law Firm completed a re-write of the Town of Indian River Shores land development code. They have been involved in significant land use litigation on behalf of public clients as well as private clients. The reported case of City of Orlando vs. The School Board of Orange County was handled by Ms. Vose and helped establish the appellate law in Florida relating to the effect of municipal zoning on other public uses.

T. Address and advise City in utility taxes and utility franchise agreements as they relate to Florida governmental agencies.

The Vose Law Firm has extensive experience rendering legal advice and drafting documents relating to utility taxes and utility franchise agreements. The representation of each of the clients of the firm has included the drafting and reviewing of numerous franchise agreements with various utility companies. The representation of the City of St. Cloud included handling the complex transaction between the Orlando Utilities Commission and St. Cloud as to the "take over" of the St. Cloud electrical system by the OUC. The firm is currently negotiating a new franchise agreement with Duke Energy for electrical service to the Town of Oakland.

U. Address and advise City on special assessments and special assessment collections and liens.

The Vose Law Firm has provided general legal services in the areas of special assessments and special assessment collection and liens for each of the governments represented by the firm. In addition, the firm did extensive work for the City of Longwood in reviewing and collecting long over-due special assessments, and the firm has represented Orange County as to CEB lien foreclosures and settlements for the last 25 years.

V. Address and advise governments in the additional following areas: Sunshine Law

and public records law; home rule; exercise of police power; practice and procedures before local government land use issues, legislative, and quasi-judicial bodies; and all other areas of municipal law.

The Vose Law Firm regularly advises clients on the matters above as part of its day to day practice. These are among the most common questions facing local government officials, and as City Attorney, we encourage City staff and officials, including not just the City Council, but also board members for advisory boards, to contact us if they have any questions about any of these matters. Additionally, we remain in regular contact with county staff to advise staff on the law as well as providing opinions on best practices and procedures.

W. Responding to requests from City Commissioners or City staff within the time period required by the City.

The attorneys at the Vose Law Firm are aware that advising local governments is not strictly an 8 to 5 affair. It is our practice to answer every phone call from a client immediately unless we are in another meeting or in court. When possible, we text the person calling if we are not immediately available to let the caller know when to expect a return call. If something cannot wait, typically it will be easy for a client to reach out to another attorney in the firm and get answers to questions. We are available after hours and on weekends as well, whether for meetings or for situations that are time sensitive.

X. ***Representation of local governments in diverse litigation in state, federal and appellate courts, and Alternative Dispute Resolution experience.***

All of the attorneys of the Vose Law Firm have significant experience with alternative dispute resolution techniques. Becky Vose became certified as a certified circuit court mediator in the 1990s and has mediated hundreds of cases, most of which involved at least one governmental agency.

Y. Condemnation (Eminent Domain) under Florida law

The Vose Law Firm's eminent domain experience includes the full range of eminent domain practice including initial pre-litigation advice and drafting of resolutions, preparation of all pleadings, numerous contested as well as uncontested Order of Taking hearings, settlement negotiations and drafting of settlement documents, mediations, jury trials, and appeals. In addition, they have extensive experience dealing with issues of public use, incidental private use, necessity, inverse condemnation, business damages, severance damages, damages to non-profit entities, historically significant properties, cost to cure, consolidation of parcels, and down-zoning issues. The firm has recently successfully completed eminent domain proceedings for the City of Deltona.

As both an Assistant City Attorney for Orlando and as Special Counsel to the City of Orlando, Ms. Vose represented the City of Orlando for over 15 years in eminent domain litigation. During that time, she represented the City as to numerous acquisitions including rights-of-way, pedestrian walkways, park lands, land for parking areas, easements for sewage transmission lines, sites for public utility facilities, as well as many other public use projects. As Special Counsel to the City, she handled on a contract basis the acquisition of the property for the Gertrude Walk pedestrian walkway through downtown Orlando as well as the City of Orlando Arena property, (Phases II and III). Ms. Vose also has extensive experience as counsel to property owners of condemned land, and has acted as a certified circuit court mediator in over 100 eminent domain mediations.

Z. Counsel and legal services to local government pension boards, and work with employee pension plans including Florida Statutes, Chapter 175 and Chapter 185 Special Risk Plans

The attorneys of the Vose Law Firm have provided legal services to the Cities of Winter Garden, Longwood, Deltona, Edgewood, Eagle Lake, and St. Cloud relating to employee pension plans including Florida Statutes, Chapter 175 and Chapter 185 Special Risk Plans.

AA. All aspects of construction law and public works (water and wastewater) issues

The attorneys of the Vose Law Firm have extensive experience representing both public and private clients as to virtually all aspects of public works matters, including water and waste water issues, construction law including, but not limited to regulatory compliance, bid solicitations, bid protests, construction contracts, construction litigation, warranty issues, delay damages, etc. The firm has provided extensive legal services as to Public Works (water and waste water) issues for each city represented by the firm.

BB. The creation and administration of Tax Increment Financing Districts (CRAs)

The Vose Law Firm provided legal services to the cities of Naples, Cocoa Beach, Brooksville, Dade City, Winter Garden, Longwood, Edgewood, Deltona, Bunnell, and St. Cloud relating to Tax Increment Financing Districts (CRAs). In addition, as general counsel for the North Lake County Hospital Board of Trustees, the firm had significant experience challenging the authority of municipal tax increment financing districts from imposing charges on the special taxing district.

CC. Environmental law including representation before and negotiations with, various State and Federal regulatory agencies

The attorneys of Vose Law Firm have represented public and private clients with regard to environmental matters in conjunction with governmental representation and private real estate practice. As counsel to the Green Swamp Land Authority, such representation included extensive dealings with the Florida Department of Environmental Protection, the

Department of Community Affairs, and two water management districts. While an Assistant City Attorney for Orlando, Ms. Vose worked on the permitting for the Iron Bridge Road Sewage Treatment Plant and for various drainage and other public works projects. As the City Attorney for Longwood, the firm represented the City in matters relating to a RCRA site on City property and was responsible for negotiations with the Florida Department of Environmental Regulation, [now the Florida Department of Environmental Protection (DEP)], and for matters relating to negotiations with the environmental company hired to evaluate the clean-up of the property.

The attorneys of Vose Law Firm have been extensively involved in the permitting of various environmental features have also represented numerous property owners in negotiations with the FDEP and in litigation over environmental contamination issues. Ms. Vose co-authored the book, *Environmental Survival Kit for Realty Professionals*, a book designed to protect realty professionals from losses due to environmental problems. The Florida Board of Realtors purchased the rights to such publication for purposes of including the publication among its educational materials.

DD. Collective bargaining/Labor Law

The Vose Law Firm has represented local governments it has represented as to numerous collective bargaining matters. The attorneys of the firm currently represent Okeechobee County in its ongoing negotiations with I.A.F.F. Local 2918 relating to city/county fire consolidation issues. In recent years, the attorneys of the firm recently handled the collective bargaining negotiations for the City of Deltona relating to the negotiations with I.A.F.F. Local 2913, and recently successfully concluded collective bargaining negotiations with the Fraternal Order of Police on behalf the City of Bunnell. The attorneys of the firm are now beginning the bargaining process for the fire union at the City of Brooksville. The attorneys of the Vose Law Firm also have extensive experience representing their cities in labor arbitrations, unfair labor practices issues, and general issues relating to employment law.

EE. Municipal and County Charters

The Vose Law Firm and its attorneys have extensive experience in representing cities and counties with regard to charter government, including but not limited to charter amendments, charter review, and the interaction of municipal and county ordinances under governing county charter provisions. Notably, Wade Vose and Vose Law Firm LLP have served three as General Counsel to the Orange County Charter Review Commission, joining former Orange County Mayor and U.S. Senator Mel Martinez as the only other attorney to have served as General Counsel to the Orange County Charter Review Commission more than once. Mr. Vose prepared the ballot title, ballot summary, and amended charter language for each of the 2012, 2016, and 2024 CRC-initiated charter amendments, with a specific focus on both clarity of the ballot language for the voter, and strict compliance with the exacting standards of Section 101.161, Fla. Stat. and the extensive specialized case law governing the wording of ballot referenda.

In 2013-2014, Mr. Vose served as counsel to the City of Bunnell Charter Review Committee, which was engaged in a comprehensive review of its city charter. Mr. Vose provided substantial legal and procedural guidance to that committee throughout its deliberations, resulting in Mr. Vose preparing the ballot titles, ballot summaries, and charter amendment language for seven (7) charter referendum questions placed on the municipal ballot. In 2014, Mr. Vose also served as counsel and facilitator to the City of Deltona Charter Review Committee, which resulted in three (3) charter referendum questions prepared by Mr. Vose placed on the municipal ballot. Mr. Vose recently completed assisting the Town of Pierson with a comprehensive review and rewrite of its town charter, which had not been revised or modernized since 1929.

Mr. Vose and the Vose Law Firm also served as General Counsel to the 2016 and 2024 Pinellas County (home of St. Petersburg, Clearwater, and Largo) Charter Review Commission, notably in 2016the formative first time that CRC has chosen an attorney unaffiliated with the Pinellas County Attorney's Office. Pinellas County is the most urbanized county in the State of Florida, and Mr. Vose and the Vose Law Firm represented that CRC as it reconsidered the balance of power between the County and its 24 municipalities, as well as between the County and its constitutional officers. In addition, Mr. Vose and the Vose Law Firm served as General Counsel to the 2016 Brevard County Charter Review Commission, 2018 Clay County Charter Review Commission, and the 2020 Alachua County Charter Review Commission.

FF. Municipal Bonds

The Vose Law Firm and its attorneys have extensive experience representing municipalities in a variety of municipal bond matters as local bond counsel. The firm has the appropriate expertise to work hand in hand with professional bond counsel and financial consultants to accomplish bonding for a variety of municipal purposes.

GG. Representation of clients relating to gambling issues and "Internet Cafes"

The Vose Law Firm and its attorneys have represented local governments in matters relating to gambling and Internet Cafes. The cities of Cocoa Beach, South Daytona, Bunnell, and Deltona have faced numerous issues as to illicit gambling activities in the city limits and the Vose Law Firm has provided expert legal services which successfully addressed those issues.

HH. Medical Marijuana issues

The attorneys of the Vose Law Firm have made numerous presentations on the subject of medical marijuana and the appropriate manner for local governments to deal with matters related to that subject. Wade Vose has made numerous public presentations to groups of local government officials on this subject, and has been on several television

presentations on this issue. Both Wade Vose and Becky Vose have drafted medical marijuana ordinances for the respective clients they represent. Each client has dealt with the issue in a different way dependent upon the respective concerns of each of the local governments represented.

II. Bert J. Harris Act matters

The attorneys of the Vose Law Firm have been heavily involved in defending local governments in Bert J. Harris litigation. A few years ago, the City of Anna Maria received in the last year over 100 Bert J. Harris claims, and the local government lawyers of the Vose Law Firm were actively involved in handling those claims. Those claims have been settled with no financial payments by the City.

JJ. Vacation Rental Issues

The City of Anna Maria hired the Vose Law Firm as its City Attorney in the middle of its life and death struggle with Vacation Rentals that were about to "take over" the City. The Vose Law Firm drafted one of the State of Florida's first Vacation Rental Ordinances and successfully defended that ordinance (which evolved over time) in five different legal challenges. The City of Anna Maria has one of the few Vacation Rental Ordinances that has withstood multiple legal challenges, and the City is now flourishing with well-regulated Vacation Rentals. The Vose Law Firm also recently wrote a Vacation Rental Ordinance for the City of Cocoa Beach, which has very different concerns regarding Vacation Rentals.

KK. Forfeiture

The attorneys of the Vose Law Firm have handled extensive forfeiture matters for the clients it has represent over the years. However, due to recent changes in legislation, the firm's local government clients are not as inclined to file forfeitures due to prohibitively high costs involved (unrelated to legal expenses).

LL. Pension matters

The attorneys of the Vose Law Firm regularly interface with pension counsel representing various pension boards and give their cities legal advice regarding the effect pension matters will have on the governmental entity. The firm recently represented the City of Brooksville regarding the closing of a pension plan after the disbandment of that city's police department.

MM. Representation of Government-Owned General Aviation Airport

Our firm also has extensive experience representing a government-owned general aviation airport. Our firm is County Attorney for Okeechobee County, which operates

an active general aviation airport (ICAO: KOBE) and its associated Fixed Base Operator ("FBO"), and our firm has represented the airport in a multitude of matters, including, but not limited to advice concerning compliance with FAA Grant Assurances, disposal of derelict and abandoned aircraft under Sec. 705.183, Fla. Stat., acquisition of a FBO, operation by the County as an FBO, adoption of airport regulations, fees, and service charges under Sec. 332.08, Fla. Stat., hangar leases and evictions, FDOT certifications, agreements with rental car providers, airport protection zoning, and specialized litigation involving an approved airport master plan.

NN. Other specific local government experience not listed above

The Vose Law Firm has also represented cities relating to the following matters:

i) Civil rights defense – USCA, Title VII litigation
ii) Litigation relating to qualifications for election
iii) Redistricting to comply with Federal Court Orders
iv) Disputes between governmental entities relating to zoning and land use
v) Intergovernmental agreements
vi) FEMA reimbursement issues
vii) Labor law, employee disputes, and employee discharge hearings
viii) Historic Preservation
ix) Construction Industry Board of Appeals – establishment and representation
x) Public Employee Relations Commission hearings and appeals
xi) Adult entertainment and bookstore ordinances; bingo regulation
xii) Trap, Neuter, Release feral cat control
xiii) Plasmapheresis facility regulation
xiv) Arbor ordinances and regulation
xv) Sexual harassment litigation
xvi) Age discrimination litigation
xvii) Police legal advisor issues
xviii) Alarm ordinance regulation
xix) Cable TV regulation
xx) Cell phone tower regulations
xxi) Leasing of public property for private use
xxii) Local counsel for bond issues
xxiii) Land banking for future public use
xxiv) Federal grant applications and administration
xxv) Defense of inverse condemnation claims due to restrictive zoning
xxvi) Marina leases
xxvii) Sale/lease back agreements for city
xxviii) Code Enforcement foreclosures
xxix) Annexation disputes
xxx) Noise ordinances

xxxi) Inverse condemnation actions relating to environmental damages
xxxii) Residential Prison Diversion Programs
xxxiii) Mortgage Foreclosure Registration
xxxiv) HUD Uniform Relocation Act requirements
xxxv) Construction Regulation Boards
xxxvi) ADA compliance issues
xxxvii) Customary Beach Use Ordinances
xxxviii) Declarations of Emergency
xxxix) Dogs on the beach regulations and ordinance

RESUMES OF VOSE LAW FIRM ATTORNEYS

WADE CHRISTOPHER VOSE



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THE FLORIDA BAR BOARD CERTIFIED CITY, COUNTY & LOCAL GOVERNMENT LAW

Martindale-Hubbell AV PREEMINENT Peer Rated for Highest Level of Professional Excellence 2024

EDUCATION AND BAR DATA

Legal	**University of Florida College of Law** **Gainesville, FL** J.D. with Honors, May 2003 Book Awards: Environmental Law Intellectual Property Law Family Law Recipient of the Levin College of Law Leonard Scholarship
Undergraduate	**University of Florida** **Gainesville, FL** B.A. in Political Science, with Honors, May 2000 National Merit Scholar / Florida Academic Scholar Omicron Delta Kappa Leadership Honorary
Preparatory	**Bishop Moore Catholic High School** **Orlando, FL** Graduated with Highest Honors, May 1996 Student Body President & Valedictorian
Admitted	Florida Bar – Admitted & Member in Good Standing since 2003 Bar No. 685021 U.S. District Court, Middle District of Florida U.S. District Court, Northern District of Florida U.S. District Court, Southern District of Florida Orange County Bar Association City, County, and Local Government Law Section – Florida Bar Environmental & Land Use Law Section – Florida Bar
Certification	**Board Certified in City, County and Local Government Law**

PROFESSIONAL EXPERIENCE

Vose Law Firm LLP (Winter Park, FL)

Managing Partner – As managing partner of an AV-rated statewide local government law firm serving as City Attorney for ten cities and County Attorney for one county, in addition to extensive specialized representation for local governments statewide, responsible for overseeing every segment of the local government representation process, including representation of local government commissions, councils, and boards, client counseling of elected officials, city and county managers/administrators, department heads, staff, and appointed officials, evaluation of claims and defenses, development of litigation strategies, preparation of ordinances, resolutions, development agreements, pleadings, discovery, motions, and memoranda, and argument before trial and appellate courts. January 2004 to present.

City of Oviedo, Florida (Oviedo, FL)

City Attorney – Wade Vose serves as City Attorney to the City of Oviedo, a growing city in east Seminole County. Responsible for providing legal advice to City Council and other City boards at public meetings as needed, advising all city departments, drafting city ordinances and resolutions, and conducting litigation on behalf of the City. June 2025 to present.

City of South Daytona, Florida (South Daytona, FL)

City Attorney – Wade Vose serves as City Attorney to the City of South Daytona, a residential and business-friendly city bordering the Halifax River. Responsible for providing legal advice to City Council and other City boards at public meetings as needed, advising all city departments, drafting city ordinances and resolutions, and conducting litigation on behalf of the City. November 2020 to present.

Village of Indiantown, Florida (Indiantown, FL)

Village Attorney – As Village Attorney to Florida's newest municipality, just formed at the end of 2017, responsible for providing legal advice to the Village Council, Village Manager, Village boards and staff as the Village charts its own course, drafting ordinances, resolutions, and agreements, handling real estate transactions, and conducting litigation on behalf of the Village. September 2018 to present.

City of Rockledge, Florida (Rockledge, FL)

City Attorney – Wade Vose serves as City Attorney to the City of Rockledge, Brevard County's oldest city, located along the picturesque Indian River. Responsible for providing legal advice to City Council and other City boards at public meetings as needed, advising all city departments, drafting city ordinances and resolutions, and conducting litigation on behalf of the City. December 2024 to present.

City of Cocoa Beach, Florida (Cocoa Beach, FL)

City Attorney – Vose Law Firm, Becky Vose, and Wade Vose jointly serve as City Attorney to the City of Cocoa Beach, the famous beach community on Florida's Space Coast. Responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments, drafting city ordinances and resolutions, and conducting litigation on behalf of the City. July 2017 to present.

City of Bunnell, Florida (Bunnell, FL)

City Attorney – As City Attorney for this Flagler County city that serves as county seat and is the second largest city geographically in Florida (after Jacksonville), responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments including planning, finance, police, grants, and public works, drafting city ordinances and resolutions, handling real estate transactions, and conducting litigation on behalf of the City. October 2013 to present.

City of Anna Maria, Florida (Anna Maria, FL)

City Attorney – Vose Law Firm, Becky Vose, and Wade Vose jointly serve as City Attorney to the City of Anna Maria, an idyllic coastal city on Anna Maria Island in the Gulf of Mexico. Responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments, drafting city ordinances and resolutions, and conducting litigation on behalf of the City. March 2015 to present.

City of Satellite Beach, Florida (Satellite Beach, FL)

Special Magistrate – As the first Code Enforcement Special Magistrate for the City of Satellite Beach, a coastal city located near Patrick Air Force Base in Brevard County, responsible for serving as an impartial magistrate to adjudicate violations of the City of Satellite Beach code of ordinances. February 2017 to present.

Okeechobee County Board of County Commissioners (Okeechobee, FL)

County Attorney – As County Attorney for the only county strategically located in both Florida's Treasure Coast and Florida's Heartland, responsible for protecting the legal interests of Okeechobee County by providing comprehensive and quality legal services to the Board of County Commissioners, the County Administrator, and Department Heads, providing legal advice to the Board of County Commissioners and other county boards at public meetings, drafting county ordinances and resolutions, drafting and reviewing county contracts, and conducting litigation on behalf of the County. November 2019 to March 2025.

2024 Orange County Charter Review Commission (Orlando, FL)

General Counsel – As General Counsel to the commission empowered by the Orange County Charter to conduct a comprehensive study of all phases of county

government and place proposed charter amendments on the ballot for voter approval, responsible for advising the 2024 Orange County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, preparation of charter amendment and ballot language, and preparation of CRC final report. April 2023 to November 2024.

2024 Pinellas County Charter Review Commission (Clearwater, FL)

General Counsel – As General Counsel to the commission empowered by the Pinellas County Charter to review, on behalf of the citizens of Pinellas County, the operation of county government in order to recommend amendments to the Pinellas County Charter, responsible for advising the 2024 Pinellas County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. September 2023 to November 2024.

2016 Orange County Charter Review Commission (Orlando, FL)

General Counsel – As General Counsel to the commission empowered by the Orange County Charter to conduct a comprehensive study of all phases of county government and place proposed charter amendments on the ballot for voter approval, responsible for advising the 2016 Orange County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, preparation of charter amendment and ballot language, and preparation of CRC final report. March 2015 to November 2016.

2016 Pinellas County Charter Review Commission (Clearwater, FL)

General Counsel – As General Counsel to the commission empowered by the Pinellas County Charter to review, on behalf of the citizens of Pinellas County, the operation of county government in order to recommend amendments to the Pinellas County Charter, responsible for advising the 2016 Pinellas County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. September 2015 to November 2016.

2016 Brevard County Charter Review Commission (Viera, FL)

General Counsel – As General Counsel to the commission empowered by the Brevard County Charter to review and propose amendments to the Brevard County Charter, responsible for advising the 2016 Brevard County Charter Review Commission ("CRC") as to all legal matters, including legality and

constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. October 2015 to November 2016.

2020 Alachua County Charter Review Commission (Gainesville, FL)

General Counsel – As General Counsel to the commission empowered by the Alachua County Charter to review and propose amendments to the Alachua County Charter, responsible for advising the 2020 Alachua County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. October 2019 to November 2020.

2018 Clay County Charter Review Commission (Green Cove Springs, FL)

General Counsel – As General Counsel to the commission empowered by the Clay County Charter to review and propose amendments to the Clay County Charter, responsible for advising the 2018 Clay County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. December 2017 to July 2018.

2012 Orange County Charter Review Commission (Orlando, FL)

General Counsel – As General Counsel to the commission empowered by the Orange County Charter to conduct a comprehensive study of all phases of county government and place proposed charter amendments on the ballot for voter approval, responsible for advising the 2012 Orange County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, preparation of charter amendment and ballot language, and preparation of CRC final report. August 2011 to November 2012.

Pinellas County, Florida (Clearwater, FL)

Counsel, County Attorney Oversight Committee – The County Attorney Oversight Committee is a unique collegial body created pursuant to Section 4.02 of the Pinellas County Charter, consisting of the seven members of the Pinellas County Commission, plus the five Pinellas County constitutional officers (Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, and Clerk of the Circuit Court), organized to select, terminate, and annually review, the Pinellas County Attorney. As Counsel to the Committee, responsible for providing outside and impartial legal advice throughout its process of selection, termination, and annual review of the Pinellas County Attorney. February 2017 to present.

Counsel, County Redistricting Board – The County Redistricting Board is a board created pursuant to Section 3.04 of the Pinellas County Charter, appointed by the Board of County Commissioners after each decennial census to develop and propose county redistricting plans to the BOCC. As Counsel to the Board, responsible for providing outside and impartial legal advice throughout its redistricting proposal development process, including application of the Pinellas County Charter's unique CRB criteria modeled on the Florida Constitution's Fair Districts standards. August 2021 to December 2021.

Town of Pierson, Florida (Pierson, FL)

Town Attorney – As Town Attorney for the Town of Pierson, a small Volusia County town known as the "Fern Capital of the World," responsible for providing legal advice to the Town Council and other Town boards at public meetings, advising all Town staff, drafting ordinances and resolutions, and conducting litigation on behalf of the Town. June 2015 to February 2020.

City of Deltona, Florida (Deltona, FL)

Chief Assistant City Attorney – Vose Law Firm and its Founding Partner, Becky Vose, served for over half a decade as City Attorney to the City of Deltona, an 87,000 resident community in Volusia County. As Chief Assistant City Attorney, responsible for providing legal advice to City Commission and other City boards at public meetings, as necessary, drafting of city ordinances and ordinance amendments, and litigation on behalf of the City. June 2011 to February 2017.

Eighth Judicial Circuit State Attorney's Office (Gainesville, FL)

Certified Legal Intern – Responsible for prosecution of criminal cases as the sole Certified Legal Intern in the Bradford County, Florida office of the Eighth Circuit State Attorney's Office. January 2003 to May 2003.

Ninth Judicial Circuit of Florida (Orlando, FL)

Judicial Law Clerk - Clerked for Circuit Judge Walter Komanski. Responsible for conducting legal research, drafting legal memoranda, final judgments and other judicial orders, and assisting the judge throughout a variety of trials and hearings. May 2001 to August 2001.

PROFESSIONAL ACTIVITIES, AWARDS, AND COMMUNITY INVOLVEMENT

Orange County Government

Authority Member – Orange County Industrial Development Authority (2014 to 2016) **–** Serve as one of five governing members of an industrial development authority responsible for issuing industrial development revenue bonds for the purpose of financing the costs of industrial or manufacturing plants, research and development parks, agricultural processing or storage facilities, warehousing or distribution facilities, headquarters facilities, tourism facilities, educational facilities, commercial projects in enterprise zones, and health care facilities.

Chairman – Neighborhood Grants Advisory Board (Chairman – Oct. 2008 to Oct. 2009, Vice Chairman – Oct. 2007 to Oct. 2008, Member – Aug. 2006 to May 2011) **–** Responsible for approving criteria for neighborhood grant programs, overseeing the application review process, approval of recommended grant recipients, hearing appeals from grant applications, and monitoring progress of grant recipients.

Board Member – Orange Blossom Trail Development Board (August 2007 to Oct. 2010) **–** Responsible for promoting the economic, social, and aesthetic revitalization of the south Orange Blossom Trail area.

Orlando Business Journal

Forty Under 40, Class of 2009 – Recipient of the Orlando Business Journal's prestigious Forty Under 40 Award, spotlighting forty of the Central Florida region's top young business and civic leaders who demonstrate consistent, outstanding professional achievement and a commitment to community service.

"Reader's Choice – Best Law Firm, 2009 & 2010" – Voted by the readers of the Orlando Business Journal.

Winter Park Chamber of Commerce

Member, Government Affairs Committee – Member of the Winter Park Chamber committee responsible for advocacy on behalf of the Winter Park business community at the local and state level and educating Chamber membership about current affairs effecting the Winter Park business community.

BusinessForce - Orlando Regional Chamber of Commerce

Alumnus, Class 1 – Central Florida Political Leadership Institute – Member of the exclusive 25-person inaugural class of Business Force's Political Leadership Institute, a program designed to identify and equip Central Florida's next generation of elected leaders before they formally choose to run for a specific public office.

Rotary Club of Winter Park

Member of Board of Directors (July 2011 to June 2012)

Leadership Winter Park

Class Member, Class 20 (September 2009 to August 2010)

Leadership Orlando

Alumnus, Class 72 (March 2007 to October 2007)

Leadership Apopka

Alumnus, Class 1 (January 2008 to November 2008)

Orange County Bar Association

Committee Member – Young Lawyers Oath of Admissions Committee (June 2004 to September 2005)

Tiger Bay Club of Central Florida

Member (January 2005 to present)

Apopka Area Chamber of Commerce

Businessman of the Year 2008-2009

Chairman – Apopka Area Political Alliance (Apopka Chamber PAC) (August 2008 to February 2012)

Chairman – Issues & Government Affairs Committee (August 2007 to August 2009)

Member of Board of Directors (June 2007 to February 2012)

Biographical Sketch - Wade C. Vose

Wade Vose is the managing partner of the Vose Law Firm. He is Board Certified by the Florida Bar in the area of City, County, and Local Government Law, and rated AV Preeminent by Martindale-Hubbell. He is a native Floridian and proud "double Gator" having graduated with Honors from the University of Florida College of Law.

Wade serves as the City Attorney for the City Attorney for the City of Oviedo, City Attorney for the City of South Daytona, City Attorney for the City of Rockledge, Co-City Attorney for the City of Cocoa Beach, Village Attorney for the Village of Indiantown (Florida's newest municipality), and Special Magistrate for the City of Satellite Beach. Throughout his career, Wade has also served as County Attorney for Okeechobee County, City Attorney for the City of Bunnell, Town Attorney for the Town of Pierson, Chief Assistant City Attorney for the City of Deltona, Counsel to the Pinellas County Redistricting Board, Counsel to the Pinellas County County Attorney Oversight Committee, Counsel to the Seminole County Tax Collector's Office, Counsel to the Seminole County Supervisor of Elections' Office, and General Counsel to a total of eight (8) County Charter Review Commissions in five (5) different charter counties (Orange – 2011-2012, 2015-2016, 2023-2024; Pinellas – 2015-2016, 2023-2024; Brevard – 2015-2016; Clay – 2018; Alachua – 2019-2020), in addition to a range of other specialized representation statewide.

Wade lives in Maitland with his wife and three daughters.

GRETCHEN R. H. ("BECKY") VOSE



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Martindale-Hubbell AV PREEMINENT Peer Rated for Highest Level of Professional Excellence 2024

EDUCATION AND BAR DATA

Law Degree:	J.D. with High Honors. 1973. University of Florida College of Law, Gainesville, Florida
Grade Average:	3.6 (four point system) Number 1 in Class
Undergraduate Degree:	B.A. in English with High Honors. 1970 Emory University, Atlanta, Georgia
Member/Admitted:	Florida Bar – Member in Good Standing since 1973 50 YEAR MEMBER – FLORIDA BAR Bar No. 169913 U.S. District Court, Middle District of Florida U.S. Fifth Circuit Court of Appeals U.S. Eleventh Circuit Court of Appeals U.S. Court of Appeals for Federal Circuit Orange County Bar Association
Rated:	AV by Martindale-Hubbell (highest rating awarded) Listed in Martindale-Hubbell Bar Register of Preeminent Lawyers

BAR RELATED ACTIVITIES AND HONORS

City, County & Local Government Law Section of Florida Bar
Chairperson, Women in Law Committee, Orange County Bar Association
Fee Arbitration Committee, Orange County Bar Association
Central Florida Association of Women Lawyers
Member, Eminent Domain Committees, Florida Bar and American Bar
Volunteer Guardian Ad Litem Orange Co. Legal Aid Soc. - Cited for Exceptional Service
Volunteer to Homeless Advoc. Program of Orange Co. Bar – Cited for Exceptional Service

LAW SCHOOL POSITIONS AND HONORS

Editorial Board, University of Florida Law Review
Order of the Coif
Senior Class President - University of Florida Law School
Law Center Scholarship
Chairperson of Council of Ten

PUBLICATION

Environmental Survival Kit for Real Estate Professionals (Book and disk. Purchased in the 1990's by the Florida Board of Realtors to be used for continuing education purposes.)

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

Assistant City Attorney, Orlando, Florida
Managing Partner/Chairperson, Real Estate Department, Shutts & Bowen Orlando office
Founding Partner, Vose Law Firm, LLP
City Attorney, City of Cocoa Beach
City Attorney, City of Anna Maria
City Attorney, City of Daytona Beach Shores
City Attorney, City of Brooksville
City Attorney, City of Naples
City Attorney, City of Winter Garden
City Attorney, City of Edgewood
City Attorney, City of St. Cloud
City Attorney, City of Eagle Lake
City Attorney, City of Longwood
City Attorney, City of Windermere
City Attorney, City of Deltona
Town Attorney, Town of Fort Myers Beach
Town Attorney, Town of Oakland
General Counsel for North Lake County Hospital Board of Trustees
Attorney for City of Orlando Code Enforcement Board
Special Counsel to City of Orlando as to Eminent Domain matters
Special Counsel to Cities of Ocoee and Casselberry
Special Counsel to Orange County Sheriff's Office
City Prosecutor for City of Orlando
Special Counsel to Orange County as to Code Enforcement Foreclosures
Special Counsel to Orange County as to Environmental Claims
Special Litigation Counsel to Orange County Property Appraiser
General Counsel for Green Swamp Land Authority
Counsel to Orange County Fire and Life Safety Code Board of Adjustments and Appeals
Special Counsel to Orange County as to §1983 Civil Rights Litigation
Eminent Domain Mediation Services for: FDOT; Florida Turnpike Authority; Seminole, Orange, Hillsborough, Lake and Polk Counties
Certified Circuit Court Mediator
Nominated for Appointment to Fifth District Court of Appeal

Biographical Sketch - Gretchen R. H. "Becky" Vose

Becky Vose graduated first in her law school class at the University of Florida College of Law, in 1973. While a law student, she was Senior Class President, Chairperson of the Council of Ten, on the editorial board of the University of Florida Law Review, and recipient for three years of a Law Center Scholarship. Upon graduation, she was tapped for membership in Order of the Coif.

In 1973, Becky was admitted to the Florida Bar and began her legal career as an Assistant City Attorney for Orlando. Thereafter she formed the law firm that is the predecessor to the Vose Law Firm. In 1981, she was recruited by Shutts & Bowen to open a branch office in Orlando and served as its managing partner. She was honored by being nominated by the Judicial Nominating Commission for a seat on the Fifth District Court of Appeal.

Over her 50 years of local government representation, Becky Vose has held the position of City Attorney for twelve (12) cities – Daytona Beach Shores, Anna Maria, Brooksville, Winter Garden, Edgewood, Longwood, Windermere, Oakland, Eagle Lake, St. Cloud, Deltona, and Co-City Attorney of Cocoa Beach. She also has done major work for Orange County government as to matters ranging from complex environmental litigation and the defense of §1983 Civil Rights claims. She also represented the Orange County Property Appraiser (OCPA) in a multi-year complex intellectual property lawsuit about the software utilized by the Property Appraiser's office. She also held the positions of General Counsel to the North Lake County Hospital Board of Trustees and the Green Swamp Land Authority.

Becky has taught at numerous continuing legal education seminars to other attorneys and has regularly presented seminars and instructional sessions for employees and officials of governmental clients. Ms. Vose is rated A-V Preeminent, which is the highest rating given by Martindale-Hubbell, and she has also been listed in the Martindale-Hubbell Bar Register of Preeminent Lawyers.

NANCY ANN M. STUPARICH



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EDUCATION AND BAR DATA

Florida State University, B.A., cum laude, 1982. (Government/International Affairs)
University of Florida, J.D., 1985 (Law)
Florida State University, MPA & MSP, 1997 (Public Administration/Urban Planning)

Admitted: Florida Bar – Member in Good Standing (No. 646342)
U.S. District Court, Middle District of Florida

PROFESSIONAL EXPERIENCE & POSITIONS HELD

Public Sector:

Town Attorney – Town of Fort Myers Beach, FL Responsibilities include management of the Vose Law Firm's representation of the Town of Fort Myers Beach. Primary duties include attendance and providing legal support to the mayor and town council members, appointed members of city boards, as well as city staff. Additional responsibilities include supervision and coordination with other members of the Vose Law firm performing legal services.

City Attorney – City of Naples, FL Responsibilities include management of the Vose Law Firm's representation of the City of Naples. Primary duties include attendance and providing legal support to the mayor and city council members, appointed members of city boards including but not limited the Planning Advisory Board, the Design Review Board, Code Enforcement Board, etc., Charter Officers (City Manager and City Clerk) as well as city staff. Additional responsibilities include supervision and coordination with other members of the Vose Law firm performing legal services.

Assistant City/Town Attorney for the cities of Anna Maria, Bunnell, Cocoa Beach, Oakland, Brooksville Florida. Responsibilities include providing support to Vose Law Firm attorneys serving as primary City Attorney in these cities. Duties and responsibilities vary and can include attending public meetings, drafting ordinances,

resolutions, policies, agreements, collective bargaining negotiations and other legal documents, representing the city in circuit/county court and quasi-judicial hearings.

Deputy County Attorney for Okeechobee County Duties and responsibilities can vary and include review of contract documents, ordinances, policies, attendance at Planning Board meetings, Code Enforcement Special Magistrate hearings, Construction Industry Licensing Board public hearings, Canvassing Board public meetings, representing the County in county court hearings.

City Attorney, Brooksville, Florida. Responsibilities included providing legal counsel to the City of Brooksville City Council, its and Charter Officers and Department Heads. Duties and responsibilities included attending public meetings, drafting ordinances, resolutions, policies, agreements and other legal documents, purchase and sale of real estate, monitoring pending insurance claims; working with outside counsel; and other duties as needed.

Town Attorney, Oakland, Florida. Responsibilities included providing legal counsel to the Town of Oakland Town Commission, its and Charter Officers and Department Heads. Duties and responsibilities included attending public meetings, drafting ordinances, resolutions, policies, agreements and other legal documents, purchase and sale of real estate, monitoring pending insurance claims; working with outside counsel; and other duties as needed.

City Attorney, Dade City, Florida. Responsibilities included providing legal counsel to the City of Dade City Commission, its Charter Officers, and Police Chief. Duties and responsibilities included attending public meetings, drafting ordinances, resolutions, policies, agreements and other legal documents, purchase and sale of real estate, monitoring pending insurance claims; working with outside counsel; and other duties as needed.

Special Magistrate, City of Davenport, Florida. Preside as the special magistrate for review of code enforcement cases presented by the City of Davenport Code Enforcement Officer.

County Attorney, DeSoto County, Florida. Responsibilities included independently providing legal services to the DeSoto County Board of County Commissioners; drafting written and providing oral legal opinions; participation in public hearings and workshops of the BCC, Planning Board, Code Enforcement Special Magistrate; drafting ordinances, resolutions and negotiation of contracts; defending the county in litigation matters; working with outside legal counsel and staff; and other duties as needed.

Assistant County Attorney, Escambia County, Florida. Responsibilities included representing the county on general county government matters at workshops, public hearings and in court; drafting ordinances, resolutions and contracts; negotiating and

completing the purchase, sale and disposition of county real estate assets; serving as the attorney to the Board of Adjustment, Planning Board and the Escambia County Canvassing Board; responding to questions from staff and County Commissioners regarding local government issues; and other projects as assigned by the County Attorney. Awarded recognition as "Employee of the Month" for work and coordination of a tri-party agreement bringing minor league hockey to the county.

Assistant General Counsel, Florida League of Cities. Responsibilities included legislative lobbying; serving as a liaison to the Governor's Property Rights Study Commission II; legal research concerning municipal issues; preparing appellate briefs; preparing the Florida Municipal Attorneys Newsletter; assisting and document drafting for the purchase of Sittig Hall; serving as staff to the Juvenile Justice/Criminal Policy Committee; responding to correspondence and questions from member city officials; and other duties as assigned.

Director Growth Management, Escambia County, Florida. Responsibilities included directing and managing the Escambia County Department of Growth Management, which consisted of the Divisions of Development Services (development order approval), Long-Range Planning (county-wide growth management planning) and Technical Services (management functions); presentations to the Board of County Commissioners and other public groups; and other duties as assigned by the County Administrator.

Of Counsel, Weiss, Serota, Helfman, Pastoriza, Cole, & Boniske, P.L. Responsibilities included providing legal services to various municipalities regarding land use and local government matters; representing quasi-judicial boards; drafting ordinances and resolutions; researching municipal codes, and other duties as assigned.

Staff Attorney, Second District Court of Appeal. Responsibilities included preparing legal memoranda; reviewing appellate briefs and pleadings; presenting oral argument waived cases to panels of three appellate judges; and assisting in drafting & proofing appellate opinions for the Honorable Judge John Scheb (deceased).

Trial Court Law Clerk, 10th Judicial Circuit. Responsibilities included reviewing civil complaints and pleadings; preparing legal memoranda and providing assistance to several circuit civil judges on complex litigation; and other duties as assigned.

Public Sector Appointments (Former):
Member of the City of Clermont Community Redevelopment Board
Member of the Northwest Florida Water Management District Board
Member of the City of Pensacola Planning Commission

Private Sector Representation (Former):

General Counsel, Maruti Fleet Management, Inc. Responsibilities included management of pending insurance claims with adjusters, mediation and settlement of pending litigation, contract review, and personnel issues.

Risk Manager, Florida Lawyers Mutual Insurance Company. Responsibilities included developing and delivering risk management services to insured attorneys to avoid potential legal malpractice claims; presentation of continuing legal education seminars to attorneys; drafting a risk management newsletter and digital risk alerts.

Associate, Freeman, Haber, Rojas & Stanham, LLP. Responsibilities included closing real estate transactions involving primarily foreign clients; drafting corporate documents, agreements and real estate documents; review of title and land use issues; review of commercial leases; supervision of paralegals; and legal research.

Underwriting Counsel, Attorneys Title Insurance Fund, Inc. Responsibilities included identifying and resolving title defects; teaching attorneys and paralegals real estate closing procedures using ATIDS and DoubleTime software program; publication of legal articles for THE FUND CONCEPT; speaking and participating as a panelist at the Fund's Annual Assembly and Affiliate Assembly; and other duties as assigned.

Title Attorney, Lawyers Title Insurance Corporation. Responsibilities included coordinating and closing commercial real estate transactions; reviewing and preparing real estate documents in conjunction with the issuance of title insurance; responding to underwriting questions; and other duties as assigned.

PROFESSIONAL, COMMUNITY AFFILIATIONS, PUBLICATIONS & ACTIVITIES:

CURRENT: Certified as a Labor Relations Professional by the Florida Public Employers Labor Association; Designated a FRA-Redevelopment Professional by the Florida Redevelopment Association; member of the City, County & Local Government Section of The Florida Bar; member of the Environmental and Land Use Section of The Florida Bar; member of the Animal Law Section of The Florida Bar. FORMER: Appointed member of the 18th Judicial Circuit Unauthorized Practice of Law Committee "B"; member of Impact Lake County; member of the South Lake Chamber of Commerce Economic and Policy Committee; Florida Land Use & Environmental Dispute Resolution Special Magistrate for Lake County, Florida, graduate of the City of Oviedo Citizens Police Academy, member of the Executive Council of the City, County and Local Government Section of The Florida Bar; member of the LOMAS Advisory Board; The Florida Bar Convention Committee; former member of The Florida Bar Senior Committee, The Florida Bar Diversity Committee and other local bar associations; Certified Circuit Court Mediator (24865R); participant in the Hillsborough County Guardian Ad Litem Program; co-chair of the International Energy Conference, Rio de Janiero, Brazil; member of Leadership Miami; member of the American Planning Association; chair of the Organizing Committee for the Quietwater Thunder Formula One/Two Power Boat Grand Prix Race-

-Pensacola Sports Association; graduate Leadership Pensacola; adjunct professor for real estate at University of West Florida, Legal Administration Program; member, Junior League of Pensacola; sustainer in Miami Junior League; graduate, City of Pensacola Citizens Police Academy; graduate, Escambia County Sheriff's Citizens Law Enforcement Academy; member of Five Flags Rotary International; member of Panhandle Tiger Bay Club; member Escambia and Santa Rosa County Bar Association; member of Pensacola Runners Association, race director, 1997 Downtown Christmas 5K Run & inaugural 1998 PRA Downtown Christmas Parade Dash; co-author of "Private Property Rights: Regulating the Regulators" published in The Florida Bar Journal, January 1996; Tallahassee Women Lawyers Board Member.

PERSONAL:

Nancy Stuparich is a native Floridian from Tampa, Florida current residence in Clermont, Florida (aka "Choice of Champions"); enjoys travel; runner/triathlete who completed a marathon in all 50 states and participated in several Ironman races (Florida, Brazil, Louisville, Texas, Kalamar), finisher of the Great Floridian Triathlon (Clermont, Florida) and RAGBRAI (Register's Annual Great Bicycle Ride Across Iowa), Volunteer at Challenge Daytona, knowledge of conversational Italian & Spanish.



CHLOE E. BERRYMAN

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EDUCATION AND BAR DATA

Law Degree:	**University of Florida Levin College of Law** **Gainesville, Florida** J.D., *cum laude* Top 10% of Class Dean's List and President's Honor Roll
Undergraduate Degree:	**University of Central Florida** **Orlando, Florida** B.S. in Psychology, *cum laude* Burnett Honors College Honors in the Major Minor in Crime, Law, and Deviance Certificate in Behavioral Forensics Psi Chi Honors Society
Member/Admitted:	Florida Bar – Member in Good Standing – Bar No. 1032129

LAW SCHOOL POSITIONS, ACTIVITIES, AND HONORS

Order of the Coif
University of Florida Levin College of Law President's Scholarship
Book Award in Appellate Advocacy
Teaching Assistant for Legal Writing and Appellate Advocacy
Florida Law Review, Managing Editor
Vice President of the Criminal Law Association

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

City Attorney, City of Brooksville Present

City Attorney – As City Attorney for this Hernando County municipality that is the County seat, provides legal advice to the City Council, other City boards and City staff as needed, as well as drafting city ordinances and resolutions, handling real estate transactions, and conducting litigation on behalf of the City.

Assistant City/Village Attorney (Various Municipalities) Present

Responsible for providing legal services to the cities of Anna Maria, Brooksville, Bunnell, Cocoa Beach, Daytona Beach Shores, Oviedo, Rockledge, and South Daytona; the Village of Indiantown; and the Town of Fort Myers Beach. Duties include all legal work including, but not limited to, drafting ordinances, resolutions, polices, agreements, legal memoranda, and other legal documents; representation of municipalities across all stages of litigation, including appellate litigation and other legal disputes; participation in public hearings and workshops of the governing body; providing written and oral legal opinions to municipal staff and public officials; and advising boards on substantive and procedural legal issues during public hearings and workshops. Guides and represents municipalities through union-related issues heard by the Public Employees Relation Commission (PERC).

Okeechobee County (Okeechobee, FL)

Deputy County Attorney – Provides comprehensive and quality legal services to the Board of County Commissioners. Duties include preparation and review of legal documents, including ordinances, resolutions, policies, and contracts; attendance at public hearings before the Code Enforcement Special Magistrate; and assisting in prosecuting code enforcement violations.

Counsel to the Okeechobee County Canvassing Board – Provides legal services, including written and oral legal opinions, to the Okeechobee County Canvassing Board and attends public meetings.

2024 Orange County Charter Review Commission (Orlando, FL)

Deputy General Counsel – Conducted research and prepared written legal opinions to assist the General Counsel in advising the 2024 Orange County Charter Review Commission ("CRC") as to the legality and constitutionality of CRC actions and proposed charter amendments. Compiled, analyzed, and summarized data from historical documents, special laws, and local government charters throughout Florida.

2024 Pinellas County Charter Review Commission (Clearwater, FL)

Deputy General Counsel – Conducted research and prepared written legal opinions to assist the General Counsel in advising the 2024 Pinellas County Charter Review Commission ("CRC") as to the legality and constitutionality of CRC actions and proposed charter amendments. Compiled, analyzed, and summarized data from historical documents, special laws, and local government charters throughout Florida.

Rohe Law, P.A. (Tavares, FL)

Summer Associate/Associate Attorney – Represented clients at various stages of family law litigation. Represented clients at fact-intensive hearings, including temporary relief hearings concerning alimony, timesharing, and child support. Drafted pleadings, motions, stipulations, proposed orders, and discovery requests and responses. Negotiated on behalf of clients at settlement conferences and mediations. Drafted settlement agreements to creatively resolve cases involving complex legal and factual issues. Second chaired dissolution of marriage trial involving minor children with psychological experts. Researched complex issues concerning a variety of areas of law including family law, constitutional law, real property, trusts, and corporations. Drafted clear and organized memoranda analyzing research findings.

Intimate Partner Violence Assistance Clinic (Gainesville, FL)

Certified Legal Intern – Provided legal assistance to indigent survivors of domestic violence. Interviewed clients and developed safety plans tailored to each client's needs. Drafted pleadings and represented clients in court proceedings.

University of Florida, Levin College of Law (Gainesville, FL)

Research Assistant – Researched and analyzed complex legal and psychological issues, including the applicability of the insanity defense to police officers with Post-Traumatic Stress Disorder. Drafted detailed memoranda on findings.

Office of the State Attorney, Eighth Judicial Circuit (Gainesville, FL)

Summer Intern – Researched and analyzed case and statutory law to assist attorneys in prosecuting criminal felony cases. Analyzed and summarized evidence in preparation for litigation.

BAR AND COMMUNITY RELATED ACTIVITIES

City, County & Local Government Law Section of Florida Bar
Environmental and Land Use Law Section of Florida Bar
Young Lawyers Division of the Florida Bar

PROFESSIONAL PUBLICATIONS

Chloe E. Berryman, Note, *Holding Social Media Providers Liable for Acts of Domestic Terrorism*, 72 FLA. L. REV. 1329 (2020).

Chloe Berryman, Christopher J. Ferguson, & Charles Negy, *Social Media Use and Mental Health Among Young Adults*, 89 PSYCHIATRIC Q. 307 (2018).



PAUL R. WATERS

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Martindale-Hubbell AV PREEMINENT Peer Rated for Highest Level of Professional Excellence 2024

EDUCATION AND BAR DATA

Law Degree:	**Florida Coastal School of Law** **Jacksonville, Florida** Juris Doctor, May 2004
Undergraduate Degree:	**University of Central Florida** **Orlando, Florida** B.A. in Legal Studies, May 1998 Dean's List
Member/Admitted:	Florida Bar – Admitted and member in good standing – Bar No. 817651 Texas Bar – Inactive – Bar No. 24102728

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

City of Bunnell, Florida (Bunnell, FL) - Present

City Attorney – As City Attorney to this Flagler County city that serves as county seat and is the second largest city geographically in Florida (after Jacksonville), responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments including planning, finance, police, grants, and public works, drafting city ordinances and resolutions, handling real estate transactions, and conducting litigation on behalf of the City.

City of Neptune Beach, Florida – Present

City Attorney – As City Attorney for this beachfront Duval County municipality, provides legal advice to the City Commission, other City boards and City staff as needed, as well as drafting city ordinances and resolutions, handling real estate transactions, and conducting litigation on behalf of the City.

City of Orange City – Present

City Attorney – As City Attorney for this Volusia County municipality, provides legal advice to the City Council, other City boards and City staff as needed, as well as drafting city ordinances and resolutions, handling real estate transactions, and conducting litigation on behalf of the City.

Assistant City/Town/Village Attorney (Various Municipalities) - Present

Provides effective legal services and counseling to the cities of Daytona Beach Shores, South Daytona, Cocoa Beach, Anna Maria, and Brooksville; the Village of Indiantown, and the Town of Oakland with a client-centered approach. Duties include drafting ordinances, resolutions, policies, agreements, legal memoranda, and other legal documents; representing municipalities throughout all phases of litigation, including developing and executing litigation strategies, drafting motions, pleadings, and written discovery, as well as preparing municipal staff and law enforcement officers for hearings; and advising boards on substantive and procedural legal issues during public hearings and workshops.

Okeechobee County (Okeechobee, FL)

Assistant County Attorney – Executes comprehensive and quality legal strategies and services for the Board of County Commissioners. Duties include preparing legal documents, including ordinances, resolutions, and contracts, and advising and representing County staff.

Vilano Management and Postal Fleet Services (St. Augustine)

Corporate Counsel (2020 – 2022)

- Advise other senior leaders on legal issues involved with operating a $300M per year transportation company.
- Oversee regulatory compliance and respond to investigations from the Department of Labor that arise from 2,000 employees
- Oversee regulatory compliance and respond to investigations from the Department of Transportation involved with operating a fleet of over 1,500 tractor trailers
- Perform contract negotiations and draft vendor agreements, sub-contracts, real estate leases, employee leasing agreements, and equipment leasing agreements
- Handle personnel matters including disciplinary actions, lay-offs, non-disclosure agreements, draft personnel manuals, and oversee employee health & wellness plans
- Supervise litigation involving alleged wrongful termination (discrimination and retaliation), wage and hour disputes, breach of contract and insurance claims for trucking accidents

Florida Department of Business and Professional Regulation (Tallahassee)

Deputy Secretary of Professional Regulation (August 2017 – January 2019)

- Agency head in charge of six divisions and 20 professional boards
- Managed the regulation of over 900,000 professionals
- Responsible for the activities of over 450 employees
- Presented before legislative committees and conduct bill analysis

Executive Director, Florida State Boxing Commission (July 2014 - August 2017)

- Coordinated all professional boxing and mixed martial arts events throughout Florida
- Managed over 60 Commission staff and event officials
- Led project to re-write administrative rules governing combat sports
- Supervised sanctioning of reality television series "The Ultimate Fighter"

Deputy General Counsel (June 2013 - August 2014)

- Managed over 50 attorneys and office staff
- Supervised prosecution of 2,500 cases annually before agency's professional boards
- Acted as legal advisor to General Counsel and senior managers
- Served as informal hearing officer
- Conducted bill analysis, handled legislative requests and responded to media inquiries

Chief Attorney (Oct. 2010 - June 2013)

- Managed over 15 attorneys and office staff
- Supervised prosecution of over 1,000 cases annually
- Conducted hearings before Construction Industry Licensing Board

Staff Attorney (Oct. 2008 - Oct. 2010)

- Prosecuted construction contractors for violations of Florida statutes and administrative rules

Finlay Property Development, Construction and Property Management (Jacksonville)
Assistant Corporate Counsel (2005 – 2008)

- Supervised due diligence for tax-credit, construction and perm loan closings
- Litigated cases involving breach of contract, liens and construction defects
- Conducted residential closings for in-house title company (Best American Title)

Biographical Sketch – Paul R. Waters

Paul Waters is a partner with the Vose Law Firm. He serves as City Attorney for the City of Bunnell, City Attorney for the City of Neptune Beach, City Attorney for the City of Orange City, and as an assistant city/county attorney for each of the firm's other local government clients. Since joining the firm in 2022, Mr. Waters has handled most of the firm's appeals, including a recent victory after oral argument before the Sixth District Court of Appeals that upheld the validity of the City of Naples' fertilizer ordinance. This ruling paves the way for other local governments to maintain clean water free from harmful pollutants that cause algae blooms, fish kills and pose human health risks. In addition, Mr. Waters successfully defended a petition for writ of certiorari challenging a city's decision to deny a development permit application. He also litigates other permit denial cases and code enforcement lien foreclosures.

Mr. Waters has a wealth of government legal representation experience, having held various supervisory legal and executive positions within the Florida Department of Business and Professional Regulation (DBPR) over an eleven-year period. He served as Deputy Secretary, which is the Agency's most senior position in charge of regulating almost one million licensees and 20 of the State's largest regulatory boards, many that directly impact local governments, including the Construction Industry Licensing Board, the Building Code Commission, the Building Code Administrators Board, and the Real Estate Commission just to name a few.

As Deputy Secretary, Mr. Waters often testified before legislative committees and met daily with legislators and senior gubernatorial staff to resolve complex policy and legal issues. In addition, Mr. Waters served as Deputy General Counsel, which is the lead attorney in charge of seventy prosecuting attorneys and support staff which prosecuted thousands of cases annually before the Agency's boards and the Division of Administrative Hearings. He also served as the Executive Director of the Florida Athletic Commission, which oversaw all professional boxing and MMA events held in the State, many of which were major televised events including the sanctioning of the reality television show "The Ultimate Fighter."

Finally, Mr. Waters served as the Agency's informal hearing officer for a contentious casino license denial case. The case made its way to the Florida Supreme Court, which upheld Mr. Waters' decision and legal analysis.

After leaving DBPR and prior to working for the firm, Mr. Waters served three years as General Counsel for a national transportation company, which was the second largest government contractor for the United States Post Office. In that role, he oversaw regulatory compliance with federal and state departments of labor and departments of transportation arising from over 2,000 employees and 1,500 tractor trailers. Mr. Waters settled lawsuits involving wrongful termination for alleged discrimination, alleged retaliatory firings of whistleblowers, and allegations of hostile work environment. He was instrumental in the dismissal of a Department of Justice investigation involving alleged unpaid fringe benefits and wages. Finally, Mr. Waters managed outside insurance attorneys defending the company in truck accident lawsuits, some of which involved fatalities.

After graduating the University of Central Florida with a Bachelor of Arts (BA) degree in Legal Studies from the University of Central Florida, Mr. Waters served as an environmental and zoning code enforcement officer for Volusia County where he enforced one of Florida's first sea turtle lighting ordinances that "darkened" almost 36 miles of Volusia's beachfront, a very controversial program at the time. It was that experience of presenting cases before Volusia County's Code Enforcement Board that led Mr. Waters to attend law school at the Florida Coastal School of law, where he received the degree of Juris Doctor.

Mr. Waters is licensed in Florida and Texas (inactive), and he is a member of the Middle District of Florida's Federal Court Bar. He is also a member of the Volusia County Bar Association. While not working, Mr. Waters enjoys spending time outdoors with his wife and 16-year-old son surfing, fishing, and jogging.

RALF BROOKES

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Email: rbrookes@voselaw.com

THE FLORIDA BAR BOARD CERTIFIED CITY, COUNTY & LOCAL GOVERNMENT LAW



EDUCATION AND BAR DATA

Legal	**University of Florida College of Law** **Gainesville, FL,** Juris Doctorate (J.D.), 1988 Jessup's Cup Moot Court Team UF Law Center for Governmental Responsibility Fellowship
Undergraduate	**University of Miami, Coral Gables, FL** Bachelor of Science Degree, Marine Sciences & Geology (B.S. 1985)
Admitted/Member	Florida Bar – Admitted and Member in Good Standing since 1988 – Bar No. 778362 U.S. District Court, Southern District of Florida U.S. District Court, Middle District of Florida U.S. District Court, Northern District of Florida Admin. Law Section – Florida Bar – Executive Council, 1991-1999 City, County, and Local Government Law Section – Florida Bar Environmental & Land Use Law Section – Florida Bar, Executive Council, 1993-2001 Florida Municipal Attorney's Association Member
Certification	**Board Certified in City, County and Local Government Law**
Speaker/Presenter	Florida Municipal Attorney's Association • Noise Ordinances The Florida Chamber of Commerce • Growth Management Short Course • Environmental Permitting Short Course The Florida Bar, Continuing Legal Education (CLE) Programs • City, County and Local Government Section of the Florida Bar • Environmental and Land Use Law Section of the Florida Bar • Administrative Law Section of the Florida Bar • University of Florida Law program, speaker and guest

lecturer
Continuing Legal Education, CLE-International Programs,
- Dealing With Government
- Litigating Land Use and Takings Claims
- Defending Local Government Land Use Denials
- Regulatory Takings under the U.S. and Florida Constitution
- Wetlands Regulations

Southwest Florida Chamber of Commerce
- "Issues 08" Southwest Florida Legislative Delegation
- A Sustainable Southwest Florida: Creating a Vision. Participant City Attorney

PROFESSIONAL EXPERIENCE

CITY ATTORNEY EXPERIENCE:

City of St Pete Beach, Florida (Pinellas County, pop. 10,086) City Attorney 2024 – present
City of Treasure Island, Florida (Pinellas Co., pop. 6,568) City Attorney 2025 – present
Naples, Florida (Collier County, pop. 19,115) Interim City Attorney 2023 – present
Naples, Florida (Collier County, pop. 19,115) Co-City Attorney 2020 - 2023
Town of Yankeetown, Florida, (Levy County, pop. 760) City Attorney 2006 – present
City of Madeira Beach, Florida (Pinellas County, pop. 4,406) City Attorney 2017-2020
City of St Pete Beach, Florida (Pinellas County, pop. 10,086) City Attorney 2007-2008
City of Bradenton Beach Florida, (Manatee County, pop.1,536) 2004 – 2009

As City/Town Attorney: Meet with and advise City Manager and Departments; Municipal Law; Contracts, RFQs/RFPs; Disputes, Litigation, Comprehensive Plan Amendments, Land Development Code Amendments and review of development application, variances, planned developments, development agreements; legislation, ordinances, audits, sunshine law, public records law; grants, government and public works projects.

COUNTY ATTORNEY EXPERIENCE:

Monroe County (the "Florida Keys"): Land Use Litigation Counsel (1992-1998) Representing Monroe County Florida in land use litigation in state and federal courts, serve as counsel for Growth Management Division, counsel for Planning Department, Planning Commission and Code Enforcement; prepared and defended vacation rental ordinance, noise ordinances, resolutions and land development regulations, development agreements, comprehensive plan amendments, defended Monroe County in state and federal court.

Sarasota County Assistant County Attorney (1990 – 1992). Advise County Attorney, Board of County Commissioners of Sarasota County; Planning Commission, Planning, Natural Resources, Code Enforcement, Solid Waste Departments, interagency and interlocal agreements; Pollution Control

LAW SCHOOL TEACHING

University of Florida Law School – Conservation Clinic and Environmental and Land Use Law Program, **Practitioner in Residence 2013** under direction of Professors Ankersen, Flournoy and Hamann

Florida Gulf Coast University (FGCU) - Adjunct Professor Environmental Law (2005 – 2014), Environmental & Land Use Law Masters of Public Administration Program PAD 5620.

MEDIATOR/ARBITRATOR/ALTERNATIVE DISPUTE RESOLUTION

- **Mediator** and **Special Magistrate/Master, Fla. Stat. 70.51 Land Use & Dispute Resolution Act:** Alternative dispute resolution process for land use applications
- **Florida Court Appointed Arbitrator –** Florida Supreme Court Approved Training



GARRETT M. OLSEN

Attorney, Vose Law Firm LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Email: golsen@voselaw.com

EDUCATION AND BAR DATA

Law Degree:	**Florida State University College of Law** **Tallahassee, Florida** J.D., *cum laude* Certificate in Environmental, Natural Resources, & Land Use Law, with *honors* Dean's List
Undergraduate Degree:	**University of South Florida** **Tampa, Florida** B.A. in Economics and Philosophy, *cum laude* Dean's List
Member/Admitted:	Florida Bar – Admitted and member in good standing – Bar No. 1025600

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

Barefoot Bay Recreation District - Present

General Counsel – As General Counsel to the largest Ch. 418 recreation district in Florida, located in southern Brevard County, responsible for providing legal advice to the district Board of Trustees and other district boards at public meetings as needed, advising all district departments, drafting district and reviewing district resolutions and agreements, handling real estate transactions, and conducting litigation on behalf of the district.

Town of Oakland, Florida – Present

Town Attorney – Provide comprehensive legal services to the Town of Oakland, a growing municipality in west Orange County. Attend all town meetings and provide the majority of legal services for the municipality.

Assistant City/Town/Village Attorney (Various Municipalities) - Present

Provides effective legal services and counseling to the cities of Daytona Beach Shores, South Daytona, Bunnell, Cocoa Beach, Anna Maria, and Brooksville, and the Village of Indiantown, with a client-centered approach. Duties include

drafting ordinances, resolutions, policies, agreements, legal memoranda, and other legal documents; representing municipalities throughout all phases of litigation, including developing and executing litigation strategies, drafting motions, pleadings, and written discovery, as well as preparing municipal staff and law enforcement officers for hearings; and advising boards on substantive and procedural legal issues during public hearings and workshops.

Sun 'N Lake of Sebring Improvement District

General Counsel – As General Counsel to an independent special district with a population of 9,000, responsible for providing legal advice to the district Board of Supervisors and other district boards at public meetings as needed, advising all district departments, drafting district and reviewing district resolutions and agreements, handling real estate transactions, and conducting litigation on behalf of the district.

Okeechobee County (Okeechobee, FL)

Assistant County Attorney – Executes comprehensive and quality legal strategies and services for the Board of County Commissioners. Duties include regular representation of the Okeechobee County Construction Industry Licensing Board and the Okeechobee County Planning Board at public hearings; preparing legal documents, including ordinances, resolutions, and contracts; advising and representing the County's building officials regarding the enforcement of the Florida Building Code and the International Property Maintenance Code; assisting in prosecuting code enforcement violations and related appeals; and representing the County in all related appellate litigation.

Cole, Scott & Kissane, P.A. (Orlando, FL)

Associate Attorney/ Law Clerk – Represented businesses and individuals in construction and commercial litigation matters. Practice included defending and asserting construction defect claims, including actions for breach of contract, contractual indemnity and defense, and other commercial claims. Drafted legal memoranda, motions, pleadings, and targeted written discovery to further client objectives. Negotiated and secured settlements on behalf of clients. Deposed expert witnesses in large, complex litigation cases. Led pre-trial process in construction defect case resulting in settlement for under targeted amount. Practiced under supervised practice program while studying for the Florida Bar from May 2020 to November 2020.

City of Tallahassee

City Attorney's Office (Tallahassee, FL) Law Clerk – Provided high-quality research memoranda on a range of legal issues. Drafted pleadings, motions, and written discovery. Attended deposition preparation meetings and observed hearings in federal court. Managed small-claims cases from factual intake phase to initiate litigation. Drafted advisory opinions for city leadership on federal and

state constitutional issues. Assisted in developing and executing litigation strategies. Assisted in drafting contracts.

Cobb Cole, P.A. (Daytona Beach, FL)

Summer Associate – Provided high-quality, effective legal services and research for clients over two summers. Executed legal strategies through drafting legal memoranda, motions, pleadings, and written discovery in state and federal court. Attended hearings, mediations, and assisted in settlement negotiations. Drafted contracts. Assisted in preparing development agreement with Florida county for mixed-use project. Interacted with clients regularly and attended client meetings.

RECENT REPRESENTATIVE EXPERIENCE

- Represented Okeechobee County and the Okeechobee County Sheriff's Office in a civil action under 828.073, Fla. Stat., to take custody of neglected horses and dogs while securing $60,000.00 judgement in County's favor.
- Represented the City of South Daytona in Florida's Fifth District Court of Appeal involving second-tier certiorari review of code enforcement fine reduction hearing concerning a nearly half-million dollar fine.
- Represented the City of Daytona Beach Shores in civil action under 828.073, Fla. Stat., to take custody of neglected dogs while securing judgment for all costs in City's favor.
- Represented the Okeechobee County Building Official on direct appeal of Construction Industry Licensing Board Decision to uphold the condemnation of buildings.
- Advised the City of Bunnell during a public meeting of legal requirements to adopt tentative millage and budget under Florida law.

BAR AND COMMUNITY RELATED ACTIVITIES

City, County & Local Government Law Section of Florida Bar
Environmental and Land Use Law Section of Florida Bar
Young Lawyers Division of the Florida Bar

PERSONAL

A native of Central Florida, Garrett is an Attorney for the Vose Law Firm and is an integral part of the firm's local government practice. Garrett regularly advises municipalities and counties on a range of legal issues, including representing numerous city and county boards during public hearings and related litigation.

Garrett received his Bachelor of Arts in Economics and Philosophy from the University of South Florida in Tampa, Florida. He then went on to earn a Juris Doctor and Certificate in Environmental, Natural Resources, & Land Use Law from the Florida State University College of Law. During his time at Florida State, Garrett focused primarily on litigation, land use, and related environmental courses. Garrett built on this area of focus as a

summer associate with one of Central Florida's most respected law firms during both of his law school summers. However, it was not until Garrett worked as a law clerk for the City of Tallahassee that he became inspired to apply his love for litigation and land use law to a local government practice.

Following a litigation practice at one of Florida's largest civil litigation firms, Garrett found his home at the Vose Law Firm. Garrett now counsels local government clients in numerous areas, including representation in trial and appellate litigation, advising boards on substantive and procedural issues during public hearings and workshops, and training staff with an eye to avoiding litigation in the first place. Garrett enjoys the fast-paced, collaborative nature of local government representation and strives to deliver outstanding client-centered legal services to the firm's clients.

When he is not rooting on his South Florida Bulls or Florida State Seminoles, Garrett enjoys cooking, enjoying the outdoors at a golf course or on the water, and spending time with his friends and family.



TAYLOR R. SIMONDS

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Winter Park, Florida 32789
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Facsimile: (407) 628-5670
Email: tsimonds@voselaw.com

EDUCATION AND BAR DATA

Law Degree:	**Stetson University College of Law** **Gulfport, Florida** J.D., *cum laude* Top 25% of Class Dean's List
Undergraduate Degree:	**University of Central Florida** **Orlando, Florida** B.S. in Marketing Dean's List
Member/Admitted:	Florida Bar – Member in Good Standing – Bar No. 1050253

LAW SCHOOL POSITIONS, ACTIVITIES, AND HONORS

William C. Vis Int'l Commercial Arbitration Moot Team, Student Coach & Team Captain
Dispute Resolution Board
Research Assistant for Law Through the Lens of Poetry
Teaching Assistant for International Sales Law & Arbitration
Stetson Ambassadors, Deputy Chair of Program Development
Stephanie A. Vaughan Excellence in Advocacy Award

PROFESSIONAL POSITIONS HELD

Assistant City/Village Attorney (Various Municipalities) Present

Responsible for providing legal services to the cities of Anna Maria, Brooksville, Bunnell, Cocoa Beach, Daytona Beach Shores, Oviedo, Rockledge, and South Daytona; the Village of Indiantown; and the Town of Fort Myers Beach. Duties include all legal work including, but not limited to, drafting ordinances, resolutions, polices, agreements, legal memoranda, and other legal documents; representation of municipalities across all stages of litigation, including appellate litigation and other legal disputes; participation in public hearings and workshops of the governing body; providing written and oral legal opinions to municipal staff and public officials; and advising boards on substantive and procedural legal

issues during public hearings and workshops. Guides and represents municipalities through union-related issues heard by the Public Employees Relation Commission (PERC).

Akerman, LLP (Orlando, FL)

Summer Associate/Associate Attorney – Managed docket of complex commercial litigation matters, including high-profile art fraud, business litigation disputes valued in excess of seven figures, negotiation of settlement, and judgment enforcement proceedings. Engaged in motion practice and advocacy in various litigation arenas, including commercial tenant/landlord litigation, franchise law, business contract disputes, insurance disputes, and personal injury. Researched complex legal issues and applied legal arguments in multiple national jurisdictions.

Doyle Conflict Resolution (Naples, FL)

Law Clerk – Acted in advisory capacity to arbitrator in granting awards by analyzing, reviewing, and presenting determinations of fact and law. Drafted non-binding arbitration court orders with attention to strict deadlines.

The Law Offices of Hoyt & Bryan, LLC (Oviedo, FL)

Law Clerk – Implemented and trained office in new digital system for tracking probate processes. Edited and wrote new content for partners' line of estate planning client-advising books. Researched relevant case law and legal developments in areas of Elder Law, Pet Law, and Wills, Trusts & Estates including for presentation at the 2021 Annual Florida Bar Convention and 2021 Western CPE Conference.

BAR AND COMMUNITY RELATED ACTIVITIES

Young Lawyers Division of the Florida Bar
Entertainment, Arts & Sports Law Section of the Florida Bar

PUBLICATIONS

COLLATERAL DAMAGE: A Novel; Parliament House (2019); ISBN: 987-0578457321
AN INFINITE PULL (2024); ISBN: 979-8218358532

VOSE LAW FIRM LLP
ATTORNEYS & COUNSELORS AT LAW

Local Government Client References

City of Cocoa Beach – City Attorney
Comprehensive City Attorney Legal Services
Contact: Keith Capizzi, Mayor
Phone: 321-271-4520

City of Anna Maria – City Attorney
Comprehensive City Attorney Legal Services
Contact: Mark Short, Mayor
Phone: 941-398-3903

City of Daytona Beach Shores – City Attorney
Comprehensive City Attorney Legal Services
Contact: Nancy Miller, Mayor
Phone: 386-214-4227

Town of Fort Myers Beach – Town Attorney
Comprehensive Town Attorney Legal Services
Contact: Jim Atterholt, Vice-Mayor
Phone: 317-500-1746

City of South Daytona – City Attorney
Comprehensive City Attorney Legal Services
Contact: Les Gillis, City Manager
Phone: 386-322-3014

City of Brooksville – City Attorney
Comprehensive City Attorney Legal Services
Contact: Christa Tanner, Mayor
Phone: 352-585-7604

FEE PROPOSAL

VOSE LAW FIRM LLP
ATTORNEYS & COUNSELORS AT LAW

Fee Proposal

$15,000 per month, all-inclusive including Litigation

The Vose Law Firm proposes to provide unlimited and complete Town Attorney legal services to the Town of Dundee, including Litigation for $15,000 per month. That lump sum fee would include all the legal services needed to support the full and complete functioning of the Town, litigation (including oversight and monitoring of litigation covered by insurance defense), and representation of the Town's enterprise funds, but does not include Special Magistrate Services (which legally cannot be provided by either an inside or outside Town Attorney due to conflict issues), insurance defense litigation, developer-related pass-through fees (discussed below), and general bond counsel work. Fees for local bond counsel work would be calculated as 40% of bond counsel fees and would be paid out of bond proceeds.

Hiring our firm on a flat fee is the equivalent of having a large in-house legal staff at a small fraction of the cost. From our experience, **there is one factor that can cause legal expenses to spiral out of control—litigation.** Litigation cannot always be avoided, and sometimes litigation is needed to proactively protect the best interests of the town. But litigation can cause legal expenses to get out of hand if the town is paying for its legal services by the hour. **Our clients believe that it is a wise choice to pay a flat fee that includes *all* legal services (including litigation) each month to ensure budgetary certainty and prevent the frightening experience of out of control legal costs.**

Because we work on a flat fee basis, there will never be any hesitancy for elected officials or staff members to call our attorneys concerning any and all legal matters affecting the Town. It is anticipated that the actual interactions between Town representatives and legal counsel will dramatically increase over current existing interactions due to not having to worry about dreaded "billable hours". We have found that a Town functions best when there is never any hesitancy about bringing in the Town Attorney as to all projects from the very beginning, ensuring that there will be no legal missteps or snags that could cause problems for the Town going forward.

There would be no additional billing for any ancillary legal services, research expenses (such as Westlaw/Lexis fees), travel or miscellaneous expenses, (copying, phone, fax, etc.) and no other costs or expenses, (other than the pre-approved out of pocket expenses mentioned below), that would be billed separately. There would be no other expenses or fees charged, regardless of the time needed or complexity involved in any legal matter. Pre-approved out of pocket costs, (such as court filing fees, courier fees, and court reporter fees), would be billed at cost, with no mark-up or multiplier.

Developer-related attorney fees that are charged to developers under a Town pass-through fee schedule/ordinance would be billed at a rate comparable to developer counsel rates, and those fees would then be paid to our firm, resulting in no net budget impact on the Town.

Our flat fee proposal would give complete budgetary certainty as to Town Attorney and litigation attorney legal expenses of the Town, while providing unlimited access to the best local government legal talent available in the state.

Many governmental agencies with attorneys who charge an hourly rate can suffer "sticker shock" when unexpected litigation occurs, or a unique and time-consuming legal issue arises, and demands a great deal of attorney involvement, and legal fees get extremely high. An example is a Volusia County municipality, Ponce Inlet, with a population of approximately 3,000, that was represented by an attorney who charged hourly fees for litigation and was faced with legal fees of well over $5 million dollars that were the product of 12 years of litigation over a land use matter. That litigation was settled in 2019 with both parties ending up paying their own legal fees, and both parties essentially "walking away". [See: https://www.news-journalonline.com/story/news/2019/03/28/ponce-inlet-leaders-agree-to-developer-pacettas-settlement-terms/5599981007/]

Our fixed fee structure (including day to day legal services, litigation, land development/redevelopment legal services and all special projects) protects our governmental clients from such an experience. Having a law firm that does not charge additional fees for litigation can also be extremely helpful in negotiating a resolution of a dispute. When one side of a dispute is not fearful of runaway legal fees, (such as a local government with a fixed fee attorney contract including litigation), and the other side has such fears, the non-fearful party definitely has a "leg-up" in the negotiations.

Our fixed fee arrangement would provide budgetary certainty and would result in the Town of Dundee having *unlimited* access to and support from eight (8) highly skilled and experienced local government attorneys. This arrangement would take the fear of litigation costs out of the equation when third parties threaten litigation if the Town does not meet the demands of that third party. In order to keep up with inflation/ deflation, as of October 1 of each year, the flat fee charged would be increased or decreased by a percentage computed in accordance with the U.S. Bureau of Labor Statistics Inflation Calculator.

The attorneys of the Vose Law Firm have realized over the years that an all-inclusive retainer results in more frequent contact between the attorneys on one side, and the staff and elected officials on the other, which almost always results in less "false starts," and unintentional legal errors by staff. The end result in having the government's lawyers involved in projects and work from the very beginning, is that litigation is avoided, and legal work to "fix" a problem is kept to a minimum. The attorneys of the

Vose Law Firm wish to truly be a part of the Town of Dundee and work diligently to keep the Town out of trouble and ensure the smooth running of the Town without unnecessary litigation or problems.

The attorneys of our firm understand that a governmental entity that has a reputation of vigorously defending its interests will be the object of fewer lawsuits. Therefore, our firm strives to maintain the delicate balance of providing legal advice that serves the best interests of the government while avoiding unnecessary litigation. But if litigation becomes necessary, the Vose Law Firm vigorously provides a strong and effective offense or defense as needed. It is our firm's belief that our best interests are inexorably tied to the best interests of our clients.

If our clients benefit, so do we!

SABATINI LAW FIRM P.A.

Anthony Sabatini
Managing Partner
Anthony@SabatiniLegal.com

Francheska Sabatini
Partner
Francheska@SabatiniLegal.com

Gavin Rollins
Associate Attorney
Gavin@SabatiniLegal.com

Sabatini Law Firm, P.A.
1601 E. 1st Avenue
Mount Dora, Florida 32757
Phone: 352-455-2928
Fax: 352-388-5126

January 15, 2026

Town of Dundee
Attn: Erica Anderson, Town Clerk
202 E. Main St.
Dundee, FL 33838

Via Email Only: EAnderson@townofdundee.com

Re: Letter of Interest – City Attorney Services

Dear Ms. Anderson,

It is the pleasure of Sabatini Law Firm, P.A. to submit this letter of interest to provide legal services for the Town of Dundee, Florida. The attorneys of Sabatini Law Firm are dedicated primarily to local government law and have the experience of representing municipalities and local government bodies in a wide range of legal matters throughout the State of Florida. Currently, the firm provides legal services to the Town of Lake Hamilton, FL, the City of Frostproof, FL, and the City of Edgewater, FL. Attorney Anthony Sabatini also serves as special counsel for labor disputes for the City of Deltona, Florida, as special counsel for the Mayor of the City of Deltona, and as counsel for the Sumter County Superintendent of Schools. Attorney Francheska Sabatini serves as counsel for the Town of Howey-in-the-Hills Municipal Police Officers' Pension Board.

Sabatini Law Firm, P.A. has significant experience providing comprehensive City Attorney services, including but not limited to compliance with Florida's Sunshine Law and Public Records Act, land use and zoning, planning and development, code enforcement, ordinance and resolution drafting, personnel and administrative matters, civil rights issues, environmental law, construction contracts, procurement, insurance requirements, eminent domain, and municipal litigation. We understand the unique legal challenges faced by small and mid-sized municipalities and pride ourselves on providing practical, solution-oriented legal advice tailored to the needs of elected officials and staff.

Firm Overview and Experience

Sabatini Law Firm, P.A., a Florida professional corporation, was founded by attorney Anthony Sabatini in 2019 and is based in Lake County, Florida. Prior to founding

Sabatini Law Firm, Mr. Sabatini served as a City Commissioner for the City of Eustis, Florida from 2016-2018. Mr. Sabatini also served in the Florida House of Representatives representing Florida's 32nd district, where he served on the Local Government Subcommittee and worked on many legislative proposals concerning Florida's political subdivisions. His legal experience has been primarily in the field of local government law. Currently, Mr. Sabatini serves on the County Commission for Lake County, FL.

The attorneys of Sabatini Law Firm have the experience of both representing and serving on local government bodies. With this experience, our practice is deeply rooted in Florida municipal law, with substantial experience advising city commissions, boards, and staff on governance, ethics compliance, public meetings, public records, land development regulations, and risk management. A list of client references is attached to this letter of interest as Exhibit "A", and additional references can be provided upon request.

Team Qualifications

Our team brings both legal expertise and firsthand governmental experience:

- **Anthony Sabatini, Esq., Managing Partner**, is a former City Commissioner and former Florida House Representative with legislative experience directly related to local government operations. He currently serves as a County Commissioner and City Attorney for multiple municipalities, providing extensive knowledge in Sunshine Law, public records, land use, and municipal governance.
- **Francheska Sabatini, Esq., Partner**, has over twelve years of legal experience, including more than seven years dedicated to local government law, representing cities and special districts in procurement, ethics, land use, and code enforcement matters.
- **Gavin Rollins, Esq., Associate Attorney**, is a former County Commissioner and current trustee on a regional water authority advisory board, bringing valuable insight into municipal operations and public accountability.
- **Summer Douglas, Paralegal/Office Manager**, holds an associate's degree in paralegal studies and has extensive experience in public records management and municipal support services.

Compensation

Our fees are competitive, and we are happy to discuss a compensation structure that aligns with the Town's needs and expectations. Our proposed Fee Schedule is attached to this letter of interest as Exhibit "B".

Commitment to the Town of Dundee

We are committed to providing the Town of Dundee with responsive, accessible, and professional legal services, including attendance at regular Town meetings, prompt legal guidance to Town officials and staff, and proactive support to ensure compliance

with all applicable laws and regulations. Our goal is to serve as a trusted legal partner in advancing the Town's operational and policy objectives.

We appreciate your consideration and would welcome the opportunity to further discuss how Sabatini Law Firm, P.A. can serve the Town of Dundee for their legal needs. Please feel free to reach out with any questions or if you wish to discuss anything further. You may direct any questions or comments to Anthony Sabatini at anthony@sabatinilegal.com or via telephone at 352-455-2928.

Respectfully submitted,



Anthony Sabatini, Esq.
Managing Partner
Sabatini Law Firm, P.A.

EXHIBIT "A"- Client References

1. Brittney Sandoval
   Town Administrator, Town of Lake Hamilton, FL
   P.O. Box 126
   Lake Hamilton, FL 33851-0126
   863-439-1910
   Brittney@townoflakehamilton.com

2. Nicole McDowell
   City Manager, City of Frostproof
   P.O. Box 308
   Frostproof, FL 33843
   863-635-7854
   NMcdowell@cityoffrostproof.com

3. Santiago Avila
   Mayor, City of Deltona, FL
   2345 Providence Boulevard
   Deltona, FL 32725
   386-624-1262
   SAvila@deltonafl.gov

4. Logan Brown
   Superintendent of Schools
   Sumter County School District
   2680 West County Road 476
   Bushnell, FL 33513
   859-338-2257
   Logan.Brown@sumter.k12.fl.us

EXHIBIT "B" – Proposed Fee Schedule

Service	Description of Services	Fee
Hourly Rate	All work will be billed hourly in quarter hour (0.25) increments	$240.00 Attorney rate $65.00 Paralegal rate
Litigation Hourly Rate	Litigation and Preparation for Litigation	$240.00 Attorney rate $65.00 Paralegal rate
Travel	City will not be billed for travel	N/A
Out of Pocket	Long Distance Phone Fax Copies Other	The City will not be charged for phone, fax, or copy fees. Costs such as court filing fees, court reporter fees, process servers, etc. will be passed on to the City as they are incurred.

SHEPARD SMITH HAND & BRACKINS

January 16, 2026

Ken Cassel
Town of Dundee, Town Manager
c/o Erica Anderson, Town Clerk
EAnderson@townofdundee.com
202 E. Main Street
Dundee, Florida 33838

Re: Request for Legal Services, Town of Dundee

Dear Mr. Cassel:

Shepard, Smith, Hand & Brackins, P.A. respectfully submits this Letter of Interest to provide municipal legal services to the Town of Dundee, Florida ("The Town"). Our firm seeks appointment as Town Attorney to serve as general legal counsel to the Town Commission, Town Manager, and Town staff.

If selected, D. Andrew "Drew" Smith, III will serve as Lead Town Attorney, with Patrick Brackins serving as Assistant Town Attorney. Both attorneys are shareholders of the Firm and are Board Certified by The Florida Bar in City, County, and Local Government Law. They are supported by an experienced municipal law team with a focused practice devoted to representing Florida local governments.

Firm Qualifications and Municipal Experience

Shepard, Smith, Hand & Brackins is a full-service law firm founded in 2008 with a primary emphasis on local government law. Our attorneys regularly serve as city, town, and special district counsel throughout Florida, advising elected officials, managers, and staff on the full range of legal issues affecting municipal operations.

We currently serve as city or town attorneys to 13 Central Florida municipalities: the Cities of Apopka, Maitland, Dunnellon, Dade City, Edgewood, Flagler Beach, Mascotte, Mount Dora, and Webster, the Towns of Eatonville, Melbourne Beach, and Ponce Inlet, and the Village of Highland Park. Often, we are engaged in litigation-specific matters for local governments and/or special districts or agencies that we do not otherwise generally represent, and three of our attorneys serve as special magistrates and/or local hearing officers. Additional clients include one housing authority, a hospital board, and private litigation clients. We serve as special counsel to several other cities, towns, counties, municipal boards, and community redevelopment agencies.

Our practice in local government law is broad and varied. Representative matters we assist our clients with include: ordinance drafting, resolution drafting, agreement and legal instrument drafting, representing municipalities in bond issues, community redevelopment matters, police matters, collective bargaining negotiation, Sunshine Law and public records education and compliance, personnel matters, utilities matters, public works, construction, charter review, code enforcement, land use, litigation (prosecution and defense) and appeal, intergovernmental disputes and negotiations, annexations, and election-related matters.

Our Firm understands the legal, procedural, and policy-driven environment in which municipal governments operate. We pride ourselves on delivering clear, well-reasoned legal advice that supports effective governance and defensible decision-making.

Approach to Municipal Representation

Our approach is grounded in responsiveness, preparedness, and practical judgment. We prioritize accessibility to elected officials and staff, timely communication, and proactive issue-spotting to minimize legal exposure. Mr. Smith and Mr. Brackins work collaboratively with municipal leadership to ensure that legal advice is not only technically sound but also aligned with the client's operational objectives and community priorities.

We emphasize professionalism in public settings and are experienced in advising governing bodies during meetings, workshops, and hearings involving complex or sensitive matters. Our goal is to serve as trusted advisors who add value through consistency, clarity, and institutional knowledge.

The Firm maintains a balanced workload supported by experienced attorneys and professional staff, allowing us to absorb the responsibilities associated with serving as Town Attorney without compromising responsiveness or service quality. We are fully prepared to attend Town Commission meetings, workshops, and special meetings as requested and to provide prompt legal support to the Town Manager and Town staff.

References and Additional Information

Attorney resumes and a list of municipal client references are included with this submission. Shepard, Smith, Hand & Brackins is available for the public interview scheduled for February 10, 2026. We would welcome the opportunity to serve the Town of Dundee and to provide high-quality, ethical, and effective municipal legal representation.

Thank you for your time and consideration.

Sincerely,

D. Andrew "Drew" Smith, III
Shepard, Smith, Hand & Brackins, P.A.

SHEPARD SMITH HAND & BRACKINS

D. Andrew Smith, III

EXPERIENCE

SHAREHOLDER
Shepard, Smith, Hand & Brackins, P.A.
(2008 - Present)

Currently serves as City Attorney for the Cities of Flagler Beach and Edgewood, as Assistant City Attorney and Code Enforcement Prosecuting Attorney for the Cities of Maitland, Ponce Inlet, and Mount Dora, and as Code Enforcement Hearing Officer for the City of St. Cloud; has served as Special Counsel to the Cities of DeBary and Winter Springs; Special Litigation Counsel to the City of Eustis; and as Special Counsel and Charter Review Facilitator to the City of Winter Garden.

SHAREHOLDER
Langston, Hess, Bolton, Shepard & Augustine, P.A.
(2007 - 2008)

Served as Assistant City Attorney to the Cities of Maitland, Mount Dora, and Edgewood, Assistant Town Attorney to the Town of Ponce Inlet, and as Special Counsel to the City of Winter Garden.

ASSOCIATE
Langston, Hess, Bolton, Shepard & Augustine, P.A.
(2004 - 2007)

Served as Assistant City Attorney to the Cities of Maitland and Mount Dora, and Assistant Town Attorney to the Town of Ponce Inlet.

ASSOCIATE
Shepard Law Offices, P.A.
(2002 - 2004)

Served as Assistant City Attorney to the City of Maitland and Assistant Town Attorney to the Town of Windermere.

EDUCATION

WASHINGTON AND LEE UNIVERSITY SCHOOL OF LAW

- Juris Doctor, 2002

ACTIVITIES + HONORS

- Florida Bar Board Certified in City County & Local Government Law
- AV Rated – Martindale-Hubbell Legal Directory: 2012 - Present

SHEPARD SMITH HAND & BRACKINS

Patrick Brackins

EXPERIENCE

SHAREHOLDER
Shepard, Smith, Hand & Brackins, P.A.
(2016 - Present)

Counsels and represents private and public clients as general counsel and as special counsel in all aspects of local government law and litigation through appeal. Regularly prepares and reviews ordinances, resolutions, policies, contracts, leases, briefs, and other legal documents. Experience includes serving as:

- City Attorney for Dade City and Mount Dora
- Special Counsel to the Orange County Code Enforcement Board (2021 – present)
- Special Counsel to the City of Clermont Code Enforcement Board (January 2023 – present)
- Counsel for the Winter Park Housing Authority (2018 – present)
- Local Hearing Officer for the City of Orlando (2017 – present)
- Assistant City Attorney for the cities of Apopka, Dunnellon, Edgewood, Flagler Beach, Maitland, and Mascotte; Assistant Town Attorney for the Towns of Ponce Inlet and Eatonville; and Assistant Village Attorney for the Village of Highland Park
- Assistant General Counsel to the 2020 Orange County Charter Review Commission
- Litigation, appellate and/or special counsel for multiple public and private entities, including the Cities of Jacksonville Beach, New Smyrna Beach, Satellite Beach, and the Citrus County Hospital Board

CAREER LAW CLERK, U.S. MAGISTRATE JUDGE
(2008 - 2016)

Drafted all orders and report and recommendations in even numbered civil cases; drafted substantive criminal orders; managed civil docket; and managed term law clerks.

STAFF ATTORNEY, FLORDA NINTH JUDICIAL CIRCUIT
(2006 - 2008)

Drafted proposed orders and opinions on appeals and first-tier writs; drafted proposed legislation.

EDUCATION

ST. THOMAS UNIVERSITY, MIAMI GARDENS

- Juris Doctor, *2006*

UNIVERSITY OF FLORIDA

- B.A., Political Science

ACTIVITIES + HONORS

- Florida Bar Board Certified in City, County and Local Government Law (2021)
- Federal Bar Association Orlando Chapter:
  - President (2021 - 2022)
  - President-Elect (2020 - 2021)
  - Secretary (2019 - 2020)
  - Director at large (2018 - 2019)
- Middle District of Florida's Bench Bar Fund Committee (2018 – 2021)
- Former board member of Christian Service Center of Central Florida (2014 - 2018)
- Eagle Scout

SHEPARD SMITH HAND & BRACKINS

Clifford B. Shepard

EXPERIENCE

SHAREHOLDER/FOUNDER
Shepard, Smith, Hand & Brackins, P.A.
(2008 - Present)

Counsels and represents private and public clients as general counsel and on specialized matters relating to local government law, charter review, real property, and civil litigation. Regularly prepares and reviews contracts, briefs, and other legal documents. Experience includes serving as:

- General Counsel for 2020 Orange County Charter Review Commission
- City Attorney for City of Maitland
- City Attorney for City of Apopka
- Town Attorney for the Town of Ponce Inlet
- Town Attorney for the Town of Eatonville
- Land Use Counsel for multiple public entities
- Litigation Counsel for multiple public and private entities
- General Counsel for Florida Redevelopment Association
- General Counsel for multiple Community Redevelopment Agencies
- Special Magistrate for the City of Kissimmee

EDUCATION

UNIVERSITY OF FLORIDA COLLEGE OF LAW

- Juris Doctor, *1985*

UNIVERSITY OF FLORIDA COLLEGE OF JOURNALISM

- B.S. Newswriting & Editing, *1981*

ACTIVITIES + HONORS

- Florida Bar Board Certified in City County & Local Government Law
- Best Lawyers in America© – since 2018
- Florida Super Lawyer – *Law & Politics Magazine*, since 2006
- Florida Legal Elite – *Florida Trend Magazine*

ACTIVITIES + HONORS (cont'd)

- Martindale-Hubbell *Bar Register of Preeminent Lawyers®*
- Executive of the Year (2019) – Volusia League of Cities
- Certified Circuit Court and Appellate Mediator
- AV Rated – Martindale-Hubbell
- *Florida Bar Journal*/*News* Editorial Board - Chairman ('93-'94)
- Member - Orange County Bar Association
- Florida Academy of Professional Mediators
- Chairman – Kids Beating Cancer (1998 – 2005)
- Member - Land Planning Agency, City of Oviedo (1988-1990)
- Member - Community Associations Institute
- Teaching Fellow - University of Florida Appellate Advocacy Program

SEMINARS GIVEN

- "Charter Amendment Processes" – Sponsored by Florida Municipal Attorneys' Association
- "Florida Sunshine Law: The Law in Plain English" – Available on DVD
- "Sunshine and Social Media: Pitfalls for the Unwary" – Sponsored by The Florida Bar
- "It's a Mad, Mad, Ad World: Advertising Challenges for City Clerks" – Sponsored by the Florida Association for City Clerks
- "Ethics for Municipal Officials" – Sponsored by Florida League of Cities
- "CRA Basics" - Sponsored by Florida Municipal Attorneys' Association
- "*Strand v. Escambia County*: What now?" – Sponsored by the Florida Redevelopment Association
- "Special Districts in Florida" – Sponsored by Lorman
- "Spoliation of Evidence: An Ounce of Prevention" - Sponsored by LHBZH
- "Writing that Makes a Difference" - Sponsored by the Florida Bar

BAR MEMBERSHIPS

- Florida
- Tennessee
- District of Columbia Court of Appeals
- United States Supreme Court
- United States Court of Appeals - Eleventh Circuit
- United States District Court – Southern, Middle and Northern Districts of Florida
- United States Tax Court

SHEPARD SMITH HAND & BRACKINS

Andrew J. Hand

EXPERIENCE

SHAREHOLDER
Shepard, Smith, Hand & Brackins, P.A.
(2008 - Present)

Representation regarding local government matters, land use, real property, CRAs, business, and litigation. Advised clients in all areas of law related to municipal government, drafted development documents, drafted municipal ordinances, provided extensive advice to local governments regarding Florida growth management law, provided advice to local governments regarding utilities, environmental issues, and provided advice regarding general municipal issues. Assisted clients in all aspects of business representation and complex commercial litigation. Assisted clients in commercial real estate closings and advised clients regarding "green" development issues.

- City Attorney – City of Mount Dora, Florida
- City Attorney – City of Dunnellon, Florida
- City Attorney – City of Mascotte, Florida
- City Attorney – City of Webster, Florida
- Village Attorney – Village of Highland Park
- Florida Redevelopment Association – Asst. General Counsel
- Hearing Officer – Orange County, Florida

ADJUNCT PROFESSOR OF FLORIDA LAND USE LAW
University of Florida, Frederic G. Levin College of Law
(2009)

Designed and taught an upper-level law course. Florida Land Use Law (LAW6930, Section 5457) is a "practitioner-oriented" course addressing land use law specific to the State of Florida. The course curriculum focuses on the necessity, history, and implementation of growth management controls in Florida and addresses county and municipal authority to regulate requirements mandated by Florida's Growth Management Act, comprehensive planning in Florida, zoning ordinances, creative land use controls, CRAs, CDDs, Florida takings law, and litigation relating to land use disputes.

EXPERIENCE (cont'd)

ASSOCIATE
Langston, Hess, Bolton, Shepard & Augustine, P.A.
(2007 - 2008)

Representation regarding local government matters, land use, real property, CRAs, business, and litigation.

EDUCATION

UNIVERSITY OF FLORIDA, FREDERIC G. LEVIN COLLEGE OF LAW

- L.L.M. Environmental and Land Use Law, May 2009
- Juris Doctor (cum laude), *December 2006*

UNIVERSITY OF FLORIDA, WARRINGTON COLLEGE OF BUSINESS

- Master of Science in Real Estate, May 2006
- B.S. Business Administration (cum laude), *May 2002*

ACTIVITIES + HONORS

- Orlando's Attorneys of the Year – Orlando Style Magazine: 2023
- Florida Super Lawyers Rising Star – Law & Politics Magazine: 2020
- Florida Bar Board Certified in City, County and Local Government Law
- LEED® AP (Leadership in Energy and Environmental Design Accredited Professional)
- Planning Award for Town of Marineland Unified Land Development Code – Awarded by American Planning Association, Florida Chapter

SEMINARS GIVEN

- Florida Redevelopment Association - "CRA: What you Need to Know" (October 2016)
- University of Florida, Levin College of Law, Marine and Coastal Law - "Dark Sky Legislation by Local Governments" (March 2010)
- Florida Brownfields Association - "Brownfields & Green Development" (November 2009) Moderator
- University of Florida, Levin College of Law Conservation Clinic - "A Normative Analysis of Transferable Development Rights in Florida and their Role in Takings Analysis" (April 2009)

SHEPARD SMITH HAND & BRACKINS

Ryan G. Knight

EXPERIENCE

ASSOCIATE
Shepard, Smith, Hand & Brackins, P.A.
(June 2023 – Present)

Representation of all the firm's municipal clients, Condominium/HOA Associations, and clients in commercial and complex litigation.

- Town Attorney – Town of Melbourne Beach, Florida
- Special Magistrate – City of Edgewater

PARTNER
Boyd & Jenerette, P.A.
(August 2021 – January 2022)

SENIOR ASSOCIATE
Boyd & Jenerette, P.A.
(August 2018 – August 2021)

Perform all aspects of complex construction defect litigation as lead attorney representing contractors in both public and private construction arenas for projects including condominiums, multi-family and single-family housing, and commercial construction projects. Representation includes clients with exposure in excess of four million dollars and cases in excess of twenty million dollars as lead attorney.

ASSOCIATE
Law Offices of Jack D. Evans
(September 2013 – August 2018)

Litigated insurance defense cases as lead counsel including premises liability, automobile liability, and construction defect litigation.

ASSISTANT PUBLIC DEFENDER – FELONY DIVISION
Office of Public Defender, 7th Judicial Circuit
(2012 - 2013)

Trial experience includes ten jury selections, six jury trials and three bench trials as first-chair attorney and additional four jury trials as second-chair attorney. Responsible for all aspects of misdemeanor and felony trial. Managed caseload of over 150 cases before the Honorable David H. Foxman and Honorable Michael Hutchinson.

EDUCATION

FLORIDA COASTAL SCHOOL OF LAW

- Juris Doctor, *2011*

UNIVERSITY OF NORTH FLORIDA

- Bachelor of Business Administration in Finance, *2007*

SHEPARD SMITH HAND & BRACKINS

Abigayl Osborne-Liborio

EXPERIENCE

ASSOCIATE
Shepard, Smith, Hand & Brackins, P.A.
(August 2024 – Present)

Assists in the representation of municipal clients and private clients. Regularly prepares and reviews ordinances, resolutions, policies, contracts, leases, and other legal documents. Prepare litigation materials, including pleadings, discovery requests and correspondence.

Perform legal research on municipal resolutions and ordinances. Analyze public policy, including proposed legislation and administrative rules, to determine the potential impact on clients. Support clients in navigating the local procurement process.

LEGAL SECRETARY
Goren, Cherof, Doody & Ezrol P.A.
(June 2019 - December 2021)

Managed a high volume of litigation files, ensuring accurate and timely organization and retrieval of documents. Coordinated scheduling for court appearances, depositions, and other legal events, ensuring timely preparation and execution. Drafted and edited various legal documents, including pleadings, motions, and correspondence.

FILE CLERK/OFFICE ADMINISTRATOR ASSISTANT
Goren, Cherof, Doody & Ezrol P.A.
(January 2018-May 2019)

Maintained both physical and electronic filing systems, including organizing, sorting, and retrieving documents. Assisted Office Administrator with project management, calendar management and inventory control.

EDUCATION

DWAYNE O. ANDREAS SCHOOL OF LAW AT BARRY UNIVERSITY, ORLANDO

- Juris Doctor, *2024*

FLORIDA INTERNATIONAL UNIVERSITY

- Bachelor of Science, Criminal Justice, 2017

SHEPARD SMITH HAND & BRACKINS

Holli R. New

EXPERIENCE

ASSOCIATE
Shepard, Smith, Hand & Brackins, P.A.
(August 2023 – Present)

Assists in the representation of municipal clients. Drafts ordinances, resolutions, policies, contracts, and other legal documents. Renders oral and written legal opinions to government officials, staff, and board members. Serves as legal counsel for the Town of Eatonville Code Enforcement Board.

LAW CLERK, GOVERNMENT RELATIONS AND LOBBYING FIRM
Gazitua Letelier, P.A.
(February 2022 – December 2022)

Performed legal research on municipal resolutions and ordinances. Analyzed public policy, including proposed legislation and administrative rules, to determine the potential impact on clients. Supported clients in navigating the local procurement process.

LAW CLERK
Folds & Walker, LLC
(May 2021 – August 2021)

Drafted ordinances, resolutions, and city and departmental policies. Performed legal and factual research for impending litigation. Supported attorneys in preparing for quasi-judicial and judicial proceedings.

EDUCATION

FLORIDA INTERNATIONAL UNIVERSITY COLLEGE OF LAW

- Juris Doctor, *2022*

UNIVERSITY OF CENTRAL FLORIDA

- B.A., Legal Studies, 2017

CLIENT LIST

Client Name	Position	Duration
Apopka	City Attorney	2014-2022, 2023-present
Avon Park	CRA Attorney	2024-present
Clermont	Code Enforcement Officer	2022-present
Dade City	City Attorney	2023-present
Davenport	*City Attorney*	*2017-2020*
Dunnellon	City Attorney	2013-present
Eatonville	Town Attorney	2022-present
Edgewater	Special Magistrate	2025-present
Edgewood	City Attorney	2008-present
Flagler Beach	City Attorney	2008-present
Florida Redevelopment Association	General Counsel	2010-present
Fort Myers	CRA Attorney	2023-present
Highland Park	Village Attorney	2023-present
Howey-in-the-Hills	*Special Magistrate*	*2022*
Jacksonville Beach	CRA Attorney & General Counsel	2011-present
Kissimmee	Special Magistrate	2021-present
Lake Wales	CRA Attorney	2024-present
Maitland	City Attorney	1998-present
Mascotte	City Attorney	2008-present
Melbourne Beach	Town Attorney	2024-present
Mount Dora	City Attorney	2008-2016, 2023-present
New Smyrna Beach	*Special Counsel*	*2019-2024*
Ocala	*Special Counsel*	*2022-2023*
Orange County	Code Enforcement Officer & Hearing Officer	2020-present
Orlando	Hearing Officer	2018-present
Ormond Beach	*Special Counsel*	*2023-2024*
Palm Coast	*Special Counsel*	*2020*
Pensacola	CRA Attorney	2024-present
Ponce Inlet	Town Attorney	2008-present
Port Richey	*Special Counsel*	*2020-2022*
Saint Cloud	Special Magistrate	2015-present
Sebring	CRA Attorney	2022-present
Tampa	CRA Attorney	2024-present
Webster	City Attorney	2025-present
Winter Garden	*Special Counsel*	*2008,2015,2016,2019,2023-2024*
Winter Park Housing Authority	General Counsel	2018-current
Winter Springs	Special Counsel	2021-2022

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	February 10, 2026	**Submitted By:** Ken Cassel, Town Manager	
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	PRESENTATION FROM RIVERO, GORDIMER & COMPANY, FY 2023-2024 COMPREHENSIVE ANNUAL FINANCE REPORT		
STAFF RECOMMENDATION: **(**MOTION READY)			
SUMMARY *and/or* JUSTIFICATION:	Rivero, Gordimer & Company will present the Comprehensive Annual Financial Report for the Fiscal Year that ended on September 30, 2024.		
SELECT, *if applicable*	**AGREEMENT: N/A**		**BUDGET: N/A**
	STAFF REPORT:		**PROCLAMATION: N/A**
	EXHIBIT(S):		**OTHER:**
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B*			
SELECT, *if applicable*			**ORI** **FISCAL IMPACT** *(if any)*
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(If Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)*			
FISCAL IMPACT *(if any):*			$0.00

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	February 10, 2026	**Submitted By:** Tracy Mercer, Public Utilities	
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, ORDINANCE 26-01, WATER AND SEWER RATE ADJUSTMENT		
STAFF RECOMMENDATION: **(**MOTION READY)	A motion to approve Ordinance 26-01 at second reading.		
SUMMARY *and/or* JUSTIFICATION:	In September 2023, the Town Commission directed town staff to commission Raftelis Engineering, Inc., to complete a Water and Sewer Rate Study. The original project budget, dating back to 2023, was for $40,000.00. **Raftelis is requesting a budget adjustment in the amount of $15,000.00 for additional services which brings the project total budget to $55,000.00.** The Town Attorney has worked with Raftelis Engineering to draft Ordinance 25-04 to adopt their recommendations. If adopted, the new water and wastewater rates will take effect on March 1, 2026, and further increases will take effect on October 1, 2026.		

SELECT, *if applicable*	**AGREEMENT:**	X	**BUDGET:**	
	STAFF REPORT:		**PROCLAMATION:**	
	EXHIBIT(S):		**OTHER:**	
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B*	Ordinance 26-01 Raftelis Task Order 5: Utility Rate Study BIE			
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE:**	X
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(If Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)*	AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA AMENDING CHAPTER 54, ARTICLE II, SECTION 54-72(c); AND CHAPTER 54, ARTICLE III, DIVISION 2, SECTION 54-129 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA REGARDING THE UTILITY RATES CHARGED BY THE TOWN OF DUNDEE FOR WATER AND SEWER FOR CUSTOMERS BOTH INSIDE THE TOWN LIMITS AND OUTSIDE THE TOWN LIMITS BUT WITHIN THE TOWN'S UTILITY SERVICE AREA BY ADOPTING REVISED WATER AND SEWER RATES; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR RATE ADJUSTMENTS; ADOPTING A REQUIREMENT THAT ALL PERCENTAGE ADJUSTMENTS BE ROUNDED DOWN TO THE NEAREST CENT; PROVIDING FOR SEVERABILITY; A REPEALING CLAUSE; CODIFICATION AND THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.			
FISCAL IMPACT *(if any):*	Rate Study Budget Adjustment			$15,000.00

ORDINANCE NO. 26-01

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA AMENDING CHAPTER 54, ARTICLE II, SECTION 54-72(c); AND CHAPTER 54, ARTICLE III, DIVISION 2, SECTION 54-129 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA REGARDING THE UTILITY RATES CHARGED BY THE TOWN OF DUNDEE FOR WATER AND SEWER FOR CUSTOMERS BOTH INSIDE THE TOWN LIMITS AND OUTSIDE THE TOWN LIMITS BUT WITHIN THE TOWN'S UTILITY SERVICE AREA BY ADOPTING REVISED WATER AND SEWER RATES; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR RATE ADJUSTMENTS; ADOPTING A REQUIREMENT THAT ALL PERCENTAGE ADJUSTMENTS BE ROUNDED DOWN TO THE NEAREST CENT; PROVIDING FOR SEVERABILITY; A REPEALING CLAUSE; CODIFICATION AND THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; 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, the Town Commission of the Town operates and maintains municipal water and sewer utility systems to provide safe and reliable service to its residents and customers; and

WHEREAS, Raftelis Financial Consultants Inc. has on behalf of the Town reviewed and analyzed the existing Town water and sewer rates which has included an analysis of the requirements of the utility system including the actual and anticipated operating and maintenance expenses and provisions to address certain costs required by projected capital improvements and operations for the Town's utility system, and determined that revisions to base charges and usage charges/rates are necessary to ensure that the revenues generated from utility operations are sufficient to cover the cost of operations, maintenance, capital improvements, and debt service; and

WHEREAS, a Water and Wastewater Enterprise Study prepared by Raftelis Financial Consultants Inc. dated December 29, 2025, ("Raftelis Study") is attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, all required notices to all utility customers have or will be provided in accordance with applicable law prior to the public hearing and adoption of this Ordinance; and

WHEREAS, the adoption of this Ordinance relates to and establishes revenue sources necessary to fund the Town's budget, thus pursuant to Section 166.041(4)(c)3 of the Florida Statutes, the Town is exempt from preparing a Business Impact Estimate for this Ordinance; and

WHEREAS, the Town Commission finds that it is in the best interests of the citizens and utility customers of the Town to amend the Code of Ordinances to revise and update the water and sewer base charges and usage charges/rates for customers both within and outside the Town limits as more specifically identified in this Ordinance; and

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

Section 1. **Incorporation of Recitals**.

The above-referenced recitals (WHEREAS clauses) and referenced exhibit 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 hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Ordinance.

Section 2. **Purpose and Intent**.

The purpose of this Ordinance is to amend relevant provisions of Chapter 54 of the Code of Ordinances of the Town to establish revised water and sewer base charges and usage charges/rates applicable to all customers of the Town's utility systems. These revised base charges and usage charges/rates are designed to ensure the continued provision of high-quality utility services, meet operating and capital expenses, and provide adequate funding for maintenance and system improvements and the base charges and usage charges/rates prescribed by this Ordinance are just, equitable, reasonable, and measured by proper standards which include, but are not limited to, a base rate including but not limited to a Fixed Base Charge per Equivalent Meter Connection (EMC~~s~~) and usage charges/rates for residential and non-residential water and sewer customers which are located both inside and outside the municipal limits of the Town, in accordance with the size of the water meter(s) and billing cycle water meter readings and as may otherwise be determined as set forth in this Ordinance and/or relevant provisions of the Town's Code of Ordinances.

Section 3. **Amendment to Chapter 54, Article 54-72(c) - Water Rates**.

Section 54-72(c) of the Code of Ordinances of the Town is hereby amended as follows (deleted text shown in ~~strikethrough~~; new text shown in underline).

Sec. 54-72. Water connection fees.

(a) *Purpose.* It is declared by the town commission of the Town of Dundee that certain additional charges and fees for connection into the town water system are necessary for the expansion and replacement of the system. Therefore, there shall be collected for each new water connection to the water system owned and operated by the Town of Dundee the installation and connection fees that are on file in the town clerk's office.

(b) *Connection fee rate.* The following water connection fee rate schedule is hereby established:

(1) *For all residential customers:* The water connection fee rate is set at $2,408.40 per equivalent residential connection (ERC).

(2) *For all residential customers outside the town limits:* For new water connections made outside of the Town of Dundee's corporate boundaries, in addition to the water connection fee set forth above in subparagraph (b)(1), the Town of Dundee may specifically charge and collect any surcharge permitted by general law.

(c) *Water use fees—Beginning ~~April 1, 2019~~ March 1, 2026 and then again on October 1, 2026*, there is hereby established~~. The following~~ schedules of base charges and usage charges/rates for water customers on the town's water system as set forth on Schedule(s) 1-R attached hereto as **Composite Exhibit "B"** and hereby incorporated by reference. All customers of the Town's utility system shall be billed for all water utility services as set forth on the applicable Schedule(s) 1-R attached hereto as **Composite Exhibit "B"**. Said Schedule(s) 1-R are hereby adopted and shall remain on file in the office of the Town Clerk. Except for water and wastewater connections fees, commencing on October 1, 2027, all base charges and usage charges/rates, shall automatically increase, without hearing, based on the annual change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. South Region, not to exceed five (5%) percent per year, unless otherwise modified by the Town Commission by either Resolution and/or Ordinance, or as otherwise determined by the Town Commission. In determining the amount of any rate, charge, or fee authorized by this Ordinance, the resulting amount shall be rounded down to the nearest whole cent ($0.01). This rounding requirement shall apply to all water rates, base charges, and usage consumption charges/rates for all Town water services. Such rounding ensures that the water rates, charges, and fees adopted by the Town shall not exceed the maximum amounts authorized by the Town Commission. Customers outside town limits receive a twenty-five (25%) percent surcharge on all base charges, and usage charges/rates, allowable pursuant to Section 180.191 of the Florida Statutes.

All base charges and usage charges/rates for Town water services shall be in force and effect until different water base charges and/or usage charges/rates are approved from time to time by the Town Commission by either Resolution and/or Ordinance.

~~is hereby established effective April 1, 2019~~:

~~(1) *For all customers within the town limits:*~~

~~a. The following monthly base charge schedule is hereby established:~~

~~Meter Size~~	~~Base Charge~~

¾ inch	$17.51
1 inch	43.78
1½ inch	87.55
2 inch	140.08
3 inch	262.65
4 inch	437.75
6 inch	875.50
8 inch	1,400.80

b. The following monthly usage charge schedule is hereby established based on the amount of water used during any one billing month:

Block 1 (0—10,000):

(1) $0.98 for each 1,000 gallons or portion thereof for the first 10,000 gallons used during this month;

Block 2 (10,001—20,000):

(2) $1.96 for each 1,000 gallons or portion thereof for the next 10,000 gallons, in excess of 10,000 gallons used during that month up to and including 20,000;

Block 3 (20,001—40,000):

(3) $2.94 for each 1,000 gallons or portion thereof for the next 20,000 gallons, in excess of 20,000 gallons used during that month up to and including 40,000;

Block 4 (above 40,000):

(4) $3.46 for each 1,000 gallons or portion thereof over 40,000 gallons used in that month.

(2) *For all customers outside the town limits:*

a. The following monthly base charge schedule is hereby established:

Meter Size	Base Charge
¾ inch	$21.88
1 inch	54.72
1½ inch	109.43
2 inch	175.10
3 inch	328.31
4 inch	547.18
6 inch	1,094.37
8 inch	1,751.00

b. The following monthly usage charge schedule is hereby established based on the amount of water used during any one billing month:

Block 1 (0—10,000):

(1) $1.22 for each 1,000 gallons or portion thereof for the first 10,000 gallons used during this month;

Block 2 (10,001—20,000):

(2) $2.45 for each 1,000 gallons or portion thereof for the next 10,000 gallons, in excess of 10,000 gallons used during that month up to and including 20,000;

Block 3 (20,001—40,000):

~~(3) $3.67 for each 1,000 gallons or portion thereof for the next 20,000 gallons, in excess of 20,000 gallons used during that month up to and including 40,000;~~

~~*Block 4 (above 40,000):*~~

~~(4) $4.32 for each 1,000 gallons or portion thereof over 40,000 gallons used in that month.~~

~~Except for water and wastewater connection fees, all base charges and usage charges/rates set forth above shall be automatically increased by 3.5 percent on October 1, 2019 and thereafter on October 1, 2020, October 1, 2021 and October 1, 2022. A schedule of water rates for the referenced time periods is attached hereto as Schedule A. Provided further that a current schedule of base charges and usage charges/rates shall be on file in the office of the town clerk.~~

Section 4. **Amendment to Chapter 54, Article 54-129 – Sewer user rates**.

Section 54-129 of the Code of Ordinances of the Town is hereby amended as follows (deleted text shown in ~~strikethrough~~; new text shown in underline).

Sec. 54-129. Sewer user rates.

~~A s~~Schedules of ~~monthly~~ base charges and usage charges/rates for sewer customers on the town's sewer system ~~is~~ are hereby established in accordance with ~~F.S. ch.~~ Chapter 180 of the Florida Statutes as set forth on Schedule(s) 1-R attached hereto as **Composite Exhibit "C"** and hereby incorporated by reference. The base charges and usage charges/rates set forth on said Schedule(s) 1-R shall be effective March 1, 2026, and October 1, 2026, respectively. Said Schedule(s) 1-R are hereby adopted and shall remain on file in the office of the Town Clerk. A schedule of sewer base charges and usage charges/rates as established herein shall be charged to all single-family residential units that are served by a single water meter (i.e., where one water meter serves one residential unit). All master metered multi-family residential, commercial, and industrial customers shall pay a sewer base charge and usage charge/rate based upon the size of the water meter and the amount of water used per billing cycle as established herein. Except for water and wastewater connections fees, commencing on October 1, 2027, all wastewater base charges and usage charges/rates shall automatically increase, without hearing, based on the annual change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. South

Region, not to exceed five (5%) percent per year, unless otherwise modified by the Town Commission by either Resolution and/or Ordinance, or as otherwise determined by the Town Commission. Residential customers shall be billed on actual metered water use up to a maximum of 10,000 gallons per billing cycle for sewer billing purposes. Commercial and Industrial Customers shall be billed on actual metered water use for sewer billing purposes. In determining the amount of any rate, charge, or fee authorized by this Ordinance, the resulting amount shall be rounded down to the nearest whole cent ($0.01). This rounding requirement shall apply to all sewer rates, base charges, and usage charges/rates for all Town sewer services. Such rounding ensures that the sewer rates, charges, and fees adopted by the Town shall not exceed the maximum amounts authorized by the Town Commission. Customers outside of Town limits receive a twenty-five (25%) percent surcharge on the sewer base charges and usage charges/rates authorized herein, allowable pursuant to Section 180.191 of the Florida Statutes.

All base charges and usage charges/rates for Town sewer services shall be in force and effect until different sewer base charges and usage charges/rates are approved from time to time by the Town Commission by either Resolution and/or Ordinance.~~:~~

~~Description [1]~~	~~Rates~~
~~**Base Charge:**~~	
~~¾"~~	~~$48.00~~
~~1"~~	~~120.00~~
~~1.5"~~	~~240.00~~
~~2"~~	~~384.00~~
~~3"~~	~~720.00~~
~~4"~~	~~1,200.00~~
~~6"~~	~~2,400.00~~
~~8"~~	~~3,840.00~~
~~**Usage Charges**~~	
~~Residential:~~	
~~0—4,000 gallons~~	~~$0.00~~
~~4,001—10,000 gallons~~	~~2.50~~
~~Above 10,000 gallons~~	~~0.00~~

~~Non-residential:~~	
~~All usage~~	~~$2.50~~

~~[1] Customers outside town limits receive a 25 percent surcharge on the above rates, allowable pursuant to F.S. § 180.191.~~

~~A schedule of base charges and usage charges/rates as established herein above shall be charged to all single-family residential units that are served by a single water meter (i.e., where one water meter serves one residential unit). All master metered multi-family residential, commercial, and industrial customers shall pay a monthly sewer base charge and usage charge/rate based upon the size of the water meter and the amount of water used per month as established herein above.~~

~~All base charges and usage charges/rates set forth above shall be in force and effect until different base charges and/or usage charges/rates are approved from time to time by the town commission by either resolution or ordinance. A current schedule of base charges and usage charges/rates shall be on file in the office of the town clerk.~~

Section 5. **Annual Adjustment**.

Beginning October 1, 2027, and annually thereafter, the Town Manager, or designee, is authorized to administratively adjust the rates and charges set forth herein, without hearing, based on the annual change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. South Region, not to exceed five (5%) percent per year, unless otherwise modified by the Town Commission by either Resolution and/or Ordinance.

Section 6. **Severability**.

If any provision, section, paragraph, sentence, clause, or phrase of this Ordinance is declared invalid or unconstitutional, such decision shall not affect the remaining portions, which shall remain in full force and effect.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 7. **Repealing Clause**.

All other provisions of Chapter 54 not repealed, amended and/or revised in this Ordinance shall remain in full force and effect. Provided further that all other miscellaneous rates, fees, and charges including but not limited to water and wastewater connection fees established via the adoption of Town Ordinance No. 22-02, and that Wholesale Wastewater Service Rate established via the adoption of Town Resolution 20-15, stormwater fees, refuse/garbage/solid waste fees, and other municipal services fees are not repealed by this Ordinance and shall remain in full force and effect. Subject to the foregoing, all ordinances and resolutions or parts of ordinances and resolutions in conflict or inconsistent with provisions of this Ordinance are hereby repealed but only to the extent necessary to give this Ordinance full force and effect.

Section 8. **Codification and Administrative Correction of Scrivener's Errors**.

It is the intention of the Town Commission that the provisions of this Ordinance may become and be made a part of the Town of Dundee Code of Ordinances ("Code"); and that sections of this Ordinance may be renumbered or relettered and the word *Ordinance* may be changed to *section, article,* or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and typographical and 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 recodified copy of same with the Town Clerk.

Section 9. All notice requirements under Section 180.136 of the Florida Statutes have been complied with prior to adoption of this Ordinance.

Section 10. **Effective Date**.

This Ordinance shall take effect immediately upon adoption after a second and final reading provided however that the rates, fees, and charges established herein shall not take effect until March 1, 2026 and apply to bills in the first full billing cycle commencing March 1, 2026 and then again on October 1, 2026 and apply to bills in the first full billing cycle commencing October 1, 2026, as set forth in the Schedule(s) 1-R attached hereto as **Composite Exhibits "B" and "C"**, it being the intent not to impose pro-rated rates, fees, and charges established herein.

INTRODUCED ON FIRST READING this 13th day of January, 2026, by the Town Commission of the Town of Dundee, Florida.

PASSED AND ADOPTED on second reading and public hearing this 10th day of February, 2026 by the Town Commission of the Town of Dundee, Florida.

TOWN OF DUNDEE, FLORIDA

_____
Sam Pennant, Mayor

ATTEST:

_____
Erica Anderson, Town Clerk

Approved as to form:

_____
Town Attorney

EXHIBIT “A”

Town of Dundee
Raftelis Study

December 29, 2025

Ms. Tracy Mercer
Utilities/Special Projects Director
Town of Dundee
202 Main Street
Dundee, FL 33838-1000

Subject: Water and Wastewater Enterprise Rate Study

Dear Ms. Mercer:

This letter report provides the results of the Raftelis Financial Consultants, Inc. ("Raftelis") rate study of the Town of Dundee's (the "Town") Water and Wastewater Utility Enterprise (the "Utility" or "Enterprise") for fiscal years 2025/26 through 2029/30. The Utility is responsible for the supply, treatment and distribution of potable water, and the collection, treatment and disposal of wastewater to properties located within and outside the boundaries of the Town. Furthermore, as a municipal enterprise, and as agreed in Resolution 00-09[1], adequate revenues must be generated to fully meet the Enterprise's fiscal requirements. The last user rate, charge, and fee adjustments were effective April 1, 2019, pursuant to Ordinance 19-01, which provided for water rate adjustments on April 1, 2019, October 1, 2020, October 1, 2021, and October 1, 2022, along with a one-time wastewater rate adjustment on April 1, 2019. Commencing in fiscal year 2025/26, several significant events are anticipated that will have a material impact on the Utility's user rate revenue required to fully address the currently forecasted fiscal requirements. Notably, these events are the Town's commitment to the Polk County Regional Water Cooperative (PRWC) for water supply and projected capital improvements.

This revenue sufficiency review is focused on identifying the levels of revenue required for each utility service (water and wastewater) to adequately meet its fiscal requirements. Although the individual utility services are combined into one Enterprise, this sufficiency review accounts for the revenues and fiscal requirements of each utility service independently. Each utility service generates revenue through rate structures that have separate user rate, charge, and fee components. It should be noted that this revenue sufficiency review does not address any rate structure modifications but only identifies adjustments to the existing schedule of user rates, charges, and fees.

Certain financial, accounting, budget, customer, and operating data were obtained from the Town, reviewed, and discussed with Town staff to understand the data for the computer water rate model. This data was analyzed to identify historical and current trends, which were then used to formulate conservative projections of customers, operating and maintenance (O&M) expenses, and non-operating transfers. Accounting, financial, operating and customer data were used to populate a dynamic computer rate model, enabling the observation of forecasted results based on alternative rate adjustment scenarios. Certain financial data provided by the Town reflect informed estimates; however, it is believed that more accurate financial data would not materially change the direction or magnitude of this study's findings. Alternative rate adjustment scenarios were discussed with Town staff to obtain an understanding of community sensitivity and intended direction of the Utility. However, the recommended rate adjustments herein reflect the consultant's responsibility to address sufficient revenues for the Enterprise.

[1] Resolution 00-09 Article III Section 3.04 (H)

A review of fiscal year 2022/23 customer billing data identified the number of accounts, Equivalent Meter Connections (EMCs), and billed flows for each customer classification both within and outside the Town. The customer data for fiscal year 2023/24 along with the conservative growth allowance are summarized in **Table 1** from **Schedule 1**.

Table 1
Customers

	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
Water Inside							
Accounts	2,022	2,096	2,166	2,236	2,306	2,376	2,456
EMCs	2,334	2,408	2,478	2,548	2,618	2,688	2,768
Annual Billed Gallonage [1]	237,772	223,470	229,910	236,340	242,780	249,220	256,570
Water Outside							
Accounts	131	131	131	131	131	131	131
EMCs	147	147	147	147	147	147	147
Annual Billed Gallonage [1]	14,094	14,840	14,840	14,840	14,840	14,840	14,840
Water Total							
Accounts	2,153	2,227	2,297	2,367	2,437	2,507	2,587
EMCs	2,481	2,555	2,625	2,695	2,765	2,835	2,915
Annual Billed Gallonage [1]	251,866	238,310	244,750	251,180	257,620	264,060	271,410
Wastewater Inside							
Accounts	1,021	1,095	1,165	1,235	1,305	1,375	1,455
EMCs	1,149	1,223	1,293	1,363	1,433	1,503	1,583
Annual Billed Gallonage [1]	59,053	61,900	64,600	67,300	69,990	72,690	75,770
Wastewater Outside							
Accounts	1	1	1	1	1	1	1
EMCs	15	15	15	15	15	15	15
Annual Billed Gallonage [1]	1,024	580	580	580	580	580	580
Wastewater Total							
Accounts	1,022	1,096	1,166	1,236	1,306	1,376	1,456
EMCs	1,164	1,238	1,308	1,378	1,448	1,518	1,598
Annual Billed Gallonage [1]	60,077	62,480	65,180	67,880	70,570	73,270	76,350

1. In Thousands

The Enterprise generates revenue through a rate structure for water and wastewater services consisting of: 1) water and wastewater Monthly Base Charges per EMC based on meter size; 2) four inclining block water Usage Rates per 1,000 gallons of metered water; and 3) a uniform wastewater usage rate per 1,000 gallons of metered water. The existing user rates and charges are provided in **Table 2**. Customers outside the Town are subject to a 25 percent surcharge pursuant to Florida Statute 180.191.

Table 2
Existing Water and Wastewater Rates and Charges [1]

	Water	Wastewater
Monthly Base Charge Per EMC	$20.12	$48.00
Usage Rate Per 1,000 gal		
Block 1 (0-10,000)	$1.14	
Block 2 (10,001-20,000)	$2.27	
Block 3 (20,001-40,000)	$3.40	
Block 4 (Above 40,000)	$4.00	
Usage Rate Per 1,000 gal All Usage		$2.50

1. Outside Town Surcharge of 25 Percent

A review of the fiscal year 2025/26 budget identified typical water and wastewater O&M expenses along with debt service associated with the Series 2001 and 2011 USDA loans. Projections of fiscal requirements provided for: 1) annual O&M expense inflation and growth indexing of approximately 3.65 percent; 2) Professional Services reduced by amounts anticipated from American Rescue Plan Act (ARPA); 3) the currently projected PRWC charges; and 4) certain non-operating allowances. No cost provisions or additional debt service were included for future capital improvements. The projected fiscal requirements are shown in **Table 3** as summarized from **Schedule 2**.

Table 3
Budgeted and Projected Fiscal Requirements

Water	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**2029/30**
O&M Expenses	$1,301,200	$1,337,800	$1,375,300	$1,414,000	$1,453,700
PRWC Charges	326,600	387,400	2,214,400	2,523,300	2,568,100
Debt Service	163,100	163,100	163,100	163,100	163,100
Non-Operating	46,900	48,000	49,200	50,300	51,500
Subtotal	$1,837,800	$1,936,300	$3,802,000	$4,150,700	$4,236,400
Wastewater					
O&M Expenses	$1,008,700	$1,036,400	$1,064,800	$1,094,000	$1,124,000
Debt Service	101,200	101,200	101,200	101,200	101,200
Non-Operating	60,000	61,400	62,900	64,400	66,000
Subtotal	$1,169,900	$1,199,000	$1,228,900	$1,259,600	$1,291,200
Combined	$3,007,700	$3,135,300	$5,030,900	$5,410,300	$5,527,600

With customers and fiscal requirements forecasted, a projection of revenue sufficiency using the existing rates with no rate adjustments or allowable transfers of the ½ cent sales tax and connection fees resulted in an unsustainable financial condition for the Utility, as summarized in **Table 4.**

Table 4
Revenue Sufficiency with Existing Rates

	2025/26	**2026/27**	**2027/28**	**2028/29**	**2029/30**
Service Revenue	$2,062,100	$2,141,000	$2,226,200	$2,311,600	$2,396,900
Other Revenue	240,600	205,900	121,200	125,000	128,800
Total Revenue	$2,302,700	$2,346,900	$2,347,400	$2,436,600	$2,525,700
O&M Expenses	$2,309,900	$2,374,200	$2,440,100	$2,508,000	$2,577,700
PRWC Charges	326,600	387,400	2,214,400	2,523,300	2,568,100
Total O&M Expenses	$2,636,500	$2,761,600	$4,654,500	$5,031,300	$5,145,800
Net Revenue	($333,800)	($414,700)	($2,307,100)	($2,594,700)	($2,620,100)
Debt Service	264,300	264,300	264,300	264,300	264,300
Balance	($598,100)	($679,000)	($2,571,400)	($2,859,000)	($2,884,400)
Non-Operating	106,900	109,400	112,100	114,700	117,500
Combine Surplus (Deficit)	($705,000)	($788,400)	($2,683,500)	($2,973,700)	($3,001,900)
Coverage					
Required	1.20	1.20	1.20	1.20	1.20
Achieved	-1.26	-1.57	-8.73	-9.82	-9.91

After reviewing various rate adjustment scenarios and discussions with Town staff, it was determined the Enterprise should use all available resources to reduce the rate adjustments necessary for revenue sufficiency. Currently there are two additional resources consisting of the ½ cent sales tax and connection fees, which can aid in reducing rate adjustments and increasing amounts in the unrestricted Revenue Fund. Pursuant to Resolution 00-09, Pledged Funds means the Net Revenues, the ½ cent

sales tax and amounts on deposit in the Impact Fee[2] Fund including investment earnings thereon, but only to the extent such amounts are legally available to pay debt service on the Bonds. As defined, Net Revenues consist of Gross Revenues less O&M expenses, whereby Gross Revenues are all moneys derived from rates and do not include the ½ cent sales tax. Bond Resolution provisions do not allow for the ½ cent sales tax to be used to pay O&M expenses. However, continuing transfers of the ½ cent sales tax in amounts equal to annual debt service will materially reduce rate adjustments. Since connection fees cannot be relied upon for ongoing funding, the use of such funds should be reviewed annually and appropriately budgeted for capital needs.

The principal objectives of this revenue sufficiency review are: 1) user rates that annually generate revenues to pay for 100 percent of O&M expenses, which together with the ½ cent sales tax transfer from the Town, exceeds 125 percent of annual debt service requirements; 2) commencing in fiscal year 2025/26, annual operating surpluses sufficient to maintain reasonable reserve balances in the Revenue Fund; and 3) positioning the Enterprise to address rate increases associated with the anticipated significant PRWC charge increase in fiscal year 2027/28 and beyond. As revenue sufficiency is achieved, the Utility will need to address capital improvement funding and develop a plan to reduce PRWC capacity and charges scheduled for fiscal year 2027/28 and beyond.

The initial rate adjustments addressing operating requirements (O&M, debt service, and non-operating) plus fund reserves for fiscal years 2025/26 and 2026/27 are shown in Tables 5 and 6. Due to circumstances beyond this revenue sufficiency study, the earliest adjustments can be achieved is December 2025. Although these adjustments are considerable, they are the result of 1) no rate adjustments since fiscal year 2022/23; 2) O&M expense increases due to inflation; 3) initial PRWC payments; and 4) funding from the Town's General Fund that results in the Enterprise owing approximately $588,900 creating a deficit in the reserve fund, which needs to be cleared.

Table 5
Initial Sufficiency Rate Adjustments

	2025/26	2026/27
Water	25%	22%
Wastewater	20%	4%

Table 6
User Rates and Charges [1]

	2024/25	2025/26 [2]	2026/27
Water			
Monthly Base Charge Per EMC	$20.12	$25.15	$30.68
Usage Rate Per 1,000 gal			
Block 1 (0-10,000)	$1.14	$1.42	$1.73
Block 2 (10,001-20,000)	$2.27	$2.83	$3.45
Block 3 (20,001-40,000)	$3.40	$4.25	$5.18
Block 4 (Above 40,000)	$4.00	$5.00	$6.10
Wastewater			
Monthly Base Charge Per EMC	$48.00	$57.60	$59.90
Usage Rate Per 1,000 gal	$2.50	$3.00	$3.12

1. Outside Town Surcharge of 25 Percent. 2. Effective 03/01/2026.

[2] Now referred to as Connection Fees pursuant to Florida Statutes and Town of Dundee Code of Ordinances Sec. 54-8.

The results of these initial rate adjustments are shown in **Table 7**, as summarized form Schedule 4. Note that these adjustments do not consider future funding needs for capital improvements.

Table 7 **Water** and **Wastewater Operating Proforma**		
	2025/26	**2026/27**
Total Revenue	$2,509,600	$3,141,200
Total O&M Expenses	2,636,500	2,761,600
Net Revenue	($126,900)	$379,600
Connection Fees	314,800	0
1/2 Cent Sales Tax	264,300	264,300
Total Pledged Funds	$452,200	$643,900
Debt Service	264,300	264,300
Balance	$187,900	$379,600
Non-Operating	106,900	109,400
Surplus (Deficit)	$81,000	$270,200
Debt Service Coverage		
Required	1.20	1.20
Achieved	1.71	2.44

As previously stated, commencing in fiscal year 2027/28, the contractual PRWC charges are forecasted to materially increase, from $387,400 in fiscal year 2026/27 to $2,214,400, $2,523,300, and $2,568,100 for fiscal years 2027/28, 2028/29 and 2029/30, respectively. These PRWC charge increases will require water rate adjustments currently projected at 108 percent on or before October 1, 2028, followed by 5.0 percent for fiscal year 2028/29, as summarized in **Table 8**. The projected water and wastewater rates through fiscal year 2029/30 are summarized in **Table 9** from **Schedule 3** containing inside and outside Town rates. Note: rates beyond fiscal year 2026/27 are italicized and for information purposes only providing a preview of the impact of future PRWC charges.

Table 8 **Projected Sufficiency Rate Adjustments**					
	2025/26	**2026/27**	***2027/28***	***2028/29***	***2029/30***
Water	25%	22%	*108%*	*5%*	*0%*
Wastewater	12%	2%	*0%*	*0%*	*0%*

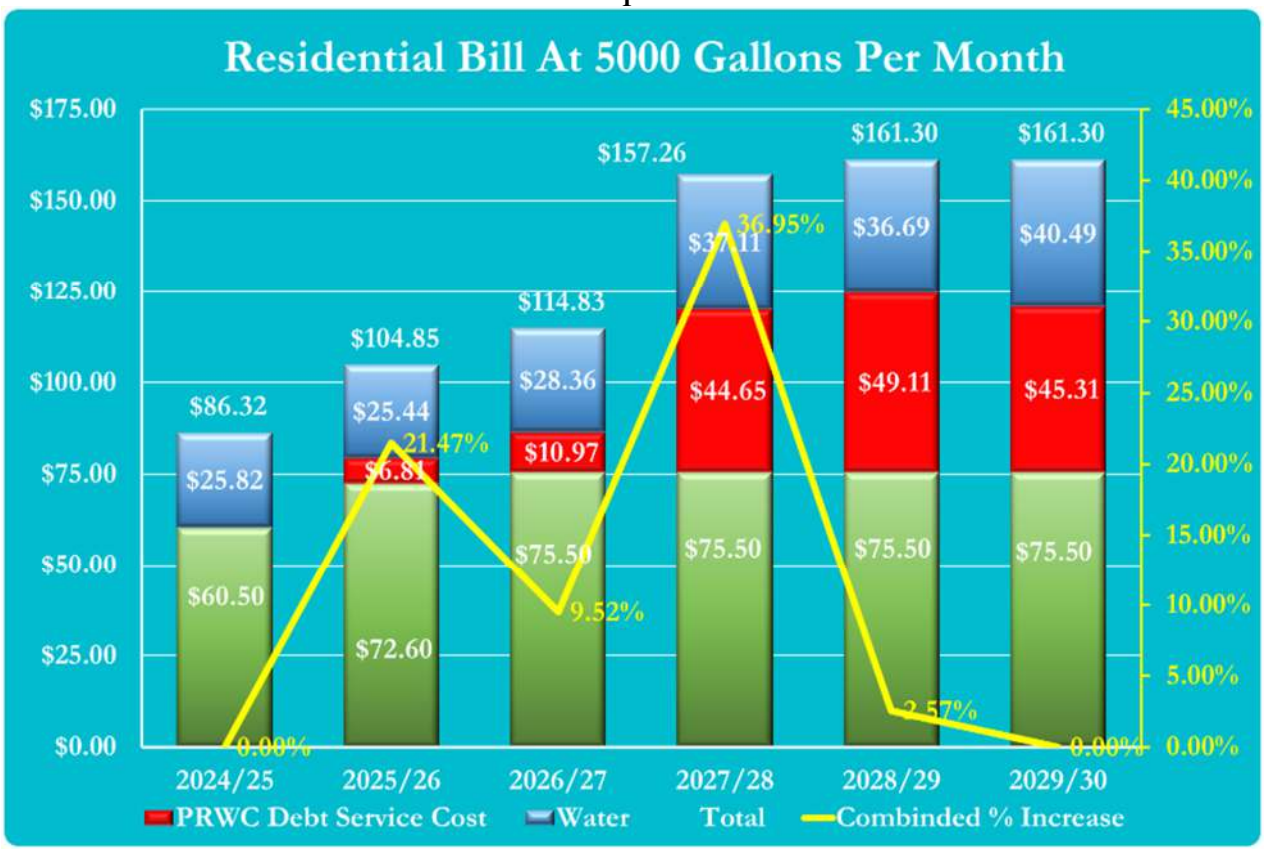
Table 9 **Projected User Rates and Charges** [1]						
Water	**2024/25**	**2025/26** [2]	**2026/27**	***2027/28***	***2028/29***	***2029/30***
Monthly Base Charge Per EMC	$20.12	$25.15	$30.68	*$63.81*	*$67.00*	*$67.00*
Usage Rate Per 1,000 gal						
Block 1 (0-10,000)	$1.14	$1.42	$1.73	*$3.59*	*$3.76*	*$3.76*
Block 2 (10,001-20,000)	$2.27	$2.83	$3.45	*$7.17*	*$7.52*	*$7.52*
Block 3 (20,001-40,000)	$3.40	$4.25	$5.18	*$10.77*	*$11.30*	*$11.30*
Block 4 (Above 40,000)	$4.00	$5.00	$6.10	*$12.68*	*$13.31*	*$13.31*
Wastewater						
Monthly Base Charge Per EMC	$48.00	$57.60	$59.90	*$59.90*	*$59.90*	*$59.90*
Usage Rate Per 1,000 gal	$2.50	$3.00	$3.12	*$3.12*	*$3.12*	*$3.12*

1. Outside Town Surcharge of 25 Percent. Effective 03/01/26.

The effect of these projected adjustments on a monthly residential single family 5,000 gallon water and wastewater bill is illustrated in **Graph 1**. Also illustrated in **Graph 1,** (in red) are the projected

amounts recovered in the monthly water Base Charge per EMC associated with the fixed portion of the PRWC charges.

Graph 1

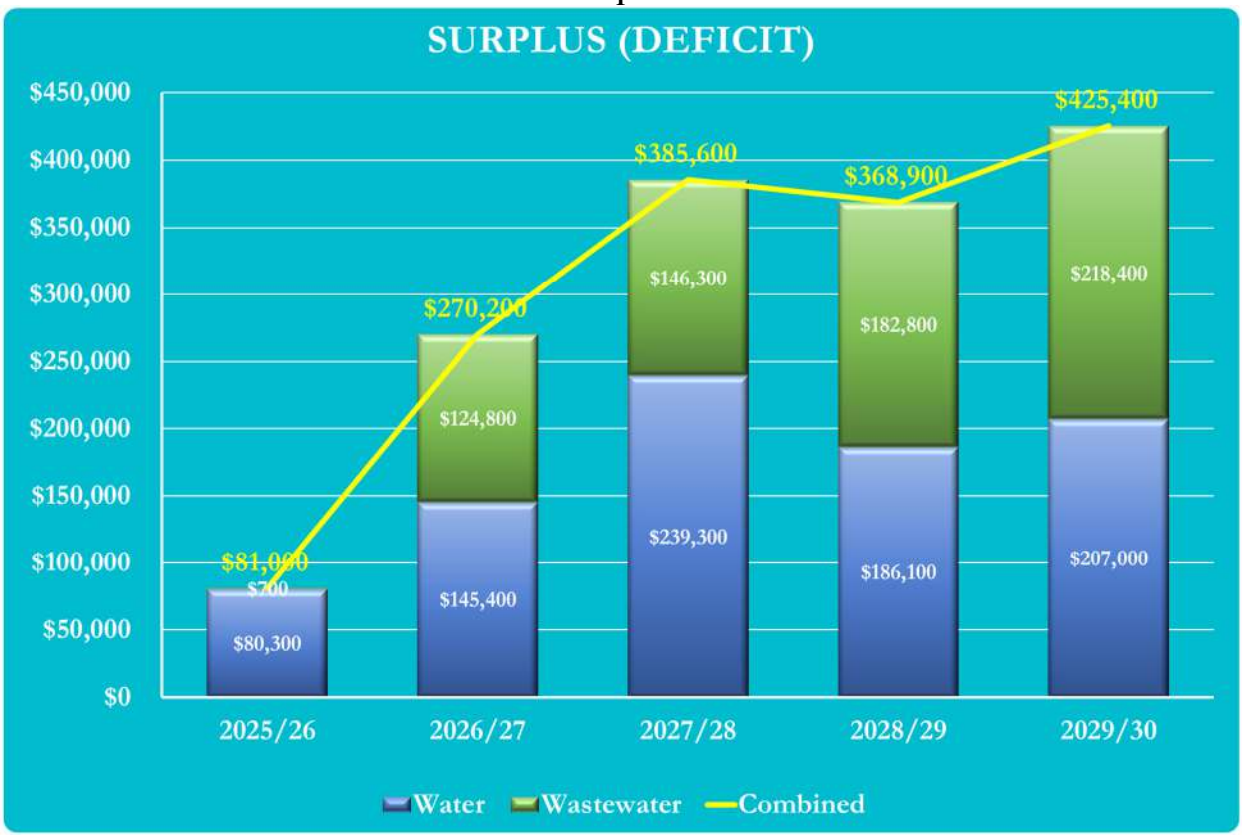


Financial forecasts based on the projected water and wastewater rate adjustments are summarized in **Table 10** from **Schedule 4** and as illustrated in **Graph 2**, achieve the primary objectives of bringing the Enterprise into full financial compliance and accumulating positive balances in the unrestricted reserve fund. It should be understood that rate adjustments and financial projections beyond fiscal year 2026/27 are italicized and for information purposes only, as the primary driver with rate adjustments in fiscal year 2027/28 will be the level of PRWC charges, which are currently only a projection. With the major increases approximately two years away, the Town should immediately investigate, where possible, ways to decrease the PRWC charges.

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Table 10 Water And Wastewater Operating Proforma					
	2025/26	**2026/27**	***2027/28***	***2028/29***	***2029/30***
Total Revenue	$2,509,600	$3,141,200	*$5,152,200*	*$5,514,900*	*$5,688,700*
O&M Expenses	2,309,900	2,374,200	*2,440,100*	*2,508,000*	*2,577,700*
PRWC Charges	$326,600	$387,400	*$2,214,400*	*$2,523,300*	*$2,568,100*
Total O&M Expenses	2,636,500	2,761,600	*4,654,500*	*5,031,300*	*5,145,800*
Net Revenue	(126,900)	379,600	*497,700*	*483,600*	*542,900*
Connection Fees	$314,800	$0	*$0*	*$0*	*$0*
1/2 Cent Sales Tax	264,300	264,300	*264,300*	*264,300*	*264,300*
Total Pledged Funds	$452,200	$643,900	*$762,000*	*$747,900*	*$807,200*
Debt Service	264,300	264,300	*264,300*	*264,300*	*264,300*
Balance	$187,900	$379,600	*$497,700*	*$483,600*	*$542,900*
Non-Operating	106,900	109,400	*112,100*	*114,700*	*117,500*
Combined Surplus (Deficit)	$81,000	$270,200	*$385,600*	*$368,900*	*$425,400*
Debt Service Coverage					
Required	1.20	1.20	*1.20*	*1.20*	*1.20*
Achieved	1.71	2.44	*2.88*	*2.83*	*3.05*

Graph 2



The rate adjustments identified in Table 8 result in annual operating surpluses that, as shown in **Table 11**, are intended to progressively increase unrestricted reserve fund balances. Please note that the beginning balance shown in Table 11 is assumed to $0.00 due to an understanding that the Town's General Fund has advanced the Enterprise an amount greater than $588,000. Additionally, the Enterprise needs to address significant capital improvement funding for which the approach, details

and funding mechanisms have yet to be identified. The reserve fund balance can be used for capital improvements or other authorized needs.

Table 11 Projected Unrestricted Operating Reserve Fund					
	2025/26	2026/27	2027/28	2028/29	2029/30
Beginning Balance	$0	($188,700)	$81,500	$467,100	$836,000
Operating Surplus	81,000	270,200	385,600	368,900	425,400
Ending Balance	$81,000	$81,500	$467,100	$836,000	$1,261,400

A common activity used by policymakers, administrators, management, and customers during a revenue sufficiency review is a comparison of the subject utility's bills to those of other nearby communities/utilities. Cost recovery through user rates is a complicated function that uses common or similar names for rate, charge, and fee components. The derivation, cost allocations, and formulation of determinants for each rate, charge, or fee can and generally do vary significantly.

Neighboring utilities were contacted to obtain current water rates, and charges. Comparative results for a typical single family water and wastewater customer using 5,000 gallons per month are shown in **Graph 3**. The amounts shown represent monthly billings before any franchise, service or other applicable fees not directly related to the cost of combined water and wastewater service. It should be noted that the bills shown for neighboring utilities are based on rates in effect as of October 1, 2025. It is likely that neighboring utilities involved with PRWC will be or are in the process of adjusting rates.

Graph 3



Pursuant to the findings of this rate study, the Enterprise exhibits a current level of financial deficiency that needs immediate and continued attention. The review concluded that the existing user rates and charges do not generate revenues, which along with other revenues from the ½ cent sales tax, connection fees, and miscellaneous charges, are insufficient to pay for O&M expenses including the forecasted PRWC charges, clear the funds advanced by the Town's General Fund, and to continue to increase reserves. It is therefore recommended that the Town proceed to:

1. Adopt the following water and wastewater rate adjustments for fiscal years 2025/26 and 2026/27 with effective dates of the first full billing cycle after February 28, 2026, and September 30, 2026.

	2025/26	2026/27
Water	25%	22%
Wastewater	20%	4%

2. Adopt a requirement that in determining rate, charge, and fee amounts pursuant to percentage adjustments, such resulting amounts be rounded down to the nearest cent. This ensures that future rates, charges, and fees will not exceed the amounts authorized by the Town.

3. Notify customers of the potential rate increase pursuant to Florida Statue180.136[3].

4. Develop a water and wastewater Enterprise financial policy addressing: (a) the unrestricted reserve fund; (b) transfers of the ½ cent sales tax; and (c) establishment of a Renewal and Replacement (R&R) Fund.

Furthermore, the Town should:

1. Review Utility operating alternatives focused on eliminating or materially reducing PRWC charges.

2. Commence a public outreach program to inform Utility customers of potential rate adjustments anticipated in fiscal year 2027/28.

3. Prepare a plan prioritizing capital improvements and funding sources, which may include further rate adjustments.

4. Ensure that all service connections are appropriately billed and that no connection receives free services.

5. Consider accounting for the water and wastewater enterprise separately from other Town activities.

6. Periodically review customer bill procedures to ensure accurate bills and no free services.

[3] **180.136 Water or sewer utilities; notice.**—Before a local government water or sewer utility increases any rate, charge, or fee for water or sewer utility service, the utility shall provide notice of the proposed increase to each customer of the utility through the utility's billing process. The notice shall state the date, time, and place of the meeting of the governing board of the local government at which such increase will be considered. The notice required in this section is in addition to any notice and public meeting requirements for ordinance adoption as provided by general law.

The expenses, costs, and criteria associated with ratemaking are representative of averages that are developed primarily from historical data or projections based on opinions and assumptions. Significant amounts of historical review and analysis, together with the development of assumptions based on prudent financial and rate-making relationships, were utilized in the development of customers projections, operating activities, expenses, costs, and adjusted user rates, and charges. **Some of the assumptions will inevitably change or fail to materialize, and unanticipated events may occur which could significantly change the results presented herein.**

We extend our gratitude to the Town for the opportunity to be of service in this important matter and thank you and Town staff members for their assistance with this project.

Very truly yours,
Raftelis Financial Consultants, Inc.



Joe Williams
Vice President



Marco H. Rocca
Principal Consultant

Schedule 1 Existing and Projected Water Customers

	2024/25	2025/26	2026/27	*2027/28*	*2028/29*	*2029/30*
Residential Inside						
Customer Growth	74	70	70	*80*	*80*	*80*
Equivalency Growth	74	70	70	*80*	*80*	*80*
Average Monthly Customers	2,051	2,121	2,191	*2,271*	*2,351*	*2,431*
Average Monthly Equivalencies	2,253	2,323	2,393	*2,473*	*2,553*	*2,633*
Annual Metered Gallons (000s)	192,230	198,200	204,180	*211,000*	*217,830*	*224,650*
Average Metered per Equivalency	7.1	7.1	7.1	*7.1*	*7.1*	*7.1*
Residential Outside						
Customer Growth	0	0	0	*0*	*0*	*0*
Equivalency Growth	0	0	0	*0*	*0*	*0*
Average Monthly Customers	125	125	125	*125*	*125*	*125*
Average Monthly Equivalencies	141	141	141	*141*	*141*	*141*
Annual Metered Gallons (000s)	13,370	13,370	13,370	*13,370*	*13,370*	*13,370*
Average Metered per Equivalency	7.9	7.9	7.9	*7.9*	*7.9*	*7.9*
Commercial Inside						
Customer Growth	0	0	0	*0*	*0*	*0*
Equivalency Growth	0	0	0	*0*	*0*	*0*
Average Monthly Customers	158	158	158	*158*	*158*	*158*
Average Monthly Equivalencies	258	258	258	*258*	*258*	*258*
Annual Metered Gallons (000s)	26,940	26,940	26,940	*26,940*	*26,940*	*26,940*
Average Metered per Equivalency	8.7	8.7	8.7	*8.7*	*8.7*	*8.7*
Commercial Outside						
Customer Growth	0	0	0	*0*	*0*	*0*
Equivalency Growth	0	0	0	*0*	*0*	*0*
Average Monthly Customers	4	4	4	*4*	*4*	*4*
Average Monthly Equivalencies	4	4	4	*4*	*4*	*4*
Annual Metered Gallons (000s)	380	380	380	*380*	*380*	*380*
Average Metered per Equivalency	7.8	7.8	7.8	*7.8*	*7.8*	*7.8*
Public Inside						
Customer Growth	0	0	0	*0*	*0*	*0*
Equivalency Growth	0	0	0	*0*	*0*	*0*
Average Monthly Customers	6	6	6	*6*	*6*	*6*
Average Monthly Equivalencies	6	6	6	*6*	*6*	*6*
Annual Metered Gallons (000s)	170	170	170	*170*	*170*	*170*
Average Metered per Equivalency	2.4	2.4	2.4	*2.4*	*2.4*	*2.4*
Public Outside						
Customer Growth	0	0	0	*0*	*0*	*0*
Equivalency Growth	0	0	0	*0*	*0*	*0*
Average Monthly Customers	2	2	2	*2*	*2*	*2*
Average Monthly Equivalencies	2	2	2	*2*	*2*	*2*
Annual Metered Gallons (000s)	50	50	50	*50*	*50*	*50*
Average Metered per Equivalency	2.2	2.2	2.2	*2.2*	*2.2*	*2.2*
Irrigation Inside						
Customer Growth	0	0	0	*0*	*0*	*0*
Equivalency Growth	0	0	0	*0*	*0*	*0*
Average Monthly Customers	5	5	5	*5*	*5*	*5*
Average Monthly Equivalencies	5	5	5	*5*	*5*	*5*
Annual Metered Gallons (000s)	170	170	170	*170*	*170*	*170*
Average Metered per Equivalency	2.9	2.9	2.9	*2.9*	*2.9*	*2.9*
Dundee Inside						
Customer Growth	0	0	0	*0*	*0*	*0*
Equivalency Growth	0	0	0	*0*	*0*	*0*
Average Monthly Customers	30	30	30	*30*	*30*	*30*
Average Monthly Equivalencies	40	40	40	*40*	*40*	*40*
Annual Metered Gallons (000s)	3,470	3,470	3,470	*3,470*	*3,470*	*3,470*

Schedule 1 Existing and Projected Water Customers

	2024/25	2025/26	2026/27	*2027/28*	*2028/29*	*2029/30*
Average Metered per Equivalency	7.2	7.2	7.2	*7.2*	*7.2*	*7.2*
Hydrant Inside						
Customer Growth	0	0	0	*0*	*0*	*0*
Equivalency Growth	0	0	0	*0*	*0*	*0*
Average Monthly Customers	3	3	3	*3*	*3*	*3*
Average Monthly Equivalencies	3	3	3	*3*	*3*	*3*
Annual Metered Gallons (000s)	0	0	0	*0*	*0*	*0*
Average Metered per Equivalency	12.6	12.6	12.6	*12.6*	*12.6*	*12.6*
Subtotal Inside						
Customer Growth	74	70	70	*80*	*80*	*80*
Equivalency Growth	74	70	70	*80*	*80*	*80*
Average Monthly Customers	2,253	2,323	2,393	*2,473*	*2,553*	*2,633*
Average Monthly Equivalencies	2,565	2,635	2,705	*2,785*	*2,865*	*2,945*
Annual Metered Gallons (000s)	222,980	228,950	234,930	*241,750*	*248,580*	*255,400*
Average Metered per Equivalency	7.2	7.2	7.2	*7.2*	*7.2*	*7.2*
Subtotal Outside	0	0	0	*0*	*0*	*0*
Customer Growth	0	0	0	*0*	*0*	*0*
Equivalency Growth	0	0	0	*0*	*0*	*0*
Average Monthly Customers	131	131	131	*131*	*131*	*131*
Average Monthly Equivalencies	147	147	147	*147*	*147*	*147*
Annual Metered Gallons (000s)	13,800	13,800	13,800	*13,800*	*13,800*	*13,800*
Average Metered per Equivalency	7.8	7.8	7.8	*7.8*	*7.8*	*7.8*
Total Water System						
Customer Growth	74	70	70	*80*	*80*	*80*
Equivalency Growth	74	70	70	*80*	*80*	*80*
Average Monthly Customers	2,384	2,454	2,524	*2,604*	*2,684*	*2,764*
Average Monthly Equivalencies	2,712	2,782	2,852	*2,932*	*3,012*	*3,092*
Annual Metered Gallons (000s)	236,780	242,750	248,730	*255,550*	*262,380*	*269,200*
Average Metered per Equivalency	7.3	7.3	7.3	*7.3*	*7.3*	*7.3*
Annual Consumption by Usage Block						
Block 1						
Residential Inside	121,080	124,840	128,610	*132,910*	*137,210*	*141,510*
Residential Outside	8,170	8,170	8,170	*8,170*	*8,170*	*8,170*
Commercial Inside	9,990	9,990	9,990	*9,990*	*9,990*	*9,990*
Commercial Outside	350	350	350	*350*	*350*	*350*
Public Inside	170	170	170	*170*	*170*	*170*
Public Outside	40	40	40	*40*	*40*	*40*
Irrigation Inside	170	170	170	*170*	*170*	*170*
Dundee Inside	2,060	2,060	2,060	*2,060*	*2,060*	*2,060*
Hydrant Inside	0	0	0	*0*	*0*	*0*
Total Block 1	142,030	145,790	149,560	*153,860*	*158,160*	*162,460*
Block 2						
Residential Inside	38,170	39,360	40,550	*41,900*	*43,260*	*44,610*
Residential Outside	2,130	2,130	2,130	*2,130*	*2,130*	*2,130*
Commercial Inside	3,170	3,170	3,170	*3,170*	*3,170*	*3,170*
Commercial Outside	30	30	30	*30*	*30*	*30*
Public Inside	0	0	0	*0*	*0*	*0*
Public Outside	10	10	10	*10*	*10*	*10*
Irrigation Inside	0	0	0	*0*	*0*	*0*
Dundee Inside	640	640	640	*640*	*640*	*640*
Hydrant Inside	0	0	0	*0*	*0*	*0*
Total Block 2	44,150	45,340	46,530	*47,880*	*49,240*	*50,590*

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	2024/25	2025/26	2026/27	*2027/28*	*2028/29*	*2029/30*
Block 3						
Residential Inside	20,020	20,640	21,260	*21,970*	*22,680*	*23,390*
Residential Outside	1,620	1,620	1,620	*1,620*	*1,620*	*1,620*
Commercial Inside	2,660	2,660	2,660	*2,660*	*2,660*	*2,660*
Commercial Outside	0	0	0	*0*	*0*	*0*
Public Inside	0	0	0	*0*	*0*	*0*
Public Outside	0	0	0	*0*	*0*	*0*
Irrigation Inside	0	0	0	*0*	*0*	*0*
Dundee Inside	470	470	470	*470*	*470*	*470*
Hydrant Inside	0	0	0	*0*	*0*	*0*
Total Block 3	24,770	25,390	26,010	*26,720*	*27,430*	*28,140*
Block 4						
Residential Inside	12,960	13,360	13,760	*14,220*	*14,680*	*15,140*
Residential Outside	1,450	1,450	1,450	*1,450*	*1,450*	*1,450*
Commercial Inside	11,120	11,120	11,120	*11,120*	*11,120*	*11,120*
Commercial Outside	0	0	0	*0*	*0*	*0*
Public Inside	0	0	0	*0*	*0*	*0*
Public Outside	0	0	0	*0*	*0*	*0*
Irrigation Inside	0	0	0	*0*	*0*	*0*
Dundee Inside	300	300	300	*300*	*300*	*300*
Hydrant Inside	0	0	0	*0*	*0*	*0*
Total Block 4	25,830	26,230	26,630	*27,090*	*27,550*	*28,010*
Total Consumption by Class						
Residential Inside	192,230	198,200	204,180	*211,000*	*217,830*	*224,650*
Residential Outside	13,370	13,370	13,370	*13,370*	*13,370*	*13,370*
Commercial Inside	26,940	26,940	26,940	*26,940*	*26,940*	*26,940*
Commercial Outside	380	380	380	*380*	*380*	*380*
Public Inside	170	170	170	*170*	*170*	*170*
Public Outside	50	50	50	*50*	*50*	*50*
Irrigation Inside	170	170	170	*170*	*170*	*170*
Dundee Inside	3,470	3,470	3,470	*3,470*	*3,470*	*3,470*
Hydrant Inside	0	0	0	*0*	*0*	*0*
Total Consumption	236,780	242,750	248,730	*255,550*	*262,380*	*269,200*

Schedule 1 Existing and Projected Wastewater Customers

	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
Residential Inside						
Customer Growth	74	70	70	80	80	80
Equivalency Growth	74	70	70	80	80	80
Average Monthly Customers	1,022	1,092	1,162	1,242	1,322	1,402
Average Monthly Equivalencies	1,098	1,168	1,238	1,318	1,398	1,478
Annual Metered Gallons (000s)	42,280	44,980	47,680	50,760	53,840	56,920
Average Metered per Equivalency	3.2	3.2	3.2	3.2	3.2	3.2
Residential Outside						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	1	1	1	1	1	1
Average Monthly Equivalencies	15	15	15	15	15	15
Annual Metered Gallons (000s)	580	580	580	580	580	580
Average Metered per Equivalency	3.2	3.2	3.2	3.2	3.2	3.2
Commercial Inside						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	57	57	57	57	57	57
Average Monthly Equivalencies	109	109	109	109	109	109
Annual Metered Gallons (000s)	17,610	17,610	17,610	17,610	17,610	17,610
Average Metered per Equivalency	13.5	13.5	13.5	13.5	13.5	13.5
Public Inside						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	1	1	1	1	1	1
Average Monthly Equivalencies	1	1	1	1	1	1
Annual Metered Gallons (000s)	30	30	30	30	30	30
Average Metered per Equivalency	2.8	2.8	2.8	2.8	2.8	2.8
Dundee Inside						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	15	15	15	15	15	15
Average Monthly Equivalencies	15	15	15	15	15	15
Annual Metered Gallons (000s)	1,980	1,980	1,980	1,980	1,980	1,980
Average Metered per Equivalency	11.0	11.0	11.0	11.0	11.0	11.0
Subtotal Inside						
Customer Growth	74	70	70	80	80	80
Equivalency Growth	74	70	70	80	80	80
Average Monthly Customers	1,095	1,165	1,235	1,315	1,395	1,475
Average Monthly Equivalencies	1,223	1,293	1,363	1,443	1,523	1,603
Annual Metered Gallons (000s)	61,900	64,600	67,300	70,380	73,460	76,540
Average Metered per Equivalency	4.2	4.2	4.1	4.1	4.0	4.0
Subtotal Outside						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	1	1	1	1	1	1
Average Monthly Equivalencies	15	15	15	15	15	15
Annual Metered Gallons (000s)	580	580	580	580	580	580
Average Metered per Equivalency	3.2	3.2	3.2	3.2	3.2	3.2

Schedule 1 Existing and Projected Wastewater Customers

	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
Total Wastewater System						
Customer Growth	74	70	70	80	80	80
Equivalency Growth	74	70	70	80	80	80
Average Monthly Customers	1,096	1,166	1,236	1,316	1,396	1,476
Average Monthly Equivalencies	1,238	1,308	1,378	1,458	1,538	1,618
Annual Metered Gallons (000s)	62,480	65,180	67,880	70,960	74,040	77,120
Average Metered per Equivalency	4.2	4.2	4.1	4.1	4.0	4.0
Annual Consumption by Usage Block						
Block 1						
Residential Inside	42,280	44,980	47,680	50,760	53,840	56,920
Residential Outside	580	580	580	580	580	580
Commercial Inside	17,610	17,610	17,610	17,610	17,610	17,610
Public Inside	30	30	30	30	30	30
Dundee Inside	1,980	1,980	1,980	1,980	1,980	1,980
Total Block 1	62,480	65,180	67,880	70,960	74,040	77,120
Total Consumption by Class						
Residential Inside	42,280	44,980	47,680	50,760	53,840	56,920
Residential Outside	580	580	580	580	580	580
Commercial Inside	17,610	17,610	17,610	17,610	17,610	17,610
Public Inside	30	30	30	30	30	30
Dundee Inside	0	1,980	1,980	1,980	1,980	1,980
Total Consumption	60,500	65,180	67,880	70,960	74,040	77,120

Schedule 2 Existing and Projected Water O&M Expenses

	2025/26	2026/27	*2027/28*	*2028/29*	*2029/30*
Salaries & Wages	$384,400	$395,900	*$407,800*	*$420,100*	*$432,700*
Other Salaries and Wages	17,200	17,700	*18,200*	*18,800*	*19,400*
Overtime	70,000	72,100	*74,300*	*76,500*	*78,800*
Payroll Taxes	36,700	37,800	*38,900*	*40,100*	*41,300*
Retirement Contributions	6,500	6,700	*6,900*	*7,100*	*7,400*
Life & Health Insurance	133,100	138,400	*143,900*	*149,700*	*155,700*
Worker's Comp	10,500	10,800	*11,100*	*11,500*	*11,800*
Additional Personnel	0	0	*0*	*0*	*0*
Professional Services O&M	25,000	25,600	*26,200*	*26,800*	*27,500*
Professional Services CIP	100,000	0	*0*	*0*	*0*
Engineering	90,000	92,200	*94,400*	*96,600*	*99,000*
Sampling	15,300	15,700	*16,000*	*16,400*	*16,800*
Contract Labor	0	0	*0*	*0*	*0*
Travel & Training	3,000	3,100	*3,100*	*3,200*	*3,300*
Comm Srvcs-Phones Land Lines	0	0	*0*	*0*	*0*
Comm Srvcs-Cell Phones	200	200	*200*	*200*	*200*
Comm Srvcs-Email	0	0	*0*	*0*	*0*
Comm Svcs-Alarm Monitoring	3,000	3,100	*3,100*	*3,200*	*3,300*
Website	300	300	*300*	*300*	*300*
Software	20,000	20,500	*21,000*	*21,500*	*22,000*
Annual Maintenance	0	0	*0*	*0*	*0*
IT Services	10,200	10,400	*10,700*	*11,000*	*11,200*
Postage	10,000	10,200	*10,500*	*10,700*	*11,000*
Utility Services	110,000	112,600	*115,300*	*118,100*	*120,900*
PRWC Expenditures	326,600	387,400	*2,214,400*	*2,523,300*	*2,568,100*
Rent/Lease/Mortgage	13,000	13,300	*13,600*	*14,000*	*14,300*
Property & Liability Insurance	30,000	30,700	*31,500*	*32,200*	*33,000*
Repairs & Maintenance	110,000	112,600	*115,300*	*118,100*	*120,900*
Repairs & Maint-Water Pumps	12,000	12,300	*12,600*	*12,900*	*13,200*
Repairs & Maint-Vehicles	12,000	12,300	*12,600*	*12,900*	*13,200*
Vehicle Chargeback(4)	0	0	*0*	*0*	*0*
Copies & Printing	2,500	2,600	*2,600*	*2,700*	*2,700*
Other Current Charges	6,000	6,100	*6,300*	*6,400*	*6,600*
Office Supplies	2,000	2,000	*2,100*	*2,100*	*2,200*
Operating Supplies	70,000	71,700	*73,400*	*75,200*	*77,000*
Operating Supplies- Chemicals	55,000	56,300	*57,700*	*59,100*	*60,500*
Operating Supplies- Uniforms	4800	4900	*5000*	*5200*	*5300*
Transportation	30,000	30,700	*31,500*	*32,200*	*33,000*
Dues & Subscriptions	8,500	8,700	*8,900*	*9,100*	*9,300*
Machinery & Equipment	46,900	48,000	*49,200*	*50,300*	*51,500*
American Care Act	2,000,000	0	*0*	*0*	*0*
Improvement other than Building	35,000	35,800	*36,700*	*37,600*	*38,500*
Water Meters	100,000	102,400	*104,900*	*107,400*	*110,000*
Contingency	0	0	*0*	*0*	*0*
Technology Acquisitions	0	0	*0*	*0*	*0*
Interfund Transfers	0	0	*0*	*0*	*0*
Total	$3,909,700	$1,911,400	*$3,780,400*	*$4,132,600*	*$4,221,800*
Less					
Other/Miscellaneous	$2,000,000	$0	*$0*	*$0*	*$0*
Contributions to Other Funds	0	0	*0*	*0*	*0*
Capital From Rate	46,900	48,000	*49,200*	*50,300*	*51,500*
Capital from Reserves	235,000	138,240	*141,558*	*144,955*	*148,434*
	$2,281,900	$186,240	*$190,758*	*$195,255*	*$199,934*
Total O&M	$1,627,800	$1,725,160	*$3,589,642*	*$3,937,345*	*$4,021,866*

Schedule 2 Existing and Projected Wastewater O&M Expenses

	2025/26	2026/27	*2027/28*	*2028/29*	*2029/30*
Salaries & Wages	$374,200	$385,400	*$397,000*	*$408,900*	*$421,200*
Overtime	14,000	14,400	*14,900*	*15,300*	*15,800*
Payroll Taxes	16,000	16,500	*17,000*	*17,500*	*18,000*
Retirement Contributions	30,900	31,900	*32,800*	*33,800*	*34,800*
Life & Health Insurance	4,200	4,300	*4,500*	*4,600*	*4,700*
Worker's Comp	48,400	50,300	*52,300*	*54,400*	*56,600*
Additional Personnel	3,500	3,600	*3,700*	*3,800*	*3,900*
Professional Services	0	0	*0*	*0*	*0*
Engineering	20,000	20,500	*21,000*	*21,500*	*22,000*
Sampling	50,000	0	*0*	*0*	*0*
Contract Labor	15,000	15,400	*15,700*	*16,100*	*16,500*
Sludge Removal	22,000	22,500	*23,100*	*23,600*	*24,200*
Travel & Training	0	0	*0*	*0*	*0*
Comm Srvcs-Phones Land Lines	125,000	128,000	*131,100*	*134,200*	*137,400*
Comm Srvcs-Cell Phones	1,100	1,100	*1,200*	*1,200*	*1,200*
Comm Srvcs-Email	0	0	*0*	*0*	*0*
Comm Svcs -Alarm Monitoring	0	0	*0*	*0*	*0*
Software	0	0	*0*	*0*	*0*
Website	3,100	3,200	*3,300*	*3,300*	*3,400*
IT Services	0	0	*0*	*0*	*0*
Postage	0	0	*0*	*0*	*0*
Utilities	10,000	10,200	*10,500*	*10,700*	*11,000*
Rent/Lease/Mortgage	10,200	10,400	*10,700*	*11,000*	*11,200*
Property & Liability Insurance	12,000	12,300	*12,600*	*12,900*	*13,200*
Repairs & Maintenance	90,000	92,200	*94,400*	*96,600*	*99,000*
Repairs & Maint-Vehicles	100	100	*100*	*100*	*100*
Vehicle Chargeback(1)	17,000	17,400	*17,800*	*18,300*	*18,700*
Copies & Printing	100,000	102,400	*104,900*	*107,400*	*110,000*
Other Current Charges	9,000	9,200	*9,400*	*9,700*	*9,900*
Office Supplies	60,000	61,400	*62,900*	*64,400*	*66,000*
Operating Supplies	0	0	*0*	*0*	*0*
Operating Supplies- Chemicals	400	400	*400*	*400*	*400*
Operating Supplies- Uniforms	1,000	1,000	*1,000*	*1,100*	*1,100*
Gas & Oil	500	500	*500*	*500*	*500*
Transportation	26,000	26,600	*27,300*	*27,900*	*28,600*
Dues & Subscriptions	28,100	28,800	*29,500*	*30,200*	*30,900*
Improvements Other Than Bldg	2,000	2,000	*2,100*	*2,100*	*2,200*
American Care Act	0	0	*0*	*0*	*0*
Machinery & Equipment	20,000	20,500	*21,000*	*21,500*	*22,000*
Capital Lease	5,000	5,100	*5,200*	*5,400*	*5,500*
Tuition Assistance	134,700	137,900	*141,200*	*144,600*	*148,100*
Contingency	279,500	286,200	*293,100*	*300,100*	*307,300*
Technology Acquisitions	0	0	*0*	*0*	*0*
Interfund Transfers	0	0	*0*	*0*	*0*
Total	$1,532,900	$1,521,700	*$1,562,200*	*$1,603,100*	*$1,645,400*
Less					
O&M Expenses	$1,008,700	$1,036,400	*$1,064,800*	*$1,094,000*	*$1,124,000*
Other/Miscellaneous	279,500	286,200	*293,100*	*300,100*	*307,300*
Contributions to Other Funds	0	0	*0*	*0*	*0*
Capital From Rate	60,000	61,400	*62,900*	*64,400*	*66,000*
Capital from Reserves	184,700	137,900	*141,200*	*144,600*	*148,100*
Total	$1,532,900	$1,521,900	*$1,562,000*	*$1,603,100*	*$1,645,400*

Schedule 3 Existing and Projected User Rates and Charges

	2024/25	2025/26	*2026/27*	*2027/28*	*2028/29*	*2029/30*
WATER						
Inside Town						
PRWC Fixed Charge Per EMC	$0.00	$6.81	*$10.97*	*$44.65*	*$49.11*	*$45.31*
Monthly Base Charge Per EMC	20.12	18.34	*19.71*	*19.16*	*17.89*	*21.69*
Combined Per EMC	***$20.12***	***$25.15***	***$30.68***	***$63.81***	***$67.00***	***$67.00***
Usage Rate Per 1,000 gal						
Block 1 (0-10,000)	$1.14	$1.42	*$1.73*	*$3.59*	*$3.76*	*$3.76*
Block 2 (10,001-20,000)	$2.27	$2.83	*$3.45*	*$7.17*	*$7.52*	*$7.52*
Block 3 (20,001-40,000)	$3.40	$4.25	*$5.18*	*$10.77*	*$11.30*	*$11.30*
Block 4 (Above 40,000)	$4.00	$5.00	*$6.10*	*$12.68*	*$13.31*	*$13.31*
Outside Town						
PRWC Fixed Charge Per EMC	$0.00	$8.52	*$13.72*	*$55.82*	*$61.39*	*$56.64*
Monthly Base Charge Per EMC	25.15	22.91	*24.62*	*23.92*	*22.34*	*27.08*
Combined Per EMC	***$25.15***	***$31.43***	***$38.34***	***$79.74***	***$83.73***	***$83.72***
Usage Rate Per 1,000 gal						
Block 1 (0-10,000)	$1.42	$1.77	*$2.15*	*$4.47*	*$4.69*	*$4.69*
Block 2 (10,001-20,000)	$2.83	$3.53	*$4.30*	*$8.94*	*$9.38*	*$9.38*
Block 3 (20,001-40,000)	$4.25	$5.31	*$6.47*	*$13.45*	*$14.12*	*$14.12*
Block 4 (Above 40,000)	$5.00	$6.25	*$7.62*	*$15.84*	*$16.63*	*$16.63*
WASTEWATER						
Inside Town						
Monthly Base Charge Per EMC	$48.00	$57.60	*$59.90*	*$59.90*	*$59.90*	*$59.90*
Usage Rate Per 1,000 gal	$2.50	$3.00	*$3.12*	*$3.12*	*$3.12*	*$3.12*
Outside Town						
Monthly Base Charge Per EMC	$60.00	$72.00	*$74.88*	*$74.88*	*$74.88*	*$74.88*
Usage Rate Per 1,000 gal	$3.12	$3.74	*$3.88*	*$3.88*	*$3.88*	*$3.88*

Equivalent Meter Connection Criteria

Meter Size	EMC
3/4"	1.00
1"	2.50
1.5"	5.00
2"	8.00
3"	15.00
4"	25.00
6"	50.00
8"	80.00

Water	**2025/26**	**2026/27**	***2027/28***	***2028/29***	***2029/30***
Service Revenue	$1,281,800	$1,789,800	*$3,820,300*	*$4,114,000*	*$4,218,800*
Other Revenue	158,400	128,800	*57,900*	*59,700*	*61,500*
Total Revenue	$1,440,200	$1,918,600	*$3,878,200*	*$4,173,700*	*$4,280,300*
O&M Expenses	1301200	1337800	*1375300*	*1414000*	*1453700*
PRWC Charges	326,600	387,400	*2,214,400*	*2,523,300*	*2,568,100*
Total O&M Expenses	$1,627,800	$1,725,200	*$3,589,700*	*$3,937,300*	*$4,021,800*
Net Revenue	($187,600)	$193,400	*$288,500*	*$236,400*	*$258,500*
Connection Fees	314,800	0	*0*	*0*	*0*
1/2 Cent Sales Tax	163,100	163,100	*163,100*	*163,100*	*163,100*
Total Pledged Funds	$290,300	$356,500	*$451,600*	*$399,500*	*$421,600*
Debt Service	163,100	163,100	*163,100*	*163,100*	*163,100*
Balance	$127,200	$193,400	*$288,500*	*$236,400*	*$258,500*
Non-Operating	46,900	48,000	*49,200*	*50,300*	*51,500*
Water Surplus (Deficit)	$80,300	$145,400	*$239,300*	*$186,100*	*$207,000*
Wastewater					
Service Revenue	$987,200	$1,145,500	*$1,210,700*	*$1,275,900*	*$1,341,100*
Other Revenue	82,200	77,100	*63,300*	*65,300*	*67,300*
Total Revenue	$1,069,400	$1,222,600	*$1,274,000*	*$1,341,200*	*$1,408,400*
O&M Expenses	1,008,700	1,036,400	*1,064,800*	*1,094,000*	*1,124,000*
Net Revenue	$60,700	$186,200	*$209,200*	*$247,200*	*$284,400*
1/2 Cent Sales Tax	101,200	101,200	*101,200*	*101,200*	*101,200*
Total Pledged Funds	$161,900	$287,400	*$310,400*	*$348,400*	*$385,600*
Debt Service	101,200	101,200	*101,200*	*101,200*	*101,200*
Balance	$60,700	$186,200	*$209,200*	*$247,200*	*$284,400*
Non-Operating	60,000	61,400	*62,900*	*64,400*	*66,000*
Wastewater Surplus (Deficit)	$700	$124,800	*$146,300*	*$182,800*	*$218,400*
Combined					
Service Revenue	$2,269,000	$2,935,300	*$5,031,000*	*$5,389,900*	*$5,559,900*
Other Revenue	240,600	205,900	*121,200*	*125,000*	*128,800*
Total Revenue	$2,509,600	$3,141,200	*$5,152,200*	*$5,514,900*	*$5,688,700*
O&M Expenses	$2,309,900	$2,374,200	*$2,440,100*	*$2,508,000*	*$2,577,700*
PRWC Charges	326,600	387,400	*2,214,400*	*2,523,300*	*2,568,100*
Total O&M Expenses	$2,636,500	$2,761,600	*$4,654,500*	*$5,031,300*	*$5,145,800*
Net Revenue	($126,900)	$379,600	*$497,700*	*$483,600*	*$542,900*
Connection Fees	314,800	0	*0*	*0*	*0*
1/2 Cent Sales Tax	264,300	264,300	*264,300*	*264,300*	*264,300*
Total Pledged Funds	$452,200	$643,900	*$762,000*	*$747,900*	*$807,200*
Debt Service	264,300	264,300	*264,300*	*264,300*	*264,300*
Balance	$187,900	$379,600	*$497,700*	*$483,600*	*$542,900*
Non-Operating	106,900	109,400	*112,100*	*114,700*	*117,500*
Combined Surplus (Deficit)	$81,000	$270,200	*$385,600*	*$368,900*	*$425,400*

COMPOSITE EXHIBIT "B"
Water – Schedule(s) 1-R
Effective: March 1, 2026

For all customers within the Town Limits, the following base charges and usage charges/rates during any one billing cycle are hereby established effective March 1, 2026:

Meter Size	Base Charge for any one Billing Cycle
¾ inch	$25.15
1 inch	$62.87
1 ½ inch	$125.75
2 inch	$201.20
3 inch	$377.25
4 inch	$628.75
6 inch	$1,257.50
8 inch	$2,012.00

USAGE RATES (Inside Town):

The following usage charge schedule is hereby established effective March 1, 2026, for customers within the municipal limits of the Town based on the amount of water used during any one billing cycle:

Block 1 (0—10,000):

(1) $1.42 for each 1,000 gallons or portion thereof for the first 10,000 gallons used during any one billing cycle;

Block 2 (10,001—20,000):

(2) $2.83 for each 1,000 gallons or portion thereof for the next 10,000 gallons, in excess of 10,000 gallons used during any one billing cycle up to and including 20,000;

Block 3 (20,001—40,000):

(3) $4.25 for each 1,000 gallons or portion thereof for the next 20,000 gallons, in excess of 20,000 gallons used during any one billing cycle up to and including 40,000;

Block 4 (above 40,000):

(4) $5.00 for each 1,000 gallons or portion thereof over 40,000 gallons used in any one billing cycle.

COMPOSITE EXHIBIT "B"
Water – Schedule(s) 1-R
Effective: March 1, 2026

For all customers outside the Town limits the following base charges and usage charges/rates during any one billing cycle are hereby established effective March 1, 2026:

Meter Size	Base Charge for any one Billing Cycle
¾ inch	$31.43
1 inch	$78.57
1 ½ inch	$157.15
2 inch	$251.44
3 inch	$471.45
4 inch	$785.75
6 inch	$1,571.51
8 inch	$2,514.42

USAGE RATES (Outside Town):

The following usage charge schedule is hereby established effective March 1, 2026 for all customers outside the Town's municipal limits based on the amount of water used during any one billing cycle:

Block 1 (0—10,000):

(1) $1.77 for each 1,000 gallons or portion thereof for the first 10,000 gallons used during any one billing cycle;

Block 2 (10,001—20,000):

(2) $3.53 for each 1,000 gallons or portion thereof for the next 10,000 gallons, in excess of 10,000 gallons used during any one billing cycle up to and including 20,000;

Block 3 (20,001—40,000):

(3) $5.31 for each 1,000 gallons or portion thereof for the next 20,000 gallons, in excess of 20,000 gallons used during any one billing cycle up to and including 40,000;

Block 4 (above 40,000):

(4) $6.25 for each 1,000 gallons or portion thereof over 40,000 gallons used in any one billing cycle.

These outside Town Limits rates reflect a twenty-five percent (25%) surcharge allowable pursuant to Section 180.191 of the Florida Statutes.

COMPOSITE EXHIBIT "B"
Water – Schedule(s) 1-R
Effective: October 1, 2026

For all customers inside the Town limits the following base charges and usage charges/rates during any one billing cycle are hereby established effective October 1, 2026:

Meter Size	Base Charge for any one Billing Cycle
¾ inch	$30.68
1 inch	$76.70
1 ½ inch	$153.40
2 inch	$245.44
3 inch	$460.20
4 inch	$767.00
6 inch	$1,534.00
8 inch	$2,454.40

USAGE RATES (Inside Town):

The following usage charge schedule is hereby established effective October 1, 2026 for all customers within the Town's municipal limits based on the amount of water used during any one billing cycle:

Block 1 (0—10,000):

(1) $1.73 for each 1,000 gallons or portion thereof for the first 10,000 gallons used during any one billing cycle;

Block 2 (10,001—20,000):

(2) $3.45 for each 1,000 gallons or portion thereof for the next 10,000 gallons, in excess of 10,000 gallons used during any one billing cycle up to and including 20,000;

Block 3 (20,001—40,000):

(3) $5.18 for each 1,000 gallons or portion thereof for the next 20,000 gallons, in excess of 20,000 gallons used during any one billing cycle up to and including 40,000;

Block 4 (above 40,000):

(4) $6.10 for each 1,000 gallons or portion thereof over 40,000 gallons used in any one billing cycle.

COMPOSITE EXHIBIT "B"
Water – Schedule(s) 1-R
Effective: October 1, 2026

For all customers outside the Town limits the following base charges and usage charges/rates during any one billing cycle are hereby established effective October 1, 2026:

Meter Size	Base Charge for any one Billing Cycle
¾ inch	$38.34
1 inch	$95.85
1 ½ inch	$191.70
2 inch	$306.72
3 inch	$575.10
4 inch	$958.50
6 inch	$1,917.01
8 inch	$3,067.21

USAGE RATES (Outside Town):

The following usage charge schedule is hereby established effective October 1, 2026 for all customers outside the Town's municipal limits based on the amount of water used during any one billing cycle:

Block 1 (0—10,000):

(1) $2.15 for each 1,000 gallons or portion thereof for the first 10,000 gallons used during any one billing cycle;

Block 2 (10,001—20,000):

(2) $4.30 for each 1,000 gallons or portion thereof for the next 10,000 gallons, in excess of 10,000 gallons used during any one billing cycle up to and including 20,000;

Block 3 (20,001—40,000):

(3) $6.47 for each 1,000 gallons or portion thereof for the next 20,000 gallons, in excess of 20,000 gallons used during any one billing cycle up to and including 40,000;

Block 4 (above 40,000):

(4) $7.62 for each 1,000 gallons or portion thereof over 40,000 gallons used in any one billing cycle.

These outside Town Limits rates reflect a twenty-five percent (25%) surcharge allowable pursuant to Section 180.191 of the Florida Statutes.

COMPOSITE EXHIBIT "C"
Sewer – Schedule(s) 1-R
Effective: March 1, 2026

For all customers inside the Town limits the following base charges and usage charges/rates during any one billing cycle are hereby established effective March 1, 2026:

WASTEWATER	**Meter Size**	**Base Charge for any one Billing Cycle**
	¾ inch	**$57.60**
	1 inch	**$144.00**
	1 ½ inch	**$287.00**
	2 inch	**$460.80**
	3 inch	**$864.00**
	4 inch	**$1,440.00**
	6 inch	**$2,880.00**
	8 inch	**$4,608.00**
		Usage Charge/Rate for any one Billing Cycle
Single Family Residential:		
0 – 4,000 gallons		**$0.00**
4,001 – 10,000 gallons		**$3.00**
Above 10,000 gallons		**$0.00**
Master Metered Residential and Non-Residential:		
All usage per 1,000 gallons		**$3.00**

In addition to the above rates and charges, the Town also charges a Wholesale Wastewater Service Rate in the amount of $13.61 per thousand gallons of wastewater, as measured by a master wastewater meter, for any customer purchasing wastewater service from the Town on a wholesale basis through a master wastewater meter.

COMPOSITE EXHIBIT "C"
Sewer – Schedule(s) 1-R
Effective: March 1, 2026

For all customers outside the Town limits the following base charges and usage charges/rates during any one billing cycle are hereby established effective March 1, 2026:

WASTEWATER	**Meter Size**	**Base Charge for any one Billing Cycle**
	¾ inch	**$72.00**
	1 inch	**$180.00**
	1 ½ inch	**$360.00**
	2 inch	**$576.00**
	3 inch	**$1,080.00**
	4 inch	**$1,800.00**
	6 inch	**$3,600.00**
	8 inch	**$5,760.00**
		Usage Charge/Rate for any one Billing Cycle
Single Family Residential:		
0 – 4,000 gallons		**$0.00**
4,001 – 10,000 gallons		**$3.74**
Above 10,000 gallons		**$0.00**
Master Metered Residential and Non-Residential:		
All usage per 1,000 gallons		**$3.74**

These outside Town limits rates reflect a twenty-five percent (25%) surcharge allowable pursuant to Section 180.191 of the Florida Statutes.

In addition to the above rates and charges, the Town also charges a Wholesale Wastewater Service Rate in the amount of $13.61 per thousand gallons of wastewater, as measured by a master wastewater meter for any customer purchasing wastewater service from the Town on a wholesale basis through a master wastewater meter.

COMPOSITE EXHIBIT "C"
Sewer – Schedule(s) 1-R
Effective: October 1, 2026

For all customers inside the Town limits the following base charges and usage charges/rates during any one billing cycle are hereby established effective October 1, 2026:

WASTEWATER	**Meter Size**	**Base Charge for any one Billing Cycle**
	¾ inch	**$59.90**
	1 inch	**$149.75**
	1 ½ inch	**$299.50**
	2 inch	**$479.20**
	3 inch	**$898.50**
	4 inch	**$1,497.50**
	6 inch	**$2,995.00**
	8 inch	**$4,792.00**
		Usage Charge/Rate for any one Billing Cycle
Single Family Residential:		
0 – 4,000 gallons		**$0.00**
4,001 – 10,000 gallons		**$3.12**
Above 10,000 gallons		**$0.00**
Master Metered Residential and Non-Residential:		
All usage per 1,000 gallons		**$3.12**

In addition to the above rates and charges, the Town also charges a Wholesale Wastewater Service Rate in the amount of $13.61 per thousand gallons of wastewater, as measured by a master wastewater meter for any customer purchasing wastewater service from the Town on a wholesale basis through a master wastewater meter.

COMPOSITE EXHIBIT "C"
Sewer – Schedule(s) 1-R
Effective: October 1, 2026

For all customers outside the Town limits the following base charges and usage charges/rates during any one billing cycle are hereby established effective October 1, 2026:

WASTEWATER	**Meter Size**	**Base Charge for any one Billing Cycle**
	¾ inch	**$74.88**
	1 inch	**$87.20**
	1 ½ inch	**$374.40**
	2 inch	**$599.04**
	3 inch	**$1,123.20**
	4 inch	**$1,872.00**
	6 inch	**$3,744.00**
	8 inch	**$5,990.40**
		Usage Charge/Rate for any one Billing Cycle
Single Family Residential:		
0 – 4,000 gallons		**$0.00**
4,001 – 10,000 gallons		**$3.88**
Above 10,000 gallons		**$0.00**
Master Metered Residential and Non-Residential:		
All usage per 1,000 gallons		**$3.88**

These outside Town limits rates reflect a twenty-five percent (25%) surcharge allowable pursuant to Section 180.191 of the Florida Statutes.

In addition to the above rates and charges, the Town also charges a Wholesale Wastewater Service Rate in the amount of $13.61 per thousand gallons of wastewater, as measured by a master wastewater meter for any customer purchasing wastewater service from the Town on a wholesale basis through a master wastewater meter.

RAFTELIS

341 N. Maitland Ave., Suite 300 Maitland, FL 32751
407 960 1806 www.raftelis.com

December 1, 2025

Kenneth Cassel
Town Manager
Town of Dundee
202 E. Main Street
Dundee, Florida 33838

Subject: Task Order 5: Utility Rate Study

Dear Mr. Cassel:

Raftelis Financial Consultants, Inc. (Raftelis) was retained by the Town of Dundee (Town) to complete a review of the water and wastewater rates, through a rate study, in September 2023 (Project Agreement). The intent of the study was to identify future rate levels for the water and wastewater enterprise funds to be financial sufficient in light of growing capital needs and the significant payments due to the Polk Regional Water Cooperative (PRWC) beginning in FY 2028. A typical rate study will last between three to twelve months, depending on the circumstances including data availability and political influences when it comes to adoption of rates. This study has extended beyond two years due to a variety of factors, which have lead to increased costs from having to update the analysis several times to accommodate new financial information such as budgets, historical actuals, capital plans, customer growth estimates, and others. Due to the need for additional analysis required for this engagement, we respectfully request an adjustment to the project budget as set forth herein.

The original project budget dating back to September 2023 was for $40,000. Based on the time spent over the past two years, Raftelis has currently approximately $52,000. The Town currently has a final draft copy of the rate study and has been given preliminary water and sewer connection fee amounts. To finish the project, including finalization of the rate study report, the connection fee report, and to attend one public presentation with the Town Commission, we are requesting a budget adjustment for the project from $40,000 to $55,000. We really appreciate the ongoing relationship with the Town to provide financial and rate study services and have tried to keep the additional efforts to a minimum over the course of the study.

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

Original Budget – Task Order 5	$40,000
Additional Services	$15,000
Revised Budget	$55,000

The additional services amount is based on $12,000 that has already been expended above the Original Budget, and the allowance for an additional $3,000 to support preparation for and attendance at a Commission meeting for presentation of the findings and conclusions.

We appreciate your consideration of the approval of this budget adjustment. If this is acceptable to the Town, please indicate with the authorized signature at the bottom of this letter along with an updated

purchase order. We very much appreciate being able to serve the Town on this important engagement. Please do not hesitate to contact me with any questions at 407-960-1806 or jwilliams@raftelis.com.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.

Joe Williams
Senior Manager

Approved by,

Town of Dundee, Florida

Signature

Title

12/8/2025
Date

Town of Dundee, Florida
Business Impact Estimate
§166.041(4), Fla. Stat. (2024)

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.

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).

This *Town of Dundee Business Impact Estimate* ("BIE") is provided in accordance with Section 166.041(4), Florida Statutes (2024); and Section 166.041(a) of the Florida Statutes states, in pertinent part, as follows:

> Before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a *business impact estimate* in accordance with this subsection. The *business impact estimate* **must be** posted on the municipality's website *no later than the date the notice of proposed enactment is published pursuant to paragraph (3)(a)*[1] and must include all of the following:

1. A summary of the Ordinance, including a statement of the *public purpose* to be served by the Ordinance, such as serving the public health, safety, morals, and welfare of the *Town of Dundee, Florida.*

   The proposed ordinance amends existing provisions of the Town Code to adopt revised water and sewer utility rates for customers located both within the Town limits and outside the Town limits but within the Town's designated utility service area. The ordinance also establishes a standardized method for calculating and rounding percentage-based rate adjustments.

   The purpose of the ordinance is to ensure the financial sustainability of the Town's water and wastewater utility systems, maintain regulatory compliance, fund ongoing maintenance and infrastructure improvements, and provide reliable service to customers.

   The Town Commission finds that while the ordinance may have a modest financial impact on businesses through utility rate adjustments, the changes are necessary to protect public health, ensure system reliability,

2. An *estimate of the direct economic impact* of the Ordinance on *private, for-profit businesses in the Town of Dundee, Florida,* including the following, if any:

[1] Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to *§166.041(3)(c), Fla. Stat. (2024)*.

The ordinance may result in an increase in water and sewer service charges for private, for-profit businesses that receive utility services from the Town. The extent of the impact will vary depending on each business's level of water consumption and wastewater discharge.

The Town estimates that the direct economic impact to most small businesses will be modest and proportionate to usage.

a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;

The ordinance will affect all commercial utility customers within the Town's water and sewer service area.

Small Businesses (Low Water Use)
Examples: small offices, boutiques, salons
Typical monthly usage: 3,000–5,000 gallons
Estimated monthly increase:
$8 – $20 per month
Estimated annual increase:
$96 – $240 per year

Medium Businesses (Moderate Water Use)
Examples: restaurants, medical offices, small industrial users
Typical monthly usage: 10,000–20,000 gallons
Estimated monthly increase:
$30 – $75 per month
Estimated annual increase:
$360 – $900 per year

High-Volume Commercial Users
Examples: laundromats, food service production, large facilities
Typical monthly usage: 30,000+ gallons
Estimated monthly increase:
$90 – $200+ per month
Estimated annual increase:
$1,080 – $2,400+ per year

b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and

Ordinance does not:

- Create a new fee
- Add a new surcharge
- Establish a new assessment
- Add a new billing category
- Impose a new regulatory cost on businesses

The only financial impact comes from changes to the rates already being charged for water and sewer service.

c. An *estimate of the municipality's regulatory costs*, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The ordinance does not impose any new regulatory requirements, permitting obligations, or reporting requirements on businesses. The only impact is related to utility service rates, which are a standard and customary cost of operating within a municipal service area.

3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.

The number of businesses impacted equals the number of active commercial water and/or sewer utility accounts in the Town's service area.

4. Any additional information the *Town Commission of the Town of Dundee* determines may be useful.

If one (1) or more boxes are checked below, this means the *Town of Dundee* is of the view that a *business impact estimate* is not required pursuant to applicable Florida law; however, the *Town of Dundee* is, nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *Town of Dundee Ordinance No. 26-01*(hereafter the "Ordinance").

This BIE may be revised following its initial posting.

X The Ordinance is required for compliance with Federal or State law or regulation;

☐ The Ordinance relates to the issuance or refinancing of debt;

☐ The Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

X The Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the *Town of Dundee, Florida*;

☐ The Ordinance is an emergency ordinance;

☐ The Ordinance relates to procurement; or

The Ordinance is enacted to implement the following:

a. *Development orders* and *development permits*, as those terms are defined in *§163.3164, Florida Statutes (2024)*, and *development agreements*, as authorized by the Florida Local Government Development Agreement Act under *§§ 163.3220 – 163.3243, Florida Statutes (2024)*;

b. Comprehensive plan amendments and land development regulation amendments *initiated by an application by a private party other than the municipality*;

b. *§§ 190.005 and 190.046, Florida Statutes (2024)*;

c. *§553.73, Florida Statutes (2024)*, relating to the Florida Building Code; or

d. *§633.202, Florida Statutes (2024)*, relating to the Florida Fire Prevention Code.

Notwithstanding the identified and noted exemption(s) above, if applicable, pursuant to the provisions of *§166.041(4), Florida Statutes (2024)*, and applicable Florida law, the *Town of Dundee* hereby publishes the following information:

1. **Summary of the Ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):**

   The proposed ordinance amends existing provisions of the Town Code to adopt revised water and sewer utility rates for customers located both within the Town limits and outside the Town limits but within the Town's designated utility service area. The ordinance also establishes a standardized method for calculating and rounding percentage-based rate adjustments.

   The purpose of the ordinance is to ensure the financial sustainability of the Town's water and wastewater utility systems, maintain regulatory compliance, fund ongoing maintenance and infrastructure improvements, and provide reliable service to customers.

2. **An estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the *Town of Dundee, Florida*, if any:**

The revised rates are designed to:

- Support long-term infrastructure maintenance and replacement
- Maintain compliance with state and federal environmental regulations
- Ensure continued provision of safe drinking water and effective wastewater treatment
- Avoid more significant rate increases in the future by implementing measured, predictable adjustments

3. **Good faith estimate of the number of businesses likely to be impacted by the proposed *Town of Dundee Ordinance No. 26-01*:**

   The Town recognizes that utility rate adjustments may have a proportionally greater impact on small businesses with limited operating margins. However, the rate adjustments are necessary to maintain essential water and wastewater infrastructure and ensure continued, reliable service. The Town has structured the rate changes to be reasonable, proportionate, and consistent with industry standards for municipal utilities.

4. **Additional information the *Town Commission of the Town of Dundee* deems useful (if any):**

The Town Commission finds that while the ordinance may have a modest financial impact on businesses through utility rate adjustments, the changes are necessary to protect public health, ensure system reliability, and maintain the financial integrity of the Town's utility operations. The ordinance does not create new regulatory burdens and applies uniformly to all customers.

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	February 10, 2026	**Submitted By:** Ken Cassel, Town Manager			
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, ORDINANCE 26-03 TOWN ATTORNEY VOTING REQUIREMENT				
STAFF RECOMMENDATION: **(**MOTION READY)	A motion to approve Ordinance 26-03 Town Attorney Voting Requirement				
SUMMARY *and/or* JUSTIFICATION:	The Town Commission has expressed a desire to formalize the voting requirement for appointing or removing the Town Attorney to promote stability, continuity, and broad consensus in the Town's legal representation. Currently, the Town Charter provides that the Town Attorney is appointed by the Commission; however, the Charter does not specify a supermajority voting threshold. This Ordinance amends the Town of Dundee Code of Ordinances to require that the appointment and/or termination of the Town Attorney be approved by a minimum affirmative vote of four (4) Commissioners. This action is intended to ensure that decisions regarding the Town's chief legal advisor reflect strong governing body support and are made with deliberate consideration.				
SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**		
	STAFF REPORT:		**PROCLAMATION:**		
	EXHIBIT(S):	X	**OTHER:**		
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B*	Ordinance 26-03 Exhibit A				
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE**		X
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(If Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)*	AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO THE ESTABLISHMENT OF A FOUR COMMISSIONER SUPER MAJORITY VOTING REQUIREMENT FOR THE APPOINTMENT AND/OR TERMINATION OF THE TOWN OF DUNDEE TOWN ATTORNEY; CREATING SECTION 2-37, ARTICLE IIA, CHAPTER 2 OF THE CODE OF ORDINANCES, TOWN OF DUNDEE, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE				
FISCAL IMPACT *(if any):*	There is no fiscal impact as a result of this item				$0.00

ORDINANCE NO. 26-03

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO THE ESTABLISHMENT OF A FOUR COMMISSIONER SUPER MAJORITY VOTING REQUIREMENT FOR THE APPOINTMENT AND/OR TERMINATION OF THE TOWN OF DUNDEE TOWN ATTORNEY; CREATING SECTION 2-37, ARTICLE IIA, CHAPTER 2 OF THE CODE OF ORDINANCES, TOWN OF DUNDEE, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR 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, the Town Attorney serves as the chief legal advisor to the Town Commission and provides legal services to the Town in furtherance of public interest; and

WHEREAS, the Town Commission is the governing body of the Town of Dundee and is vested with the authority to appoint professional service providers necessary for the operation and governance of the Town, including the Town Attorney; and

WHEREAS, in the interest of transparency, accountability, and consistency in governance, the Town Commission desires to clearly establish the process by which the Town Attorney is appointed and removed; and

WHEREAS, the own Commission finds it to be in the best interest of the Town that the hiring and termination of the Town Attorney require a heightened majority vote to ensure broad consensus among the elected governing body; and

WHEREAS, pursuant to *Section 2-36(b) of the Code of Ordinances of the Town of Dundee, Florida*, rules of procedure may be amended and/or new rules of procedure may be adopted by ordinance; and

WHEREAS, in the exercise of its legislative authority, the Town Commission has determined it is in the best interests of the health, safety and welfare of the citizens and residents of the Town of Dundee, Florida, and consistent and in accordance with applicable Florida law to amend the *Code of Ordinances of the Town of Dundee, Florida* (the "Code") by adopting and creating *Section 2-37, Article IIA, Chapter 2 of the Code* relating to voting requirements to appoint and remove the Town of Dundee Town Attorney; and

WHEREAS, on February 10, 2026, at a duly noticed public meeting, the Town Commission finds that the purpose of this **Ordinance No. 26-01** does not have a financial impact and therefore no business impact estimate is required to be prepared or posted prior to adoption of this **Ordinance No. 26-01**; and

WHEREAS, on March 10, 2026, at a duly noticed public hearing, the Town Commission determined that this **Ordinance No. 26-01** amending the Code promotes the public health, safety, and general welfare of the community and found that the passage and enactment of this **Ordinance No. 26-01** is consistent with the *Town of Dundee 2030 Comprehensive Plan*; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Ordinance No. 26-01** 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 this **Ordinance No. 26-01** 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, AS FOLLOWS:

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Ordinance No. 26-01**, and the Town Commission of the Town of Dundee, Florida (the "Town Commission"), hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Ordinance No. 26-01**.

Section 2. Amendment.

The *Code of Ordinances, Town of Dundee, Florida* (the "Code") is hereby amended to create *Section 2-37, Article IIA, Chapter 2 of the Code* as set forth in **Exhibit "A"** attached hereto and made a part hereof by reference (provisions deleted are shown as ~~strikethrough~~ and provisions added are shown as underlined).

Section 3. Conflicts.

All ordinances in conflict herewith are hereby repealed but only to the extent necessary to give this **Ordinance No. 26-01** 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 *Code of Ordinances, Town of Dundee, Florida* unless such repeal is explicitly set forth herein.

Section 4. Severability.

The provisions of this **Ordinance No. 26-01** are severable. If any section, subsection, sentence, clause, phrase of this **Ordinance No. 26-01**, 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 No. 26-01**, 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 No. 26-01** 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 No. 26-01** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Ordinance No. 26-01** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Ordinance No. 26-01**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Ordinance No. 26-01**, 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 5. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Ordinance No. 25-08** 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 sections of this **Ordinance No. 25-08** 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 6. Codification.

It is the intent of the Town Commission that the provisions of **Section 2** to this **Ordinance No. 26-01** shall be codified as and become and be made a part of the *Code of Ordinances of the Town of Dundee, Florida*. The implementing sections of this **Ordinance No. 26-01**, Sections 1, 3, 4, 5, and 6, shall not be codified.

Section 7. Business Impact Estimate.

In this instance, this **Ordinance No. 26-01** will not have a direct economic impact on businesses located in the Town of Dundee, Florida, and therefore a *business impact estimate* is not required for compliance with general law of the State of Florida.

Section 8. Effective Date.

This **Ordinance No. 26-01** shall become effective immediately upon its passage and adoption after Second and Final Reading.

INTRODUCED AND PASSED on first reading with a quorum present and voting at the meeting of the Town of Dundee Town Commission duly assembled held this 10th day of February, 2026.

PASSED AND FINALLY ADOPTED on second reading and adoption public hearing with a quorum present and voting at the meeting of the Town of Dundee Town Commission duly assembled on this 10th day of March, 2026.

TOWN OF DUNDEE
TOWN COMMISSION

_____
Sam Penant, Mayor

ATTEST:

_____
Erica Anderson, Town Clerk

Approved as to form:

_____
Frederick J. Murphy, Jr., Town Attorney

TOWN OF DUNDEE

EXHIBIT "A"
ORDINANCE 26-03

Provisions being deleted are shown as ~~strikethrough~~ and
provisions being added are shown as <u>underlined</u>

CHAPTER 2 – ADMINISTRATION

ARTICLE IIA. – RULES OF PROCEDURE FOR THE TOWN COMMISSION AND ALL BOARDS, COMMITTEES, AND COMMISSIONSESTABLISHED BY TOWN ORDINANCE OR TOWN CHARTER

<u>Sec. 2-37. –</u> <u>Appointment and/or termination of Town Attorney.</u>

<u>The appointment and/or termination of the Town of Dundee Town Attorney shall require an affirmative vote of four (4) out of the five (5) members of the Town Commission at a duly noticed public hearing.</u>

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	February 10, 2026	**Submitted By:** Lorraine Peterson, Assistant Town Manager & Development Services Director
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, RESOLUTION 26-03 VALENCIA RIDGE CSP	
STAFF RECOMMENDATION: **(**MOTION READY)	A motion to approve Resolution 26-03 Valencia Ridge CSP	
SUMMARY *and/or* JUSTIFICATION:	The applicant has submitted a Certified Subdivision Plan (CSP) for the proposed Valencia Ridge Reserve Subdivision. The Development Services Department has reviewed the plan for compliance with the Town's Land Development Regulations, Comprehensive Plan, engineering standards, and applicable state and local requirements. The proposed development includes infrastructure improvements, utilities, roadway design, drainage, and other subdivision components necessary to support residential development. Staff review has identified several conditions that must be met to ensure compliance with Town standards and to protect public health, safety, and welfare.	

SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**		
	STAFF REPORT:		**PROCLAMATION:**		
	EXHIBIT(S):	X	**OTHER:**		
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B*	Resolution 26-03 Exhibit A Exhibit B Exhibit C Exhibit – Conditions Site Plan and Application				
SELECT, *if applicable*	**RESOLUTION: 26-03**	X	**ORD**		**FISCAL IMPACT** *(if any)*
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(If Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)*	A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE VALENCIA RIDGE RESERVE SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.				
FISCAL IMPACT *(if any):*	Approval of the CSP does not create a direct fiscal obligation for the Town beyond standard staff review.				$0.00

Town of Dundee
Resolution 26-03
Valencia Ridge Reserve
Conditional Certified Subdivision Plan

Space for Recording

RESOLUTION NO. 26-03

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE VALENCIA RIDGE RESERVE SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; 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, the proposed *Valencia Ridge Reserve Subdivision* (the "Subdivision") is to occur on approximately **160.07 +/- acres** which are located within the corporate limits of the Town of Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272835-000000031020; 272835-000000-032010; 272835-000000-032020; 272835-000000-034020; 272835-000000-

032040; 272835-000000-041010; 272835-000000-013000; 272835-000000-014010 and 272835-000000-014020 (hereafter collectively referred to as the "Property"); and

WHEREAS, **WELSH ROAD LAND INVESTMENTS, LLC**, an active Florida limited liability company, **LAKE TRASK GROVES, LLC**, an active Florida limited liability company, and **THOMAS A. THAYER, JR.**, individually (hereafter collectively referred to as the "Applicant" and/or "Owner"), are the fee simple owner(s) of the Property; and

WHEREAS, the Applicant was conveyed fee simple title to the Property by virtue of that certain Special Warranty Deed dated December 29, 2009, and recorded in Official Records Book 8048, Page(s) 655-656, public records of Polk County, Florida; Warranty Deed dated December 16, 2009, and recorded in Official Records Book 8039, Page(s) 1407-1408, public records of Polk County, Florida; Quit Claim Deed dated February 2, 2011, and recorded in Official Records Book 8318, Page(s) 1092-1093, public records of Polk County, Florida; Special Warranty Deed dated August 24, 2022, and recorded in Official Records Book 12394, Page(s) 208-209, public records of Polk County, Florida; and Special Warranty Deed dated September 25, 2024, and recorded in Official Records Book 13281, Page(s) 1019-1020, public records of Polk County, Florida (hereafter collectively referred to as the "Deeds"); and

WHEREAS, copies of the Deeds, entity details, and Polk County Property Appraiser Aerial Depiction of the Property are attached hereto as **Composite Exhibit "B"** and made a part hereof by reference; and

WHEREAS, on July 12, 2022, at a duly noticed public hearing, the Town Commission of the Town of Dundee (hereafter the "Town Commission") passed and approved *Town of Dundee Ordinance No. 22-17* (hereafter the "Ordinance"); and

WHEREAS, pursuant to *Section 7.09.00 of the Town of Dundee Land Development Code* (hereafter the "LDC"), the Ordinance *conditionally* approved the change in zoning designation on and/or for the Property from Moderate-Density Single-Family Residential (RSF-2) to *Planned Unit Development-Residential* (PUD-R); and

WHEREAS, pursuant to *Section 7.09.01 of the LDC*, the Ordinance included, but was not limited to, the *Master Development Plan* and certain *Special Conditions* for the Subdivision (hereafter collectively referred to as the "MDP"); and

WHEREAS, copies of the Staff Report, the Ordinance, and the MDP are attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

WHEREAS, pursuant to *Section 7.09.03 of the LDC*, approval of the Ordinance (see **Composite Exhibit "A"**) constituted a rezoning of the Property and amendment to the official zoning map; and

WHEREAS, pursuant to *Section 7.09.03 of the LDC*, any and all development of the Property and/or Subdivision shall be in strict conformance with the MDP (see **Composite Exhibit "A"**); and

WHEREAS, pursuant to *Section 7.09.03 of the LDC* and applicable Florida law, approval of the MDP does not convey the right to develop property in a manner which is inconsistent with the comprehensive plan and current codes; and

WHEREAS, on September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Ordinance No. 24-09* (the "Moratorium") establishing a moratorium on and/or for the acceptance and processing of applications for annexations, rezonings, building permits, planned developments, master planned communities, development order(s), and development permit(s); and

WHEREAS, pursuant to the terms and conditions of the Moratorium, the Subdivision was specifically and conditionally exempt from the Moratorium; and

WHEREAS, Applicant submitted a *Town of Dundee Subdivision Application* (hereafter the "Application") for the conditional approval of the *Valencia Ridge Reserve Subdivision* (hereafter the "Valencia CSP") which is located on the Property; and

WHEREAS, pursuant to the applicable Florida law which includes, but is not limited to the LDC and *Section 163.31801, Florida Statutes (2025)*, the Applicant submitted an application for a *Transportation Infrastructure Developer's Agreement* (the "Infrastructure Agreement"); and

WHEREAS, pursuant to *Section 54-9 of the Town of Dundee Code of Ordinances* and *Section 6.01.07 of the LDC*, the Infrastructure Agreement is required as a condition of approval for the Valencia CSP; and

WHEREAS, Applicant acknowledges and agrees that, if the Owner/Applicant fails to apply for a development permit within eighteen (18) months of the Effective Date of this **Resolution No. 26-03**, the transportation impacts and traffic mitigation requirements identified in the *Traffic Impact Study*, *Signal Warrant Analyses*, *Stage 1 ICE Reports*, *Addendum to Valencia Ridge TIS* and *Valencia Ridge Proportionate Cost Share Calculation* (hereafter collectively referred to as the "Traffic Study") will be updated as a condition of approval for the Valencia CSP; and

WHEREAS, copies of the Traffic Study are attached hereto as **Composite Exhibit "C"** and made a part hereof by reference; and

WHEREAS, pursuant to *Section 7.01.07 of the LDC*, the purpose of the *certified*

subdivision plan is to allow Town staff to perform a technical review of all proposed site improvements; and

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

WHEREAS, copies of the Application and proposed Valencia CSP are attached hereto as **Composite Exhibit "C"** and made a part hereof by reference; and

WHEREAS, the Valencia CSP (see **Composite Exhibit "C"**) includes 150 of 576 units proposed single-family lots, amongst other improvements and amenities; and

WHEREAS, pursuant to the technical review performed by the Town and/or Town's consultants, the Valencia CSP (see **Composite Exhibit "C"**) has not satisfied the general requirements set forth by *Section 7.01.07 of the LDC*; and

WHEREAS, the Applicant has substantially complied with all the requirements set forth in *Section 7.01.07 of the LDC* regarding the preparation the Valencia CSP (see **Composite Exhibit "C"**) for the Subdivision; and

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

WHEREAS, on the effective date of this Resolution, the Town of Dundee is able to provide allocable potable water capacity for the Subdivision; and

WHEREAS, pursuant to *Section 54-9 of the Town of Dundee Code of Ordinances* and *Section 6.01.07.03 of the LDC*, an updated *Town of Dundee Concurrency Developer's Agreement* is required as a condition of approval for the Valencia CSP; and

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

WHEREAS, the Applicant requests that the Town Commission of the Town of Dundee conditionally approve the Valencia CSP (see **Composite Exhibit "D"**) for the Subdivision subject to the terms and conditions set forth by this **Resolution No. 26-03**; and Town Commission's approval for construction of streets, drainage facilities, and/or

other subdivision improvements prior to final platting in accordance with applicable provisions of the *Town of Dundee Land Development Code* and the conditions set forth by this **Resolution No. 26-03**; and

WHEREAS, on February 10, 2026, the Town Commission, at a duly noticed public meeting, held a public hearing to consider the Valencia CSP (see **Composite Exhibit "D"**) for approval; and

WHEREAS, on February 10, 2026, the Town Commission found that approval of this **Resolution No. 26-03** and the Valencia CSP (see **Composite Exhibit "D"**) preserves, enhances and encourages the most appropriate use of land consistent with the public interest, the *Town of Dundee 2030 Comprehensive Plan* policies and objectives, and the *Town of Dundee Land Development Code*; and

WHEREAS, on February 10, 2026, the Town Commission held a duly noticed public hearing in order to approve the Valencia CSP (see **Composite Exhibit "D"**) and found that the approval of this **Resolution No. 26-03** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the *Town of Dundee 2030 Comprehensive Plan* policies, goals, and objectives; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Resolution No. 26-03** is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; and this **Resolution No. 26-03** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Resolution No. 26-03**, 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 **Resolution No. 26-03**.

Section 2. Conditional Approval.

WELSH ROAD LAND INVESTMENTS, LLC, an active Florida limited liability company, **LAKE TRASK GROVES, LLC**, an active Florida limited liability company, and **THOMAS A. THAYER, JR.**, individually (hereafter collectively referred to as the

"Applicant" and/or "Owner"), are the fee simple owner(s) of the real property which is identified by the Polk County Property Appraiser as Parcel Identification Numbers 272835-000000031020; 272835-000000-032010; 272835-000000-032020; 272835-000000-034020; 272835-000000-032040; 272835-000000-041010; 272835-000000-013000; 272835-000000-014010 and 272835-000000-014020 (hereafter collectively referred to as the "Property").

The Owner of the Property submitted that certain *Town of Dundee Subdivision Application* (hereafter the "Application") for approval of the *Certified Subdivision Plan for the Valencia Ridge Reserve Subdivision* (hereafter the "Valencia CSP"). Copies of the Application and Valencia CSP are attached hereto as **Composite Exhibit "D"** and incorporated herein by reference.

The Town Commission of the Town of Dundee (hereafter the "Town Commission") having reviewed the Valencia CSP (see **Composite Exhibit "E"**) and having been otherwise fully advised in the premises hereby conditionally approves the Valencia CSP for construction of utility systems and other required infrastructure in accordance with *Section 7.01.07 of the Town of Dundee Land Development Code* (hereafter the "LDC") and the conditions (hereafter the "Valencia CSP Conditions") which are attached hereto as **Exhibit "E"** and incorporated herein by reference.

Section 3. Authorization.

The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions in order to effectuate the intent of this **Resolution No. 26-03** which includes, but shall not be limited to, negotiating and entering into any agreement(s) with the Applicant and/or Applicant's authorized designee with regard to the Valencia CSP Conditions (see **Exhibit "E"**) which are set forth by this **Resolution No. 26-03**.

Section 4. Conflicts.

All resolutions in conflict herewith are repealed in order to give this **Resolution No. 26-03** full force and effect.

Section 5. Severability.

The provisions of this **Resolution No. 26-03** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 26-03**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would

have passed this **Resolution No. 26-03**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 26-03** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 26-03** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 26-03** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 26-03**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 26-03**, 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. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 26-03** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 26-03** 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 7. Effective Date.

This **Resolution No. 26-03** shall take effect upon passage by the Town Commission of the Town of Dundee, Florida.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in Regular Session this 10th day of February 2025.

TOWN OF DUNDEE

_____
Mayor – Sam Pennant

ATTEST:

_____
Town Clerk – Erica Anderson

Approved as to form:

_____
Town Attorney - Frederick J. Murphy, Jr.

EXHIBIT A

TOWN OF DUNDEE
ZONING AMENDMENT – FIRST READING
STAFF REPORT & PROPOSED ORDINANCE

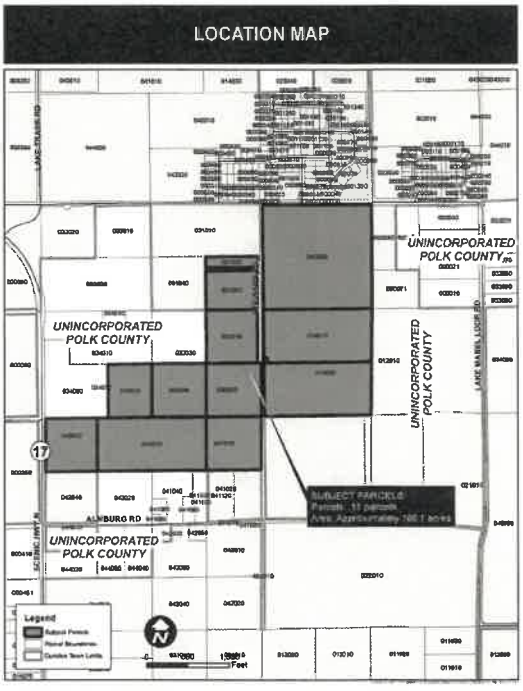
TO: Town of Dundee Town Commission

PREPARED BY: Central Florida Regional Planning Council

AGENDA DATE: May 10, 2022

REQUESTED ACTION: **ORDINANCE 22-17: FIRST READING TO SET THE PUBLIC HEARING**

A request by Thomas Thayer to amend the official zoning map designation for property from Moderate-Density Single-Family Residential (RSF-2) and lake to Planned Unit Development-Residential (PUD-R) for a project known as Valencia Ridge Reseeve 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.



BACKGROUND:

The property, which is located east of State Road 17 (Scenic Highway), south of Lake Mabel Loop Road, and north of Almburg Road, includes eleven parcels, comprising approximately 161.1 acres of land (per Polk County Property Appraiser). The land is presently in citrus.

The property related to the zoning map amendment request includes Low Density

Residential (LDR) Future Land Use. The applicant is requesting a Zoning Map amendment from 161.1 acres of Moderate-Density Single Family Residenial-2 (RSF-2) to Planned Unit Development-Residential. (PUD-R) for a project to be known as Valencia Ridge Reserve.

FIRST READING: ZONING

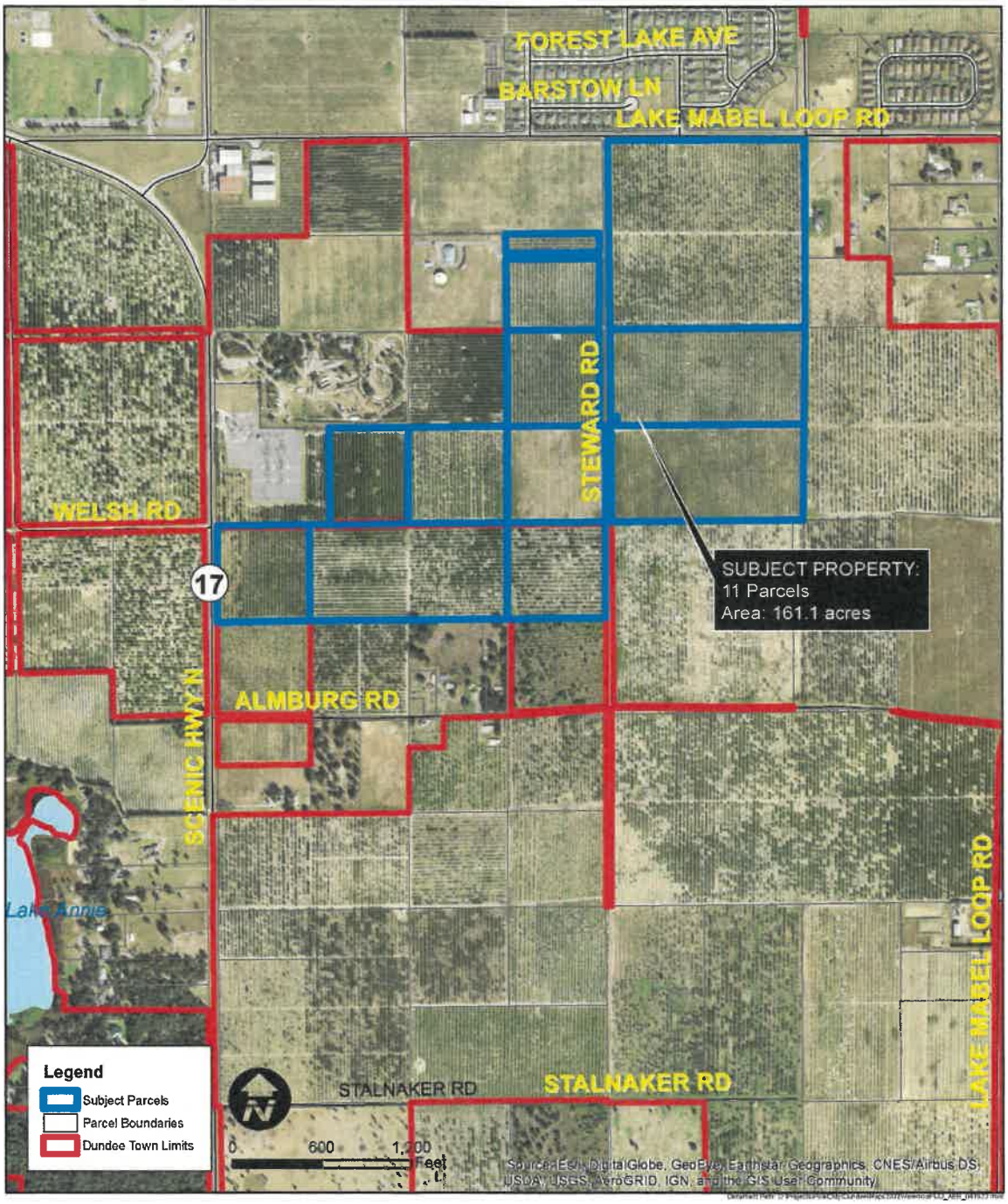
MOTION OPTIONS:

1. I move **approval of Ordinance 22-17 on first reading** to set a public hearing for second reading.

2. I move continuation of this item until a date certain.

Attachments: Aerial Map
Ordinance 22-17

TOWN OF DUNDEE
AERIAL MAP
THAYER VALENCIA PROPERTY



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, there has been a request for approval of amendment of a Master Development Plan for a Planned Unit Development (PUD) known as the Reserve at Dundee Lakes; and

WHEREAS, the request 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. Severability. 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. Repealing. 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 10th day of May, 2022.

PASSED on second reading this _____ day of _____, 2022.

TOWN OF DUNDEE, FLORIDA

_____
Mayor- Sam Pennant

ATTEST:

_____
Town Clerk – Jenn Garcia

Approved as to form:

_____
Town Attorney - Frederick J. Murphy, Jr.

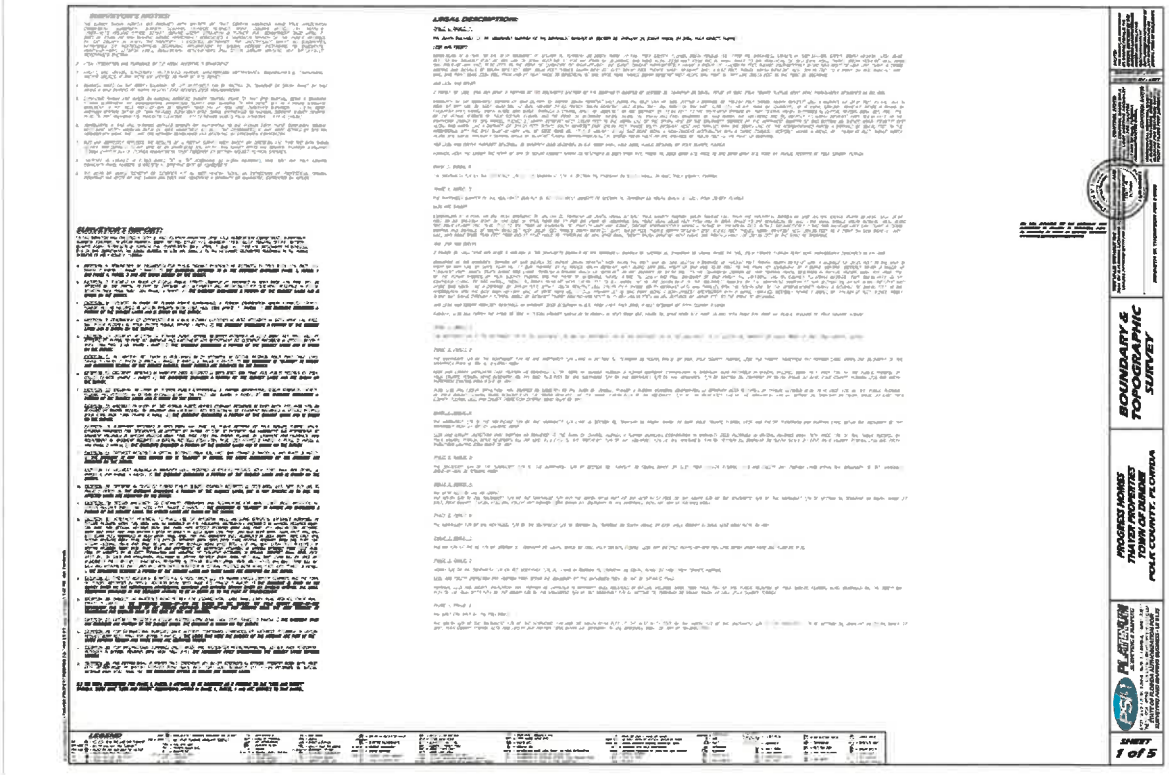
Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 1 of 6

The parcels listed below and illustrated on the map on the following five pages.

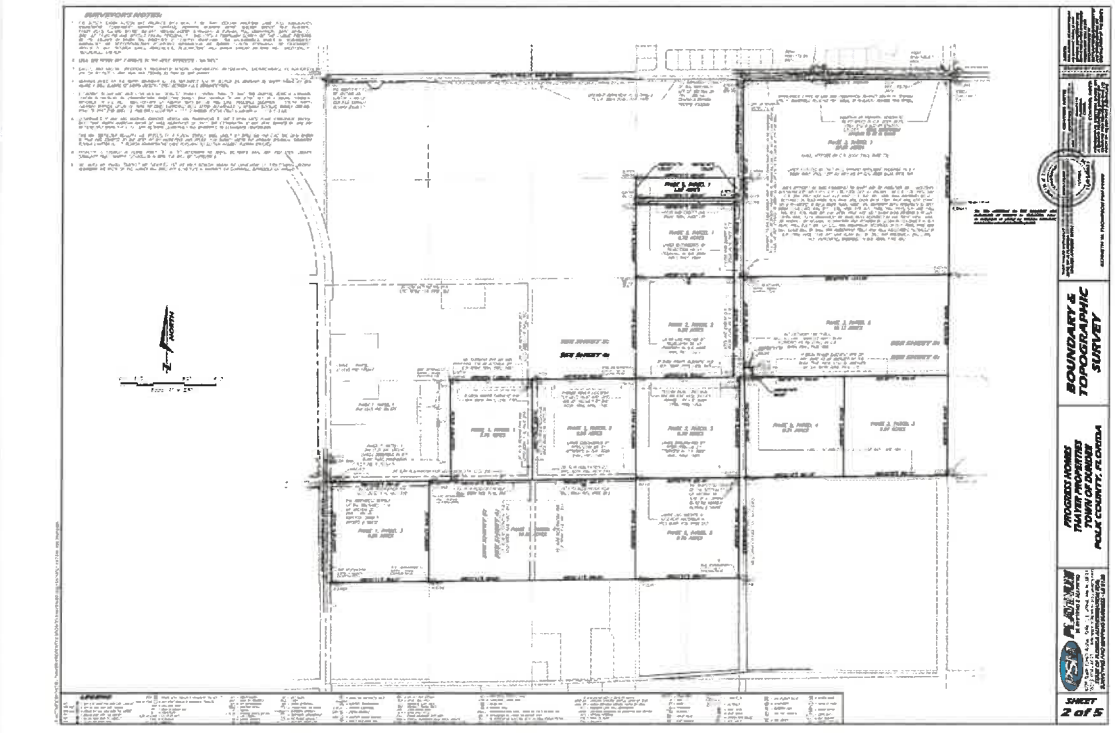
Parcels 272835-000000-034020, 272835-000000-032040, 272835-000000-043030, 272835-000000-043010, 272835-000000-031020, 272835-000000-032010, 272835-000000-032020, 272835-000000-014020, 272835-000000-041010, 272835-000000-013000, and 272835-000000-014010.

ORDINANCE NO. 22-17
Page 6

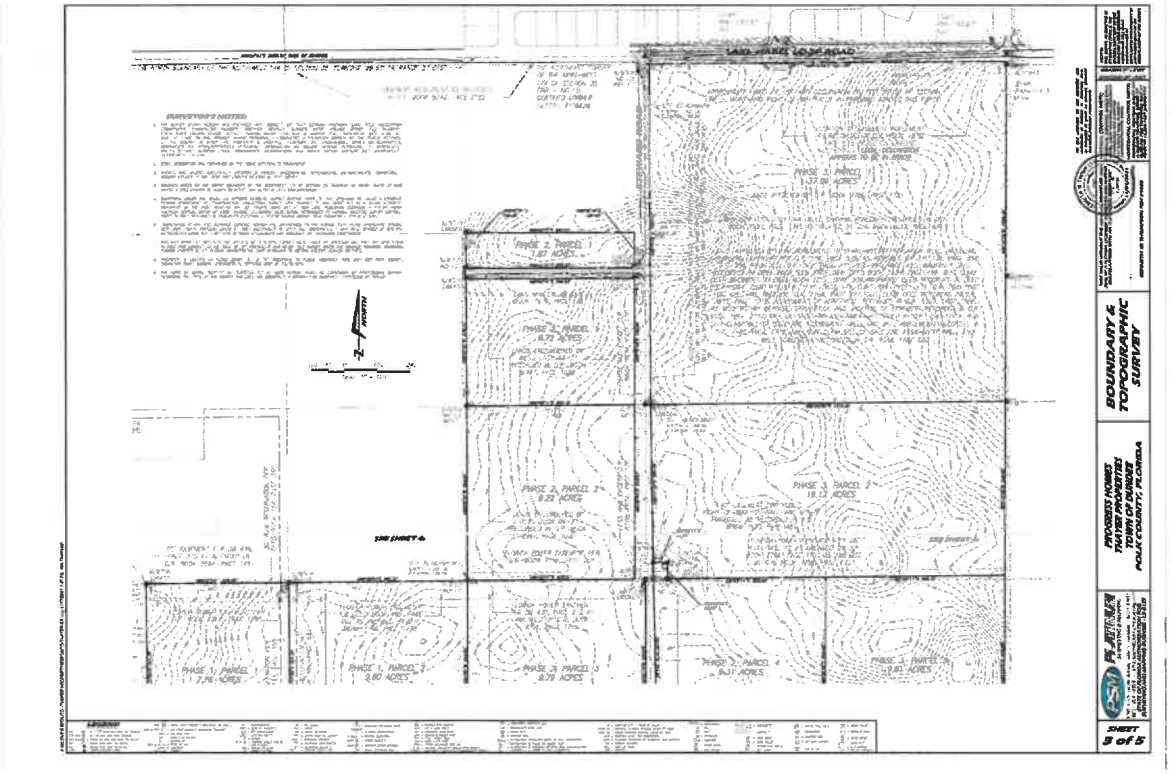
Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 2 of 6



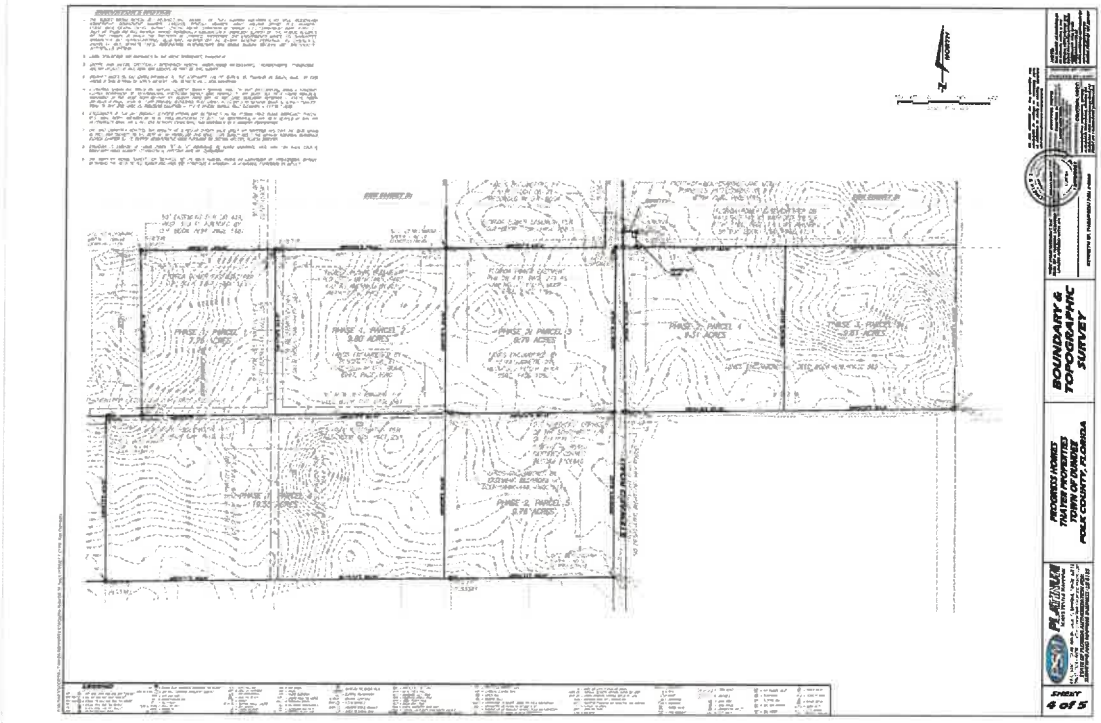
Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 3 of 6



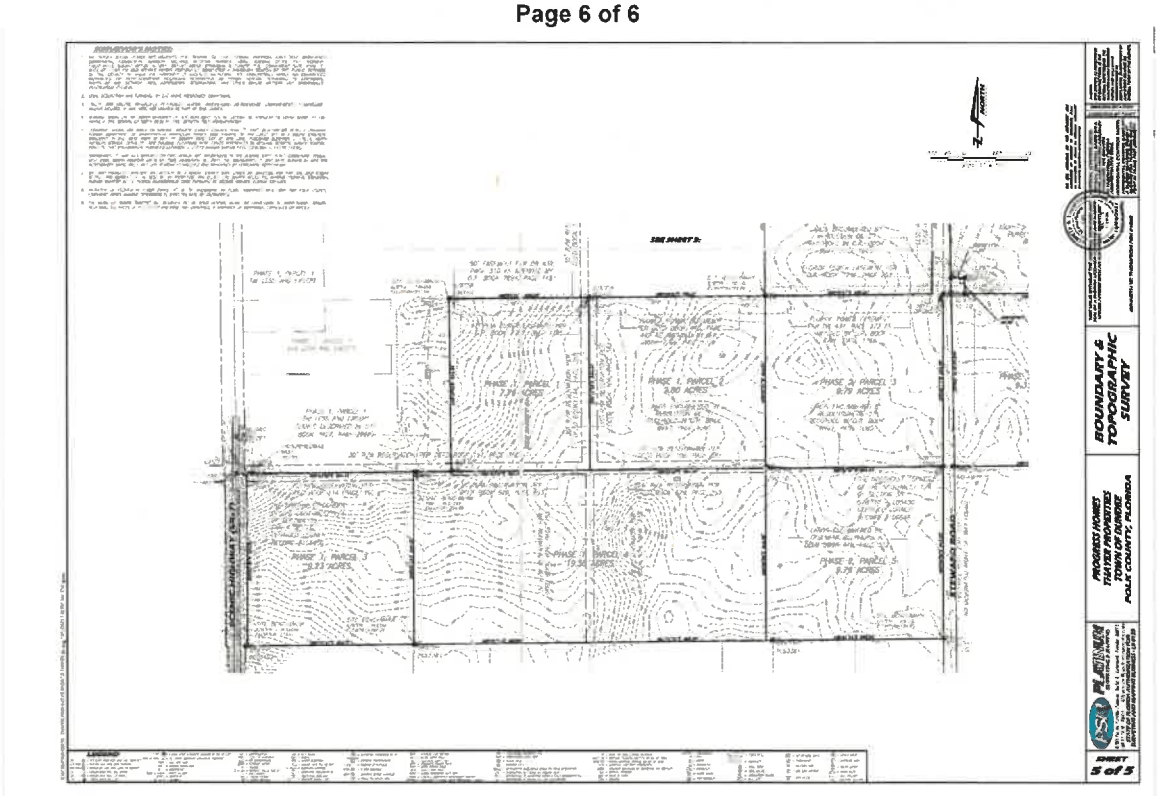
Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 4 of 6



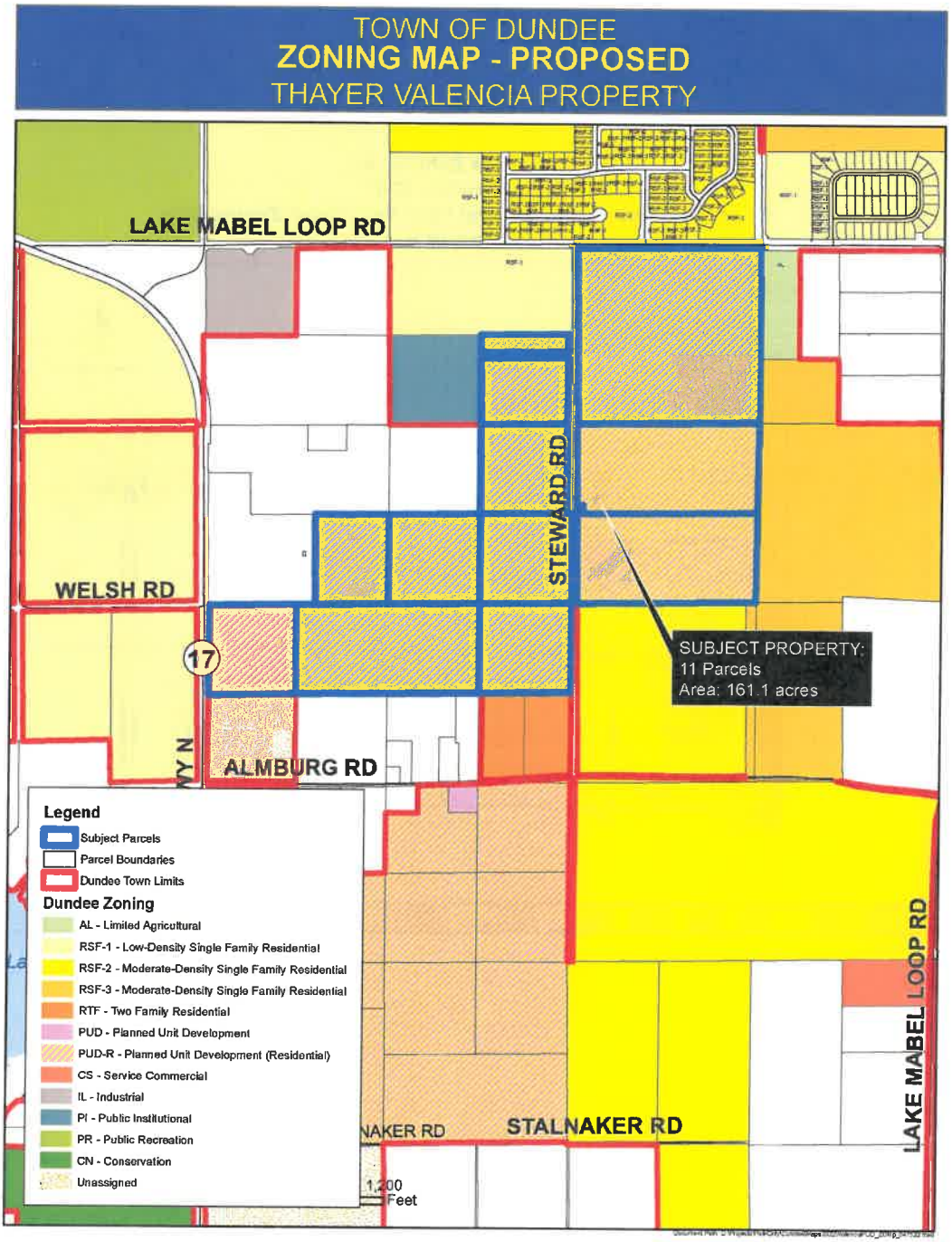
Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 5 of 6



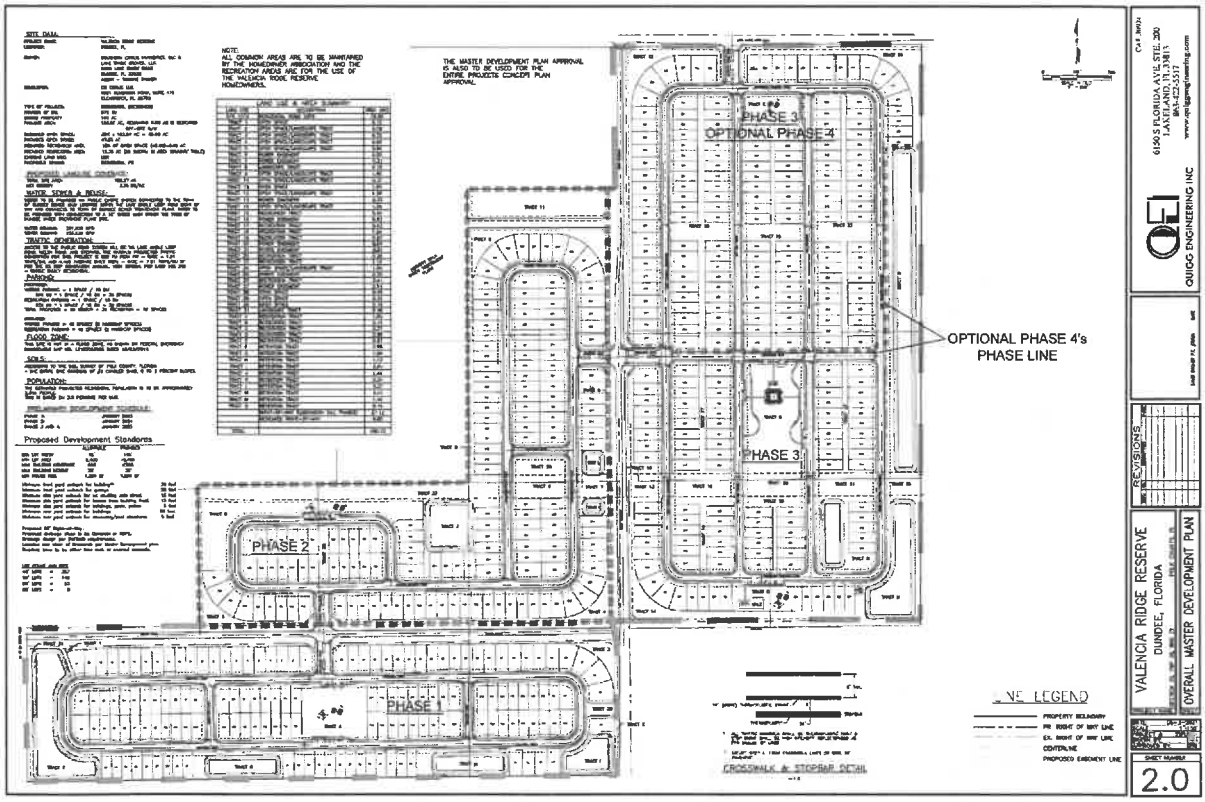
Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 6 of 6



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



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 2

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

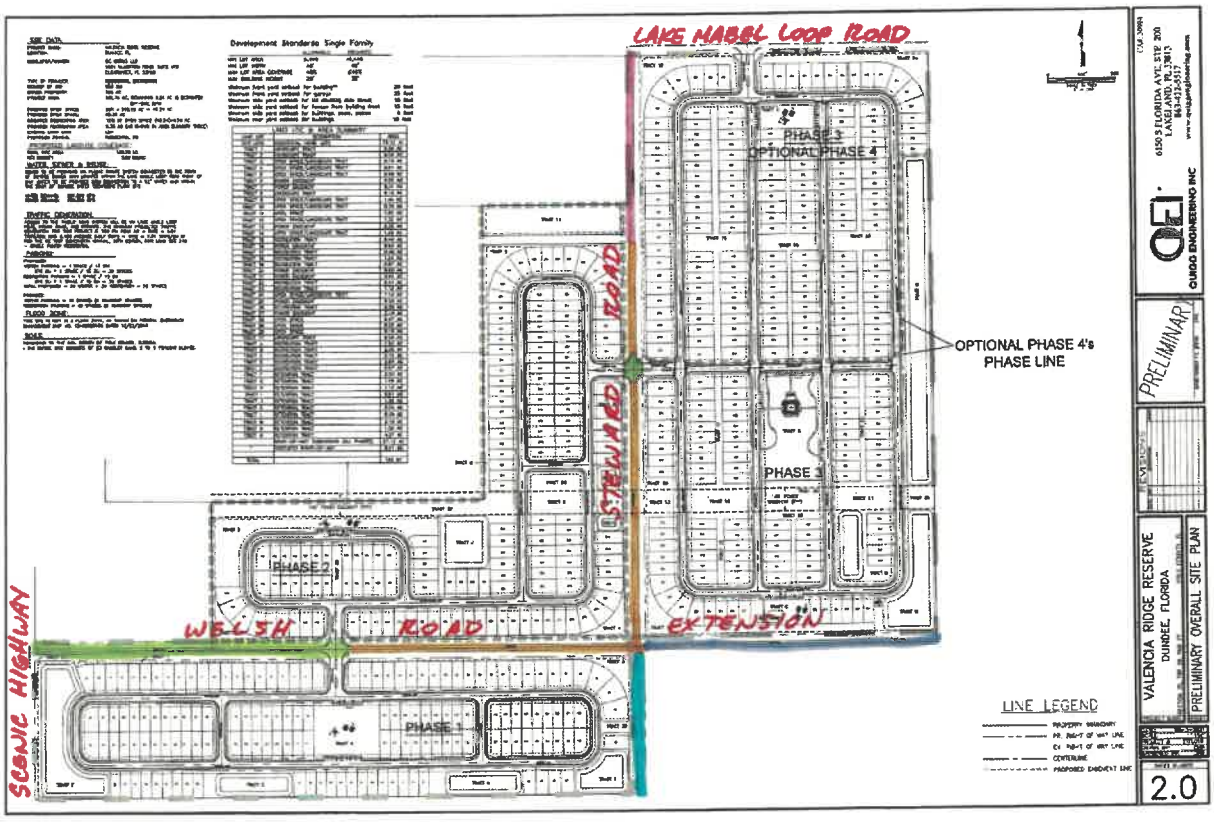
2. The Developer will complete the development in phases or neighborhoods, as generally shown on the MDP. The unit count and lot lay out of each neighborhood shall be specifically identified at site development plan for each neighborhood.

3. 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.

4. 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.

5. All internal and perimeter roads (Lake Mabel Loop Road, Steward Road, and the Welsh Road Extension) shall be shown to have adequate rights-of-way or land shall be dedicated to meet the minimum standard and all substandard roads shall be improved as part of the development of the project.

Ordinance 22-17
Exhibit "C"
Valencia Ridge Reserve PUD Development Requirements
Page 2 of 2



Ordinance 22-17
Exhibit "D"
Valencia Ridge Reserve PUD Special Conditions

1. The applicant/developer must make water and wastewater connections to the site.

2. The water capacity for all agricultural wells shall be dedicated to the Town of Dundee at time of development of each subdivision phase.

3. The Master Development Plan (as attached to the Ordinance) shall serve as the Concept Plan for the proposed subdivision.

4. At time of subdivision plan, the applicant must complete environmental studies, specifically related to sand skinks and gopher tortoises.

5. The subdivision will include a bus stop location for each neighborhood for school children.

6. The Developer shall be required to complete a transportation study, which is currently underway, and implement project related transportation improvements consistent with the requirements of Florida Statutes, the Town's Land Development Regulations.

7. 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 Town of Dundee Unified Land Development Code.

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

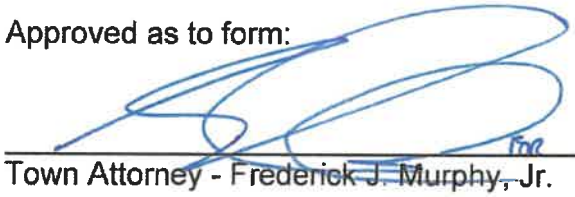
Mayor- Sam Pennant

ATTEST:

Jenn Garcia

Town Clerk – Jenn Garcia

Approved as to form:



Town Attorney - Frederick J. Murphy, Jr.

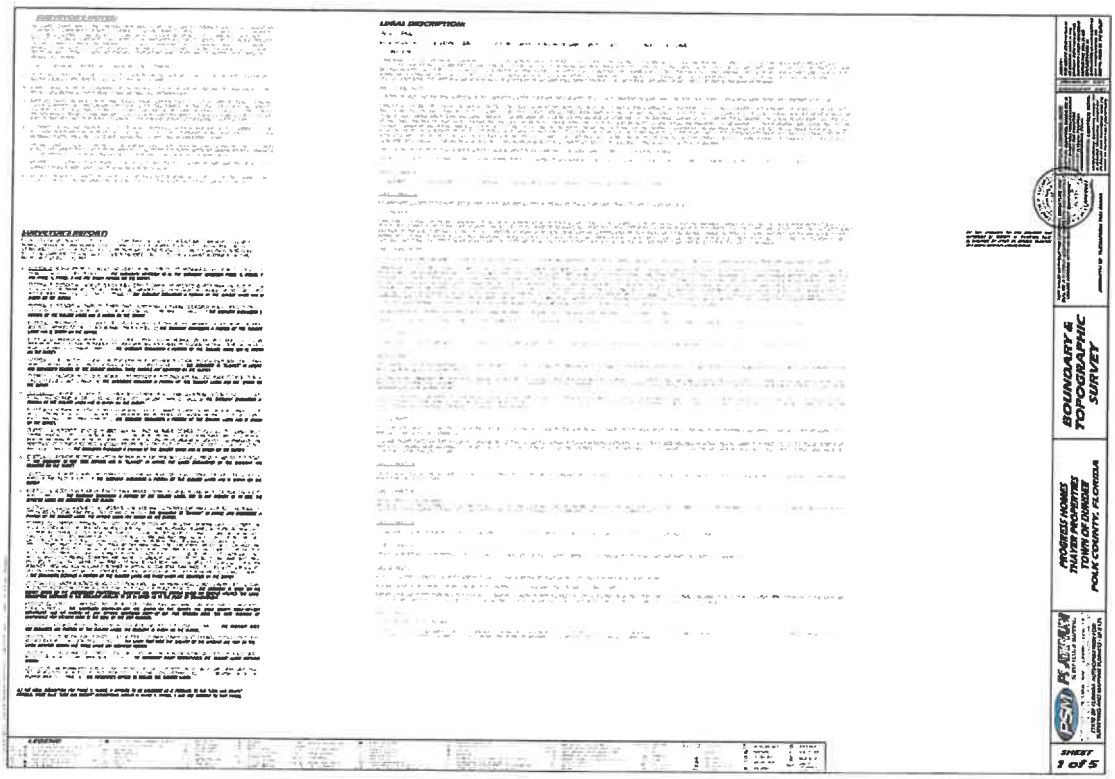
Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 1 of 6

The parcels listed below and illustrated on the map on the following five pages.

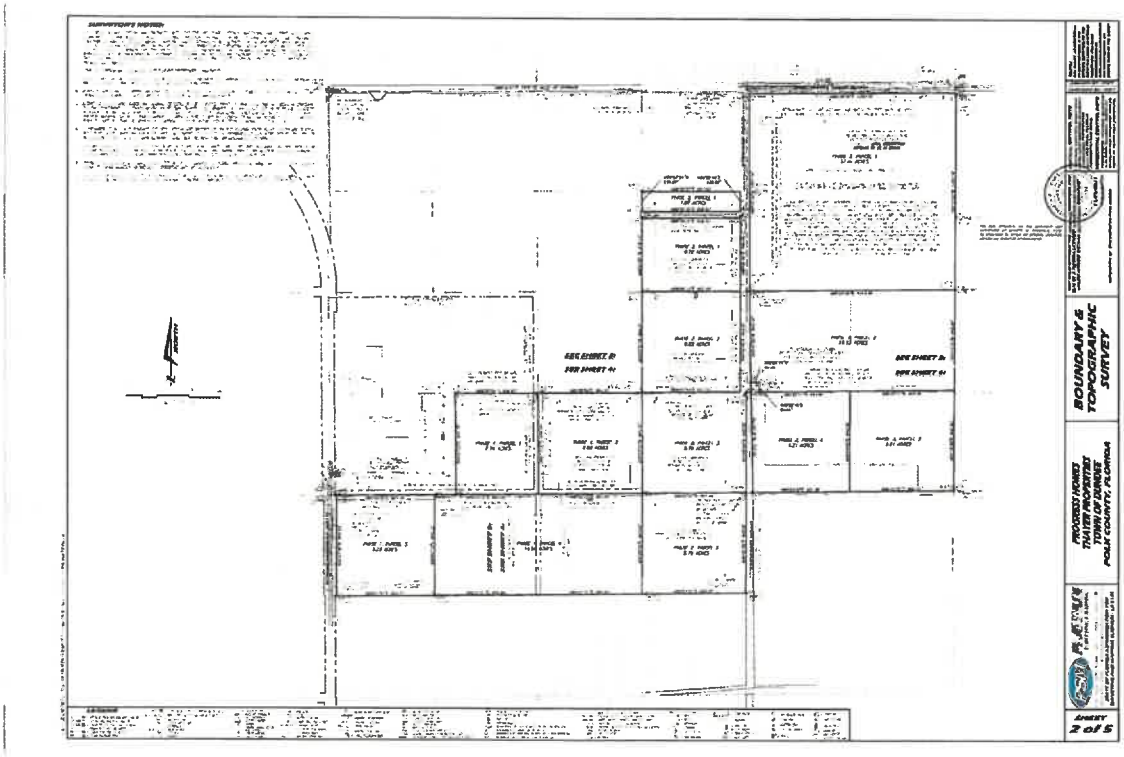
Parcels 272835-000000-034020, 272835-000000-032040, 272835-000000-043030, 272835-000000-043010, 272835-000000-031020, 272835-000000-032010, 272835-000000-032020, 272835-000000-014020, 272835-000000-041010, 272835-000000-013000, and 272835-000000-014010.

ORDINANCE NO. 22-17
Page 6

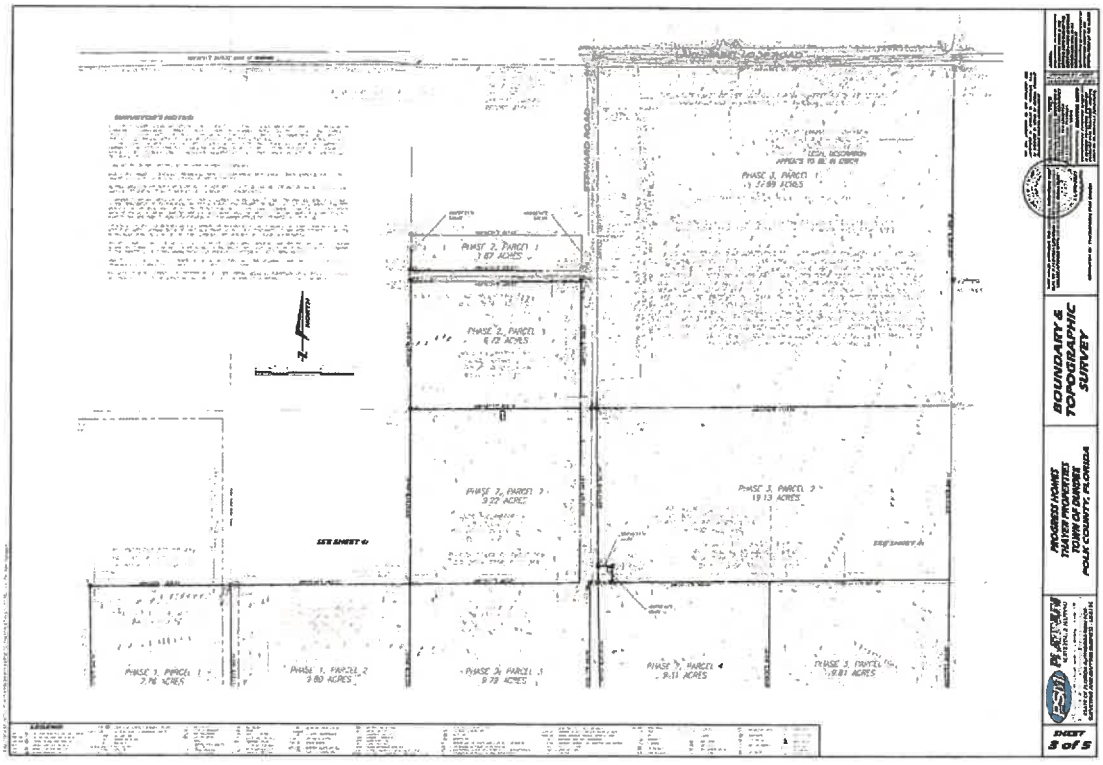
Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 2 of 6



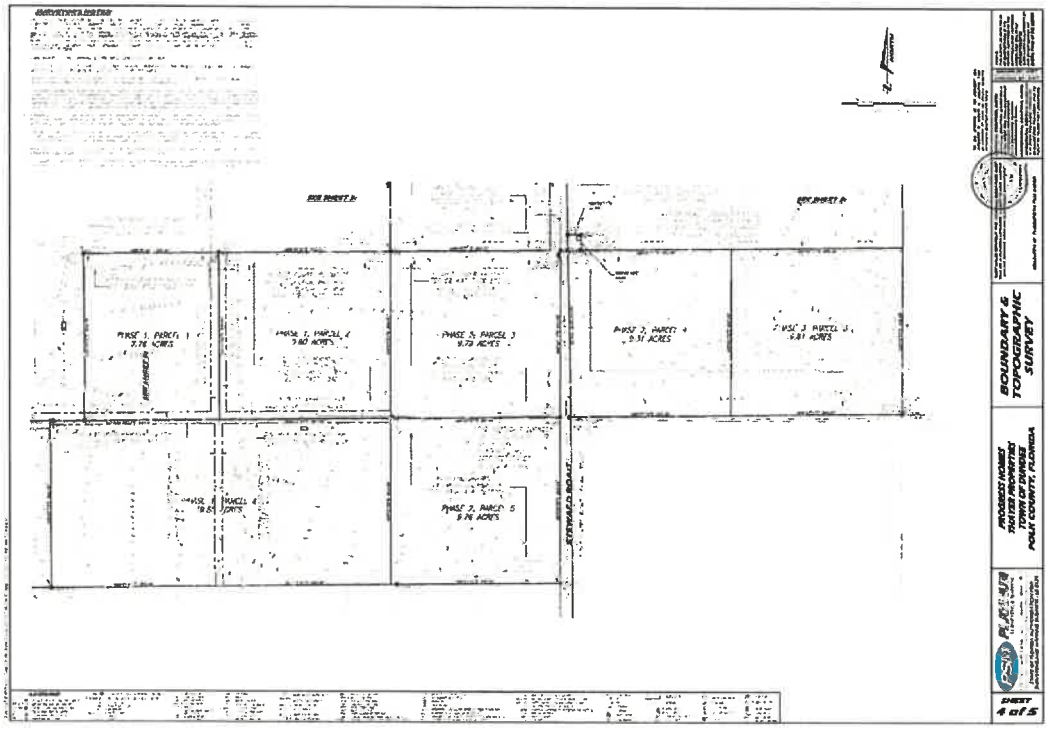
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Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 3 of 6



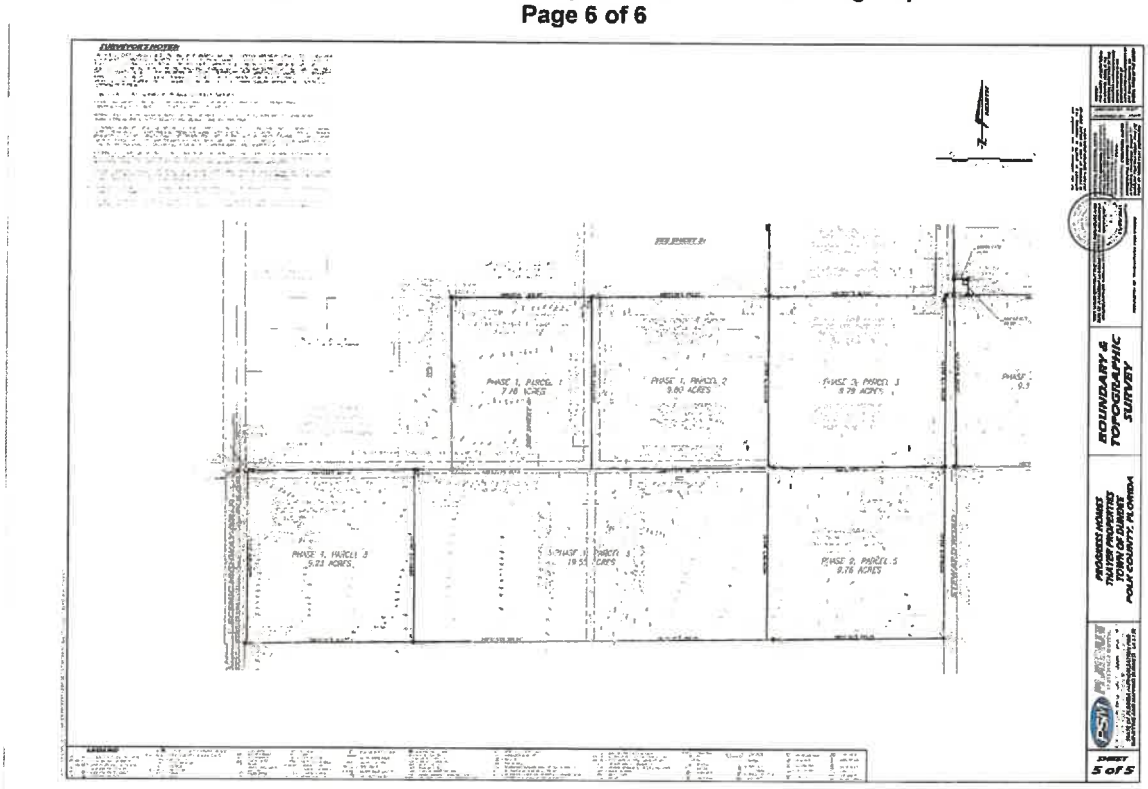
Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 4 of 6



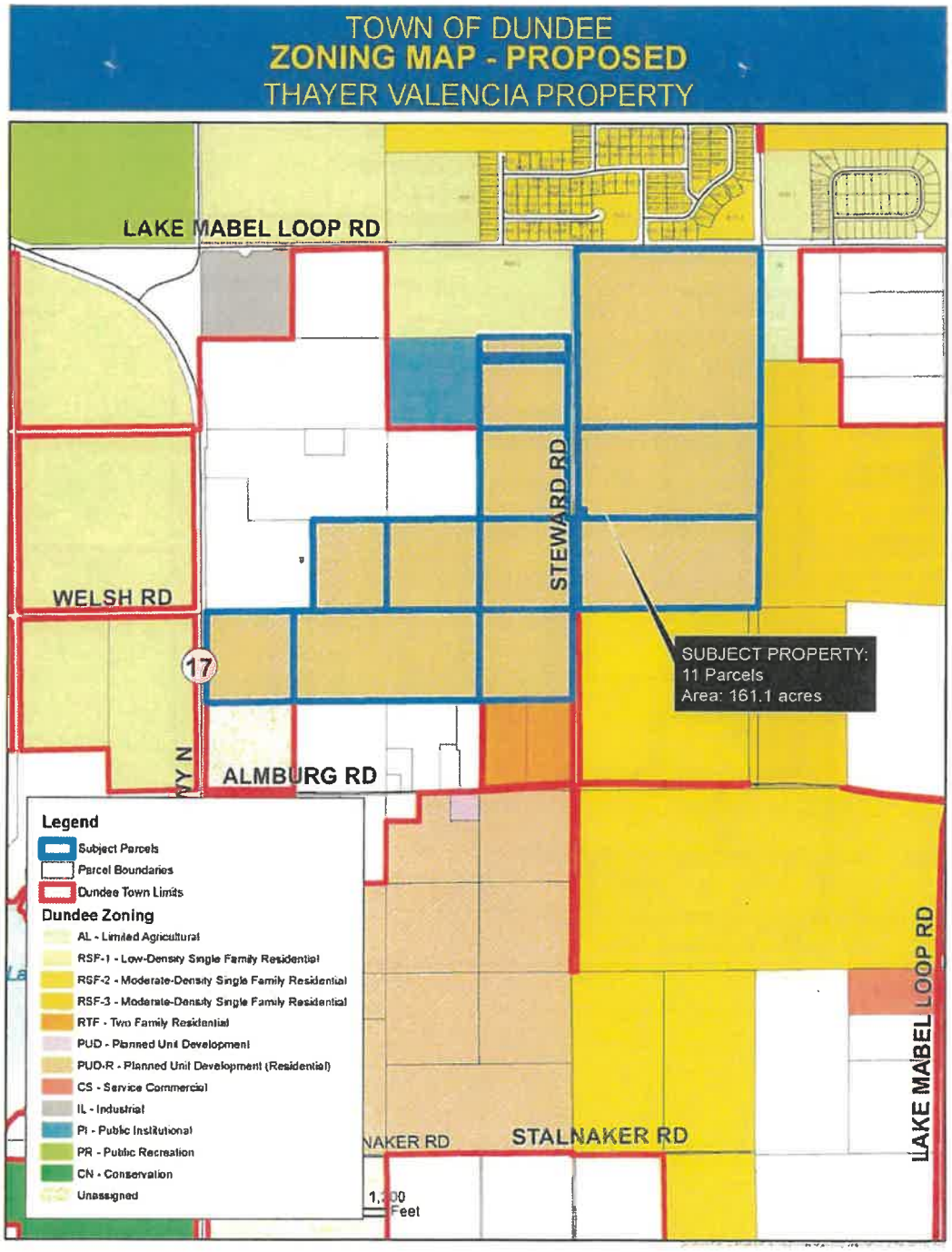
Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 5 of 6



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

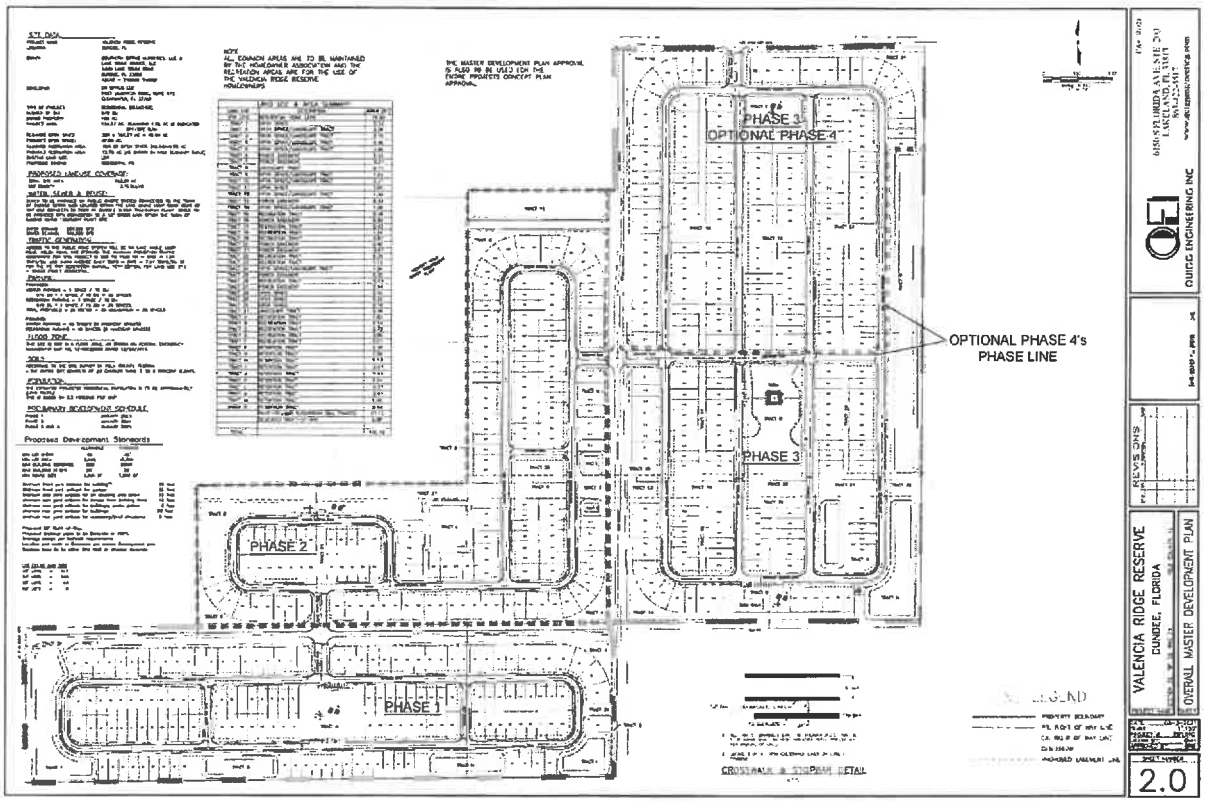


Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 4 of 4



ORDINANCE NO. 22-17
Page 12

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.

Ordinance 22-17

Exhibit "C"
Valencia Ridge Reserve PUD Development Requirements
Page 2 of 3

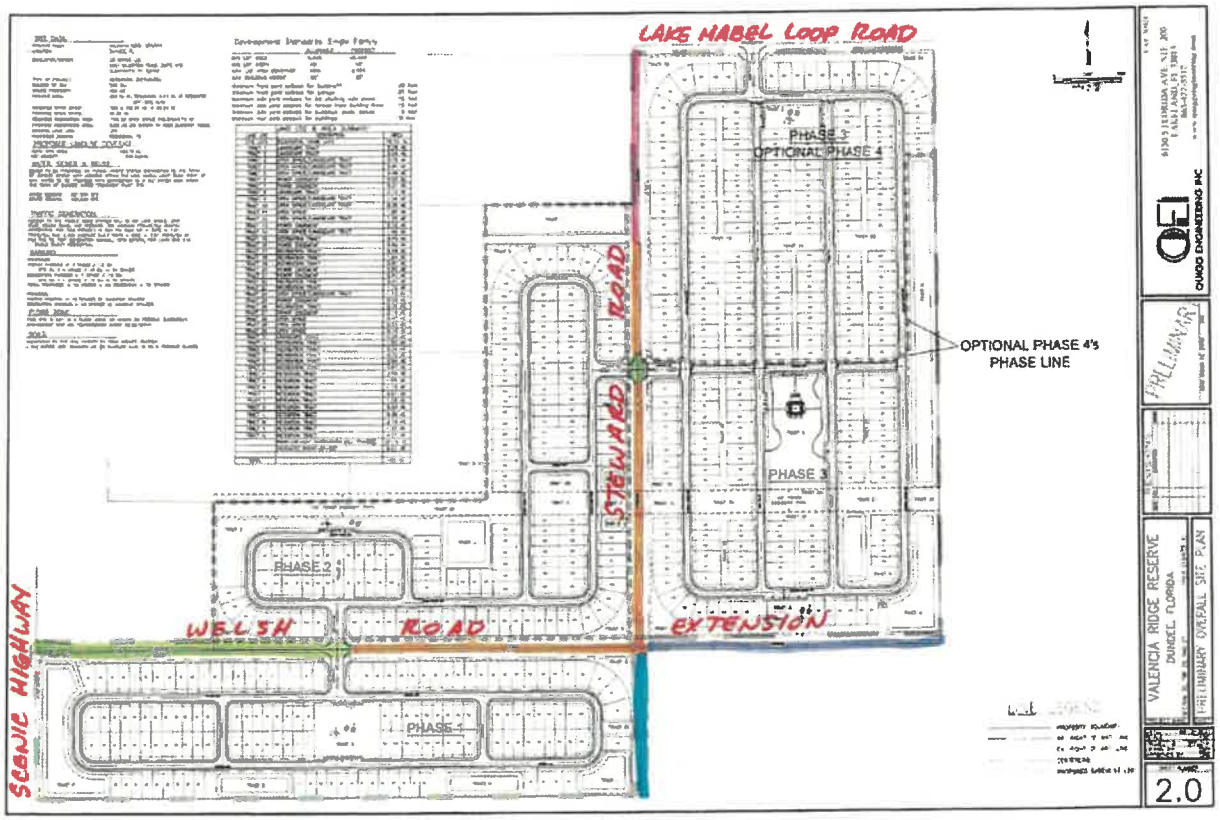
5. To avoid repetitive design, single-family homes shall not utilize the same building elevation, façade materials, or color scheme within three single-family lots of each other on the same side of the street.

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.

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



Ordinance 22-17
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.

EXHIBIT B

INSTR # 2010001077
BK 08048 PGS 0655-0656 PG(s)2
RECORDED 01/05/2010 09:59:15 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
DEED DOC 2,800.00
RECORDING FEES 18.50
RECORDED BY X Thao

Prepared by and Return to:
KENNETH L. SCHLITT, ESQUIRE
KEATING & SCHLITT, P.A.
TELEPHONE: 407.425.2907 ♦ FACSIMILE: 407.425.6345
250 EAST COLONIAL DRIVE, SUITE 300
ORLANDO, FLORIDA 32801
E MAIL: kschlitt@keatlaw.com

PARCEL IDENTIFICATION NUMBER(S): 352827-000000-013000 RECORDING INFORMATION ABOVE THIS LINE

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed as of the 29th day of December, 2009 by **Orange Bank of Florida** (the "Grantor"), with a mailing address of 519 N. Magnolia Avenue, Orlando, Florida 32801, to **Lake Trask Groves, LLP, a Florida limited liability partnership** (the "Grantee"), with a mailing address of P.O. Box 1878, Dundee, Florida 33883.

WITNESSETH: That the Grantor for and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain property situate in Polk County, Florida, viz:

The NW 1/4 of the NE 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida; subject to the maintained right of way for Steward Road, Lake Mabel Loop Road and H.L. Smith Road.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

FURTHER, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said real property in fee simple; that the Grantor has good right and lawful authority to sell and convey said real property; that the Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise; and that said real property is free from all encumbrances; except, taxes and assessments accruing subsequent to December 31, 2009 and all subsequent years, and all conditions, restrictions, reservations, limitations, easements of record, if any, zoning and other governmental regulations and other matters of record, provided, however, this reference shall not serve to reimpose same.

IN WITNESS WHEREOF, the said Grantor has executed this Special Warranty Deed on the day and

year first above written.

WITNESSES:

WITNESS SIGNATURE

KENNETH L. SCHLITT

WITNESS NAME PRINTED

WITNESS SIGNATURE

MARY L. YARBROUGH

WITNESS NAME PRINTED

GRANTOR
ORANGE BANK OF FLORIDA

By: _____
Michael W. Sheffey
As its Senior Executive Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY, as an officer duly authorized to take acknowledgments and oaths in the State and County aforesaid, that at the execution of this instrument on the date set forth below, Michael W. Sheffey personally appeared before me, as Senior Executive Vice President of Orange Bank of Florida, and executed or acknowledged his/her/their previous execution of this instrument. **I HEREBY FURTHER CERTIFY**, that Michael W. Sheffey, is/are the same person(s) either executing or acknowledging execution of the foregoing instrument because: ☒ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license or ☐ Other identification: _____. **WITNESS** my hand and official seal in the State and County aforesaid this 23rd day of December, 2009.

Notary Public Signature
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)

KENNETH L. SCHLITT
MY COMMISSION # DD 589597
EXPIRES: October 20, 2010
Bonded Thru Notary Public Underwriters

RETURN BY POLK COUNTY
GOVERNMENT CENTER COURIER TO
STEPHEN F. BAKER OFFICE BOX

INSTR # 200922148
BK 08039 PGS 1407-1408 PG(s)2
RECORDED 12/21/2009 09:51:09 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
DEED DOC 2,975.00
RECORDING FEES 18.50
RECORDED BY P Beresford

Prepared by and return to:
Kathleen R. Price
Legal Assistant
Stephen F. Baker PA
800 First Street South
Winter Haven, FL 33880-3666
863-299-2118
File Number: **9-182**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **16th** day of **December, 2009** between **Carl R. Jackson, Jr., a married man** whose post office address is **140 Odin Drive, Winter Haven, FL 33884**, grantor, and **Thomas A. Thayer, Jr.** whose post office address is , grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Polk County, Florida** to-wit:

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; AND 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; AND 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 on Steward Road.

Parcel Identification Number: 3352827-00000-014020

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2009**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Kathleen R Price

Witness Name: Carolyn L Harmon

Carl R. Jackson, Jr. (Seal)

DoubleTimee

State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 16th day of December, 2009 by Carl R. Jackson, Jr., who [_] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name:

My Commission Expires:

KATHLEEN R. PRICE
Notary Public, State of Florida
My Comm. Expires May 26, 2013
Commission No. DD 870581

INSTR # 2011022721
BK 08318 PGS 1092-1093 PG(s)2
RECORDED 02/08/2011 09:15:33 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
DEED DOC 1,575.00
RECORDING FEES 18.50
RECORDED BY I Perez

Prepared by and return to:
Debra L. Cline
Attorney at Law
Peterson & Myers, P.A.
Post Office Drawer 7608
Winter Haven, FL 33883-7608
863-294-3360
File Number: THAT5H-10

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Quit Claim Deed

This Quit Claim Deed made this 2nd day of February, 2011, between Bay Street Holdings, LLC Series 9 - Jackson Point, whose post office address is 115 S. La Salle Street, 12th Floor West, Chicago, IL 60603, grantor, and Thomas A. Thayer, Jr., whose post office address is P. O. Box 1849, Dundee, FL 33838, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Polk County, Florida to-wit:

The Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4; and the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4; and the 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 there from 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; less and except there from any portion lying within the boundary of the maintained right of way on Steward Road; also

LESS AND EXCEPT there from 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 there from existing road right of way; also

LESS AND EXCEPT there from 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 there from existing road right of way; also

LESS AND EXCEPT there from 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 there from existing road right of way; also

TOGETHER WITH perpetual, non-exclusive easement(s) for right of way, drainage and utilities, appurtenant thereto as set forth and created by Warranty Deed recorded in Official Records Book 7590, Page 489, of the Public Records of Polk County, Florida.

TOGETHER WITH all wells, irrigation equipment and citrus trees, including crop thereon, located on the land.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Bay Street Holdings, LLC Series 9 - Jackson Point

By: Bay Street Holdings, LLC, an Illinois limited liability company

Witness Name: Jason A. Nolte

Witness Name: Cory Johnson

By: Thomas A Batterham
Thomas A. Batterham, its Manager

State of Illinois
County of Cook

The foregoing instrument was acknowledged before me this 1st day of February, 2011 by Thomas A. Batterham, Manager of Bay Street Holdings, LLC, an Illinois limited liability company, on behalf of Bay Street Holdings, LLC Series 9 - Jackson Point. He [X] is personally known to me or [ ] has produced _____ a driver's license as identification.

[Notary Seal]

OFFICIAL SEAL
ROBERT R PETRIS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/15/14

Robert R. Petris
Notary Public

Printed Name: Robert R. Petris

My Commission Expires: 2/15/14

INSTR # 2022232214
BK 12394 Pgs 0208-0209 PG(s)2
08/25/2022 03:11:59 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 8,918.00

Prepared by and return to:
Mark G. Turner, Esquire
STRAUGHN & TURNER, P.A.
255 Magnolia Ave SW
Winter Haven, FL 33880-2902
863-293-1184
File Number: **11937-0016**

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made effective this **24th** day of **August, 2022** between **Thomas A. Thayer, Jr., Individually, and Thomas A. Thayer, Jr., d/b/a T-Two Groves; and Southern Citrus Nurseries, LLC, a Florida limited liability company** whose post office address is **P.O. Box 970, Dundee, FL 33838-0970**, grantor, and **WELSH ROAD LAND INVESTMENTS LLC, a Florida limited liability company** whose post office address is **1901 Ulmerton Road, Suite 475, Clearwater, FL 33762**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Polk County, Florida**, to-wit:

THAT PART OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH 00°02'50" WEST ALONG THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 643.22 FEET TO THE SOUTH BOUNDARY OF THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH 89°21'41" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 2606.53 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY OF SCENIC HIGHWAY (ALTERNATE U.S. HIGHWAY 27); THENCE NORTH 00°07'48" WEST ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 644.68 FEET TO THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE NORTH 89°23'37" EAST ALONG THE NORTH BOUNDARY OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 762.75 FEET TO THE EAST BOUNDARY OF THE WEST 800 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE NORTH 00°37'20" WEST ALONG SAID EAST BOUNDARY, A DISTANCE OF 30.00 FEET; THENCE NORTH 89°23'37" EAST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 1846.10 FEET TO THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH 00°02'40" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

Subject to taxes for 2022 and subsequent years.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of homestead property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Mark G. Turner

Witness Name: Deborah Bell

THOMAS A. THAYER, JR., Individually

Witness Name: Mark G. Turner

Witness Name: Deborah Bell

THOMAS A. THAYER, JR. d/b/a T-Two Groves

Witness Name: Mark G. Turner

Witness Name: Deborah Bell

SOUTHERN CITRUS NURSERIES, LLC, a Florida limited liability company

By: _____
THOMAS A. THAYER, JR., Manager

State of Florida
County of Polk

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 19th day of August, 2022 by THOMAS A. THAYER, JR., Individually and THOMAS A. THAYER, JR., d/b/a T-Two Groves and THOMAS A. THAYER, JR., Manager of SOUTHERN CITRUS NURSERIES, LLC, a Florida limited liability company, on behalf of said company, who [X] is personally known or [ ] has produced a driver's license as identification.

[Notary Seal]

DEBORAH M. BELL
Commission # HH 242279
Expires June 21, 2026

Notary Public
Printed Name: Deborah Bell
My Commission Expires: _____

INSTR # 2024223582
BK 13281 Pgs 1019-1020 PG(s)2
09/30/2024 07:26:47 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 10,448.20

Prepared by and return to:
Mark G. Turner, Esquire
STRAUGHN & TURNER, P.A.
255 Magnolia Ave SW
Winter Haven, FL 33880-2902
863-293-1184
File Number: **11937-0020**

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 25th day of **September, 2024** between **Thomas A. Thayer, Jr., Individually, and Thomas A. Thayer, Jr. d/b/a T-Two Groves** whose post office address is **P.O. Box 970, Dundee, FL 33838-0970**, grantor, and **WELSH ROAD LAND INVESTMENTS LLC, a Florida limited liability company** whose post office address is **1901 Ulmerton Road, Suite 475, Clearwater, FL 33762**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Polk County, Florida**, to-wit:

THAT PART OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE NORTH 00°02'50" EAST ALONG EAST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH 89°23'37" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 1846.10 FEET TO THE EAST BOUNDARY OF THE WEST 800 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE NORTH 00°37'20" WEST ALONG SAID EAST BOUNDARY, A DISTANCE OF 614.78 FEET TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE NORTH 89°25'54" EAST ALONG SAID NORTH BOUNDARY AND THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 1189.69 FEET TO THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE NORTH 00°07'21" WEST ALONG SAID WEST BOUNDARY AND THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 1284.12 FEET TO THE NORTH BOUNDARY OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE NORTH 89°50'31" EAST ALONG SAID NORTH BOUNDARY A DISTANCE OF 627.02 FEET TO THE WEST BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7674, PAGE 176 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°02'40" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 1279.67 FEET TO THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE NORTH 89°25'54" EAST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 40.00 FEET TO THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH 00°02'40" WEST ALONG SAID EAST BOUNDARY, A DISTANCE OF613.58

FEET RETURNING TO THE POINT OF BEGINNING, LESS AND EXCEPT THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7674, PAGE 178 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Subject to taxes for 2024 and subsequent years.

Grantor warrants that at the time of this conveyance, the subject property is not Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of homestead property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Deborah Bell
Witness Address: 255 Magnolia Ave. SW Winter Haven, FL 33880

Witness Name: Mark G. Turner
Witness Address: 255 Magnola Ave. SW Winter Haven, FL 33880

THOMAS A. THAYER, JR., Individually

THOMAS A. THAYER, JR. d/b/a T-Two Groves

State of Florida
County of Polk

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 25th day of September, 2024 by THOMAS A. THAYER, JR., Individually and THOMAS A. THAYER, JR. d/b/a T-Two Groves, who [X] is personally known or [_] has produced a driver's license as identification.

[Notary Seal]

DEBORAH M. BELL
Commission # HH 242279
Expires June 21, 2026

Notary Public

Printed Name: Deborah Bell

My Commission Expires: _____



Detail by Entity Name

Florida Limited Liability Company
WELSH ROAD LAND INVESTMENTS LLC

Filing Information

Document Number	L22000295375
FEI/EIN Number	88-3779150
Date Filed	06/30/2022
Effective Date	06/30/2022
State	FL
Status	ACTIVE

Principal Address

1901 ULMERTON ROAD
475
CLEARWATER, FL 33762

Mailing Address

1901 ULMERTON ROAD
475
CLEARWATER, FL 33762

Registered Agent Name & Address

COLLINS, SUSAN K
1901 ULMERTON ROAD
475
CLEARWATER, FL 33762

Authorized Person(s) Detail

Name & Address

Title MGR

COLLINS, SUSAN K
1901 ULMERTON ROAD, STE 475
CLEARWATER, FL 33762

Title MGR

CHAPMAN, R T, JR
1901 ULMERTON ROAD, STE 475
CLEARWATER, FL 33762

Annual Reports

Report Year	Filed Date
2023	01/18/2023
2024	02/01/2024
2025	01/28/2025

Document Images

01/28/2025 -- ANNUAL REPORT	View image in PDF format
02/01/2024 -- ANNUAL REPORT	View image in PDF format
01/18/2023 -- ANNUAL REPORT	View image in PDF format
06/30/2022 -- Florida Limited Liability	View image in PDF format

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
LAKE TRASK GROVES, LLC

Filing Information

Document Number	L21000456973
FEI/EIN Number	92-3251141
Date Filed	10/20/2021
Effective Date	10/20/2021
State	FL
Status	ACTIVE
Last Event	MERGER
Event Date Filed	05/16/2024
Event Effective Date	NONE

Principal Address

5600 LAKE TRASK ROAD
DUNDEE, FL 33838

Mailing Address

P.O. BOX 970
DUNDEE, FL 33838

Registered Agent Name & Address

THAYER, THOMAS A, JR.
5600 LAKE TRASK ROAD
DUNDEE, FL 33838

Authorized Person(s) Detail

Name & Address

Title MGR

THAYER, THOMAS A, JR.
1895 ELOISE LOOP ROAD
WINTER HAVEN, FL 33884

Annual Reports

Report Year	Filed Date
2023	03/02/2023
2024	04/16/2024

2025 01/30/2025

Document Images

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01/27/2022 -- ANNUAL REPORT	View image in PDF format
10/20/2021 -- Florida Limited Liability	View image in PDF format

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Partnership Name Search

Submit

Partnership Detail

Limited Liability Partnership Name

LAKE TRASK GROVES, LLP

Principal Address

5600 LAKE TRASK RD
DUNDEE, FL 33838 US
Change Date: 03/07/2023

Filing Information

Document Number	LLP090003245
FEI/EIN Number	596963951
File Date	05/12/2009
State	FL
Total Pages	15
Pages in Original Filing	1
Florida Partners	NONE
Total Partners	2
Status	INACT/MERGED
Effective Date	NONE
Expiration Date	NONE
Name History	NONE

Mailing Address

LAKE TRASK GROVES, LLP
P.O. BOX 970
DUNDEE, FL 33838
Change Date: 02/01/2011

Registered Agent

THAYER THOMAS A JR.
1895 ELOISE LOOP RD
WINTER HAVEN, FL 33884

Document Images

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CAPITAL CONNECTION, INC.
417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

LAKE TRASK GROVES, LLC

Please Debit FCA000000003 For: 82.50

Thank you Seth Neeley

Signature

Requested by:

Name Date Time

Walk-In _____ Will Pick Up _____

____ Art of Inc. File_____
____ LTD Partnership File_____
____ Foreign Corp. File_____
____ L.C. File_____
____ Fictitious Name File_____
____ Trade/Service Mark_____
X Merger File_____
____ Art. of Amend. File_____
____ RA Resignation_____
____ Dissolution / Withdrawal_____
____ Annual Report / Reinstatement_____
X Cert. Copy_____
____ Photo Copy_____
____ Certificate of Good Standing_____
____ Certificate of Status_____
____ Certificate of Fictitious Name_____
____ Corp Record Search_____
____ Officer Search_____
____ Fictitious Search_____
____ Fictitious Owner Search_____
____ Vehicle Search_____
____ Driving Record_____
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____ UCC 11 Retrieval_____
____ Courier_____

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Lake Trask Groves, LLC
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

THOMAS A. THAYER, JR.
Contact Person

Firm/Company

5600 LAKE TRASK ROAD
Address

DUNDEE, FL 33883
City, State and Zip Code

tommy@southerncitrusnurseries.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

MARK G. TURNER at (863) 293-1184
Name of Contact Person — Area Code — Daytime Telephone Number

☑ Certified copy (optional) $30.00

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

CR2E080 (2/20)

DocuSign Envelope ID: DEDF334B-51BF-4A20-BB85-1E4318C0397D

Articles of Merger
For
Florida Limited Liability Company

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

Name	Jurisdiction	Form/Entity Type
Lake Trask Groves, LLP	FL	Limited Liability Partnership

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

Name	Jurisdiction	Form/Entity Type
Lake Trask Groves, LLC	FL	limited liability company

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

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TALLAHASSEE, FLORIDA

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FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

☑ This entity exists before the merger and is a domestic filing entity. the amendment, if any to its public organic record are attached.

☐ This entity is created by the merger and is a domestic filing entity. the public organic record is attached.

☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.

☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FILED
2023 MAY 16 AM 10:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Lake Trask Groves, LLP	Tommy Thayer	Thomas A. Thayer, Jr.
Lake Trask Groves, LLC	Tommy Thayer	Thomas A. Thayer, Jr.

Corporations: Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)
General partnerships: Signature of a general partner or authorized person
Florida Limited Partnerships: Signatures of all general partners
Non-Florida Limited Partnerships: Signature of a general partner
Limited Liability Companies: Signature of an authorized person

Fees:

For each Limited Liability Company:	$25.00	For each Corporation:	$35.00
For each Limited Partnership:	$52.50	For each General Partnership:	$25.00
For each Other Business Entity:	$25.00	**Certified Copy (optional):**	$30.00

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TALLAHASSEE, FLORIDA

PLAN OF MERGER

LAKE TRASK GROVES, LLP WITH AND INTO

LAKE TRASK GROVES, LLC

This Plan of Merger is dated this 22nd day of April, 2024, and formed by and between **LAKE TRASK GROVES, LLP**, a Florida limited liability partnership, and **LAKE TRASK GROVES, LLC**, a Florida limited liability company, in accordance with the provisions of Sections 605.1021 – 605.1026, Florida Statutes.

1. Merging Entity: The name of the merging entity is LAKE TRASK GROVES, LLP, a Florida limited liability partnership.

2. Surviving Entity: The name of the surviving entity is LAKE TRASK GROVES, LLC, a Florida limited liability company.

3. Terms and Conditions: The terms and conditions of the merger are as follows: LAKE TRASK GROVES, LLC, shall acquire one hundred percent (100%) of the partnership/equity interests of LAKE TRASK GROVES, LLP.

IN WITNESS WHEREOF, the undersigned have executed this Plan of Merger as of the date first written above.

MERGING ENTITY:

LAKE TRASK GROVES, LLP,
a Florida limited liability partnership

DocuSigned by:
By: Tommy Thayer
ADFBEC866C4647A...
Thomas A. Thayer, Jr., General Partner

SURVIVING ENTITY:

LAKE TRASK GROVES, LLC,
a Florida limited liability company

DocuSigned by:
By: Tommy Thayer
ADFBEC866C4647A...
Thomas A. Thayer, Jr., Manager

\\srv12r2\sys15\clients\lake trask groves\plan of merger doc

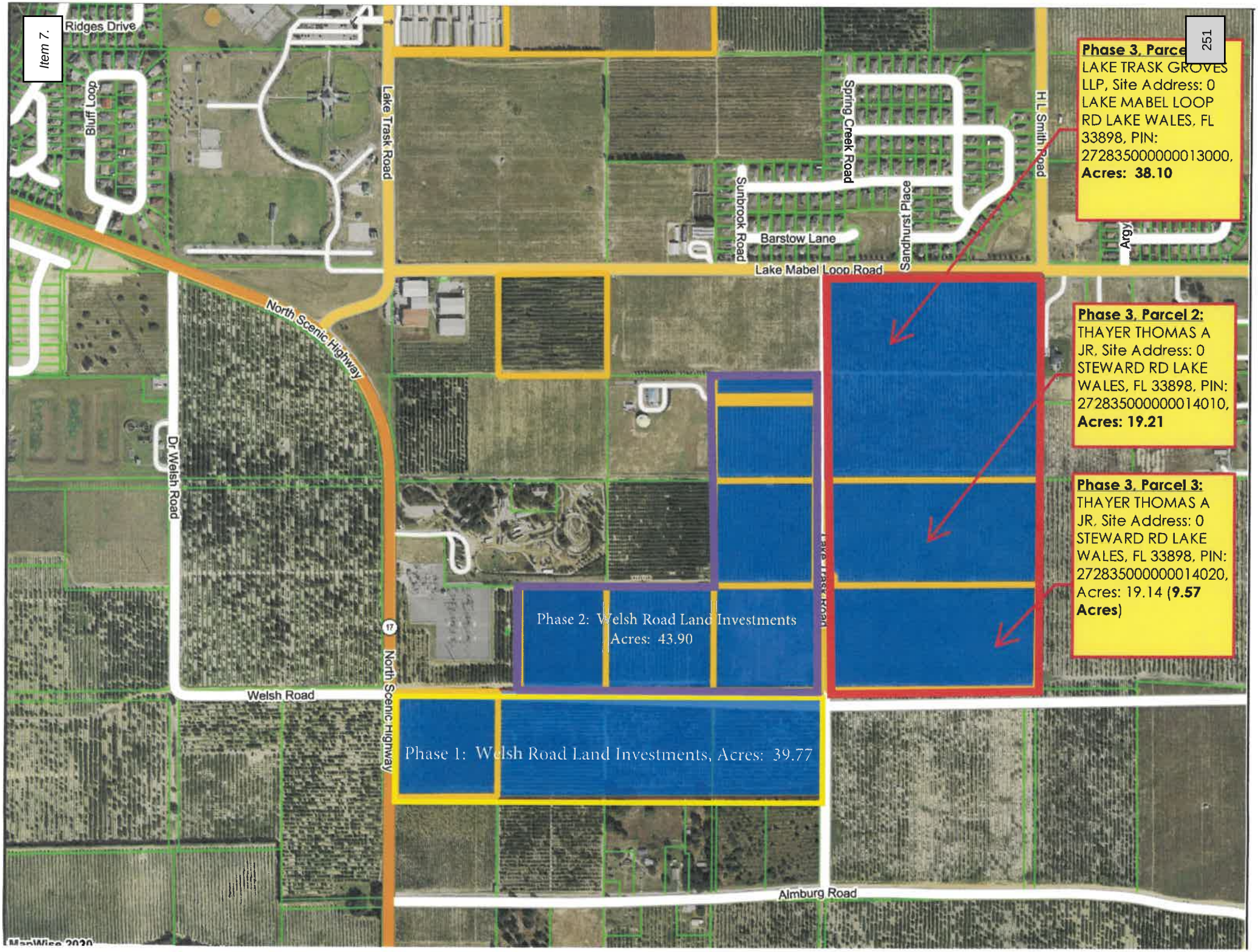

Ridges Drive
Bluff Loop
Lake Trask Road
Spring Creek Road
H L Smith Road
Sunbrook Road
Barstow Lane
Sandhurst Place
Argyle
Lake Mabel Loop Road
North Scenic Highway
Dr Welsh Road
Welsh Road
17
North Scenic Highway
Lake Trask Road
Almburg Road
Phase 3, Parce
LAKE TRASK GROVES LLP, Site Address: 0 LAKE MABEL LOOP RD LAKE WALES, FL 33898, PIN: 272835000000013000, Acres: 38.10
Phase 3, Parcel 2:
THAYER THOMAS A JR, Site Address: 0 STEWARD RD LAKE WALES, FL 33898, PIN: 272835000000014010, Acres: 19.21
Phase 3, Parcel 3:
THAYER THOMAS A JR, Site Address: 0 STEWARD RD LAKE WALES, FL 33898, PIN: 272835000000014020, Acres: 19.14 (9.57 Acres)
Phase 2: Welsh Road Land Investments
Acres: 43.90
Phase 1: Welsh Road Land Investments, Acres: 39.77
ManWise 2020

EXHIBIT C

TRAFFIC IMPACT STUDY

VALENCIA RIDGE
DUNDEE, POLK COUNTY

Prepared for:

Cornerstone Land Company
1901 Ulmerton Road, Suite 475
Clearwater, Florida 33762

Prepared by:

Traffic Planning and Design, Inc.
535 Versailles Drive
Maitland, Florida 32751
407-628-9955

April 2024
August 2024
November 2024
Revised
February 2025

TPD № 5611.1

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with Traffic Planning & Design, Inc., a corporation authorized to operate as an engineering business, EB-3702, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Valencia Ridge

LOCATION: Dundee, Polk County

CLIENT: Cornerstone Land Company

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

NAME: Turgut Dervish, P.E.

P.E. No.: 20400

DATE: February 27, 2025

SIGNATURE:

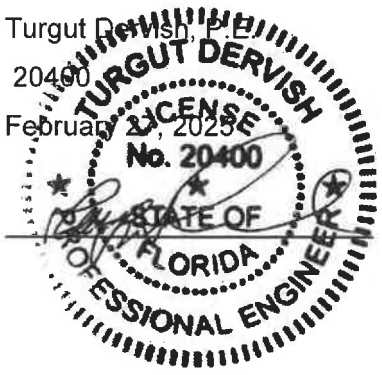


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Intersection Analysis
Project Impact Mitigation
Coordination with Town of Dundee
Turn Lane Analysis

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A Related Correspondence
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INTRODUCTION

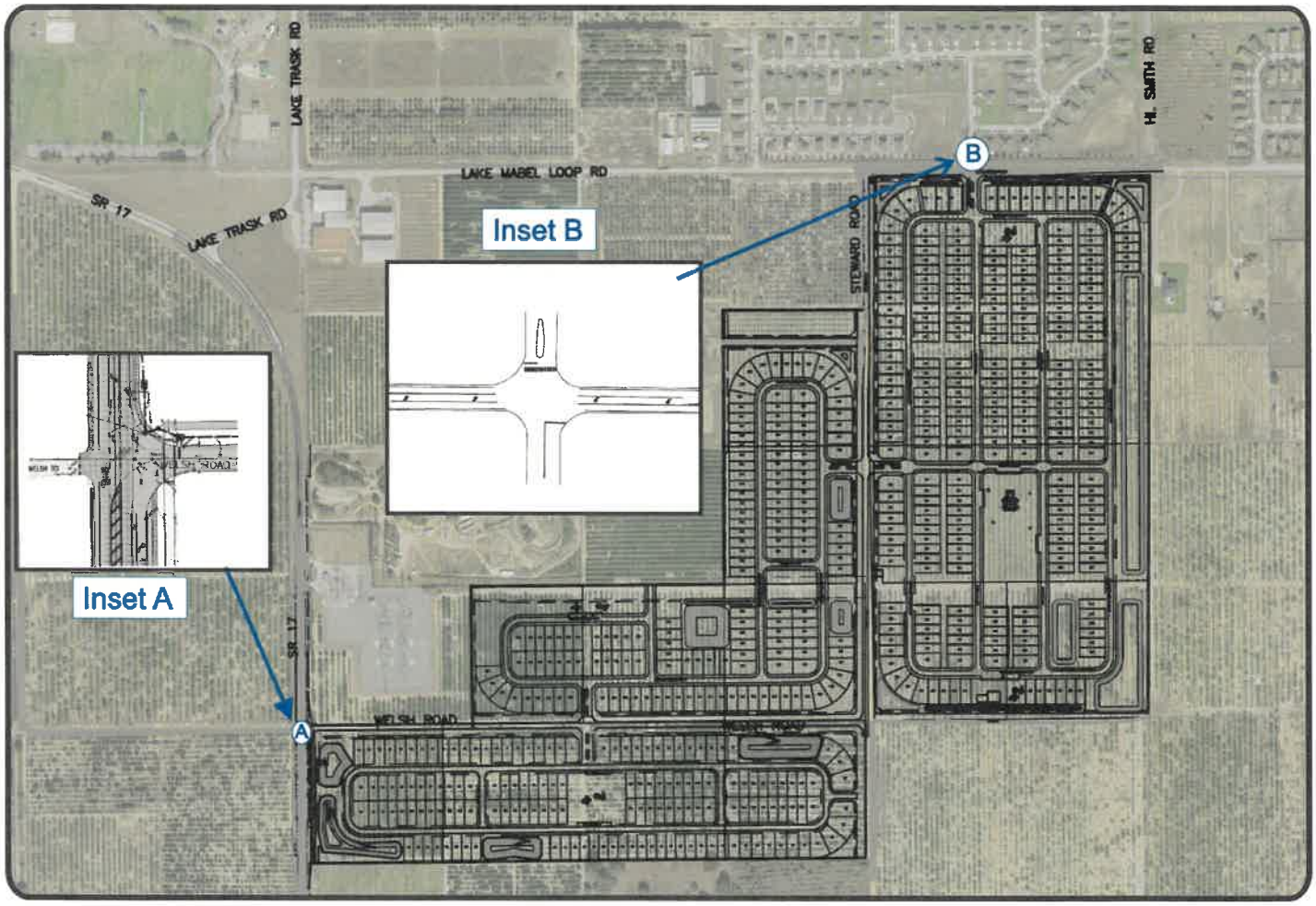
This analysis was undertaken in order to assess the traffic impact of a proposed residential development in Dundee, Polk County. Located on the south side of Lake Mabel Loop Road, to the east of SR 17, the development will consist of 576 single-family dwelling units. Access to the site will be provided via full access driveways on Lake Mabel Loop Road and SR 17. **Figure 1** depicts the site location and **Figure 2** depicts the site plan and its access configuration. The development is expected to be completed by the end of 2028.

The analysis was conducted in accordance with comments provided by the Town of Dundee and FDOT. The related correspondence is included in **Appendix A**. Data used in the analysis consists of site plan/development information provided by the Project Engineers, roadway link information obtained from the Polk County Roadway Network Database, and A.M./P.M. peak hour traffic counts obtained by Traffic Planning and Design, Inc.



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Site Location



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Site Plan

EXISTING CONDITIONS ANALYSIS

Capacity analyses were performed for the impacted roadway segments and intersections for existing traffic in order to determine their current operating conditions. To determine the impacted roadway segment and intersections, a significance test was conducted as described subsequently. The roadway segments on which the project consumes 5% or more of the adopted peak hour capacity are assumed to be significantly impacted and included in the analysis.

Roadway Segment Analysis

The significantly impacted segments were analyzed by comparing the existing P.M. peak hour directional traffic volumes of each segment with the corresponding capacity at the adopted LOS capacity, as shown in **Table 1**. This shows that the study roadway segments currently operate satisfactorily within their adopted LOS standards. The existing peak hour traffic volumes, the LOS standards, and corresponding capacities were obtained from the County's 2022 Roadway Network Database (RND). Pertinent Network Database sheets are included in **Appendix B**.

Intersection Analysis

A capacity analysis was conducted for the study intersections using *Highway Capacity Software (HCS)* in accordance with the procedures of the *Highway Capacity Manual (HCM)*. The capacity analysis was performed using the existing A.M. and P.M. peak hour traffic volumes, intersection geometry and traffic controls. The intersection counts were made on March 17th, 2022, when the peak season conversion factor for Polk County was 1.05 and were therefore adjusted with this conversion factor. The adjusted intersection counts are depicted in **Figures 3a** and **3b**. The unadjusted turning movement counts, intersection geometry and traffic controls, and peak season factors and signal timings can be found in **Appendix C**. The intersection capacity analysis results are summarized in **Table 2,** which reveals that the study intersections currently operate at overall satisfactory Levels of Service except for the intersection of US 27 with Dundee Road and US 27 with Waverly Road. The minor approaches at these intersections are operating at failing Levels of Service. Detailed printouts of the intersection capacity analysis are included in **Appendix D**.

Table 1
Existing Roadway Capacity Analysis

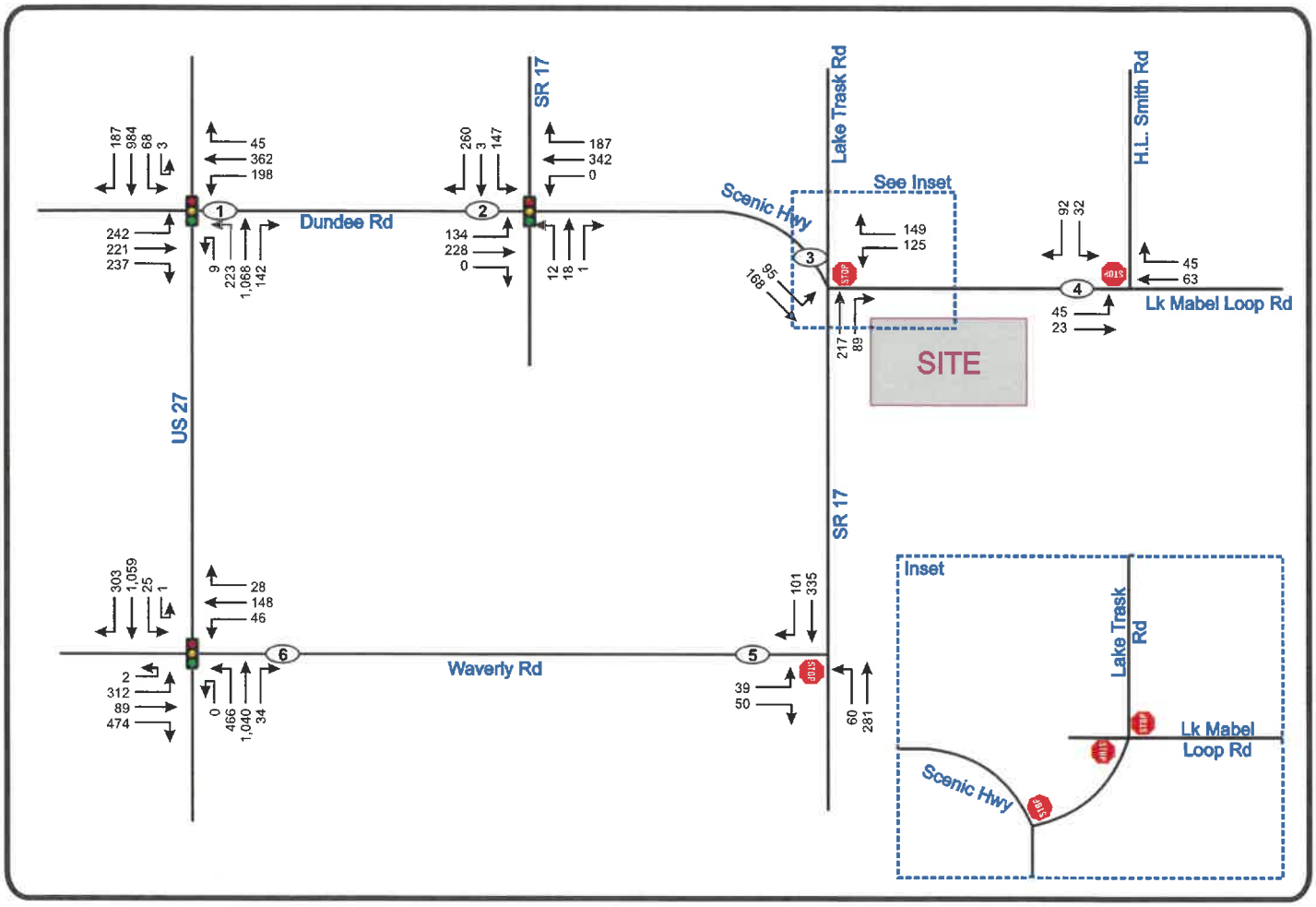
Link ID	Segment	Speed Limit	Access Class	Context Classification	Access Spacing Requirements	Adopted*			Dir	Existing*	LOS
						Lanes	LOS Std	Capacity			
SR 17 (Scenic Highway)											
5205N	Mountain Lake Cutoff Rd to Waverly Rd	55 mph	4	C2	660 feet	2B	D	1,220	NB	274	B
5205S								1,220	SB	286	B
5206N	Waverly Rd to Main St @ Center St	55 mph	4	C2	660 feet	2B	D	640	NB	253	C
5206S								640	SB	263	C
Dundee Road (Ridge Scenic Highway)											
8103E	US 27 to SR 17 (Ridge Scenic Hwy)	45 mph	5	C3C	245 feet	2U	E	800	EB	449	D
8103W								800	WB	467	D
H.L. Smith Road											
8212N	Lake Mabel Loop Rd to CR 542	35 mph	N/A**	N/A**	N/A**	2U	D	790	NB	99	C
8212S								790	SB	103	C
Lake Mabel Loop Road											
8204N	Canal Ave to SR 17 (Ridge Scenic Hwy)	45 mph	N/A**	N/A**	N/A**	2U	E	790	NB	146	C
8204S								790	SB	152	C
Waverly Road											
4174E	US 27 to SR 17 (Ridge Scenic Hwy)	45 mph	N/A**	N/A**	N/A**	2U	D	730	EB	189	B
4174W								730	WB	182	B

* Obtained from the 2022 Polk County RND, factored to 2022 by a factor of 1.02

** Non-State Road

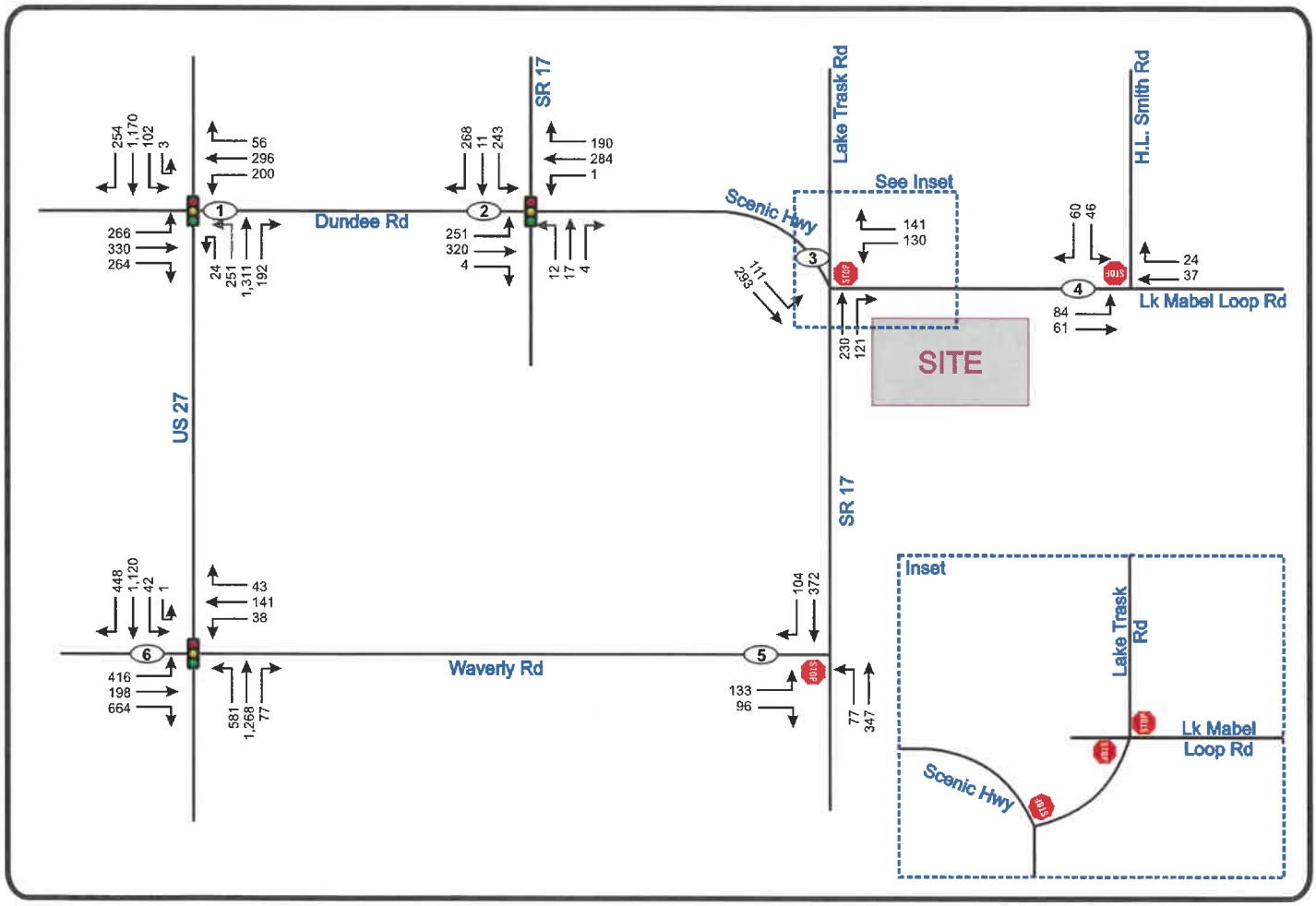
Table 2
Existing Intersection Capacity Analysis

Intersection	Control	Time Period	EB				WB				NB				SB				Overall	
			Delay	LOS	Critical Mvmt	Highest v/c Ratio	Delay	LOS	Critical Mvmt	Highest v/c Ratio	Delay	LOS	Critical Mvmt	Highest v/c Ratio	Delay	LOS	Critical Mvmt	Highest v/c Ratio	Delay	LOS
US 27 & Dundee Rd	Signal	A.M.	74.8	E	EBR	0.842	69.0	E	WBR	0.796	33.8	C	NBL	0.909	38.8	D	SBL	0.807	47.7	D
		P.M.	88.4	F	EBL	0.874	78.3	E	WBR	0.725	40.5	D	NBL	0.929	48.1	D	SBL	0.857	55.9	E
SR 17 & Dundee Rd (Main St)	Signal	A.M.	16.3	B	EBL	0.471	15.0	B	WBT	0.000	34.3	C	NBT	0.369	27.3	C	SBR	0.791	19.6	B
		P.M.	20.0	C	EBL	0.646	14.1	B	WBT	0.548	39.3	D	NBT	0.401	31.6	C	SBR	0.804	22.4	C
SR 17 & Lake Trask Rd	Stop	A.M.	3.0	A	EBL	0.080	--	--	--	--	--	--	--	--	13.7	B	SBL	0.310	--	--
		P.M.	2.3	A	EBL	0.100	--	--	--	--	--	--	--	--	17.1	C	SBL	0.420	--	--
Lake Mabel Loop Rd & H.L. Smith Rd	Stop	A.M.	5.1	A	EBL	0.030	--	--	--	--	--	--	--	--	9.7	A	SBT	0.150	--	--
		P.M.	4.6	A	EBL	0.060	--	--	--	--	--	--	--	--	10.2	B	SBT	0.140	--	--
SR 17 & Waverly Rd	Stop	A.M.	14.4	B	EBL	0.130	--	--	--	--	1.5	A	NBL	0.060	--	--	--	--	--	--
		P.M.	24.9	C	EBL	0.540	--	--	--	--	1.6	A	NBL	0.080	--	--	--	--	--	--
US 27 & Waverly Rd	Signal	A.M.	70.4	F	EBR	0.968	73.8	F	WBT	0.857	30.9	C	NBL	0.846	36.4	D	SBL	0.731	42.5	D
		P.M.	97.3	F	EBR	1.130	99.1	F	WBT	0.897	40.7	D	NBL	0.906	50.6	D	SBR	0.870	58.7	E



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Existing 2022 A.M. Peak Hour Volumes



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Figure 3b
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Existing 2022 P.M. Peak Hour Volumes

PROPOSED DEVELOPMENT AND TRIP GENERATION

The proposed development will consist of 576 single family dwelling units to be completed by 2028. To determine the impact of this development in the area, an analysis of its traffic characteristics was made. This included the determination of the trips generated and the distribution/assignment of these trips to the surrounding roadways.

Trip Generation

The trip generation of the proposed development was calculated with the use of equations obtained from the 11th Edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual.* **Table 3** provides a summary of the trip generation calculation, and the ITE trip generation sheets are included in **Appendix E**. As can be seen from the table, the development is expected to generate 5,052 daily trips, of which 367 will occur in the A.M. peak hour and 515 in the P.M. peak hour.

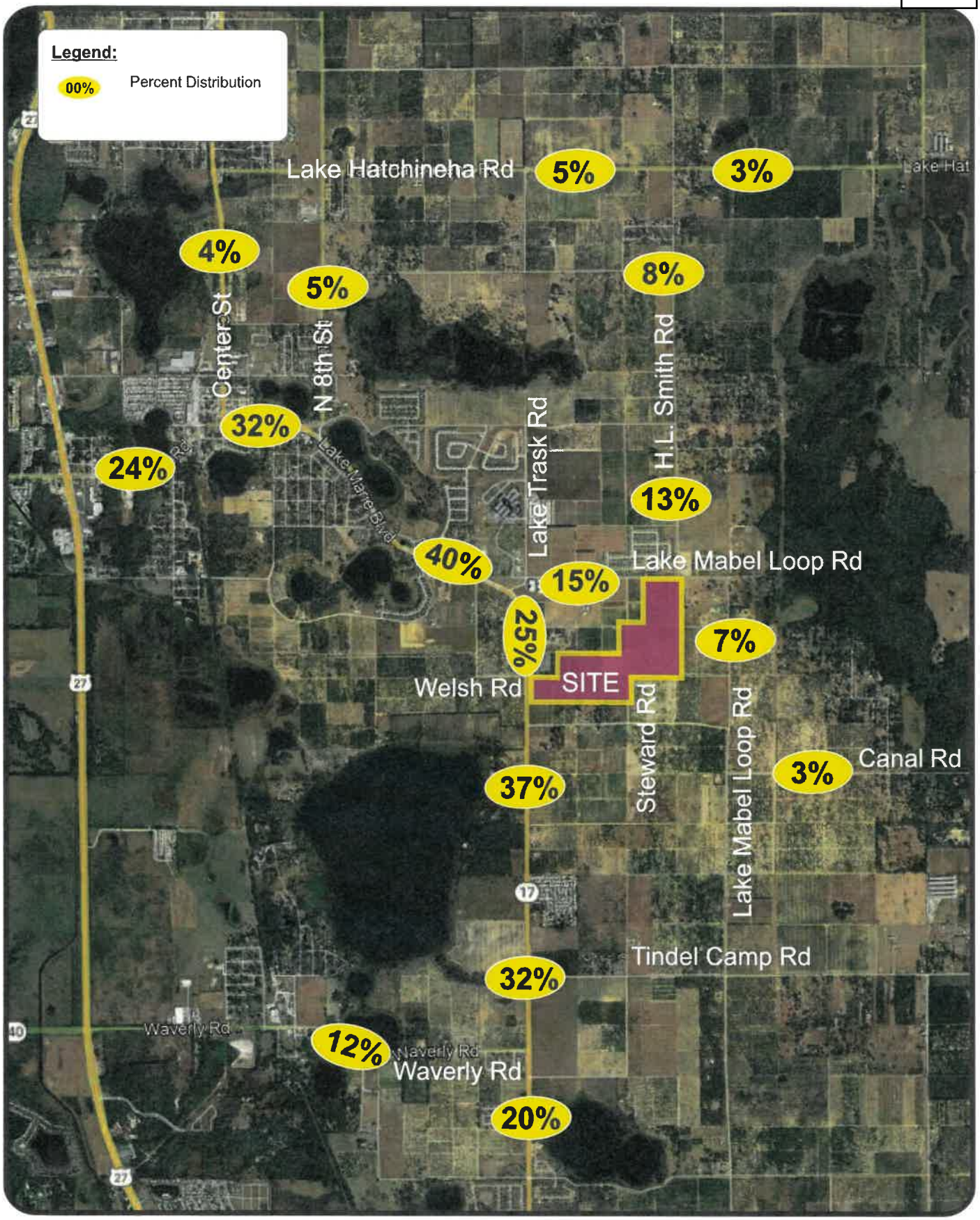
Table 3
Trip Generation Summary

ITE Code	Land Use	Size	Daily		A.M. Peak Hour				P.M. Peak Hour			
			Rate*	Trips	Rate*	Enter	Exit	Total	Rate*	Enter	Exit	Total
210	Single-Family Detached Housing	576 DU**	8.77	5,052	0.64	92	275	367	0.89	325	190	515

* $R^2 > 0.75$, therefore Equations used
** DU = Dwelling Unit

Trip Distribution/Trip Assignment

The project's trip distribution was determined with the use of the FDOT Model (D1RMP V.2) which was slightly modified to add a traffic zone representing the project. Subsequently, the model was run with a Select Zone Analysis which produced a distribution pattern for the project trips as shown in **Figure 4.** Utilizing this distribution pattern, the project's trips were assigned to the study roadway segments. The model distribution plots are included in **Appendix F**.



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Trip Distribution

Project Significance

The roadway segments on which the project traffic consumes 5% or more of the adopted peak hour Level of Service Generalized Planning capacity are considered significantly impacted by the proposed development. To determine the impacted roadway segments to be included in the study, the roadways in the general area of the project were subjected to a significance analysis as shown in **Table 4**.

As can be seen from the table, the project will significantly impact segments of Scenic Highway (SR 17), Dundee Road, H.L. Smith Road, Lake Mabel Loop Road, and Waverly Road. These significantly impacted roadway segments were included in the traffic analysis along with the following intersections:

- Dundee Road and US 27
- Dundee Road and SR 17
- SR 17 and Lake Trask/Lake Mabel Loop Road
- Lake Mabel Loop Road and H.L. Smith Road
- SR 17 and Waverly Road
- Waverly Road and US 27

Table 4
Significance Determination

Link ID	Segment	Lanes	LOS Std	Capacity	Project Trips*		Significance	Include?
					%	Volume		
SR 17 (Scenic Highway)								
5205N	Mountain Lake Cutoff Rd to Waverly Rd	2B	D	1,220	20%	65	5.33%	Yes
5205S				1,220	20%	38	3.11%	
5206N	Waverly Rd to Main St @ Center St	2B	D	640	40%	130	20.31%	Yes
5206S				640	40%	76	11.88%	
5207N	Main St @ Center St to SR 544	2B	D	640	4%	8	1.25%	No
5207S				640	4%	13	2.03%	
Dundee Road (Ridge Scenic Highway)								
6402E	Carl Floyd Rd to US 27	4D	D	2,000	2%	7	0.35%	No
6402W				2,000	2%	4	0.20%	
8103E	US 27 to SR 17 (Ridge Scenic Hwy)	2U	E	800	24%	78	9.75%	Yes
8103W				800	24%	46	5.75%	
Eighth Street/Detour Road								
8217N	Lake Marie Blvd to CR 542	2U	E	790	5%	10	1.27%	No
8217S				790	5%	16	2.03%	
CR 542 (Lake Hatchineha Road)								
4042E	SR 17 (Ridge Scenic Hwy) to Lake Hatchineha	2U	D	790	3%	6	0.76%	No
4042W				790	3%	10	1.27%	
H.L. Smith Road								
8212N	Lake Mabel Loop Rd to CR 542	2U	D	790	13%	25	3.16%	Yes
8212S				790	13%	42	5.32%	
Lake Mabel Loop Road								
8203N	CR 17A to Canal Ave	2U	D	790	4%	13	1.65%	No
8203S				790	4%	8	1.01%	
8204N	Canal Ave to SR 17 (Ridge Scenic Hwy)	2U	E	790	23%	75	9.49%	Yes
8204S				790	23%	44	5.57%	
Canal Avenue/Watkins Road								
8210E	Lake Mabel Loop Rd to CR 542	2U	C	640	3%	6	0.94%	No
8210W				640	3%	10	1.56%	
Waverly Road								
4174E	US 27 to SR 17 (Ridge Scenic Hwy)	2U	D	730	12%	39	5.34%	Yes
4174W				730	12%	23	3.15%	
US 27								
5105N	SR 540 to SR 542	6D	D	3,020	1%	3	0.10%	No
5105S				3,020	1%	2	0.07%	
5106N	SR 542 to SR 544	6D	D	3,020	11%	21	0.70%	No
5106S				3,020	11%	36	1.19%	

* Highest on Segment

PROJECTED TRAFFIC CONDITIONS

To assess the projected operational conditions at the study roadway segments and intersections, capacity analyses were conducted using projected traffic volumes and existing roadway geometry. Projected traffic volumes were determined by combining background traffic with project trips. Background traffic volumes were determined by expanding existing peak hour traffic volumes to the buildout year with the use of an annual growth rate of 2% and adding trips provided by the City for the following approved developments:

- Scenic Terrace North
- Scenic Terrace South
- Dundee Group 3 Subdivision
- Dundee Group 4A Subdivision
- Olson Jordan Subdivision
- Reserve at Lake Trask
- Legacy Hill

The buildout year for these projects is 2026 except for the Reserve at Lake Trask whose buildout year is 2030. Two-thirds of the trips from the Reserve at Lake Trask were included in the background traffic estimation along with 100% of the trips from the other developments. The trip information provided by the City for the approved developments is included in **Appendix G.**

Roadway Segment Analysis

To assess the projected operational conditions of the study roadway segments, roadway capacity analysis was conducted using both the background traffic volumes and the total projected traffic including the project trips. The study roadway segments were analyzed similarly to the existing conditions analysis by comparing their directional traffic volumes with the adopted capacities. The analysis was first conducted for background traffic conditions, which include the background traffic growth and the committed trips provided by the City. The results of the analysis are summarized in **Table 5,** which shows the study roadway segments will operate

satisfactorily, except for the segment of Dundee Road from US 27 to SR 17, which will operate over-capacity and fail due to the background growth of the existing traffic and the addition of the committed trips.

Table 5
Background Roadway Capacity Analysis

Link ID	Segment	Adopted*			Dir	Bkgd*	Committed Trips	Total Volume	LOS
		Lanes	LOS Std	Capacity					
SR 17 (Scenic Highway)									
5205N	Mountain Lake Cutoff Rd to Waverly Rd	2B	D	1,220	NB	309	0	309	B
5205S				1,220	SB	321	0	321	B
5206N	Waverly Rd to Main St @ Center St	2B	D	640	NB	285	193	478	C
5206S				640	SB	296	221	517	C
Dundee Road (Ridge Scenic Highway)									
8103E	US 27 to SR 17 (Ridge Scenic Hwy)	2U	E	800	EB	506	393	899	F
8103W				800	WB	527	232	759	D
H.L. Smith Road									
8212N	Lake Mabel Loop Rd to CR 542	2U	D	790	NB	112	51	163	C
8212S				790	SB	116	29	145	C
Lake Mabel Loop Road									
8204N	Canal Ave to SR 17 (Ridge Scenic Hwy)	2U	E	790	NB	165	99	264	C
8204S				790	SB	171	58	229	C
Waverly Road									
4174E	US 27 to SR 17 (Ridge Scenic Hwy)	2U	D	730	EB	212	0	212	B
4174W				730	WB	204	0	204	B

* Existing X 1.02^5

The study roadway segments were reanalyzed using their total projected traffic volumes, including the project traffic. The results of the analysis are summarized below in **Table 6,** which shows the study roadway segments will operate satisfactorily upon the addition of the project trips except for the segment of Dundee Road from US 27 to SR 17 will continue to fail regardless of the addition of the project trips.

Table 6
Projected Roadway Capacity Analysis

Link ID	Segment	Adopted*			Dir	Bkgd	Committed Trips	Project Trips*		Total Volume	LOS
		Lanes	LOS Std	Capacity				%	Volume		
SR 17 (Scenic Highway)											
5205N	Mountain Lake Cutoff Rd to Waverly Rd	2B	D	1,220	NB	309	0	20%	65	374	B
5205S				1,220	SB	321	0	20%	38	359	B
5206N	Waverly Rd to Main St @ Center St	2B	D	640	NB	285	193	40%	130	608	C
5206S				640	SB	296	221	40%	76	593	C
Dundee Road (Ridge Scenic Highway)											
8103E	US 27 to SR 17 (Ridge Scenic Hwy)	2U	E	800	EB	506	393	24%	78	977	F
8103W				800	WB	527	232	24%	46	805	F
H.L. Smith Road											
8212N	Lake Mabel Loop Rd to CR 542	2U	D	790	NB	112	51	13%	25	188	C
8212S				790	SB	116	29	13%	42	187	C
Lake Mabel Loop Road											
8204N	Canal Ave to SR 17 (Ridge Scenic Hwy)	2U	E	790	NB	165	99	23%	75	339	C
8204S				790	SB	171	58	23%	44	273	C
Waverly Road											
4174E	US 27 to SR 17 (Ridge Scenic Hwy)	2U	D	730	EB	212	0	12%	39	251	C
4174W				730	WB	204	0	12%	23	227	B

* Highest on Segment

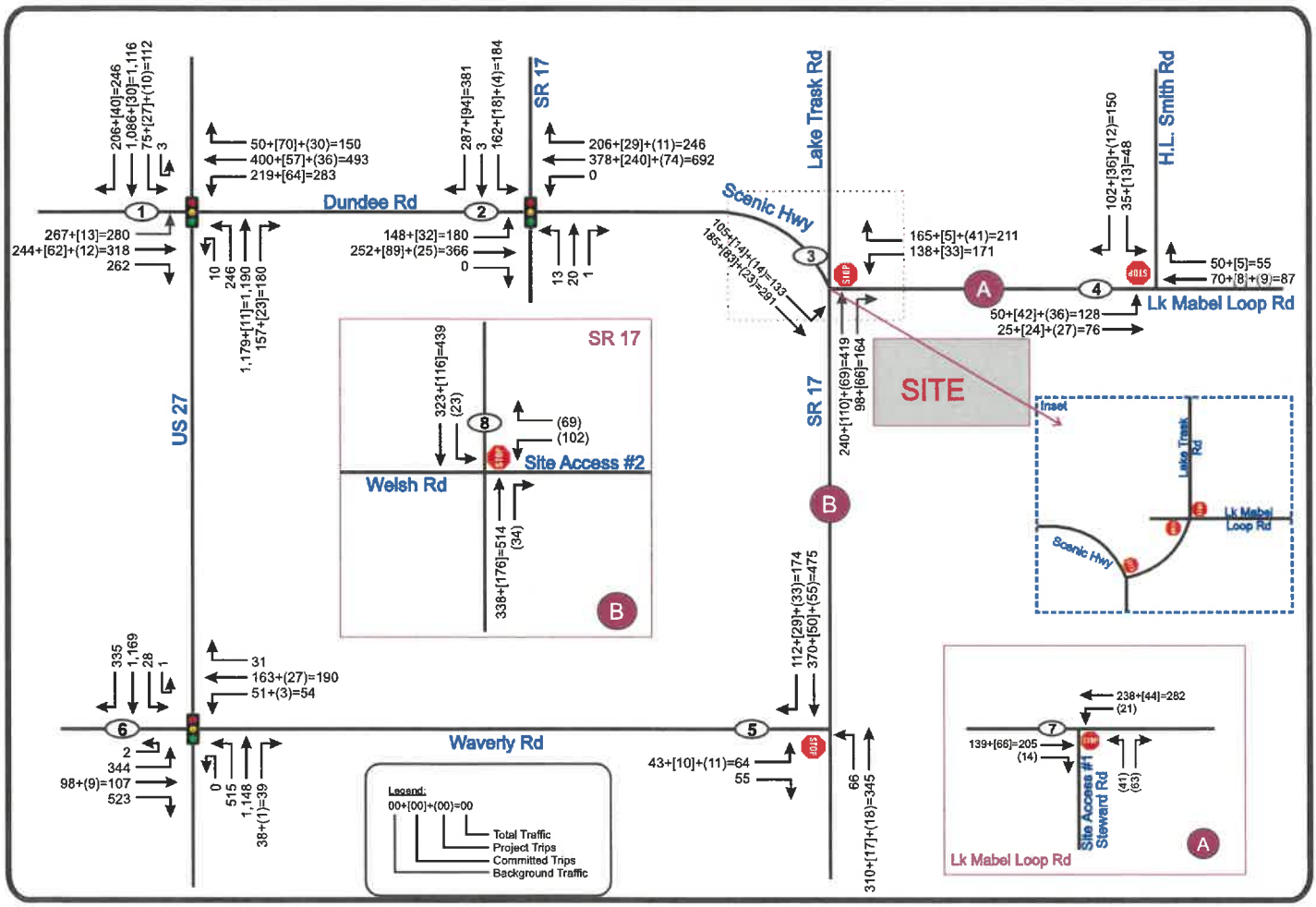
Intersection Analysis

To assess the projected operating conditions at the study intersections, intersection capacity analyses were conducted using background and projected traffic volumes. The intersections were analyzed using *Highway Capacity Software (HCS)* in accordance with the procedures of the *Highway Capacity Manual*. Projected traffic volumes were determined by combining background traffic with project trips. Projected intersection volumes are depicted in **Figures 5a** and **5b**.

The analysis was first conducted for background traffic conditions, which include the background traffic growth and the committed trips provided by the City. The results of the background intersection capacity analysis are summarized in **Table 7.** As can be seen from the table, there are multiple intersections which will operate with failing approaches due to the background traffic. The failing approaches are as follows:

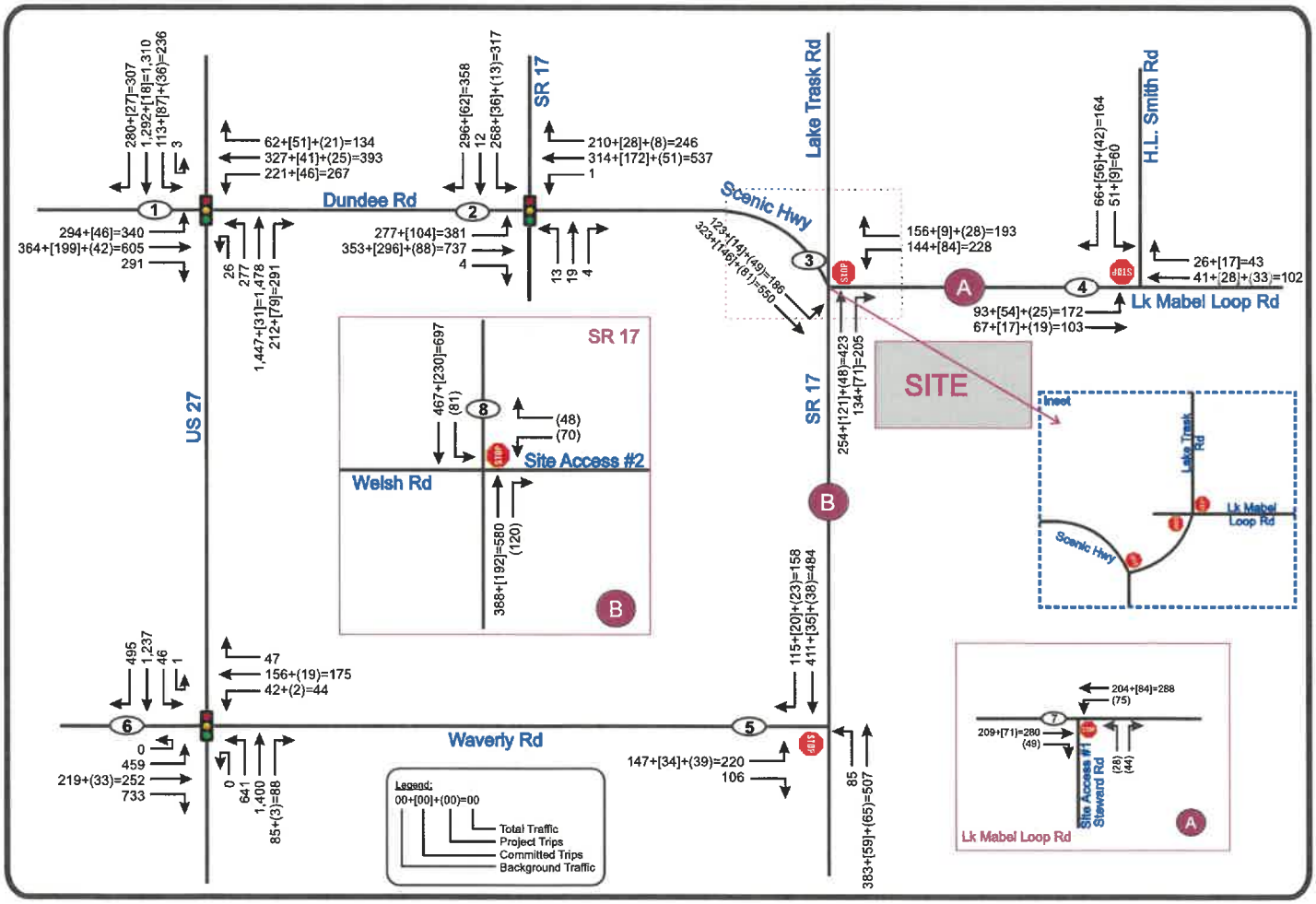
- The intersection of US 27 & Dundee Road will operate with failing minor approaches. The v/c ratios for the failing approaches are less than 1.00, indicating the failing Levels of Service are caused by the long cycle length at the signal, not a capacity-deficiency
- The intersection of SR 17 & Dundee Road will fail overall and operate with an over-capacity eastbound approach
- The intersection of SR 17 & Lake Trask Road will operate with an over-capacity minor approach due to the existing stop-control at the intersection. This condition will prevail until a signal becomes warranted and installed
- The intersection of SR 17 & Waverly Road will operate with an over-capacity minor approach due to the existing stop-control at the intersection. This condition will prevail until a signal becomes warranted and installed.
- The intersection of US 27 & Waverly Road will operate with over-capacity minor approaches.

It should be noted that the intersection of US 27 & Dundee Road has been improved since the counts were collected, and was therefore analyzed using the new, existing geometry. The detailed background capacity analysis worksheets are included in **Appendix H**.



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Projected 2028 A.M. Peak Hour Volumes



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Figure 5b
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Projected 2028 P.M. Peak Hour Volumes

Table 7
Background Intersection Capacity Analysis

Intersection	Control	Time Period	EB				WB				NB				SB				Overall	
			Delay	LOS	Critical Mvmt	Highest v/c Ratio	Delay	LOS	Critical Mvmt	Highest v/c Ratio	Delay	LOS	Critical Mvmt	Highest v/c Ratio	Delay	LOS	Critical Mvmt	Highest v/c Ratio	Delay	LOS
US 27 & Dundee Rd	Signal	A.M.	73.3	E	EBL	0.860	76.0	E	WBL	0.846	44.8	D	NBL	0.922	52.0	D	SBL	0.849	57.5	E
		P.M.	91.5	F	EBL	0.908	93.5	F	WBL	0.866	58.1	E	NBL	0.937	65.8	E	SBL	0.925	71.8	E
SR 17 & Dundee Rd (Main St)	Signal	A.M.	237.8	F	EBL	2.285	90.4	F	WBT	0.000	43.4	D	NBT	0.414	32.8	C	SBR	0.874	112.0	F
		P.M.	301.6	F	EBL	2.588	34.8	C	WBT	0.902	42.9	D	NBT	0.426	31.6	C	SBR	0.849	145.8	F
SR 17 & Lake Trask Rd	Stop	A.M.	2.8	A	EBL	0.120	--	--	--	--	--	--	--	--	27.4	D	SBL	0.670	--	--
		P.M.	2.2	A	EBL	0.150	--	--	--	--	--	--	--	--	145.9	F	SBL	1.360	--	--
Lake Mabel Loop Rd & H.L. Smith Rd	Stop	A.M.	5.2	A	EBL	0.070	--	--	--	--	--	--	--	--	10.9	B	SBT	0.240	--	--
		P.M.	5.3	A	EBL	0.110	--	--	--	--	--	--	--	--	12.0	B	SBT	0.270	--	--
SR 17 & Waverly Rd	Stop	A.M.	18.3	C	EBL	0.230	--	--	--	--	1.5	A	NBL	0.070	--	--	--	--	--	--
		P.M.	78.6	F	EBL	1.000	--	--	--	--	1.5	A	NBL	0.090	--	--	--	--	--	--
US 27 & Waverly Rd	Signal	A.M.	87.3	F	EBR	1.069	85.7	F	WBT	0.886	34.9	C	NBL	0.872	42.5	D	SBL	0.801	50.1	D
		P.M.	136.9	F	EBR	1.315	140.9	F	WBT	1.034	48.9	D	NBL	0.968	60.1	E	SBR	0.934	76.0	E

The study intersections were next analyzed using the total projected traffic, including the project trips. The results of the analysis are included in **Table 8,** which shows that the study intersections and site access driveways will operate similar to the background conditions upon the addition of the project trips. The addition of the project trips will not cause any additional intersection approaches to fail or to operate over-capacity. The failing westbound approach of the intersection of SR 17 and Site Access #2 is the only deficiency that is caused by the addition of the project trips and not by the background traffic. This condition will prevail until a signal becomes warranted and installed at this location. The detailed projected capacity analysis worksheets are included in **Appendix I.**

Project Impact Mitigation

The following mitigation measures have been identified in consultation with FDOT and the Town of Dundee to address the project impacts:

- SR 17 & Dundee Road (Main Street)

This intersection is failing due to the heavy eastbound left turns. The addition of an eastbound left turn phase is under consideration. Discussions with DOT are underway to determine a proportionate share of the cost of implementing this change in signal operations.

- SR 17 & Lake Trask Road

This intersection is failing due to the stop control of the minor street movements. Separate signal warrant and ICE analyses are underway to determine the preferred traffic control at the intersection. A preliminary proportionate share of the cost of implementing an approved traffic control at this location has been discussed with and submitted to the Town of Dundee.

- SR 17 & Waverly Road

A southbound right turn lane is warranted by the projected right turns (as well as the existing right turns) at this location. Due to right of way limitations, this improvement may not be feasible.

- SR 17 & Site Access/Welsh Road

A paved two-lane road (Welsh Road) is proposed to be constructed by the Developer. Signal warrant and ICE analyses are underway to determine the preferred traffic control at this location.

Coordination with Town of Dundee

An earlier version of this traffic study was submitted to the Town on Dundee. Upon review of the submitted TIA, comments were provided to the Developer. Four rounds of comments were made which are included **Appendix J** of this TIA along with responses. All of the comments were reviewed with the town staff and their traffic consultant. The technical aspects of the TIA including methodology, existing/projected Levels of service, improvement needs and mitigation measures were coordinated with the Town staff and their consultant. Further discussion and coordination are currently ongoing with the Town of Dundee.

Table 8
Projected Intersection Capacity Analysis

Intersection	Control	Time Period	EB				WB				NB				SB				Overall	
			Delay	LOS	Critical Mvmt	Highest v/c Ratio	Delay	LOS	Critical Mvmt	Highest v/c Ratio	Delay	LOS	Critical Mvmt	Highest v/c Ratio	Delay	LOS	Critical Mvmt	Highest v/c Ratio	Delay	LOS
US 27 & Dundee Rd	Signal	A.M.	70.3	E	EBL	0.860	76.5	E	WBR	0.860	48.4	D	NBL	0.925	55.7	E	SBL	0.861	59.7	E
		P.M.	89.5	F	EBL	0.908	94.8	F	WBL	0.866	62.0	E	NBL	0.938	73.1	E	SBL	1.022	75.5	E
SR 17 & Dundee Rd (Main St)	Signal	A.M.	228.0	F	EBL	2.285	133.5	F	WBT	0.000	43.4	D	NBT	0.414	32.7	C	SBR	0.874	129.3	F
		P.M.	378.8	F	EBL	3.188	48.0	D	WBT	0.974	42.9	D	NBT	0.426	31.7	C	SBR	0.847	184.9	F
SR 17 & Lake Trask Rd	Stop	A.M.	3.0	A	EBL	0.150	--	--	--	--	--	--	--	--	39.0	E	SBL	0.820	--	--
		P.M.	2.6	A	EBL	0.220	--	--	--	--	--	--	--	--	310.5	F	SBL	2.050	--	--
Lake Mabel Loop Rd & H.L. Smith Rd	Stop	A.M.	5.2	A	EBL	0.100	--	--	--	--	--	--	--	--	11.6	B	SBT	0.280	--	--
		P.M.	5.4	A	EBL	0.130	--	--	--	--	--	--	--	--	13.3	B	SBT	0.350	--	--
SR 17 & Waverly Rd	Stop	A.M.	22.2	C	EBL	0.320	--	--	--	--	1.5	A	NBL	0.080	--	--	--	--	--	--
		P.M.	197.7	F	EBL	1.450	--	--	--	--	1.4	A	NBL	0.100	--	--	--	--	--	--
US 27 & Waverly Rd	Signal	A.M.	81.1	F	EBR	1.019	92.2	F	WBT	0.911	36.4	D	NBL	0.877	44.5	D	SBL	0.811	51.0	D
		P.M.	136.9	F	EBR	1.324	165.3	F	WBT	1.127	48.8	D	NBL	0.968	60.1	E	SBR	0.934	77.8	E
Lake Mabel Loop Rd & Site Access #1	Stop	A.M.	--	--	--	--	0.5	A	WBL	0.020	12.3	B	NBT	0.180	--	--	--	--	--	--
		P.M.	--	--	--	--	1.7	A	WBL	0.070	14.4	B	NBT	0.170	--	--	--	--	--	--
SR 17 & Site Access #2	Stop	A.M.	--	--	--	--	31.0	D	WBL	0.580	--	--	--	--	0.4	A	SBL	0.020	--	--
		P.M.	--	--	--	--	67.9	F	WBL	0.730	--	--	--	--	1.0	A	SBL	0.100	--	--

Turn Lane Analysis

Access to the site is proposed via full access driveways on Lake Mabel Loop Road and SR 17. At the Lake Mabel Loop Road driveway (Site Access #1), there is an existing westbound left turn lane. At the SR 17 driveway (Site Access #2), the Developer is proposing to provide auxiliary left and right turn lanes to serve the project traffic. To determine the need for an additional eastbound right turn lane at the Lake Mabel Loop Road driveway, analysis was conducted using the NCHRP Report 457. The analysis determined that an additional eastbound right turn is not required. The NCHRP turn lane analysis sheets are included in **Appendix K.**

To determine if the existing/proposed turn lanes are sufficient to serve the project traffic, turn lane analysis was conducted. The results of the analysis are summarized in **Table 9,** which shows that the existing/proposed turn lanes are sufficient to serve the project traffic. Only the existing eastbound left turn lane at the intersection of SR 17 and Waverly Road is insufficient and should be extended. It should be noted, however, that the queue length in the background condition is 8.5 vehicles, therefore this lane will be deficient regardless of the addition of the project traffic.

Table 9
Turn Lane Analysis

Lane	Time Period	Deceleration Distance* (ft)	Queue Length**		Total Length (ft)	Existing/Proposed Length (ft)	Sufficient?
			veh	feet			
SR 17 & Waverly Road							
EBL	A.M.	290	1.3	32.5	322.5	420.0	No
	P.M.	290	14.8	370.0	660.0		
Lake Mabel Loop Road & Site Access #1							
WBL	A.M.	240	0.1	25.0	265.0	270.0	Yes
	P.M.	240	0.2	25.0	265.0		
SR 17 & Site Access #2 (Welsh Road)							
NBR	A.M.	405	0.0	0.0	405.0	400.0	Yes
	P.M.	405	0.0	0.0	405.0		
SBL	A.M.	405	0.1	25.0	430.0	455.0	Yes
	P.M.	405	0.3	25.0	430.0		

* As per FDM 212

** As per the Projected HCS analysis, use min 1 veh = 25 ft

STUDY CONCLUSIONS

This analysis was undertaken in order to assess the traffic impact of the proposed Valencia Ridge development in Dundee, Polk County. Located on the south side of Lake Mabel Loop Road and to the east of SR 17, the development will consist of 576 single-family dwelling units to be completed by 2028. The results of the study as documented herein are summarized below:

- The proposed development will generate 5,052 new daily trips, of which 367 will occur in the A.M. peak hour and 515 in the P.M. peak hour.

- The development's trips will significantly impact segments of H.L. Smith Road, Lake Mabel Loop Road, SR 17 (Ridge Scenic Highway), Dundee Road, and Waverly Road. These segments currently operate satisfactorily and will continue to do so with project trips added in 2028, except for the segment of Dundee Road from US 27 to SR 17. This segment will operate over-capacity due to the background growth of the existing traffic and the addition of the committed trips. This segment will fail regardless of the addition of the project traffic.

- The study intersections currently operate at overall satisfactory Levels of Service but there are failing intersection approaches primarily due to background growth of existing traffic plus committed trips. The project is adding trips to these failing approaches which will require mitigation as follows:

  - At SR 17 and Dundee Road (Main Street)
    The addition of Eastbound Left turns phase to the signal operations.

  - At SR 17 & Waverly Road
    The addition of a southbound right turn lane on a proportionate share basis (if right of way is available)

  - At SR 17 and Welsh Road
    A paved two-lane roadway to serve the development along with the approved traffic control based upon ICE.

    These mitigations measured are being communicated with FDOT and the Town of Dundee along with proportionate share calculation for the Developer.

APPENDICES

APPENDIX A

Related Correspondence

Appendix A - Table of Contents

Item	Page Number
Town of Dundee Comments	A - 1
FDOT Comments	A - 6

DEAKIN PROPERTY SERVICES

2905 Bayshore Boulevard
Suite 200
Tampa, FL 33629
(O) 813-839-2811
(F) 813-839-1481

August 21, 2023

Ms. Brenda Carter (via email: bcarter@Townofdundee.com)
Development Services Clerk
Town of Dundee
124 Dundee Road
Dundee, FL 33838

RE: Traffic Review Comments, 08/17/23 DRC Meeting, Velencia Ridge Major Traffic Study

COMMENTS:

As a consultant to the Town of Dundee via a subconsultant contract with Rayl Engineering and Surveying, LLC, below is a summary of traffic review comments from the Valencia Ridge DRC meeting 08/17/23.

TRAFFIC REVIEW COMMENTS FROM THE VALENCIA RIDGE DRC MEETING 08/17/23 INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING

1. **Send Valencia Ridge Information to Brenda Carter and Lorraine Peterson, Town Of Dundee, So That They Have a File of All Correspondence and Information Submitted By, and Submitted to the Valencia Ridge Applicant**

   Please send comments, responses to traffic review comments, traffic analyses, summaries of telephone conversation, and any other Valencia Ridge related information that is requesting Town of Dundee approval, or be reviewed by the Town of Dundee, to Brenda Carter and Lorraine Peterson, Town of Dundee; so that they have a file of all correspondence and information submitted by, and submitted to the Valencia Ridge Applicant.

   Send me a cc of the traffic information, analyses, etc., that you sent to Brenda Carter and Lorraine Patterson.

2. **Use Existing Traffic Counts and a Compound Growth Rate**

   The existing traffic counts previously used in the May 23, 2023, Revised April 2022 Velencia Ridge Major Traffic Study may be used, and need to be factored up to the new build-out year of 2028. Use a compound growth rate of 2 percent per year.

3. **Use the Valencia Ridge Trip Distribution Pattern from the Previous Velencia Ridge Major Traffic Study**

   Use the Valencia Ridge trip distribution pattern from the previous Valencia Ridge Major Traffic Study.

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4. **Committed Trips from other Projects**

   Use the same committed trips from other projects as were noted in the previous May 23, 2023, Revised April 2022 Velencia Ridge Major Traffic Study

5. **Acceptable Level of Service Standard for an Intersection Lane Group Movements**

   In a change from what was discussed at the DRC meeting, after researching the Highway Capacity Manual, 2020, TRB, Volume 3, Interrupted Flow, an intersection lane group level of service F is acceptable for an intersection lane group movement if the level of service F is based solely on control delay. However, if the intersection lane group movement level of service F is based on a v/c ratio over 1.0, then the level of service is not acceptable.

6. **Transportation Review Participants and Coordination of Information**

   Because of the transportation impacts on FDOT roadways, County roadways and Town of Dundee roadways, the FDOT, Polk County, Central Florida Regional Planning Council, and the Town of Dundee will review the transportation impacts of the referenced project.

   Please provide to the Town of Dundee a copy of any reports, analysis, correspondence, or any other information the Applicant has had with the FDOT, Polk County, or the Central Florida Regional Planning Council.

7. **Add Specific Date to Report**

   Please add a specific date to future Major Traffic Study reports. For example, rather than dating a report "January, 2023" date the report "January, xx, 2023."

8. **Add Intersection Numbers to the Intersections Shown in Figures Shown in Appendices**

   Please add the Applicant's intersection number to each intersection shown in figures, and as shown in appendices.

9. **Add Page Numbering and Table of Contents for Each Appendix.**

   In any material submitted in the future to the Town of Dundee, for this project, or any other project, please consecutively number every page, hand numbering is acceptable.

   If there is an Appendix in a report, e.g., Appendix A, number the pages A-1, A-2, etc. Also, do not combine existing and background intersection analyses, and total buildout intersection analyses into the same appendix.

   Additionally, if any appendix is more than 5 pages, please provide a table of contents at the beginning of the appendix. In non-Synchro appendices, in the appendix table of contents note the item, scenario, and page number of the item on each page in the appendix.

   In appendices that contain Synchro analysis printout, please provide a table of contents at the beginning of each Synchro appendix that notes, at a minimum; the intersection name, intersection number (intersections are numbered by the Applicant), analysis scenario (existing, future background, future background with improvements, total traffic at buildout, total traffic at buildout with improvements), AM or PM analysis, intersection overall level of service, intersection level of service for each approach, are improvements required (yes, no), if improvements were required, note what the improvement entails.

10. Synchro Analyses, Capacity and other Warnings, and V/C over 1.0

For each intersection Synchro analysis, check the bottom of each printout page for each intersection for notes. For example, if at the bottom of a printout page is a "~ " symbol, the note for this symbol is: "Volume exceeds capacity, queue is theoretically infinite." Another example is a "#" symbol. The note for this symbol is: "95th percentile volume exceeds capacity, queue may be longer."

Please make sure that for each intersection, that all of the final, projected intersection analysis does not have any of these warnings, or other warnings at the bottom of the Synchro printout, or a v/c ratio over 1.0.

If there is a warning, or if the approach movement has a v/c ratio over 1.0, please add an improvement that eliminates the warnings and or v/c ratio over 1.0, and rerun the analysis to document that the improvement eliminates the warning and or v/c ratio over 1.0.

11. Use Pedestrian Calls from Count Field Data Sheets in Synchro Analysis

The intersection count field data sheets note that during the AM or PM peak period, some of intersections had pedestrian calls. But the pedestrian calls were not incorporated into the Synchro analyses. Please incorporate the pedestrian calls from the field data sheets into the Synchro analyses.

12. Intersection Approaches, Level of Service Standard

As noted in the Polk County Land Development Code, Appendix C, Polk County Traffic Impact Study, Methodology and Procedures, Section I, paragraph 3: "When an intersection analysis is required, the performance standard for the roadway segment shall govern the intersection approaches."

In some of the Applicant's Synchro analysis, a roadway segment intersection approach has a worse level of service than the performance standard for the roadway segment, and no improvements are proposed that would raise the approach level of service to be equal to, or better than the segment roadway level of service standard. Please revise the analyses to be consistent with Polk County methodology and procedures.

13. Intersection Signal Phasing and Red Times

In the May 2023 revised April 22 Major Traffic Study, TIS, the US 27 & Waverly Road intersection, improved condition (pages F-39, F-40), and the US 27 & SR 542 intersection, improved condition (pages F-31, F-32); dual lane permissive left turns against opposing through movements, are assumed. FDOT does not accept this traffic signal phasing. Please revise the analyses to eliminate dual lane permissive left turns against opposing through movements,

In the May 2023 revised April 22 Major Traffic Study, SR 17 & Lake Trask intersection projected analysis, page F-35 and F-36, and the SR 17 &Waverly Road intersection (pages 37, F-38) the projected red time is 0.0 seconds. This is not acceptable. Please assume a red time for any signalized intersection.

14. Mitigation/Proportionate Share Analyses

Please conduct a mitigation/proportionate share analysis (see Florida Statute 163.1380, (5)(h)), and provide intersection results printouts, intersection analyses software, and written summaries that documents the analyses, mitigation, and conclusions.

One of the concepts of proportionate share is that the Applicant's proposed project only has a proportionate share obligation for needed improvements that are a result of the Applicant's proposed project. The Applicant is not responsible for needed improvements that are a result of background and other vested project traffic.

Determining what improvements are subject to a proportionate share responsibility of the Applicant are briefly, outlined below:

(a). Conduct an Applicant's project build out year capacity analyses on the existing network with only background and vested traffic from other projects (do not include the Applicant's proposed project traffic).

(b). If improvements are needed because of (a) above, add those needed improvements to the roadway network and rerun the build out year capacity analyses with only background and vested traffic from other projects to ensure that there are no deficiencies with the improvements.

(c). Next, run a capacity analysis for the project buildout year with total traffic (the Applicant's proposed project traffic, plus the background and vested traffic from other projects) using the improved roadway network (if improvements were necessary as the result of (b) above). If there are no roadway network deficiencies, then a proportionate share analysis is not required.

(d). If roadway network improvements are needed in (c) above, add those needed improvements to the roadway network and rerun the project buildout year capacity analyses with total traffic to ensure that there are no deficiencies.

(e). If roadway network improvements are needed in (d) above, then conduct a proportionate share analysis of the needed improvements that are noted in (d) above.

(f). The proportionate-share contribution is calculated based on the number of project trips expected to reach roadways during the peak hour from the stage or phase being approved, divided by the change in the peak hour maximum service volume of roadways resulting from construction of an improvement necessary to maintain or achieve the adopted level of service multiplied by the construction cost necessary to maintain or achieve the adopted level of service.

15. Provide a Software Copy of the Synchro Files

Please provide an electronic software copy of the Synchro files so that the reviewer can review the files for input data, output data, and error messages.

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16. **Provide a Complete, Revised Major Traffic Study**

Please provide a complete, revised Major Traffic Study that is a standalone document that includes the responses to the comments/questions and request for additional information. A standalone document is requested so that the responses are not spread out among several different documents.

Sincerely,

Deakin Property Services, Inc.

George Deakin, P.E.
Vice President

Cc: Brenda Carter <bcarter@Townofdundee.com>; Lorraine Peterson <lpeterson@Townofdundee.com>

C:\Users\George\OneDrive\Documents\GEORGE'S FILES\Dundee, Town, Traffic Consultant\Valencia Ridge\082123 Traffic Review Comments, Valencia Ridge Major Traffic Study, DRC Meeting, 081723.docx

Sean Smith

From: Turgut Dervish
Sent: Friday, August 25, 2023 3:06 PM
To: Sean Smith
Subject: FW: Valencia Ridge Reserve

FYI

Turgut Dervish, P.E., President
TRAFFIC PLANNING AND DESIGN, INC.
535 Versailles Drive
Maitland, Florida 32751
407-628-9955
turgut@tpdtraffic.com

From: Elaina Hilyard <EHilyard@QuiggEngineering.com>
Sent: Friday, August 25, 2023 2:31 PM
To: Turgut Dervish <turgut@tpdtraffic.com>
Cc: Rita Merhi <rita@tpdtraffic.com>; Tom Chapman <tom@CornerstoneLandCompany.com>; Susan Collins <susan@CornerstoneLandCompany.com>; Joe Esposito (progresshomes@gmail.com) <progresshomes@gmail.com>; David Holden <DHolden@QuiggEngineering.com>
Subject: Valencia Ridge Reserve

Turgut,
I received the following comments from FDOT regarding the traffic study:

1. Nearly 600 homes by the proposed buildout year of 2025 seems aggressive. Please confirm this information is accurate or if a different buildout year should be provided.
2. Please provide HCS files as well as the timing sheets used for the signalized intersections (AM and PM peaks). Some of the splits did not add up the cycle length and minimum green splits seemed low.
3. For HCS analysis, use 0.95 for PHF (even if raw counts show a PHF of 0.97) The input should be 0.95
4. To assist with the review process, can volume sheets show existing, Peak Season Conversion Traffic, growth, background (including approved development traffic), project traffic, and total traffic?

Hopefully you can incorporate these changes into the revision for Dundee as well. If you have any questions, please do not hesitate to contact me.

Thank you,

Elaina Hilyard
Engineering Technician

Office. (863) 422-5517 Ext. 4005
Email. ehilyard@quiggengineering.com
Address. 600 North Broadway Avenue Suite 301, Bartow, FL 33830

Notice/Disclaimer:

APPENDIX B

Polk County Roadway Network Database

Link	Road Segment	From	To	Roadway Characteristics					Estimated Traffic Characteristics					Peak Hour / Peak Season							Historical Crash Data		Multimodal Factors				
									2021	AADT	100th Highest Hour		Directional	Level	Direc-	LOS Standard		Volume to	Volume-to-	Projected	2017 - 2021		Transit	Sidewalk		Bicycle Facility	
				Lanes	Capacity Type	Segment Group	Segment Length	Functional Classification	Annual Avg. Daily Traffic	Growth Rate (%)	D-Factor	K-Factor	Two-Hour Average Volume	of Service	tional Capacity	Multi-Modal	High-Way	Capacity Ratio	Capacity Ratio In Five Years	LOS in Five Years	Total Crashes	Crash Rate	Presence	Presence	Coverage	Presence	Coverage
4044E	CLIFF RD	CR 35A (KATHLEEN RD)	US 98	2U	LS2	3.6	URBAN COLLECTOR	8,300	2.0	0.465	0.0870	240	C	790	TRANSITIONING	D	0.30	0.30	C	53	1.27	YES	PARTIAL	0.56	NONE	0.00
4044W	CLIFF RD	CR 35A (KATHLEEN RD)	US 98	2U	LS2	3.6	URBAN COLLECTOR	8,900	2.0	0.510	0.0900	400	C	790	TRANSITIONING	D	0.51	0.51	C	53	1.27	YES	PARTIAL	0.56	NONE	0.00
4039E	DUNSON ROAD	US 27	DEAD END EAST	2U	SD2	1.6	URBAN COLLECTOR	4,500	2.0	0.465	0.0900	189	C	880	TSDA	D	0.21	0.21	C	3	0.356	YES	PARTIAL	0.74	NONE	0.00
4039W	DUNSON ROAD	US 27	DEAD END EAST	2U	SD2	1.6	URBAN COLLECTOR	4,500	2.0	0.510	0.0900	207	C	880	TSDA	D	0.23	0.23	C	3	0.356	YES	PARTIAL	0.74	NONE	0.00
4056E	EAGLE LAKE LOOP RD/EAGLE AVE E	US 17 (4TH STREET)	CR 655 (RIFLE RANGE RD)	2U	LS2	3.3	URBAN COLLECTOR	6,800	2.0	0.465	0.0750	188	C	790	TCDD	E	0.21	0.23	C	31	1.284	YES	PARTIAL	0.48	NONE	0.00
4056W	EAGLE LAKE LOOP RD/EAGLE AVE E	US 17 (6TH STREET)	CR 655 (RIFLE RANGE RD)	2U	LS2	3.3	URBAN COLLECTOR	6,600	2.0	0.510	0.0750	174	C	790	TCDD	E	0.20	0.24	C	31	1.284	YES	PARTIAL	0.48	NONE	0.00
4058E	EDGEWOOD DRIVE E	SR 37 (FLORIDA AVENUE S)	CR 37B (LAKELAND HIGHLANDS ROAD)	2D	LD2	3.9	URBAN COLLECTOR	17,500	2.0	0.510	0.0750	630	C	830	MULTIMODAL	D	0.71	0.84	C	86	1.926	YES	FULL	1.62	NONE	0.00
4058W	EDGEWOOD DRIVE E	SR 37 (FLORIDA AVENUE S)	CR 37B (LAKELAND HIGHLANDS ROAD)	2D	LD2	3.9	URBAN COLLECTOR	17,500	2.0	0.465	0.0750	611	C	830	MULTIMODAL	D	0.74	0.81	C	86	1.926	YES	FULL	1.62	NONE	0.00
9116E	ELOISE LOOP ROAD	CR 655 (RIFLE RANGE ROAD)	EAGLE LAKE LOOP ROAD	2U	LS2	1.3	URBAN COLLECTOR	7,900	2.0	0.510	0.0900	360	C	790	TRANSITIONING	D	0.46	0.50	C	17	0.892	NO	PARTIAL	0.64	NONE	0.00
9116W	ELOISE LOOP ROAD	CR 655 (RIFLE RANGE ROAD)	EAGLE LAKE LOOP ROAD	2U	LS2	1.3	URBAN COLLECTOR	7,900	2.0	0.465	0.0833	349	C	790	TRANSITIONING	D	0.44	0.48	C	17	0.892	NO	PARTIAL	0.64	NONE	0.00
1180E	ERNIE CALDWELL ROAD	HELLER BROTHERS BLVD	PINE TREE TRAIL	4D	LD2	0.7	URBAN COLLECTOR	9,400	2.0	0.465	0.0750	328	C	1,800	TCDD	D	0.18	0.35	C	37	0.549	YES	PARTIAL	1.65	FULL	2.00
1180W	ERNIE CALDWELL ROAD	HELLER BROTHERS BLVD	PINE TREE TRAIL	4D	LD2	0.7	URBAN COLLECTOR	9,400	2.0	0.510	0.0750	359	C	1,800	TCDD	D	0.18	0.37	C	37	0.549	YES	PARTIAL	1.65	FULL	2.00
4110E	EVERHOUSE ROAD	CR 557 (BUENA VISTA DRIVE)	EXPERIMENT STATION ROAD	2U	LS2	1.1	URBAN COLLECTOR	3,300	2.0	0.465	0.0900	134	D	790	TRANSITIONING	D	0.20	0.21	C	3	0.414	NO	PARTIAL	0.62	NONE	0.00
4110W	EVERHOUSE ROAD	CR 557 (BUENA VISTA DRIVE)	EXPERIMENT STATION ROAD	2U	LS2	1.1	URBAN COLLECTOR	3,500	2.0	0.510	0.0900	161	C	790	TRANSITIONING	D	0.20	0.23	C	3	0.414	NO	PARTIAL	0.62	NONE	0.00
4012W	EXPERIMENT STATION ROAD	OLD HAINES CITY - LAKE ALFRED ROAD	EVERHOUSE ROAD	2U	LS2	0.6	URBAN COLLECTOR	3,200	2.0	0.510	0.0900	115	C	790	TRANSITIONING	D	0.15	0.16	C	4	1.377	NO	NONE	0.68	NONE	0.00
4013E	EXPERIMENT STATION ROAD	OLD HAINES CITY - LAKE ALFRED ROAD	EVERHOUSE ROAD	2U	LS2	0.6	URBAN COLLECTOR	3,300	2.0	0.465	0.0900	110	C	790	TRANSITIONING	D	0.14	0.15	C	4	1.377	NO	NONE	0.68	NONE	0.00
4107E	FIFTEENTH STREET SW	LAKE SHIRP DRIVE	LAKE HOWARD DRIVE SW	3U	LS2	0.4	URBAN COLLECTOR	5,500	2.0	0.510	0.0750	127	C	790	TCDD	E	0.16	0.16	C	1	0.417	NO	PARTIAL	0.67	NONE	0.00
4107E	FIFTEENTH STREET SW	LAKE SHIRP DRIVE	LAKE HOWARD DRIVE SW	3U	LS2	0.4	URBAN COLLECTOR	5,300	2.0	0.465	0.0750	122	D	790	TCDD	E	0.15	0.17	C	1	0.417	NO	PARTIAL	0.67	NONE	0.00
4066W	FIRST STREET SOUTH	SR 542 (CENTRAL AVE	SR 540 (CYPRESS GARDENS BLVD SE)	4D	LD2	1.3	MINOR ARTERIAL	26,300	2.0	0.465	0.0750	918	C	1,800	TCDD	E	0.51	0.56	C	115	1.915	YES	PARTIAL	1.67	NONE	0.00
4066S	FIRST STREET SOUTH	SR 542 (CENTRAL AVE	SR 540 (CYPRESS GARDENS BLVD SE)	4D	LD2	1.3	MINOR ARTERIAL	26,300	2.0	0.510	0.0750	999	C	1,800	TCDD	E	0.55	0.61	C	115	1.915	YES	PARTIAL	1.67	NONE	0.00
4115E	FITZGERALD ROAD	SR 37 (FLORIDA AVENUE S)	CR 37A (SCOTT LAKE ROAD)	2U	LS2	0.8	URBAN COLLECTOR	5,500	2.0	0.465	0.0900	240	C	790	TSDA	D	0.31	0.34	C	4	0.445	NO	PARTIAL	0.32	NONE	0.00
4115W	FITZGERALD ROAD	SR 37 (FLORIDA AVENUE S)	CR 37A (SCOTT LAKE ROAD)	2U	LS2	0.8	URBAN COLLECTOR	5,500	2.0	0.510	0.0900	263	C	790	TSDA	D	0.33	0.36	C	4	0.445	NO	PARTIAL	0.32	NONE	0.00
4331N	FLORIDA AVENUE N/FRESHMIRE ST	US 98	SR 542 (GRIFFIN ROAD)	3U	LS2	0.6	URBAN COLLECTOR	4,400	2.0	0.465	0.0750	154	D	790	TCDD	E	0.19	0.21	C	3	0.677	YES	PARTIAL	1.11	NONE	0.00
4331S	FLORIDA AVENUE N/FRESHMIRE ST	US 98	CR 542 (GRIFFIN ROAD)	3U	LS2	0.6	URBAN COLLECTOR	4,400	2.0	0.510	0.0750	169	C	790	TCDD	E	0.20	0.22	C	3	0.677	YES	PARTIAL	1.11	NONE	0.00
9088E	GASPWAY ROAD	SR 655 (BYRD LY ROAD)	CR 559	2U	LS2	1.9	URBAN COLLECTOR	3,800	2.0	0.465	0.0900	168	C	790	TRANSITIONING	D	0.21	0.23	C	6	0.402	NO	PARTIAL	0.09	NONE	0.00
9088W	GASPWAY ROAD	SR 655 (BYRD LY ROAD)	CR 559	2U	LS2	1.9	URBAN COLLECTOR	3,900	2.0	0.510	0.0900	174	C	790	TRANSITIONING	D	0.22	0.24	C	6	0.402	NO	PARTIAL	0.09	NONE	0.00
4333E	GATE JENKINS BLVD	SLOAN AVE N	SR 35 (FLORIDA AVE N)	4D	6D	0.4	PRINCIPAL ARTERIAL	19,300	2.0	0.465	0.0750	694	C	3,000	TCDD	E	0.33	0.36	C	91	1.760	YES	FULL	1.69	FULL	2.00
4333W	GATE JENKINS BLVD	SLOAN AVE N	SR 35 (FLORIDA AVE N)	4D	6D	0.4	PRINCIPAL ARTERIAL	19,300	2.0	0.510	0.0750	763	C	3,000	TCDD	E	0.34	0.38	C	91	1.760	YES	FULL	1.69	FULL	2.00
4310E	GRACE AVENUE E/HORNET DRIVE	SR 17/SIXTH STREET	30TH STREET	2U	LS2	1.1	URBAN COLLECTOR	3,400	2.0	0.465	0.0750	119	C	790	TCDD	E	0.15	0.17	C	1	1.073	YES	PARTIAL	1.03	NONE	0.00
4310W	GRACE AVENUE E/HORNET DRIVE	SR 17/SIXTH STREET	30TH STREET	2U	LS2	1.1	URBAN COLLECTOR	3,400	2.0	0.510	0.0750	124	C	790	TCDD	E	0.16	0.17	C	1	1.073	YES	PARTIAL	1.03	NONE	0.00
4314N	GREEN ROAD	DAUGHTERY RD W	DUFF RD	3U	LS2	1.0	URBAN COLLECTOR	6,800	2.0	0.510	0.0900	312	C	790	TRANSITIONING	D	0.40	0.43	C	3	0.218	NO	PARTIAL	1.01	NONE	0.00
4314S	GREEN ROAD	DAUGHTERTY RD W	DUFF RD	3U	LS2	1.0	URBAN COLLECTOR	6,900	2.0	0.465	0.0900	285	C	790	TRANSITIONING	D	0.36	0.40	C	3	0.218	NO	PARTIAL	1.01	NONE	0.00
9012E	HALLAM DRIVE	CLEVELAND HEIGHTS BLVD	CR 37B (LAKELAND HIGHLANDS ROAD)	2U	LS2	1.6	URBAN COLLECTOR	5,100	2.0	0.465	0.0900	220	C	790	TRANSITIONING	D	0.28	0.31	C	31	0.397	NO	PARTIAL	1.37	NONE	0.00
9012W	HALLAM DRIVE	CLEVELAND HEIGHTS BLVD	CR 37B (LAKELAND HIGHLANDS ROAD)	2U	LS2	1.6	URBAN COLLECTOR	5,100	2.0	0.510	0.0900	234	C	790	TRANSITIONING	D	0.30	0.33	C	31	0.397	NO	PARTIAL	1.37	NONE	0.00
9097E	HARDEN-COMBEE ROAD	SR 559 (COMBEE ROAD)	FISH HATCHERY ROAD	2U	LS2	0.8	URBAN COLLECTOR	1,700	2.0	0.510	0.0900	78	C	790	TSDA	D	0.10	0.11	C	6	1.073	NO	PARTIAL	0.09	NONE	0.00
9097W	HARDEN-COMBEE ROAD	SR 559 (COMBEE ROAD)	FISH HATCHERY ROAD	2U	LS2	0.8	URBAN COLLECTOR	1,700	2.0	0.465	0.0900	70	C	790	TSDA	D	0.09	0.10	C	6	1.073	NO	PARTIAL	0.09	NONE	0.00
4109S	HATCHER ROAD	SHEPHERD ROAD	EWELL ROAD	3U	LS2	1.0	URBAN COLLECTOR	3,100	2.0	0.510	0.0900	90	C	790	TSDA	D	0.11	0.13	C	2	0.520	NO	PARTIAL	0.16	NONE	0.00
4109S	HATCHER ROAD	SHEPHERD ROAD	EWELL ROAD	3U	LS2	1.0	URBAN COLLECTOR	3,100	2.0	0.465	0.0900	82	C	790	TSDA	D	0.10	0.12	C	2	0.520	NO	PARTIAL	0.16	NONE	0.00
9403E	HELLER BROTHERS BLVD	FDC GROVE ROAD	US 27	4D	CD2	0.4	URBAN COLLECTOR	2,500	2.0	0.510	0.0900	133	C	1,620	TSDA	D	0.08	0.09	C	2	0.387	YES	FULL	2.01	FULL	2.00
9403W	HELLER BROTHERS BLVD	FDC GROVE ROAD	US 27	4D	CD2	0.4	URBAN COLLECTOR	3,800	2.0	0.465	0.0900	138	C	1,620	TSDA	D	0.09	0.09	C	2	0.387	YES	FULL	2.00	FULL	2.00
4036E	HIGHLAND ST W/CREETWOOD ST W	CR 542 (OLD TAMPA HWY)	SR 562 (DIXIE BLVD)	2U	LS1	2.1	URBAN COLLECTOR	3,400	2.0	0.510	0.0900	156	C	790	TSDA	D	0.16	0.18	C	23	1.194	YES	PARTIAL	1.09	NONE	0.00
4036W	HIGHLAND ST W/CREETWOOD ST W	CR 542 (OLD TAMPA HWY)	SR 562 (DIXIE BLVD)	2U	LS1	2.1	URBAN COLLECTOR	3,600	2.0	0.465	0.0900	151	C	790	TSDA	D	0.15	0.17	C	23	1.194	YES	PARTIAL	1.09	NONE	0.00
4211E	HINSON AVENUE/POWER LINE ROAD	US 17/92	CR 560 (JOHNSON AVENUE)	3U	LS2	2.2	URBAN COLLECTOR	8,500	2.0	0.465	0.0750	312	C	790	TCDD	E	0.42	0.46	C	36	0.948	YES	PARTIAL	0.38	NONE	0.00
4211W	HINSON AVENUE/POWER LINE ROAD	US 17/92	CR 560 (JOHNSON AVENUE)	3U	LS2	2.2	URBAN COLLECTOR	8,500	2.0	0.510	0.0750	343	C	790	TCDD	E	0.46	0.46	C	36	0.948	YES	PARTIAL	0.38	NONE	0.00
9316N	HOLLY HILL ROAD	CR 547	US 27	2U	LS2	2.5	URBAN COLLECTOR	6,100	2.0	0.465	0.0750	213	C	790	TCDD	E	0.27	0.30	C	36	1.639	NO	PARTIAL	0.66	NONE	0.00
9316E	HOLLY HILL ROAD	CR 547	US 27	2U	LS2	2.5	URBAN COLLECTOR	6,100	2.0	0.510	0.0750	222	C	790	TCDD	E	0.28	0.31	C	36	1.639	NO	PARTIAL	0.66	NONE	0.00
9077N	INGRAHAM AVENUE	US 98	US 92 (MEMORIAL BLVD)	2D	CD2	0.8	URBAN COLLECTOR	4,900	2.0	0.465	0.0750	160	C	840	TCDD	E	0.20	0.22	C	18	2.334	YES	FULL	1.79	FULL	2.00
9077S	INGRAHAM AVENUE	US 98	US 92 (MEMORIAL BLVD)	2D	CD2	0.8	URBAN COLLECTOR	4,900	2.0	0.510	0.0750	174	C	840	TCDD	E	0.21	0.23	C	18	2.334	YES	FULL	1.79	FULL	2.00
9501E	INTERSTATE 4	SR 570 (POLK PARKWAY)	SR 33	8F	FS2	11.4	PRINCIPAL ARTERIAL	82,500	2.0	0.465	0.0820	4,578	C	5,630	SIS	D	0.73	0.93	C	902	3.470	NO	NONE	0.00	NONE	0.00
9501W	INTERSTATE 4	SR 570 (POLK PARKWAY)	SR 33	8F	FS2	11.4	PRINCIPAL ARTERIAL	82,500	2.0	0.510	0.0820	4,346	C	5,630	SIS	D	0.70	0.83	D	902	3.470	NO	NONE	0.00	NONE	0.00

Source: Polk Transportation Planning Organization April 8, 2022

Link	Road Segment	From	To	Roadway Characteristics				Estimated Traffic Characteristics				Peak Hour / Peak Season						Historical Crash Data 2017 - 2021		Multimodal Factors				
				Lanes	Capacity Group	Segment Length	Functional Classification	2021 Annual Avg. Daily Traffic	AADT Growth Rate (%)	100th Highest Hour D-Factor	K-Factor	Peak Hour Volume	Level of Service	Directional Capacity	LOS Standard Multi-Modal	LOS Standard Hwy	Volume to Capacity Ratio	Volume-to-Capacity Ratio on Five Years	Projected LOS in Five Years	Total Crashes	Crash Rate	Transit Presence	Sidewalk Presence	Sidewalk Coverage	Bicycle Facility Presence	Bicycle Facility Coverage
4033E	INTERSTATE 4	SR 547	OSCEOLA COUNTY LINE	6F	FI22	8.6	PRINCIPAL ARTERIAL	169,500	3.00	0.5100	0.0900	4,918	D	5,630		D	0.82	0.89	D	1,369	0.779	NO	NONE	0.00	NONE	0.00
4033W	INTERSTATE 4	US 27	OSCEOLA COUNTY LINE	6F	FI22	9.6	PRINCIPAL ARTERIAL	165,500	3.00	0.5400	0.0935	4,423	C	5,630		D	0.79	0.87	D	1,305	0.776	NO	NONE	0.00	NONE	0.00
4033E	KINNEY HARMON ROAD	US 17/92	OSCEOLA COUNTY LINE	3U	U22	1.0	URBAN COLLECTOR	10,000	3.00	0.5100	0.0900	498	C	760	TRANSITIONING	D	0.58	0.64	C	2	0.383	NO	PARTIAL	1.06	FULL	2.00
4033W	KINNEY HARMON ROAD	US 17/92	OSCEOLA COUNTY LINE	3U	U22	1.0	URBAN COLLECTOR	10,000	3.00	0.4900	0.0900	441	C	760	TRANSITIONING	D	0.56	0.61	C	1	0.083	NO	PARTIAL	1.06	FULL	2.00
7501E	LAKE BELULAH DR	OLIVE ST	OLIVE ST	2U	U21	1.2	URBAN COLLECTOR	2,400	3.00	0.5100	0.0750	67	C	760	TODD	E	0.11	0.13	C	4	1.342	YES	PARTIAL	1.43	NONE	0.00
7501W	LAKE BELULAH DR	OLIVE ST	OLIVE ST	2U	U21	1.3	URBAN COLLECTOR	2,400	3.00	0.4900	0.0750	64	C	760	TODD	E	0.11	0.12	C	4	1.342	YES	PARTIAL	1.43	NONE	0.00
4103N	LAKE HAMILTON DR W	COUNTRY CLUB RD N	SR 544 (LUCERNE PARK ROAD)	2U	U22	2.8	URBAN COLLECTOR	3,200	3.00	0.4900	0.0900	141	C	790	TRANSITIONING	D	0.18	0.20	C	10	0.614	NO	NONE	0.00	NONE	0.00
4103S	LAKE HAMILTON DR W	COUNTRY CLUB RD N	SR 544 (LUCERNE PARK ROAD)	2U	U22	2.8	URBAN COLLECTOR	3,300	3.00	0.5100	0.0900	147	C	790	TRANSITIONING	D	0.19	0.21	C	10	0.614	NO	NONE	0.00	NONE	0.00
8016E	LAKE ROLLINSWORTH DRIVE (NORTH)	BELMAR STREET	CRYSTAL LAKE DRIVE	2U	U22	1.1	URBAN COLLECTOR	3,300	3.00	0.4900	0.0750	340	C	790	MULTIMODAL	D	0.44	0.48	C	12	0.619	YES	FULL	1.87	PARTIAL	1.00
8016W	LAKE ROLLINSWORTH DRIVE (NORTH)	BELMAR STREET	CRYSTAL LAKE DRIVE	2U	U22	1.1	URBAN COLLECTOR	3,500	3.00	0.5100	0.0750	360	C	790	MULTIMODAL	D	0.46	0.50	C	12	0.619	YES	FULL	1.87	PARTIAL	1.00
4084E	LAKE HOWARD DRIVE	21ST STREET SW	AVENUE G NW	2U	U23	1.8	URBAN COLLECTOR	5,100	3.00	0.4900	0.0750	179	C	790	TODD	E	0.23	0.25	C	33	1.899	YES	PARTIAL	1.49	PARTIAL	0.14
4084W	LAKE HOWARD DRIVE	21ST STREET SW	AVENUE G NW	2U	U22	1.8	URBAN COLLECTOR	5,100	3.00	0.5100	0.0750	185	C	790	TODD	E	0.23	0.26	C	33	1.899	YES	PARTIAL	1.49	PARTIAL	0.14
4108E	LAKE LOWERY RD	OLD HAINES CITY-LAKE ALFRED RD	CR 17 (BOK CITY ROAD)	2U	H22	5.8	URBAN COLLECTOR	400	3.00	0.4900	0.0900	18	B	720	TRANSITIONING	D	0.03	0.03	B	6	1.369	NO	NONE	0.00	NONE	0.00
4108W	LAKE LOWERY RD	OLD HAINES CITY-LAKE ALFRED RD	CR 17 (BOK CITY ROAD)	2U	H22	5.9	URBAN COLLECTOR	400	3.00	0.5100	0.0900	18	B	720	TRANSITIONING	D	0.03	0.03	B	6	1.369	NO	NONE	0.00	NONE	0.00
8294E	LAKE MABEL LOOP RD/LAKE TRASK ROAD	CANAL AVENUE	SR 17 (SCENIC HIGHWAY)	2U	U21	2.1	URBAN COLLECTOR	4,100	3.00	0.4900	0.0750	183	C	790	TODD	E	0.23	0.25	C	3	0.191	NO	PARTIAL	0.17	NONE	0.00
8294W	LAKE MABEL LOOP RD/LAKE TRASK ROAD	CANAL AVENUE	SR 17 (SCENIC HIGHWAY)	2U	U21	2.1	URBAN COLLECTOR	4,100	3.00	0.5100	0.0750	149	C	790	TODD	E	0.19	0.21	C	3	0.191	NO	PARTIAL	0.17	NONE	0.00
8274W	LAKE MARION CREEK DR/MCMAH RD/EASTYWAY RD/ MIDWAY RD/LK MARION CREEK RD	POINCIANA PARKWAY	CR 580 (CYPRESS PARKWAY)	3U	M22	6.6	URBAN COLLECTOR	5,400	3.00	0.4900	0.0900	238	C	720	TRANSITIONING	D	0.33	0.36	C	43	0.725	NO	PARTIAL	0.23	PARTIAL	1.00
8274S	LAKE MARION CREEK DR/MCMAH RD/EASTYWAY RD/ MIDWAY RD/LK MARION CREEK RD	POINCIANA PARKWAY	CR 580 (CYPRESS PARKWAY)	3U	M22	6.0	URBAN COLLECTOR	5,400	3.00	0.5100	0.0900	246	C	720	TRANSITIONING	D	0.34	0.38	C	43	0.725	NO	PARTIAL	0.23	PARTIAL	1.00
4039E	LAKE MIRIAM DR	SR 37 (FLORIDA AVENUE S)	CR 37B (LAKELAND HIGHLANDS ROAD)	3U	M22	2.2	URBAN COLLECTOR	14,800	3.00	0.5100	0.0900	678	D	880	TRANSITIONING	D	1.90	1.16	F	89	1.402	YES	PARTIAL	1.08	NONE	0.00
4039W	LAKE MIRIAM DR	SR 37 (FLORIDA AVENUE S)	CR 37B (LAKELAND HIGHLANDS ROAD)	3U	M22	2.2	URBAN COLLECTOR	14,800	3.00	0.4900	0.0900	653	D	880	TRANSITIONING	D	0.94	1.06	F	89	1.402	YES	PARTIAL	1.08	NONE	0.00
4108E	LAKE WESLAKE DAIRY RD	CYPRESS GARDENS RD	CR 655 (OVERLOOK DRIVE SE)	2U	U23	2.0	URBAN COLLECTOR	3,900	3.00	0.4900	0.0900	262	C	790	TSDA	D	0.33	0.38	C	17	0.794	NO	PARTIAL	0.26	NONE	0.00
4108W	LAKE WESLAKE DAIRY RD	CYPRESS GARDENS RD	CR 655 (OVERLOOK DRIVE SE)	2U	U22	2.0	URBAN COLLECTOR	3,900	3.00	0.5100	0.0900	274	C	790	TSDA	D	0.34	0.39	C	17	0.794	NO	PARTIAL	0.26	NONE	0.00
8278E	LAKE WEEDY BOULEVARD N	CR 630	LAKE ARBUCKLE RD	2U	H22	4.9	URBAN COLLECTOR	900	3.00	0.4900	0.0900	39	B	720	TRANSITIONING	D	0.05	0.06	B	4	0.595	NO	NONE	0.00	NONE	0.00
8278W	LAKE WEEDY BOULEVARD M	CR 630	LAKE ARBUCKLE RD	2U	H22	4.9	URBAN COLLECTOR	900	3.00	0.5100	0.0900	37	B	720	TRANSITIONING	D	0.05	0.06	B	4	0.595	NO	NONE	0.00	NONE	0.00
8021E	LAKE SHORE DRIVE/WEST LAKE PARKER DRIVE	PARKER STREET	ERANADA STREET	2U	U22	1.8	URBAN COLLECTOR	3,800	3.00	0.5100	0.0750	143	C	760	TODD	E	0.19	0.23	C	24	1.739	NO	PARTIAL	1.18	PARTIAL	0.26
8021W	LAKE SHORE DRIVE/WEST LAKE PARKER DRIVE	PARKER STREET	ERANADA STREET	2U	U22	1.8	URBAN COLLECTOR	3,500	3.00	0.4900	0.0750	130	C	760	TODD	E	0.17	0.19	C	24	1.739	NO	PARTIAL	1.18	PARTIAL	0.26
8002S	LAKE STELLA DR	SR 559	SHELBY ST	2U	U21	0.3	URBAN COLLECTOR	3,500	3.00	0.5100	0.0750	91	C	790	TODD	E	0.09	0.09	C	0	0.000	YES	PARTIAL	0.86	NONE	0.00
8023E	LINE STREET	LAKE BEULAH DRIVE	SR 37 (FLORIDA AVENUE S)	4U	U22	0.6	URBAN COLLECTOR	10,700	3.00	0.5100	0.0750	366	C	1,710	TODD	E	0.23	0.25	C	11	0.803	YES	FULL	1.59	NONE	0.00
8023W	LINE STREET	LAKE BEULAH DRIVE	SR 37 (FLORIDA AVENUE S)	4U	U22	0.6	URBAN COLLECTOR	10,700	3.00	0.4900	0.0750	374	C	1,710	TODD	E	0.23	0.24	C	11	0.803	YES	FULL	1.59	NONE	0.00
8025E	LINE STREET	INGRAHAM AVENUE S	US 98 (BARTOW RD)	3U	U22	0.3	URBAN COLLECTOR	1,000	3.00	0.5100	0.0750	39	C	790	TODD	E	0.05	0.05	C	4	6.836	NO	PARTIAL	1.54	NONE	0.00
8025W	LINE STREET	INGRAHAM AVENUE S	US 98 (BARTOW RD)	3U	U22	0.3	URBAN COLLECTOR	1,000	3.00	0.4900	0.0750	35	C	790	TODD	E	0.04	0.05	C	4	6.836	NO	PARTIAL	1.54	NONE	0.00
8014N	LIVE OAK ROAD/LAKE SEWARD DRIVE	SR 370 (LAKELAND HIGHLANDS RD)	LAKE MARIAN DRIVE	3U	U22	1.5	URBAN COLLECTOR	1,800	3.00	0.4900	0.0900	78	C	790	TRANSITIONING	D	0.10	0.11	C	3	0.809	NO	PARTIAL	0.59	PARTIAL	0.26
8014S	LIVE OAK ROAD/LAKE SEWARD DRIVE	SR 370 (LAKELAND HIGHLANDS RD)	LAKE MARIAN DRIVE	2U	U22	1.5	URBAN COLLECTOR	1,800	3.00	0.5100	0.0900	83	C	790	TRANSITIONING	D	0.10	0.12	C	3	0.809	NO	PARTIAL	0.59	PARTIAL	0.26
8421N	LOGISTICS PARKWAY	OLD BARTOW LAKE WALES RD	INTERMODAL DRIVE	2U	M22	1.0	URBAN COLLECTOR	2,500	3.00	0.5100	0.0900	115	B	1,200	TSDA	D	0.10	0.11	B	0	0.000	NO	NONE	0.00	FULL	2.00
8421S	LOGISTICS PARKWAY	OLD BARTOW LAKE WALES RD	INTERMODAL DRIVE	2U	M22	1.0	URBAN COLLECTOR	2,500	3.00	0.4900	0.0900	110	B	1,200	TSDA	D	0.09	0.10	B	0	0.000	NO	NONE	0.00	FULL	2.00
8019N	LUCERNE LOOP ROAD NE	SR 544 (LUCERNE PARK ROAD)	OLD LUCERNE PARK ROAD	3U	U21	0.6	URBAN COLLECTOR	2,100	3.00	0.5100	0.0900	86	C	760	TRANSITIONING	D	0.12	0.13	C	0	0.000	YES	PARTIAL	0.47	NONE	0.00
8019S	LUCERNE LOOP ROAD NE	SR 544 (LUCERNE PARK ROAD)	OLD LUCERNE PARK ROAD	3U	U21	0.6	URBAN COLLECTOR	2,100	3.00	0.4900	0.0900	83	C	760	TRANSITIONING	D	0.12	0.13	C	0	0.000	YES	PARTIAL	0.47	NONE	0.00
8038N	LUMM ROAD	SHEPHERD ROAD	POWELL ROAD	3U	U22	1.5	URBAN COLLECTOR	6,000	3.00	0.4900	0.0900	265	C	790	TSDA	D	0.33	0.37	C	10	0.819	NO	PARTIAL	0.86	NONE	0.00
8038S	LUMM ROAD	SHEPHERD ROAD	POWELL ROAD	3U	U22	1.5	URBAN COLLECTOR	6,000	3.00	0.5100	0.0900	276	C	790	TSDA	D	0.35	0.39	C	10	0.819	NO	PARTIAL	0.86	NONE	0.00
8160N	LYNCHBURG ROAD/WYERS LANE	US 92	LAKE ALFRED ROAD	2U	U22	1.6	URBAN COLLECTOR	4,700	3.00	0.4900	0.0900	207	C	790	TRANSITIONING	D	0.26	0.29	C	10	1.116	NO	PARTIAL	0.89	NONE	0.00
8160S	LYNCHBURG ROAD/WYERS LANE	US 92	LAKE ALFRED ROAD	2U	U22	1.6	URBAN COLLECTOR	4,700	3.00	0.5100	0.0900	216	C	790	TRANSITIONING	D	0.27	0.30	C	10	1.116	NO	PARTIAL	0.89	NONE	0.00
8002N	MAIN STREET	US 92	LAKE STELLA DRIVE	2U	M22	0.7	URBAN COLLECTOR	6,900	3.00	0.5100	0.0750	247	C	880	TODD	D	0.28	0.31	C	47	5.949	YES	FULL	1.87	NONE	0.00
8002S	MAIN STREET	US 92	LAKE STELLA DRIVE	2U	M22	0.7	URBAN COLLECTOR	6,900	3.00	0.4900	0.0750	237	C	880	TODD	D	0.27	0.30	C	47	5.949	YES	FULL	1.87	NONE	0.00
8019E	MAIN STREET EXPLAMINGO DRIVE E	SR 60	SR 60	2U	M22	2.3	URBAN COLLECTOR	6,900	3.00	0.5100	0.0750	238	C	880	TODD	E	0.27	0.30	C	76	2.849	YES	PARTIAL	1.44	NONE	0.00
8019W	MAIN STREET EXPLAMINGO DRIVE E	SR 60	SR 60	2U	M22	2.2	URBAN COLLECTOR	6,900	3.00	0.4900	0.0750	227	C	880	TODD	E	0.26	0.29	C	76	2.849	YES	PARTIAL	1.44	NONE	0.00
8318E	MAIN STREET/SECOND STREET/SMITH AVENUE	US 27	SR 17 (SCENIC HIGHWAY)	3U	U22	1.0	URBAN COLLECTOR	1,800	3.00	0.5100	0.0750	69	C	790	TODD	E	0.09	0.10	C	3	0.669	YES	PARTIAL	0.37	NONE	0.00
8318W	MAIN STREET/SECOND STREET/SMITH AVENUE	US 27	SR 17 (SCENIC HIGHWAY)	3U	U22	1.0	URBAN COLLECTOR	1,800	3.00	0.4900	0.0750	66	C	790	TODD	E	0.08	0.09	C	3	0.669	YES	PARTIAL	0.37	NONE	0.00

Source: Polk Transportation Planning Organization April 8, 2022

Link	Road Segment	From	To	Roadway Characteristics				Estimated Traffic Characteristics				Peak Hour / Peak Season							Historical Crash Data 2017 - 2021		Multimodal Factors			
				Laneage Lane Type	Capacity Group	Segment Length	Functional Classification	2021 Annual Avg. Daily Traffic	AADT Growth Rate (%)	100th Highest Hour D-Factor	100th Highest Hour K-Factor	Two-Hour Average Volume	Level of Service	Directional Capacity	LOS Standard Multi-Modal	LOS Standard High-Way	Volume to Capacity Ratio	Volume-to-Capacity Ratio in Five Years	Projected LOS in Five Years	Total Crashes	Crash Rate	Transit Presence	Sidewalk Presence	Sidewalk Coverage	Bicycle Facility Presence	Bicycle Facility Coverage
930324	SR 17 (SCENIC HIGHWAY)	SEMINOLE AVE	PASSION PLAY RD	2L	K22	6.5	URBAN COLLECTOR	5,600	2.0	0.980	0.0750	190	B	1,900	TCOD	D	0.10	0.10	B	80	1,205	YES	PARTIAL	0.33	FULL	1.86
930325	SR 17 (SCENIC HIGHWAY)	SEMINOLE AVE	PASSION PLAY RD	2L	K22	6.5	URBAN COLLECTOR	5,600	2.0	0.910	0.0750	309	B	1,900	TCOD	D	0.27	0.16	B	80	1,205	YES	PARTIAL	0.33	FULL	1.86
930354	SR 17 (SCENIC HIGHWAY)	MOUNTAIN LAKE CUTOFF	MAVERLY RD	2L	K22	3.8	URBAN COLLECTOR	7,700	2.0	0.980	0.0750	386	B	1,900	TCOD	D	0.20	0.34	B	80	1,766	YES	PARTIAL	0.22	FULL	1.82
930353	SR 17 (SCENIC HIGHWAY)	MOUNTAIN LAKE CUTOFF	MAVERLY RD	2L	K22	3.8	URBAN COLLECTOR	7,700	2.0	0.910	0.0750	360	B	1,900	TCOD	D	0.23	0.36	B	80	1,766	YES	PARTIAL	0.22	FULL	1.82
930774	SR 17 (SCENIC HIGHWAY)	MAIN ST @ CENTER ST	SR 544	2L	K22	4.3	URBAN COLLECTOR	8,000	2.0	0.980	0.0750	378	C	4400	TCOD	D	0.44	0.46	C	69	1,580	YES	PARTIAL	0.13	PARTIAL	1.55
930775	SR 17 (SCENIC HIGHWAY)	MAIN ST @ CENTER ST	SR 544	2L	K22	4.3	URBAN COLLECTOR	8,000	2.0	0.910	0.0750	351	C	4400	TCOD	D	0.48	0.50	D	69	1,580	YES	PARTIAL	0.13	PARTIAL	1.55
930331	SR 33	N of @ SOCRUM LOOP RD N	N of	2L	K22	4.6	MINOR ARTERIAL	14,900	2.0	0.980	0.0750	3096	B	1,200	TCOD	D	0.41	0.46	B	204	1,576	YES	PARTIAL	0.63	FULL	1.89
930332	SR 33	N of @ SOCRUM LOOP RD N	N of	2L	K22	4.6	MINOR ARTERIAL	14,900	2.0	0.910	0.0750	927	B	1,200	TCOD	D	0.42	0.46	B	204	1,576	YES	PARTIAL	0.63	FULL	1.89
930349	SR 33	OLD POLK CITY ROAD	SR 559 (BROADWAY BLVD SE)	2L	K22	3.4	MINOR ARTERIAL	11,500	2.0	0.910	0.0750	402	B	1,200	TCOD	D	0.33	0.36	B	80	1,170	NO	PARTIAL	0.28	PARTIAL	1.77
930345	SR 33	OLD POLK CITY ROAD	SR 559 (BROADWAY BLVD SE)	2L	K22	3.4	MINOR ARTERIAL	11,000	2.0	0.980	0.0750	364	B	1,200	TCOD	D	0.31	0.35	B	80	1,170	NO	PARTIAL	0.28	PARTIAL	1.77
930774	SR 33 (LAKELAND HILLS BLVD)	BELLA VISTA ST E	N of @ SOCRUM LOOP RD N	4D	K22	1.9	MINOR ARTERIAL	26,000	2.0	0.910	0.0750	1,917	C	3,000	MULTI-MODAL	D	0.51	0.56	C	188	2,033	YES	FULL	1.84	PARTIAL	0.20
930775	SR 33 (LAKELAND HILLS BLVD)	BELLA VISTA ST E	N of @ SOCRUM LOOP RD N	4D	K22	1.9	MINOR ARTERIAL	26,000	2.0	0.980	0.0750	972	C	3,000	MULTI-MODAL	D	0.49	0.54	C	188	2,033	YES	FULL	1.84	PARTIAL	0.20
930324	SR 35 (BARTOW RD)	LAKE PARKER AVE S	MAIN ST E	4D	K22	3.6	PRINCIPAL ARTERIAL	30,500	2.0	0.910	0.0750	1,317	C	2,100	TCOD	D	0.56	0.56	C	89	3,348	YES	PARTIAL	0.85	FULL	2.00
930325	SR 35 (BARTOW RD)	LAKE PARKER AVE S	MAIN ST E	4D	K22	3.6	PRINCIPAL ARTERIAL	30,500	2.0	0.980	0.0750	1,170	C	2,100	TCOD	D	0.56	0.61	C	89	3,348	YES	PARTIAL	0.85	FULL	2.00
930324	SR 37	MANATEE COUNTY LINE	SR 674	2L	K22	4.7	MINOR ARTERIAL	3,800	2.0	0.980	0.0800	188	B	900	OTHER	C	0.19	0.22	B	22	0.674	NO	NONE	0.00	FULL	2.00
930325	SR 37	MANATEE COUNTY LINE	SR 674	2L	K22	4.7	MINOR ARTERIAL	3,800	2.0	0.910	0.0800	174	B	900	OTHER	C	0.19	0.21	B	22	0.674	NO	NONE	0.00	FULL	2.00
930324	SR 37	CR 640	ALAFIA RIVER (NORTH PRONG)	2L	K22	3.7	MINOR ARTERIAL	12,000	2.0	0.910	0.0750	436	B	1,200	MULTI-MODAL	D	0.36	0.36	B	20	0.810	YES	PARTIAL	0.21	FULL	2.00
930325	SR 37	CR 640	ALAFIA RIVER (NORTH PRONG)	2L	K22	3.7	MINOR ARTERIAL	12,000	2.0	0.980	0.0750	418	B	1,200	MULTI-MODAL	D	0.34	0.34	B	20	0.810	YES	PARTIAL	0.21	FULL	2.00
930324	SR 37 (CHURCH AVE S)	ALAFIA RIVER (NORTH PRONG)	SR 60 (CANAL STREET E)	4D	K22	0.4	MINOR ARTERIAL	15,500	2.0	0.980	0.0750	473	C	2,000	TCOD	D	0.24	0.26	C	28	3.791	YES	FULL	1.76	PARTIAL	1.43
930325	SR 37 (CHURCH AVE S)	ALAFIA RIVER (NORTH PRONG)	SR 60 (CANAL STREET E)	4D	K22	0.4	MINOR ARTERIAL	15,500	2.0	0.910	0.0750	434	C	2,000	TCOD	D	0.25	0.27	C	28	3.791	YES	FULL	1.76	PARTIAL	1.43
930354	SR 37 (FLORIDA AVE S)	ALAFIA RIVER (NORTH PRONG)	ALAFIA DR W	4D	K22	1.0	MINOR ARTERIAL	32,500	2.0	0.910	0.0750	1,174	C	3,000	TCOD	D	0.39	0.43	C	168	3,360	YES	FULL	1.72	NONE	0.00
930353	SR 37 (FLORIDA AVE S)	ALAFIA DR W	SR 570 (POLK PARKWAY)	4D	K22	1.0	MINOR ARTERIAL	32,500	2.0	0.980	0.0750	1,269	C	3,000	TCOD	D	0.42	0.46	C	168	3,360	YES	FULL	1.72	NONE	0.00
930354	SR 37 (FLORIDA AVE S)	ARIANA ST	MAIN ST E	4D	C22	1.3	MINOR ARTERIAL	31,400	2.0	0.980	0.0750	741	D	1,830	TCOD	D	0.40	0.50	D	198	4,043	YES	FULL	1.76	NONE	0.00
930353	SR 37 (FLORIDA AVE S)	ARIANA ST	MAIN ST E	4D	C22	1.3	MINOR ARTERIAL	31,400	2.0	0.910	0.0750	774	D	1,830	TCOD	D	0.42	0.52	D	198	4,043	YES	FULL	1.76	NONE	0.00
930334	SR 471	US 98	SUMTER COUNTY LINE	2L	K22	5.5	MINOR ARTERIAL	2,900	2.0	0.980	0.0800	172	B	900	OTHER	C	0.19	0.21	B	20	0.982	NO	NONE	0.00	NONE	0.00
930335	SR 471	US 98	SUMTER COUNTY LINE	2L	K22	5.5	MINOR ARTERIAL	2,900	2.0	0.910	0.0800	158	B	900	OTHER	C	0.20	0.23	B	20	0.982	NO	NONE	0.00	NONE	0.00
930346	SR 540 (CYPRESS GARDENS BLVD)	US 17	9TH ST SE	4D	C22	1.0	MINOR ARTERIAL	31,000	2.0	0.910	0.0750	1,130	D	1,800	TCOD	D	0.69	0.78	D	394	8,424	YES	FULL	1.73	PARTIAL	0.54
930349	SR 540 (CYPRESS GARDENS BLVD)	US 17	9TH ST SE	4D	C22	1.0	MINOR ARTERIAL	31,000	2.0	0.980	0.0750	1,063	D	1,800	TCOD	D	0.66	0.75	D	394	8,424	YES	FULL	1.73	PARTIAL	0.54
930356	SR 540 (CYPRESS GARDENS BLVD)	CR 555 (LOWESLOOK DRIVE SE)	CYPRESS GARDENS ROAD	4D	K22	2.9	MINOR ARTERIAL	26,000	2.0	0.910	0.0750	948	C	3,000	TCOD	D	0.47	0.53	C	352	7,880	YES	PARTIAL	1.03	FULL	2.00
930354	SR 540 (CYPRESS GARDENS BLVD)	CR 555 (LOWESLOOK DRIVE SE)	CYPRESS GARDENS ROAD	4D	K22	2.9	MINOR ARTERIAL	26,000	2.0	0.980	0.0750	909	C	3,000	TCOD	D	0.45	0.52	C	352	7,880	YES	PARTIAL	1.03	FULL	2.00
930355	SR 540 (WINTER LAKE RD)	US 98	REYNOLDS RD	2U	K22	0.5	MINOR ARTERIAL	16,400	2.0	0.980	0.0750	540	C	900	TCOD	D	0.60	0.68	C	99	6,901	YES	PARTIAL	0.94	PARTIAL	1.82
930354	SR 540 (WINTER LAKE RD)	US 98	REYNOLDS RD	2U	K22	0.5	MINOR ARTERIAL	16,400	2.0	0.910	0.0750	501	C	900	TCOD	D	0.64	0.71	C	99	6,901	YES	PARTIAL	0.94	PARTIAL	1.82
930335	SR 540 (WINTER LAKE RD)	SR 570 (POLK PARKWAY)	SPIRIT LAKE RD	4D	K22	3.8	MINOR ARTERIAL	26,500	2.0	0.980	0.0750	985	B	1,120	TCOD	D	0.29	0.31	B	251	1,109	NO	PARTIAL	0.38	FULL	2.00
930334	SR 540 (WINTER LAKE RD)	SR 570 (POLK PARKWAY)	SPIRIT LAKE RD	4D	K22	3.8	MINOR ARTERIAL	26,500	2.0	0.910	0.0750	917	B	1,120	TCOD	D	0.30	0.33	B	251	1,109	NO	PARTIAL	0.38	FULL	2.00
930356	SR 542 (CENTRAL AVE E)	SR 545 (FIRST STREET N)	BUCKEYE LOOP RD	2U	M22	2.1	MINOR ARTERIAL	13,100	2.0	0.980	0.0750	857	D	860	TCOD	D	0.97	0.97	D	129	2,560	YES	PARTIAL	1.12	PARTIAL	0.66
930354	SR 542 (CENTRAL AVE E)	SR 545 (FIRST STREET N)	BUCKEYE LOOP RD	2U	M22	2.1	MINOR ARTERIAL	13,100	2.0	0.910	0.0750	476	D	860	TCOD	D	0.54	0.62	C	129	2,560	YES	PARTIAL	1.12	PARTIAL	0.66
930335	SR 542 (DUNDEE ROAD)	CARL FLOYD RD	US 27	4D	M22	3.8	MINOR ARTERIAL	18,000	2.0	0.910	0.0800	875	C	2,000	TRANSITIONING	D	0.42	0.46	C	125	1,331	YES	PARTIAL	0.58	FULL	1.91
930354	SR 542 (SYKES CREEK PKWY)	CARL FLOYD RD	US 27	4D	M22	3.8	MINOR ARTERIAL	18,000	2.0	0.980	0.0800	933	C	2,000	TRANSITIONING	D	0.46	0.46	C	125	1,331	YES	PARTIAL	0.58	FULL	1.91
930335	SR 544 (WINTERDALE BLVD NW)	US 92	TWENTY SIXTH STREET NW	2D	C22	1.6	PRINCIPAL ARTERIAL	13,500	2.0	0.980	0.0750	760	C	2,520	MULTI-MODAL	D	0.31	0.34	C	360	6,154	YES	PARTIAL	2.31	NONE	0.00
930334	SR 544 (WINTERDALE BLVD NW)	US 92	TWENTY SIXTH STREET NW	2D	C22	1.6	PRINCIPAL ARTERIAL	13,500	2.0	0.910	0.0750	691	C	2,520	MULTI-MODAL	D	0.30	0.31	C	360	6,154	YES	PARTIAL	2.31	NONE	0.00
930335	SR 544 (LUCERNE PARK RD)	1ST ST N	US 27	2U	A22	6.2	PRINCIPAL ARTERIAL	16,000	2.0	0.980	0.0800	736	C	1,700	TRANSITIONING	D	0.51	0.87	C	212	1,137	YES	PARTIAL	0.35	PARTIAL	1.83
930334	SR 544 (LUCERNE PARK RD)	1ST ST N	US 27	2U	A22	6.2	PRINCIPAL ARTERIAL	16,500	2.0	0.910	0.0800	751	C	1,700	TRANSITIONING	D	0.63	0.68	C	212	1,137	YES	PARTIAL	0.35	PARTIAL	1.83
930335	SR 548 (HENDRON BLVD W)	US 92	MAGNOLIA AVE N	4D	M22	2.4	PRINCIPAL ARTERIAL	20,000	2.0	0.910	0.0750	740	C	3,200	TCOD	D	0.27	0.41	C	113	1,906	YES	PARTIAL	2.39	PARTIAL	1.55
930334	SR 548 (HENDRON BLVD W)	US 92	MAGNOLIA AVE N	4D	M22	2.4	PRINCIPAL ARTERIAL	20,000	2.0	0.980	0.0750	716	C	3,200	TCOD	D	0.26	0.39	C	113	1,906	YES	PARTIAL	2.39	PARTIAL	1.55
930334	SR 548 (BARTOW ROAD)	SR 35 (FLORIDA AVE N)	MAIN STREET E	4D	M22	5.6	PRINCIPAL ARTERIAL	31,500	2.0	0.910	0.0750	1,146	C	2,100	TCOD	D	0.57	0.63	C	91	1,100	YES	PARTIAL	0.83	PARTIAL	1.87
930335	SR 548 (BARTOW ROAD)	SR 35 (FLORIDA AVE N)	MAIN STREET E	4D	M22	5.6	PRINCIPAL ARTERIAL	31,500	2.0	0.980	0.0750	1,100	C	2,100	TCOD	D	0.59	0.65	C	91	1,100	YES	PARTIAL	0.83	PARTIAL	1.87
930335	SR 559	N of	SR 33	2U	A22	3.4	URBAN COLLECTOR	5,700	2.0	0.910	0.0750	377	B	1,900	TCOD	D	0.17	0.19	B	61	2,426	NO	PARTIAL	0.11	FULL	1.89
930336	SR 559	N of	SR 33	2U	A22	3.4	URBAN COLLECTOR	5,700	2.0	0.980	0.0750	166	B	1,900	TCOD	D	0.17	0.18	B	61	2,426	NO	PARTIAL	0.11	FULL	1.89
930354	SR 559 (MAIN STREET)	SR 600 (RECKER HIGHWAY)	US 92 (MAGNOLIA AVENUE)	2U	M22	0.9	URBAN COLLECTOR	9,000	2.0	0.910	0.0750	162	C	880	TCOD	E	0.21	0.23	C	30	2,938	NO	PARTIAL	0.40	NONE	0.00
930353	SR 559 (MAIN STREET)	SR 600 (RECKER HIGHWAY)	US 92 (MAGNOLIA AVENUE)	2U	M22	0.9	URBAN COLLECTOR	9,000	2.0	0.980	0.0750	176	C	880	TCOD	E	0.22	0.25	C	30	2,938	NO	PARTIAL	0.40	NONE	0.00

Source: Polk Transportation Planning Organization April 8, 2022

Link	Road Segment	From	To	Roadway Characteristics				Estimated Traffic Characteristics				Peak Hour / Peak Season						Historical Crash Data		Multimodal Factors			
				Laneage Lane Type	Capacity Group	Segment Length	Functional Classification	2021 Annual Avg. Daily Traffic	AADT Growth Rate (%)	100th Highest Hour D-Factor	100th Highest Hour K-Factor	Two-Hour Average Volume	Level of Service	Directional Capacity	LOS Standard Multi-Modal	Hourly Way	Volume to Capacity Ratio	Volume-to-Capacity Ratio in Five Years	Projected LOS in Five Years	2017 - 2021 Total Crashes	2017 - 2021 Crash Rate	Transit Presence	Sidewalk Presence	Sidewalk Coverage	Bicycle Facility Presence	Bicycle Facility Coverage
1330E	US 92	SR 579 (COMBEE ROAD W)	SR 655 (RECKER HIGHWAY)	4D	6D2	5.8	PRINCIPAL ARTERIAL	31,800	2.0	0.490	0.0750	1,110	C	3,000	TCQD	D	0.56	2.61	C	471	1.380	YES	PARTIAL	0.72	FULL	1.66
1330W	US 92	SR 579 (COMBEE ROAD W)	SR 655 (RECKER HIGHWAY)	4D	6D2	5.8	PRINCIPAL ARTERIAL	31,800	2.0	0.510	0.0750	1,158	C	3,000	TCQD	D	0.58	0.64	C	471	1.380	YES	PARTIAL	0.72	FULL	1.66
1337E	US 92 (MAGNOLIA AVE)	SR 655 (RECKER HIGHWAY)	SR 544 (WINDERMERE BLVD WW)	6D	6D2	1.8	PRINCIPAL ARTERIAL	32,200	3.0	0.490	0.0750	1,134	C	3,000	TCQD	D	0.37	0.41	C	244	0.746	YES	FULL	1.70	NONE	0.00
1337W	US 92 (MAGNOLIA AVE)	SR 655 (RECKER HIGHWAY)	SR 544 (WINDERMERE BLVD WW)	6D	6D2	1.8	PRINCIPAL ARTERIAL	31,200	3.0	0.510	0.0750	1,170	C	3,000	TCQD	D	0.39	0.43	C	244	0.746	YES	FULL	1.70	NONE	0.00
1340E	US 92 (NEW TAMPA HWY)	COUNTY LINE ROAD	SR 573 (AIRPORT ROAD)	2U	2U2	2.3	PRINCIPAL ARTERIAL	11,100	3.0	0.510	0.0750	866	C	860	TCQD	D	0.44	0.48	C	153	3.294	YES	NONE	0.00	PARTIAL	1.79
1340W	US 92 (NEW TAMPA HWY)	COUNTY LINE ROAD	SR 573 (AIRPORT ROAD)	2U	2U2	2.3	PRINCIPAL ARTERIAL	11,100	3.0	0.510	0.0750	866	C	860	TCQD	D	0.46	0.50	C	153	3.294	YES	NONE	0.00	PARTIAL	1.79
1352E	US 92 (WABASH AVE N)	GEORGE JENKINS BLVD	SR 546	4D	6D2	2.6	PRINCIPAL ARTERIAL	16,200	2.0	0.490	0.0750	595	C	3,000	TCQD	D	0.20	0.22	C	68	3.462	YES	FULL	1.74	NONE	0.00
1352W	US 92 (WABASH AVE N)	GEORGE JENKINS BLVD	SR 546	4D	6D2	2.6	PRINCIPAL ARTERIAL	16,200	2.0	0.490	0.0750	595	C	3,000	TCQD	D	0.20	0.22	C	68	3.462	YES	FULL	1.74	NONE	0.00
1370E	US 92/98 (MEMORIAL BLVD E)	LAKE PARKER AVENUE N	SR 655 (COMBEE RD N)	4D	6D2	2.1	PRINCIPAL ARTERIAL	32,600	2.0	0.510	0.0750	1,162	C	3,000	TCQD	D	0.40	0.44	C	354	1.353	YES	PARTIAL	0.86	PARTIAL	0.94
1370W	US 92/98 (MEMORIAL BLVD E)	LAKE PARKER AVENUE N	SR 655 (COMBEE RD N)	4D	6D2	2.1	PRINCIPAL ARTERIAL	32,600	2.0	0.490	0.0750	1,146	C	3,000	TCQD	D	0.39	0.43	C	354	1.353	YES	PARTIAL	0.86	PARTIAL	0.94
5401N	US 98	JAVON PARK CUTOFF ROAD	EDGEWOOD DR N	2U	2U2	4.5	PRINCIPAL ARTERIAL	4,350	2.0	0.490	0.0950	193	B	820	OTHER	C	0.23	0.25	B	54	1.077	NO	NONE	0.00	PARTIAL	0.19
5401S	US 98	JAVON PARK CUTOFF ROAD	EDGEWOOD DR N	2U	2U2	4.5	PRINCIPAL ARTERIAL	4,350	2.0	0.510	0.0950	193	B	820	OTHER	C	0.24	0.26	B	54	1.077	NO	NONE	0.00	PARTIAL	0.19
5402W	US 98	LYLE PKWY	CR 540A	4D	6D2	3.3	PRINCIPAL ARTERIAL	34,540	3.0	0.510	0.0930	1,767	C	3,000	998	D	0.59	0.64	C	156	3.894	YES	PARTIAL	1.01	FULL	2.00
5402E	US 98	LYLE PKWY	CR 540A	4D	6D2	3.3	PRINCIPAL ARTERIAL	34,540	3.0	0.490	0.0930	1,698	C	3,000	998	D	0.56	0.62	C	156	3.894	YES	PARTIAL	1.01	FULL	2.00
5407W	US 98	SR 540 (WINTER LAKE ROAD)	SR 570 (POLK PARKWAY)	4D	6D2	0.3	PRINCIPAL ARTERIAL	39,700	2.0	0.510	0.0750	1,446	C	3,000	TCQD	D	0.48	0.53	C	124	5.555	YES	PARTIAL	0.08	FULL	2.00
5407E	US 98	SR 540 (WINTER LAKE ROAD)	SR 570 (POLK PARKWAY)	4D	6D2	0.3	PRINCIPAL ARTERIAL	39,700	2.0	0.490	0.0750	1,382	C	3,000	TCQD	D	0.46	0.51	C	124	5.555	YES	PARTIAL	0.08	FULL	2.00
5410N	US 98	MEMORIAL BLVD	CR 557 (GRIFFIN ROAD)	4D	6D2	1.6	PRINCIPAL ARTERIAL	33,300	3.0	0.510	0.0750	1,705	C	3,000	TCQD	D	0.61	0.67	C	175	3.153	YES	FULL	1.80	FULL	2.00
5410S	US 98	MEMORIAL BLVD	CR 557 (GRIFFIN ROAD)	4D	6D2	1.6	PRINCIPAL ARTERIAL	33,300	3.0	0.490	0.0750	1,163	C	3,000	TCQD	D	0.58	0.64	C	175	3.153	YES	FULL	1.80	FULL	2.00
5412N	US 98	SLEEPY HILL RD	DAUGHTERY RD W	6D	6D2	1.8	PRINCIPAL ARTERIAL	44,000	3.0	0.490	0.0750	1,556	C	3,000	TCQD	D	0.51	0.56	C	373	2.647	YES	FULL	1.80	FULL	2.00
5412S	US 98	SLEEPY HILL RD	DAUGHTERY RD W	6D	6D2	1.8	PRINCIPAL ARTERIAL	44,000	3.0	0.510	0.0750	1,588	C	3,000	TCQD	D	0.53	0.58	C	373	2.647	YES	FULL	1.80	FULL	2.00
5415N	US 98	SR 471	PASCO COUNTY LINE	4U	0D2	1.0	PRINCIPAL ARTERIAL	9,400	3.0	0.510	0.0930	424	B	3,230	OTHER	C	0.18	0.21	B	44	1.758	NO	NONE	0.00	FULL	2.00
5415S	US 98	SR 471	PASCO COUNTY LINE	4U	0D2	1.0	PRINCIPAL ARTERIAL	9,400	3.0	0.490	0.0930	415	B	3,230	OTHER	C	0.18	0.20	B	44	1.758	NO	NONE	0.00	FULL	2.00
5417N	US 98	CR 557 (GRIFFIN ROAD)	5-F	4D	6D2	0.4	PRINCIPAL ARTERIAL	36,000	2.0	0.510	0.0750	1,413	C	3,000	TCQD	D	0.47	0.52	C	167	6.083	YES	FULL	1.74	FULL	2.00
5417S	US 98	CR 557 (GRIFFIN ROAD)	5-F	4D	6D2	0.4	PRINCIPAL ARTERIAL	36,000	2.0	0.490	0.0750	1,362	C	3,000	TCQD	D	0.45	0.50	C	167	6.083	YES	FULL	1.74	FULL	2.00
5418N	US 98	SECRUM LOOP RD W	ROCK RIDGE RD	4U	0D2	2.8	PRINCIPAL ARTERIAL	17,300	2.0	0.510	0.0750	625	B	2,940	TCQD	D	0.23	0.26	B	41	0.917	NO	NONE	0.00	FULL	2.00
5418S	US 98	SECRUM LOOP RD W	ROCK RIDGE RD	4U	0D2	2.8	PRINCIPAL ARTERIAL	17,300	2.0	0.490	0.0750	605	B	2,940	TCQD	D	0.23	0.25	B	41	0.917	NO	NONE	0.00	FULL	2.00
5439N	US 98 (LAKE PARKER AVE S)	BARTOW RD	MEMORIAL BLVD E	4D	C02	1.1	PRINCIPAL ARTERIAL	12,300	3.0	0.490	0.0750	349	C	1,630	TCQD	D	0.21	0.24	C	145	6.843	YES	FULL	1.71	NONE	0.00
5439S	US 98 (LAKE PARKER AVE S)	BARTOW RD	MEMORIAL BLVD E	4D	C02	1.1	PRINCIPAL ARTERIAL	12,300	3.0	0.510	0.0750	363	C	1,630	TCQD	D	0.22	0.25	C	145	6.843	YES	FULL	1.71	NONE	0.00
4150N	WABASH AVE S	ARIANA ST	US 92 (GEORGE JENKINS BLVD)	2U	L02	1.1	URBAN COLLECTOR	5,100	3.0	0.490	0.0950	367	C	750	TSDA	D	0.49	0.53	C	15	1.028	YES	PARTIAL	0.73	NONE	0.00
4150S	WABASH AVE S	ARIANA ST	US 92 (GEORGE JENKINS BLVD)	2U	L02	1.1	URBAN COLLECTOR	5,100	3.0	0.510	0.0950	372	C	750	TSDA	D	0.47	0.52	C	15	1.028	YES	PARTIAL	0.73	NONE	0.00
4157N	WALKER WATER RD	CR 630	SR 60	2U	H02	8.6	RURAL MAJOR COLLECTOR	1,200	2.0	0.490	0.0930	57	B	450	OTHER	C	0.13	0.14	B	52	1.527	NO	NONE	0.00	NONE	0.00
4157S	WALKER WATER RD	CR 630	SR 60	2U	H02	8.6	RURAL MAJOR COLLECTOR	1,300	2.0	0.510	0.0930	60	B	450	OTHER	C	0.13	0.15	B	52	1.527	NO	NONE	0.00	NONE	0.00
0150E	WALT LOOP ROAD	CR 542 (SOCRUM LOOP ROAD)	OLD POLK CITY ROAD	2U	L02	1.4	URBAN COLLECTOR	3,700	2.0	0.510	0.0950	418	C	750	TRANSITIONING	D	0.56	0.62	C	23	1.003	NO	PARTIAL	0.48	NONE	0.00
0150W	WALT LOOP ROAD	CR 542 (SOCRUM LOOP ROAD)	OLD POLK CITY ROAD	2U	L02	1.4	URBAN COLLECTOR	3,700	2.0	0.490	0.0950	401	C	750	TRANSITIONING	D	0.54	0.59	C	23	1.003	NO	PARTIAL	0.48	NONE	0.00
4062N	WARING ROAD	OLD MEDULLA ROAD	SR 570 (POLK PARKWAY)	2U	L02	1.1	URBAN COLLECTOR	10,700	2.0	0.490	0.0950	472	C	750	TSDA	D	0.60	0.69	C	6	2.219	NO	PARTIAL	0.84	PARTIAL	1.00
4062S	WARING ROAD	OLD MEDULLA ROAD	SR 570 (POLK PARKWAY)	2U	L02	1.1	URBAN COLLECTOR	10,700	2.0	0.510	0.0950	497	C	750	TSDA	D	0.62	0.69	C	6	2.219	NO	PARTIAL	0.84	PARTIAL	1.00
4554E	WATER TANK ROAD	SR 17 (SCENIC HIGHWAY)	DETOUR ROAD	2U	L02	0.5	URBAN COLLECTOR	400	2.0	0.490	0.0750	14	C	750	TCQD	E	0.02	0.02	C	1	2.675	NO	NONE	0.00	NONE	0.00
4554W	WATER TANK ROAD	SR 17 (SCENIC HIGHWAY)	DETOUR ROAD	2U	L02	0.5	URBAN COLLECTOR	400	2.0	0.510	0.0750	15	C	750	TCQD	E	0.02	0.02	C	1	2.675	NO	NONE	0.00	NONE	0.00
0239E	WATER TANK ROAD	RICE GROVE ROAD	TYNER ROAD	2U	H02	1.0	URBAN COLLECTOR	2000	2.0	0.510	0.0930	97	C	840	OTHER	C	0.11	0.12	C	1	0.726	NO	NONE	0.00	NONE	0.00
0239W	WATER TANK ROAD	RICE GROVE ROAD	TYNER ROAD	2U	H02	1.0	URBAN COLLECTOR	2000	2.0	0.490	0.0930	92	C	840	OTHER	C	0.11	0.12	C	1	0.726	NO	NONE	0.00	NONE	0.00
0402E	WEST EDGEWOOD DRIVE	SR 563	SR 37 (S FLORIDA AVE)	2U	C02	1.1	URBAN COLLECTOR	10,300	3.0	0.510	0.0930	473	D	750	TSDA	D	0.63	0.69	D	23	1.058	YES	PARTIAL	0.46	FULL	3.00
0402W	WEST EDGEWOOD DRIVE	SR 563	SR 37 (S FLORIDA AVE)	2U	C02	1.1	URBAN COLLECTOR	10,300	2.0	0.490	0.0930	464	D	750	TSDA	D	0.61	0.67	D	23	1.058	YES	PARTIAL	0.46	FULL	3.00
4420N	WESTRIDGE BLVD	CR 54 (RONALD REAGAN PARKWAY)	OSCEOLA COUNTY LINE	2U	B02	0.1	URBAN COLLECTOR	5,300	3.0	0.490	0.0930	234	D	880	TSDA	D	0.31	0.36	C	4	3.401	NO	PARTIAL	0.93	NONE	0.00
4420S	WESTRIDGE BLVD	CR 54 (RONALD REAGAN PARKWAY)	OSCEOLA COUNTY LINE	2U	B02	0.1	URBAN COLLECTOR	5,300	2.0	0.510	0.0930	243	D	880	TSDA	D	0.32	0.36	C	4	3.401	NO	PARTIAL	0.93	NONE	0.00
0053N	YATES ROAD	EWELL ROAD	RIPKEN ROAD W	2U	L02	1.5	URBAN COLLECTOR	5,900	3.0	0.510	0.0750	314	C	750	TCQD	E	0.21	0.30	C	6	3.368	NO	PARTIAL	0.34	NONE	0.00
0053S	YATES ROAD	EWELL ROAD	RIPKEN ROAD W	2U	L02	1.5	URBAN COLLECTOR	5,500	3.0	0.490	0.0750	286	C	750	TCQD	E	0.19	0.28	C	6	3.368	NO	PARTIAL	0.34	NONE	0.00

Source: Polk Transportation Planning Organization April 8, 2022

APPENDIX C

Turning Movement Counts, Geometry,
Traffic Controls and Seasonal Factors

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National Data & Surveying Services Intersection Turning Movement Count

Location: US 27/SR 25 & SR 542/Dundee Rd
City: Dundee
Control: Signalized

Project ID: 22-130069-001
Date: 3/17/2022

Data - Total

NS/EW Streets:	US 27/SR 25				US 27/SR 25				SR 542/Dundee Rd				SR 542/Dundee Rd				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	41	173	27	2	2	163	32	0	61	45	49	0	34	66	16	0	711
7:15 AM	47	210	30	3	13	228	41	0	56	54	67	0	41	73	11	0	874
7:30 AM	62	269	36	2	8	254	28	0	61	42	55	0	38	93	10	0	958
7:45 AM	52	255	28	2	20	224	46	2	73	51	45	0	55	77	14	0	944
8:00 AM	47	215	42	4	15	213	43	0	49	70	59	0	50	91	9	0	907
8:15 AM	51	278	29	1	22	246	61	1	47	47	67	0	46	84	10	0	990
8:30 AM	79	199	31	0	14	198	52	0	58	57	65	0	52	83	14	0	902
8:45 AM	65	214	27	2	13	195	46	1	49	55	42	0	50	67	15	0	841
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	444	1813	250	16	107	1721	349	4	454	421	449	0	366	634	99	0	7127
APPROACH %'s :	17.60%	71.86%	9.91%	0.63%	4.91%	78.91%	16.00%	0.18%	34.29%	31.80%	33.91%	0.00%	33.30%	57.69%	9.01%	0.00%	
PEAK HR :	07:30 AM - 08:30 AM																TOTAL
PEAK HR VOL :	212	1017	135	9	65	937	178	3	230	210	226	0	189	345	43	0	3799
PEAK HR FACTOR :	0.855	0.915	0.804	0.563	0.739	0.922	0.730	0.375	0.788	0.750	0.843	0.000	0.859	0.927	0.768	0.000	0.959
	0.930				0.896				0.935				0.962				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	47	298	42	5	29	283	58	4	63	49	60	0	57	52	14	0	1061
4:15 PM	81	297	52	1	36	210	58	1	51	60	63	0	52	66	13	0	1041
4:30 PM	63	301	50	3	20	285	61	0	73	73	64	0	61	72	10	0	1136
4:45 PM	70	287	46	4	31	249	51	2	54	82	51	0	43	86	14	0	1070
5:00 PM	41	319	50	5	26	299	71	0	76	73	67	0	59	75	11	0	1172
5:15 PM	60	326	35	7	22	257	60	0	57	88	71	0	40	60	9	0	1092
5:30 PM	68	317	52	7	18	309	60	1	66	71	62	0	48	61	19	0	1159
5:45 PM	59	307	41	3	30	233	44	2	44	83	64	0	39	74	18	0	1041
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	489	2452	368	35	212	2125	463	10	484	579	502	0	399	546	108	0	8772
APPROACH %'s :	14.62%	73.33%	11.00%	1.05%	7.54%	75.62%	16.48%	0.36%	30.93%	37.00%	32.08%	0.00%	37.89%	51.85%	10.26%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	239	1249	183	23	97	1114	242	3	253	314	251	0	190	282	53	0	4493
PEAK HR FACTOR :	0.854	0.958	0.880	0.821	0.782	0.901	0.852	0.375	0.832	0.892	0.884	0.000	0.805	0.820	0.697	0.000	0.958
	0.954				0.919				0.947				0.905				

Prepared by National Data & Surveying Services

US 27/SR 25 & SR 542/Dundee Rd

Peak Hour Turning Movement Count

ID: 22-130069-001
City: Dundee

Day: Thursday
Date: 3/17/2022

PEAK HOURS	COUNT PERIODS
07:30 AM - 08:30 AM	7:00 AM - 09:00 AM
NONE	NONE
04:45 PM - 05:45 PM	4:00 PM - 06:00 PM

US 27/SR 25 — SOUTHBOUND

AM	178	937	65	3	1293	AM
NOON	0	0	0	0	0	NOON
PM	242	1114	97	3	1558	PM

SR 542/Dundee Rd — EASTBOUND

AM	NOON	PM	
735	0	763	
0	0	0	0
230	0	253	0
210	0	314	0
226	0	251	0

CONTROL: Signalized

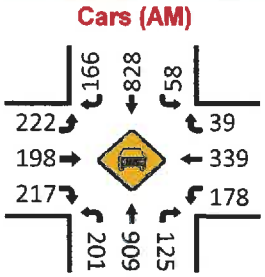
	AM	NOON	PM
TEV	3799	0	4493
PHF	0.96		0.96

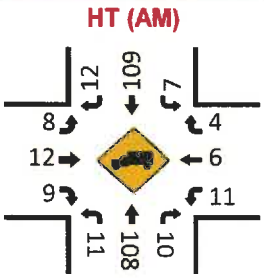
SR 542/Dundee Rd — WESTBOUND

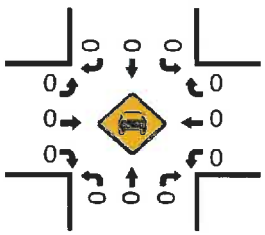
PM	NOON	AM	
53	0	43	0
282	0	345	0
190	0	189	0
0	0	0	0
594	0	410	

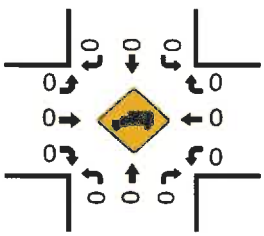
US 27/SR 25 — NORTHBOUND

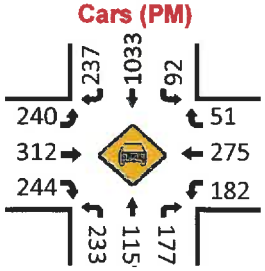
PM	1578	23	239	1249	183	PM
NOON	0	0	0	0	0	NOON
AM	1361	9	212	1017	135	AM

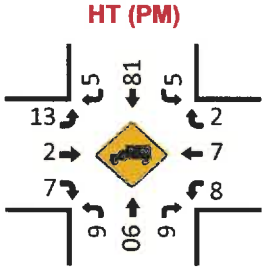


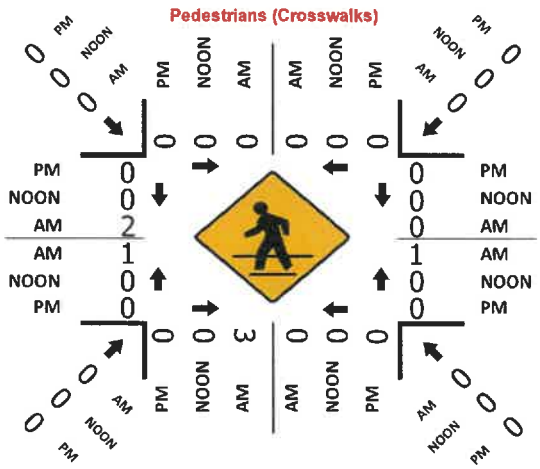












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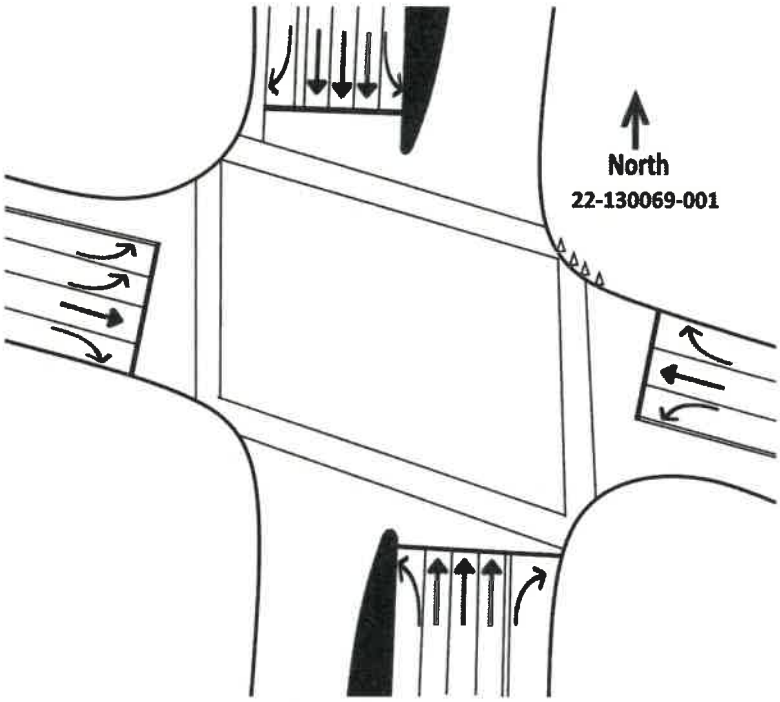
Site Code:	**22-130069-001**
Date:	**03/17/2022**
Weather:	**Sunny**
City:	**Dundee**
County:	**Polk**
Count Times:	**07:00 - 09:00**
	16:00 - 18:00
Control:	**Signalized**

SIGNAL TIMING

PHASES	1	2	3
NL/SL	00:27	00:28	00:28
NL/NT	00:21	00:21	00:20
NT/ST	01:04	01:03	01:03
EL/WL	00:36	00:36	00:39
ET/WT	00:52	00:53	00:50

N↑

N/S Street: **US 27/SR 25** | Speed: **50 MPH**



E/W Street: **SR 542/Dundee Rd** | Speed: **45 MPH**

Time of Day Plan

Designed By:	RM
Date:	03/2022
Checked By:	
Date:	

Arterial: SR 25 (US 27)
System ID: 16180B2
Section: 16180000
From: SR 542/Dundee Road
To: SR 544

ALL SEASON PLAN

Day	Time	Pattern	Cycle Length
Monday Thru Friday (Day 1)	0000 - 0630	-	FREE
	0630 - 0930	1	170
	0930 - 1300	2	170
	1300 - 1900	3	200
	1900 - 0000	-	FREE
Saturday (Day 2)	0000 - 0800	-	FREE
	0800 - 1030	6	170
	1030 - 1630	4	170
	1630 - 1900	6	170
	1900 - 0000	-	FREE
Sunday (Day 3)	0000 - 0930	-	FREE
	0930 - 1130	6	170
	1130 - 1630	5	170
	1630 - 1900	6	170
	1900 - 0000	-	FREE

Note:
1) This system is coordinated with System 16180B1 to the south during the morning, midday, weekend off-peak, and weekend peak periods.
2) US 27 & SR 544 runs in FREE all days and times

Designed By:	BMH
Date:	12/01/20
Checked By:	NJS
Date:	12/01/20

Location Details					
Section:	16180000			Mile Post:	8.694
Major Street:	SR 25 (US 27)			Orientation:	North-South
Minor Street:	SR 542/Dundee Road			Orientation:	East-West
Sig ID:	744	ATMS ID:	1301	System ID:	1618082

Controller Timings (seconds)

Movement # (Controller Phase Ø)	1	2	3	4	5	6	7	8	Notes
Direction	NBL	SB	EBL	WB	SBL	NB	WBL	EB	
Turn Type	Prot		Prot		Prot		Prot		
Min Green	5	24	5	7	5	24	5	10	
Ext	3.0	2.5	3.0	3.0	3.0	2.5	3.0	3.0	
Yellow	5.1	5.1	4.8	4.2	5.1	5.1	4.2	4.8	
All Red	3.0	2.0	2.6	3.2	3.0	2.0	2.7	2.1	
Max I	30	52	15	34	20	52	18	34	
Max II									
Walk		7		7		7		7	
Flashing Don't Walk		24		40		24		42	
Detector Memory									
Det. Cross Switch.									
Dual Entry		ON		ON		ON		ON	
Vehicle Recall		MIN				MIN			
CNA									
Rest in Walk									

Coordination Timings (seconds)

Pattern	C/O/S	Cycle Length	Splits								Offset	Sequence	Coord Ø
1	-	170	33	57	30	50	20	70	40	40	158	3	2
2	-	170	41	53	26	50	23	71	36	40	149	3	2
3	-	200	52	65	33	50	30	87	36	47	44	1	2
4	-	170	40	58	27	45	20	78	42	30	156	3	2
5	-	170	40	58	27	45	20	78	42	30	156	3	2
6	-	170	41	53	26	50	23	71	36	40	149	3	2

Offset Reference Point
End of Green

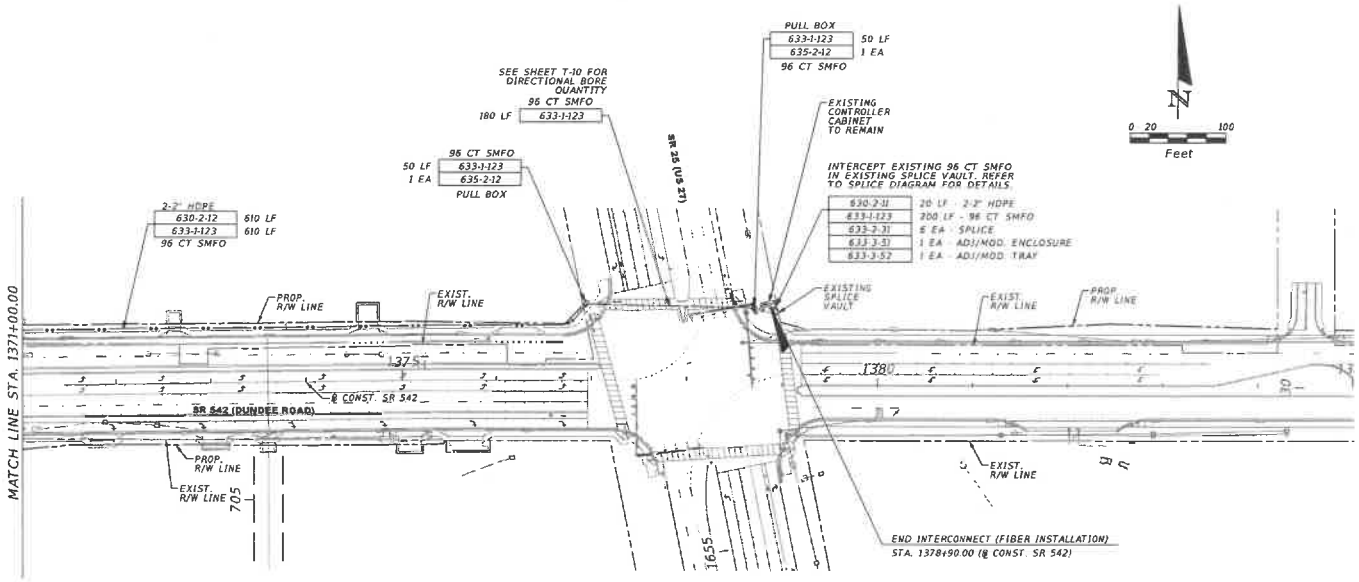
Notes:
1) Use 'Max I' during FREE operation and 'Inhibit Max' during coordination
2) Use Fixed Force Offs
3) Sequence 1 used during FREE operation
4) Max recall Ø2 and Ø6 during coordination
5) Program 8 seconds detection delay for minor street right turn movements
6) Controller Brand: Naztec, Controller Model: ATC
6.a) Program 'MinPerm' for pedestrian phases during coordination
6.b) 'Stop In Walk': ON
6.c) Program 'Return Hold' during coordination
6.d) Short/Long percentage is 10/22 for all patterns
6.e) Ped Recycle: 3478_INH

SOP 10 (Sequence 1)

Ring - 1	1	2	3	4
Ring - 2	5	6	7	8

SOP 10 (Sequence 3)

Ring - 1	2	1	3	4
Ring - 2	5	6	7	8



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ANGELO BELLUCCIA, P.E.
P.E. LICENSE NUMBER 46548
ICON CONSULTANT GROUP, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618
CERTIFICATE OF AUTHORIZATION NO. 8230

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 542	POLK	410686-3-52-01

INTERCONNECT PLAN (11)

SHEET NO. T-26

fgarcia 1/8/2020 1:19:05 PM c:\pw_work\aecnaf101\fernando.garcia\dm103437\plansp17.dgn

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE #1015.23.004, F.A.C.

National Data & Surveying Services Intersection Turning Movement Count

Location: Center St & SR 17/Main St/E Main St
City: Dundee
Control: Signalized

Project ID: 22-130069-002
Date: 3/17/2022

Data - Total

NS/EW Streets:	Center St				Center St				SR 17/Main St/E Main St				SR 17/Main St/E Main St				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	2	5	1	0	15	2	48	0	33	27	0	0	0	52	34	0	219
7:15 AM	0	2	0	0	27	1	53	0	44	41	0	0	0	78	53	0	299
7:30 AM	2	2	0	0	28	0	58	0	44	38	0	0	3	71	49	0	295
7:45 AM	3	8	0	0	29	1	65	0	30	53	0	0	0	83	50	0	322
8:00 AM	2	3	0	0	45	0	56	0	32	61	0	0	0	83	46	0	328
8:15 AM	5	3	0	0	32	0	63	0	34	53	0	0	0	87	35	0	312
8:30 AM	1	3	1	0	34	2	64	0	32	50	0	0	0	73	47	0	307
8:45 AM	1	3	1	0	31	1	48	0	41	40	0	0	0	76	50	0	292
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	16	29	3	0	241	7	455	0	290	363	0	0	3	603	364	0	2374
APPROACH %'s :	33.33%	60.42%	6.25%	0.00%	34.28%	1.00%	64.72%	0.00%	44.41%	55.59%	0.00%	0.00%	0.31%	62.16%	37.53%	0.00%	
PEAK HR :	07:45 AM - 08:45 AM																TOTAL
PEAK HR VOL :	11	17	1	0	140	3	248	0	128	217	0	0	0	326	178	0	1269
PEAK HR FACTOR :	0.550	0.531	0.250	0.000	0.778	0.375	0.954	0.000	0.941	0.889	0.000	0.000	0.000	0.937	0.890	0.000	0.967
		0.659				0.968				0.927				0.947			

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	2	4	1	0	61	4	65	0	58	82	1	0	0	67	37	0	382
4:15 PM	2	1	2	0	61	3	72	0	58	68	1	0	1	63	55	0	387
4:30 PM	4	6	1	0	55	2	74	0	60	73	1	0	0	74	40	0	390
4:45 PM	0	2	0	0	54	1	54	0	64	80	0	0	0	63	40	0	358
5:00 PM	5	7	1	0	61	4	55	0	57	84	2	0	0	70	46	0	392
5:15 PM	3	1	0	0	58	1	48	0	72	76	0	0	1	58	37	0	355
5:30 PM	0	3	1	0	71	1	65	0	83	75	1	0	0	55	35	0	390
5:45 PM	1	1	2	0	67	0	47	0	61	75	0	0	0	52	50	0	356
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	17	25	8	0	488	16	480	0	513	613	6	0	2	502	340	0	3010
APPROACH %'s :	34.00%	50.00%	16.00%	0.00%	49.59%	1.63%	48.78%	0.00%	45.32%	54.15%	0.53%	0.00%	0.24%	59.48%	40.28%	0.00%	
PEAK HR :	04:15 PM - 05:15 PM																TOTAL
PEAK HR VOL :	11	16	4	0	231	10	255	0	239	305	4	0	1	270	181	0	1527
PEAK HR FACTOR :	0.550	0.571	0.500	0.000	0.947	0.625	0.861	0.000	0.934	0.908	0.500	0.000	0.250	0.912	0.823	0.000	0.974
		0.596				0.912				0.951				0.950			

Prepared by National Data & Surveying Services

Center St & SR 17/Main St/E Main St

Peak Hour Turning Movement Count

ID: 22-130069-002
City: Dundee

Day: Thursday
Date: 3/17/2022

PEAK HOURS	COUNT PERIODS
07:45 AM - 08:45 AM	7:00 AM - 09:00 AM
NONE	NONE
04:15 PM - 05:15 PM	4:00 PM - 06:00 PM

Center St — SOUTHBOUND

AM	248	3	140	0	323	AM
NOON	0	0	0	0	0	NOON
PM	255	10	231	0	436	PM

EASTBOUND (SR 17/Main St/E Main St)

AM	NOON	PM	
585	0	536	⇦
0	0	0	↶ 0
128	0	239	↱ 0
217	0	305	→ 0
0	0	4	↴ 0
AM	NOON	PM	

WESTBOUND (SR 17/Main St/E Main St)

PM	NOON	AM	
181	0	178	0 ↰
270	0	326	0 ←
1	0	0	0 ↰
0	0	0	0 ↶
540	0	358	⇨
PM	NOON	AM	

CONTROL: Signalized

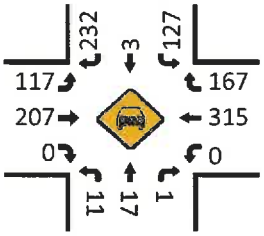
TEV	1269 AM	0 NOON	1527 PM
PHF	0.97		0.97

NORTHBOUND

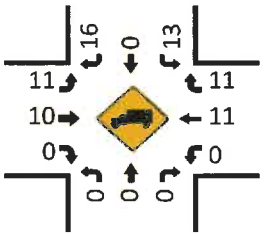
PM	15	0	11	16	4	PM
NOON	0	0	0	0	0	NOON
AM	3	0	11	17	1	AM

Center St

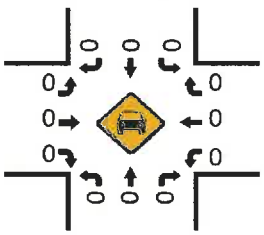
Cars (AM)



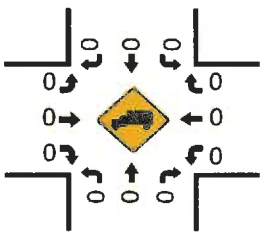
HT (AM)



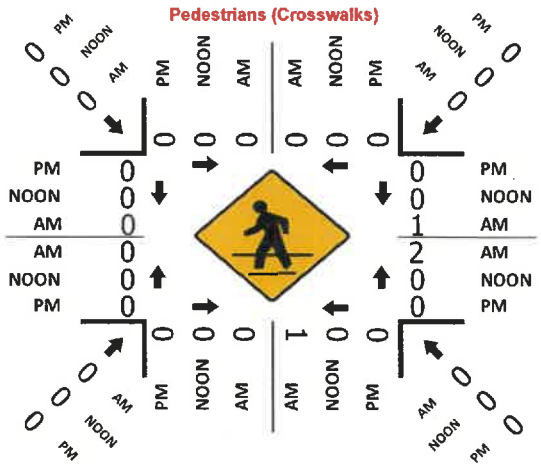
Cars (NOON)



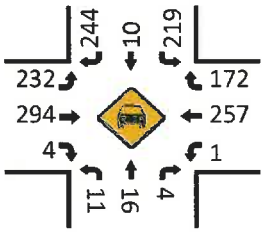
HT (NOON)



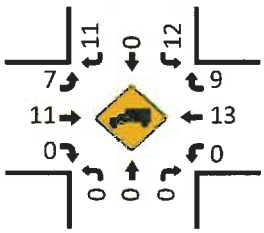
Pedestrians (Crosswalks)



Cars (PM)



HT (PM)



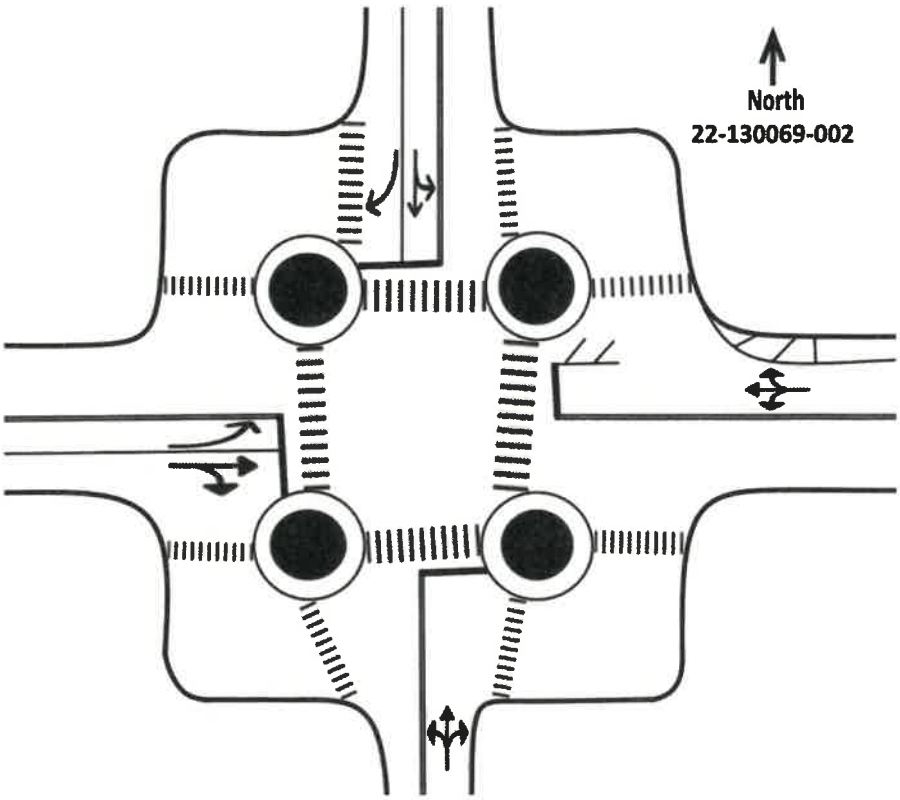
National Data & Surveying Services

Site Code:	**22-130069-002**
Date:	**03/17/2022**
Weather:	**Sunny**
City:	**Dundee**
County:	**Polk**
Count Times:	**07:00 - 09:00**
	16:00 - 18:00
Control:	**Signalized**

SIGNAL TIMING

PHASES	1	2	3
NT/ST	00:27	00:26	00:31
ET/WT	00:28	00:40	00:45

N↑ | N/S Street: **Center St** | Speed: **30 MPH**



E/W Street: **SR 17/Main St/E Main St** | Speed: **30 MPH**

FDOT - DISTRICT 1

Signal Timing Report

(For isolated traffic signal)

Drawn By:	RL
Date:	09/2015
Checked By:	EMC
Date:	09/2015

Approved By:

Rovindra Churaman, P.E. # 73829

Date: 09.17.2015

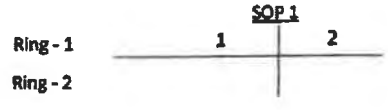
Revisions	Location Details	
11/2014: Updated the controller timing parameters to June 2014 Guidelines. Added detection delay for minor street right turn movements.	Section: *16090000*	Mile Post: *28.988*
	Major Street: *SR 17*	Orientation: *N-S*
	Minor Street: *CR 542*	Orientation: *E-W*
	Sig ID: *690*	
	Implemented: 02.05.2015	

Disclaimer Statement

The revisions noted above are the only timing parameters being approved. The remaining timing data was previously approved as part of previous revisions or as part of previous retiming efforts.

Controller Timings

Movement # (Controller Phase #)	1	2	3	4	5	6	7	8	Notes
Direction	*EB/WB*	*NB/SB*							
Turn Type									
Min Green	*7*	*7*							
Ext	*3.0*	*3.0*							
Yellow	*3.7*	*3.7*							
All Red	*2.1*	*2.0*							
Max I	*40*	*40*							
Max II									
Max Limit									
Adjust By									
Walk	*7*	*7*							
Flashing Don't Walk	*13*	*15*							
Detector Memory									
Det. Cross Switch.									
Dual Entry	*ON*	*ON*							
Recall	*MIN*								



Notes:

1) Program 8 secs detection delay for minor street right turn.

National Data & Surveying Services Intersection Turning Movement Count

Location: Lake Trask Rd & SR 17/N Scenic Hwy
City: Dundee
Control: 1-Way Stop(SB)

Project ID: 22-130069-003
Date: 3/17/2022

Data - Total

NS/EW Streets:	Lake Trask Rd				Lake Trask Rd				SR 17/N Scenic Hwy				SR 17/N Scenic Hwy				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	0	0	0	0	23	0	20	0	8	41	0	0	0	37	15	0	144
7:15 AM	0	0	0	0	21	0	25	1	10	41	0	0	0	57	22	0	177
7:30 AM	0	0	0	0	40	0	29	0	11	36	0	0	0	55	13	0	184
7:45 AM	0	0	0	0	37	0	32	0	17	43	0	0	0	61	23	0	213
8:00 AM	0	0	0	0	36	0	28	0	21	50	0	0	0	58	19	0	212
8:15 AM	0	0	0	0	31	0	25	0	23	38	0	0	0	55	17	0	189
8:30 AM	0	0	0	0	22	0	37	0	25	34	0	0	0	51	19	0	188
8:45 AM	0	0	0	0	30	0	52	0	21	38	0	0	0	43	30	0	214
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	240	0	248	1	136	321	0	0	0	417	158	0	1521
APPROACH %'s :					49.08%	0.00%	50.72%	0.20%	29.76%	70.24%	0.00%	0.00%	0.00%	72.52%	27.48%	0.00%	
PEAK HR :	08:00 AM - 09:00 AM																TOTAL
PEAK HR VOL :	0	0	0	0	119	0	142	0	90	160	0	0	0	207	85	0	803
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.826	0.000	0.683	0.000	0.900	0.800	0.000	0.000	0.000	0.892	0.708	0.000	0.938
							0.796				0.880				0.948		

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	0	0	0	0	37	0	60	0	39	76	0	0	0	50	28	0	290
4:15 PM	0	0	0	0	30	0	28	0	32	72	0	0	0	61	29	0	252
4:30 PM	0	0	0	0	29	0	33	0	15	52	0	0	0	46	26	0	201
4:45 PM	0	0	0	0	28	0	13	0	20	79	0	0	0	62	32	0	234
5:00 PM	0	0	0	0	35	0	30	0	33	71	0	0	0	54	33	0	256
5:15 PM	0	0	0	0	24	0	17	0	24	63	0	0	0	63	37	0	228
5:30 PM	0	0	0	0	15	0	12	0	18	72	0	0	0	53	36	0	206
5:45 PM	0	0	0	0	20	0	20	0	33	78	0	0	0	52	39	0	242
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	218	0	213	0	214	563	0	0	0	441	260	0	1909
APPROACH %'s :					50.58%	0.00%	49.42%	0.00%	27.54%	72.46%	0.00%	0.00%	0.00%	62.91%	37.09%	0.00%	
PEAK HR :	04:00 PM - 05:00 PM																TOTAL
PEAK HR VOL :	0	0	0	0	124	0	134	0	106	279	0	0	0	219	115	0	977
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.838	0.000	0.558	0.000	0.679	0.883	0.000	0.000	0.000	0.883	0.898	0.000	0.842
							0.665				0.837				0.888		

Prepared by National Data & Surveying Services

Lake Trask Rd & SR 17/N Scenic Hwy

Peak Hour Turning Movement Count

ID: 22-130069-003
City: Dundee

Day: Thursday
Date: 3/17/2022

PEAK HOURS	COUNT PERIODS
08:00 AM - 09:00 AM	7:00 AM - 09:00 AM
NONE	NONE
04:00 PM - 05:00 PM	4:00 PM - 06:00 PM

SOUTHBOUND (Lake Trask Rd)

	AM	NOON	PM	
AM	142	0	119	0	175	AM
NOON	0	0	0	0	0	NOON
PM	134	0	124	0	221	PM

EASTBOUND (SR 17/N Scenic Hwy)

AM	NOON	PM	
349	0	353	
0	0	0	0
90	0	106	0
160	0	279	0
0	0	0	0
AM	NOON	PM	

WESTBOUND (SR 17/N Scenic Hwy)

PM	NOON	AM	
115	0	85	0
219	0	207	0
0	0	0	0
0	0	0	0
403	0	279	
PM	NOON	AM	

NORTHBOUND (Lake Trask Rd)

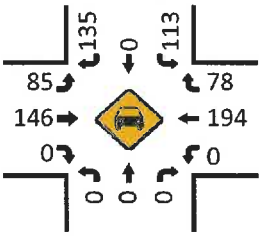
	PM	NOON	AM		
PM	0	0	0	0	0	PM
NOON	0	0	0	0	0	NOON
AM	0	0	0	0	0	AM

CONTROL

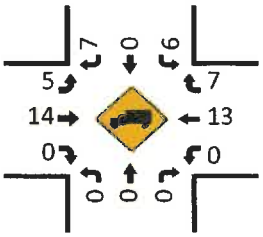
1-Way Stop(SB)

TEV	803	0	977
	AM	NOON	PM
PHF	0.94		0.84

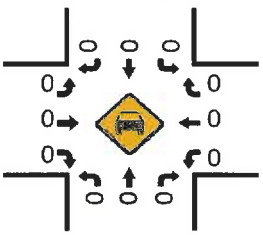
Cars (AM)



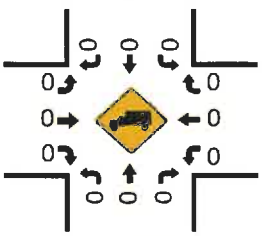
HT (AM)



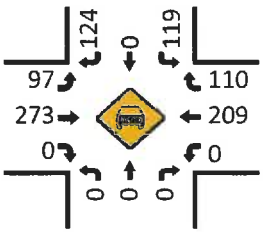
Cars (NOON)



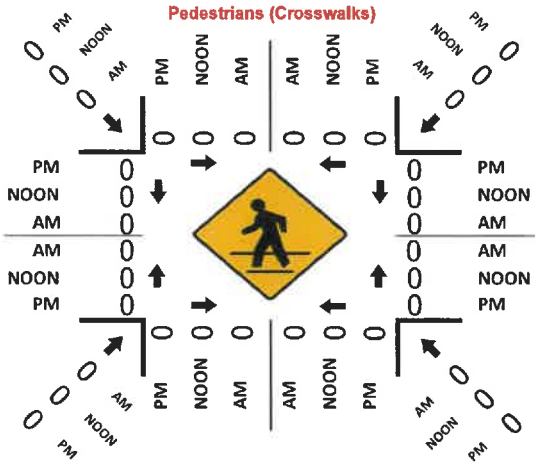
HT (NOON)



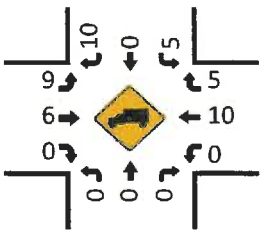
Cars (PM)



Pedestrians (Crosswalks)



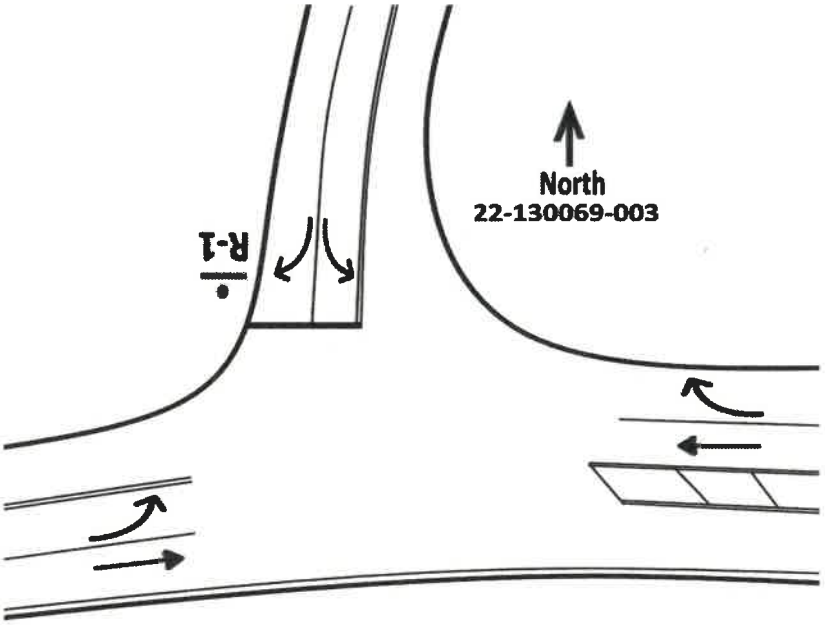
HT (PM)



National Data & Surveying Services

Site Code:	**22-130069-003**
Date:	**03/17/2022**
Weather:	**Sunny**
City:	**Dundee**
County:	**Polk**
Count Times:	**07:00 - 09:00**
	16:00 - 18:00
Control:	**1-Way Stop(SB)**

N↑ | N/S Street: **Lake Trask Rd** | Speed: **30 MPH**



E/W Street: **SR 17/N Scenic Hwy** | Speed: **55 MPH**

National Data & Surveying Services Intersection Turning Movement Count

Location: H L Smith Rd & Lake Mabel Loop Rd
City: Dundee
Control: 1-Way Stop(SB)

Project ID: 22-130069-004
Date: 3/17/2022

Data - Total

NS/EW Streets:	H L Smith Rd				H L Smith Rd				Lake Mabel Loop Rd				Lake Mabel Loop Rd				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	0	0	0	0	2	0	12	0	9	2	0	0	0	16	13	0	54
7:15 AM	0	0	0	0	8	0	15	0	10	3	0	0	0	13	8	0	57
7:30 AM	0	0	0	0	3	0	29	0	12	4	0	0	0	21	14	0	83
7:45 AM	0	0	0	0	11	0	24	0	13	7	0	0	0	15	14	0	84
8:00 AM	0	0	0	0	8	0	20	0	8	8	0	0	0	11	7	0	62
8:15 AM	0	0	0	0	4	0	19	0	11	6	0	0	0	10	2	0	52
8:30 AM	0	0	0	0	7	0	8	0	9	7	0	0	0	17	4	0	52
8:45 AM	0	0	0	0	2	0	14	0	18	3	0	0	0	8	3	0	48
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	45	0	141	0	90	40	0	0	0	111	65	0	492
APPROACH %'s :					24.19%	0.00%	75.81%	0.00%	69.23%	30.77%	0.00%	0.00%	0.00%	63.07%	36.93%	0.00%	
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	0	0	0	0	30	0	88	0	43	22	0	0	0	60	43	0	286
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.682	0.000	0.759	0.000	0.827	0.688	0.000	0.000	0.000	0.714	0.768	0.000	0.851
							0.843				0.813				0.736		

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	0	0	0	0	14	0	14	0	21	23	0	0	0	5	3	0	80
4:15 PM	0	0	0	0	8	0	4	0	25	16	0	0	0	8	4	0	65
4:30 PM	0	0	0	0	8	0	12	0	17	11	0	0	0	10	7	0	65
4:45 PM	0	0	0	0	12	0	15	0	13	9	0	0	0	6	5	0	60
5:00 PM	0	0	0	0	9	0	12	0	23	21	0	0	0	10	6	0	81
5:15 PM	0	0	0	0	15	0	18	0	27	17	0	0	0	9	5	0	91
5:30 PM	0	0	0	0	10	0	5	0	18	13	0	0	0	7	3	0	56
5:45 PM	0	0	0	0	6	0	8	0	17	22	0	0	0	9	3	0	65
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	0	0	0	82	0	88	0	161	132	0	0	0	64	36	0	563
APPROACH %'s :					48.24%	0.00%	51.76%	0.00%	54.95%	45.05%	0.00%	0.00%	0.00%	64.00%	36.00%	0.00%	
PEAK HR :	04:30 PM - 05:30 PM																TOTAL
PEAK HR VOL :	0	0	0	0	44	0	57	0	80	58	0	0	0	35	23	0	297
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.733	0.000	0.792	0.000	0.741	0.690	0.000	0.000	0.000	0.875	0.821	0.000	0.816
							0.765				0.784				0.853		

Prepared by National Data & Surveying Services

H L Smith Rd & Lake Mabel Loop Rd

Peak Hour Turning Movement Count

ID: 22-130069-004
City: Dundee

Day: Thursday
Date: 3/17/2022

PEAK HOURS	
AM	07:15 AM - 08:15 AM
NOON	NONE
PM	04:30 PM - 05:30 PM

COUNT PERIODS	
AM	7:00 AM - 09:00 AM
NOON	NONE
PM	4:00 PM - 06:00 PM

H L Smith Rd

SOUTHBOUND

AM	88	0	30	0	86	AM
NOON	0	0	0	0	0	NOON
PM	57	0	44	0	103	PM

EASTBOUND (Lake Mabel Loop Rd)

AM	NOON	PM
148	0	92
0	0	0
43	0	80
22	0	58
0	0	0

WESTBOUND (Lake Mabel Loop Rd)

PM	NOON	AM
23	0	43
35	0	60
0	0	0
0	0	0
102	0	52

CONTROL

1-Way Stop(SB)

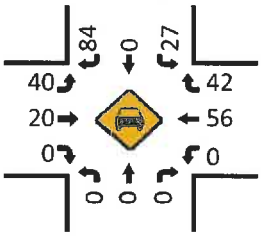
TEV	286 AM	0 NOON	297 PM
PHF	0.85		0.82

PM	0	0	0	0	0	PM
NOON	0	0	0	0	0	NOON
AM	0	0	0	0	0	AM

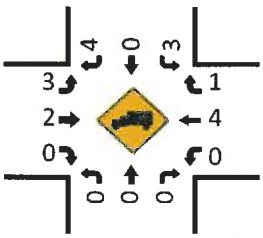
NORTHBOUND

H L Smith Rd

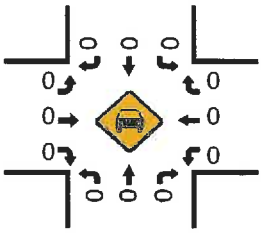
Cars (AM)



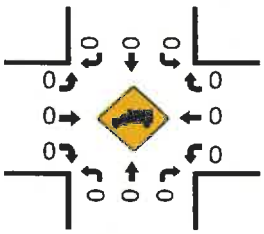
HT (AM)



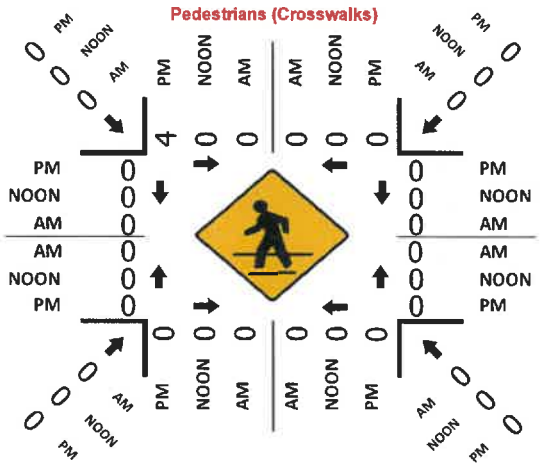
Cars (NOON)



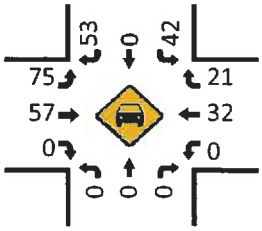
HT (NOON)



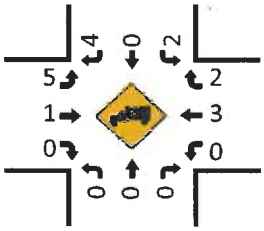
Pedestrians (Crosswalks)



Cars (PM)

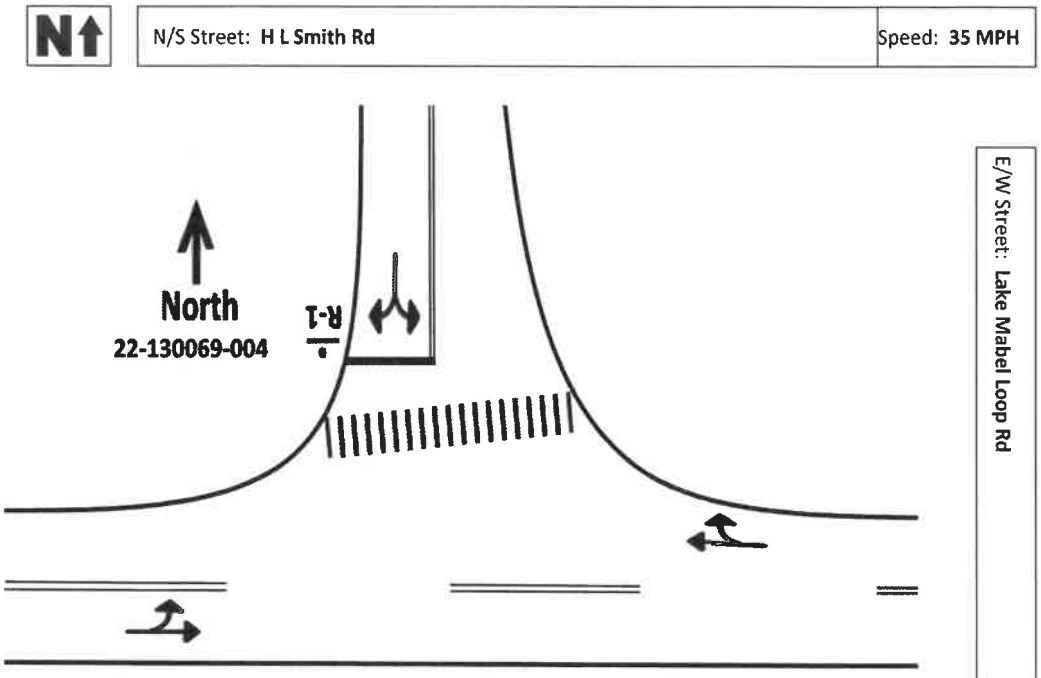


HT (PM)



National Data & Surveying Services

Site Code:	**22-130069-004**
Date:	**03/17/2022**
Weather:	**Sunny**
City:	**Dundee**
County:	**Polk**
Count Times:	**07:00 - 09:00**
	16:00 - 18:00
Control:	**1-Way Stop(SB)**



National Data & Surveying Services Intersection Turning Movement Count

Location: SR 17/N Scenic Hwy & Waverly Rd
City: Lake Wales
Control: 1-Way Stop(EB)

Project ID: 22-130069-006
Date: 3/17/2022

Data - Total

NS/EW Streets:	SR 17/N Scenic Hwy				SR 17/N Scenic Hwy				Waverly Rd				Waverly Rd				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	14	49	0	0	0	67	21	0	5	0	8	0	0	0	0	0	164
7:15 AM	14	68	0	0	0	72	16	0	8	0	13	0	0	0	0	0	191
7:30 AM	11	63	0	0	0	79	22	0	7	0	12	0	0	0	0	0	194
7:45 AM	19	74	0	0	0	80	38	0	11	0	10	0	0	0	0	0	232
8:00 AM	11	65	0	0	0	82	20	0	8	0	12	0	0	0	0	0	198
8:15 AM	16	66	0	0	0	78	16	0	11	0	14	0	0	0	0	0	201
8:30 AM	15	64	0	0	0	54	12	0	6	0	10	0	0	0	0	0	161
8:45 AM	18	52	0	0	0	69	19	0	11	0	11	0	0	0	0	0	180
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	118	501	0	0	0	581	164	0	67	0	90	0	0	0	0	0	1521
APPROACH %'s :	19.06%	80.94%	0.00%	0.00%	0.00%	77.99%	22.01%	0.00%	42.68%	0.00%	57.32%	0.00%					
PEAK HR :	07:30 AM - 08:30 AM																TOTAL
PEAK HR VOL :	57	268	0	0	0	319	96	0	37	0	48	0	0	0	0	0	825
PEAK HR FACTOR :	0.750	0.905	0.000	0.000	0.000	0.973	0.632	0.000	0.841	0.000	0.857	0.000	0.000	0.000	0.000	0.000	0.889
		0.874				0.879				0.850							

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	15	73	0	0	0	83	21	0	31	0	11	0	0	0	0	0	234
4:15 PM	21	85	0	0	0	89	32	0	28	0	20	0	0	0	0	0	275
4:30 PM	18	77	0	0	0	71	18	0	30	0	21	0	0	0	0	0	235
4:45 PM	18	87	0	0	0	97	26	0	37	0	32	0	0	0	0	0	297
5:00 PM	16	81	0	0	0	97	23	0	32	0	18	0	0	0	0	0	267
5:15 PM	17	82	0	0	0	78	9	0	36	0	18	0	0	0	0	0	240
5:30 PM	17	93	0	0	0	78	20	0	43	0	17	0	0	0	0	0	268
5:45 PM	16	82	0	0	0	89	24	0	33	0	15	0	0	0	0	0	259
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	138	660	0	0	0	682	173	0	270	0	152	0	0	0	0	0	2075
APPROACH %'s :	17.29%	82.71%	0.00%	0.00%	0.00%	79.77%	20.23%	0.00%	63.98%	0.00%	36.02%	0.00%					
PEAK HR :	04:15 PM - 05:15 PM																TOTAL
PEAK HR VOL :	73	330	0	0	0	354	99	0	127	0	91	0	0	0	0	0	1074
PEAK HR FACTOR :	0.869	0.948	0.000	0.000	0.000	0.912	0.773	0.000	0.858	0.000	0.711	0.000	0.000	0.000	0.000	0.000	0.904
		0.950				0.921				0.790							

Prepared by National Data & Surveying Services

SR 17/N Scenic Hwy & Waverly Rd

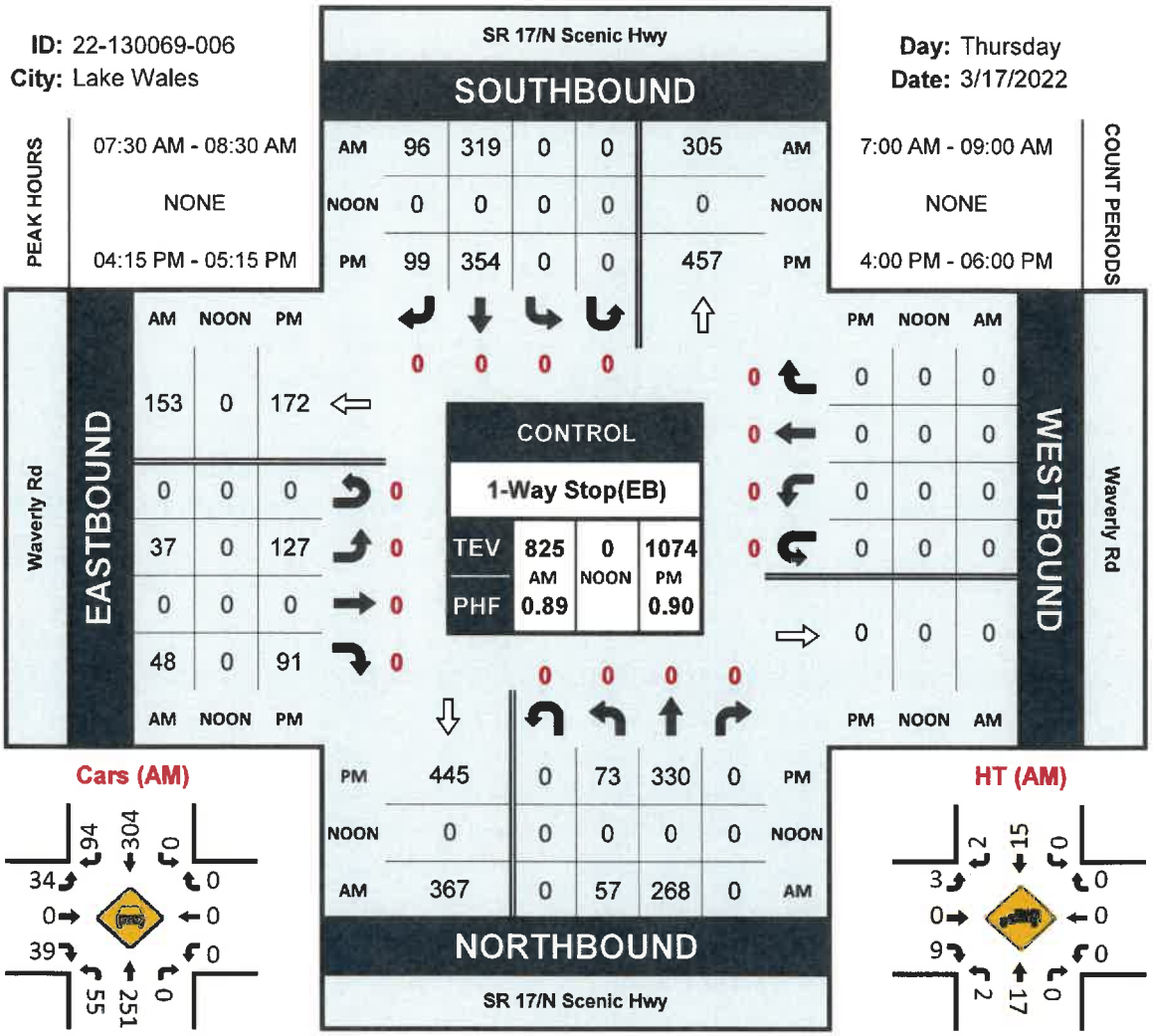
Peak Hour Turning Movement Count

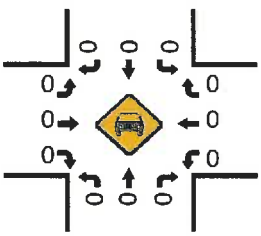
ID: 22-130069-006
City: Lake Wales

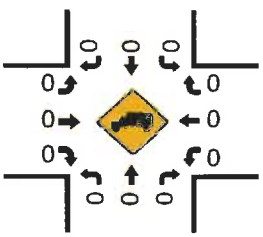
Day: Thursday
Date: 3/17/2022

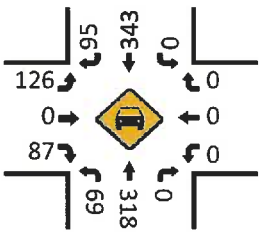
PEAK HOURS	
AM	07:30 AM - 08:30 AM
NOON	NONE
PM	04:15 PM - 05:15 PM

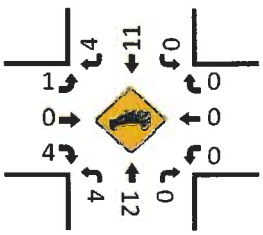
COUNT PERIODS	
AM	7:00 AM - 09:00 AM
NOON	NONE
PM	4:00 PM - 06:00 PM

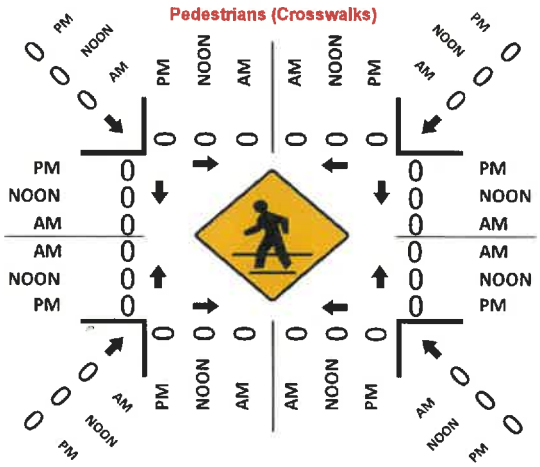










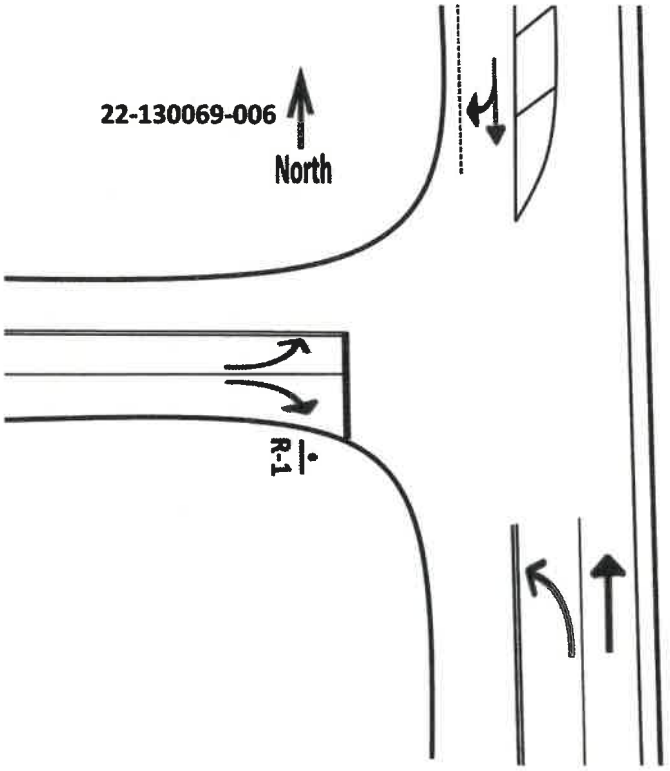


National Data & Surveying Services

Site Code:	**22-130069-006**
Date:	**03/17/2022**
Weather:	**Sunny**
City:	**Lake Wales**
County:	**Polk**
Count Times:	**07:00 - 09:00**
	16:00 - 18:00
Control:	**1-Way Stop(EB)**

N

N/S Street: **SR 17/N Scenic Hwy** | Speed: **55 MPH**



E/W Street: **Waverly Rd** | Speed: **45 MPH**

National Data & Surveying Services Intersection Turning Movement Count

Location: US 27/SR 25 & SR 540/Cypress Gardens Blvd/Waverly Rd
City: Lake Wales
Control: Signalized

Project ID: 22-130069-005
Date: 3/17/2022

Data - Total

NS/EW Streets:	US 27/SR 25				US 27/SR 25				SR 540/Cypress Gardens Blvd/Waverly Rd				SR 540/Cypress Gardens Blvd/Waverly Rd				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	84	161	6	0	7	168	47	1	70	16	74	0	6	41	7	0	688
7:15 AM	110	247	9	0	2	247	53	0	60	13	100	0	6	18	4	0	869
7:30 AM	109	259	7	0	7	299	62	0	72	14	109	1	13	29	6	0	987
7:45 AM	100	220	9	0	8	224	81	0	84	27	128	0	14	46	8	0	949
8:00 AM	124	237	7	0	7	246	73	0	67	16	110	0	7	39	6	0	939
8:15 AM	111	274	9	0	2	240	73	1	74	28	104	1	10	27	7	0	961
8:30 AM	107	212	6	0	4	220	78	0	60	18	107	0	7	24	6	0	849
8:45 AM	118	204	14	1	7	192	72	0	64	19	116	1	4	30	9	0	851
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	863	1814	67	1	44	1836	539	2	551	151	848	3	67	254	53	0	7093
APPROACH %'s :	31.44%	66.08%	2.44%	0.04%	1.82%	75.84%	22.26%	0.08%	35.48%	9.72%	54.60%	0.19%	17.91%	67.91%	14.17%	0.00%	
PEAK HR :	07:30 AM - 08:30 AM																TOTAL
PEAK HR VOL :	444	990	32	0	24	1009	289	1	297	85	451	2	44	141	27	0	3836
PEAK HR FACTOR :	0.895	0.903	0.889	0.000	0.750	0.844	0.892	0.250	0.884	0.759	0.881	0.500	0.786	0.766	0.844	0.000	0.972
	0.930				0.899				0.873				0.779				

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
4:00 PM	120	290	21	1	12	296	110	0	100	39	136	0	6	30	5	0	1166
4:15 PM	142	302	22	0	7	214	97	0	114	42	154	0	7	45	15	0	1161
4:30 PM	155	268	14	1	12	246	99	0	99	40	172	0	9	35	10	0	1160
4:45 PM	111	297	12	0	11	286	99	0	89	38	142	0	11	30	6	0	1132
5:00 PM	129	290	18	0	15	255	107	0	117	51	143	0	14	45	13	0	1197
5:15 PM	155	288	17	0	5	248	109	1	98	56	171	0	3	32	11	0	1194
5:30 PM	158	333	26	0	9	278	112	0	92	44	176	0	8	27	11	0	1274
5:45 PM	135	271	13	1	6	263	96	0	108	35	154	0	10	24	7	0	1123
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	1105	2339	143	3	77	2086	829	1	817	345	1248	0	68	268	78	0	9407
APPROACH %'s :	30.78%	65.15%	3.98%	0.08%	2.57%	69.70%	27.70%	0.03%	33.90%	14.32%	51.78%	0.00%	16.43%	64.73%	18.84%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	553	1208	73	0	40	1067	427	1	396	189	632	0	36	134	41	0	4797
PEAK HR FACTOR :	0.875	0.907	0.702	0.000	0.667	0.933	0.953	0.250	0.846	0.844	0.898	0.000	0.643	0.744	0.788	0.000	0.941
	0.887				0.962				0.936				0.733				

Prepared by National Data & Surveying Services

US 27/SR 25 & SR 540/Cypress Gardens Blvd/Waverly Rd

Peak Hour Turning Movement Count

ID: 22-130069-005
City: Lake Wales

Day: Thursday
Date: 3/17/2022

PEAK HOURS	COUNT PERIODS
07:30 AM - 08:30 AM	7:00 AM - 09:00 AM
NONE	NONE
04:45 PM - 05:45 PM	4:00 PM - 06:00 PM

US 27/SR 25 — SOUTHBOUND

AM	289	1009	24	1	1315	AM
NOON	0	0	0	0	0	NOON
PM	427	1067	40	1	1646	PM

SR 540/Cypress Gardens Blvd/Waverly Rd — EASTBOUND

AM	NOON	PM	
876	0	1114	⇦
2	0	0	↰
297	0	396	↑
85	0	189	→
451	0	632	↱

CONTROL: Signalized

	AM	NOON	PM
TEV	3836	0	4797
PHF	0.97		0.94

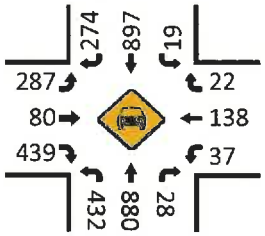
SR 540/Cypress Gardens Blvd/Waverly Rd — WESTBOUND

PM	NOON	AM	
41	0	27	↰
134	0	141	←
36	0	44	↩
0	0	0	↩
302	0	141	⇨

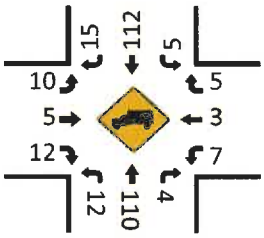
US 27/SR 25 — NORTHBOUND

PM	1735	0	553	1208	73	PM
NOON	0	0	0	0	0	NOON
AM	1504	0	444	990	32	AM

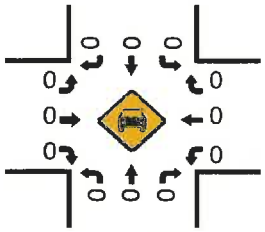
Cars (AM)



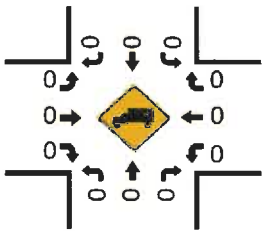
HT (AM)



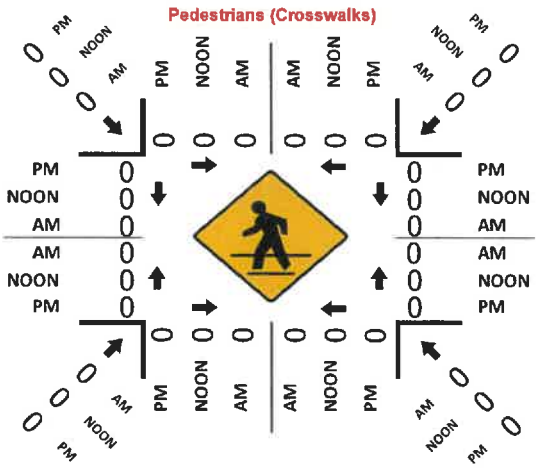
Cars (NOON)



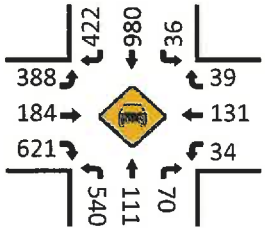
HT (NOON)



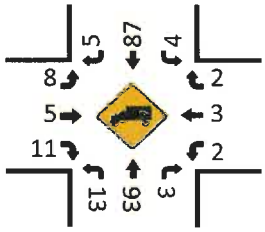
Pedestrians (Crosswalks)



Cars (PM)



HT (PM)



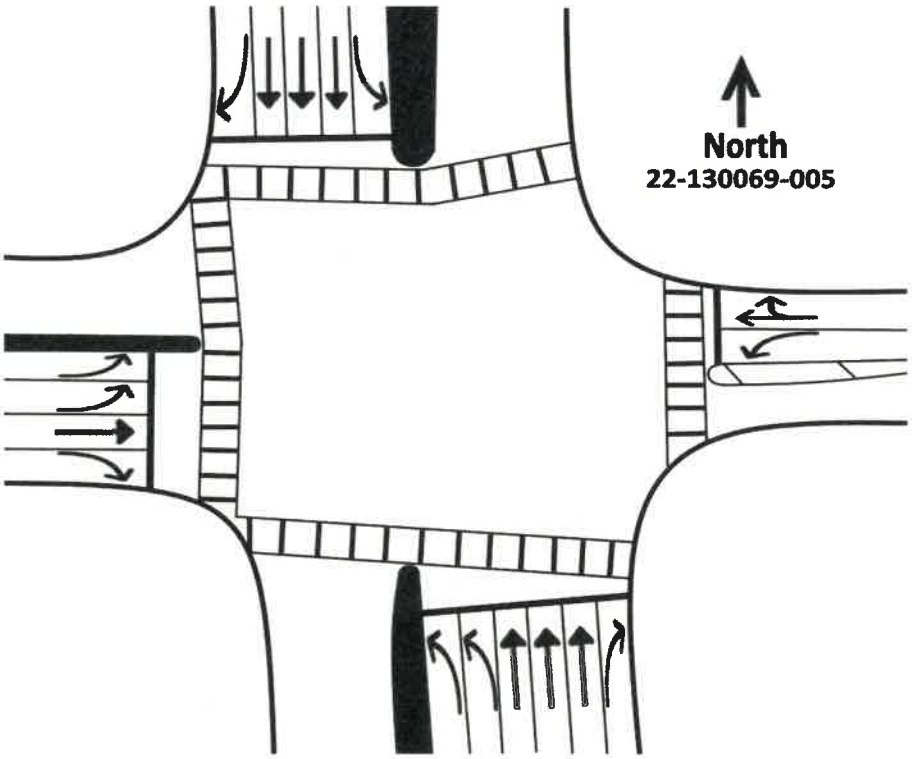
National Data & Surveying Services

Site Code:	**22-130069-005**
Date:	**03/17/2022**
Weather:	**Sunny**
City:	**Lake Wales**
County:	**Polk**
Count Times:	**07:00 - 09:00**
	16:00 - 18:00
Control:	**Signalized**

SIGNAL TIMING

PHASES	1	2	3
NL/NT	00:40	00:39	00:40
NT/ST	01:07	00:46	00:48
SL/ST	-	00:20	00:17
EL/WL	00:20	00:17	00:20
EL/ET	00:05	00:11	00:06
ET/WT	00:39	00:37	00:39

N↑ | N/S Street: **US 27/SR 25** | Speed: **50 MPH**



E/W Street: **SR 540/Cypress Gardens Blvd/Waverly Rd** | Speed: **45 MPH**

FDOT - DISTRICT 1

Signal Timing Report

(For isolated traffic signal)

Drawn By:	
Date:	
Checked By:	
Date:	

Approved By:

Renjan Joseph, P.E. # 68284

Date:

Revisions	Location Details	
02/2016: Updated controller timing parameters to June 2014 D1 guidelines. Revised Max Times and added Max Limit and Adjust By values for phases 1, 2, 3 & 6.	Section: *16180*	Mile Post: *5.958*
	Major Street: *US 27*	Orientation: *N-S*
	Minor Street: *SR 540/Waverly Road*	Orientation: *E-W*
	Sig ID: *743*	

Disclaimer Statement

The revisions noted above are the only timing parameters being approved. The remaining timing data was previously approved as part of previous revisions or as part of previous retiming efforts.

Controller Timings

Movement # (Controller Phase Ø)	1	2	3	4	5	6	7	8	Notes
Direction	*NBL*	*SB*	*EBL*	*WB*	*SBL*	*NB*	*WBL*	*EB*	
Turn Type	*Protected*		*Protected*		*Protected*		*Protected*		
Min Green	*5*	*27*	*5*	*10*	*5*	*27*	*5*	*10*	
Ext	*3.0*	*2.6*	*3.0*	*3.0*	*3.0*	*2.6*	*3.0*	*3.0*	
Yellow	*6.0*	*6.0*	*4.9*	*4.9*	*6.0*	*6.0*	*4.9*	*4.9*	
All Red	*3.0*	*2.0*	*2.1*	*2.0*	*2.1*	*2.0*	*2.6*	*2.0*	
Max I	*35*	*65*	*35*	*20*	*20*	*65*	*20*	*20*	
Max II									
Max Limit	*45*	*70*	*45*			*70*			
Adjust By	*10*	*5*	*10*			*5*			
Walk		*7*		*7*		*7*		*7*	
Flashing Don't Walk		*32*		*38*		*17*		*39*	
Detector Memory									
Det. Cross Switch.									
Dual Entry		*ON*		*ON*		*ON*		*ON*	
Recall		*MIN*				*MIN*			

SOP 10

Ring - 1	1	2	3	4
Ring - 2	5	6	7	8

Notes:

1) Program 8 Seconds detection delay for minor street right turn movements.

2) Controller Brand: Naztec Controller Model: 980

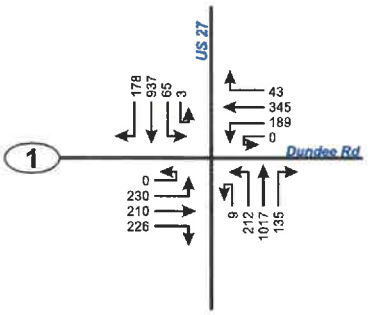
2020 PEAK SEAS AC CA EG Y EP - EP YPE: ALL
CATEGORY: 1600 POLK COUNTYWIDE

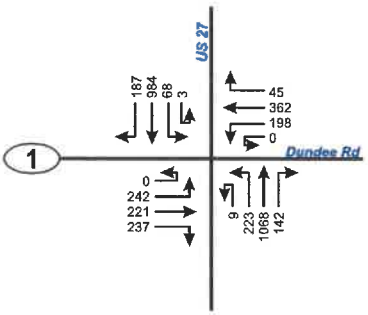
MOCF: 0.93

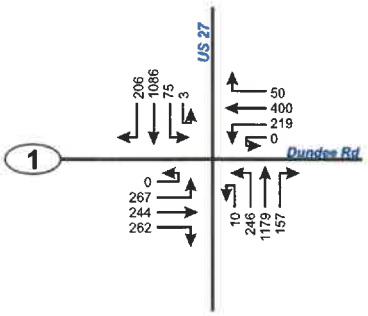
WEEK	DATES	SF	PSCF
* 1	01/01/2020 - 01/04/2020	0.95	1.02
* 2	01/05/2020 - 01/11/2020	0.93	1.00
* 3	01/12/2020 - 01/18/2020	0.91	0.98
* 4	01/19/2020 - 01/25/2020	0.90	0.97
* 5	01/26/2020 - 02/01/2020	0.88	0.95
* 6	02/02/2020 - 02/08/2020	0.87	0.94
* 7	02/09/2020 - 02/15/2020	0.86	0.92
* 8	02/16/2020 - 02/22/2020	0.88	0.95
* 9	02/23/2020 - 02/29/2020	0.91	0.98
*10	03/01/2020 - 03/07/2020	0.93	1.00
*11	03/08/2020 - 03/14/2020	0.96	1.03
*12	03/15/2020 - 03/21/2020	0.98	1.05
*13	03/22/2020 - 03/28/2020	1.07	1.15
14	03/29/2020 - 04/04/2020	1.16	1.25
15	04/05/2020 - 04/11/2020	1.25	1.34
16	04/12/2020 - 04/18/2020	1.33	1.43
17	04/19/2020 - 04/25/2020	1.28	1.38
18	04/26/2020 - 05/02/2020	1.22	1.31
19	05/03/2020 - 05/09/2020	1.16	1.25
20	05/10/2020 - 05/16/2020	1.11	1.19
21	05/17/2020 - 05/23/2020	1.10	1.18
22	05/24/2020 - 05/30/2020	1.08	1.16
23	05/31/2020 - 06/06/2020	1.07	1.15
24	06/07/2020 - 06/13/2020	1.06	1.14
25	06/14/2020 - 06/20/2020	1.04	1.12
26	06/21/2020 - 06/27/2020	1.05	1.13
27	06/28/2020 - 07/04/2020	1.06	1.14
28	07/05/2020 - 07/11/2020	1.06	1.14
29	07/12/2020 - 07/18/2020	1.07	1.15
30	07/19/2020 - 07/25/2020	1.06	1.14
31	07/26/2020 - 08/01/2020	1.05	1.13
32	08/02/2020 - 08/08/2020	1.03	1.11
33	08/09/2020 - 08/15/2020	1.02	1.10
34	08/16/2020 - 08/22/2020	1.02	1.10
35	08/23/2020 - 08/29/2020	1.01	1.09
36	08/30/2020 - 09/05/2020	1.01	1.09
37	09/06/2020 - 09/12/2020	1.00	1.08
38	09/13/2020 - 09/19/2020	1.00	1.08
39	09/20/2020 - 09/26/2020	0.99	1.06
40	09/27/2020 - 10/03/2020	0.98	1.05
41	10/04/2020 - 10/10/2020	0.97	1.04
42	10/11/2020 - 10/17/2020	0.95	1.02
43	10/18/2020 - 10/24/2020	0.96	1.03
44	10/25/2020 - 10/31/2020	0.96	1.03
45	11/01/2020 - 11/07/2020	0.96	1.03
46	11/08/2020 - 11/14/2020	0.96	1.03
47	11/15/2020 - 11/21/2020	0.96	1.03
48	11/22/2020 - 11/28/2020	0.96	1.03
49	11/29/2020 - 12/05/2020	0.96	1.03
50	12/06/2020 - 12/12/2020	0.95	1.02
51	12/13/2020 - 12/19/2020	0.95	1.02
52	12/20/2020 - 12/26/2020	0.93	1.00
53	12/27/2020 - 12/31/2020	0.91	0.98

* PEAK SEASON

27-FEB-2021 10:29:55 830UPD 1_1600_PKSEASON.TXT

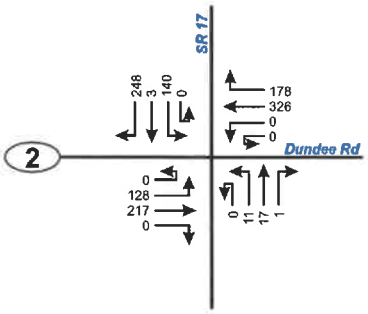


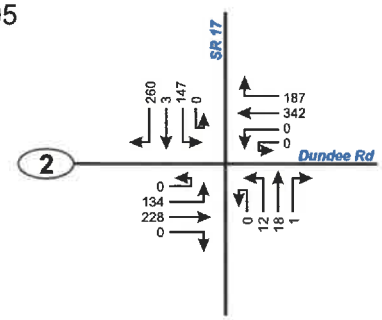


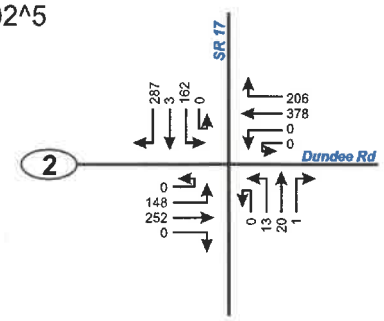


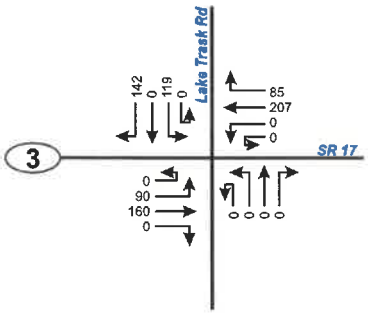
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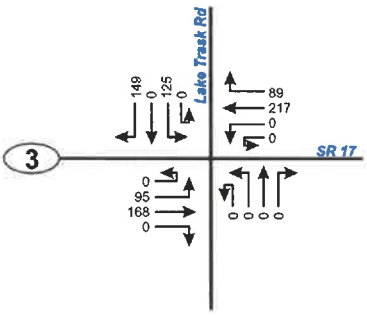
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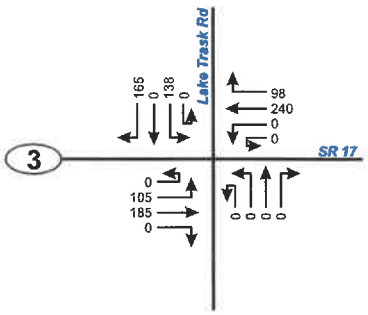










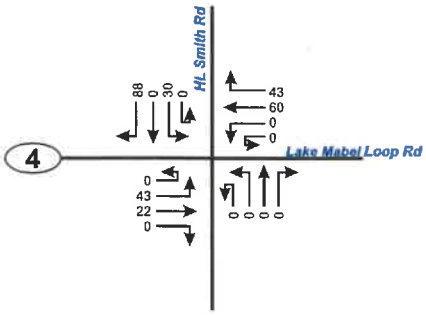


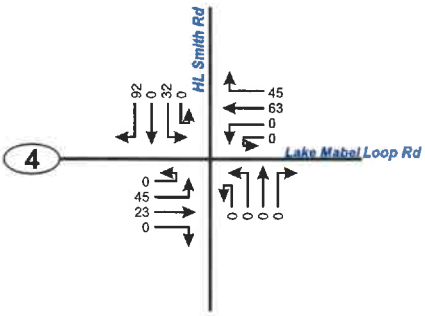
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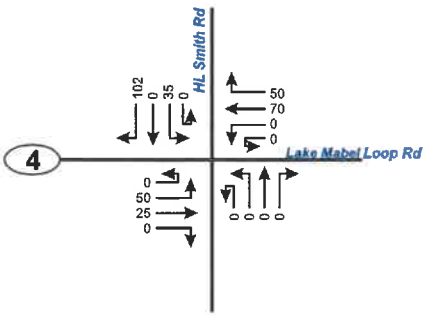
Existing

Bkgd

A.M. Peak Hour

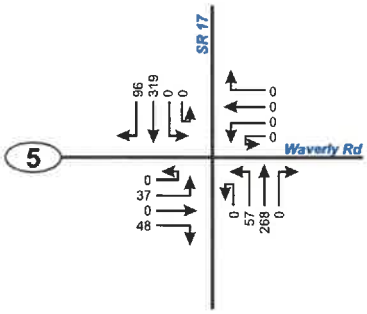


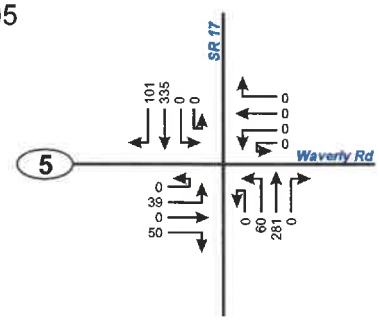


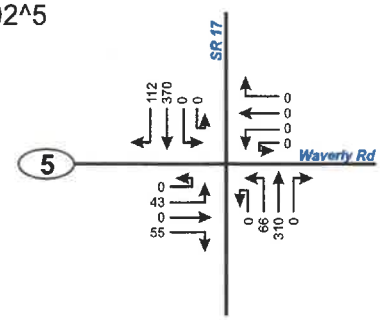


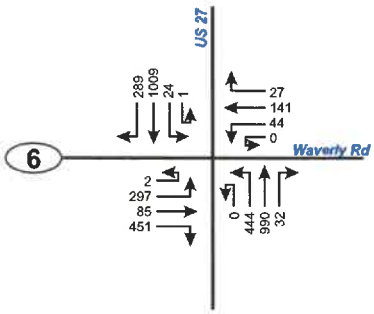
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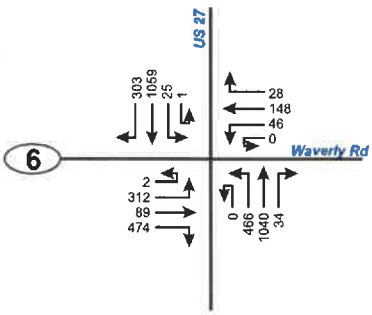
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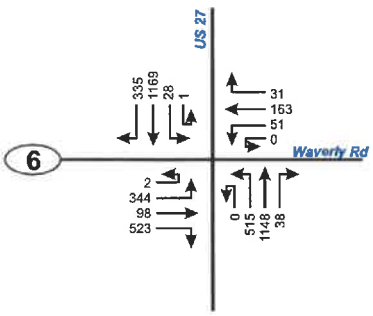










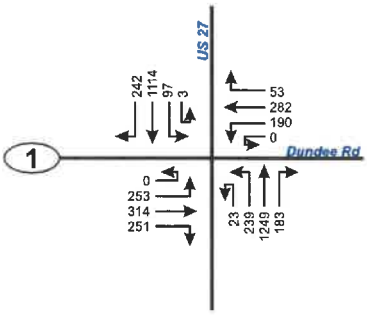


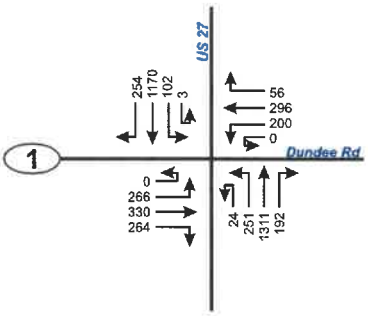
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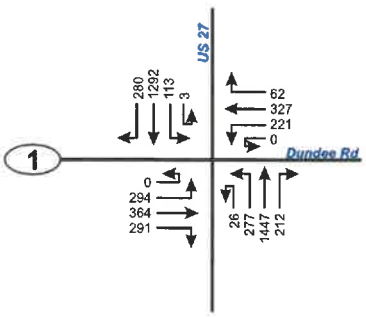
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Bkgd

A.M. Peak Hour

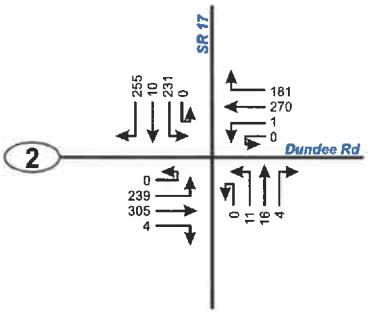


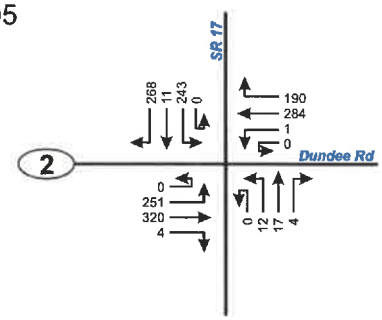


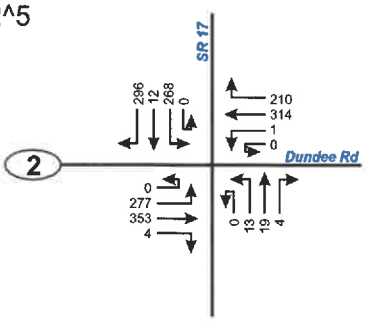


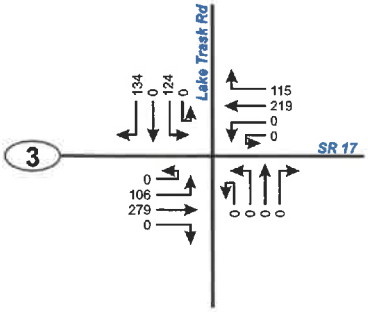
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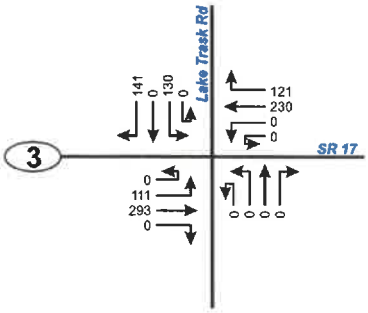
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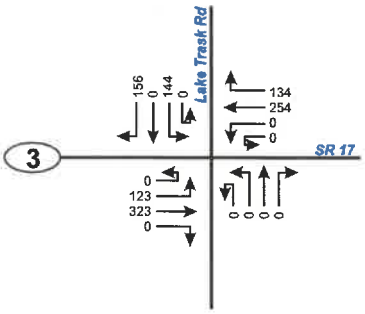










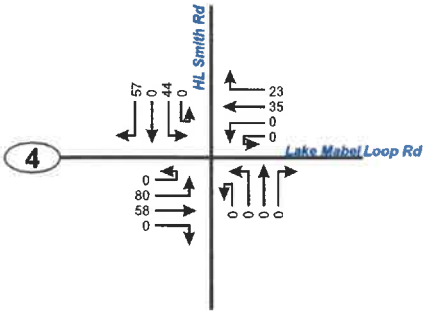


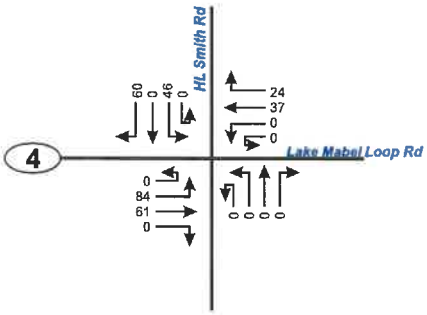
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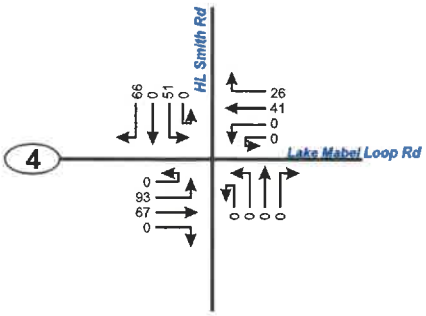
Existing

Bkgd

P.M. Peak Hour

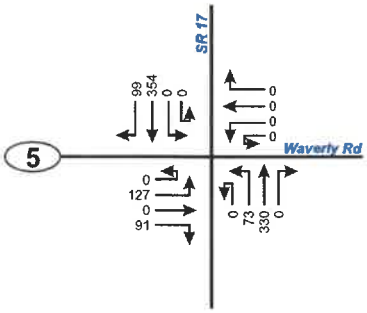


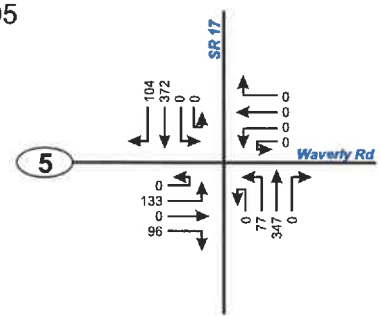


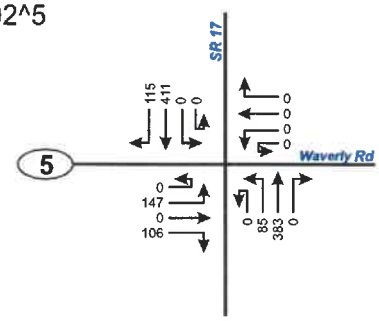


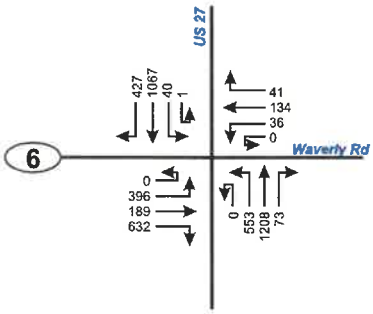
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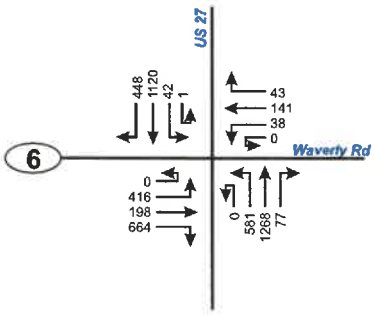
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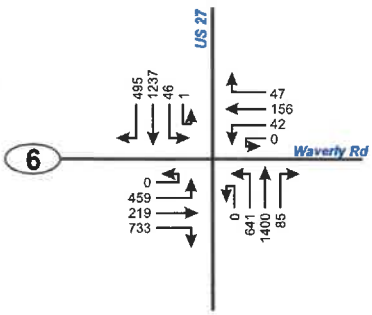












Counts

Existing

Bkgd

P.M. Peak Hour

APPENDIX D

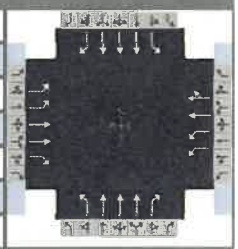
Existing Capacity Analysis Worksheets

Appendix D - Table of Contents

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1 – US 27 & Dundee Rd - Existing	D - 1
2 – SR 17 & Dundee Rd - Existing	D - 3
3 – SR 17 & Lake Task Rd - Existing	D - 5
4 – HL Smith Rd & Lk Mabel Loop - Existing	D - 7
5 – SR 17 & Waverly Rd - Existing	D - 9
6 – US 27 & Waverly Rd - Existing	D - 11

HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Oct 17, 2023	Area Type	Other
Jurisdiction	Polk County	Time Period	Existing AM	PHF	0.95
Urban Street	US 27	Analysis Year	2023	Analysis Period	1> 7:30
Intersection	SR 542	File Name	1 - US 27 & Dundee Rd - Existing AM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	242	221	237	198	362	45	232	1068	142	71	984	187

Signal Information			
Cycle, s	170.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	9.4	8.7		73.6	11.6	3.9	25.1					
Yellow	5.1	5.1		5.1	4.2	0.0	4.2					
Red	3.0	3.0		2.0	2.7	0.0	3.2					



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	2.0	3.0	1.1	4.0	2.0	3.0	2.0	3.0
Phase Duration, s	22.4	36.4	18.5	32.5	34.4	97.6	17.5	80.7
Change Period, ($Y+R_c$), s	7.4	7.4	6.9	7.4	8.1	7.1	8.1	7.1
Max Allow Headway (*MAH*), s	4.0	4.0	4.0	4.0	4.0	0.0	4.0	0.0
Queue Clearance Time (g_s), s	14.4	25.7	10.8	21.3	25.5		9.5	
Green Extension Time (g_e), s	0.6	3.3	0.7	3.3	0.8	0.0	0.2	0.0
Phase Call Probability	1.00	1.00	1.00	1.00	1.00		0.97	
Max Out Probability	0.06	0.00	0.00	0.00	0.00		0.00	

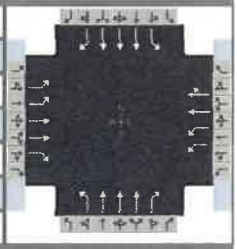
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	255	233	223	208	217	211	244	1124	149	75	1036	197
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1716	1724	1552	1675	1870	1798	1739	1577	1521	1668	1564	1520
Queue Service Time (g_s), s	12.4	10.2	23.7	8.8	19.0	19.3	23.5	24.8	8.7	7.5	27.3	14.3
Cycle Queue Clearance Time (g_c), s	12.4	10.2	23.7	8.8	19.0	19.3	23.5	24.8	8.7	7.5	27.3	14.3
Green Ratio (*g/C*)	0.09	0.17	0.17	0.22	0.15	0.15	0.15	0.53	0.53	0.06	0.43	0.43
Capacity (*c*), veh/h	303	589	265	533	276	265	269	2518	809	93	2032	658
Volume-to-Capacity Ratio (*X*)	0.840	0.395	0.842	0.391	0.786	0.796	0.909	0.447	0.185	0.807	0.510	0.299
Back of Queue (Q), ft/ln (95 th percentile)	249.3	208.1	385.4	176.9	366.3	379.5	431.3	383	149.5	173.8	428.1	243.5
Back of Queue (Q), veh/ln (95 th percentile)	9.7	7.9	14.9	6.8	14.4	14.2	16.6	14.1	5.7	6.4	15.6	9.2
Queue Storage Ratio (*RQ*) (95 th percentile)	0.68	0.00	0.00	0.00	0.00	0.00	0.45	0.00	0.00	0.21	0.00	0.00
Uniform Delay (d_1), s/veh	76.3	62.7	68.3	56.0	69.9	70.0	70.7	24.4	20.6	79.4	35.1	31.4
Incremental Delay (d_2), s/veh	8.6	0.4	7.1	0.5	4.9	5.4	11.4	0.6	0.5	15.0	0.9	1.2
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	84.9	63.1	75.4	56.4	74.8	75.4	82.1	25.0	21.1	94.4	36.0	32.5
Level of Service (LOS)	F	E	E	E	E	E	F	C	C	F	D	C
Approach Delay, s/veh / LOS	74.8	E		69.0	E		33.8	C		38.8	D	
Intersection Delay, s/veh / LOS	47.7						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.75	C	2.75	C	2.43	B	2.62	C
Bicycle LOS Score / LOS	1.07	A	1.01	A	1.32	A	1.21	A

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HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Oct 17, 2023	Area Type	Other
Jurisdiction	Polk County	Time Period	Existing PM	PHF	0.95
Urban Street	US 27	Analysis Year	2023	Analysis Period	1> 16:45
Intersection	SR 542	File Name	1 - US 27 & Dundee Rd - Existing PM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	266	330	264	200	296	56	275	1311	192	105	1170	254

Signal Information			
Cycle, s	200.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	14.8	12.0		86.1	13.0	6.5		29.9				
Yellow	5.1	5.1		5.1	4.2	0.0		4.2				
Red	3.0	3.0		2.0	2.7	0.0		3.2				



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	2.0	3.0	1.1	4.0	2.0	3.0	2.0	3.0
Phase Duration, s	26.4	43.8	19.9	37.3	43.1	113.4	22.9	93.2
Change Period, ($Y+R_c$), s	7.4	7.4	6.9	7.4	8.1	7.1	8.1	7.1
Max Allow Headway (*MAH*), s	4.0	4.0	4.0	4.0	4.0	0.0	4.0	0.0
Queue Clearance Time (g_s), s	18.4	32.7	12.4	22.7	34.0		14.6	
Green Extension Time (g_e), s	0.6	3.7	0.7	3.7	1.0	0.0	0.3	0.0
Phase Call Probability	1.00	1.00	1.00	1.00	1.00		1.00	
Max Out Probability	0.12	0.01	0.00	0.01	0.00		0.00	

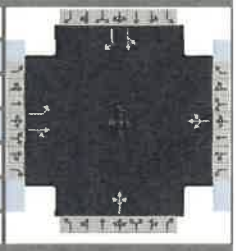
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	280	347	248	211	198	172	289	1380	202	111	1232	267
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1689	1795	1572	1702	1870	1586	1781	1631	1572	1739	1631	1585
Queue Service Time (g_s), s	16.4	17.5	30.7	10.4	20.2	20.7	32.0	36.8	13.8	12.6	38.3	23.1
Cycle Queue Clearance Time (g_c), s	16.4	17.5	30.7	10.4	20.2	20.7	32.0	36.8	13.8	12.6	38.3	23.1
Green Ratio (*g/C*)	0.09	0.18	0.18	0.21	0.15	0.15	0.17	0.53	0.53	0.07	0.43	0.43
Capacity (*c*), veh/h	321	653	286	465	280	237	312	2600	835	129	2107	682
Volume-to-Capacity Ratio (*X*)	0.874	0.532	0.869	0.453	0.709	0.725	0.929	0.531	0.242	0.857	0.585	0.392
Back of Queue (*Q*), ft/ln (95 th percentile)	320.3	322.3	492	207	384.3	349.5	562.3	546.4	233.1	265.5	580.1	362.5
Back of Queue (*Q*), veh/ln (95 th percentile)	12.3	12.8	19.2	8.0	15.1	13.5	22.1	20.7	9.1	10.2	22.0	14.3
Queue Storage Ratio (*RQ*) (95 th percentile)	0.80	0.00	0.00	0.00	0.00	0.00	0.59	0.00	0.00	0.32	0.00	0.00
Uniform Delay (d_1), s/veh	89.3	74.1	79.5	66.2	80.9	81.1	81.3	30.6	25.2	91.5	43.3	39.0
Incremental Delay (d_2), s/veh	14.0	0.7	11.3	0.7	3.3	4.2	12.9	0.8	0.7	14.7	1.2	1.7
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	103.3	74.8	90.8	66.9	84.2	85.3	94.1	31.4	25.9	106.2	44.5	40.7
Level of Service (LOS)	F	E	F	E	F	F	F	C	C	F	D	D
Approach Delay, s/veh / LOS	88.4	F		78.3	E		40.5	D		48.1	D	
Intersection Delay, s/veh / LOS	55.9						E					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.75	C	2.75	C	2.43	B	2.63	C
Bicycle LOS Score / LOS	1.21	A	0.97	A	1.52	B	1.37	A

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HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Aug 24, 2023	Area Type	Other
Jurisdiction	Polk County	Time Period	Existing AM	PHF	0.95
Urban Street	SR 17	Analysis Year	2023	Analysis Period	1> 7:45
Intersection	Dundee Rd	File Name	2 - SR 17 & Dundee Rd - Existing AM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	134	228	0	0	342	187	12	18	1	147	3	260

Signal Information			
Cycle, s	68.7	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	33.0	15.2	3.3	0.0	0.0	0.0						
Yellow	3.7	3.7	3.7	0.0	0.0	0.0						
Red	2.1	2.0	2.0	0.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6		8		4
Case Number		6.0		8.0		12.0		11.0
Phase Duration, s		38.8		38.8		9.0		20.9
Change Period, ($Y+R_c$), s		5.8		5.8		5.7		5.7
Max Allow Headway (*MAH*), s		4.4		4.4		4.1		4.3
Queue Clearance Time (g_s), s		29.7		19.0		3.2		13.4
Green Extension Time (g_e), s		3.3		4.3		0.1		1.8
Phase Call Probability		1.00		1.00		0.46		1.00
Max Out Probability		0.35		0.05		0.00		0.00

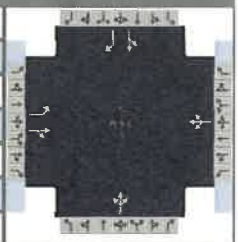
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	141	0			0			33			158	274
Adjusted Saturation Flow Rate (*s*), veh/h/ln	832	0			0			1853			1684	1556
Queue Service Time (g_s), s	10.8	0.0			0.0			1.2			5.5	11.4
Cycle Queue Clearance Time (g_c), s	27.7	0.0			0.0			1.2			5.5	11.4
Green Ratio (*g/C*)	0.48							0.05			0.22	0.22
Capacity (*c*), veh/h	300							88			374	346
Volume-to-Capacity Ratio (*X*)	0.471	0.000			0.000			0.369			0.422	0.791
Back of Queue (*Q*), ft/ln (95 th percentile)	98	0			0			25.7			104.5	201.4
Back of Queue (*Q*), veh/ln (95 th percentile)	3.8	0.0			0.0			1.0			3.9	7.8
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00			0.00			0.00			0.00	0.00
Uniform Delay (d_1), s/veh	24.3							31.8			23.0	25.3
Incremental Delay (d_2), s/veh	1.1	0.0			0.0			2.6			0.8	4.1
Initial Queue Delay (d_3), s/veh	0.0	0.0			0.0			0.0			0.0	0.0
Control Delay (*d*), s/veh	25.4							34.3			23.7	29.3
Level of Service (LOS)	C							C			C	C
Approach Delay, s/veh / LOS	16.3	B		15.0	B		34.3	C		27.3	C	
Intersection Delay, s/veh / LOS	19.6						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.66	B	1.89	B	1.71	B	1.94	B
Bicycle LOS Score / LOS	1.12	A	1.41	A	0.54	A	1.20	A

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HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Aug 24, 2023	Area Type	Other
Jurisdiction	Polk County	Time Period	Existing PM	PHF	0.95
Urban Street	SR 17	Analysis Year	2023	Analysis Period	1> 16:15
Intersection	Dundee Rd	File Name	2 - SR 17 & Dundee Rd - Existing PM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	251	320	4	1	284	190	12	17	4	243	11	268

Signal Information			
Cycle, s	78.6	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	40.0	17.7	3.7	0.0	0.0	0.0	
Yellow	3.7	3.7	3.7	0.0	0.0	0.0	
Red	2.1	2.0	2.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6		8		4
Case Number		6.0		8.0		12.0		11.0
Phase Duration, s		45.8		45.8		9.4		23.4
Change Period, ($Y+R_c$), s		5.8		5.8		5.7		5.7
Max Allow Headway (*MAH*), s		4.5		4.5		4.2		4.3
Queue Clearance Time (g_s), s		41.1		18.0		3.5		15.5
Green Extension Time (g_e), s		0.0		5.4		0.1		2.2
Phase Call Probability		1.00		1.00		0.53		1.00
Max Out Probability		1.00		0.09		0.00		0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	264	341			500			35			267	282
Adjusted Saturation Flow Rate (*s*), veh/h/ln	892	1837			1703			1827			1743	1560
Queue Service Time (g_s), s	23.0	8.8			0.0			1.5			11.0	13.5
Cycle Queue Clearance Time (g_c), s	39.1	8.8			16.0			1.5			11.0	13.5
Green Ratio (*g/C*)	0.51	0.51			0.51			0.05			0.22	0.22
Capacity (*c*), veh/h	409	935			912			87			392	351
Volume-to-Capacity Ratio (*X*)	0.646	0.365			0.548			0.401			0.682	0.804
Back of Queue (*Q*), ft/ln (95 th percentile)	222.4	155.5			251.1			31.7			213.3	232.6
Back of Queue (*Q*), veh/ln (95 th percentile)	8.7	6.0			9.7			1.3			8.2	9.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00			0.00			0.00			0.00	0.00
Uniform Delay (d_1), s/veh	27.0	11.6			13.4			36.4			27.9	28.8
Incremental Delay (d_2), s/veh	3.5	0.2			0.7			3.0			2.1	4.3
Initial Queue Delay (d_3), s/veh	0.0	0.0			0.0			0.0			0.0	0.0
Control Delay (*d*), s/veh	30.6	11.9			14.1			39.3			30.0	33.1
Level of Service (LOS)	C	B			B			D			C	C
Approach Delay, s/veh / LOS	20.0	C		14.1	B		39.3	D		31.6	C	
Intersection Delay, s/veh / LOS	22.4						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.66	B	1.89	B	1.72	B	1.94	B
Bicycle LOS Score / LOS	1.49	A	1.31	A	0.54	A	1.39	A

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HCS Two-Way Stop-Control Report

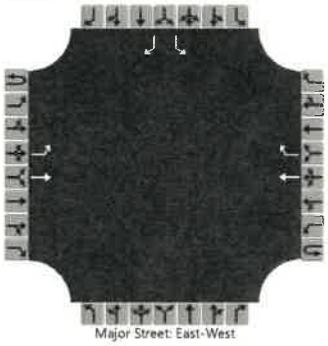
General Information

Analyst	SS
Agency/Co.	TPD, Inc.
Date Performed	8/24/2023
Analysis Year	2023
Time Analyzed	Existing AM
Intersection Orientation	East-West
Project Description	5611.1

Site Information

Intersection	SR 17 & Lake Trask Road
Jurisdiction	Polk County
East/West Street	SR 17
North/South Street	Lake Trask Road
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	1		0	0	0		1	0	1
Configuration		L	T				T	R						L		R
Volume (veh/h)		95	168				217	89						125		149
Percent Heavy Vehicles (%)		6												5		5
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized						No								No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.16												6.45		6.25
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.25												3.55		3.35

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		100												132		157
Capacity, c (veh/h)		1216												418		803
v/c Ratio		0.08												0.31		0.20
95% Queue Length, Q_{95} (veh)		0.3												1.3		0.7
Control Delay (s/veh)		8.2												17.5		10.6
Level of Service (LOS)		A												C		B
Approach Delay (s/veh)		3.0												13.7		
Approach LOS		A												B		

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HCS Two-Way Stop-Control Report

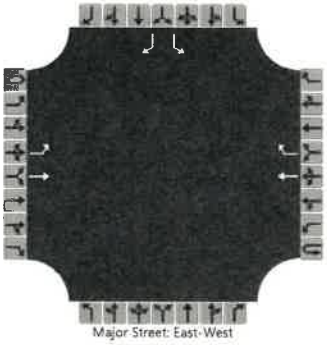
General Information

Analyst	SS
Agency/Co.	TPD, Inc.
Date Performed	8/24/2023
Analysis Year	2023
Time Analyzed	Existing PM
Intersection Orientation	East-West
Project Description	5611.1

Site Information

Intersection	SR 17 & Lake Trask Road
Jurisdiction	Polk County
East/West Street	SR 17
North/South Street	Lake Trask Road
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	1		0	0	0		1	0	1
Configuration		L	T				T	R						L		R
Volume (veh/h)		111	293				230	121						130		141
Percent Heavy Vehicles (%)		8												4		7
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized							No							No		
Median Type | Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.18												6.44		6.27
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.27												3.54		3.36

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		117												137		148
Capacity, c (veh/h)		1157												323		785
v/c Ratio		0.10												0.42		0.19
95% Queue Length, Q_{95} (veh)		0.3												2.0		0.7
Control Delay (s/veh)		8.5												24.1		10.7
Level of Service (LOS)		A												C		B
Approach Delay (s/veh)		2.3												17.1		
Approach LOS		A												C		

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HCS Two-Way Stop-Control Report

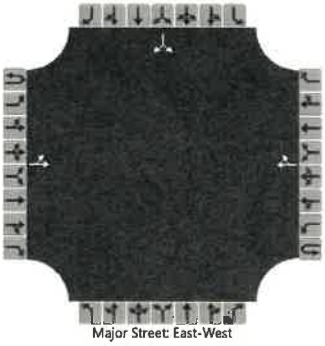
General Information

Analyst	SS
Agency/Co.	TPD, Inc.
Date Performed	8/24/2023
Analysis Year	2023
Time Analyzed	Existing AM
Intersection Orientation	East-West
Project Description	5611.1

Site Information

Intersection	Lk Mabel Loop Rd & HL Smith Rd
Jurisdiction	Polk County
East/West Street	Lake Mabel Loop Road
North/South Street	HL Smith Road
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		45	23				63	45						32		92
Percent Heavy Vehicles (%)		7												10		5
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.17												6.50		6.25
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.26												3.59		3.35

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		47													131	
Capacity, c (veh/h)		1445													890	
v/c Ratio		0.03													0.15	
95% Queue Length, Q_{95} (veh)		0.1													0.5	
Control Delay (s/veh)		7.6	0.3												9.7	
Level of Service (LOS)		A	A												A	
Approach Delay (s/veh)	5.1												9.7			
Approach LOS	A												A			

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HCS Two-Way Stop-Control Report

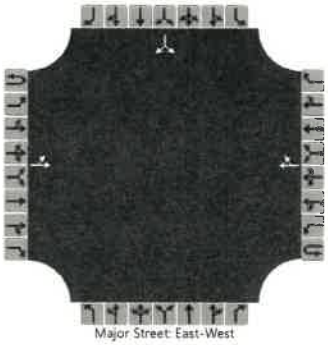
General Information

Analyst	SS
Agency/Co.	TPD, Inc.
Date Performed	8/24/2023
Analysis Year	2023
Time Analyzed	Existing PM
Intersection Orientation	East-West
Project Description	5611.1

Site Information

Intersection	Lk Mabel Loop Rd & HL Smith Rd
Jurisdiction	Polk County
East/West Street	Lake Mabel Loop Road
North/South Street	HL Smith Road
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		84	61				37	24						46		60
Percent Heavy Vehicles (%)		6												5		7
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.16												6.45		6.27
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.25												3.55		3.36

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		88													112	
Capacity, c (veh/h)		1513													808	
v/c Ratio		0.06													0.14	
95% Queue Length, Q_{95} (veh)		0.2													0.5	
Control Delay (s/veh)		7.5	0.5												10.2	
Level of Service (LOS)		A	A												B	
Approach Delay (s/veh)	4.6												10.2			
Approach LOS	A												B			

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HCS Two-Way Stop-Control Report

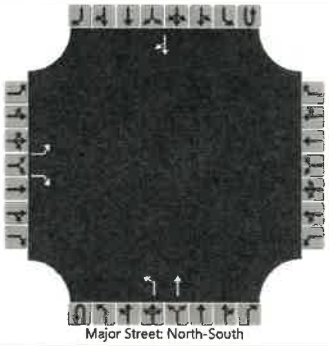
General Information

Analyst	SS
Agency/Co.	TPD, Inc.
Date Performed	8/24/2023
Analysis Year	2023
Time Analyzed	Existing AM
Intersection Orientation	North-South
Project Description	5611.1

Site Information

Intersection	SR 17 & Waverly Rd
Jurisdiction	Polk County
East/West Street	Waverly Rd
North/South Street	SR 17
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	0
Configuration		L		R						L	T					TR
Volume (veh/h)		39		50						60	281				335	101
Percent Heavy Vehicles (%)		8		19						4						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No														
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.48		6.39						4.14						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.57		3.47						2.24						

Delay, Queue Length, and Level of Service

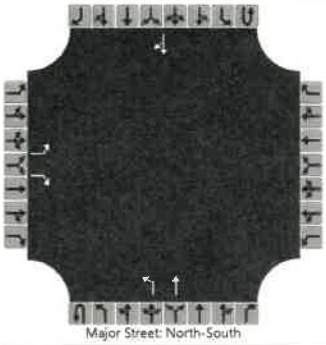
Flow Rate, v (veh/h)		41		53						63						
Capacity, c (veh/h)		314		610						1092						
v/c Ratio		0.13		0.09						0.06						
95% Queue Length, Q_{95} (veh)		0.4		0.3						0.2						
Control Delay (s/veh)		18.2		11.5						8.5						
Level of Service (LOS)		C		B						A						
Approach Delay (s/veh)		14.4								1.5						
Approach LOS		B								A						

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HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	SS	Intersection	SR 17 & Waverly Rd
Agency/Co.	TPD, Inc.	Jurisdiction	Polk County
Date Performed	8/24/2023	East/West Street	Waverly Rd
Analysis Year	2023	North/South Street	SR 17
Time Analyzed	Existing PM	Peak Hour Factor	0.95
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	5611.1		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	0
Configuration		L		R						L	T					TR
Volume (veh/h)		133		96						77	347				372	104
Percent Heavy Vehicles (%)		1		4						5						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No														
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.41		6.24						4.15						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.51		3.34						2.25						

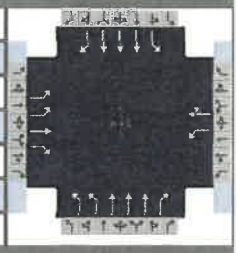
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		140		101						81						
Capacity, c (veh/h)		259		608						1048						
v/c Ratio		0.54		0.17						0.08						
95% Queue Length, Q_{95} (veh)		2.9		0.6						0.3						
Control Delay (s/veh)		34.2		12.1						8.7						
Level of Service (LOS)		D		B						A						
Approach Delay (s/veh)		24.9								1.6						
Approach LOS		C								A						

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HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Aug 24, 2023	Area Type	Other
Jurisdiction	Polk County	Time Period	Existing AM	PHF	0.95
Urban Street	US 27	Analysis Year	2023	Analysis Period	1> 7:30
Intersection	Waverly Rd	File Name	6 - US 27 & Waverly Rd - Existing AM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	314	89	474	46	148	28	466	1040	34	26	1059	303

Signal Information			
Cycle, s	126.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	3.1	10.1		43.8	4.8	2.8	15.0					
Yellow	6.0	6.0		6.0	4.9	4.9	4.9					
Red	2.1	3.0		2.0	2.6	2.1	2.0					



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	2.0	3.0	2.0	4.0	2.0	3.0	2.0	3.0
Phase Duration, s	22.1	31.7	12.3	21.9	30.3	70.9	11.2	51.8
Change Period, ($Y+R_c$), s	7.0	6.9	7.5	6.9	9.0	8.0	8.1	8.0
Max Allow Headway (*MAH*), s	4.0	4.1	4.0	4.1	4.0	3.9	4.0	3.9
Queue Clearance Time (g_s), s	13.8	25.8	5.8	14.6	19.5	21.0	4.2	27.4
Green Extension Time (g_e), s	1.2	0.0	0.1	0.4	1.8	17.3	0.0	16.4
Phase Call Probability	1.00	1.00	0.82	1.00	1.00	1.00	0.62	1.00
Max Out Probability	0.00	1.00	0.00	0.65	0.01	0.15	0.00	0.21

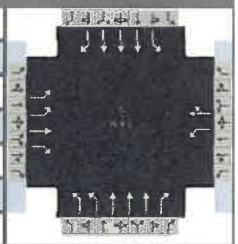
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	331	94	299	48	185		491	1095	36	27	1115	319
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1716	1811	1572	1584	1818		1716	1577	1447	1527	1577	1547
Queue Service Time (g_s), s	11.8	5.5	23.8	3.8	12.6		17.5	19.0	1.6	2.2	25.4	21.4
Cycle Queue Clearance Time (g_c), s	11.8	5.5	23.8	3.8	12.6		17.5	19.0	1.6	2.2	25.4	21.4
Green Ratio (*g/C*)	0.12	0.20	0.20	0.04	0.12		0.17	0.50	0.50	0.02	0.35	0.35
Capacity (*c*), veh/h	412	356	309	61	216		580	2362	722	37	1644	538
Volume-to-Capacity Ratio (*X*)	0.803	0.263	0.968	0.797	0.857		0.846	0.464	0.050	0.731	0.678	0.593
Back of Queue (*Q*), ft/ln (95 th percentile)	229	116.5	475.6	94.1	277.4		309.3	293	25.3	57.1	390.9	322.8
Back of Queue (*Q*), veh/ln (95 th percentile)	8.9	4.4	18.6	3.3	10.9		12.1	10.8	0.9	2.0	14.4	12.4
Queue Storage Ratio (*RQ*) (95 th percentile)	0.45	0.00	0.00	0.39	0.00		0.42	0.00	0.00	0.12	0.00	0.00
Uniform Delay (d_1), s/veh	54.1	43.0	50.3	60.2	54.6		50.9	20.6	16.2	61.2	35.2	33.9
Incremental Delay (d_2), s/veh	3.7	0.4	42.4	20.5	17.4		3.9	0.1	0.0	23.6	0.5	1.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	57.8	43.4	92.7	80.7	71.9		54.8	20.7	16.3	84.8	35.7	34.9
Level of Service (LOS)	E	D	F	F	E		D	C	B	F	D	C
Approach Delay, s/veh / LOS	70.4	E		73.8	E		30.9	C		36.4	D	
Intersection Delay, s/veh / LOS	42.5						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.86	C	2.74	C	1.91	B	2.71	C
Bicycle LOS Score / LOS	1.68	B	0.87	A	1.38	A	1.29	A

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HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Aug 24, 2023	Area Type	Other
Jurisdiction	Polk County	Time Period	Existing PM	PHF	0.95
Urban Street	US 27	Analysis Year	2023	Analysis Period	1> 16:45
Intersection	Waverly Rd	File Name	6 - US 27 & Waverly Rd - Existing PM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	416	198	664	38	141	43	581	1268	77	43	1120	448

Signal Information			
Cycle, s	155.6	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	5.4	16.9		52.8	4.6	10.6	18.7					
Yellow	6.0	6.0		6.0	4.9	4.9	4.9					
Red	2.1	3.0		2.0	2.6	2.1	2.0					

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	2.0	3.0	2.0	4.0	2.0	3.0	2.0	3.0
Phase Duration, s	29.8	43.3	12.1	25.6	39.4	86.7	13.5	60.8
Change Period, ($Y+R_c$), s	7.0	6.9	7.5	6.9	9.0	8.0	8.1	8.0
Max Allow Headway (*MAH*), s	4.0	4.1	4.0	4.1	4.0	3.9	4.0	3.9
Queue Clearance Time (g_s), s	21.3	38.4	5.6	18.6	28.9	31.2	6.2	45.1
Green Extension Time (g_e), s	1.5	0.0	0.1	0.1	1.4	20.1	0.1	7.7
Phase Call Probability	1.00	1.00	0.82	1.00	1.00	1.00	0.86	1.00
Max Out Probability	0.01	1.00	0.00	1.00	0.45	0.44	0.00	0.64

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	438	208	419	40	194		612	1335	81	45	1179	472
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1730	1856	1585	1725	1795		1730	1618	1560	1668	1618	1598
Queue Service Time (g_s), s	19.3	15.1	36.4	3.6	16.6		26.9	29.2	4.2	4.2	33.0	43.1
Cycle Queue Clearance Time (g_c), s	19.3	15.1	36.4	3.6	16.6		26.9	29.2	4.2	4.2	33.0	43.1
Green Ratio (*g/C*)	0.15	0.23	0.23	0.03	0.12		0.20	0.51	0.51	0.03	0.34	0.34
Capacity (*c*), veh/h	507	434	371	52	216		675	2455	789	58	1647	542
Volume-to-Capacity Ratio (*X*)	0.864	0.480	1.130	0.775	0.897		0.906	0.544	0.103	0.784	0.716	0.870
Back of Queue (*Q*), ft/ln (95 th percentile)	347.6	291.7	849	88.6	366.7		472.6	432.2	70.3	101.6	503.2	632.4
Back of Queue (*Q*), veh/ln (95 th percentile)	13.7	11.4	33.4	3.4	14.4		18.6	16.2	2.7	3.8	18.9	25.1
Queue Storage Ratio (*RQ*) (95 th percentile)	0.68	0.00	0.00	0.37	0.00		0.65	0.00	0.00	0.22	0.00	0.00
Uniform Delay (d_1), s/veh	64.9	51.5	59.7	75.0	67.5		61.3	26.2	20.1	74.6	44.9	48.2
Incremental Delay (d_2), s/veh	6.4	0.8	87.1	21.5	32.1		13.0	0.2	0.1	20.2	0.9	10.2
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	71.4	52.3	146.7	96.5	99.6		74.3	26.5	20.1	94.8	45.8	58.4
Level of Service (LOS)	E	D	F	F	F		E	C	C	F	D	E
Approach Delay, s/veh / LOS	97.3		F	99.1		F	40.7		D	50.6		D
Intersection Delay, s/veh / LOS	58.7						E					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.86	C	2.75	C	1.92	B	2.83	C
Bicycle LOS Score / LOS	2.25	B	0.87	A	1.60	B	1.42	A

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APPENDIX E

ITE Pages

Single-Family Detached Housing
(210)

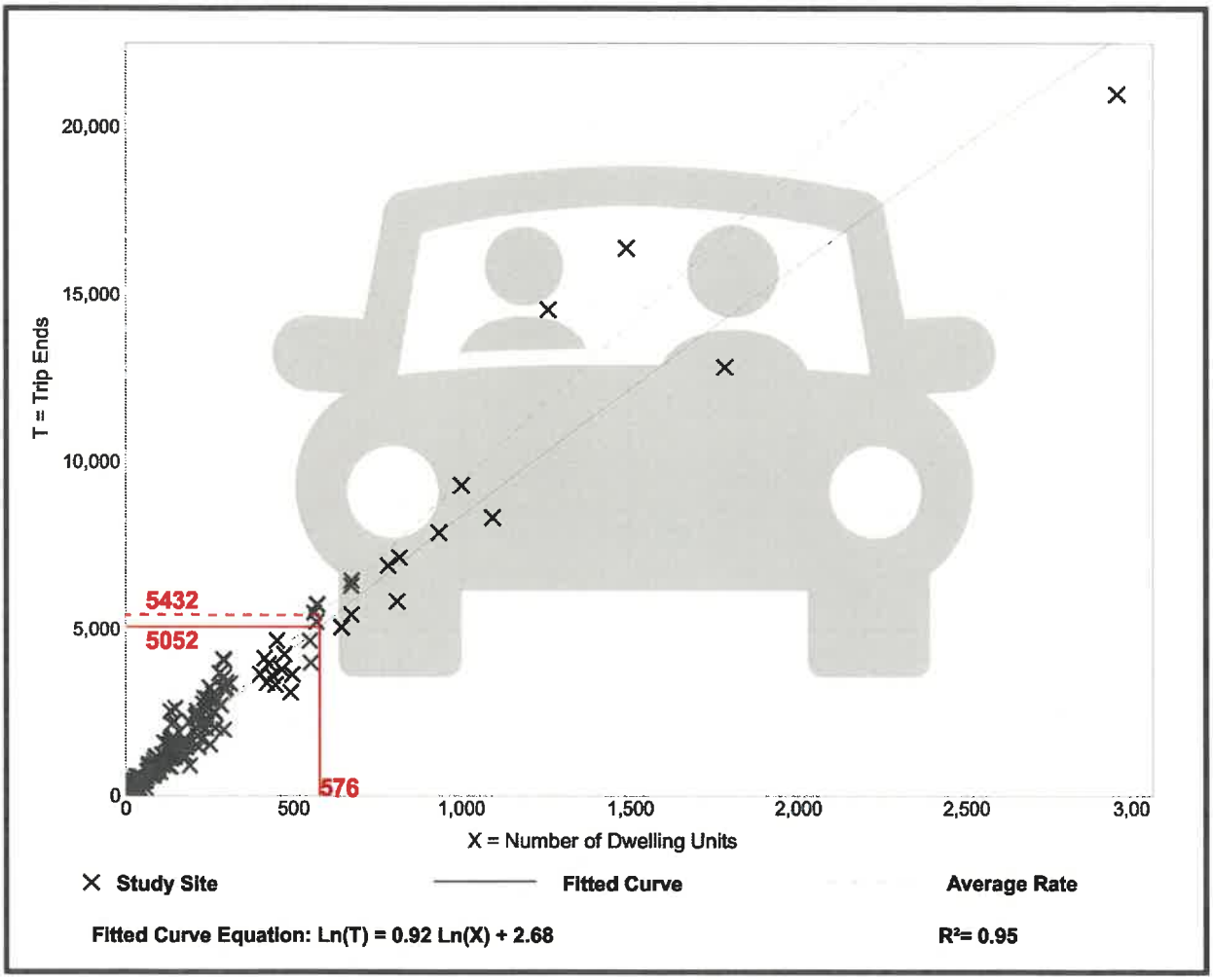
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Trip Gen Manual, 11th Edition • Institute of Transportation Engineers

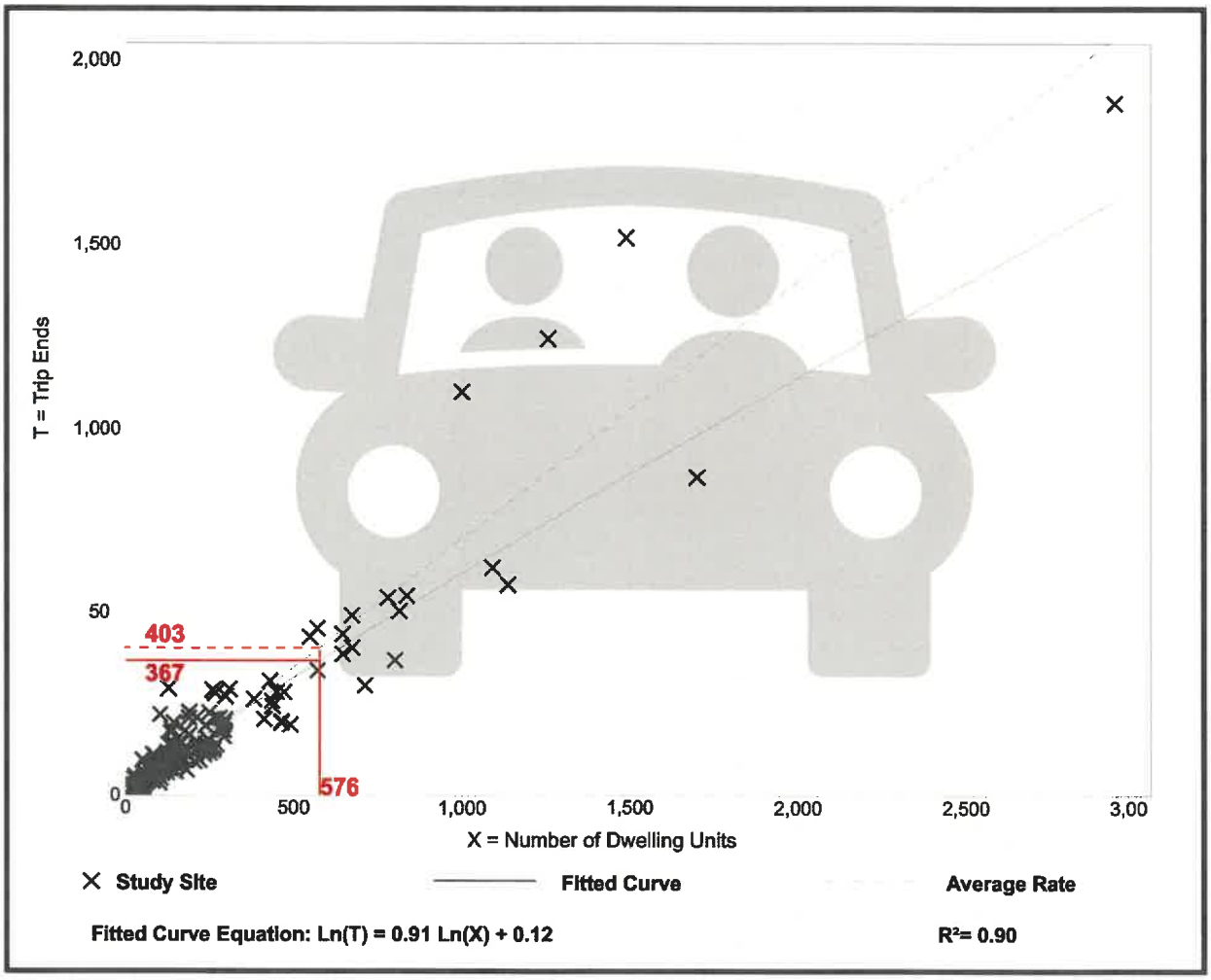
Single-Family Detached Housing
(210)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 192
Avg. Num. of Dwelling Units: 226
Directional Distribution: 25% entering, 75% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



Trip Gen Manual, 11th Edition • Institute of Transportation Engineers

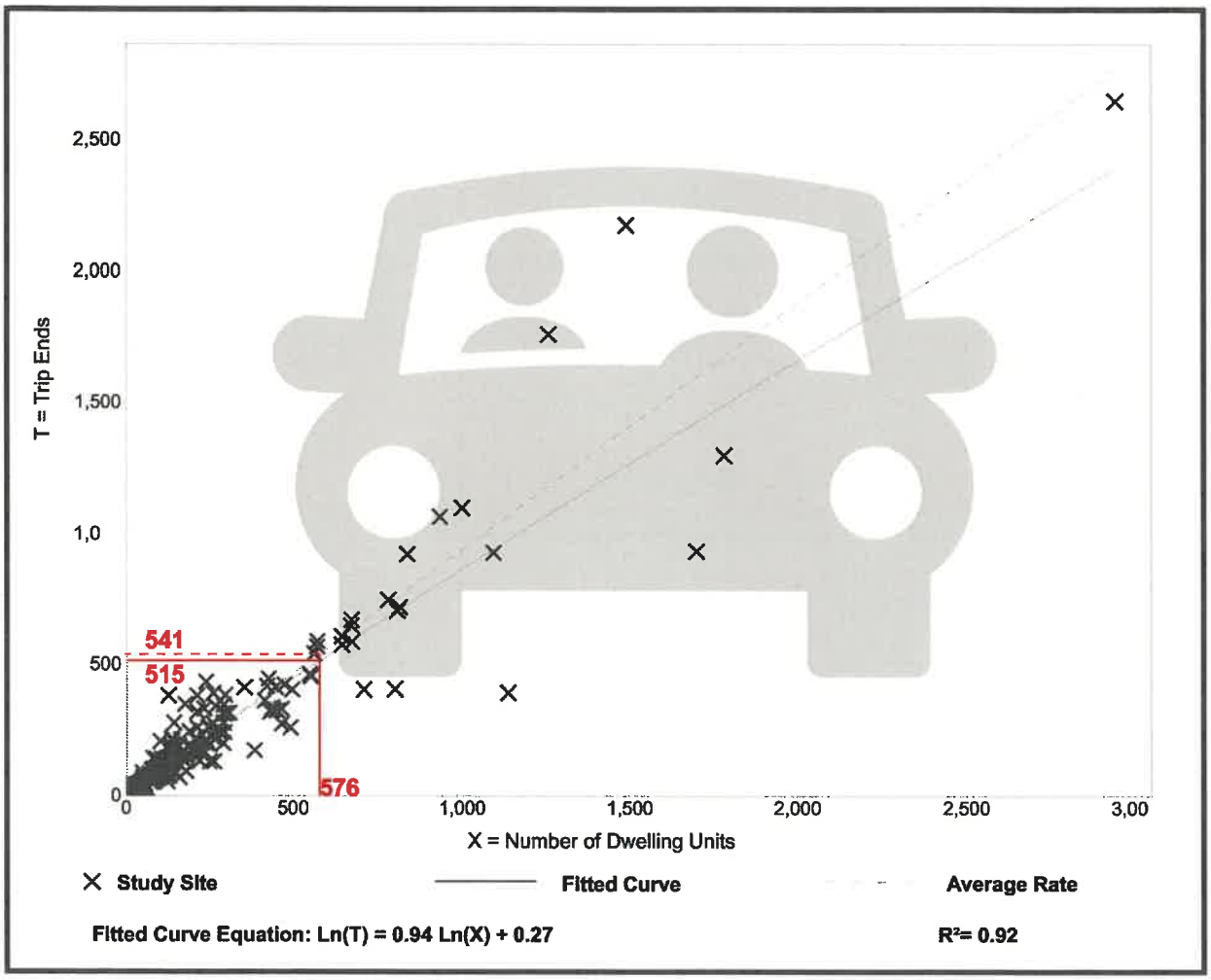
Single-Family Detached Housing
(210)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 208
Avg. Num. of Dwelling Units: 248
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

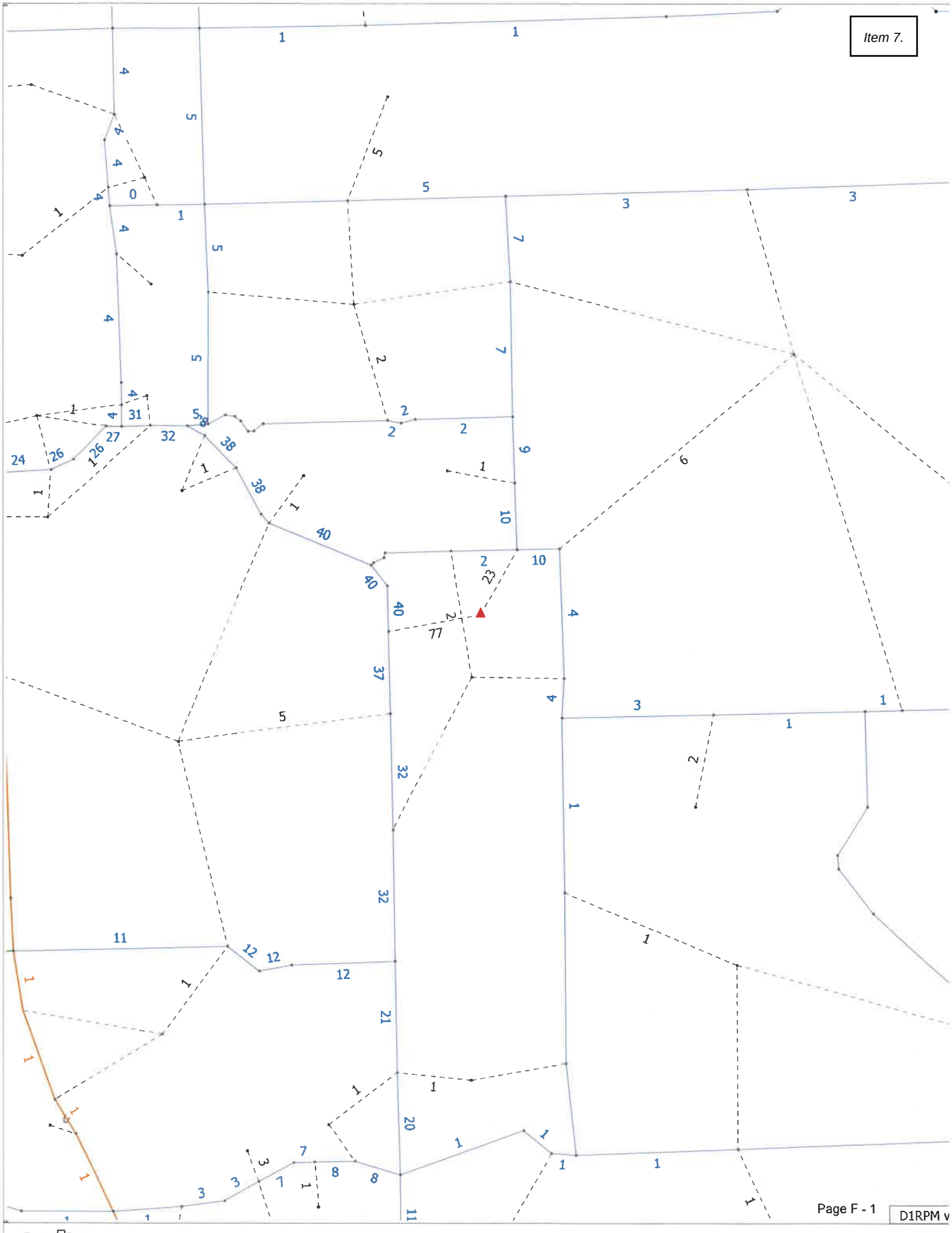
Data Plot and Equation

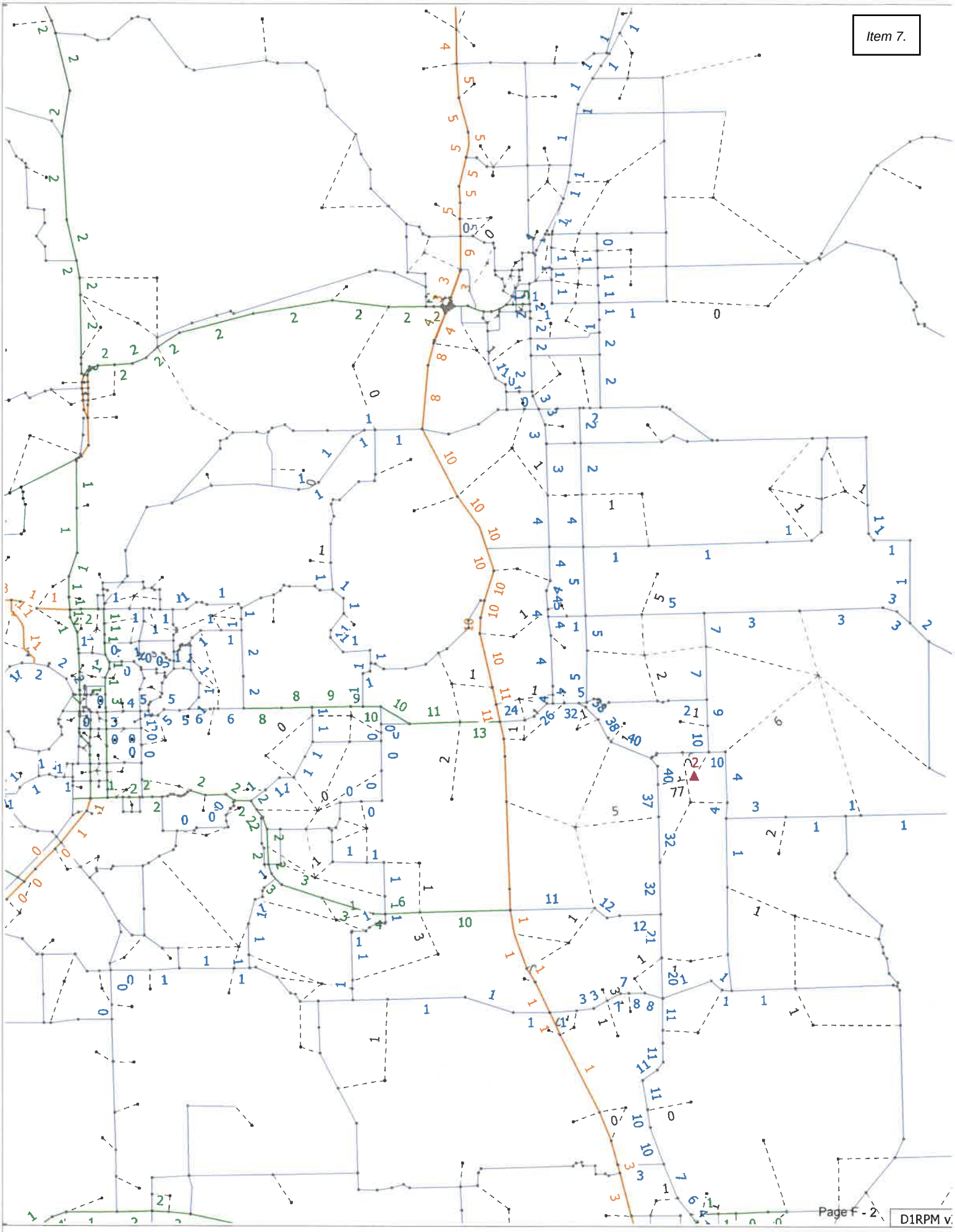


Trip Gen Manual, 11th Edition • Institute of Transportation Engineers

APPENDIX F

Model Output



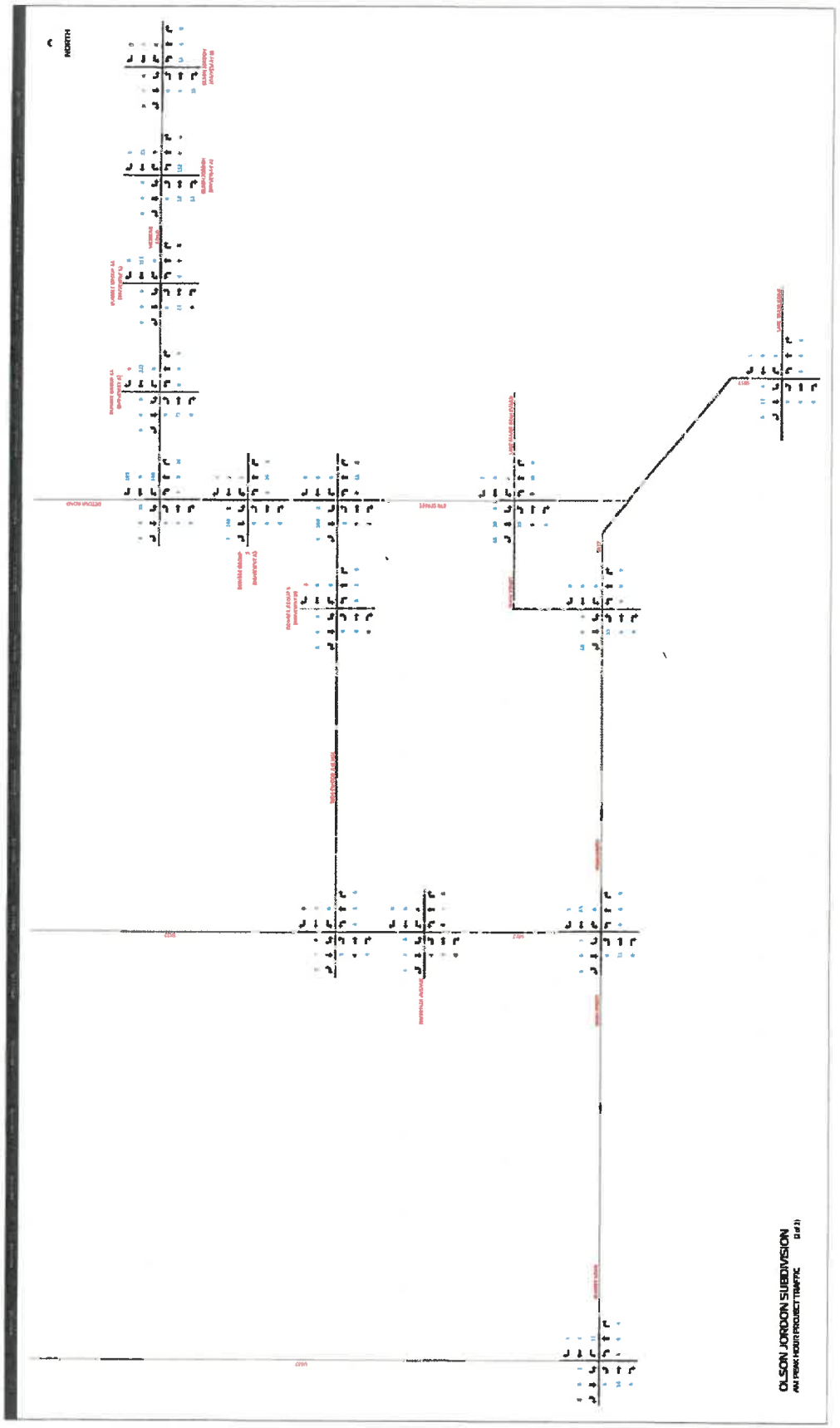


APPENDIX G

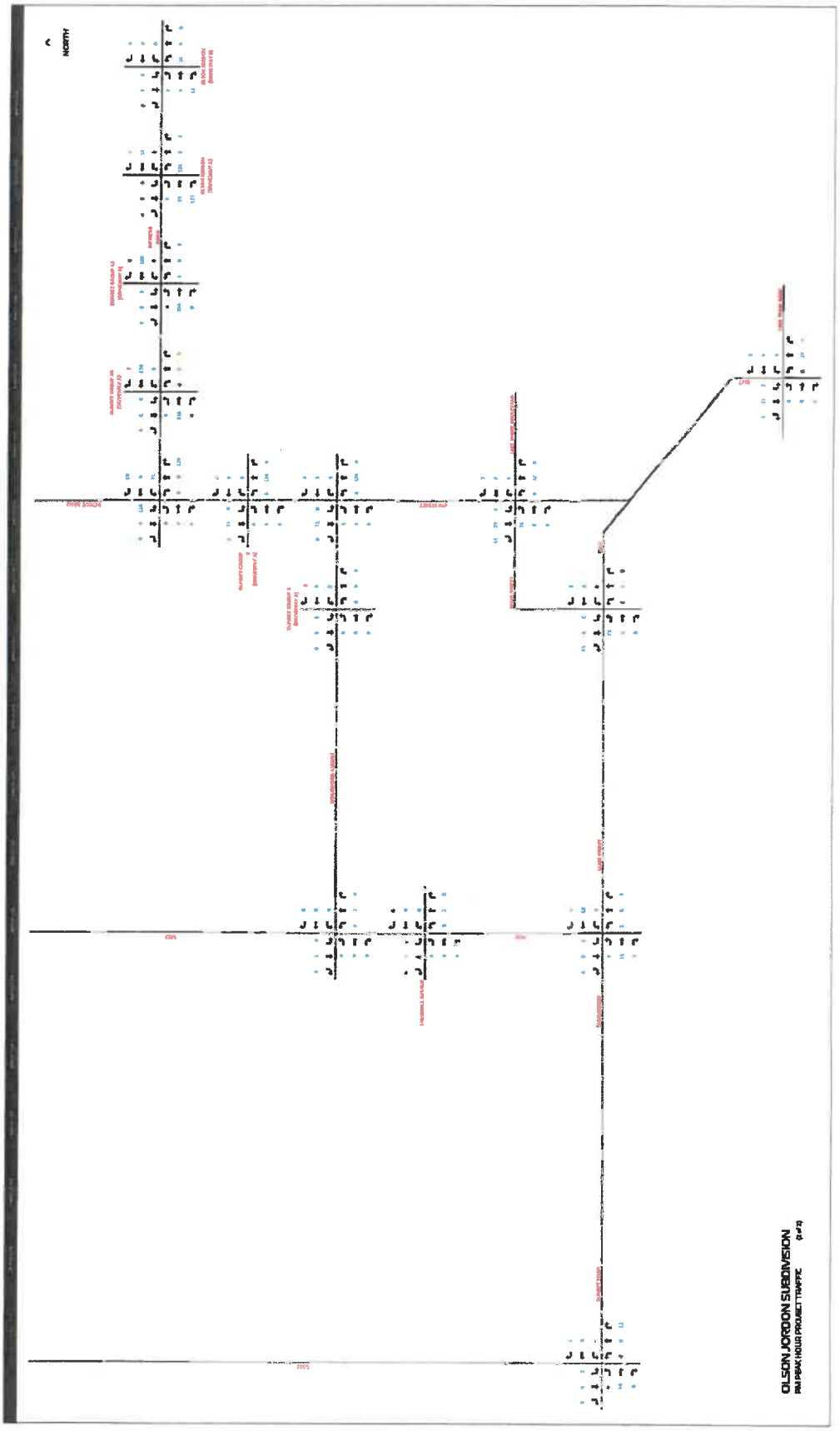
Approved Development Trips

Appendix G - Table of Contents

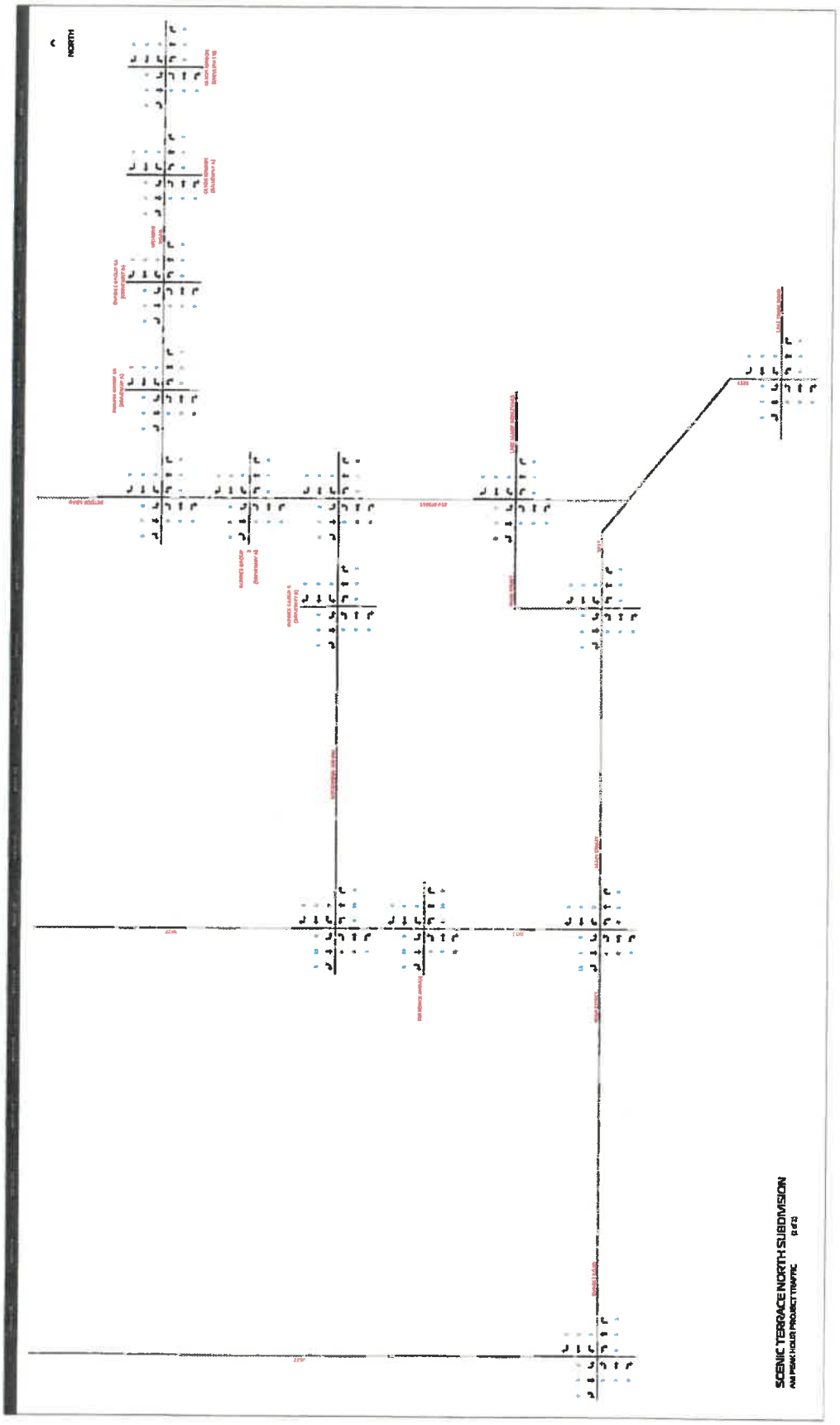
Item	Page Number
Committed Trips – Olson Jordon	G - 1
Committed Trips – Scenic Terrace N	G - 3
Committed Trips – Scenic Terrace S	G - 5
Committed Trips – Dundee Group 3	G - 7
Committed Trips – Dundee Group 4A	G - 9
Committed Trips – Reserve at Dundee Lakes	G - 11
Committed Trips – Legacy Hill	G - 13


NORTH
OLSON JORDON SUBDIVISION
AM PEAK HOUR PROJECT TRAFFIC

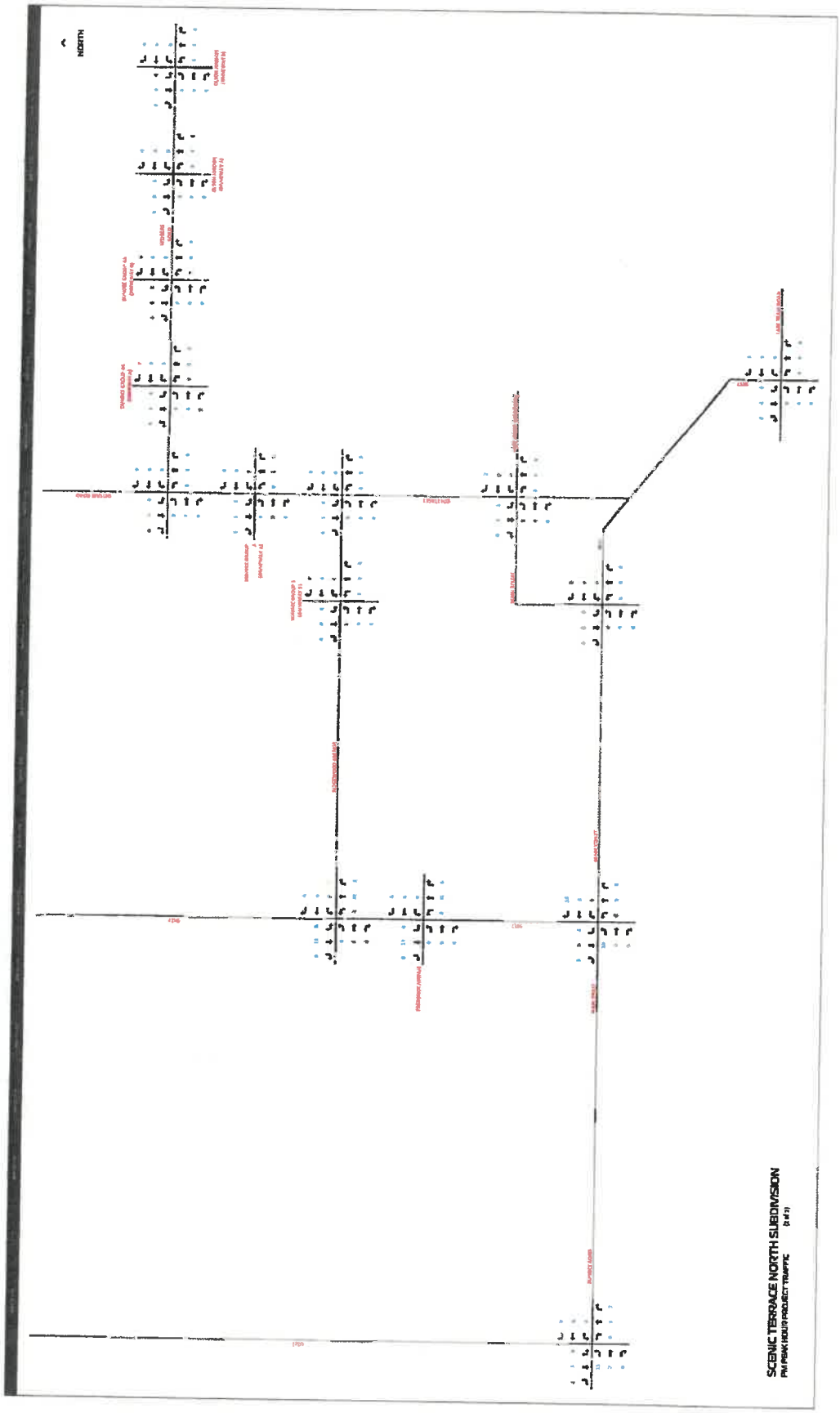
D-2 of 4


NORTH
OLSON JORDON SUBDIVISION
PM PEAK HOUR PROJECT TRAFFIC

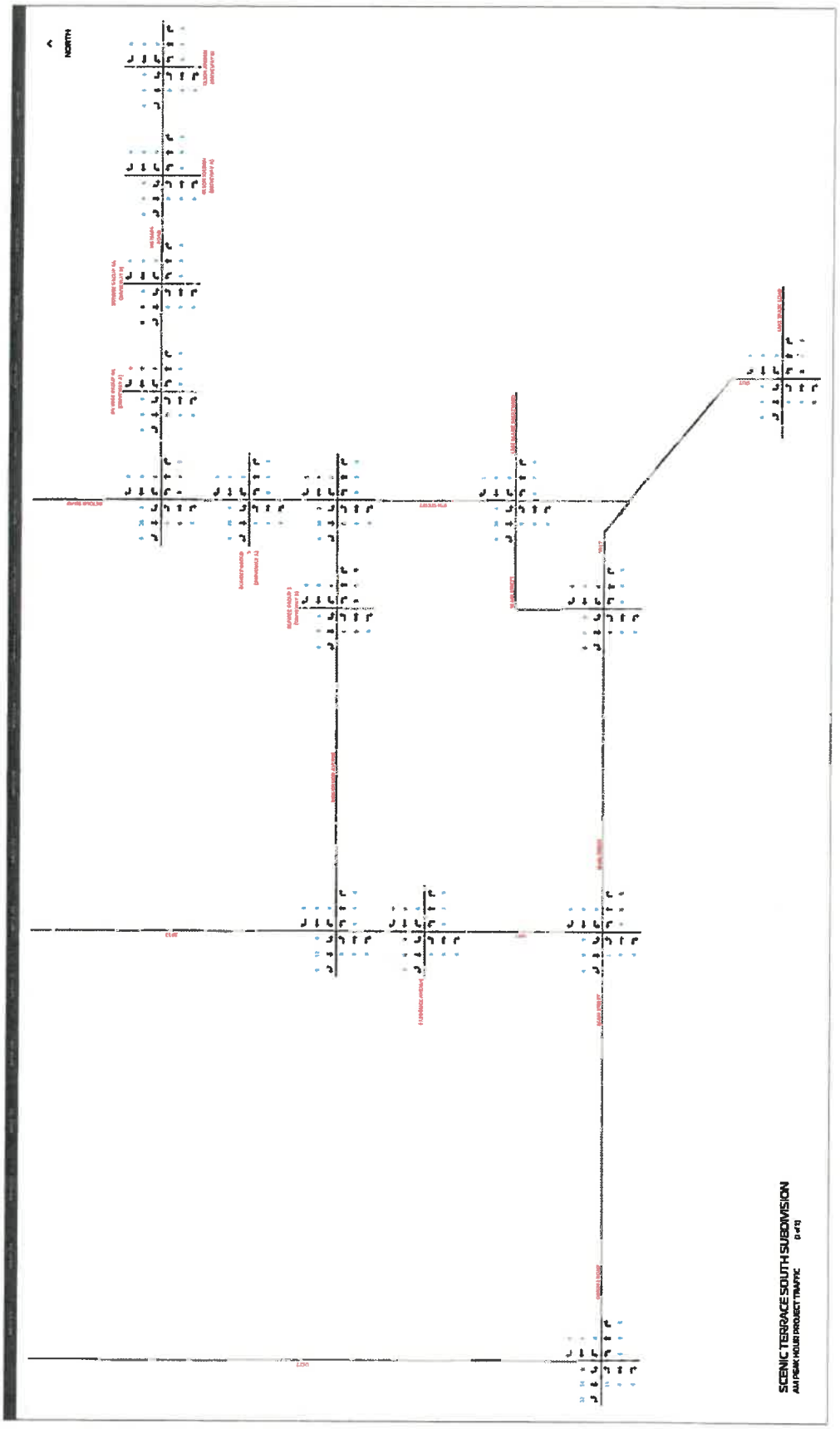
D-4 of 4


NORTH
SCENIC TERRACE NORTH SUBDIVISION
AM PEAK HOUR PROJECT TRAFFIC

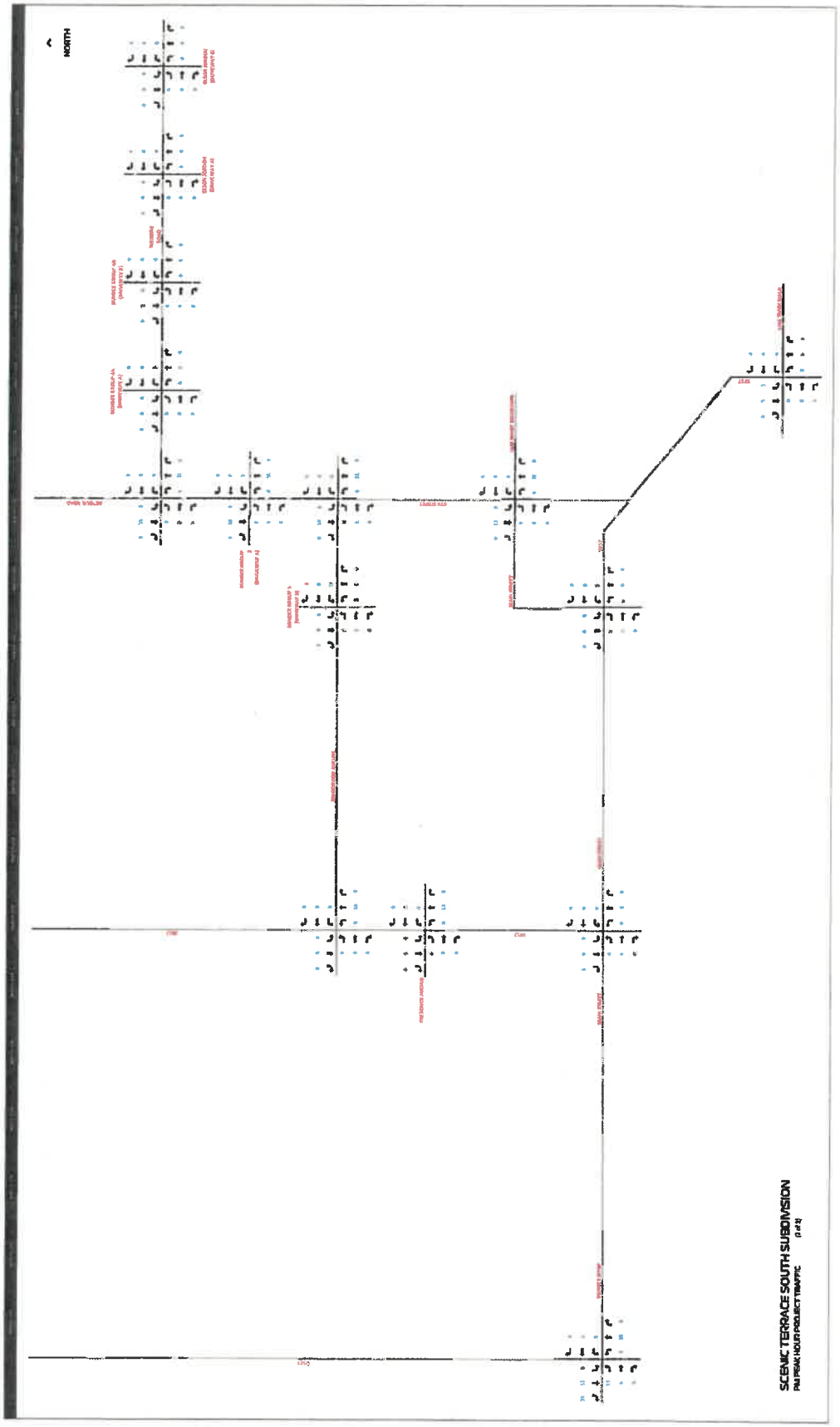
G - 2 of 16


NORTH
SCENIC TERRACE NORTH SUBDIVISION
PM PEAK HOUR PROJECT TRAFFIC

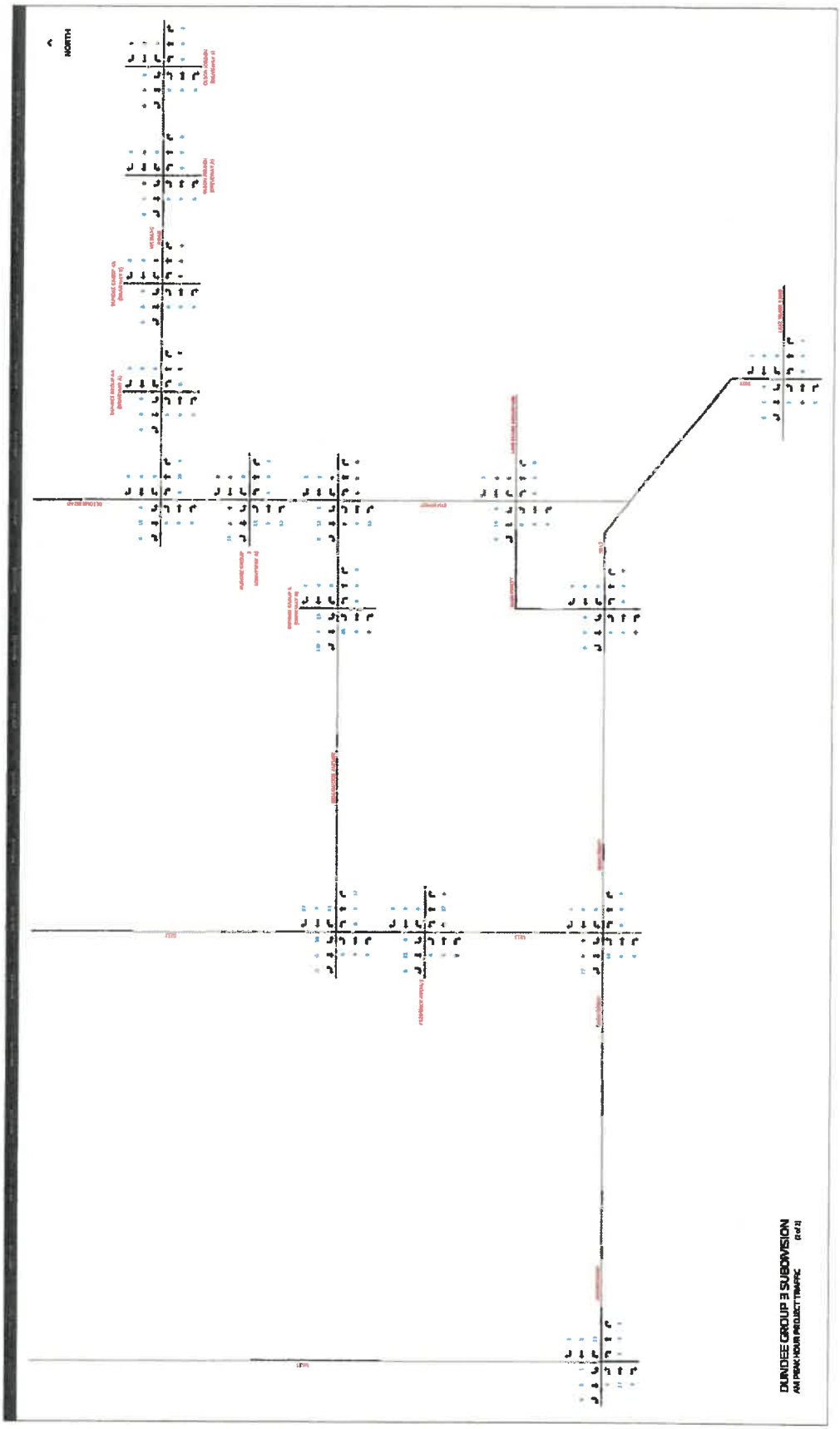
G - 4 of 15


NORTH
SCENIC TERRACE SOUTH SUBDIVISION
AM PEAK HOUR PROJECT TRAFFIC

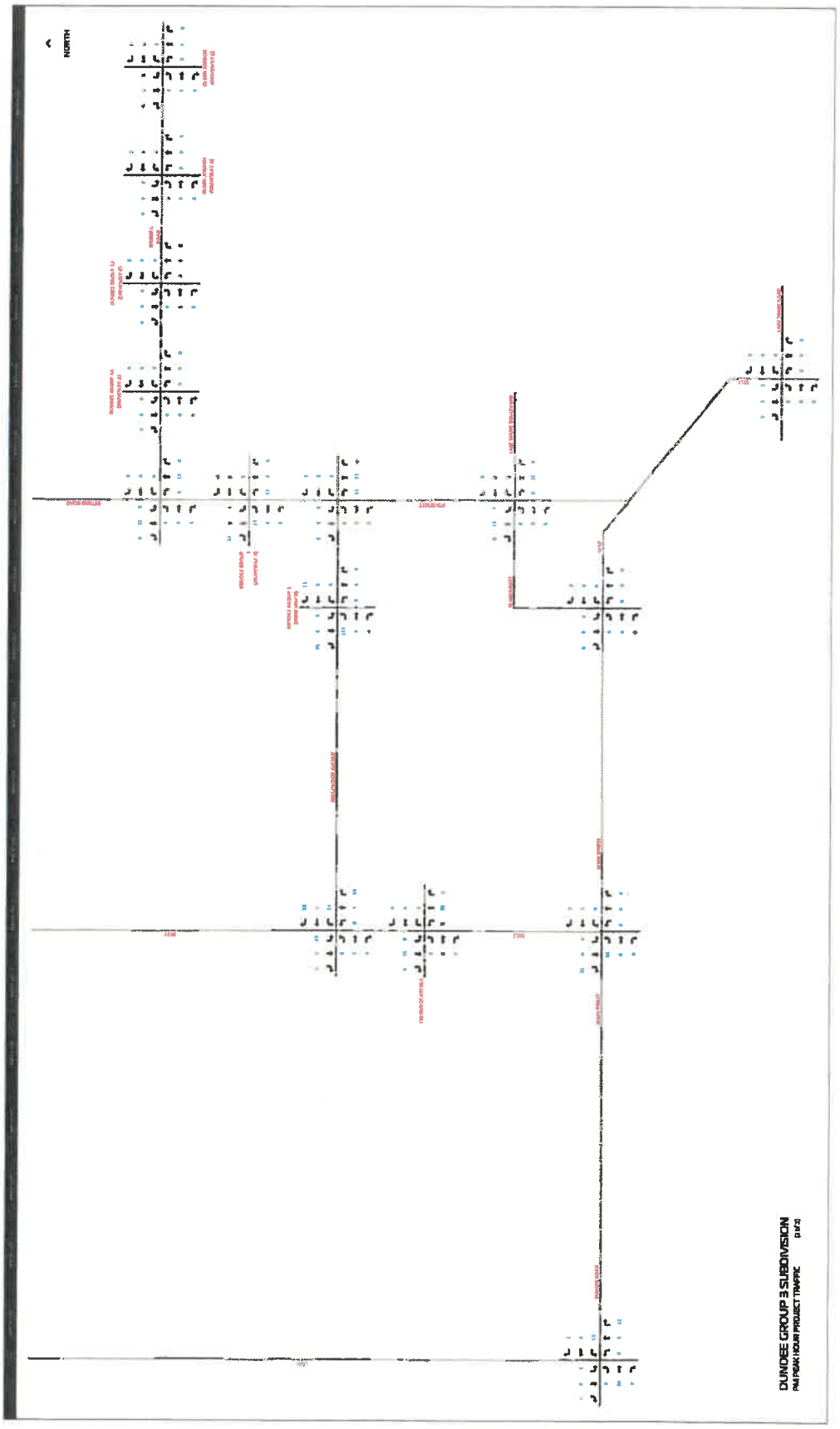
G - 6 of 16


NORTH
SCENIC TERRACE SOUTH SUBDIVISION
PM PEAK HOUR PROJECT TRAFFIC

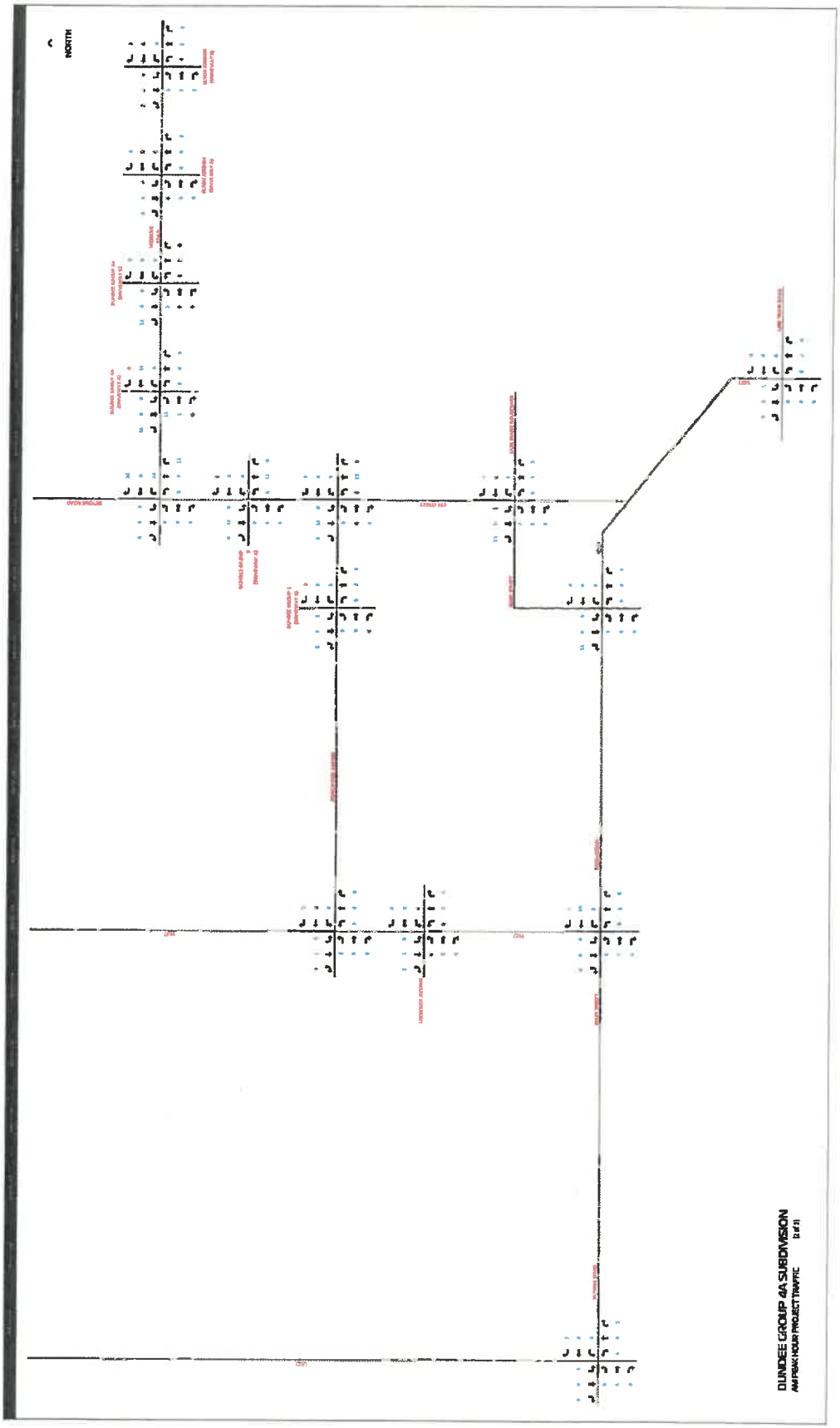
G - 8 of 16


NORTH
DUNDEE GROUP 3 SUBDIVISION
AM PEAK HOUR PROJECT TRAFFIC

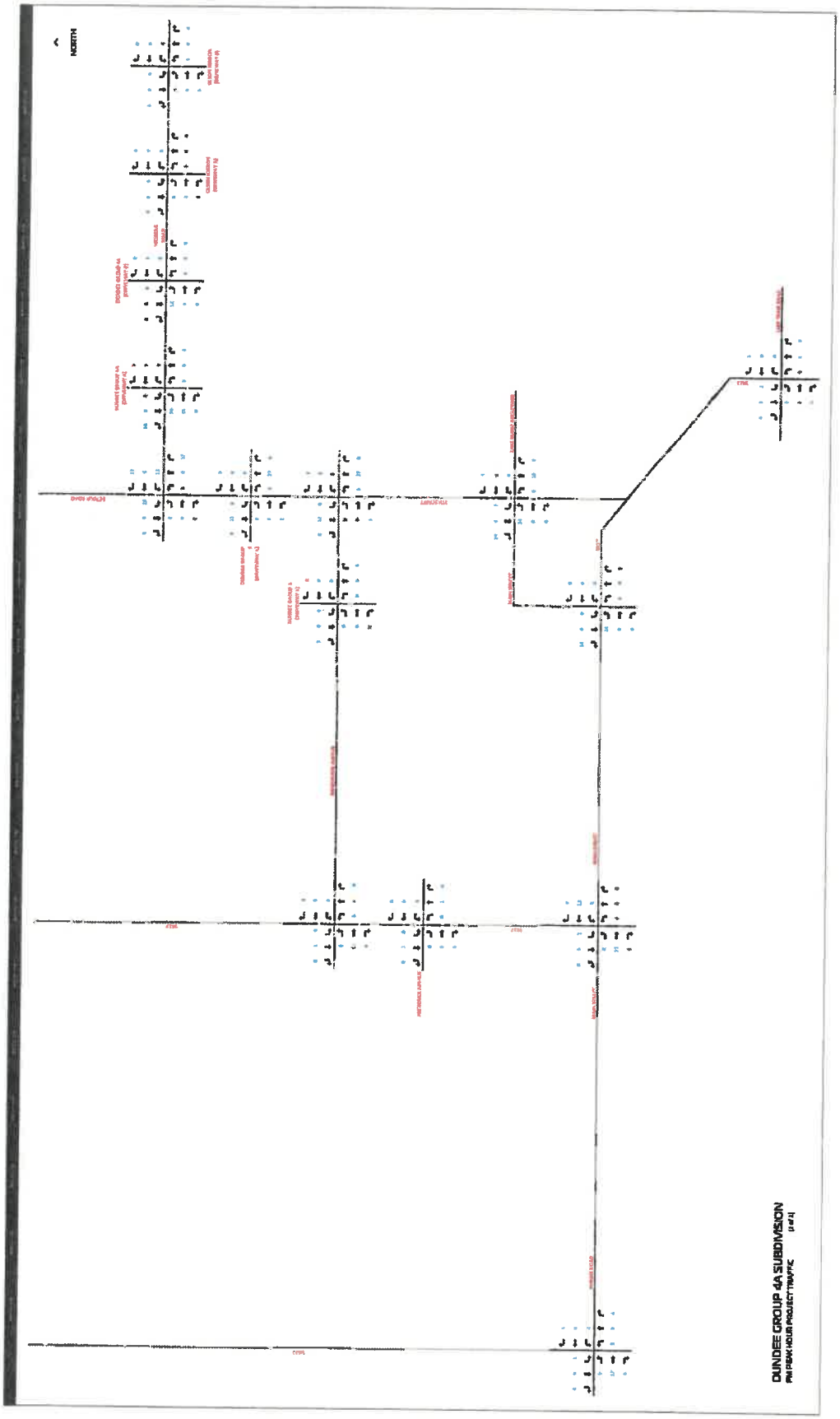
G - 10 of 15


NORTH
DUNDEE GROUP 3 SUBDIVISION
AM PEAK HOUR PROJECT TRAFFIC

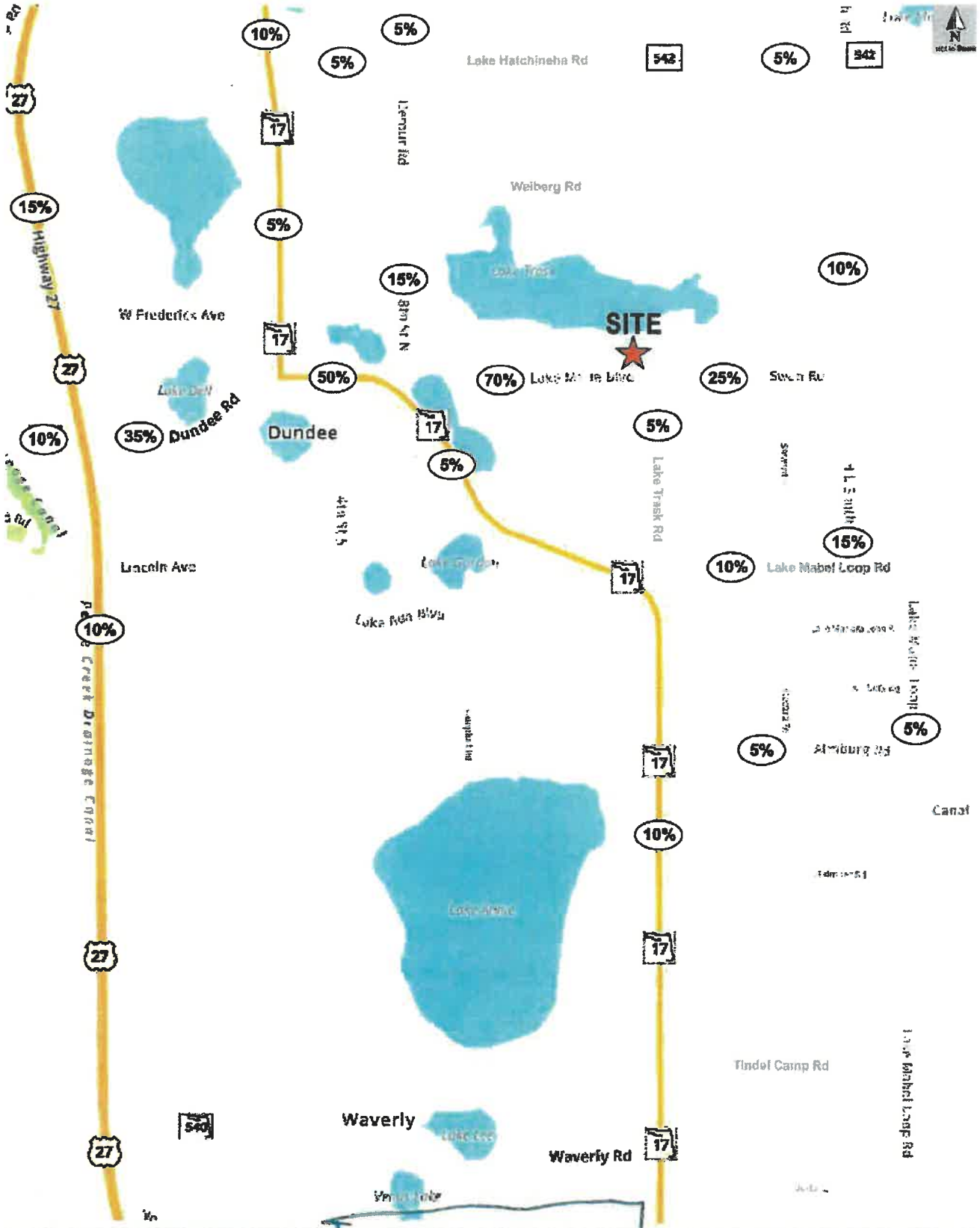
G - 12 of 16


NORTH
DUNDEE GROUP 4A SUBDIVISION
AM PEAK HOUR PROJECT TRAFFIC

G - 14 of 16


NORTH
DUNDEE GROUP 4A SUBDIVISION
PM PEAK HOUR PROJECT TRAFFIC

G - 16 of 18



Project Trip Distribution

The Reserve at Dundee Lakes

Figure 4

3.0 PROJECT TRAFFIC

3.1 Trip Generation

A trip generation of the proposed development was calculated using the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition.* The resulting trip generation analysis is summarized in **Table 3**. The ITE information sheets are provided in **Appendix F.**

Table 3
Trip Generation Analysis

ITE Code	Land Use	Size	Daily Rate	Daily Trips	AM Peak Hour Rate	AM Peak Hour Total	AM Peak Hour Enter	AM Peak Hour Exit	PM Peak Hour Rate	PM Peak Hour Total	PM Peak Hour Enter	PM Peak Hour Exit
210	Single Family Residential	865 DU	8.75	7,569	0.72	619	155	464	0.93	806	508	298

Trip Generation analysis based on ITE Trip Generation Manual, 10th Edition

The proposed development is projected to generate 7,569 daily trips, of which 619 trips occur during the AM peak hour and 806 trips occur during the PM peak hour.

3.2 Trip Distribution

A trip distribution pattern was estimated using The *District One Regional Planning Model (D1RPM, version 7.0)*. The model distribution was slightly adjusted based on local knowledge, professional engineering judgement, and the location of the development with respect to the study area attractions and activity centers, to reflect prevailing travel patterns in the vicinity of the site and the surrounding transportation network. The adjusted trip distribution is presented in **Figure 4**, and the raw model plots are included in **Appendix G.**

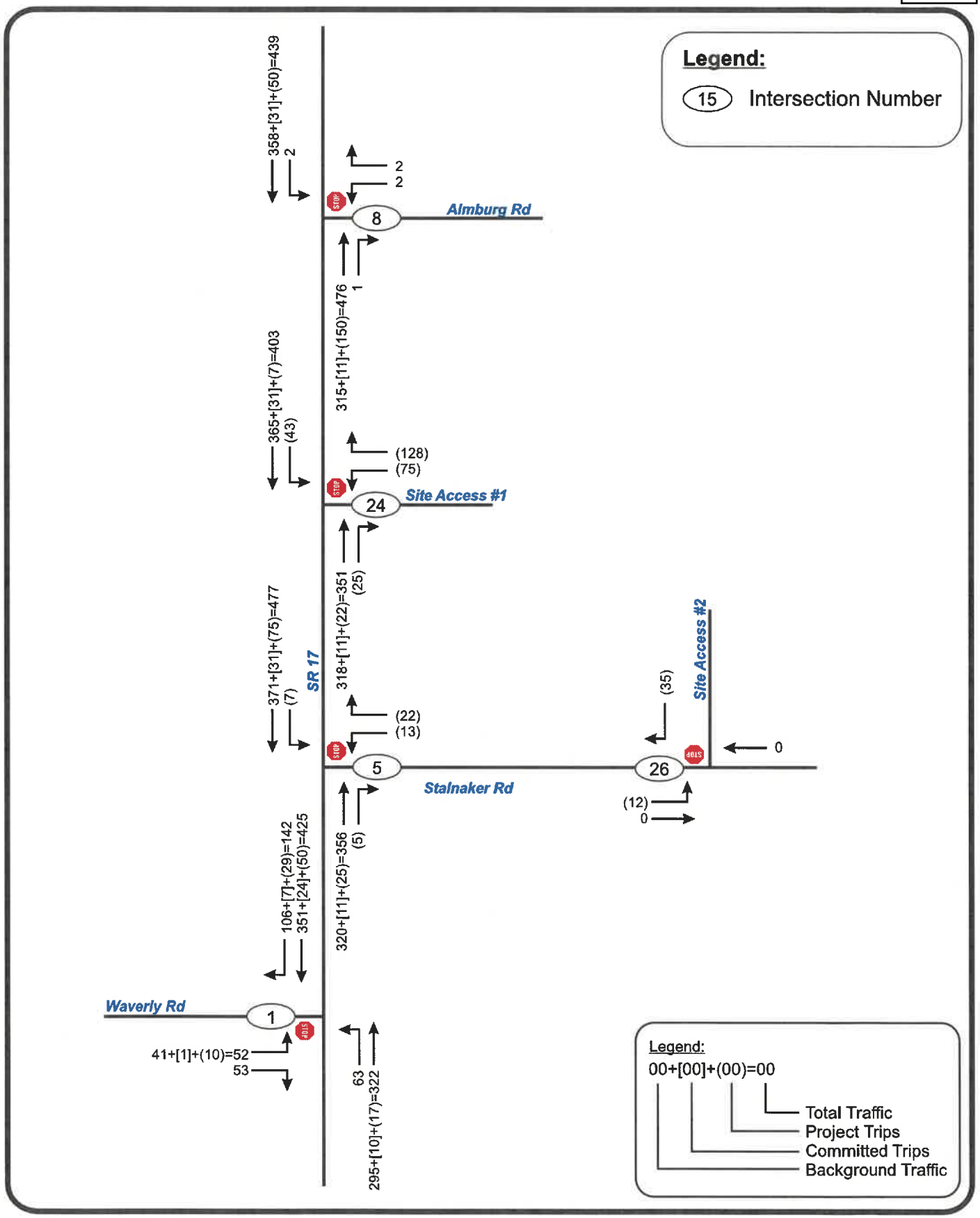
Roadway Segment Analysis

The study roadway segments were analyzed similar to existing conditions by comparing their total directional projected traffic volumes with the adopted capacities. It should be noted that the volumes of vested and project trips used in the analysis are the highest volumes for each segment. The segment of SR 17 from Waverly Road to Main Street (at Center Street) is 4.1 miles long, and the sections of the segment where the vested trips and project trips are concentrated do not overlap. Therefore, the segment was split into two new segments at the intersection of SR 17 and Lake Trask Road and the segments were analyzed separately. The projected Levels of Service for the study roadway segments during the P.M. peak hour are summarized in **Table 5.** As shown, study roadway segments are projected to operate at satisfactory Levels of Service upon completion of the project.

Table 5
Projected Roadway Capacity Analysis

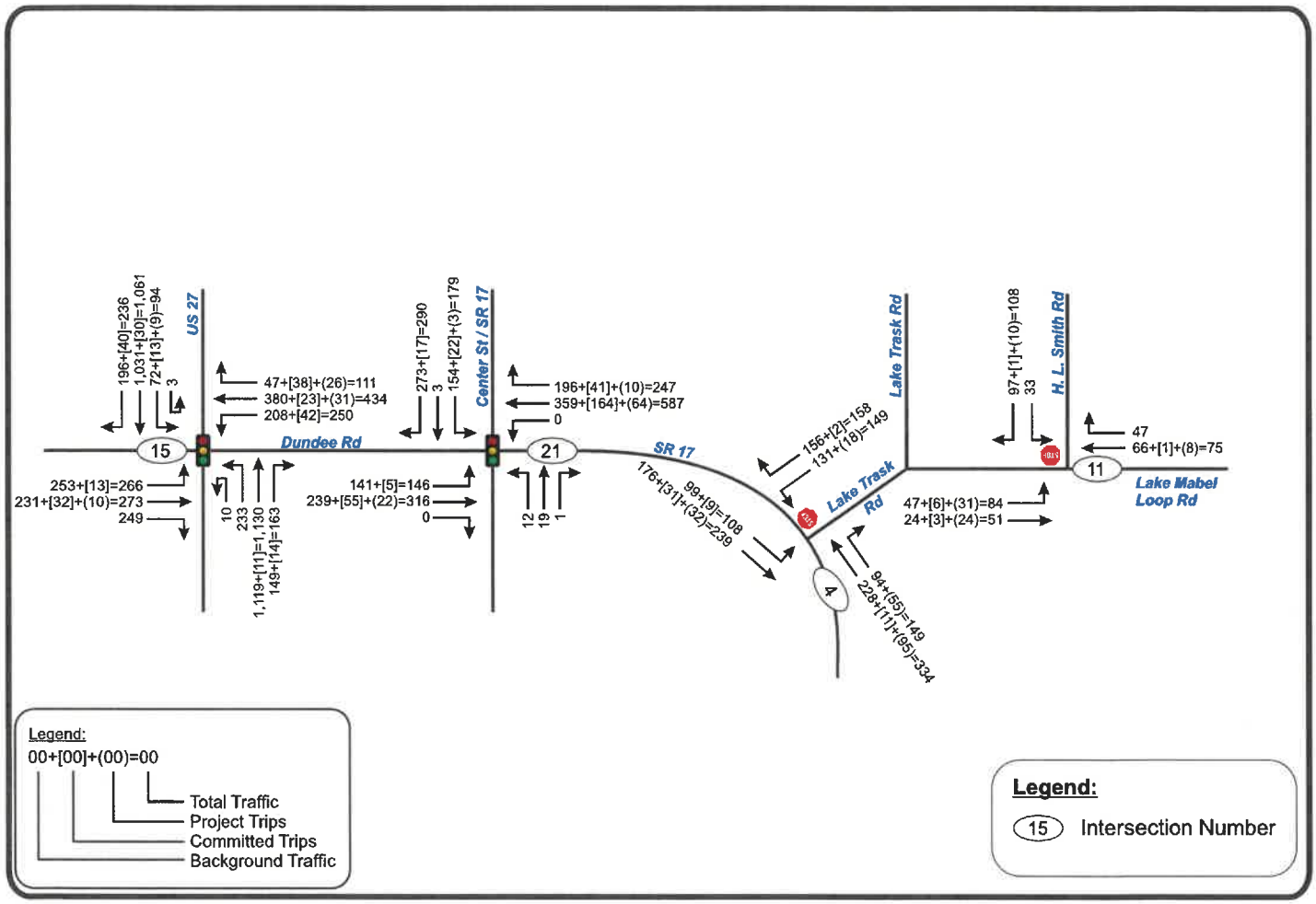
Link ID	Roadway Segment	No. of Lanes	LOS Standard	P.M. Peak Hour Capacity	Background Traffic		Project Trips**	Total Traffic	LOS
					Background Growth*	Approved Trips**			
SR 17 (Scenic Highway)									
5206N	Waverly Rd to Lake Trask Rd	2B	D	640	273	30	104	407	D
5206S		2B	D	640	284	21	176	481	D
5206N	Lake Trask Rd to Main St @ Center St	2B	D	640	273	141	66	480	D
5206S		2B	D	640	284	229	112	625	D
Dundee Road									
8103E	US 27 to SR 17	2U	E	800	484	200	73	757	E
8103W		2U	E	800	504	118	43	665	D
Lake Mabel Loop Road									
8204N	Canal Ave to SR 17	2U	E	790	157	10	64	231	C
8204S		2U	E	790	164	7	38	209	C

* Existing x 1.10
**Highest trips on segment



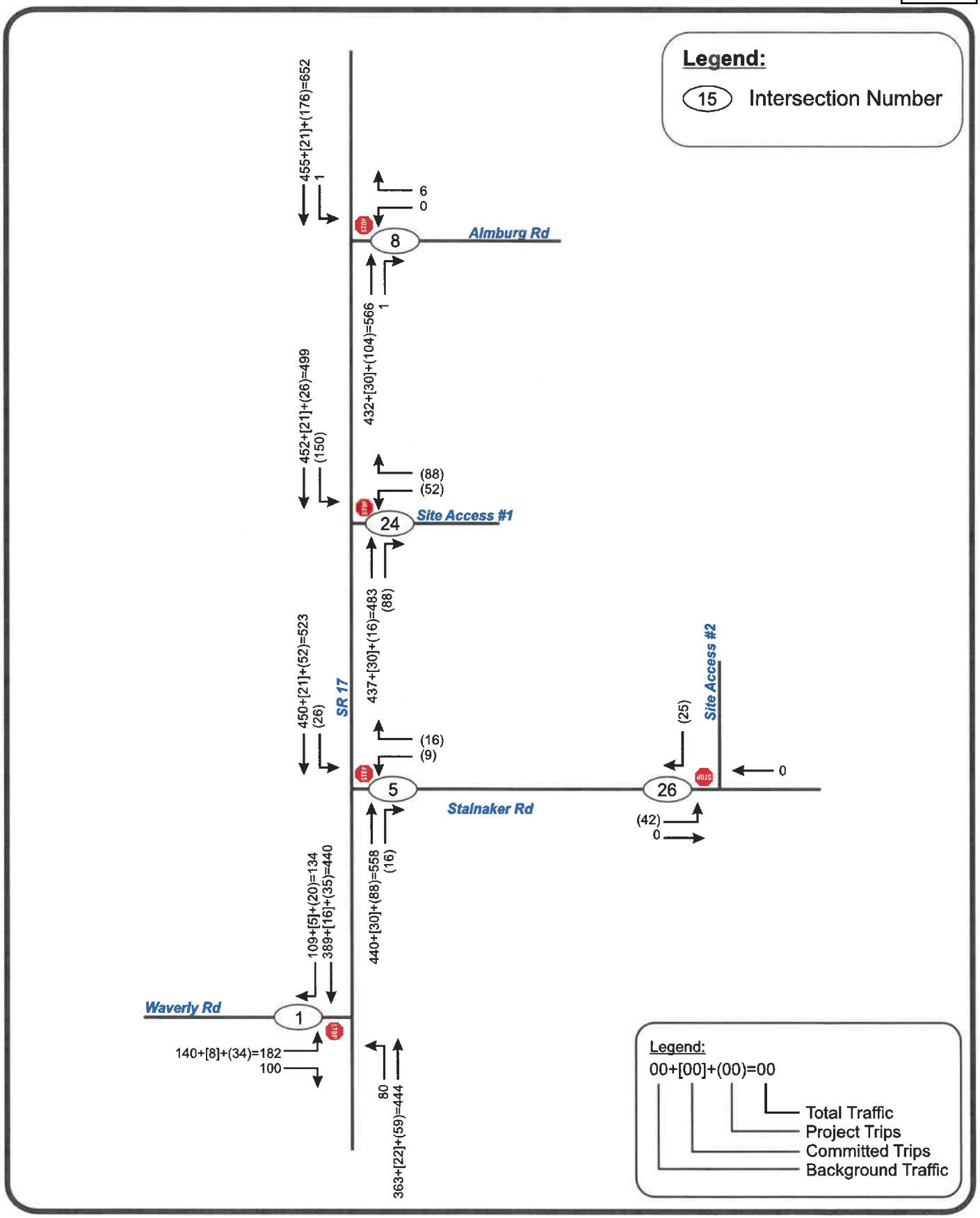
Legacy Hill
Project № 5751
Figure 5a

Projected A.M. Peak Hour Volumes



Legacy Hill
Project № 5751
Figure 5b

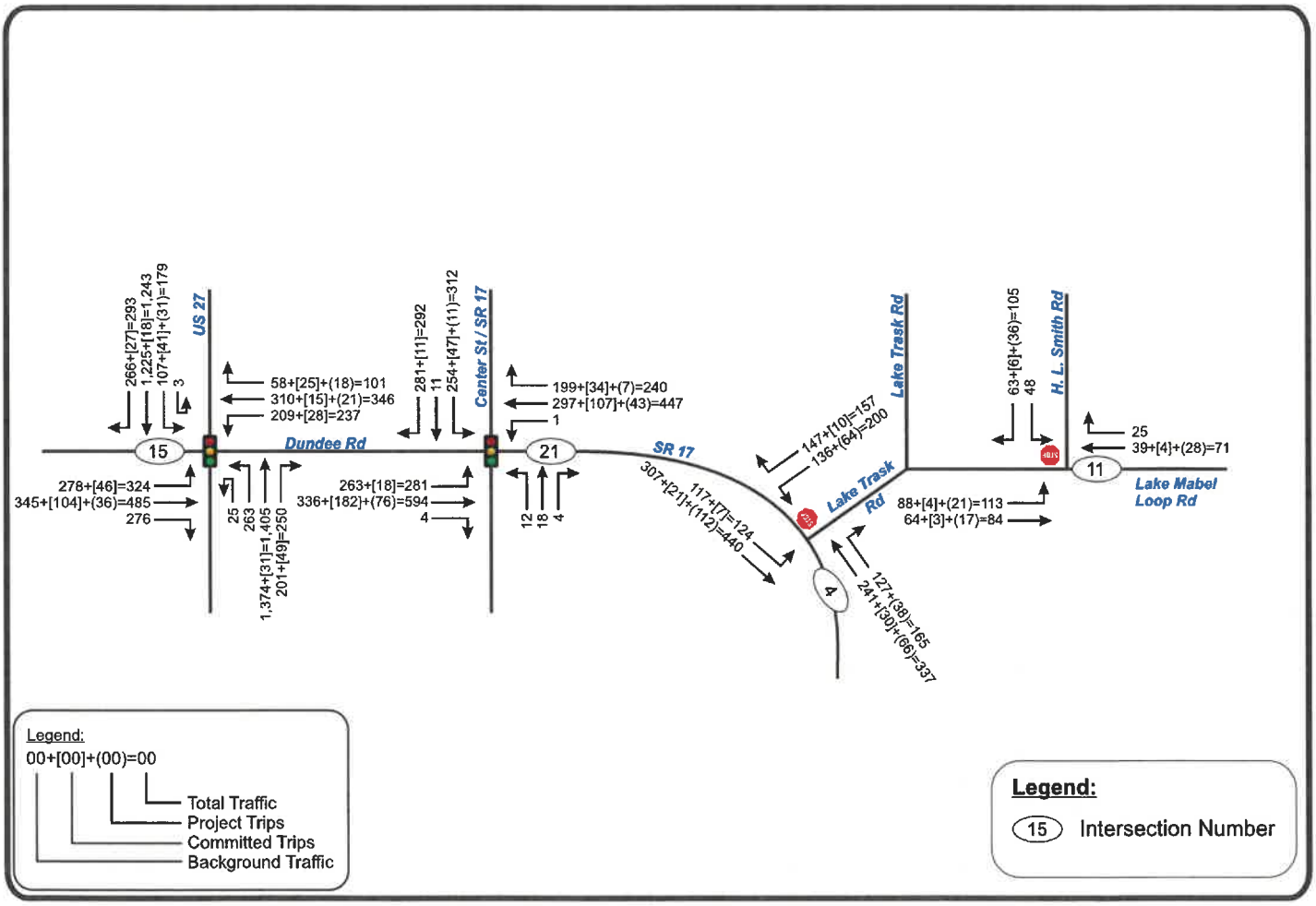
Projected A.M. Peak Hour Volumes



Legacy Hill
Project № 5751
Figure 5c

Projected P.M. Peak Hour Volumes

N
NTS



Legacy Hill
Project № 5751
Figure 5d

Projected P.M. Peak Hour Volumes

APPENDIX H

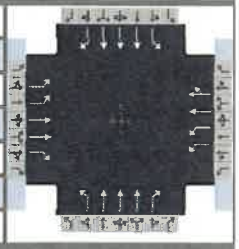
Background Capacity Analysis Worksheets

Appendix H - Table of Contents

Item		Page Number
1 – US 27 & Dundee Rd - Bkgd	.....	H - 1
2 – SR 17 & Dundee Rd - Bkgd	.....	H - 3
3 – SR 17 & Lake Trask Rd - Bkgd	.....	H - 5
4 – HL Smith Rd & Lk Mabel Loop - Bkgd	.....	H - 7
5 – SR 17 & Waverly Rd - Bkgd	.....	H - 9
6 – US 27 & Waverly Rd - Bkgd	.....	H - 11

HCS Signalized Intersection Results Summary

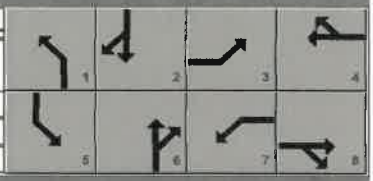
General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Aug 19, 2024	Area Type	Other
Jurisdiction	Polk County	Time Period	Bkgd AM	PHF	0.95
Urban Street	US 27	Analysis Year	2028	Analysis Period	1> 7:30
Intersection	SR 542	File Name	1 - US 27 & Dundee Rd - Bkgd AM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	280	306	262	283	457	120	256	1190	180	105	1116	246

Signal Information			
Cycle, s	170.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	13.3	7.2	60.4	17.0	0.4	34.2	
Yellow	5.1	5.1	5.1	4.8	0.0	4.8	
Red	3.0	3.0	2.0	2.6	0.0	2.1	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	2.0	3.0	2.0	4.0	2.0	3.0	2.0	3.0
Phase Duration, s	24.4	41.1	24.8	41.5	36.7	82.8	21.4	67.5
Change Period, ($Y+R_c$), s	7.4	7.4	6.9	7.4	8.1	7.1	8.1	7.1
Max Allow Headway (*MAH*), s	4.0	4.0	4.0	4.0	4.0	0.0	4.0	0.0
Queue Clearance Time (g_s), s	16.4	28.1	16.9	29.7	27.9		13.1	
Green Extension Time (g_e), s	0.6	4.5	1.0	4.4	0.7	0.0	0.2	0.0
Phase Call Probability	1.00	1.00	1.00	1.00	1.00		0.99	
Max Out Probability	0.24	0.06	0.00	0.08	0.01		0.00	

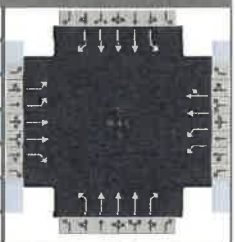
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	295	322	249	298	313	294	269	1253	189	111	1175	259
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1716	1724	1553	1675	1870	1736	1739	1577	1520	1668	1564	1520
Queue Service Time (g_s), s	14.4	14.0	26.1	14.9	27.4	27.7	25.9	34.0	13.4	11.1	36.6	22.5
Cycle Queue Clearance Time (g_c), s	14.4	14.0	26.1	14.9	27.4	27.7	25.9	34.0	13.4	11.1	36.6	22.5
Green Ratio (*g/C*)	0.10	0.20	0.20	0.11	0.20	0.20	0.17	0.45	0.45	0.08	0.36	0.36
Capacity (*c*), veh/h	343	683	308	352	375	348	292	2107	677	130	1666	540
Volume-to-Capacity Ratio (*X*)	0.860	0.471	0.811	0.846	0.836	0.845	0.922	0.595	0.280	0.849	0.705	0.480
Back of Queue (*Q*), ft/ln (95 th percentile)	285	268	419	284	502	507	495	514	230	242	563	360
Back of Queue (*Q*), veh/ln (95 th percentile)	11.1	10.2	16.2	10.8	19.8	18.9	19.0	18.9	8.7	9.0	20.5	13.6
Queue Storage Ratio (*RQ*) (95 th percentile)	0.78	0.00	0.00	0.00	0.00	0.00	0.52	0.00	0.00	0.29	0.00	0.00
Uniform Delay (d_1), s/veh	75.3	60.3	65.1	74.7	65.3	65.4	69.6	35.6	29.9	77.4	47.2	42.6
Incremental Delay (d_2), s/veh	12.1	0.5	7.5	5.6	7.9	9.1	21.9	1.2	1.0	13.9	2.5	3.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	87.4	60.8	72.7	80.3	73.2	74.6	91.5	36.8	30.9	91.3	49.7	45.7
Level of Service (LOS)	F	E	E	F	E	E	F	D	C	F	D	D
Approach Delay, s/veh / LOS	73.3	E		76.0	E		44.8	D		52.0	D	
Intersection Delay, s/veh / LOS	57.5						E					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.74	C	2.74	C	2.44	B	2.63	C
Bicycle LOS Score / LOS	1.20	A	1.23	A	1.43	A	1.34	A

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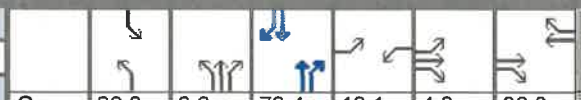
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Aug 19, 2024	Area Type	Other
Jurisdiction	Polk County	Time Period	Bkgd PM	PHF	0.95
Urban Street	US 27	Analysis Year	2028	Analysis Period	1> 16:45
Intersection	SR 542	File Name	1 - US 27 & Dundee Rd - Bkgd PM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	340	563	291	267	368	113	303	1478	291	203	1310	307

Signal Information			
Cycle, s	200.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	26.6	3.6		72.4	19.1	4.8		36.0				
Yellow	5.1	5.1		5.1	4.2	0.0		4.2				
Red	3.0	3.0		2.0	2.7	0.0		3.2				



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	2.0	3.0	2.0	4.0	2.0	3.0	2.0	3.0
Phase Duration, s	30.7	48.2	26.0	43.4	46.3	91.2	34.7	79.5
Change Period, ($Y+R_c$), s	7.4	7.4	6.9	7.4	8.1	7.1	8.1	7.1
Max Allow Headway (*MAH*), s	4.0	4.0	4.0	4.0	4.0	0.0	4.0	0.0
Queue Clearance Time (g_s), s	22.9	36.0	18.3	30.9	37.3		26.3	
Green Extension Time (g_e), s	0.4	4.7	0.8	4.8	0.9	0.0	0.3	0.0
Phase Call Probability	1.00	1.00	1.00	1.00	1.00		1.00	
Max Out Probability	1.00	0.25	0.01	0.24	0.00		0.71	

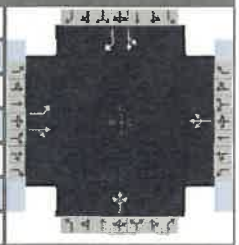
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	358	593	277	281	275	231	319	1556	306	214	1379	323
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1689	1795	1572	1702	1870	1541	1781	1631	1572	1739	1631	1585
Queue Service Time (g_s), s	20.9	31.5	34.0	16.3	28.3	28.9	35.3	54.0	28.0	24.3	50.1	32.7
Cycle Queue Clearance Time (g_c), s	20.9	31.5	34.0	16.3	28.3	28.9	35.3	54.0	28.0	24.3	50.1	32.7
Green Ratio (*g/C*)	0.12	0.20	0.20	0.10	0.18	0.18	0.19	0.42	0.42	0.13	0.36	0.36
Capacity (*c*), veh/h	394	732	321	325	337	277	340	2058	661	231	1772	574
Volume-to-Capacity Ratio (*X*)	0.908	0.810	0.864	0.866	0.817	0.833	0.937	0.756	0.463	0.925	0.778	0.563
Back of Queue (*Q*), ft/ln (95 th percentile)	404	536	548	313	526	470	636	787	428	490	747	495
Back of Queue (*Q*), veh/ln (95 th percentile)	15.6	21.3	21.4	12.1	20.7	18.2	25.0	29.8	16.7	18.9	28.3	19.5
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	87.3	75.9	76.9	89.2	78.8	79.1	79.7	49.2	41.7	85.7	56.6	51.1
Incremental Delay (d_2), s/veh	21.7	4.7	15.5	9.9	9.8	13.3	22.0	2.6	2.3	33.3	3.4	4.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	109.0	80.6	92.4	99.1	88.7	92.4	101.7	51.9	44.0	119.0	60.1	55.1
Level of Service (LOS)	F	F	F	F	F	F	F	D	D	F	E	E
Approach Delay, s/veh / LOS	91.5	F		93.5	F		58.1	E		65.8	E	
Intersection Delay, s/veh / LOS	71.8						E					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.75	C	2.75	C	2.45	B	2.64	C
Bicycle LOS Score / LOS	1.50	B	1.14	A	1.69	B	1.54	B

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HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Aug 19, 2024	Area Type	Other
Jurisdiction	Polk County	Time Period	Bkgd AM	PHF	0.95
Urban Street	SR 17	Analysis Year	2028	Analysis Period	1> 7:45
Intersection	Dundee Rd	File Name	2 - SR 17 & Dundee Rd - Bkgd AM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	180	341	0	0	618	235	13	20	1	180	3	381

Signal Information					EB			WB			NB			SB		
Cycle, s	86.8	Reference Phase	2													
Offset, s	0	Reference Point	End	Green	40.0	25.6		4.1	0.0	0.0	0.0					
Uncoordinated	Yes	Simult. Gap E/W	On	Yellow	3.7	3.7		3.7	0.0	0.0	0.0					
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.1	2.0		2.0	0.0	0.0	0.0					



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6		8		4
Case Number		6.0		8.0		12.0		11.0
Phase Duration, s		45.8		45.8		9.8		31.3
Change Period, ($Y+R_c$), s		5.8		5.8		5.7		5.7
Max Allow Headway (*MAH*), s		4.5		4.5		4.1		4.4
Queue Clearance Time (g_s), s		42.0		42.0		3.6		23.2
Green Extension Time (g_e), s		0.0		0.0		0.1		2.3
Phase Call Probability		1.00		1.00		0.58		1.00
Max Out Probability		1.00		1.00		0.00		0.02

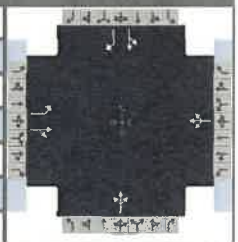
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	189	0			0			36			193	401
Adjusted Saturation Flow Rate (*s*), veh/h/ln	605	0			0			1854			1684	1557
Queue Service Time (g_s), s	0.0	0.0			0.0			1.6			7.9	21.2
Cycle Queue Clearance Time (g_c), s	40.0	0.0			0.0			1.6			7.9	21.2
Green Ratio (*g/C*)	0.46							0.05			0.29	0.29
Capacity (*c*), veh/h	83							87			496	459
Volume-to-Capacity Ratio (*X*)	2.285	0.000			0.000			0.414			0.388	0.874
Back of Queue (*Q*), ft/ln (95 th percentile)	745	0			0			36			152	345
Back of Queue (*Q*), veh/ln (95 th percentile)	28.6	0.0			0.0			1.5			5.7	13.4
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00			0.00			0.00			0.00	0.00
Uniform Delay (d_1), s/veh	43.4							40.2			24.4	29.1
Incremental Delay (d_2), s/veh	614.6	0.0			0.0			3.1			0.5	7.4
Initial Queue Delay (d_3), s/veh	0.0	0.0			0.0			0.0			0.0	0.0
Control Delay (*d*), s/veh	658.0							43.4			24.9	36.5
Level of Service (LOS)	F							D			C	D
Approach Delay, s/veh / LOS	237.8	F		90.4	F		43.4	D		32.8	C	
Intersection Delay, s/veh / LOS	112.0						F					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.67	B	1.90	B	1.72	B	1.94	B
Bicycle LOS Score / LOS	1.39	A	1.97	B	0.55	A	1.47	A

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HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Aug 19, 2024	Area Type	Other
Jurisdiction	Polk County	Time Period	Bkgd PM	PHF	0.95
Urban Street	SR 17	Analysis Year	2028	Analysis Period	1> 16:15
Intersection	Dundee Rd	File Name	2 - SR 17 & Dundee Rd - Bkgd PM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	381	649	4	1	486	238	13	19	4	304	12	358

Signal Information			
Cycle, s	85.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	40.0	24.4	4.2	0.0	0.0	0.0	
Yellow	3.7	3.7	3.7	0.0	0.0	0.0	
Red	2.1	2.0	2.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6		8		4
Case Number		6.0		8.0		12.0		11.0
Phase Duration, s		45.8		45.8		9.9		30.1
Change Period, ($Y+R_c$), s		5.8		5.8		5.7		5.7
Max Allow Headway (*MAH*), s		4.7		4.7		4.2		4.3
Queue Clearance Time (g_s), s		42.0		38.4		3.7		21.5
Green Extension Time (g_e), s		0.0		1.4		0.1		2.8
Phase Call Probability		1.00		1.00		0.59		1.00
Max Out Probability		1.00		1.00		0.00		0.03

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	401	687			763			38			333	377
Adjusted Saturation Flow Rate (*s*), veh/h/ln	699	1839			1724			1830			1742	1560
Queue Service Time (g_s), s	3.6	27.3			1.6			1.7			14.5	19.5
Cycle Queue Clearance Time (g_c), s	40.0	27.3			36.4			1.7			14.5	19.5
Green Ratio (*g/C*)	0.47	0.47			0.47			0.05			0.28	0.28
Capacity (*c*), veh/h	155	857			846			89			496	444
Volume-to-Capacity Ratio (*X*)	2.588	0.802			0.902			0.426			0.671	0.849
Back of Queue (*Q*), ft/ln (95 th percentile)	1587	459			602			38			262	315
Back of Queue (*Q*), veh/ln (95 th percentile)	62.0	17.8			23.1			1.5			10.1	12.2
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00			0.00			0.00			0.00	0.00
Uniform Delay (d_1), s/veh	42.6	19.5			21.9			39.6			27.1	28.9
Incremental Delay (d_2), s/veh	733.1	5.5			12.9			3.2			1.6	5.2
Initial Queue Delay (d_3), s/veh	0.0	0.0			0.0			0.0			0.0	0.0
Control Delay (*d*), s/veh	775.7	25.0			34.8			42.9			28.7	34.1
Level of Service (LOS)	F	C			C			D			C	C
Approach Delay, s/veh / LOS	301.6	F		34.8	C		42.9	D		31.6	C	
Intersection Delay, s/veh / LOS	145.8						F					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.67	B	1.90	B	1.72	B	1.94	B
Bicycle LOS Score / LOS	2.28	B	1.75	B	0.55	A	1.66	B

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HCS Two-Way Stop-Control Report

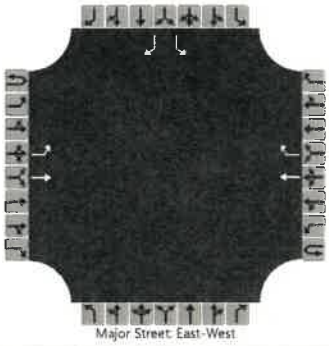
General Information

Analyst	SS
Agency/Co.	TPD, Inc.
Date Performed	8/19/2024
Analysis Year	2028
Time Analyzed	Bkgd AM
Intersection Orientation	East-West
Project Description	5611.1

Site Information

Intersection	SR 17 & Lake Trask Road
Jurisdiction	Polk County
East/West Street	SR 17
North/South Street	Lake Trask Road
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	1		0	0	0		1	0	1
Configuration		L	T				T	R						L		R
Volume (veh/h)		119	268				350	164						171		170
Percent Heavy Vehicles (%)		6												5		5
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized							No							No		
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.16												6.45		6.25
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.25												3.55		3.35

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		125												180		179
Capacity, c (veh/h)		1008												267		670
v/c Ratio		0.12												0.67		0.27
95% Queue Length, Q_{95} (veh)		0.4												4.4		1.1
95% Queue Length, Q_{95} (ft)		10.5												114.4		28.6
Control Delay (s/veh)		9.1												42.5		12.3
Level of Service (LOS)		A												E		B
Approach Delay (s/veh)		2.8												27.4		
Approach LOS		A												D		

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HCS Two-Way Stop-Control Report

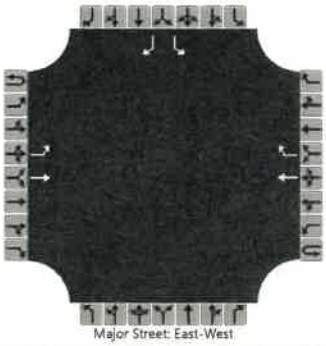
General Information

Analyst	SS
Agency/Co.	TPD, Inc.
Date Performed	8/19/2024
Analysis Year	2028
Time Analyzed	Bkgd PM
Intersection Orientation	East-West
Project Description	5611.1

Site Information

Intersection	SR 17 & Lake Trask Road
Jurisdiction	Polk County
East/West Street	SR 17
North/South Street	Lake Trask Road
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	1		0	0	0		1	0	1
Configuration		L	T				T	R						L		R
Volume (veh/h)		137	469				375	205						228		165
Percent Heavy Vehicles (%)		8												4		7
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized						No								No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.18												6.44		6.27
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.27												3.54		3.36

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		144												240		174
Capacity, c (veh/h)		940												177		644
v/c Ratio		0.15												1.36		0.27
95% Queue Length, Q_{95} (veh)		0.5												14.2		1.1
95% Queue Length, Q_{95} (ft)		13.3												366.4		29.0
Control Delay (s/veh)		9.5												242.3		12.6
Level of Service (LOS)		A												F		B
Approach Delay (s/veh)		2.2												145.9		
Approach LOS		A												F		

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HCS Two-Way Stop-Control Report

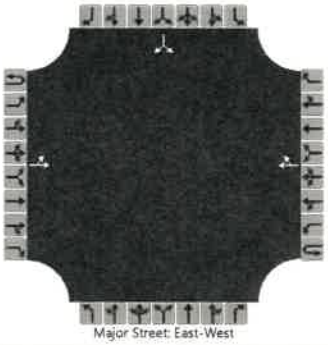
General Information

Analyst	SS
Agency/Co.	TPD, Inc.
Date Performed	8/19/2024
Analysis Year	2028
Time Analyzed	Bkgd AM
Intersection Orientation	East-West
Project Description	5611.1

Site Information

Intersection	Lk Mabel Loop Rd & HL Smith Rd
Jurisdiction	Polk County
East/West Street	Lake Mabel Loop Road
North/South Street	HL Smith Road
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		92	49				78	55						48		138
Percent Heavy Vehicles (%)		7												10		5
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.17												6.50		6.25
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.26												3.59		3.35

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		97													196	
Capacity, c (veh/h)		1413													808	
v/c Ratio		0.07													0.24	
95% Queue Length, Q_{95} (veh)		0.2													0.9	
95% Queue Length, Q_{95} (ft)		5.3													23.6	
Control Delay (s/veh)		7.7	0.5												10.9	
Level of Service (LOS)		A	A												B	
Approach Delay (s/veh)	5.2												10.9			
Approach LOS	A												B			

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HCS Two-Way Stop-Control Report

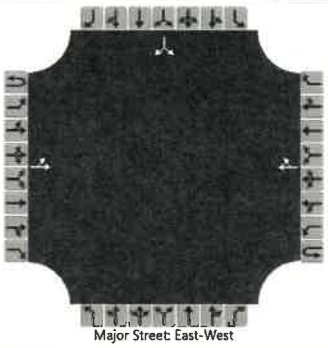
General Information

Analyst	SS
Agency/Co.	TPD, Inc.
Date Performed	8/19/2024
Analysis Year	2028
Time Analyzed	Bkgd PM
Intersection Orientation	East-West
Project Description	5611.1

Site Information

Intersection	Lk Mabel Loop Rd & HL Smith Rd
Jurisdiction	Polk County
East/West Street	Lake Mabel Loop Road
North/South Street	HL Smith Road
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		147	84				69	43						60		122
Percent Heavy Vehicles (%)		6												5		7
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.16												6.45		6.27
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.25												3.55		3.36

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		155													192	
Capacity, c (veh/h)		1446													707	
v/c Ratio		0.11													0.27	
95% Queue Length, Q_{95} (veh)		0.4													1.1	
95% Queue Length, Q_{95} (ft)		10.5													28.9	
Control Delay (s/veh)		7.8	0.9												12.0	
Level of Service (LOS)		A	A												B	
Approach Delay (s/veh)	5.3												12.0			
Approach LOS	A												B			

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HCS Two-Way Stop-Control Report

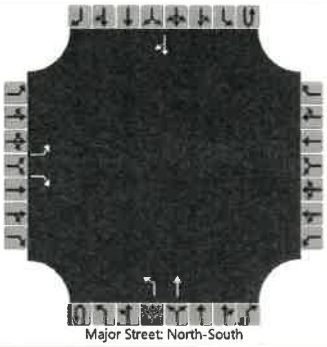
General Information

Analyst	SS
Agency/Co.	TPD, Inc.
Date Performed	8/19/2024
Analysis Year	2028
Time Analyzed	Bkgd AM
Intersection Orientation	North-South
Project Description	5611.1

Site Information

Intersection	SR 17 & Waverly Rd
Jurisdiction	Polk County
East/West Street	Waverly Rd
North/South Street	SR 17
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	0
Configuration		L		R						L	T					TR
Volume (veh/h)		53		55						66	327				420	141
Percent Heavy Vehicles (%)		8		19						4						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No														
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.48		6.39						4.14						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.57		3.47						2.24						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		56		58						69						
Capacity, c (veh/h)		244		527						975						
v/c Ratio		0.23		0.11						0.07						
95% Queue Length, Q_{95} (veh)		0.9		0.4						0.2						
95% Queue Length, Q_{95} (ft)		23.9		11.5						5.2						
Control Delay (s/veh)		24.1		12.7						9.0						
Level of Service (LOS)		C		B						A						
Approach Delay (s/veh)		18.3								1.5						
Approach LOS		C								A						

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HCS Two-Way Stop-Control Report

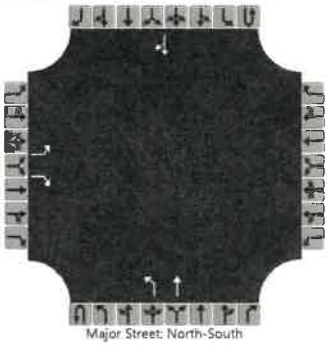
General Information

Analyst	SS
Agency/Co.	TPD, Inc.
Date Performed	8/19/2024
Analysis Year	2028
Time Analyzed	Bkgd PM
Intersection Orientation	North-South
Project Description	5611.1

Site Information

Intersection	SR 17 & Waverly Rd
Jurisdiction	Polk County
East/West Street	Waverly Rd
North/South Street	SR 17
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	0
Configuration		L		R						L	T					TR
Volume (veh/h)		181		106						85	442				446	135
Percent Heavy Vehicles (%)		1		4						5						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No															
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.41		6.24						4.15						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.51		3.34						2.25						

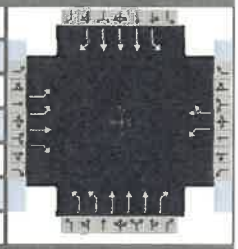
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		191		112						89						
Capacity, c (veh/h)		190		538						953						
v/c Ratio		1.00		0.21						0.09						
95% Queue Length, Q_{95} (veh)		8.5		0.8						0.3						
95% Queue Length, Q_{95} (ft)		214.2		20.6						7.8						
Control Delay (s/veh)		116.8		13.4						9.2						
Level of Service (LOS)		F		B						A						
Approach Delay (s/veh)	78.6								1.5							
Approach LOS	F								A							

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HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Aug 19, 2024	Area Type	Other
Jurisdiction	Polk County	Time Period	Bkgd AM	PHF	0.95
Urban Street	US 27	Analysis Year	2028	Analysis Period	1> 7:30
Intersection	Waverly Rd	File Name	6 - US 27 & Waverly Rd - Bkgd AM.xus		
Project Description	5611.1				

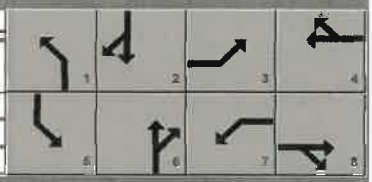


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	346	98	523	51	163	31	515	1148	38	29	1169	335

Signal Information			
Cycle, s	138.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	3.5	13.6	47.5	5.9	4.3	17.6						
Yellow	6.0	6.0	6.0	4.9	4.9	4.9						
Red	2.1	3.0	2.0	2.6	2.1	2.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	2.0	3.0	2.0	4.0	2.0	3.0	2.0	3.0
Phase Duration, s	24.7	35.8	13.4	24.5	34.1	78.0	11.6	55.5
Change Period, ($Y+R_c$), s	7.0	6.9	7.5	6.9	9.0	8.0	8.1	8.0
Max Allow Headway (*MAH*), s	4.0	4.1	4.0	4.1	4.0	3.9	4.0	3.9
Queue Clearance Time (g_s), s	16.4	31.0	6.7	17.3	23.3	25.6	4.8	34.1
Green Extension Time (g_e), s	1.3	0.0	0.1	0.2	1.8	19.5	0.0	13.3
Phase Call Probability	1.00	1.00	0.87	1.00	1.00	1.00	0.69	1.00
Max Out Probability	0.00	1.00	0.00	1.00	0.04	0.28	0.00	0.38

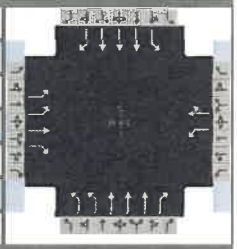
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	364	103	351	54	204		542	1208	40	31	1231	353
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1716	1811	1572	1584	1818		1716	1577	1447	1527	1577	1547
Queue Service Time (g_s), s	14.4	6.6	29.0	4.7	15.3		21.3	23.6	2.0	2.8	32.1	27.0
Cycle Queue Clearance Time (g_c), s	14.4	6.6	29.0	4.7	15.3		21.3	23.6	2.0	2.8	32.1	27.0
Green Ratio (*g/C*)	0.13	0.21	0.21	0.04	0.13		0.18	0.50	0.50	0.02	0.34	0.34
Capacity (*c*), veh/h	439	378	328	67	230		621	2387	730	38	1618	529
Volume-to-Capacity Ratio (*X*)	0.830	0.273	1.069	0.797	0.886		0.872	0.506	0.055	0.801	0.761	0.667
Back of Queue (*Q*), ft/ln (95 th percentile)	269	141	646	112	341		375	355	32	72	485	397
Back of Queue (*Q*), veh/ln (95 th percentile)	10.5	5.4	25.3	4.0	13.4		14.6	13.1	1.1	2.5	17.8	15.3
Queue Storage Ratio (*RQ*) (95 th percentile)	0.53	0.00	0.00	0.47	0.00		0.51	0.00	0.00	0.15	0.00	0.00
Uniform Delay (d_1), s/veh	59.1	46.1	55.0	65.9	59.7		55.3	22.9	17.5	67.4	40.7	39.0
Incremental Delay (d_2), s/veh	4.1	0.4	69.3	18.8	26.3		7.3	0.2	0.0	30.6	1.1	1.5
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	63.2	46.5	124.3	84.7	86.0		62.6	23.1	17.6	98.0	41.7	40.4
Level of Service (LOS)	E	D	F	F	F		E	C	B	F	D	D
Approach Delay, s/veh / LOS	87.3	F		85.7	F		34.9	C		42.5	D	
Intersection Delay, s/veh / LOS	50.1						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.86	C	2.74	C	1.91	B	2.72	C
Bicycle LOS Score / LOS	1.84	B	0.91	A	1.47	A	1.38	A

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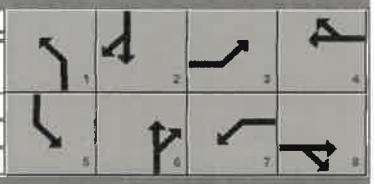
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Aug 19, 2024	Area Type	Other
Jurisdiction	Polk County	Time Period	Bkgd PM	PHF	0.95
Urban Street	US 27	Analysis Year	2028	Analysis Period	1> 16:45
Intersection	Waverly Rd	File Name	6 - US 27 & Waverly Rd - Bkgd PM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	459	219	733	42	156	47	641	1400	85	47	1237	495

Signal Information			
Cycle, s	173.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	6.5	20.4	60.7	5.7	14.0	20.0	
Yellow	6.0	6.0	6.0	4.9	4.9	4.9	
Red	2.1	3.0	2.0	2.6	2.1	2.0	

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	2.0	3.0	2.0	4.0	2.0	3.0	2.0	3.0
Phase Duration, s	34.2	47.9	13.2	26.9	44.0	98.1	14.6	68.7
Change Period, ($Y+R_c$), s	7.0	6.9	7.5	6.9	9.0	8.0	8.1	8.0
Max Allow Headway (*MAH*), s	4.0	4.1	4.0	4.1	4.0	3.9	4.0	3.9
Queue Clearance Time (g_s), s	25.8	43.0	6.4	22.0	35.6	38.5	7.1	56.7
Green Extension Time (g_e), s	1.4	0.0	0.1	0.0	0.0	19.2	0.1	3.9
Phase Call Probability	1.00	1.00	0.88	1.00	1.00	1.00	0.91	1.00
Max Out Probability	0.10	1.00	0.00	1.00	1.00	0.64	0.00	0.92

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	483	231	492	44	214		675	1474	89	49	1302	521
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1730	1856	1585	1725	1796		1730	1618	1560	1668	1618	1598
Queue Service Time (g_s), s	23.8	18.8	41.0	4.4	20.0		33.6	36.5	5.1	5.1	41.5	54.7
Cycle Queue Clearance Time (g_c), s	23.8	18.8	41.0	4.4	20.0		33.6	36.5	5.1	5.1	41.5	54.7
Green Ratio (*g/C*)	0.16	0.24	0.24	0.03	0.12		0.20	0.52	0.52	0.04	0.35	0.35
Capacity (*c*), veh/h	541	438	374	57	207		697	2515	808	63	1694	558
Volume-to-Capacity Ratio (*X*)	0.892	0.527	1.315	0.779	1.034		0.968	0.586	0.111	0.790	0.768	0.934
Back of Queue (*Q*), ft/ln (95 th percentile)	427	354	1238	107	496		607	530	86	122	622	827
Back of Queue (*Q*), veh/ln (95 th percentile)	16.8	13.8	48.7	4.1	19.5		23.9	19.9	3.3	4.5	23.4	32.8
Queue Storage Ratio (*RQ*) (95 th percentile)	0.84	0.00	0.00	0.45	0.00		0.83	0.00	0.00	0.26	0.00	0.00
Uniform Delay (d_1), s/veh	71.9	57.9	66.4	83.4	76.9		68.8	29.0	21.4	82.9	50.3	54.6
Incremental Delay (d_2), s/veh	11.6	1.2	159.6	20.1	71.8		26.4	0.4	0.1	19.4	1.9	21.3
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	83.4	59.1	226.0	103.5	148.6		95.2	29.3	21.5	102.4	52.2	75.9
Level of Service (LOS)	F	E	F	F	F		F	C	C	F	D	E
Approach Delay, s/veh / LOS	136.9	F		140.9	F		48.9	D		60.1	E	
Intersection Delay, s/veh / LOS	76.0						E					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.86	C	2.75	C	1.92	B	2.83	C
Bicycle LOS Score / LOS	2.48	B	0.91	A	1.72	B	1.52	B

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APPENDIX I

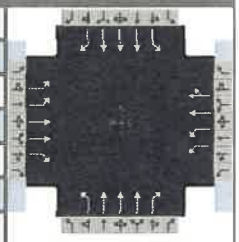
Projected Capacity Analysis Worksheets

Appendix I - Table of Contents

Item	Page Number
1 – US 27 & Dundee Rd - Projected	I - 1
2 – SR 17 & Dundee Rd - Projected	I - 3
3 – SR 17 & Lake Trask Rd - Projected	I - 5
4 – HL Smith Rd & Lk Mabel Loop - Projected	I - 7
5 – SR 17 & Waverly Rd - Projected	I - 9
6 – US 27 & Waverly Rd - Projected	I - 11
7 – Lk Mabel Loop & Site Access #1 - Projected	I - 13
8 – SR 17 & Site Access #2 - Projected	I - 15

HCS Signalized Intersection Results Summary

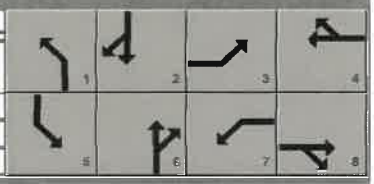
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Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Aug 19, 2024	Area Type	Other
Jurisdiction	Polk County	Time Period	Projected AM	PHF	0.95
Urban Street	US 27	Analysis Year	2028	Analysis Period	1> 7:30
Intersection	SR 542	File Name	1 - US 27 & Dundee Rd - Projected AM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	280	318	262	283	493	150	256	1190	180	115	1116	246

Signal Information			
Cycle, s	170.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	14.3	6.1	57.1	17.0	0.4	37.5	
Yellow	5.1	5.1	5.1	4.8	0.0	4.8	
Red	3.0	3.0	2.0	2.6	0.0	2.1	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	2.0	3.0	2.0	4.0	2.0	3.0	2.0	3.0
Phase Duration, s	24.4	44.4	24.8	44.8	36.6	78.4	22.4	64.2
Change Period, ($Y+R_c$), s	7.4	7.4	6.9	7.4	8.1	7.1	8.1	7.1
Max Allow Headway (*MAH*), s	4.0	4.0	4.0	4.0	4.0	0.0	4.0	0.0
Queue Clearance Time (g_s), s	16.4	27.4	16.9	33.0	28.0		14.2	
Green Extension Time (g_e), s	0.6	4.9	1.0	4.5	0.5	0.0	0.2	0.0
Phase Call Probability	1.00	1.00	1.00	1.00	1.00		1.00	
Max Out Probability	0.24	0.08	0.00	0.17	0.09		0.01	

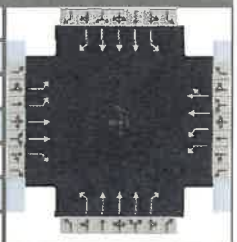
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	295	335	249	298	351	326	269	1253	189	121	1175	259
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1716	1724	1553	1675	1870	1720	1739	1577	1520	1668	1564	1520
Queue Service Time (g_s), s	14.4	14.3	25.4	14.9	30.7	31.0	26.0	35.5	14.1	12.2	37.7	23.2
Cycle Queue Clearance Time (g_c), s	14.4	14.3	25.4	14.9	30.7	31.0	26.0	35.5	14.1	12.2	37.7	23.2
Green Ratio (*g/C*)	0.10	0.22	0.22	0.11	0.22	0.22	0.17	0.42	0.42	0.08	0.34	0.34
Capacity (*c*), veh/h	343	751	338	352	411	378	291	1985	638	141	1577	511
Volume-to-Capacity Ratio (*X*)	0.860	0.446	0.738	0.846	0.854	0.860	0.925	0.631	0.297	0.861	0.745	0.507
Back of Queue (*Q*), ft/ln (95 th percentile)	285	270	403	284	560	559	504	538	240	264	580	371
Back of Queue (*Q*), veh/ln (95 th percentile)	11.1	10.3	15.6	10.8	22.1	20.9	19.4	19.8	9.1	9.8	21.2	14.1
Queue Storage Ratio (*RQ*) (95 th percentile)	0.78	0.00	0.00	0.00	0.00	0.00	0.53	0.00	0.00	0.31	0.00	0.00
Uniform Delay (d_1), s/veh	75.3	57.6	62.0	74.7	63.7	63.8	69.7	39.0	32.7	76.9	50.0	45.2
Incremental Delay (d_2), s/veh	12.1	0.4	4.7	5.6	10.4	11.8	25.5	1.5	1.2	17.6	3.2	3.6
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	87.4	58.0	66.7	80.3	74.0	75.6	95.2	40.5	33.9	94.4	53.2	48.7
Level of Service (LOS)	F	E	E	F	E	E	F	D	C	F	D	D
Approach Delay, s/veh / LOS	70.3	E		76.5	E		48.4	D		55.7	E	
Intersection Delay, s/veh / LOS	59.7						E					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.74	C	2.74	C	2.44	B	2.63	C
Bicycle LOS Score / LOS	1.21	A	1.29	A	1.43	A	1.34	A

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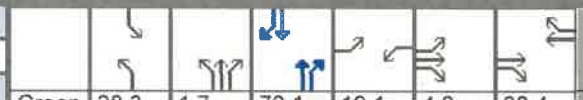
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Aug 19, 2024	Area Type	Other
Jurisdiction	Polk County	Time Period	Projected PM	PHF	0.95
Urban Street	US 27	Analysis Year	2028	Analysis Period	1> 16:45
Intersection	SR 542	File Name	1 - US 27 & Dundee Rd - Projected PM.xus		
Project Description	5611.1				

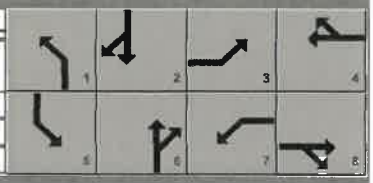


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	340	605	291	267	393	134	303	1478	291	239	1310	307

Signal Information			
Cycle, s	200.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	28.3	1.7	70.1	19.1	4.8	38.4
Yellow	5.1	5.1	5.1	4.2	0.0	4.2
Red	3.0	3.0	2.0	2.7	0.0	3.2



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	2.0	3.0	2.0	4.0	2.0	3.0	2.0	3.0
Phase Duration, s	30.7	50.6	26.0	45.8	46.3	87.0	36.4	77.2
Change Period, ($Y+R_c$), s	7.4	7.4	6.9	7.4	8.1	7.1	8.1	7.1
Max Allow Headway (*MAH*), s	4.0	4.0	4.0	4.0	4.0	0.0	4.0	0.0
Queue Clearance Time (g_s), s	22.9	35.8	18.3	33.9	37.3		30.3	
Green Extension Time (g_e), s	0.4	5.1	0.8	4.6	0.9	0.0	0.0	0.0
Phase Call Probability	1.00	1.00	1.00	1.00	1.00		1.00	
Max Out Probability	1.00	0.28	0.01	0.40	0.01		1.00	

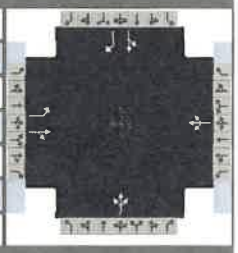
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	358	637	277	281	303	252	319	1556	306	252	1379	323
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1689	1795	1572	1702	1870	1529	1781	1631	1572	1739	1631	1585
Queue Service Time (g_s), s	20.9	33.8	33.5	16.3	31.2	31.9	35.3	56.0	29.1	28.3	51.0	33.3
Cycle Queue Clearance Time (g_c), s	20.9	33.8	33.5	16.3	31.2	31.9	35.3	56.0	29.1	28.3	51.0	33.3
Green Ratio (*g/C*)	0.12	0.22	0.22	0.10	0.19	0.19	0.19	0.40	0.40	0.14	0.35	0.35
Capacity (*c*), veh/h	394	775	340	325	360	294	340	1955	628	246	1714	555
Volume-to-Capacity Ratio (*X*)	0.908	0.821	0.815	0.866	0.842	0.857	0.938	0.796	0.488	1.022	0.805	0.582
Back of Queue (*Q*), ft/ln (95 th percentile)	404	570	531	313	579	515	641	818	444	621	763	505
Back of Queue (*Q*), veh/ln (95 th percentile)	15.6	22.6	20.7	12.1	22.8	19.9	25.2	31.0	17.3	23.9	28.9	19.9
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	87.3	74.7	74.6	89.2	77.9	78.1	79.8	52.9	44.8	85.8	58.8	53.0
Incremental Delay (d_2), s/veh	21.7	5.5	11.2	9.9	12.8	16.9	23.8	3.5	2.7	63.1	4.1	4.4
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	109.0	80.2	85.8	99.1	90.6	95.1	103.5	56.3	47.5	148.9	62.9	57.4
Level of Service (LOS)	F	F	F	F	F	F	F	E	D	F	E	E
Approach Delay, s/veh / LOS	89.5	F		94.8	F		62.0	E		73.1	E	
Intersection Delay, s/veh / LOS	75.5						E					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.75	C	2.75	C	2.45	B	2.64	C
Bicycle LOS Score / LOS	1.54	B	1.18	A	1.69	B	1.56	B

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HCS Signalized Intersection Results Summary

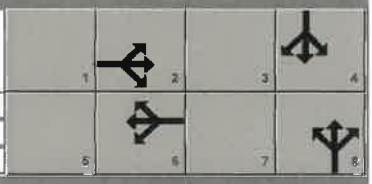
General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Aug 19, 2024	Area Type	Other
Jurisdiction	Polk County	Time Period	Projected AM	PHF	0.95
Urban Street	SR 17	Analysis Year	2028	Analysis Period	1> 7:45
Intersection	Dundee Rd	File Name	2 - SR 17 & Dundee Rd - Projected AM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	180	366	0	0	692	246	13	20	1	184	3	381

Signal Information			
Cycle, s	86.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	40.0	25.6	4.1	0.0	0.0	0.0	
Yellow	3.7	3.7	3.7	0.0	0.0	0.0	
Red	2.1	2.0	2.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6		8		4
Case Number		6.0		8.0		12.0		11.0
Phase Duration, s		45.8		45.8		9.8		31.3
Change Period, ($Y+R_c$), s		5.8		5.8		5.7		5.7
Max Allow Headway (*MAH*), s		4.6		4.6		4.1		4.4
Queue Clearance Time (g_s), s		42.0		42.0		3.6		23.2
Green Extension Time (g_e), s		0.0		0.0		0.1		2.3
Phase Call Probability		1.00		1.00		0.58		1.00
Max Out Probability		1.00		1.00		0.00		0.02

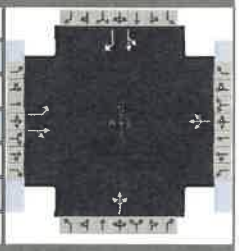
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	189	0			0			36			197	401
Adjusted Saturation Flow Rate (*s*), veh/h/ln	556	0			0			1854			1684	1557
Queue Service Time (g_s), s	0.0	0.0			0.0			1.6			8.1	21.2
Cycle Queue Clearance Time (g_c), s	40.0	0.0			0.0			1.6			8.1	21.2
Green Ratio (*g/C*)	0.46							0.05			0.29	0.29
Capacity (*c*), veh/h	83							87			496	459
Volume-to-Capacity Ratio (*X*)	2.285	0.000			0.000			0.414			0.397	0.874
Back of Queue (Q), ft/ln (95 th percentile)	745	0			0			36			155	345
Back of Queue (Q), veh/ln (95 th percentile)	28.7	0.0			0.0			1.5			5.8	13.4
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00			0.00			0.00			0.00	0.00
Uniform Delay (d_1), s/veh	43.4							40.2			24.5	29.1
Incremental Delay (d_2), s/veh	614.8	0.0			0.0			3.1			0.5	7.4
Initial Queue Delay (d_3), s/veh	0.0	0.0			0.0			0.0			0.0	0.0
Control Delay (*d*), s/veh	658.2							43.4			25.0	36.5
Level of Service (LOS)	F							D			C	D
Approach Delay, s/veh / LOS	228.0		F	133.5		F	43.4		D	32.7		C
Intersection Delay, s/veh / LOS	129.3						F					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.67	B	1.90	B	1.72	B	1.94	B
Bicycle LOS Score / LOS	1.44	A	2.12	B	0.55	A	1.47	A

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HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Aug 19, 2024	Area Type	Other
Jurisdiction	Polk County	Time Period	Projected PM	PHF	0.95
Urban Street	SR 17	Analysis Year	2028	Analysis Period	1> 16:15
Intersection	Dundee Rd	File Name	2 - SR 17 & Dundee Rd - Projected PM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	381	737	4	1	537	246	13	19	4	317	12	358

Signal Information			
Cycle, s	85.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	40.0	24.5	4.2	0.0	0.0	0.0	
Yellow	3.7	3.7	3.7	0.0	0.0	0.0	
Red	2.1	2.0	2.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6		8		4
Case Number		6.0		8.0		12.0		11.0
Phase Duration, s		45.8		45.8		9.9		30.2
Change Period, ($Y+R_c$), s		5.8		5.8		5.7		5.7
Max Allow Headway (*MAH*), s		4.7		4.7		4.2		4.3
Queue Clearance Time (g_s), s		42.0		42.0		3.7		21.5
Green Extension Time (g_e), s		0.0		0.0		0.1		2.9
Phase Call Probability		1.00		1.00		0.59		1.00
Max Out Probability		1.00		1.00		0.00		0.03

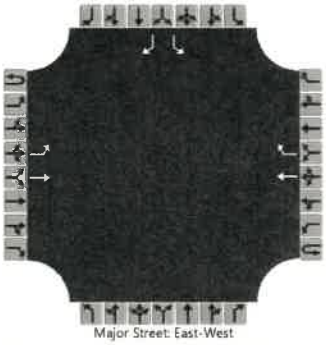
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	401	780			825			38			346	377
Adjusted Saturation Flow Rate (*s*), veh/h/ln	659	1839			1728			1830			1742	1560
Queue Service Time (g_s), s	0.0	33.8			5.2			1.7			15.2	19.5
Cycle Queue Clearance Time (g_c), s	40.0	33.8			40.0			1.7			15.2	19.5
Green Ratio (*g/C*)	0.47	0.47			0.47			0.05			0.29	0.29
Capacity (*c*), veh/h	126	857			847			89			497	445
Volume-to-Capacity Ratio (*X*)	3.188	0.910			0.974			0.426			0.697	0.847
Back of Queue (*Q*), ft/ln (95 th percentile)	1726	601			753			38			273	315
Back of Queue (*Q*), veh/ln (95 th percentile)	67.4	23.3			28.9			1.5			10.5	12.2
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00			0.00			0.00			0.00	0.00
Uniform Delay (d_1), s/veh	42.9	21.3			23.4			39.7			27.4	28.9
Incremental Delay (d_2), s/veh	1004.8	13.7			24.6			3.2			1.8	5.1
Initial Queue Delay (d_3), s/veh	0.0	0.0			0.0			0.0			0.0	0.0
Control Delay (*d*), s/veh	1047.7	34.9			48.0			42.9			29.2	34.0
Level of Service (LOS)	F	C			D			D			C	C
Approach Delay, s/veh / LOS	378.8	F		48.0	D		42.9	D		31.7	C	
Intersection Delay, s/veh / LOS	184.9						F					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.67	B	1.90	B	1.72	B	1.94	B
Bicycle LOS Score / LOS	2.44	B	1.85	B	0.55	A	1.68	B

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	SS	Intersection	SR 17 & Lake Trask Road
Agency/Co.	TPD, Inc.	Jurisdiction	Polk County
Date Performed	8/19/2024	East/West Street	SR 17
Analysis Year	2028	North/South Street	Lake Trask Road
Time Analyzed	Projected AM	Peak Hour Factor	0.95
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	5611.1		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	1		0	0	0		1	0	1
Configuration		L	T				T	R						L		R
Volume (veh/h)		133	291				419	164						171		211
Percent Heavy Vehicles (%)		6												5		5
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized						No								No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.16												6.45		6.25
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.25												3.55		3.35

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		140												180		222
Capacity, c (veh/h)		947												218		610
v/c Ratio		0.15												0.82		0.36
95% Queue Length, Q_{95} (veh)		0.5												6.2		1.7
95% Queue Length, Q_{95} (ft)		13.1												161.2		44.2
Control Delay (s/veh)		9.5												69.6		14.2
Level of Service (LOS)		A												F		B
Approach Delay (s/veh)		3.0												39.0		
Approach LOS		A												E		

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HCS Two-Way Stop-Control Report

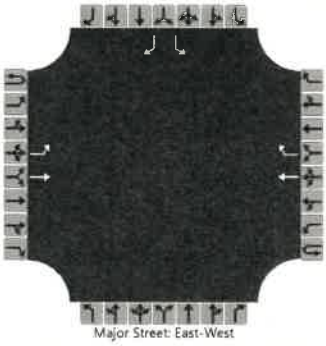
General Information

Analyst	SS
Agency/Co.	TPD, Inc.
Date Performed	8/19/2024
Analysis Year	2028
Time Analyzed	Projected PM
Intersection Orientation	East-West
Project Description	5611.1

Site Information

Intersection	SR 17 & Lake Trask Road
Jurisdiction	Polk County
East/West Street	SR 17
North/South Street	Lake Trask Road
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	1		0	0	0		1	0	1
Configuration		L	T				T	R						L		R
Volume (veh/h)		186	550				423	205						228		193
Percent Heavy Vehicles (%)		8												4		7
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized						No								No		
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.18												6.44		6.27
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.27												3.54		3.36

Delay, Queue Length, and Level of Service

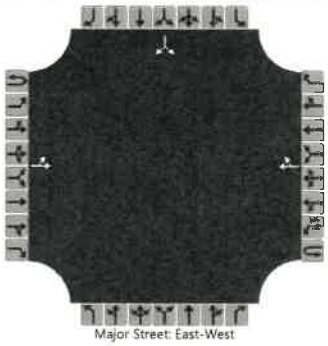
Flow Rate, v (veh/h)		196												240		203
Capacity, c (veh/h)		899												117		603
v/c Ratio		0.22												2.05		0.34
95% Queue Length, Q_{95} (veh)		0.8												19.9		1.5
95% Queue Length, Q_{95} (ft)		21.3												513.4		39.6
Control Delay (s/veh)		10.1												561.4		14.0
Level of Service (LOS)		B												F		B
Approach Delay (s/veh)		2.6												310.5		
Approach LOS		A												F		

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HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	SS	Intersection	Lk Mabel Loop Rd & HL Smith Rd
Agency/Co.	TPD, Inc.	Jurisdiction	Polk County
Date Performed	8/19/2024	East/West Street	Lake Mabel Loop Road
Analysis Year	2028	North/South Street	HL Smith Road
Time Analyzed	Projected AM	Peak Hour Factor	0.95
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	5611.1		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		128	76				87	55						48		150
Percent Heavy Vehicles (%)		7												10		5
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.17												6.50		6.25
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.26												3.59		3.35

Delay, Queue Length, and Level of Service

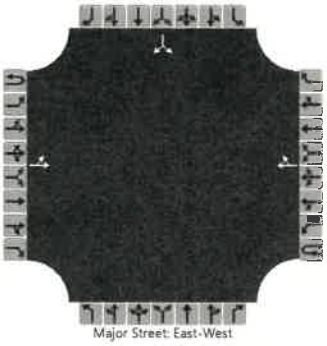
Flow Rate, v (veh/h)		135													208	
Capacity, c (veh/h)		1402													756	
v/c Ratio		0.10													0.28	
95% Queue Length, Q_{95} (veh)		0.3													1.1	
95% Queue Length, Q_{95} (ft)		7.9													28.9	
Control Delay (s/veh)		7.8	0.8												11.6	
Level of Service (LOS)		A	A												B	
Approach Delay (s/veh)	5.2												11.6			
Approach LOS	A												B			

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HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	SS	Intersection	Lk Mabel Loop Rd & HL Smith Rd
Agency/Co.	TPD, Inc.	Jurisdiction	Polk County
Date Performed	8/19/2024	East/West Street	Lake Mabel Loop Road
Analysis Year	2028	North/South Street	HL Smith Road
Time Analyzed	Projected PM	Peak Hour Factor	0.95
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	5611.1		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		172	103				102	43						60		164
Percent Heavy Vehicles (%)		6												5		7
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.16												6.45		6.27
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.25												3.55		3.36

Delay, Queue Length, and Level of Service

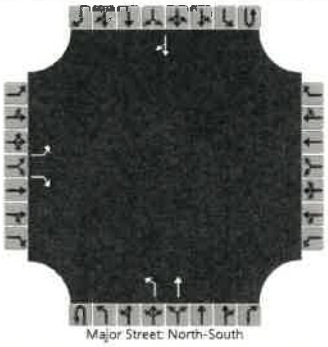
Flow Rate, v (veh/h)		181													236	
Capacity, c (veh/h)		1404													670	
v/c Ratio		0.13													0.35	
95% Queue Length, Q_{95} (veh)		0.4													1.6	
95% Queue Length, Q_{95} (ft)		10.5													42.1	
Control Delay (s/veh)		7.9	1.1												13.3	
Level of Service (LOS)		A	A												B	
Approach Delay (s/veh)	5.4												13.3			
Approach LOS	A												B			

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HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	SS	Intersection	SR 17 & Waverly Rd
Agency/Co.	TPD, Inc.	Jurisdiction	Polk County
Date Performed	8/19/2024	East/West Street	Waverly Rd
Analysis Year	2028	North/South Street	SR 17
Time Analyzed	Projected AM	Peak Hour Factor	0.95
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	5611.1		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	0
Configuration		L		R						L	T					TR
Volume (veh/h)		64		55						66	345				475	174
Percent Heavy Vehicles (%)		8		19						4						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No														
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.48		6.39						4.14						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.57		3.47						2.24						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		67		58						69						
Capacity, c (veh/h)		213		476						901						
v/c Ratio		0.32		0.12						0.08						
95% Queue Length, Q_{95} (veh)		1.3		0.4						0.3						
95% Queue Length, Q_{95} (ft)		34.6		11.5						7.7						
Control Delay (s/veh)		29.6		13.6						9.3						
Level of Service (LOS)		D		B						A						
Approach Delay (s/veh)		22.2								1.5						
Approach LOS		C								A						

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HCS Two-Way Stop-Control Report

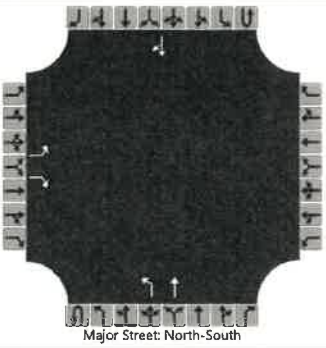
General Information

Analyst	SS
Agency/Co.	TPD, Inc.
Date Performed	8/19/2024
Analysis Year	2028
Time Analyzed	Projected PM
Intersection Orientation	North-South
Project Description	5611.1

Site Information

Intersection	SR 17 & Waverly Rd
Jurisdiction	Polk County
East/West Street	Waverly Rd
North/South Street	SR 17
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	0
Configuration		L		R						L	T					TR
Volume (veh/h)		220		106						85	507				484	158
Percent Heavy Vehicles (%)		1		4						5						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No														
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.41		6.24						4.15						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.51		3.34						2.25						

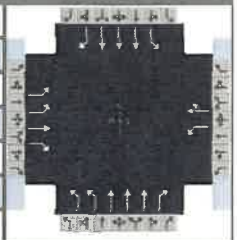
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		232		112						89						
Capacity, c (veh/h)		160		502						902						
v/c Ratio		1.45		0.22						0.10						
95% Queue Length, Q_{95} (veh)		14.8		0.8						0.3						
95% Queue Length, Q_{95} (ft)		373.0		20.6						7.8						
Control Delay (s/veh)		286.1		14.2						9.4						
Level of Service (LOS)		F		B						A						
Approach Delay (s/veh)		197.7								1.4						
Approach LOS		F								A						

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HCS Signalized Intersection Results Summary

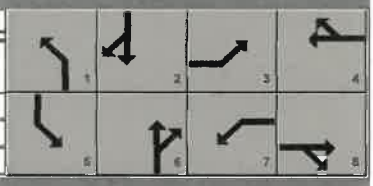
General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Aug 19, 2024	Area Type	Other
Jurisdiction	Polk County	Time Period	Projected AM	PHF	0.95
Urban Street	US 27	Analysis Year	2028	Analysis Period	1> 7:30
Intersection	Waverly Rd	File Name	6 - US 27 & Waverly Rd - Projected AM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	346	107	523	54	190	31	515	1148	39	29	1169	335

Signal Information			
Cycle, s	142.2	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	3.5	14.0	47.7	6.4	4.2	19.9	
Yellow	6.0	6.0	6.0	4.9	4.9	4.9	
Red	2.1	3.0	2.0	2.6	2.1	2.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	2.0	3.0	2.0	4.0	2.0	3.0	2.0	3.0
Phase Duration, s	25.1	38.0	13.9	26.8	34.6	78.7	11.6	55.7
Change Period, ($Y+R_c$), s	7.0	6.9	7.5	6.9	9.0	8.0	8.1	8.0
Max Allow Headway (*MAH*), s	4.0	4.1	4.0	4.1	4.0	3.9	4.0	3.9
Queue Clearance Time (g_s), s	16.7	33.1	7.1	19.9	23.9	26.5	4.8	35.2
Green Extension Time (g_e), s	1.3	0.0	0.1	0.0	1.7	19.3	0.0	12.5
Phase Call Probability	1.00	1.00	0.89	1.00	1.00	1.00	0.70	1.00
Max Out Probability	0.00	1.00	0.00	1.00	0.05	0.29	0.00	0.40

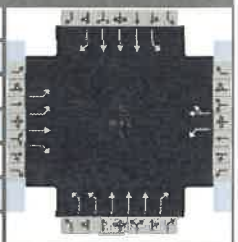
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	364	113	351	57	233		542	1208	41	31	1231	353
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1716	1811	1572	1584	1824		1716	1577	1447	1527	1577	1547
Queue Service Time (g_s), s	14.7	7.4	31.1	5.1	17.9		21.9	24.5	2.1	2.8	33.2	27.9
Cycle Queue Clearance Time (g_c), s	14.7	7.4	31.1	5.1	17.9		21.9	24.5	2.1	2.8	33.2	27.9
Green Ratio (*g/C*)	0.13	0.22	0.22	0.04	0.14		0.18	0.50	0.50	0.02	0.34	0.34
Capacity (*c*), veh/h	437	396	344	71	255		618	2353	719	38	1587	519
Volume-to-Capacity Ratio (*X*)	0.834	0.284	1.019	0.798	0.911		0.877	0.514	0.057	0.811	0.775	0.679
Back of Queue (*Q*), ft/ln (95 th percentile)	275	157	619	120	401		385	370	34	74	502	411
Back of Queue (*Q*), veh/ln (95 th percentile)	10.8	6.0	24.2	4.3	15.8		15.0	13.6	1.2	2.6	18.5	15.8
Queue Storage Ratio (*RQ*) (95 th percentile)	0.54	0.00	0.00	0.50	0.00		0.53	0.00	0.00	0.16	0.00	0.00
Uniform Delay (d_1), s/veh	60.6	46.3	55.6	67.3	60.3		56.8	24.1	18.5	69.0	42.5	40.7
Incremental Delay (d_2), s/veh	4.2	0.4	53.5	18.0	33.5		7.9	0.2	0.0	32.1	1.3	1.6
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	64.8	46.7	109.1	85.3	93.8		64.7	24.3	18.5	101.2	43.7	42.3
Level of Service (LOS)	E	D	F	F	F		E	C	B	F	D	D
Approach Delay, s/veh / LOS	81.1	F		92.2	F		36.4	D		44.5	D	
Intersection Delay, s/veh / LOS	51.0						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.86	C	2.74	C	1.91	B	2.72	C
Bicycle LOS Score / LOS	1.85	B	0.97	A	1.47	A	1.38	A

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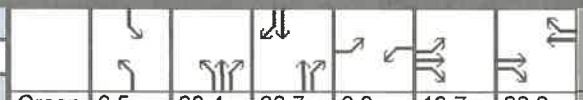
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Aug 19, 2024	Area Type	Other
Jurisdiction	Polk County	Time Period	Projected PM	PHF	0.95
Urban Street	US 27	Analysis Year	2028	Analysis Period	1> 16:45
Intersection	Waverly Rd	File Name	6 - US 27 & Waverly Rd - Projected PM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	459	252	733	44	175	47	641	1400	88	47	1237	495

Signal Information			
Cycle, s	173.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	6.5	20.4	60.7	6.0	13.7	20.0	
Yellow	6.0	6.0	6.0	4.9	4.9	4.9	
Red	2.1	3.0	2.0	2.6	2.1	2.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	2.0	3.0	2.0	4.0	2.0	3.0	2.0	3.0
Phase Duration, s	34.2	47.6	13.5	26.9	44.0	98.0	14.6	68.7
Change Period, ($Y+R_c$), s	7.0	6.9	7.5	6.9	9.0	8.0	8.1	8.0
Max Allow Headway (*MAH*), s	4.0	4.1	4.0	4.1	4.0	3.9	4.0	3.9
Queue Clearance Time (g_s), s	25.8	42.7	6.6	22.0	35.6	38.5	7.1	56.7
Green Extension Time (g_e), s	1.4	0.0	0.1	0.0	0.0	19.2	0.1	3.9
Phase Call Probability	1.00	1.00	0.89	1.00	1.00	1.00	0.91	1.00
Max Out Probability	0.10	1.00	0.00	1.00	1.00	0.64	0.00	0.92

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	483	265	492	46	234		675	1474	93	49	1302	521
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1730	1856	1585	1725	1802		1730	1618	1560	1668	1618	1598
Queue Service Time (g_s), s	23.8	22.2	40.7	4.6	20.0		33.6	36.5	5.3	5.1	41.5	54.7
Cycle Queue Clearance Time (g_c), s	23.8	22.2	40.7	4.6	20.0		33.6	36.5	5.3	5.1	41.5	54.7
Green Ratio (*g/C*)	0.16	0.23	0.23	0.03	0.12		0.20	0.52	0.52	0.04	0.35	0.35
Capacity (*c*), veh/h	541	435	371	59	207		697	2515	808	63	1694	558
Volume-to-Capacity Ratio (*X*)	0.892	0.610	1.324	0.780	1.127		0.968	0.586	0.115	0.790	0.769	0.934
Back of Queue (*Q*), ft/ln (95 th percentile)	427	409	1246	112	570		607	530	90	122	622	827
Back of Queue (*Q*), veh/ln (95 th percentile)	16.8	16.0	49.1	4.3	22.4		23.9	19.9	3.5	4.5	23.4	32.8
Queue Storage Ratio (*RQ*) (95 th percentile)	0.84	0.00	0.00	0.47	0.00		0.83	0.00	0.00	0.26	0.00	0.00
Uniform Delay (d_1), s/veh	71.9	59.4	66.5	83.2	76.9		68.8	29.0	21.4	82.9	50.3	54.6
Incremental Delay (d_2), s/veh	11.6	2.5	163.3	19.5	100.8		26.4	0.4	0.1	19.4	1.9	21.3
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	83.4	61.9	229.8	102.7	177.7		95.2	29.3	21.5	102.4	52.2	75.9
Level of Service (LOS)	F	E	F	F	F		F	C	C	F	D	E
Approach Delay, s/veh / LOS	136.9	F		165.3	F		48.8	D		60.1	E	
Intersection Delay, s/veh / LOS	77.8						E					

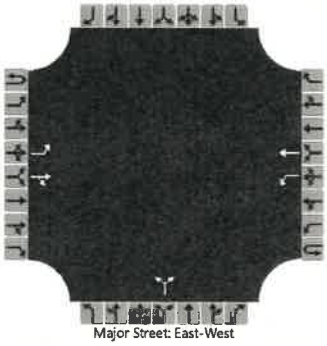
Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.86	C	2.75	C	1.92	B	2.83	C
Bicycle LOS Score / LOS	2.53	C	0.95	A	1.72	B	1.52	B

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HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	SS	Intersection	Lake Mabel Loop Rd & Site Access #1
Agency/Co.	TPD, Inc.	Jurisdiction	Polk County
Date Performed	8/19/2024	East/West Street	Lake Mabel Loop Rd
Analysis Year	2028	North/South Street	Site Access #1
Time Analyzed	Projected AM	Peak Hour Factor	0.95
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	5611.1		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	1	1	0		0	1	0		0	0	0
Configuration		L		TR		L	T				LR					
Volume (veh/h)		0	205	14		21	282			41		63				
Percent Heavy Vehicles (%)		3				3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1		6.2				
Critical Headway (sec)		4.13				4.13				7.13		6.23				
Base Follow-Up Headway (sec)		2.2				2.2				3.5		3.3				
Follow-Up Headway (sec)		2.23				2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				22					109					
Capacity, c (veh/h)		1259				1331					600					
v/c Ratio		0.00				0.02					0.18					
95% Queue Length, Q_{95} (veh)		0.0				0.1					0.7					
95% Queue Length, Q_{95} (ft)						2.6					17.9					
Control Delay (s/veh)		7.9				7.7					12.3					
Level of Service (LOS)		A				A					B					
Approach Delay (s/veh)	0.0				0.5				12.3							
Approach LOS	A				A				B							

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HCS Two-Way Stop-Control Report

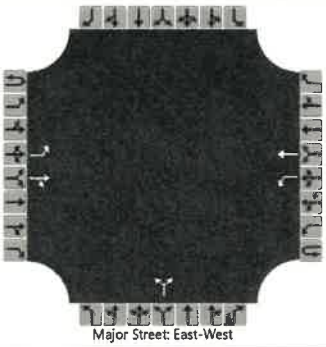
General Information

Analyst	SS
Agency/Co.	TPD, Inc.
Date Performed	8/19/2024
Analysis Year	2028
Time Analyzed	Projected PM
Intersection Orientation	East-West
Project Description	5611.1

Site Information

Intersection	Lake Mabel Loop Rd & Site Access #1
Jurisdiction	Polk County
East/West Street	Lake Mabel Loop Rd
North/South Street	Site Access #1
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	1	1	0		0	1	0		0	0	0
Configuration		L		TR		L	T				LR					
Volume (veh/h)		0	280	49		75	288			28		44				
Percent Heavy Vehicles (%)		3				3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1		6.2				
Critical Headway (sec)		4.13				4.13				7.13		6.23				
Base Follow-Up Headway (sec)		2.2				2.2				3.5		3.3				
Follow-Up Headway (sec)		2.23				2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				79					76					
Capacity, c (veh/h)		1252				1207					457					
v/c Ratio		0.00				0.07					0.17					
95% Queue Length, Q_{95} (veh)		0.0				0.2					0.6					
95% Queue Length, Q_{95} (ft)						5.1					15.4					
Control Delay (s/veh)		7.9				8.2					14.4					
Level of Service (LOS)		A				A					B					
Approach Delay (s/veh)	0.0				1.7				14.4							
Approach LOS	A				A				B							

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HCS Two-Way Stop-Control Report

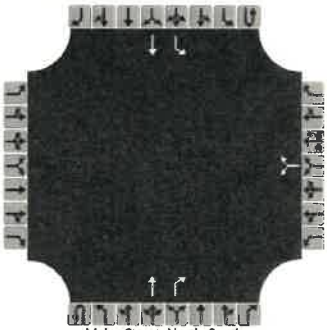
General Information

Analyst	SS
Agency/Co.	TPD, Inc.
Date Performed	8/19/2024
Analysis Year	2028
Time Analyzed	Projected AM
Intersection Orientation	North-South
Project Description	5611.1

Site Information

Intersection	SR 17 & Site Access #2
Jurisdiction	Polk County
East/West Street	Site Access #2
North/South Street	SR 17
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	1	0	1	1	0
Configuration							LR				T	R		L	T	
Volume (veh/h)						102		69			514	34		23	439	
Percent Heavy Vehicles (%)						3		3						3		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized											No					
Median Type | Storage						Undivided										

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.43		6.23						4.13		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.53		3.33						2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)							180							24		
Capacity, c (veh/h)							313							992		
v/c Ratio							0.58							0.02		
95% Queue Length, Q_{95} (veh)							3.4							0.1		
95% Queue Length, Q_{95} (ft)							87.0							2.6		
Control Delay (s/veh)							31.0							8.7		
Level of Service (LOS)							D							A		
Approach Delay (s/veh)						31.0								0.4		
Approach LOS						D								A		

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HCS Two-Way Stop-Control Report

General Information

Analyst	SS
Agency/Co.	TPD, Inc.
Date Performed	8/19/2024
Analysis Year	2028
Time Analyzed	Projected PM
Intersection Orientation	North-South
Project Description	5611.1

Site Information

Intersection	SR 17 & Site Access #2
Jurisdiction	Polk County
East/West Street	Site Access #2
North/South Street	SR 17
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	1	0	1	1	0
Configuration							LR				T	R		L	T	
Volume (veh/h)						70		48			580	120		81	697	
Percent Heavy Vehicles (%)						3		3						3		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized										No						
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.43		6.23						4.13		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.53		3.33						2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)							124							85		
Capacity, c (veh/h)							171							864		
v/c Ratio							0.73							0.10		
95% Queue Length, Q_{95} (veh)							4.5							0.3		
95% Queue Length, Q_{95} (ft)							115.2							7.7		
Control Delay (s/veh)							67.9							9.6		
Level of Service (LOS)							F							A		
Approach Delay (s/veh)					67.9						1.0					
Approach LOS					F						A					

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APPENDIX J

Response to Comments (Town of Dundee)

RESPONSE TO TOWN OF DUNDEE COMMENT
Valencia Ridge Major Traffic Study

The following is our response to the Town of Dundee comment regarding the Valencia Ridge project dated December 8, 2023. The comment is listed in **bold** followed by our response.

Comment: **Mitigation/Proportionate Share Analyses**
The estimated cost for the signalization of the SR 17 & Lake Trask Road intersection appears low, when compared to the cost of signalization of other intersections noted in the latest 5 Transportation Improvement Program.

Please review your estimated cost for the signalization and provide detailed documentation.

Response: The SR 17 & Lake Trask Road intersection has a 3-way configuration (T intersection) and is isolated from other signals. The estimated construction cost of $400,000 without the benefit of design appears more than adequate. Adding 10% design/administration cost would result in a total cost of $440,000.

TPD No. 5611.1
January 31, 2024

Traffic Planning and Design, Inc.
535 Versailles Drive, Maitland, Florida 32751 ■ Phone (407) 628-9955 ■ Fax (407) 628-8850 ■ www.tpdtraffic.com

Response to Town of Dundee Comments
Valencia Ridge TIA

The following is our response to the comments dated October 11, 2023, for the above-referenced project. Each comment is listed in **bold** followed by our response.

Comment 1 – Site Location Figure does is not same as Site Plan Figure
The Site Location Figure (Figure 1, page 2) is not the same as the Site Plan Figure (Figure 2, page 3). The north/south, eastern boundary of Phase 1 is not in the same location in the two referenced figures.

Please revise the figures so that the project boundaries are the same.

Response: The figures revised so that the project boundaries are the same.

Comment 2- The Phasing of Project noted in the Site Plan, Figure 2, Page 3 is not consistent with the Major Traffic Study Text.
It appears that the Applicant is conducting a Major Traffic Study for the entire project (576 single family dwelling units). However, the project phasing noted in Figure 2, page 3, notes "Phase 1" lots in solid black lines, and the lots in the other three phases are noted in faded gray lines. Phases 2 and 3 are noted "Future" phases, and Phase 4 is noted as an "Optional Phase 4."

The terminology "Future" and "Optional," when used for phasing implies that these phases may or may not be built, and that they are not part of the proposed construction plan under consideration for approval. Will Phases 2 through 4 be built at a later date than the build out date of 2028 noted in the Major Traffic Study text?

Please make the Major Traffic Study text and the Site Plan, Figure 2, Page 3, phasing description consistent.

Response: As per the approved methodology, the major study was performed for 576 single family units to be completed by 2028. The construction phasing was removed from the site plan.

TPD No. 5611.1
10/24/2023

Traffic Planning and Design, Inc.
535 Versailles Drive, Maitland, Florida 32751 ■ Phone (407) 628-9955 ■ Fax (407) 628-8850 ■ www.tpdtraffic.com

Comment 3- Three Lots have overlapping Numbers.
There are overlapping lot numbers in the Site Plan, page 3. There are two lots numbered 148, two lots numbered 149 and two lots numbered 150.

Please update the lot numbering and change the trip generation in the Major Traffic Study, as appropriate.

Response: We apologize for the overlapping lot numbers. The lot numbering has been updated.

Comment 4- Provide documentation on the completion Date of Planned Improvements to the US 27 and Dundee Road intersection.

It is noted on page 15, last paragraph, that there are planned improvements (by FDOT) to the US 27 & Dundee Road intersection. The planned FDOT improvements were assumed to be in place in the Valencia Ridge Major Traffic Study at the buildout date (2028) of Valencia Ridge.

Please provide documentation on the planned completion date of the improvements to the US 27 & Dundee Road intersection. If the completion date is after the buildout date of the Valencia Ridge, do not assume the intersection improvements in the Valencia Ridge Major Traffic Study.

Response: The improvements to the us 27 and Dundee Road intersection indicated in the traffic study have clearly been implemented (constructed).

Comment 5- Turn Lane Analysis, Table 12, Page 20, Existing/Proposed Length vs Total Length
In Table 12, page 20, the SR 17& Site Access #2 intersection, northbound right tum; the total length needed for the tum lane is noted as 405 feet. However, there is no assumed queue length, which appears to be in contradiction to the "Queue Length" column heading that appears to require a minimum of25 feet for queue length.**

It appears that the net result is that the required "Total Length" is greater than the "Existing/Proposed Length." It appears that the ""Existing/Proposed Length" needs to be revised to be longer than the "Total Length."

Response: The NB right turns are not under stop or signal control and, therefore, they do not stop in making their turns. As the HCS analysis confirms, no queue length is required for NB right turns. Table corrected to show existing/proposed length equating total length.

Comment 6- Intersection Signal Phasing

In the Major Traffic Study. the US 27 & Dundee Road intersection, AM, and PM analysis (pages 1-1, and I-2) dual lane permissive left turns against opposing through movement, are assumed.

This is not acceptable traffic signal phasing. Please revise the analyses to eliminate dual lane permissive left turns against opposing through movements.

Response: The permissive left turn operation was a carryover from existing conditions when Dundee Road had a single left turn lane. The analysis for the intersection has been revised with dual lanes on Dundee Road. Attached are the revised analyses.

Comment 7- Mitigation/Proportionate Share Analyses

The Major Traffic study, references on page 21, a "FOOT Intersection Proportionate Share Methodology." The Major Traffic Study uses the referenced methodology to calculate a 28% proportionate share of the required signalization mitigation.

In contrast, the FOOT Multimodal Transportation Site Impact Handbook, July 2023, notes on page 128, the use of Florida Statute 163.3180 in "Section 5.5. I, Optional Concurrency Mitigation (Proportionate Share)."

Please provide detailed calculations on the Applicant's proportionate share percentage, the total signalization mitigation cost (including design and construction costs), and the Applicant's proportionate share cost.

Response: In the absence of signalization plans, we cannot provide detailed calculations for the cost of the proposed signal. Based upon a past experience we have estimated a total cost of $400,000 (design and construction) with a 28% proportionate share. This is documented on page 21 of the traffic study.

Comment 8-Provide an Electronic Copy of the HCS Intersection Analyses files.

Please provide an electronic copy of the HCS intersection files so that the reviewer can review,

with the reviewer's copy of the HCS software, the Major Traffic Study HCS intersection files (input data, output data, error messages, etc.).

Response: Electronic copy of the HCS intersection analysis files provided.

Comment 9- Provide Page Numbers in the Tabe of Contents for All Sections and Subsections listed in the Table of Contents.

In the future, when you submit any traffic information/reports to the Town of Dundee, please provide the page numbers in the Table of Contents for all sections and subsections listed in the Table of Contents.

The Table of Contents in the Major Traffic Study has five sections (excluding the Appendices, List of Tables, and List of Figures), and nine subsections; that start on page 1, and end on page 22. The nine subsections have no page numbers, and it is time consuming to find a particular subsection. For example, the subsection "Tum Lane Analysis" has no page number in the Table of Contents and is located someplace between pages 12 and 22.

Response: Comment noted.

Response to Town of Dundee Comments
Valencia Ridge TIA

The following is our response to the comments dated August 17, 2023, for the above-referenced project. Each comment is listed in **bold** followed by our response.

Comment 1 – Send Valenica Ridge Information to Brenda Carter
Response: Comment noted.

Comment 2- Use Existing Traffic Counts and a compound Growth Rate
Response: Existing traffic counts and compound growth rates used.

Comment 3- Use the Valencia Ridge Trip Distribution Pattern from the previous Valencia Ridge
Response: The distribution from the original Valencia Ridge Major Traffic Study used.

Comment 4- Committed Trips from Other projects.
Response: Same committed trips as included in May 23, 2023 Revised traffic study used.

Comment 5- Acceptable Level of Service Standard for an Intersection Lane Group Movements
Response: The acceptable intersection lane group LOS determined based upon this comment.

Comment 6- Transportation Review Participants Coordination of Information.
Response: Town of Dundee will be provided with any reports, analysis and information to FDOT and other agencies

Comment 7- Add Specific Date to Report
Response: Specific date added to the report.

Comment 8- Add Intersection Numbers to the Intersections shown in Figures Shown in Appendices
Response: Intersections numbered added as per the comment.

Comment 9- Add Page Numbering and Table of Contents for Each Appendix.
Response: Page numbers and Table of Contents added as per the comment.

Comment 10- Synchro Analyses, Capacity and other Warnings, and V/C over 1.0.
Response: The bottom of each printout page was checked and addressed as per the comment.

TPD No. 5611.1
09/08/2023

Traffic Planning and Design, Inc.
535 Versailles Drive, Maitland, Florida 32751 ■ Phone (407) 628-9955 ■ Fax (407) 628-8850 ■ www.tpdtraffic.com

Comment 11- Use Pedestrian Calls from Count Field Data Sheets in Synchro Analysis
Response: Pedestrian calls used from field data sheets.

Comment 12- Intersection Approaches, Level of Service Standard.
Response: Agreed, the performance standard for the roadway segment shall govern the intersection approaches.

Comment 13- Intersection Signal Phasing and Red Times
Response: Intersection Signal Phasing and red times addressed as per the comment.

Comment 14- Mitigation/Proportionate Share Analyses
Response: Mitigation/Proportionate Share addressed as per the comment.

Comment 15- Provide a software Copy of the Synchro Files
Response: Software Copy of files provided.

Comment 16- Provide a completer, Revised Major Traffic Study
Response: Complete, revised major traffic study provided.

Response to City Comments
Valencia Ridge TIA

The following is our response to the comments dated May 11, 2022, for the above-referenced project. Each comment is listed in **bold** followed by our response.

Comment 1 – In any material submitted in the future, please number every page, hand numbering is acceptable. If you have an Appendix A, number the pages A-1, A-2, etc. Also, do not combine background intersection analyses, and total buildout ("Projected") intersection analyses into the same appendix section. The Appendices (over 100 pages) in the April 2022, Traffic Impact Study have no page numbers and it takes longer to review the report, and longer to prepare comments if there are no page numbers.

Response:
Comment noted.

Comment 2 – Please provide a complete, revised Traffic Impact Statement that includes the responses to the comments/questions and request for additional information noted in this May 11, 2022 letter.

Response:
Revised TIA provided.

Comment 3 – Please review the intersection analyses, and printouts in the April 2022, Traffic Impact Study and make sure that all volume to capacity ratios for any movement are not larger than 1.0, even if the overall intersection level of service is acceptable. A ratio larger than 1.0 for any traffic movement denotes that all of the traffic volumes did not pass through the intersection in the analyzed time period. The demand exceeds capacity, and a multi-period analysis should be conducted, or geometric improvements should be made.

Response: The background and projected HCS results were reviewed for the v/c ratios for each movement. The only intersections with v/c ratios greater than 1.00 that are caused by the addition of the project trips and not background traffic growth are the intersections of SR 17 with Dundee Road, Lake Trask Road, and Waverly Road. The signal timings for SR 17 and Dundee Road were optimized, and HCS results are included in Appendix F. The intersections of SR 17 with Lake Trask Road and with Waverly Road are stop-controlled intersections that already have auxiliary turn lanes for the minor approaches. Therefore, the developer will participate in the proportionate-share cost to install signals at these locations. See response to Comment 5.

TPD No. 5611
05/16/2023

Traffic Planning and Design, Inc.
535 Versailles Drive, Maitland, Florida 32751 ■ Phone (407) 628-9955 ■ Fax (407) 628-8850 ■ www.tpdtraffic.com

The intersections of US 27 with Dundee Road and Waverly Road, as well as the intersection of Dundee Road and SR 17, were analyzed with additional improvements and signal timings in order to reduce the v/c ratios and failing Levels of Service caused by background traffic growth. The results of the improved intersection analysis are summarized in Table 7 of the report. The improvements are made in response to deficiencies caused by background growth, so the Developer is not required to participate in the proportionate-share cost of the improvements.

Comment 4 – In the Polk County Land Development Code, Appendix C (Polk County Traffic Impact Study Methodology and Procedures), Section I (Level of Service Standards), Item Number 3, it is noted: "When an intersection analysis is required, the performance standard for the road segment shall govern intersection approaches."

In the April 2022, Traffic Impact Study, there are some intersections in which the level of service for an intersection approach leg is worse than the level of service for the leg roadway segment. Please revise the analyses to be consistent with the above referenced portion of the Polk County Land Development Code.

Response: The HCS results were reviewed and Tables 2, 6a, and 6b were updated to be consistent with the Level of Service Standards in the Polk County Land Development Code.

Comment 5 – Please conduct a mitigation/proportionate share analysis, and provide intersection results printouts, intersection analyses software, and written summaries that documents the analyses, mitigation, and conclusions.

Response: The intersections of SR 17 with both Lake Trask Road and with Waverly Road are operating deficiently due to the existing stop-control at the intersection. This condition will continue to prevail until signals become warranted and installed at these locations. Proportionate share costs are typically calculated based on the increased capacity created by the recommended improvements; however, the installation of a signal reduces the capacity of an intersection. Therefore, the procedures of the *FDOT Intersection Proportionate Share Methodology* were used to determine the proportionate share cost of the signals. The methodology states that the FDOT Signal Warrant #3 may be used to determine the cost of the signal.

For the intersection of SR 17 and Lake Trask Road, the major roadway has a volume of 1,089 vehicles in the P.M. peak hour, which means the minor approach volume threshold for Warrant 3 is 76 vehicles. The project is adding 29 vehicles to the minor approach of the intersection; therefore the Developer's proportionate share cost of the signal is 38% (29 veh divided by 76 veh).

For the intersection of SR 17 and Waverly Road, the major roadway has a volume of 1,080 vehicles in the P.M. peak hour, which means the minor approach volume threshold for Warrant 3 is 76 vehicles. The project is adding 39 vehicles to the minor approach of the intersection; therefore the Developer's proportionate share

cost of the signal is 51% (39 veh divided by 76 veh). The signal warrant worksheets are included in the Attachment.

Comment 6 – The signal timing information noted on the vehicle data sheets that were provided in the April 2022, Traffic Impact Study does not note the length of the yellow, nor all red times. Please document how the yellow and all red times, used in the intersection analysis, were determined.

Response: The yellow and all-red times were obtained from signal timing data provided by Polk County. Signal timing sheets have been added to the report in Appendix C.

Comment 7 – Additional Traffic Methodology Analysis Comments from March 3, 2022 letter.

(1) Attached to this May 11, 2022 letter is a copy of a previous comment letter dated March 3, 2022, and which was emailed on March 3, 2022. A copy of the sent email record is also attached.

(2) Most of the requested information noted in the March 3, 2022 letter has been provided or requested above, except for the following:

(A) Please provide the "software" requested in comment "I.b)"

Response:
Software copy of the intersection analysis computer runs provided.

Attachment

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	Dundee	Engineer:	SS
County:	16 – Polk	Date:	May 16, 2023
District:			

Major Street:	SR 17	Lanes:	1	Major Approach Speed:	45
Minor Street:	Lake Trask Rd	Lanes:	1	Minor Approach Speed:	35

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY ☑ 70% ☐ 100%

WARRANT 3 - PEAK HOUR

*If all three criteria are fulfilled **or** the plotted point lies above the appropriate line, then the warrant is satisfied.*

Applicable: ☑ Yes ☐ No
Satisfied: ☑ Yes ☐ No

Unusual condition justifying use of warrant:

Industrial Complex

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour 100% Volume		
Time	Major Vol.	Minor Vol.

Peak Hour 70% Volume		
Time	Major Vol.	Minor Vol.
4:15 to 5:15 P.M.	1089	317

Criteria

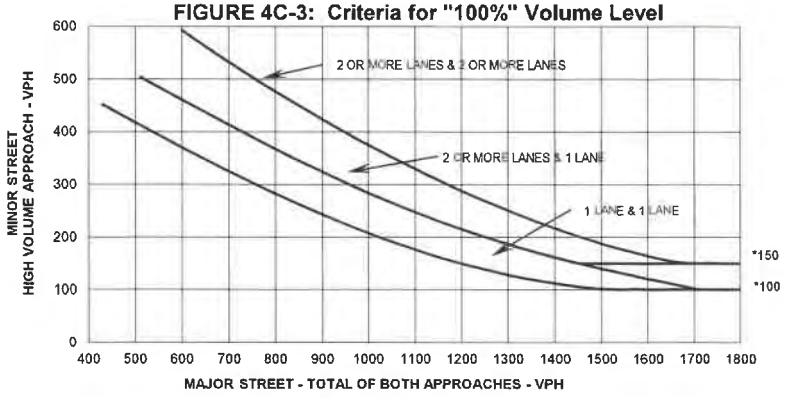
1. Delay on Minor Approach *(vehicle-hours)		
Approach Lanes	1	2
Delay Criteria*	4.0	5.0
Delay*		
Fulfilled?:	☐ Yes	☐ No

2. Volume on Minor Approach One-Direction *(vehicles per hour)		
Approach Lanes	1	2
Volume Criteria*	100	150
Volume*		
Fulfilled?:	☐ Yes	☐ No

3. Total Intersection Entering Volume *(vehicles per hour)		
No. of Approaches	3	4
Volume Criteria*	650	800
Volume*		
Fulfilled?:	☐ Yes	☐ No

Plot volume combination on the applicable figure below.

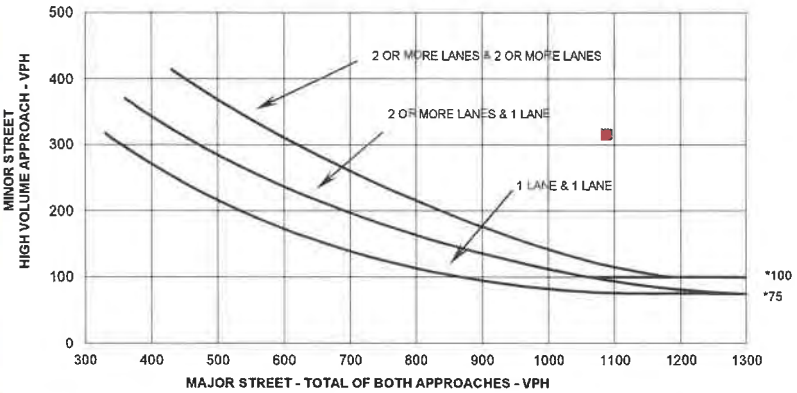
FIGURE 4C-3: Criteria for "100%" Volume Level



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

FIGURE 4C-4: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr. (40 mph) on Major Street)



** Note: 100 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 75 phi applies as the lower threshold volume threshold for a minor street approach with one lane.*

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	Dundee	Engineer:	SS
County:	16 – Polk	Date:	May 16, 2023
District:			

Major Street:	SR 17	Lanes:	1	Major Approach Speed:	55
Minor Street:	Waverly Rd	Lanes:	1	Minor Approach Speed:	45

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY ☑ 70% ☐ 100%

WARRANT 3 - PEAK HOUR

*If all three criteria are fulfilled **or** the plotted point lies above the appropriate line, then the warrant is satisfied.*

Applicable: ☑ Yes ☐ No
Satisfied: ☑ Yes ☐ No

Unusual condition justifying use of warrant:
Industrial Complex

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour 100% Volume		
Time	Major Vol.	Minor Vol.

Peak Hour 70% Volume		
Time	Major Vol.	Minor Vol.
4:15 to 5:15 P.M	1080	282

Criteria

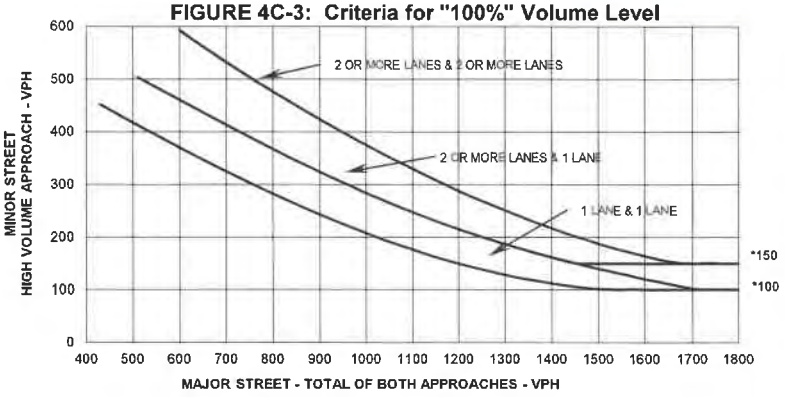
1. Delay on Minor Approach *(vehicle-hours)		
Approach Lanes	1	2
Delay Criteria*	4.0	5.0
Delay*		
Fulfilled?:	☐ Yes	☐ No

2. Volume on Minor Approach One-Direction *(vehicles per hour)		
Approach Lanes	1	2
Volume Criteria*	100	150
Volume*		
Fulfilled?:	☐ Yes	☐ No

3. Total Intersection Entering Volume *(vehicles per hour)		
No. of Approaches	3	4
Volume Criteria*	650	800
Volume*		
Fulfilled?:	☐ Yes	☐ No

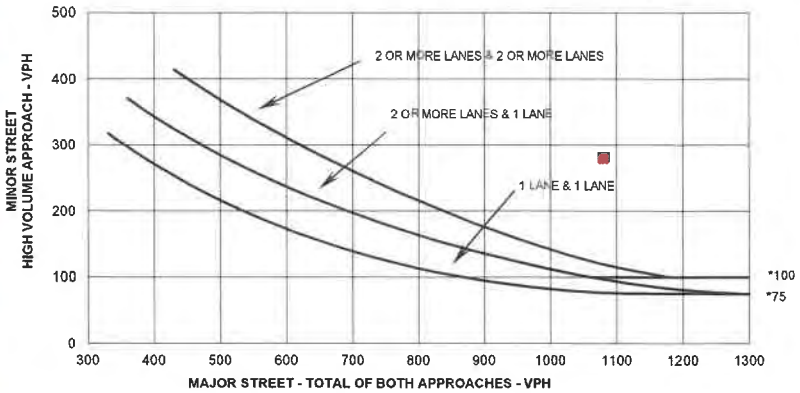
Plot volume combination on the applicable figure below.

FIGURE 4C-3: Criteria for "100%" Volume Level



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

FIGURE 4C-4: Criteria for "70%" Volume Level
(Community Less than 10,000 population or above 70 km/hr. (40 mph) on Major Street)



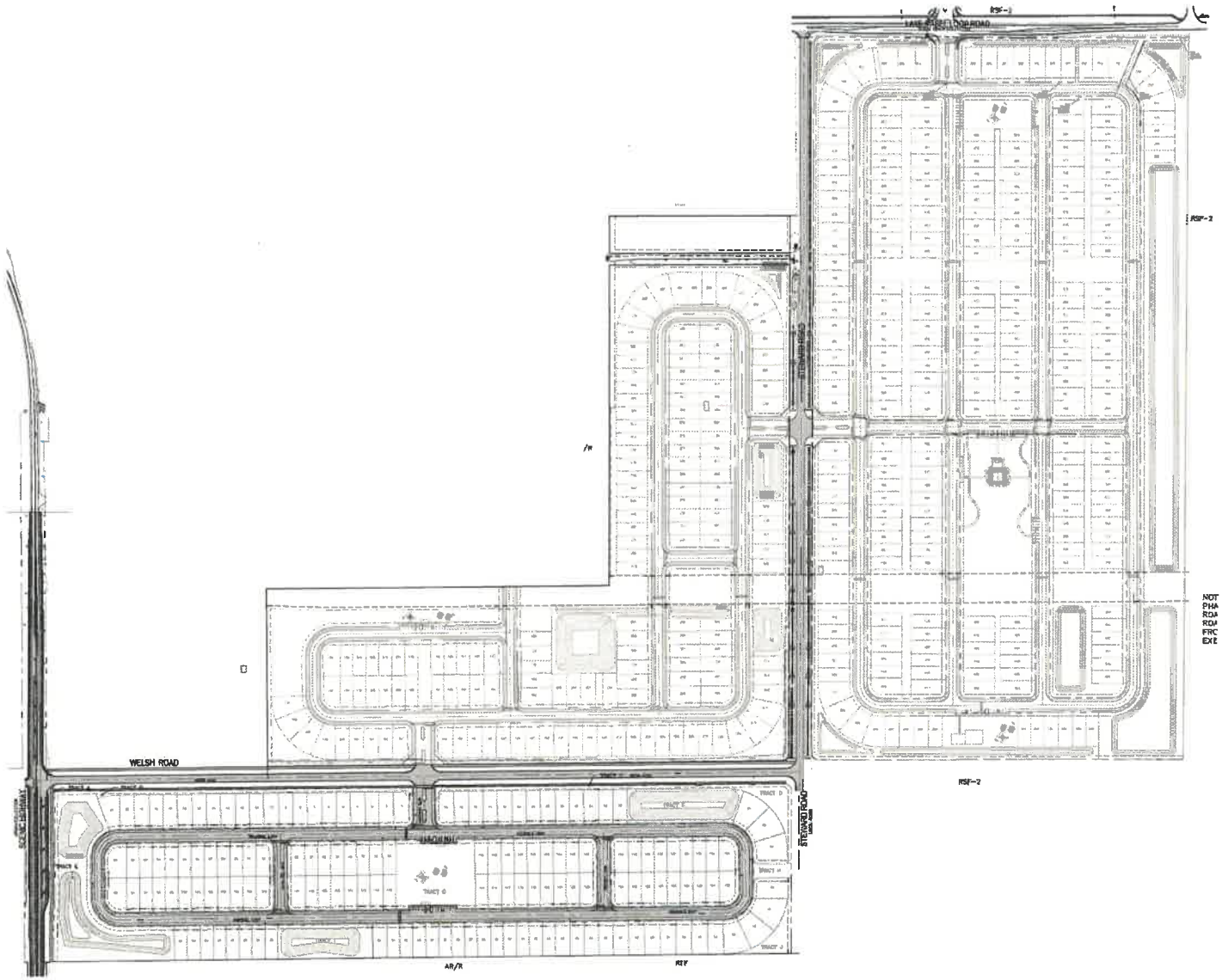
** Note: 100 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 75 phi applies as the lower threshold volume threshold for a minor street approach with one lane.*

Site Location (Figure 1) & Site Plan (Figure 2)



Valencia Ridge
Project № 5611.1
Figure 1
Page 2

Site Location



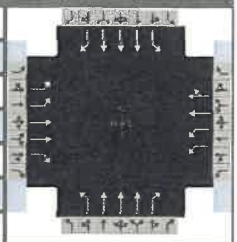
Valencia Ridge
Project № 5611.1
Figure 2
Page 3

Site Plan

Revised HCS (US 27 & Dundee Road)

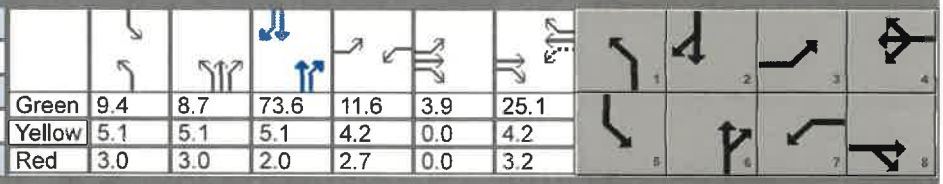
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Oct 17, 2023	Area Type	Other
Jurisdiction	Polk County	Time Period	Existing AM	PHF	0.95
Urban Street	US 27	Analysis Year	2023	Analysis Period	1> 7:30
Intersection	SR 542	File Name	1 - US 27 & Dundee Rd - Existing AM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	242	221	237	198	362	45	232	1068	142	71	984	187

Signal Information			
Cycle, s	170.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	9.4	8.7	73.6	11.6	3.9	25.1	
Yellow	5.1	5.1	5.1	4.2	0.0	4.2	
Red	3.0	3.0	2.0	2.7	0.0	3.2	

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	2.0	3.0	1.1	4.0	2.0	3.0	2.0	3.0
Phase Duration, s	22.4	36.4	18.5	32.5	34.4	97.6	17.5	80.7
Change Period, ($Y+R_c$), s	7.4	7.4	6.9	7.4	8.1	7.1	8.1	7.1
Max Allow Headway (*MAH*), s	4.0	4.0	4.0	4.0	4.0	0.0	4.0	0.0
Queue Clearance Time (g_s), s	14.4	25.7	10.8	21.3	25.5		9.5	
Green Extension Time (g_e), s	0.6	3.3	0.7	3.3	0.8	0.0	0.2	0.0
Phase Call Probability	1.00	1.00	1.00	1.00	1.00		0.97	
Max Out Probability	0.06	0.00	0.00	0.00	0.00		0.00	

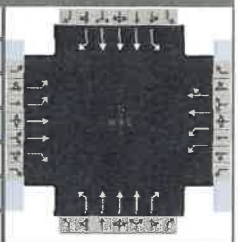
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	255	233	223	208	217	211	244	1124	149	75	1036	197
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1716	1724	1552	1675	1870	1798	1739	1577	1521	1668	1564	1520
Queue Service Time (g_s), s	12.4	10.2	23.7	8.8	19.0	19.3	23.5	24.8	8.7	7.5	27.3	14.3
Cycle Queue Clearance Time (g_c), s	12.4	10.2	23.7	8.8	19.0	19.3	23.5	24.8	8.7	7.5	27.3	14.3
Green Ratio (*g/C*)	0.09	0.17	0.17	0.22	0.15	0.15	0.15	0.53	0.53	0.06	0.43	0.43
Capacity (*c*), veh/h	303	589	265	533	276	265	269	2518	809	93	2032	658
Volume-to-Capacity Ratio (*X*)	0.840	0.395	0.842	0.391	0.786	0.796	0.909	0.447	0.185	0.807	0.510	0.299
Back of Queue (*Q*), ft/ln (95 th percentile)	249.3	208.1	385.4	176.9	366.3	379.5	431.3	383	149.5	173.8	428.1	243.5
Back of Queue (*Q*), veh/ln (95 th percentile)	9.7	7.9	14.9	6.8	14.4	14.2	16.6	14.1	5.7	6.4	15.6	9.2
Queue Storage Ratio (*RQ*) (95 th percentile)	0.68	0.00	0.00	0.00	0.00	0.00	0.45	0.00	0.00	0.21	0.00	0.00
Uniform Delay (d_1), s/veh	76.3	62.7	68.3	56.0	69.9	70.0	70.7	24.4	20.6	79.4	35.1	31.4
Incremental Delay (d_2), s/veh	8.6	0.4	7.1	0.5	4.9	5.4	11.4	0.6	0.5	15.0	0.9	1.2
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	84.9	63.1	75.4	56.4	74.8	75.4	82.1	25.0	21.1	94.4	36.0	32.5
Level of Service (LOS)	F	E	E	E	E	E	F	C	C	F	D	C
Approach Delay, s/veh / LOS	74.8	E		69.0	E		33.8	C		38.8	D	
Intersection Delay, s/veh / LOS	47.7						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.75	C	2.75	C	2.43	B	2.62	C
Bicycle LOS Score / LOS	1.07	A	1.01	A	1.32	A	1.21	A

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HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TPD, Inc.			Duration, h	0.250
Analyst	SS	Analysis Date	Oct 17, 2023	Area Type	Other
Jurisdiction	Polk County	Time Period	Existing PM	PHF	0.95
Urban Street	US 27	Analysis Year	2023	Analysis Period	1> 16:45
Intersection	SR 542	File Name	1 - US 27 & Dundee Rd - Existing PM.xus		
Project Description	5611.1				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	266	330	264	200	296	56	275	1311	192	105	1170	254

Signal Information			
Cycle, s	200.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	14.8	12.0	86.1	13.0	6.5	29.9	
Yellow	5.1	5.1	5.1	4.2	0.0	4.2	
Red	3.0	3.0	2.0	2.7	0.0	3.2	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	2.0	3.0	1.1	4.0	2.0	3.0	2.0	3.0
Phase Duration, s	26.4	43.8	19.9	37.3	43.1	113.4	22.9	93.2
Change Period, ($Y+R_c$), s	7.4	7.4	6.9	7.4	8.1	7.1	8.1	7.1
Max Allow Headway (*MAH*), s	4.0	4.0	4.0	4.0	4.0	0.0	4.0	0.0
Queue Clearance Time (g_s), s	18.4	32.7	12.4	22.7	34.0		14.6	
Green Extension Time (g_e), s	0.6	3.7	0.7	3.7	1.0	0.0	0.3	0.0
Phase Call Probability	1.00	1.00	1.00	1.00	1.00		1.00	
Max Out Probability	0.12	0.01	0.00	0.01	0.00		0.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	280	347	248	211	198	172	289	1380	202	111	1232	267
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1689	1795	1572	1702	1870	1586	1781	1631	1572	1739	1631	1585
Queue Service Time (g_s), s	16.4	17.5	30.7	10.4	20.2	20.7	32.0	36.8	13.8	12.6	38.3	23.1
Cycle Queue Clearance Time (g_c), s	16.4	17.5	30.7	10.4	20.2	20.7	32.0	36.8	13.8	12.6	38.3	23.1
Green Ratio (*g/C*)	0.09	0.18	0.18	0.21	0.15	0.15	0.17	0.53	0.53	0.07	0.43	0.43
Capacity (*c*), veh/h	321	653	286	465	280	237	312	2600	835	129	2107	682
Volume-to-Capacity Ratio (*X*)	0.874	0.532	0.869	0.453	0.709	0.725	0.929	0.531	0.242	0.857	0.585	0.392
Back of Queue (*Q*), ft/ln (95 th percentile)	320.3	322.3	492	207	384.3	349.5	562.3	546.4	233.1	265.5	580.1	362.5
Back of Queue (*Q*), veh/ln (95 th percentile)	12.3	12.8	19.2	8.0	15.1	13.5	22.1	20.7	9.1	10.2	22.0	14.3
Queue Storage Ratio (*RQ*) (95 th percentile)	0.80	0.00	0.00	0.00	0.00	0.00	0.59	0.00	0.00	0.32	0.00	0.00
Uniform Delay (d_1), s/veh	89.3	74.1	79.5	66.2	80.9	81.1	81.3	30.6	25.2	91.5	43.3	39.0
Incremental Delay (d_2), s/veh	14.0	0.7	11.3	0.7	3.3	4.2	12.9	0.8	0.7	14.7	1.2	1.7
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	103.3	74.8	90.8	66.9	84.2	85.3	94.1	31.4	25.9	106.2	44.5	40.7
Level of Service (LOS)	F	E	F	E	F	F	F	C	C	F	D	D
Approach Delay, s/veh / LOS	88.4	F		78.3	E		40.5	D		48.1	D	
Intersection Delay, s/veh / LOS	55.9						E					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.75	C	2.75	C	2.43	B	2.63	C
Bicycle LOS Score / LOS	1.21	A	0.97	A	1.52	B	1.37	A

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APPENDIX K

Turn Lane Analysis

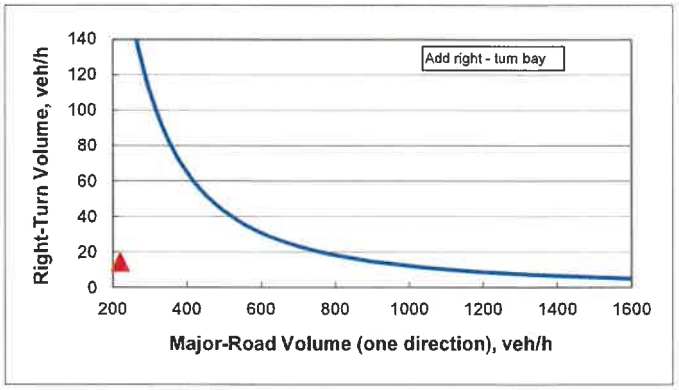
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	219
Right-turn volume, veh/h:	14

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	196
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	



Source: National Cooperative Highway Research Program (NCHRP) Report 457- Evaluating Intersection Improvements: An Engineering Study Guide

TPD #5611.1

Site Access @ Lake Mabel Loop Rd
Right Turn Warrant

P.M. Peak Hour

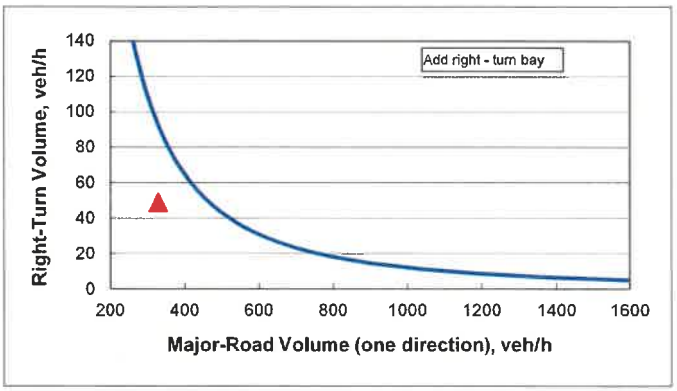
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	329
Right-turn volume, veh/h:	49

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	93
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	



Source: National Cooperative Highway Research Program (NCHRP) Report 457- Evaluating Intersection Improvements: An Engineering Study Guide

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SIGNAL WARRANT ANALYSIS

SR 17 & LAKE TRASK ROAD
POLK COUNTY, FLORIDA
Section 16090000/MP 27.263

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February 2025
Revised
April 2025

TPD No. 5611.2

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C Collision Diagram
D FDOT Signal Warrant Summary Worksheets

INTRODUCTION

This analysis was performed in order to determine if a signal would become warranted at the intersection of SR 17 and Lake Trask Road due to the construction of the Valencia Ridge residential development in Dundee, Polk County. The Valencia Ridge development is for 576 single-family homes to be completed by the end of 2028. It is located on the east side of SR 17 at Welsh Road, approximately 0.45 miles south of Lake Trask Road. **Figure 1** depicts the intersection location, the site of the Valencia Ridge development, and the area roadways. Access to the development is proposed via two full access driveways, one on SR 17 and the other on Lake Mabel Loop Road. As will be documented subsequently, a significant amount of Valencia Ridge traffic will utilize the intersection approaches of SR 17 and Lake Trask Road.

EXISTING TRAFFIC CONDITIONS

SR 17 is a two-lane undivided urban collector roadway with a posted speed limit of 55 mph. Based on FDOT counts made in 2023, it carries a daily traffic volume of approximately 7,700 vehicles per day adjacent to the intersection. Lake Trask Road is a two-lane undivided local roadway with a posted speed limit of 30 mph. It has a daily traffic volume of approximately 6,389 vehicles.

Intersection Configuration

The existing lane configuration at the intersection of SR 17 and Lake Trask Road is illustrated in **Figure 2.** The intersection is a T-intersection with SR 17 being the major-street and Lake Trask Road being the minor-street. SR 17 runs in the northwest/southeast direction in this area, with Lake Trask Road intersecting it perpendicularly in the southwest direction. In order to simplify the analysis, SR 17 will henceforth be referred to as the northbound/southbound approaches, and Lake Trask Road will be referred to as the westbound approach.

As can be seen from Figure 2, SR 17 has one through-lane in each direction. Additionally, there are auxiliary right and left turn lanes. Lake Trask Road has a two-lane approach, with one right turn lane and one left turn lane.

Hourly Traffic Counts

Turning movement counts at the intersection were obtained for the hours of 6:00 A.M. to 6:00 P.M. for use in the analysis. These counts were made on February 12th, 2025, when the FDOT Seasonal Factor for Polk County was 0.94. Therefore, the counts were not adjusted. To determine the background growth of the existing traffic, the 2% annual growth rate obtained from the Polk TPO was used to grow the counts to the buildout year of the project. The background volumes thus determined at each approach, summarized by the hour, are shown in **Table 1**. These background approach volumes were subsequently combined with the project trips for use in the analysis. The turning movement counts and FDOT Seasonal Factor Report are included in **Appendix A.**

Table 1
Hourly 2028 Background Traffic Volumes

Hour	SR 17					Lake Trask Rd		
	NBT	NBR	SBT	SBL	Total Both Approaches	WBL	WBR	Total
6-7 A.M.	163	50	134	39	386	82	98	180
7-8 A.M.	263	75	191	58	587	178	144	322
8-9 A.M.	182	69	176	116	543	124	147	271
9-10 A.M.	161	57	167	57	442	96	92	188
10-11 A.M.	153	56	174	67	450	84	74	158
11-12 P.M.	148	63	197	55	463	74	59	133
12-1 P.M.	151	90	191	68	500	73	72	145
1-2 P.M.	162	77	172	70	481	83	65	148
2-3 P.M.	218	101	257	82	658	92	78	170
3-4 P.M.	225	152	260	116	753	117	77	194
4-5 P.M.	217	167	271	155	810	126	172	298
5-6 P.M.	218	160	301	140	819	93	113	206



SR 17 & Lake Trask Road SWA
Project № 5611.2
Figure 3

Trip Distribution

Table 4
2028 Total Traffic Volumes

Hour	Major Street - SR 17							Minor Street - Lake Trask Rd				
	Northbound			Southbound			Total Both Approaches	WBL	WBR			Total Both Lanes
	Bkgd	Project	Total	Bkgd	Project	Total		Bkgd	Bkgd	Project	Total	
6-7 A.M.	213	37	250	173	16	189	439	82	98	22	120	202
7-8 A.M.	338	63	401	249	31	280	681	178	144	38	182	360
8-9 A.M.	251	54	305	292	38	330	635	124	147	32	179	303
9-10 A.M.	218	36	254	224	34	258	512	96	92	22	114	210
10-11 A.M.	209	35	244	241	43	284	528	84	74	21	95	179
11-12 P.M.	211	32	243	252	54	306	549	74	59	19	78	152
12-1 P.M.	241	36	277	259	57	316	593	73	72	21	93	166
1-2 P.M.	239	38	277	242	62	304	581	83	65	23	88	171
2-3 P.M.	319	39	358	339	72	411	769	92	78	23	101	193
3-4 P.M.	377	39	416	376	88	464	880	117	77	23	100	217
4-5 P.M.	384	47	431	426	106	532	963	126	172	28	200	326
5-6 P.M.	378	46	424	441	101	542	966	93	113	28	141	234

Table 5
Warrant 1 – Eight-Hour Vehicular Volume

Condition A-Minimum Vehicular Volume									
Number of Lanes for Moving Traffic on Each Approach		Vehicles Per Hour on Major Street (Total of both Approaches) *				Vehicles Per Hour on Higher Volume Minor Street (One Direction Only)*			
Major Street	Minor Street	100%	80%	70%	56%	100%	80%	70%	56%
1 Lane	1 Lane	500	400	350	280	150	120	105	84
2 + Lanes	1 Lane	600	480	420	336	150	120	105	84
2 + Lanes	2 + Lanes	600	480	420	336	200	160	140	112
1 Lane	2 + Lanes	500	400	350	280	200	160	140	112
Condition B-Interruption of Continuous Traffic									
Number of Lanes for Moving Traffic on Each Approach		Vehicles Per Hour on Major Street (Total of both Approaches) *				Vehicles Per Hour on Higher Volume Minor Street (One Direction Only)*			
Major Street	Minor Street	100%	80%	70%	56%	100%	80%	70%	56%
1 Lane	1 Lane	750	600	525	420	75	60	53	42
2 + Lanes	1 Lane	900	720	630	504	75	60	53	42
2 + Lanes	2 + Lanes	900	720	630	504	100	80	70	56
1 Lane	2 + Lanes	750	600	525	420	100	80	70	56

* When the 85-percentile speed of Major Street exceeds 40 mph, the 70% minimum volume thresholds values are used.

Source: ***Manual on Uniform Traffic Control Devices***, 11th Edition, U.S. Department of Transportation, Federal Highway Administration.

Warrant Analysis

As described in the Intersection Configuration section of the report, SR 17 has one through lane in each direction at the study intersection. Lake Trask Road has two approach lanes. According to the MUTCD, a minor street approach with exclusive right and left turn lanes where the traffic in the right turn lane enters the major street with minimal conflict may be analyzed as a single-lane approach using only the volumes in the left turn lane. According to the results of the intersection capacity analysis conducted in the TIA, the right turn lane at Lake Trask Road is projected to operate at satisfactory Levels of Service with minimal delay. Therefore, the intersection was analyzed as a single lane for the minor street using only the volumes in the left turn lane.

Summarized in **Table 6** are the hourly traffic volumes along with an assessment of the applicable signal warrants. As can be seen from the tables, the minimum volume requirements are satisfied for Warrant 1 (Condition B only) and for Warrant 2.

The completed FDOT Traffic Signal Warrant Summary forms are included in **Appendix D**.

Table 6
Signal Warrant Analysis

Hour	2028 Approach Volumes		Warrants		
	SR 17 (Total Both Approaches)	Lake Trask Road - WBL	1A	1B	2
6-7 A.M.	439	82			
7-8 A.M.	681	178	X	X	X
8-9 A.M.	635	124	X	X	X
9-10 A.M.	512	96			
10-11 A.M.	528	84		X	
11-12 P.M.	549	74		X	
12-1 P.M.	593	73		X	
1-2 P.M.	581	83		X	
2-3 P.M.	769	92		X	X
3-4 P.M.	880	117	X	X	X
4-5 P.M.	963	126	X	X	X
5-6 P.M.	966	93		X	X
		Hours Required:	**8**	**8**	**4**
		Hours Satisfied:	**4**	**10**	**6**

APPENDICES

National Data & Surveying Services

Intersection Turning Movement Count

Location: N Scenic Hwy/SR 17 & Lake Trask Rd
City: Dundee
Control: 1-Way Stop(WB)

Project ID: 25-130061-001
Date: 2/12/2025

Data - Total

NS/EW Streets:	N Scenic Hwy/SR 17				N Scenic Hwy/SR 17				Lake Trask Rd				Lake Trask Rd				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
6:00 AM	0	22	9	0	7	17	0	0	0	0	0	0	12	0	21	0	88
6:15 AM	0	34	13	0	8	25	0	0	0	0	0	0	18	0	21	0	119
6:30 AM	0	46	15	0	9	43	0	0	0	0	0	0	17	0	30	0	160
6:45 AM	0	52	10	0	13	41	0	0	0	0	0	0	30	0	20	0	166
7:00 AM	0	44	10	0	13	39	0	0	0	0	0	0	48	0	34	0	188
7:15 AM	0	64	25	0	9	49	0	0	0	0	0	0	43	0	29	0	219
7:30 AM	0	72	18	0	19	54	0	0	0	0	0	0	33	0	31	0	227
7:45 AM	0	68	18	0	14	38	0	0	0	0	0	0	44	0	42	0	224
8:00 AM	0	43	14	0	23	52	0	0	0	0	0	0	34	0	31	0	197
8:15 AM	0	44	15	0	25	36	0	0	0	0	0	0	32	0	33	0	185
8:30 AM	0	46	19	0	35	43	0	0	0	0	0	0	22	0	30	0	195
8:45 AM	0	39	17	0	26	35	0	0	0	0	0	0	29	0	45	0	191
9:00 AM	0	51	11	0	22	40	0	0	0	0	0	0	33	0	34	0	191
9:15 AM	0	30	10	0	14	43	0	0	0	0	0	0	18	0	18	0	133
9:30 AM	0	31	18	0	8	36	0	0	0	0	0	0	16	0	21	0	130
9:45 AM	0	40	15	0	10	39	0	0	0	0	0	0	24	0	14	0	142
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	726	237	0	255	630	0	0	0	0	0	0	453	0	454	0	2755
APPROACH %'s :	0.00%	75.39%	24.61%	0.00%	28.81%	71.19%	0.00%	0.00%					49.94%	0.00%	50.06%	0.00%	
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	0	247	75	0	65	193	0	0	0	0	0	0	154	0	133	0	867
PEAK HR FACTOR :	0.000	0.858	0.750	0.000	0.707	0.894	0.000	0.000	0.000	0.000	0.000	0.000	0.875	0.000	0.792	0.000	0.955
		0.894				0.860								0.834			

NOON	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
10:00 AM	0	36	17	0	14	40	0	0	0	0	0	0	21	0	24	0	152
10:15 AM	0	43	15	0	15	45	0	0	0	0	0	0	18	0	15	0	151
10:30 AM	0	41	9	0	13	31	0	0	0	0	0	0	23	0	17	1	135
10:45 AM	0	24	12	0	21	48	0	0	0	0	0	0	17	0	14	0	136
11:00 AM	0	37	11	0	13	49	0	0	0	0	0	0	17	0	10	0	137
11:15 AM	0	31	13	0	10	43	0	0	0	0	0	0	17	0	20	0	134
11:30 AM	0	37	17	0	14	50	0	0	0	0	0	0	20	0	14	0	152
11:45 AM	0	35	18	0	15	44	0	0	0	0	0	0	16	0	12	0	140
12:00 PM	0	35	14	0	18	34	0	0	0	0	0	0	15	0	20	0	136
12:15 PM	0	40	23	0	13	58	0	0	0	0	0	0	17	0	14	0	165
12:30 PM	0	33	25	0	15	39	0	0	0	0	0	0	13	0	11	0	136
12:45 PM	0	34	23	0	18	49	0	0	0	0	0	0	24	0	23	0	171
1:00 PM	0	45	20	0	13	30	0	0	0	0	0	0	14	0	11	0	133
1:15 PM	0	42	12	0	20	46	0	0	0	0	0	0	20	0	12	0	152
1:30 PM	0	26	19	0	11	30	0	0	0	0	0	0	24	0	19	0	129
1:45 PM	0	40	22	0	22	56	0	0	0	0	0	0	20	0	19	0	179
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	579	270	0	245	692	0	0	0	0	0	0	296	0	255	1	2338
APPROACH %'s :	0.00%	68.20%	31.80%	0.00%	26.15%	73.85%	0.00%	0.00%					53.62%	0.00%	46.20%	0.18%	
PEAK HR :	12:00 PM - 01:00 PM																TOTAL
PEAK HR VOL :	0	142	85	0	64	180	0	0	0	0	0	0	69	0	68	0	608
PEAK HR FACTOR :	0.000	0.888	0.850	0.000	0.889	0.776	0.000	0.000	0.000	0.000	0.000	0.000	0.719	0.000	0.739	0.000	0.889
		0.901				0.859								0.729			

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
2:00 PM	0	37	17	0	23	54	0	0	0	0	0	0	16	0	16	0	163
2:15 PM	0	64	16	0	17	62	0	0	0	0	0	0	18	0	24	0	201
2:30 PM	0	50	21	0	20	55	0	0	0	0	0	0	32	0	10	0	188
2:45 PM	0	55	41	0	17	71	0	0	0	0	0	0	21	0	24	0	229
3:00 PM	0	45	32	0	22	47	0	0	0	0	0	0	25	0	22	0	193
3:15 PM	0	46	29	0	26	71	0	0	0	0	0	0	24	0	19	0	215
3:30 PM	0	63	42	0	31	55	0	0	0	0	0	0	29	0	15	0	235
3:45 PM	0	58	40	0	30	72	0	0	0	0	0	0	32	0	17	0	249
4:00 PM	0	46	41	0	32	64	0	0	0	0	0	0	32	0	34	0	249
4:15 PM	0	50	28	0	49	65	0	0	0	0	0	0	26	0	71	0	289
4:30 PM	0	62	44	0	30	76	0	0	0	0	0	0	36	0	33	0	281
4:45 PM	0	47	45	0	35	51	0	0	0	0	0	0	25	0	24	0	227
5:00 PM	0	47	31	0	27	81	0	0	0	0	0	0	21	0	38	0	245
5:15 PM	0	59	51	0	38	64	0	0	0	0	0	0	15	0	23	0	250
5:30 PM	0	54	36	0	42	86	0	0	0	0	0	0	30	0	24	0	272
5:45 PM	0	46	33	0	25	53	0	0	0	0	0	0	22	0	22	0	201
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	829	547	0	464	1027	0	0	0	0	0	0	404	0	416	0	3687
APPROACH %'s :	0.00%	60.25%	39.75%	0.00%	31.12%	68.88%	0.00%	0.00%					49.27%	0.00%	50.73%	0.00%	
PEAK HR :	03:45 PM - 04:45 PM																TOTAL
PEAK HR VOL :	0	216	153	0	141	277	0	0	0	0	0	0	126	0	155	0	1068
PEAK HR FACTOR :	0.000	0.871	0.869	0.000	0.719	0.911	0.000	0.000	0.000	0.000	0.000	0.000	0.875	0.000	0.546	0.000	0.924
		0.870				0.917								0.724			

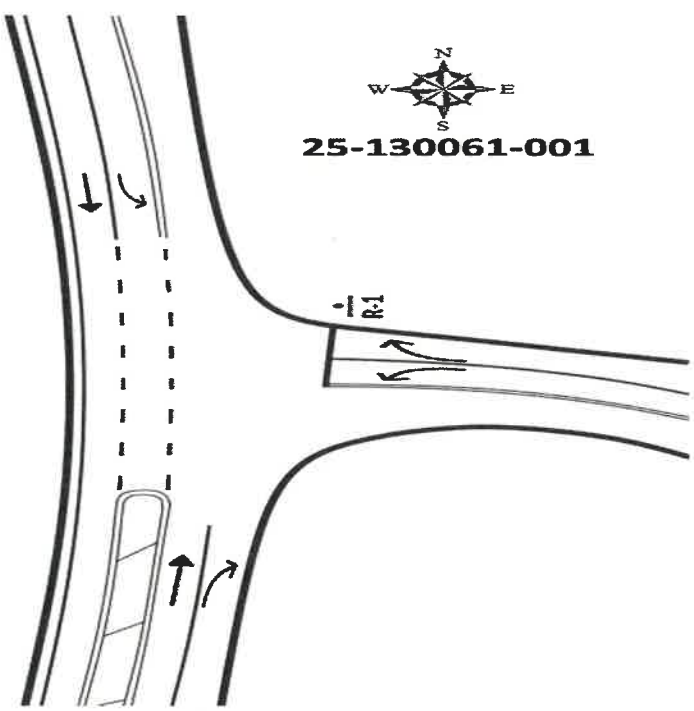
National Data & Surveying Services

Site Code:	**25-130061-001**
Date:	**02/12/2025**
Weather:	**Sunny**
City:	**Dundee**
County:	**Polk**
Count Times:	**06:00 - 10:00**
	10:00 - 14:00
	14:00 - 18:00
Control:	**1-Way Stop(WB)**

N↑

N/S Street: **N Scenic Hwy/SR 17**

Speed: **45/55 MPH**



E/W Street: **Lake Trask Rd**

Speed: **30 MPH**

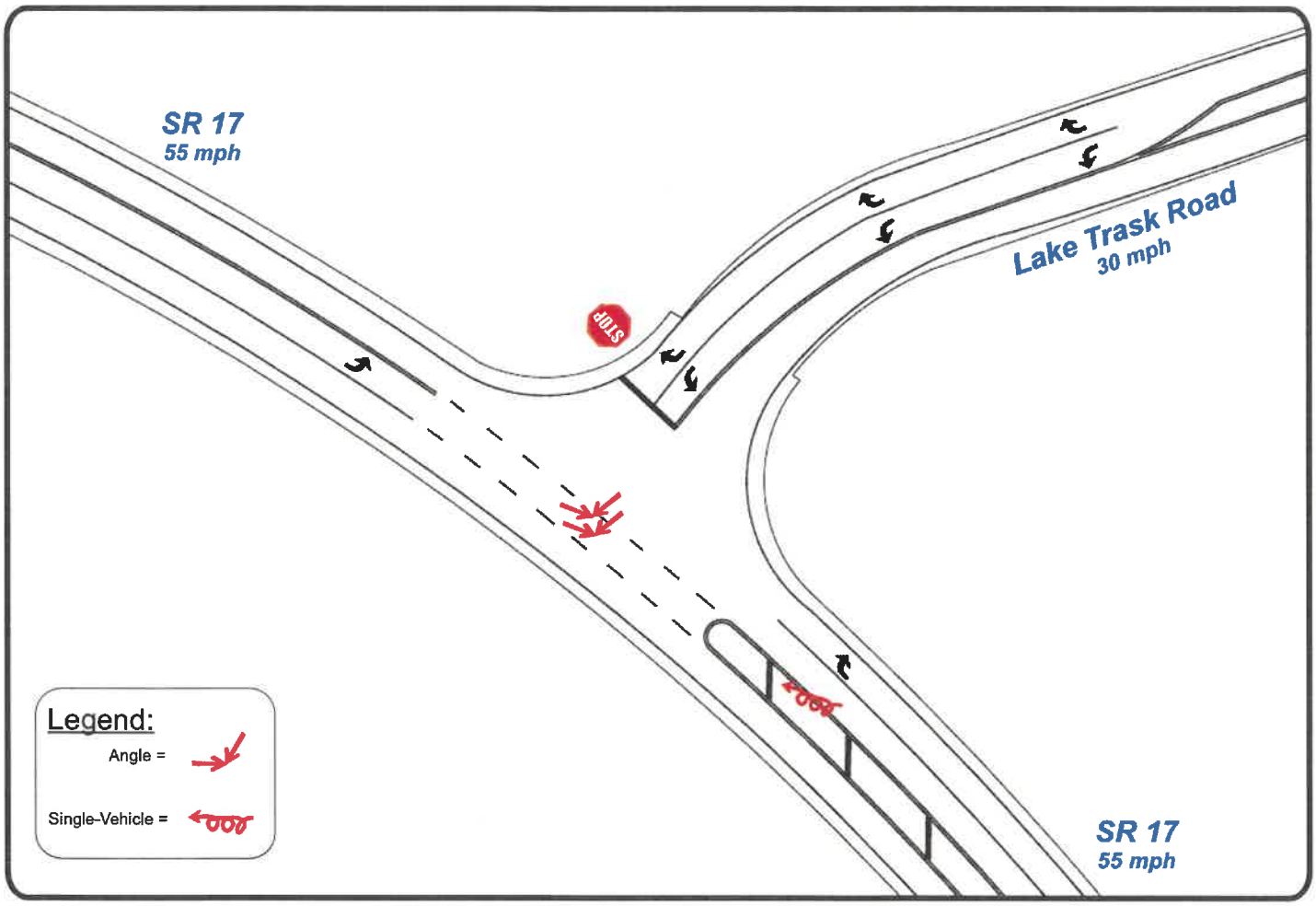
APPENDIX B

ITE Trip Generation Data, ITE Hourly Variation Rates

Hourly Distribution of Entering and Exiting Vehicle Trips by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

Land Use Code	210			210			210		
Land Use	Single-Family Detached Housing			Single-Family Detached Housing			Single-Family Detached Housing		
Setting	General Urban/Suburban			General Urban/Suburban			General Urban/Suburban		
Time Period	Weekday			Saturday			Sunday		
# Data Sites	7			3			2		
	% of 24-Hour Vehicle Trips			% of 24-Hour Vehicle Trips			% of 24-Hour Vehicle Trips		
Time	Total	Entering	Exiting	Total	Entering	Exiting	Total	Entering	Exiting
12:00 - 1:00 AM	0.3%	0.5%	0.2%	0.8%	0.6%	1.0%	0.6%	0.6%	0.6%
1:00 - 2:00 AM	0.2%	0.2%	0.1%	0.4%	0.6%	0.2%	0.6%	1.2%	0.0%
2:00 - 3:00 AM	0.2%	0.3%	0.1%	0.3%	0.4%	0.2%	0.0%	0.0%	0.0%
3:00 - 4:00 AM	0.2%	0.2%	0.2%	0.5%	0.4%	0.6%	0.3%	0.0%	0.6%
4:00 - 5:00 AM	0.6%	0.3%	0.8%	0.5%	0.6%	0.4%	0.0%	0.0%	0.0%
5:00 - 6:00 AM	1.2%	0.5%	2.0%	1.0%	0.8%	1.2%	1.8%	1.8%	1.8%
6:00 - 7:00 AM	3.7%	1.6%	5.8%	1.0%	0.4%	1.5%	1.5%	1.8%	1.2%
7:00 - 8:00 AM	6.5%	3.1%	10.0%	2.0%	0.8%	3.3%	1.8%	0.6%	3.0%
8:00 - 9:00 AM	6.2%	3.8%	8.5%	3.8%	2.5%	5.2%	4.7%	0.6%	9.0%
9:00 - 10:00 AM	4.6%	3.3%	5.8%	5.5%	5.0%	6.0%	4.7%	3.5%	6.0%
10:00 - 11:00 AM	4.9%	4.2%	5.6%	8.2%	6.2%	10.2%	11.5%	8.8%	14.4%
11:00 - 12:00 PM	5.3%	5.4%	5.1%	7.2%	8.7%	5.8%	7.7%	8.2%	7.2%
12:00 - 1:00 PM	5.7%	5.7%	5.7%	7.7%	7.3%	8.1%	9.2%	10.5%	7.8%
1:00 - 2:00 PM	6.1%	6.1%	6.0%	8.1%	7.1%	9.0%	9.8%	10.5%	9.0%
2:00 - 3:00 PM	6.6%	7.1%	6.1%	8.0%	8.7%	7.3%	5.9%	5.8%	6.0%
3:00 - 4:00 PM	7.5%	8.7%	6.2%	9.2%	9.8%	8.7%	4.4%	5.8%	3.0%
4:00 - 5:00 PM	8.9%	10.5%	7.4%	6.2%	6.9%	5.4%	8.3%	8.2%	8.4%
5:00 - 6:00 PM	8.7%	10.0%	7.3%	8.4%	9.6%	7.1%	9.8%	11.1%	8.4%
6:00 - 7:00 PM	7.2%	8.5%	5.9%	6.0%	7.3%	4.6%	6.2%	5.8%	6.6%
7:00 - 8:00 PM	5.1%	6.1%	4.2%	5.1%	4.8%	5.4%	5.3%	7.0%	3.6%
8:00 - 9:00 PM	4.6%	6.1%	3.1%	4.8%	6.0%	3.7%	4.1%	5.8%	2.4%
9:00 - 10:00 PM	3.3%	4.4%	2.3%	2.4%	2.7%	2.1%	0.3%	0.6%	0.0%
10:00 - 11:00 PM	1.6%	2.1%	1.0%	1.7%	1.5%	1.9%	1.5%	1.8%	1.2%
11:00 - 12:00 AM	1.0%	1.3%	0.6%	1.4%	1.5%	1.3%	0.0%	0.0%	0.0%



SR 17 & Lake Trask Road SWA
Project № 5611.2

Crash Diagram

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City: Town of Dundee
County: 16 – Polk
District: One

Engineer: SS
Date: February 19, 2025

Major Street: SR 17 — Lanes: 1 — Major Approach Speed: 55
Minor Street: Lake Trask Rd — Lanes: 1 — Minor Approach Speed: 30

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY ☑ 70% ☐ 100%

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

*Warrant 1 is satisfied if Condition A **or** Condition B is "100%" satisfied for eight hours.* ☐ Yes ☑ No

*Warrant 1 is also satisfied if both Condition A **and** Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems).* ☐ Yes ☑ No

*Warrant 1 is satisfied if Condition A **or** Condition B is "70%" satisfied for eight hours.* ☑ Yes ☐ No

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

Applicable: ☑ Yes ☐ No
100% Satisfied: ☐ Yes ☑ No
80% Satisfied: ☐ Yes ☑ No
70% Satisfied: ☐ Yes ☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	Minor	100%[a]	80%[b]	70%[c]	100%[a]	80%[b]	70%[c]
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

[a] Basic Minimum hourly volume
[b] Used for combination of Conditions A and B after adequate trial of other remedial measures
[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours							
	7-8 A.M.	8-9 A.M.	12-1 P.M.	1-2 P.M.	2-3 P.M.	3-4 P.M.	4-5 P.M.	5-6 P.M.
Major	681	635	594	581	769	880	963	966
Minor	178	124	73	83	92	117	126	93

2028 Volumes

Valencia Ridge

State of Florida Department of Transportation

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

TRAFFIC SIGNAL WARRANT SUMMARY

City: Town of Dundee
County: 16 – Polk
District: One

Engineer: SS
Date: February 19, 2025

Major Street: SR 17 — Lanes: 1 — Major Approach Speed: 55
Minor Street: Lake Trask Rd — Lanes: 1 — Minor Approach Speed: 30

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY ☑ 70% ☐ 100%

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

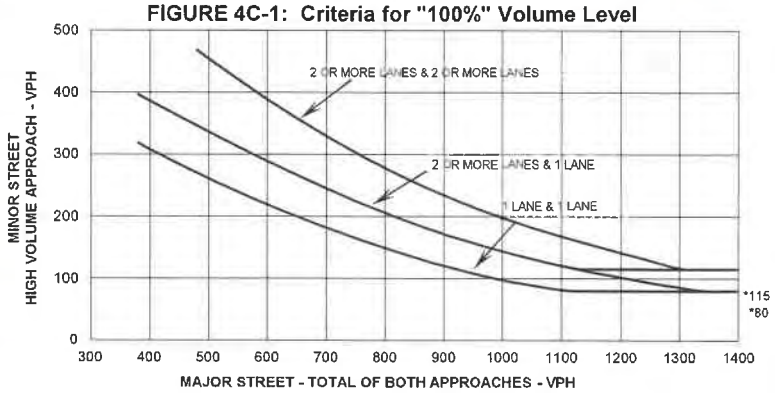
Applicable: ☑ Yes ☐ No
Satisfied: ☑ Yes ☐ No

Plot four volume combinations on the applicable figure below.

100% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street

FIGURE 4C-1: Criteria for "100%" Volume Level



** Note: 115 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 80 mph applies as the lower threshold volume threshold for a minor street approach with one lane.*

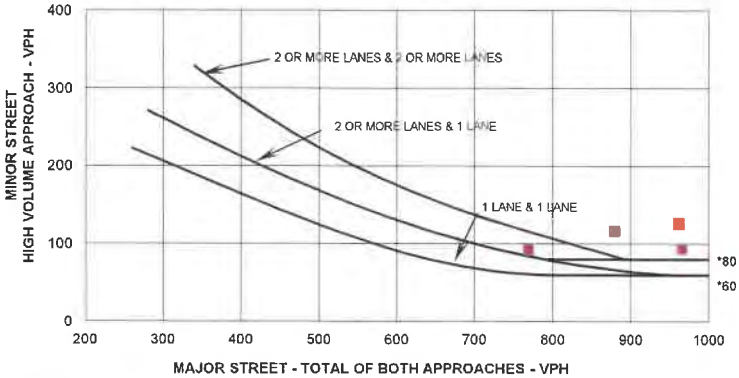
70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
2-3 P.M.	769	92
3-4 P.M.	880	117
4-5 P.M.	963	126
5-6 P.M.	966	93

2028 Volumes
Valencia Ridge

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr. (40 mph) on Major Street)



** Note: 80 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 60 ph. applies as the lower threshold volume threshold for a minor street approach with one lane.*

SIGNAL WARRANT ANALYSIS

SR 17 & WELSH ROAD
POLK COUNTY, FLORIDA
Section 16090000/MP 26.815

Prepared for:

Cornerstone Land Company
1901 Ulmerton Road, Suite 475
Clearwater, Florida 33762

Prepared by:

Traffic Planning and Design, Inc.
535 Versailles Drive
Maitland, Florida 32751
407-628-9955

February 2025
Revised
April 2025
May 2025

TPD No. 5611.2

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INTRODUCTION

This Signal Warrant Analysis was conducted in order to determine the need of and justification for the installation of a traffic signal at the intersection of SR 17 (Scenic Highway) and Welsh Road in Dundee, Polk County. It is proposed that Valencia Ridge, a 576 unit single family development be developed on a site east of SR 17 and south of Lake Mabel Loop Road. Access to the development is proposed via a full access driveway at the intersection of SR 17 and Welsh Road, as well as a full access driveway on Lake Mabel Loop Road. **Figure 1** depicts the study intersection, the Valencia Ridge site location, and the area roadways. The analysis was performed in order to determine if a signal would become warranted due to the construction of the Valencia Ridge development, anticipated to be completed by the end of 2028.

EXISTING TRAFFIC CONDITIONS

SR 17 is a two-lane undivided urban collector roadway with a posted speed limit of 55 mph adjacent to the study intersection. Based on counts made in 2025 in conjunction with this analysis, it carries a daily traffic volume of approximately 8,700 vehicles per day. Welsh Road is a local unpaved road, east and west of SR 17.

Intersection Configuration

The existing and proposed intersection geometry at the intersection of SR 17 and Welsh Road is illustrated in **Figure 2.** In the existing condition, all intersection legs have single leg approaches. In the proposed condition, Welsh Road will be paved as two lanes with separate right and left turn lanes on approach to SR 17. The SR 17 approaches will be widened to provide separate turn lanes.

Hourly Traffic Counts

24-hour approach volumes were collected on the northbound and southbound approaches of SR 17 for use in the analysis. These counts were made on February 12th, 2025, when the FDOT Seasonal Factor for Polk County was 0.94. Therefore, the counts were not adjusted.

In order to determine the background growth of the existing traffic to the buildout year of 2028, the 2% annual growth rate obtained from the Polk TPO was used to grow the counts. The background volumes thus developed at each approach, summarized by the hour, are shown in **Table 1**. These background approach volumes were subsequently combined with the project trips for use in the analysis. The 24-hour approach counts and FDOT Seasonal Factor Report are included in **Appendix A.**

Table 1
2028 Hourly Background Traffic Volumes

Hour	SR 17		
	NB	SB	Total Both Approaches
12-1 A.M.	18	16	34
1-2 A.M.	7	12	19
2-3 A.M.	16	22	38
3-4 A.M.	22	27	49
4-5 A.M.	60	56	116
5-6 A.M.	130	140	270
6-7 A.M.	215	214	429
7-8 A.M.	338	367	705
8-9 A.M.	252	300	552
9-10 A.M.	220	259	479
10-11 A.M.	214	259	473
11-12 P.M.	209	279	488
12-1 P.M.	245	265	510
1-2 P.M.	239	251	490
2-3 P.M.	317	342	659
3-4 P.M.	377	377	754
4-5 P.M.	377	401	778
5-6 P.M.	377	393	770
6-7 P.M.	281	282	563
7-8 P.M.	180	169	349
8-9 P.M.	129	142	271
9-10 P.M.	87	89	176
10-11 P.M.	86	61	147
11-12 P.M.	40	41	81
Total:	**4,436**	**4,764**	**9,200**



SR 17 & Welsh Road SWA
Project № 5611.2
Figure 3

Trip Distribution

Table 3
Hourly Variation of Project Trips

Hour	Project Trips - Entering				Project Trips - Exiting			
	Entering %	NBR (37%)	SBL (25%)	Total	Exiting %	WBL (37%)	WBR (25%)	Total
12-1 A.M.	0.5%	5	3	8	0.2%	1	1	2
1-2 A.M.	0.2%	2	1	3	0.1%	1	1	2
2-3 A.M.	0.3%	2	2	4	0.1%	1	0	1
3-4 A.M.	0.2%	2	1	3	0.2%	2	1	3
4-5 A.M.	0.3%	3	2	5	0.8%	7	5	12
5-6 A.M.	0.5%	4	3	7	2.0%	19	13	32
6-7 A.M.	1.6%	15	10	25	5.8%	55	37	92
7-8 A.M.	3.1%	29	19	48	10.0%	94	63	157
8-9 A.M.	3.8%	35	24	59	8.5%	80	54	134
9-10 A.M.	3.3%	31	21	52	5.8%	54	36	90
10-11 A.M.	4.2%	39	27	66	5.6%	52	35	87
11-12 P.M.	5.4%	51	34	85	5.1%	48	32	80
12-1 P.M.	5.7%	54	36	90	5.7%	53	36	89
1-2 P.M.	6.1%	57	39	96	6.0%	56	38	94
2-3 P.M.	7.1%	66	45	111	6.1%	57	39	96
3-4 P.M.	8.7%	81	55	136	6.2%	58	39	97
4-5 P.M.	10.5%	98	66	164	7.4%	69	47	116
5-6 P.M.	10.0%	94	63	157	7.3%	68	46	114
6-7 P.M.	8.5%	80	54	134	5.9%	55	37	92
7-8 P.M.	6.1%	57	38	95	4.2%	40	27	67
8-9 P.M.	6.1%	57	39	96	3.1%	29	19	48
9-10 P.M.	4.4%	41	28	69	2.3%	21	15	36
10-11 P.M.	2.1%	20	13	33	1.0%	9	6	15
11-12 P.M.	1.3%	12	8	20	0.6%	6	4	10
Total:	**100.00%**	**935**	**631**	**1,566**	**100.00%**	**935**	**631**	**1,566**

SIGNAL WARRANT ANALYSIS

This signal warrant analysis was conducted in accordance with the procedures of the ***Manual on Uniform Control Devices*** (MUTCD) for streets and highways. According to the MUTCD, traffic signals should not be considered for installation unless one or more of the nine warrants specified therein are met and an engineering study justifies the need.

Applicable Warrants

The warrants applicable to this analysis are Warrant 1 – Eight Hour Vehicular Volume (Conditions A and B) and Warrant 2 – Four Hour Volume.

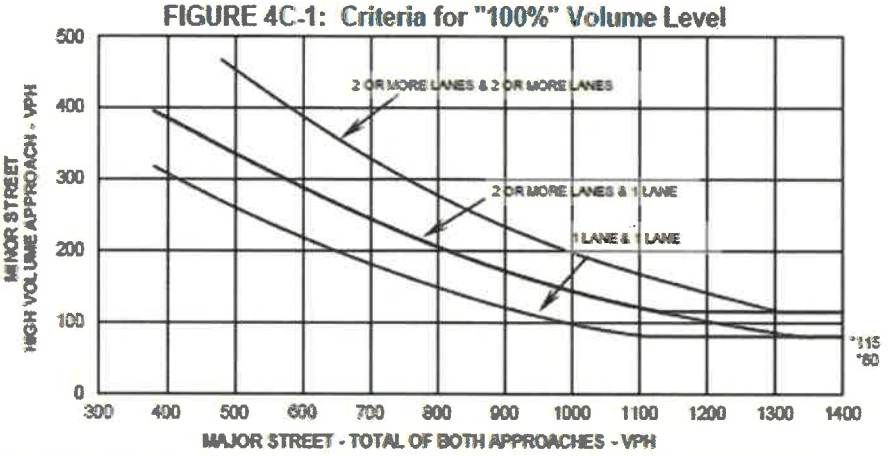
For Warrant 1, the Minimum Vehicular Volume (Condition A) is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal. The Interruption of Continuous Traffic (Condition B) is intended for application at locations where Condition A is not satisfied and where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delays or conflict in entering/crossing the major street. The MUTCD specifies that the minimum volume warrants are satisfied when for each of any eight hours of an average day the volumes are greater than the threshold values given in **Table 5.** Since the posted speed limit on SR 17 is greater than 40 mph, the 70% threshold values given in the table will be used in the analysis.

For Warrant 2, the Four-Hour Vehicular volume signal warrant, conditions are intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic control signal. This warrant is satisfied when for each of any four hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher volume minor street approach (one direction only) all fall above the applicable curve in **Figure 4** of the MUTCD for the existing combination of lanes.

The six warrants determined not to be applicable for the intersection under study are:

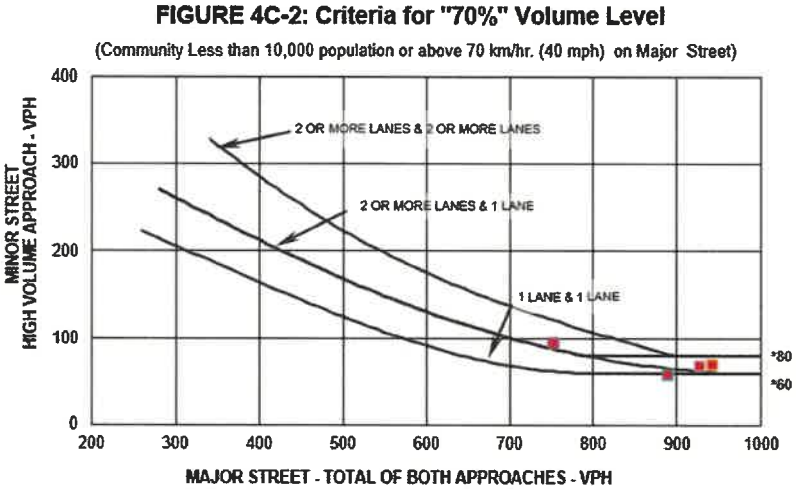
Warrant 3	-	Peak Hour (not applicable)
4	-	Pedestrian Volume (no pedestrian traffic)
5	-	School Crossing (there is no school crossing)
6	-	Coordinated Signal System (not an objective)
7	-	Crash Experience (only 1 crash in the last 5 years) (Not satisfied/Crash Diagram not included)
8	-	Roadway Network (not applicable)
9	-	Intersection Near a Grade Crossing (no grade crossing)

Figure 4
Four-Hour Vehicular Volume Warrant Chart



* Note: 115 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 80 mph applies as the lower threshold volume threshold for a minor street approach with one lane.

Figure 4
Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)



* Note: 80 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 60 ph. applies as the lower threshold volume threshold for a minor street approach with one lane.

Table 6
Signal Warrant Analysis

Hour	Approach Volumes		Warrants		
	SR 17 (Total Both Approaches)	Welsh Road - WBL Only	1A	1B	2
12-1 A.M.	42	1			
1-2 A.M.	22	1			
2-3 A.M.	42	1			
3-4 A.M.	52	2			
4-5 A.M.	121	7			
5-6 A.M.	277	19			
6-7 A.M.	454	55			
7-8 A.M.	753	94		X	X
8-9 A.M.	611	80		X	
9-10 A.M.	531	54		X	
10-11 A.M.	539	52			
11-12 P.M.	573	48			
12-1 P.M.	600	53		X	
1-2 P.M.	586	56		X	
2-3 P.M.	770	57		X	
3-4 P.M.	890	58		X	
4-5 P.M.	942	69		X	X
5-6 P.M.	927	68		X	X
6-7 P.M.	697	55		X	
7-8 P.M.	444	40			
8-9 P.M.	367	29			
9-10 P.M.	245	21			
10-11 P.M.	180	9			
11-12 P.M.	101	6			
		Hours Required:	**8**	**8**	**4**
		Hours Satisfied:	**0**	**10**	**3**

APPENDICES

Prepared by National Data & Surveying Services

VOLUME

N Scenic Hwy/SR 17 N/O Welsh Rd

Day: Wednesday
Date: 2/12/2025

City: Dundee
Project #: FL25_130062_001

DAILY TOTALS	NB	SB	EB	WB	Total
	4,188	4,494	0	0	8,682

15-Minutes Interval

TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00	5	4			9	12:00	54	49			103
0:15	4	0			4	12:15	60	73			133
0:30	2	7			9	12:30	61	55			116
0:45	6	4			10	12:45	56	73			129
1:00	1	1			2	13:00	64	42			106
1:15	4	4			8	13:15	52	68			120
1:30	1	3			4	13:30	47	52			99
1:45	1	3			4	13:45	62	75			137
2:00	4	5			9	14:00	55	72			127
2:15	2	3			5	14:15	77	76			153
2:30	4	7			11	14:30	73	87			160
2:45	5	6			11	14:45	94	88			182
3:00	3	6			9	15:00	74	72			146
3:15	5	7			12	15:15	78	93			171
3:30	7	6			13	15:30	103	87			190
3:45	6	6			12	15:45	101	104			205
4:00	4	8			12	16:00	88	98			186
4:15	15	10			25	16:15	78	91			169
4:30	15	12			27	16:30	105	111			216
4:45	23	23			46	16:45	85	78			163
5:00	16	21			37	17:00	82	100			182
5:15	21	30			51	17:15	105	80			185
5:30	44	38			82	17:30	90	115			205
5:45	42	43			85	17:45	79	76			155
6:00	29	30			59	18:00	76	89			165
6:15	52	43			95	18:15	60	70			130
6:30	61	58			119	18:30	59	55			114
6:45	61	71			132	18:45	70	52			122
7:00	56	87			143	19:00	42	34			76
7:15	88	89			177	19:15	45	42			87
7:30	90	91			181	19:30	43	39			82
7:45	85	79			164	19:45	40	44			84
8:00	57	88			145	20:00	37	41			78
8:15	61	63			124	20:15	32	36			68
8:30	64	69			133	20:30	20	28			48
8:45	56	63			119	20:45	33	29			62
9:00	61	70			131	21:00	23	21			44
9:15	42	62			104	21:15	26	30			56
9:30	49	53			102	21:30	17	22			39
9:45	56	59			115	21:45	16	11			27
10:00	57	61			118	22:00	25	13			38
10:15	58	64			122	22:15	17	14			31
10:30	48	57			105	22:30	20	13			33
10:45	39	62			101	22:45	19	18			37
11:00	48	66			114	23:00	16	15			31
11:15	44	58			102	23:15	8	10			18
11:30	52	75			127	23:30	6	9			15
11:45	53	64			117	23:45	8	5			13
TOTALS	1607	1839	0	0	3446	TOTALS	2581	2655	0	0	5236
SPLIT %	47%	53%	0%	0%	40%	SPLIT %	49%	51%	0%	0%	60%

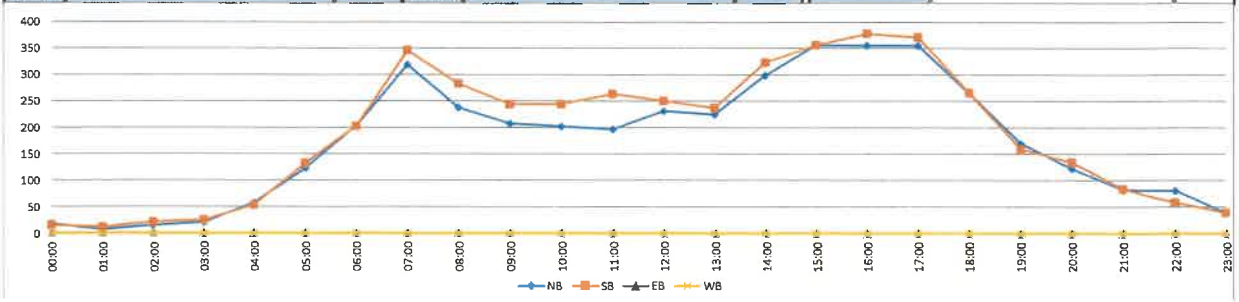
DAILY TOTALS

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00	17	15			32
01:00	02:00	7	11			18
02:00	03:00	15	21			36
03:00	04:00	21	25			46
04:00	05:00	57	53			110
05:00	06:00	123	132			255
06:00	07:00	203	202			405
07:00	08:00	319	346			665
08:00	09:00	238	283			521
09:00	10:00	208	244			452
10:00	11:00	202	244			446
11:00	12:00	197	263			460
12:00	13:00	231	250			481
13:00	14:00	225	237			462
14:00	15:00	299	323			622
15:00	16:00	356	356			712
16:00	17:00	356	378			734
17:00	18:00	356	371			727
18:00	19:00	265	266			531
19:00	20:00	170	159			329
20:00	21:00	122	134			256
21:00	22:00	82	84			166
22:00	23:00	81	58			139
23:00	00:00	38	39			77

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume	1607	1839			3446
Peak Hour	7:15	7:15			7:15
Peak Volume	320	347			667
Peak Hour Factor	0.889	0.953			0.921
Peak Period	12:00	to	00:00		
Volume	2581	2655			5236
Peak Hour	16:30	15:45			15:45
Peak Volume	377	404			776
Peak Hour Factor	0.898	0.910			0.898
Peak Period	07:00	to	09:00		
Volume	557	629			1186
Peak Hour	7:15	7:15			7:15
Peak Volume	320	347			667
Peak Hour Factor	0.889	0.953			0.921
Peak Period	16:00	to	18:00		
Volume	712	749			1461
Peak Hour	16:30	16:15			16:30
Peak Volume	377	380			746
Peak Hour Factor	0.898	0.856			0.863



APPENDIX B

ITE Trip Generation Data, ITE Hourly Variation Rates

Hourly Distribution of Entering and Exiting Vehicle Trips by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

Land Use Code	210			210			210		
Land Use	Single-Family Detached Housing			Single-Family Detached Housing			Single-Family Detached Housing		
Setting	General Urban/Suburban			General Urban/Suburban			General Urban/Suburban		
Time Period	Weekday			Saturday			Sunday		
# Data Sites	7			3			2		
	% of 24-Hour Vehicle Trips			% of 24-Hour Vehicle Trips			% of 24-Hour Vehicle Trips		
Time	Total	Entering	Exiting	Total	Entering	Exiting	Total	Entering	Exiting
12:00 - 1:00 AM	0.3%	0.5%	0.2%	0.8%	0.6%	1.0%	0.6%	0.6%	0.6%
1:00 - 2:00 AM	0.2%	0.2%	0.1%	0.4%	0.6%	0.2%	0.6%	1.2%	0.0%
2:00 - 3:00 AM	0.2%	0.3%	0.1%	0.3%	0.4%	0.2%	0.0%	0.0%	0.0%
3:00 - 4:00 AM	0.2%	0.2%	0.2%	0.5%	0.4%	0.6%	0.3%	0.0%	0.6%
4:00 - 5:00 AM	0.6%	0.3%	0.8%	0.5%	0.6%	0.4%	0.0%	0.0%	0.0%
5:00 - 6:00 AM	1.2%	0.5%	2.0%	1.0%	0.8%	1.2%	1.8%	1.8%	1.8%
6:00 - 7:00 AM	3.7%	1.6%	5.8%	1.0%	0.4%	1.5%	1.5%	1.8%	1.2%
7:00 - 8:00 AM	6.5%	3.1%	10.0%	2.0%	0.8%	3.3%	1.8%	0.6%	3.0%
8:00 - 9:00 AM	6.2%	3.8%	8.5%	3.8%	2.5%	5.2%	4.7%	0.6%	9.0%
9:00 - 10:00 AM	4.6%	3.3%	5.8%	5.5%	5.0%	6.0%	4.7%	3.5%	6.0%
10:00 - 11:00 AM	4.9%	4.2%	5.6%	8.2%	6.2%	10.2%	11.5%	8.8%	14.4%
11:00 - 12:00 PM	5.3%	5.4%	5.1%	7.2%	8.7%	5.8%	7.7%	8.2%	7.2%
12:00 - 1:00 PM	5.7%	5.7%	5.7%	7.7%	7.3%	8.1%	9.2%	10.5%	7.8%
1:00 - 2:00 PM	6.1%	6.1%	6.0%	8.1%	7.1%	9.0%	9.8%	10.5%	9.0%
2:00 - 3:00 PM	6.6%	7.1%	6.1%	8.0%	8.7%	7.3%	5.9%	5.8%	6.0%
3:00 - 4:00 PM	7.5%	8.7%	6.2%	9.2%	9.8%	8.7%	4.4%	5.8%	3.0%
4:00 - 5:00 PM	8.9%	10.5%	7.4%	6.2%	6.9%	5.4%	8.3%	8.2%	8.4%
5:00 - 6:00 PM	8.7%	10.0%	7.3%	8.4%	9.6%	7.1%	9.8%	11.1%	8.4%
6:00 - 7:00 PM	7.2%	8.5%	5.9%	6.0%	7.3%	4.6%	6.2%	5.8%	6.6%
7:00 - 8:00 PM	5.1%	6.1%	4.2%	5.1%	4.8%	5.4%	5.3%	7.0%	3.6%
8:00 - 9:00 PM	4.6%	6.1%	3.1%	4.8%	6.0%	3.7%	4.1%	5.8%	2.4%
9:00 - 10:00 PM	3.3%	4.4%	2.3%	2.4%	2.7%	2.1%	0.3%	0.6%	0.0%
10:00 - 11:00 PM	1.6%	2.1%	1.0%	1.7%	1.5%	1.9%	1.5%	1.8%	1.2%
11:00 - 12:00 AM	1.0%	1.3%	0.6%	1.4%	1.5%	1.3%	0.0%	0.0%	0.0%

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	Town of Dundee	Engineer:	SS
County:	16 – Polk	Date:	May 19, 2025
District:	One		

Major Street:	SR 17	Lanes:	1	Major Approach Speed:	55
Minor Street:	Welsh Road	Lanes:	1	Minor Approach Speed:	25

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY ☑ 70% ☐ 100%

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

*Warrant 1 is satisfied if Condition A **or** Condition B is "100%" satisfied for eight hours.* ☐ Yes ☑ No

*Warrant 1 is also satisfied if both Condition A **and** Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems).* ☐ Yes ☑ No

*Warrant 1 is satisfied if Condition A **or** Condition B is "70%" satisfied for eight hours.* ☑ Yes ☐ No

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

Applicable:	☑ Yes	☐ No
100% Satisfied:	☐ Yes	☑ No
80% Satisfied:	☐ Yes	☑ No
70% Satisfied:	☐ Yes	☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	Minor	100%[a]	80%[b]	70%[c]	100%[a]	80%[b]	70%[c]
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

[a] Basic Minimum hourly volume
[b] Used for combination of Conditions A and B after adequate trial of other remedial measures
[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours							
	7-8 A.M.	8-9 A.M.	9-10 A.M.	12-1 P.M.	1-2 P.M.	2-3 P.M.	3-4 P.M.	4-5 P.M.
Major	753	611	531	600	586	770	890	942
Minor	94	80	54	53	56	57	58	69

Existing Volumes

Valencia Ridge

State of Florida Department of Transportation

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

TRAFFIC SIGNAL WARRANT SUMMARY

City: Town of Dundee
County: 16 – Polk
District: One

Engineer: SS
Date: May 19, 2025

Major Street: SR 17 Lanes: 1 Major Approach Speed: 55
Minor Street: Welsh Road Lanes: 1 Minor Approach Speed: 25

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY ☑ 70% ☐ 100%

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

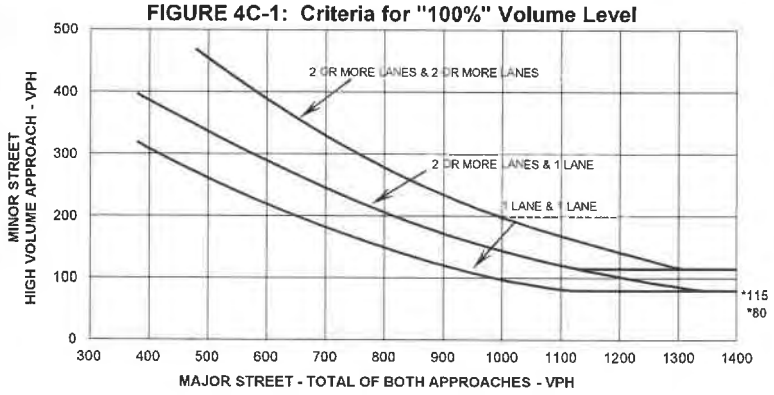
Applicable: ☑ Yes ☐ No
Satisfied: ☐ Yes ☑ No

Plot four volume combinations on the applicable figure below.

100% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street

FIGURE 4C-1: Criteria for "100%" Volume Level



** Note: 115 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 80 mph applies as the lower threshold volume threshold for a minor street approach with one lane.*

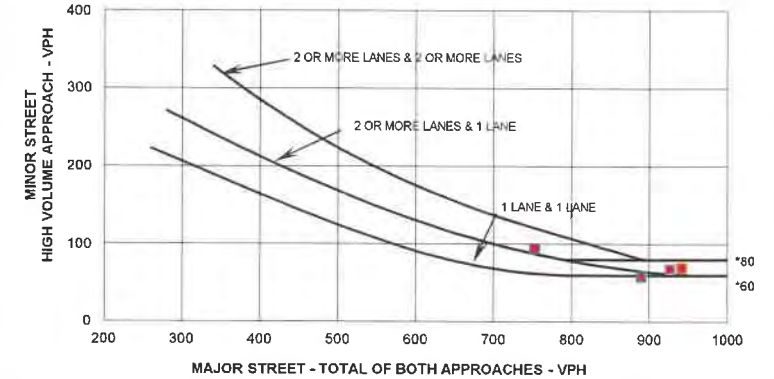
70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
7-8 A.M.	753	94
3-4 P.M.	890	58
4-5 P.M.	942	69
5-6 P.M.	927	68

Valencia Ridge

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr. (40 mph) on Major Street)



** Note: 80 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 60 ph. applies as the lower threshold volume threshold for a minor street approach with one lane.*

SIGNAL WARRANT ANALYSIS

SR 17 & WAVERLY ROAD
POLK COUNTY, FLORIDA

Prepared for:

Cornerstone Land Company
1901 Ulmerton Road, Suite 475
Clearwater, Florida 33762

Prepared by:

Traffic Planning and Design, Inc.
535 Versailles Drive
Maitland, Florida 32751
407-628-9955

May 2025

TPD No. 5611.2

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INTRODUCTION

This Signal Warrant Analysis was conducted in order to determine the need of and justification for the installation of a traffic signal at the intersection of SR 17 (Scenic Highway) and Waverly Road in Dundee, Polk County. It is proposed that Valencia Ridge, a 576-unit single family development be developed on a site east of SR 17 approximately 2.0 miles north of Waverly Road. **Figure 1** depicts the study intersection, the Valencia Ridge site location, and the area roadways. The analysis was performed in order to determine if a signal would become warranted due to the construction of the Valencia Ridge development, anticipated to be completed by the end of 2028.

EXISTING TRAFFIC CONDITIONS

SR 17 is a two-lane undivided urban collector roadway with a posted speed limit of 55 mph adjacent to the study intersection. Based on counts made in 2025, it carries a daily traffic volume of approximately 8,700 vehicles per day. Waverly Road is a two-lane urban collector, with a posted speed limit of 45 mph and a daily traffic volume of approximately 6,400 vehicles per day.

Intersection Configuration

The existing geometry at the intersection of SR 17 and Waverly Road is illustrated in **Figure 2.** As can be seen, SR 17 has one through lane in each direction, as well as an auxiliary northbound left turn lane. Waverly Road intersects with SR 17 perpendicularly from the west to form a 'T' intersection and has separate right and left turn lanes.

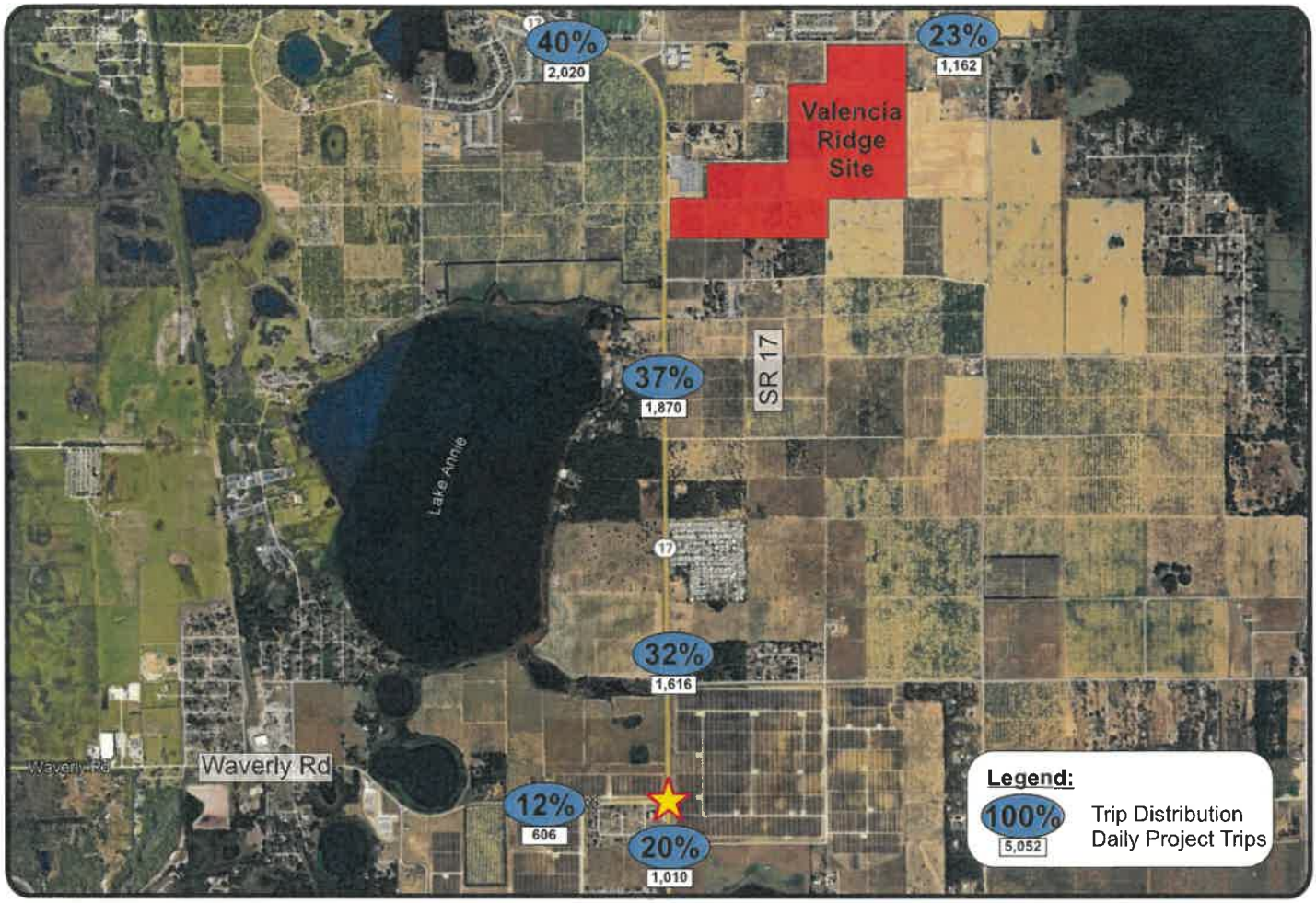
Hourly Traffic Counts

Hourly turning movement counts were collected at the study intersection for the hours of 6:00 A.M. to 9:00 P.M. for use in the analysis. These counts were made on May 13th, 2025, when the FDOT Seasonal Factor for Polk County was 1.00. Therefore, the counts were not adjusted.

In order to determine the background growth of the existing traffic to the buildout year of 2028, the 2% annual growth rate obtained from the Polk TPO was used to grow the counts. The background volumes thus developed at each approach, summarized by the hour, are shown in **Table 1**. These background approach volumes were subsequently combined with the project trips for use in the analysis. The turning movement counts and FDOT Seasonal Factor Report are included in **Appendix A.**

Table 1
2028 Hourly Background Traffic Volumes (6:00 AM – 9:00 PM)

Hour	SR 17				Waverly Road	
	NBL	NBT	SBR	SBT	EBL	EBR
6-7 A.M.	37	210	56	234	17	21
7-8 A.M.	66	269	77	375	32	45
8-9 A.M.	50	264	76	320	43	27
9-10 A.M.	48	187	66	235	37	36
10-11 A.M.	45	213	53	243	58	33
11-12 P.M.	50	217	73	255	60	49
12-1 P.M.	50	207	54	222	82	53
1-2 P.M.	42	222	74	277	68	51
2-3 P.M.	45	339	54	316	75	67
3-4 P.M.	41	341	92	326	96	59
4-5 P.M.	53	351	70	377	110	65
5-6 P.M.	68	389	77	375	90	92
6-7 P.M.	39	301	69	266	109	46
7-8 P.M.	31	214	41	191	69	43
8-9 P.M.	13	191	34	136	67	48



SR 17 & Waverly Road SWA
Project № 5611.2
Figure 3

Trip Distribution

Table 3
Hourly Variation of Project Trips

Hour	Entering Project Trips				Exiting Project Trips			
	Entering %	NBT (20%)	EBL (12%)	Total	Exiting %	SBT (20%)	SBR (12%)	Total
12-1 A.M.	0.5%	2	1	3	0.2%	1	0	1
1-2 A.M.	0.2%	1	1	2	0.1%	1	0	1
2-3 A.M.	0.3%	1	1	2	0.1%	0	0	0
3-4 A.M.	0.2%	1	1	2	0.2%	1	1	2
4-5 A.M.	0.3%	2	1	3	0.8%	4	2	6
5-6 A.M.	0.5%	2	1	3	2.0%	10	6	16
6-7 A.M.	1.6%	8	5	13	5.8%	30	18	48
7-8 A.M.	3.1%	15	9	24	10.0%	50	30	80
8-9 A.M.	3.8%	19	11	30	8.5%	43	26	69
9-10 A.M.	3.3%	17	10	27	5.8%	29	17	46
10-11 A.M.	4.2%	21	13	34	5.6%	28	17	45
11-12 P.M.	5.4%	27	16	43	5.1%	26	15	41
12-1 P.M.	5.7%	29	17	46	5.7%	29	17	46
1-2 P.M.	6.1%	31	19	50	6.0%	30	18	48
2-3 P.M.	7.1%	36	22	58	6.1%	31	19	50
3-4 P.M.	8.7%	44	26	70	6.2%	32	19	51
4-5 P.M.	10.5%	53	32	85	7.4%	37	22	59
5-6 P.M.	10.0%	51	30	81	7.3%	37	22	59
6-7 P.M.	8.5%	43	26	69	5.9%	30	18	48
7-8 P.M.	6.1%	31	18	49	4.2%	21	13	34
8-9 P.M.	6.1%	31	19	50	3.1%	16	9	25
9-10 P.M.	4.4%	22	13	35	2.3%	12	7	19
10-11 P.M.	2.1%	11	6	17	1.0%	5	3	8
11-12 P.M.	1.3%	6	4	10	0.6%	3	2	5
Total:	**100.0%**	**504**	**302**	**806**	**100.0%**	**506**	**301**	**807**

SIGNAL WARRANT ANALYSIS

This signal warrant analysis was conducted in accordance with the procedures of the ***Manual on Uniform Control Devices*** (MUTCD) for Streets and Highways. According to the MUTCD, traffic signals should not be considered for installation unless one or more of the nine warrants specified therein are met and an engineering study justifies the need.

Applicable Warrants

The warrants applicable to this analysis are Warrant 1 – Eight Hour Vehicular Volume (Conditions A and B) and Warrant 2 – Four Hour Volume.

For Warrant 1, the Minimum Vehicular Volume (Condition A) is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal. The Interruption of Continuous Traffic (Condition B) is intended for application at locations where Condition A is not satisfied and where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delays or conflict in entering/crossing the major street. The MUTCD specifies that the minimum volume warrants are satisfied when for each of any eight hours of an average day the volumes are greater than the threshold values given in **Table 5.** Since the posted speed limit on SR 17 is greater than 40 mph, the 70% threshold values given in the table will be used in the analysis.

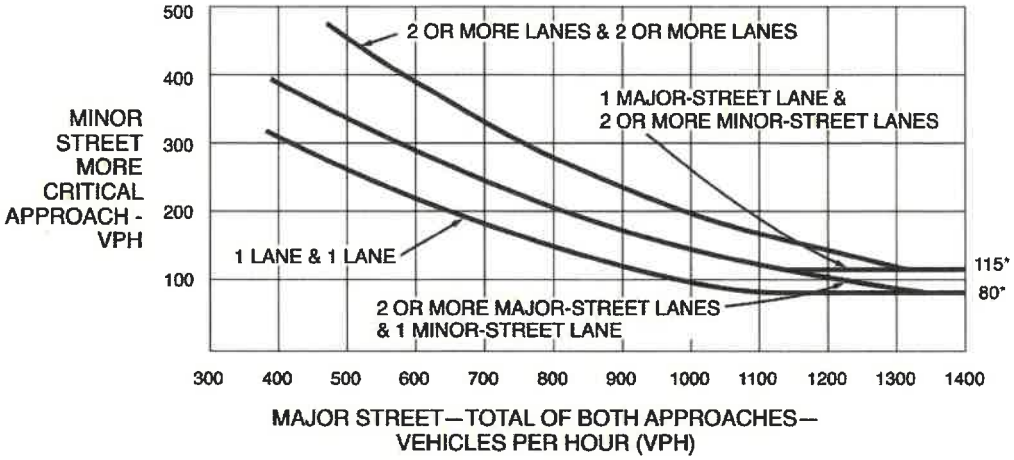
For Warrant 2, the Four-Hour Vehicular volume signal warrant, conditions are intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic control signal. This warrant is satisfied when for each of any four hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher volume minor street approach (one direction only) all fall above the applicable curve in **Figure 4** of the MUTCD for the existing combination of lanes.

The six warrants determined not to be applicable for the intersection under study are:

Warrant 3	-	Peak Hour (not applicable)
4	-	Pedestrian Volume (no pedestrian traffic)
5	-	School Crossing (there is no school crossing)
6	-	Coordinated Signal System (not an objective)
7	-	Crash Experience (see Appendix C, Crash Diagram)
8	-	Roadway Network (not applicable)
9	-	Intersection Near a Grade Crossing (no grade crossing)

Figure 4
Four-Hour Vehicular Volume Warrant Chart

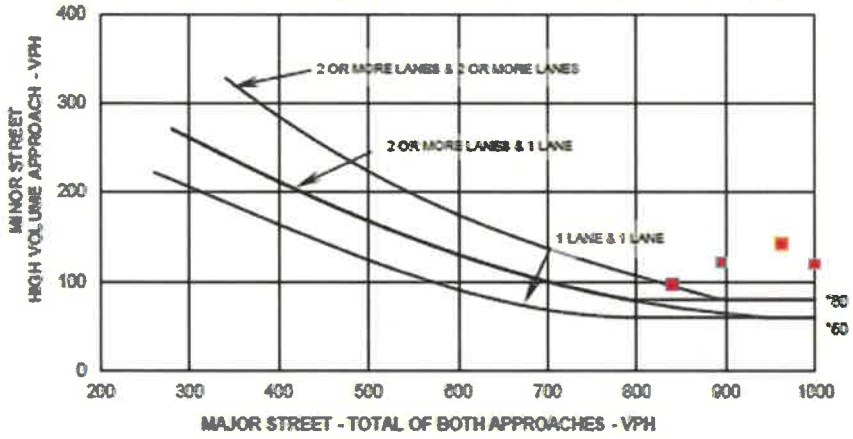
Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume



*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr. (40 mph) on Major Street)



** Note: 80 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 60 ph. applies as the lower threshold volume threshold for a minor street approach with one lane.*

Table 6
Signal Warrant Analysis

Hour	Approach Volumes		Warrants		
	Major Street (Total Both Approaches)	Minor Street	1A	1B	2
6-7 A.M.	593	22			
7-8 A.M.	882	41			
8-9 A.M.	798	54		X	
9-10 A.M.	599	47			
10-11 A.M.	620	71		X	
11-12 P.M.	663	76		X	X
12-1 P.M.	608	99		X	X
1-2 P.M.	694	87		X	X
2-3 P.M.	840	97		X	X
3-4 P.M.	895	122	X	X	X
4-5 P.M.	963	142	X	X	X
5-6 P.M.	1,019	120	X	X	X
6-7 P.M.	766	135	X	X	X
7-8 P.M.	542	87		X	
8-9 P.M.	430	86			
		Hours Required:	**8**	**8**	**4**
		Hours Satisfied:	**4**	**11**	**8**

APPENDICES

National Data & Surveying Services

Intersection Turning Movement Count

Location: SR 17/N Scenic Hwy & Waverly Rd
City: Dundee
Control: 1-Way Stop(EB)

Project ID: 25-130164-001
Date: 5/13/2025

Data - Total

NS/EW Streets:	SR 17/N Scenic Hwy				SR 17/N Scenic Hwy				Waverly Rd				Waverly Rd				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
6:00 AM	6	32	0	0	0	40	11	0	2	0	2	0	0	0	0	0	93
6:15 AM	13	51	0	0	0	41	12	0	4	0	6	0	0	0	0	0	127
6:30 AM	6	58	0	0	0	61	12	0	1	0	8	0	0	0	0	0	146
6:45 AM	10	57	0	0	0	79	18	0	9	0	4	0	0	0	0	0	177
7:00 AM	14	49	0	0	0	76	11	0	4	0	10	0	0	0	0	0	164
7:15 AM	19	62	0	0	0	96	16	0	8	0	8	0	0	0	0	0	209
7:30 AM	11	79	0	0	0	90	25	0	7	0	9	0	0	0	0	0	221
7:45 AM	18	64	0	0	0	92	21	0	11	0	15	0	0	0	0	0	221
8:00 AM	6	54	0	0	0	86	16	0	13	0	8	0	0	0	0	0	183
8:15 AM	20	63	0	0	0	72	21	0	8	0	6	0	0	0	0	0	190
8:30 AM	7	71	0	0	0	71	19	0	10	0	4	0	0	0	0	0	182
8:45 AM	14	61	0	0	0	73	16	0	10	0	7	0	0	0	0	0	181
9:00 AM	10	42	0	0	0	61	15	0	8	0	11	0	0	0	0	0	147
9:15 AM	14	30	0	0	0	50	17	0	6	0	5	0	0	0	0	0	122
9:30 AM	9	54	0	0	0	60	18	0	15	0	10	0	0	0	0	0	166
9:45 AM	12	50	0	0	0	51	12	0	6	0	8	0	0	0	0	0	139
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	189	877	0	0	0	1099	260	0	122	0	121	0	0	0	0	0	2668
APPROACH %'s :	17.73%	82.27%	0.00%	0.00%	0.00%	80.87%	19.13%	0.00%	50.21%	0.00%	49.79%	0.00%					
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	54	259	0	0	0	364	78	0	39	0	40	0	0	0	0	0	834
PEAK HR FACTOR :	0.711	0.820	0.000	0.000	0.000	0.948	0.780	0.000	0.750	0.000	0.667	0.000	0.000	0.000	0.000	0.000	0.943
		0.869				0.961				0.760							

NOON	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
10:00 AM	13	47	0	0	0	59	12	0	14	0	6	0	0	0	0	0	151
10:15 AM	11	43	0	0	0	50	12	0	11	0	9	0	0	0	0	0	136
10:30 AM	7	61	0	0	0	54	15	0	15	0	7	0	0	0	0	0	159
10:45 AM	11	50	0	0	0	66	11	0	15	0	9	0	0	0	0	0	162
11:00 AM	11	47	0	0	0	59	25	0	10	0	13	0	0	0	0	0	165
11:15 AM	11	48	0	0	0	51	16	0	18	0	9	0	0	0	0	0	153
11:30 AM	11	56	0	0	0	54	11	0	17	0	14	0	0	0	0	0	163
11:45 AM	14	54	0	0	0	77	17	0	12	0	10	0	0	0	0	0	184
12:00 PM	18	45	0	0	0	58	12	0	19	0	14	0	0	0	0	0	166
12:15 PM	8	51	0	0	0	39	13	0	21	0	10	0	0	0	0	0	142
12:30 PM	13	40	0	0	0	60	11	0	15	0	15	0	0	0	0	0	154
12:45 PM	8	59	0	0	0	52	15	0	22	0	11	0	0	0	0	0	167
1:00 PM	8	62	0	0	0	59	10	0	22	0	12	0	0	0	0	0	173
1:15 PM	15	47	0	0	0	60	19	0	16	0	12	0	0	0	0	0	169
1:30 PM	6	51	0	0	0	77	22	0	17	0	12	0	0	0	0	0	185
1:45 PM	11	49	0	0	0	65	19	0	9	0	12	0	0	0	0	0	165
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	176	810	0	0	0	940	240	0	253	0	175	0	0	0	0	0	2594
APPROACH %'s :	17.85%	82.15%	0.00%	0.00%	0.00%	79.66%	20.34%	0.00%	59.11%	0.00%	40.89%	0.00%					
PEAK HR :	12:45 PM - 01:45 PM																TOTAL
PEAK HR VOL :	37	219	0	0	0	248	66	0	77	0	47	0	0	0	0	0	694
PEAK HR FACTOR :	0.617	0.883	0.000	0.000	0.000	0.805	0.750	0.000	0.875	0.000	0.979	0.000	0.000	0.000	0.000	0.000	0.938
		0.914				0.793				0.912							

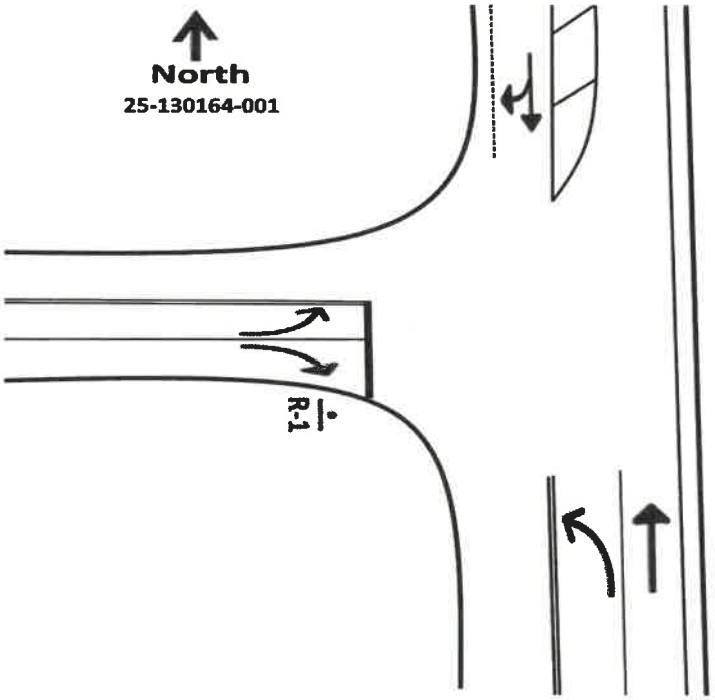
PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
2:00 PM	14	68	0	0	0	65	12	0	17	0	14	0	0	0	0	0	190
2:15 PM	9	84	0	0	0	68	15	0	20	0	16	0	0	0	0	0	212
2:30 PM	11	86	0	0	0	86	15	0	20	0	18	0	0	0	0	0	236
2:45 PM	8	82	0	0	0	79	9	0	14	0	15	0	0	0	0	0	207
3:00 PM	12	77	0	0	0	66	14	0	17	0	16	0	0	0	0	0	202
3:15 PM	12	66	0	0	0	63	22	0	15	0	12	0	0	0	0	0	190
3:30 PM	11	100	0	0	0	107	26	1	25	0	16	0	0	0	0	0	286
3:45 PM	4	79	0	0	0	72	25	0	34	0	12	0	0	0	0	0	226
4:00 PM	14	82	0	0	0	80	13	0	34	0	18	0	0	0	0	0	241
4:15 PM	13	82	0	0	0	90	15	0	27	0	18	0	0	0	0	0	245
4:30 PM	13	94	0	0	0	104	20	0	23	0	11	0	0	0	0	0	265
4:45 PM	10	73	0	0	0	82	18	0	20	0	14	0	0	0	0	0	217
5:00 PM	18	99	0	0	0	101	14	0	12	0	17	0	0	0	0	0	261
5:15 PM	17	89	0	0	0	102	20	0	23	0	26	0	0	0	0	0	277
5:30 PM	18	96	0	0	0	86	21	0	28	0	25	0	0	0	0	0	274
5:45 PM	11	83	0	0	0	65	18	0	22	0	19	0	0	0	0	0	218
6:00 PM	11	80	0	0	0	68	14	0	27	0	8	0	0	0	0	0	208
6:15 PM	9	65	0	0	0	49	15	0	30	0	17	0	0	0	0	0	185
6:30 PM	10	79	0	0	0	72	15	0	23	0	9	0	0	0	0	0	208
6:45 PM	7	60	0	0	0	62	21	0	23	0	9	0	0	0	0	0	182
7:00 PM	4	45	0	0	0	56	10	0	18	0	10	0	0	0	0	0	143
7:15 PM	6	60	0	0	0	45	9	0	18	0	10	0	0	0	0	0	148
7:30 PM	12	53	0	0	0	43	10	0	12	0	13	0	0	0	0	0	143
7:45 PM	7	44	0	0	0	36	10	0	17	0	8	0	0	0	0	0	122
8:00 PM	1	33	0	0	0	37	10	0	26	0	13	0	0	0	0	0	120
8:15 PM	5	54	0	0	0	32	8	0	12	0	14	0	0	0	0	0	125
8:30 PM	5	41	0	0	0	28	9	0	15	0	11	0	0	0	0	0	109
8:45 PM	1	52	0	0	0	31	5	0	10	0	7	0	0	0	0	0	106
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	273	2006	0	0	0	1875	413	1	582	0	396	0	0	0	0	0	5546
APPROACH %'s :	11.98%	88.02%	0.00%	0.00%	0.00%	81.91%	18.04%	0.04%	59.51%	0.00%	40.49%	0.00%					
PEAK HR :	05:00 PM - 06:00 PM																TOTAL
PEAK HR VOL :	64	367	0	0	0	354	73	0	85	0	87	0	0	0	0	0	1030
PEAK HR FACTOR :	0.889	0.927	0.000	0.000	0.000	0.868	0.869	0.000	0.759	0.000	0.837	0.000	0.000	0.000	0.000	0.000	0.930
		0.921				0.875				0.811							

National Data & Surveying Services

Site Code:	**25-130164-001**
Date:	**05/13/2025**
Weather:	**Sunny**
City:	**Dundee**
County:	**Polk**
Count Times:	**06:00 - 10:00**
	10:00 - 14:00
	14:00 - 21:00
Control:	**1-Way Stop(EB)**

N↑ | N/S Street: **SR 17/N Scenic Hwy** | Speed: **55 MPH**

E/W Street: **Waverly Rd**



Speed: **45 MPH**

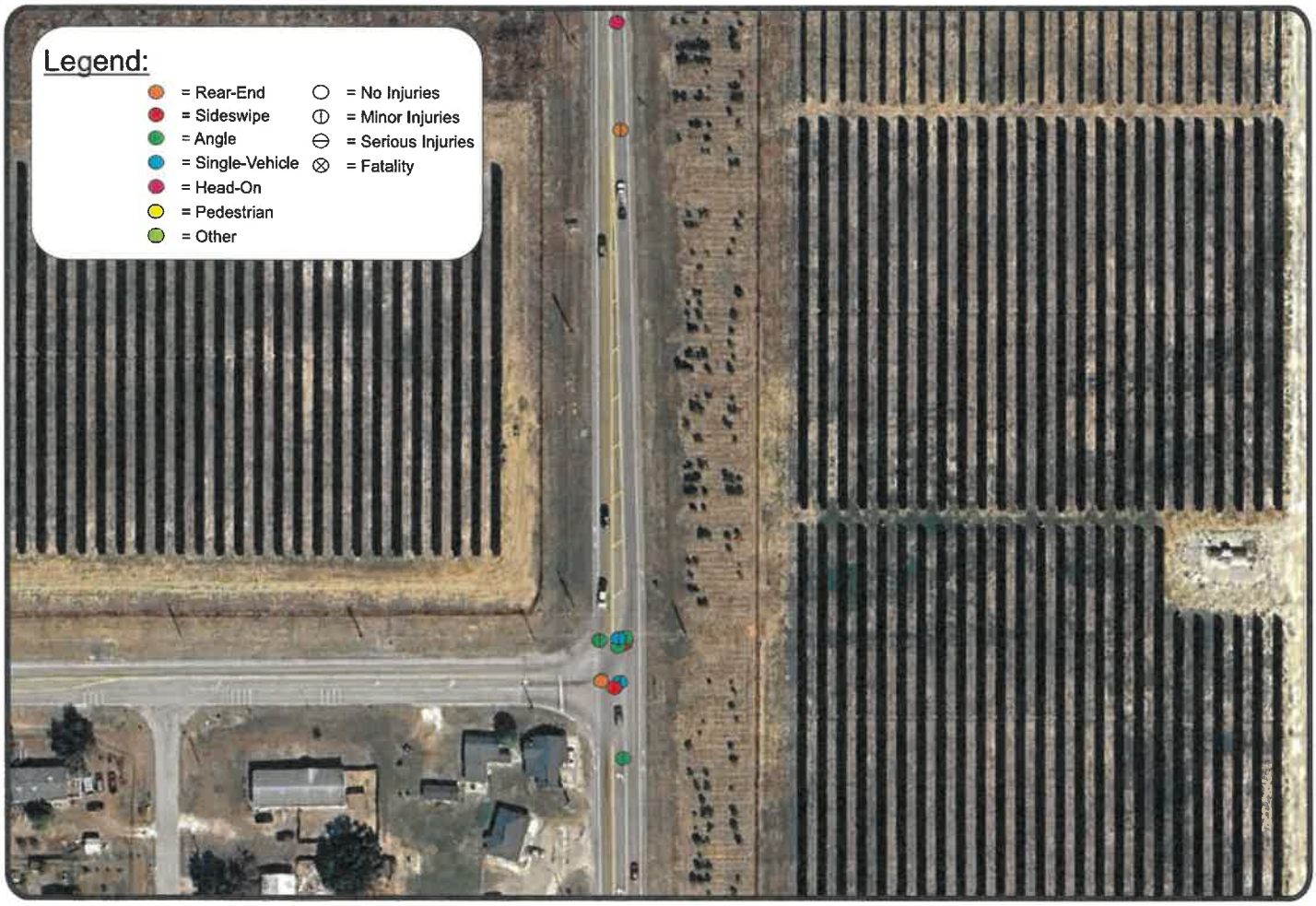
APPENDIX B

ITE Trip Generation Data, ITE Hourly Variation Rates

Hourly Distribution of Entering and Exiting Vehicle Trips by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

Land Use Code	210			210			210		
Land Use	Single-Family Detached Housing			Single-Family Detached Housing			Single-Family Detached Housing		
Setting	General Urban/Suburban			General Urban/Suburban			General Urban/Suburban		
Time Period	Weekday			Saturday			Sunday		
# Data Sites	7			3			2		
	% of 24-Hour Vehicle Trips			% of 24-Hour Vehicle Trips			% of 24-Hour Vehicle Trips		
Time	Total	Entering	Exiting	Total	Entering	Exiting	Total	Entering	Exiting
12:00 - 1:00 AM	0.3%	0.5%	0.2%	0.8%	0.6%	1.0%	0.6%	0.6%	0.6%
1:00 - 2:00 AM	0.2%	0.2%	0.1%	0.4%	0.6%	0.2%	0.6%	1.2%	0.0%
2:00 - 3:00 AM	0.2%	0.3%	0.1%	0.3%	0.4%	0.2%	0.0%	0.0%	0.0%
3:00 - 4:00 AM	0.2%	0.2%	0.2%	0.5%	0.4%	0.6%	0.3%	0.0%	0.6%
4:00 - 5:00 AM	0.6%	0.3%	0.8%	0.5%	0.6%	0.4%	0.0%	0.0%	0.0%
5:00 - 6:00 AM	1.2%	0.5%	2.0%	1.0%	0.8%	1.2%	1.8%	1.8%	1.8%
6:00 - 7:00 AM	3.7%	1.6%	5.8%	1.0%	0.4%	1.5%	1.5%	1.8%	1.2%
7:00 - 8:00 AM	6.5%	3.1%	10.0%	2.0%	0.8%	3.3%	1.8%	0.6%	3.0%
8:00 - 9:00 AM	6.2%	3.8%	8.5%	3.8%	2.5%	5.2%	4.7%	0.6%	9.0%
9:00 - 10:00 AM	4.6%	3.3%	5.8%	5.5%	5.0%	6.0%	4.7%	3.5%	6.0%
10:00 - 11:00 AM	4.9%	4.2%	5.6%	8.2%	6.2%	10.2%	11.5%	8.8%	14.4%
11:00 - 12:00 PM	5.3%	5.4%	5.1%	7.2%	8.7%	5.8%	7.7%	8.2%	7.2%
12:00 - 1:00 PM	5.7%	5.7%	5.7%	7.7%	7.3%	8.1%	9.2%	10.5%	7.8%
1:00 - 2:00 PM	6.1%	6.1%	6.0%	8.1%	7.1%	9.0%	9.8%	10.5%	9.0%
2:00 - 3:00 PM	6.6%	7.1%	6.1%	8.0%	8.7%	7.3%	5.9%	5.8%	6.0%
3:00 - 4:00 PM	7.5%	8.7%	6.2%	9.2%	9.8%	8.7%	4.4%	5.8%	3.0%
4:00 - 5:00 PM	8.9%	10.5%	7.4%	6.2%	6.9%	5.4%	8.3%	8.2%	8.4%
5:00 - 6:00 PM	8.7%	10.0%	7.3%	8.4%	9.6%	7.1%	9.8%	11.1%	8.4%
6:00 - 7:00 PM	7.2%	8.5%	5.9%	6.0%	7.3%	4.6%	6.2%	5.8%	6.6%
7:00 - 8:00 PM	5.1%	6.1%	4.2%	5.1%	4.8%	5.4%	5.3%	7.0%	3.6%
8:00 - 9:00 PM	4.6%	6.1%	3.1%	4.8%	6.0%	3.7%	4.1%	5.8%	2.4%
9:00 - 10:00 PM	3.3%	4.4%	2.3%	2.4%	2.7%	2.1%	0.3%	0.6%	0.0%
10:00 - 11:00 PM	1.6%	2.1%	1.0%	1.7%	1.5%	1.9%	1.5%	1.8%	1.2%
11:00 - 12:00 AM	1.0%	1.3%	0.6%	1.4%	1.5%	1.3%	0.0%	0.0%	0.0%



SR 17 & Waverly Road SWA
Project № 5611.2
Appendix C

Crash Diagram

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	Town of Dundee	Engineer:	SS
County:	16 – Polk	Date:	May 19, 2025
District:	One		

Major Street:	SR 17	Lanes:	1	Major Approach Speed:	55
Minor Street:	Waverly Road	Lanes:	1	Minor Approach Speed:	45

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY ☑ 70% ☐ 100%

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

*Warrant 1 is satisfied if Condition A **or** Condition B is "100%" satisfied for eight hours.* ☐ Yes ☑ No

*Warrant 1 is also satisfied if both Condition A **and** Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems).* ☐ Yes ☑ No

*Warrant 1 is satisfied if Condition A **or** Condition B is "70%" satisfied for eight hours.* ☑ Yes ☐ No

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

Applicable:	☑ Yes ☐ No
100% Satisfied:	☐ Yes ☑ No
80% Satisfied:	☐ Yes ☑ No
70% Satisfied:	☐ Yes ☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	Minor	100%[a]	80%[b]	70%[c]	100%[a]	80%[b]	70%[c]
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

[a] Basic Minimum hourly volume
[b] Used for combination of Conditions A and B after adequate trial of other remedial measures
[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours							
	10-11 A.M.	11-12 P.M.	12-1 P.M.	1-2 P.M.	2-3 P.M.	3-4 P.M.	4-5 P.M.	5-6 P.M.
Major	620	663	608	694	840	895	963	1,019
Minor	71	76	99	87	97	122	142	120

Existing Volumes

Valencia Ridge

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City: Town of Dundee
County: 16 – Polk
District: One

Engineer: SS
Date: May 19, 2025

Major Street: SR 17 — Lanes: 1 — Major Approach Speed: 55
Minor Street: Waverly Road — Lanes: 1 — Minor Approach Speed: 45

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY — ☑ 70% ☐ 100%

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

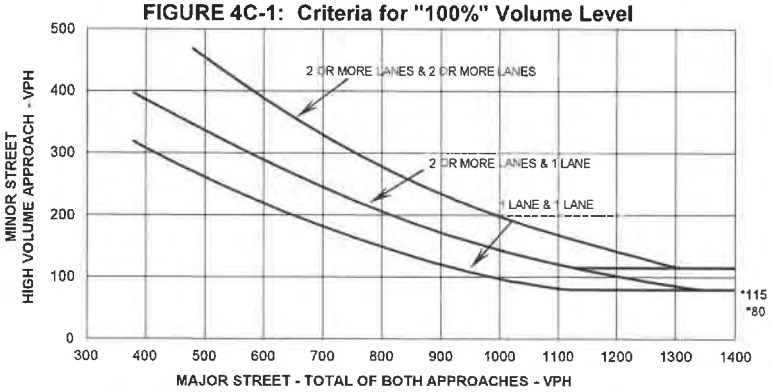
Applicable: ☑ Yes ☐ No
Satisfied: ☑ Yes ☐ No

Plot four volume combinations on the applicable figure below.

100% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street

FIGURE 4C-1: Criteria for "100%" Volume Level



** Note: 115 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 80 mph applies as the lower threshold volume threshold for a minor street approach with one lane.*

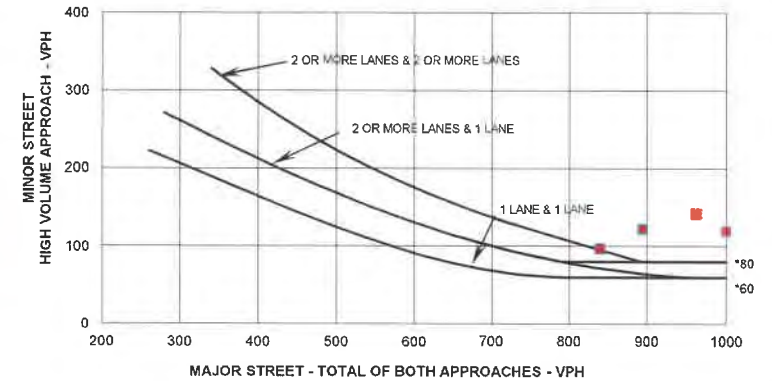
70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
2-3 P.M.	840	97
3-4 P.M.	895	122
4-5 P.M.	963	142
5-6 P.M.	1019	120

Valencia Ridge

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr. (40 mph) on Major Street)



** Note: 80 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 60 ph. applies as the lower threshold volume threshold for a minor street approach with one lane.*

STAGE 1 ICE REPORT

SR 17 & WELSH ROAD
VALENCIA RIDGE
POLK COUNTY, FLORIDA

Prepared for:

Cornerstone Land Company
1901 Ulmerton Road, Suite 475
Clearwater, Florida 33762

Prepared by:

Traffic Planning and Design, Inc.
535 Versailles Drive
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407-628-9955

February 2025
REVISED
April 2025
June 2025
August 2025

TPD № 5611.2

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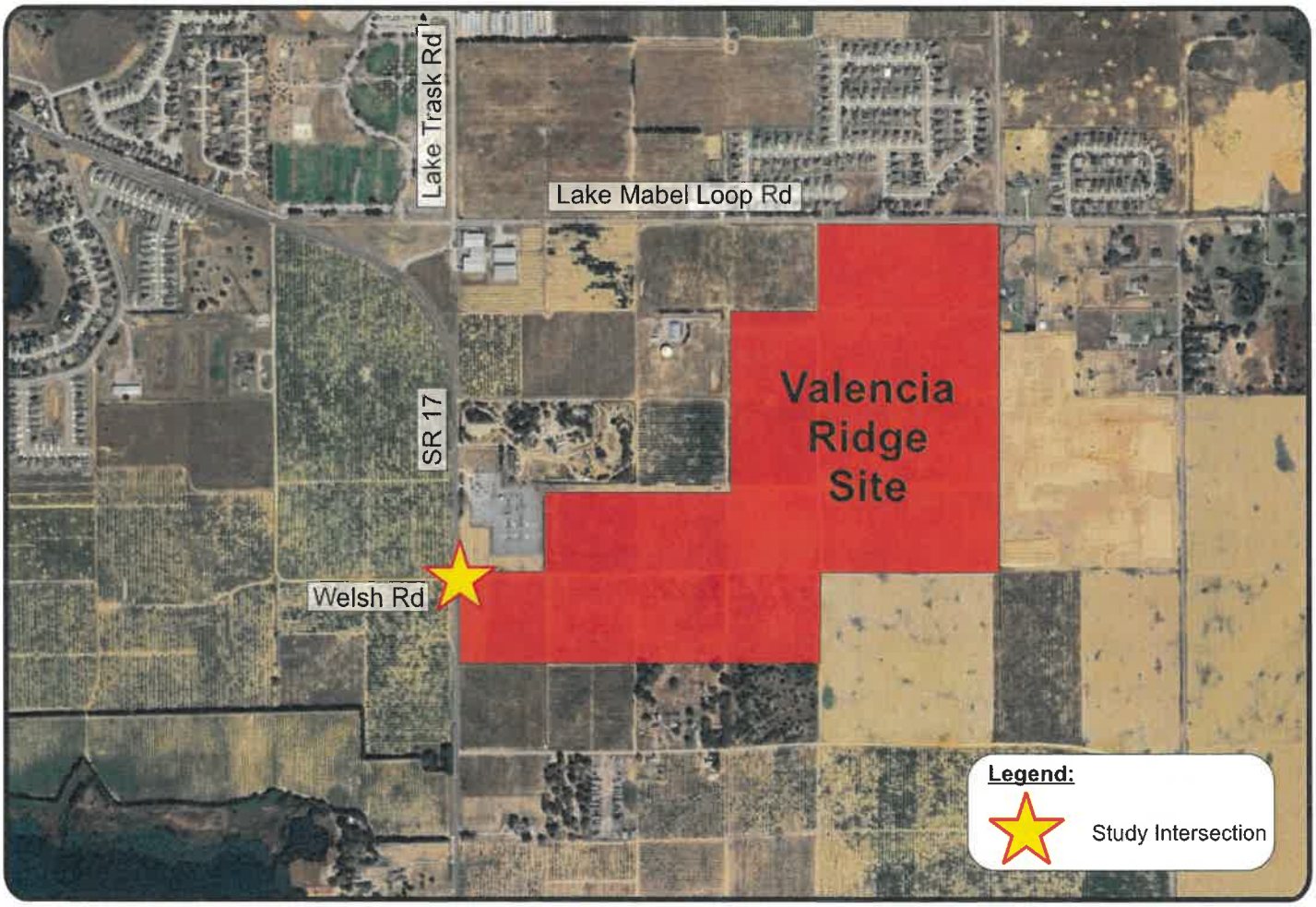
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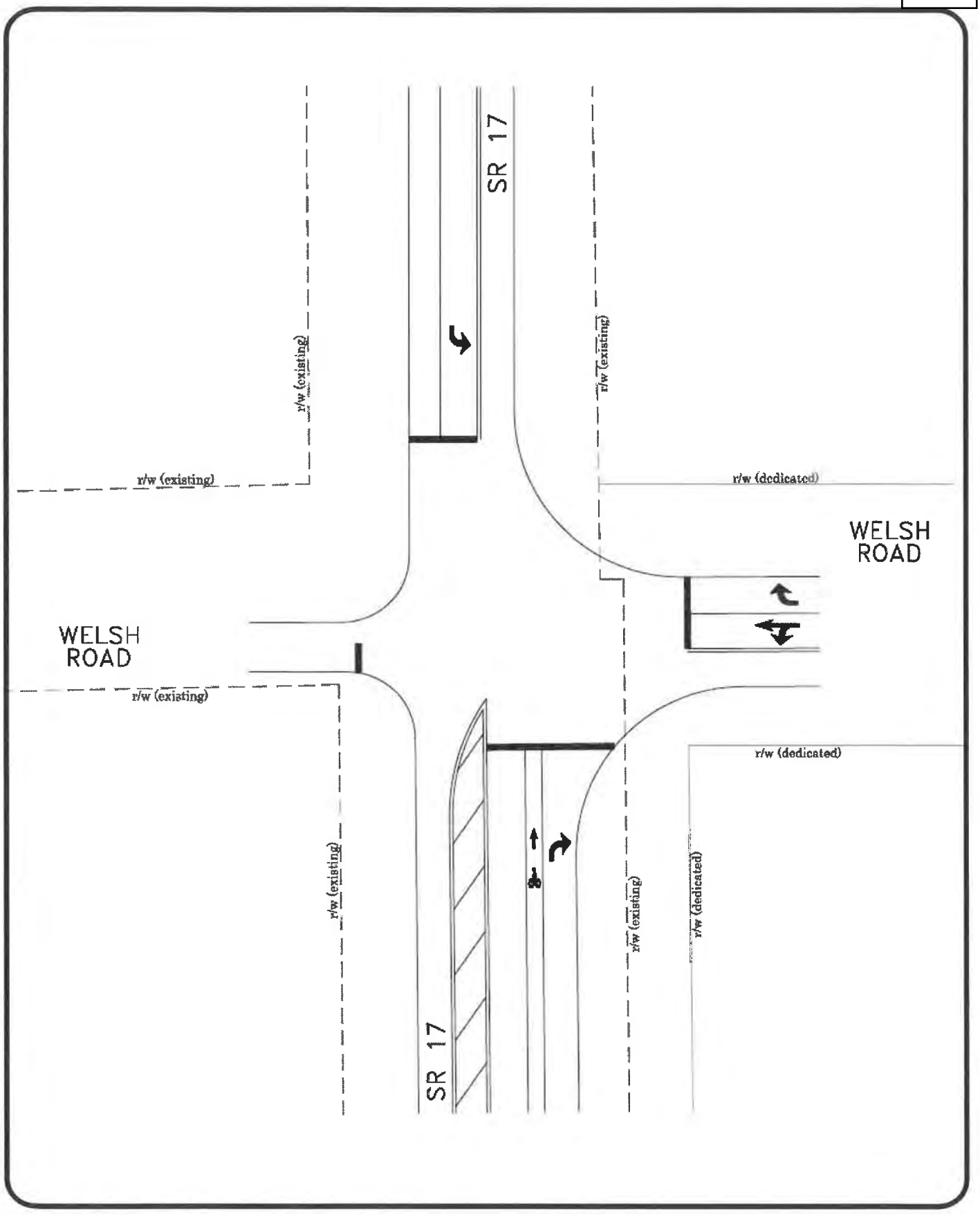
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SR 17 & Welsh Road - Stage 1 ICE
Project № 5611.2
Figure 1

Intersection Location

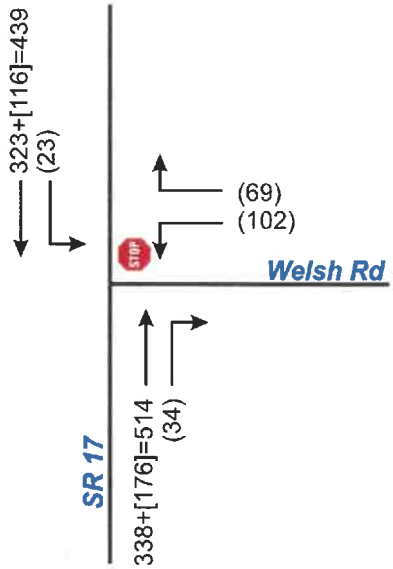


SR 17 & Welsh Road - Stage 1 ICE
Project № 5611.2
Figure 2

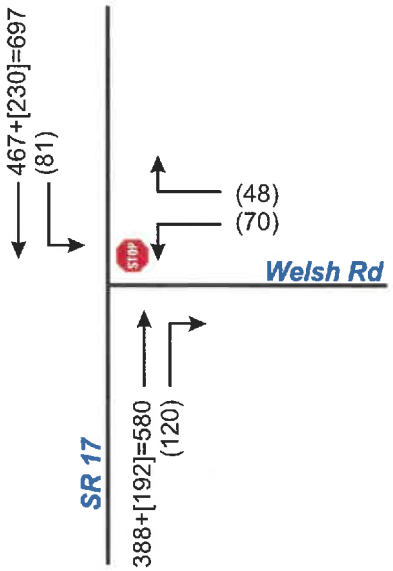
Proposed Lane Configuration

N
NTS

2028

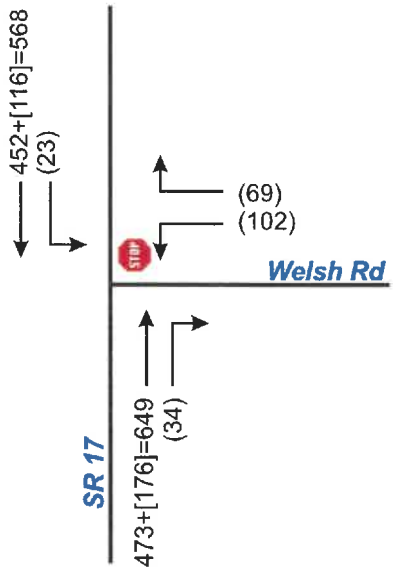


A.M. Peak Hour

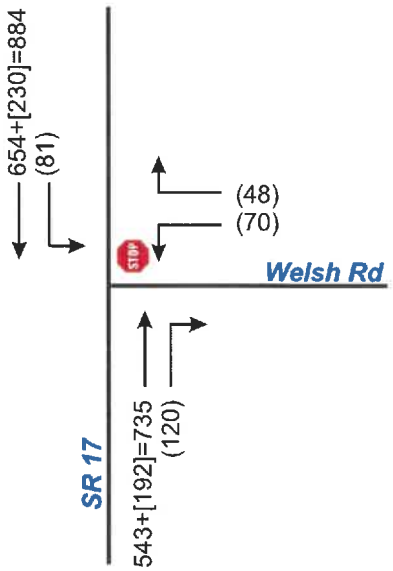


P.M. Peak Hour

2048



A.M. Peak Hour



P.M. Peak Hour

SR 17 & Welsh Road - Stage 1 ICE
Project № 5611.2
Figure 3

Projected A.M./P.M. Peak Hour Volumes

Table 1
2048 Design Year CAP-X Results

Type of Intersection	Time Period	Overall v/c Ratio	v/c Ranking	Pedestrian Accommodation Score	Bicycle Accommodation Score
Traffic Signal	A.M.	0.42	1	4.27	4.58
	P.M.	0.54	1	4.27	4.54
1 x 1 Roundabout	A.M.	0.53	2	5.39	4.58
	P.M.	0.79	2	5.39	4.50

Preliminary Safety Analysis

FDOT's SPICE (Safety Performance for Intersection Control Evaluation) is a planning level tool used to provide a comparison of intersection safety characteristics. Daily volumes are used in these calculations, as described in the Applicable Volumes section of the report. The results of the analysis are summarized below in **Table 2**. The SPICE Summary Report is included in **Appendix E.**

Table 2
SPICE Results Summary

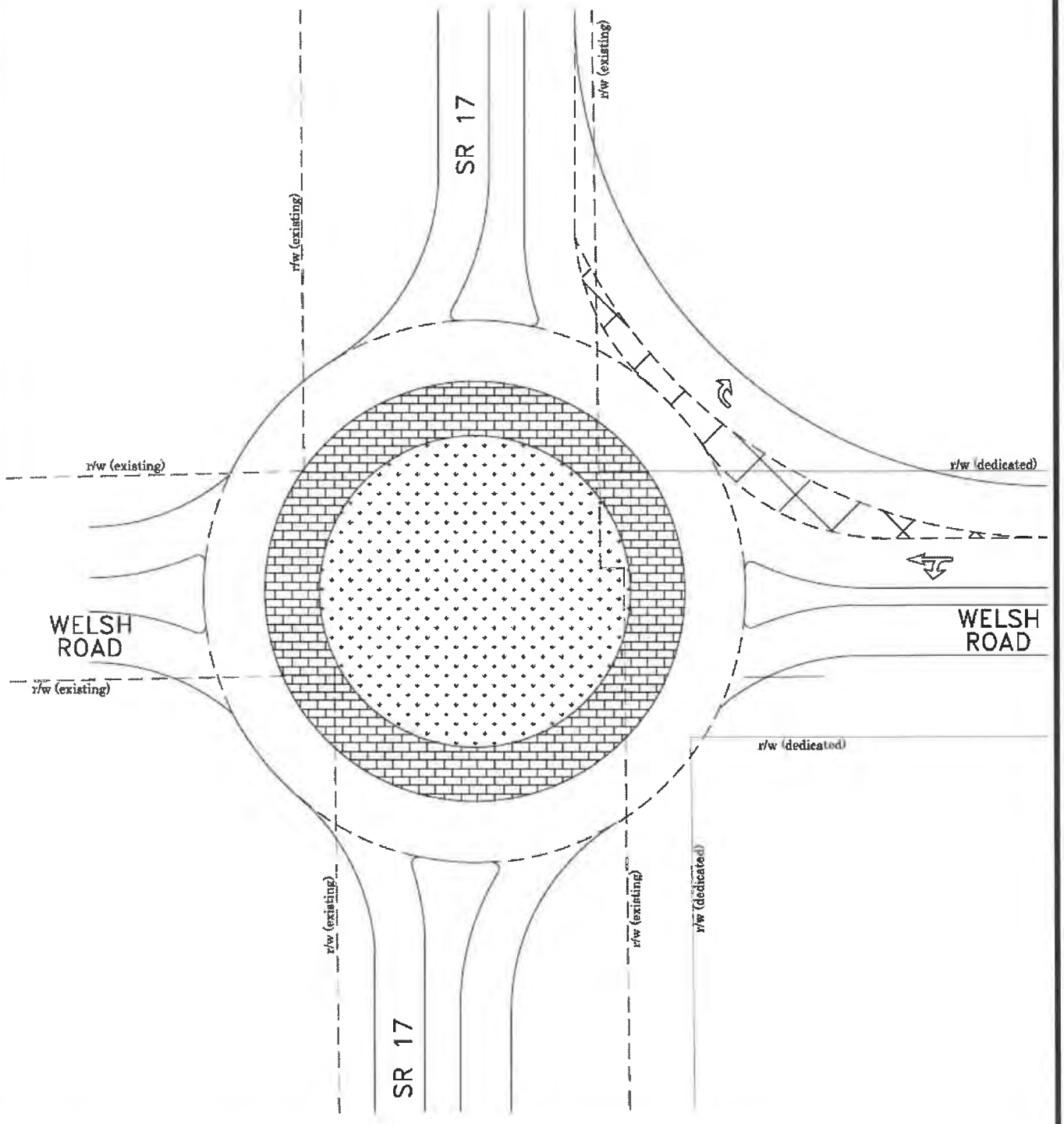
Type of Intersection	Type of Crash	Number of Crashes			SSI Score	
		Opening Year	Design Year	Total Project Life Cycle	Opening Year	Design Year
Traffic Signal	Total	4.11	4.79	93.55	94	92
	Fatal & Injury	1.40	1.63	31.81		
1-Lane Roundabout	Total	2.22	2.59	50.59	100	99
	Fatal & Injury	0.43	0.52	10.06		

Design Concepts and Right of Way

Preliminary design concepts for both the Signal and Roundabout control types are shown in **Figures 4a** and **4b**.

When cross-referenced with known right-of-way information (Shown in Figures 4a, 4b, and Appendix C), it is revealed that the area required for Roundabout placement far exceeds right of way limitations. Right of way in this corridor is limited, with 85' total width and developer ownership adjacent to the intersection in the southeast corner only.

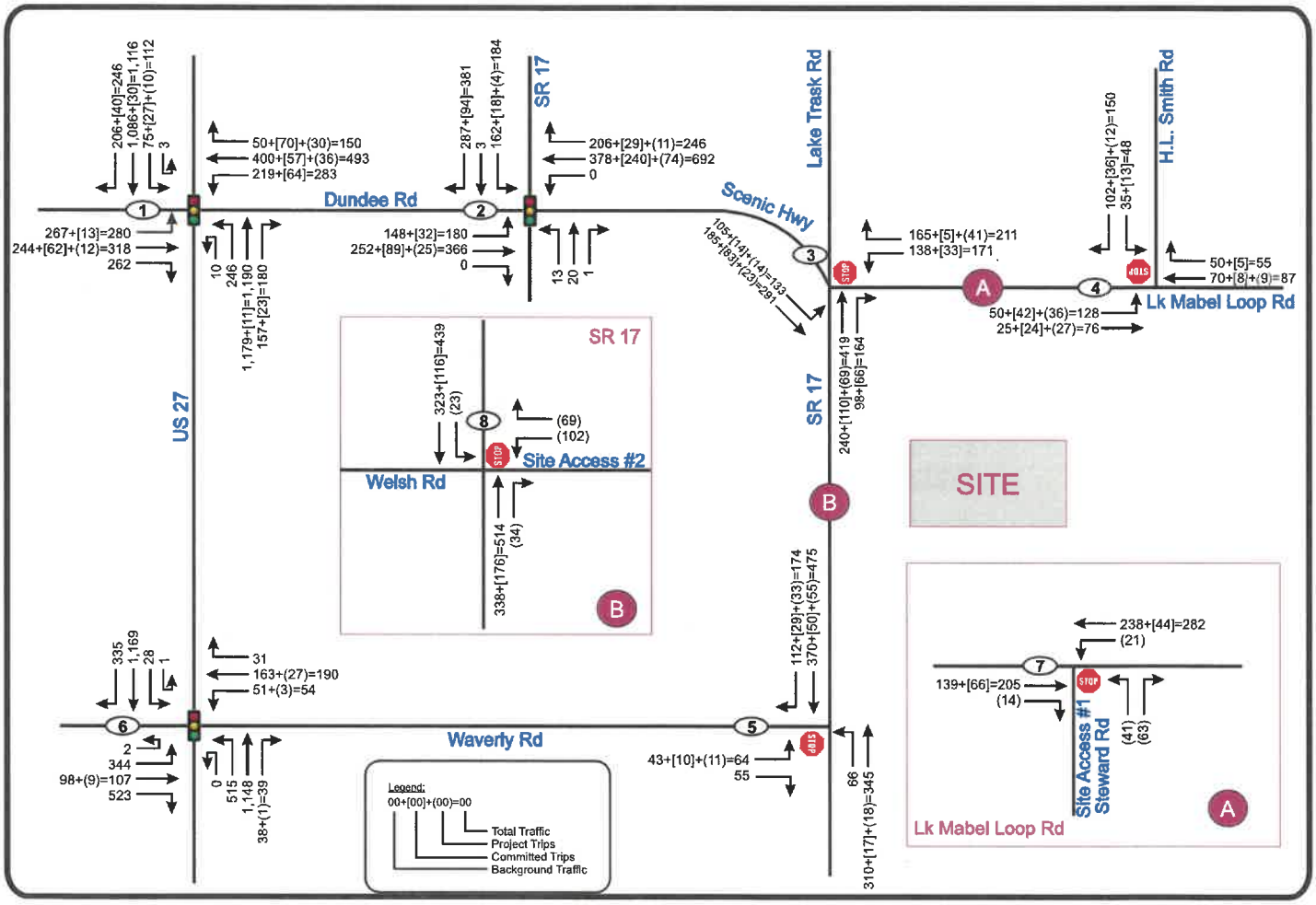
The Signal option can operate within existing and sidestreet dedicated right of way.



SR 17 & Welsh Road - Stage 1 ICE
Project № 5611.2
Figure 4b

Design Concept: Roundabout

APPENDICES



Valencia Ridge
Project № 5611.1
Figure 5a
Page 17

Projected 2028 A.M. Peak Hour Volumes

APPENDIX B

FDOT Count Station Data, pertinent pages from TIA

PROPOSED DEVELOPMENT AND TRIP GENERATION

The proposed development will consist of 576 single family dwelling units to be completed by 2028. To determine the impact of this development in the area, an analysis of its traffic characteristics was made. This included the determination of the trips generated and the distribution/assignment of these trips to the surrounding roadways.

Trip Generation

The trip generation of the proposed development was calculated with the use of equations obtained from the 11th Edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual.* **Table 3** provides a summary of the trip generation calculation, and the ITE trip generation sheets are included in **Appendix E**. As can be seen from the table, the development is expected to generate 5,052 daily trips, of which 367 will occur in the A.M. peak hour and 515 in the P.M. peak hour.

Table 3
Trip Generation Summary

ITE Code	Land Use	Size	Daily		A.M. Peak Hour				P.M. Peak Hour			
			Rate*	Trips	Rate*	Enter	Exit	Total	Rate*	Enter	Exit	Total
210	Single-Family Detached Housing	576 DU**	8.77	5,052	0.64	92	275	367	0.89	325	190	515

* $R^2 > 0.75$, therefore Equations used
** DU = Dwelling Unit

Trip Distribution/Trip Assignment

The project's trip distribution was determined with the use of the FDOT Model (D1RMP V.2) which was slightly modified to add a traffic zone representing the project. Subsequently, the model was run with a Select Zone Analysis which produced a distribution pattern for the project trips as shown in **Figure 4.** Utilizing this distribution pattern, the project's trips were assigned to the study roadway segments. The model distribution plots are included in **Appendix F**.

APPENDIX C

ROW Documentation


Measure
Measurement result
Unit
Feet (US)
Distance
84.90 ft
New measurement
84.90 ft
SCENIC HWY N
272835
Dundee
Dundee
EXAMPLE: SMITH JER...

Capacity Analysis for Planning of Junctions

Detailed Report - Page 1 of 4

Project Name	Valencia Ridge
Project Number	5611
Location	SR 17 & Welsh Road (Polk Co, FL)
Date	4-21-25 (2028 AM Peak Analysis)
Number of Intersection Legs	4
Major Street Direction	North-South
Analysis Type	At-Grade Intersections Only

Estimated Volume-to-Capacity Ratio			
Number of Configurations			
<= 0.750	0.750 - 0.875	0.875 - 1.00	> 1.00
2	0	0	0

Traffic Volume Demand

	Volume (Veh/hr)				Percent (%)	
	U-Turn	Left	Thru	Right	Heavy Vehicles	Volume Growth
Eastbound	0	1	1	1	4.00%	0.00%
Westbound	0	102	1	69	4.00%	0.00%
Southbound	0	23	439	1	4.00%	0.00%
Northbound	0	1	514	34	4.00%	0.00%
Adjustment Factor	0.80	0.95		0.85		
Suggested	**0.80**	**0.95**		**0.85**		

Truck to PCE Factor		**Suggested = 2.00**	2.00
FDOT Context Zone		**C2-Rural**	
Critical Lane Volume Threshold	2-phase signal	**Suggested = 1800**	**1800**
	3-phase signal	**Suggested = 1750**	**1750**
	4-phase signal	**Suggested = 1700**	**1700**

Capacity Analysis for Planning of Junctions

Detailed Report - Page 2 of 4

Number of Lanes for Non-roundabout Intersections

TYPE OF INTERSECTION	Sheet	Northbound				Southbound				Eastbound				Westbound			
		U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Traffic Signal	FULL		0	1	1		1	1	0		0	1	0		0	1	1

Number of Lanes for Ramp Terminal Intersections

TYPE OF RAMP TERMINAL INTERSECTION	Sheet	Northbound				Southbound				Eastbound				Westbound			
		U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R

Capacity Analysis for Planning of Junctions

Detailed Report - Page 3 of 4

Results for Non-roundabout Intersections

TYPE OF INTERSECTION	Sheet	Zone 1 (North)		Zone 2 (South)		Zone 3 (East)		Zone 4 (West)		Zone 5 (Center)		Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
		CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C			
Traffic Signal	FULL									566	0.33	0.33	4.27	4.58

Capacity Analysis for Planning of Junctions

Detailed Report - Page 4 of 4

Results for Roundabouts

TYPE OF ROUNDABOUT	Zone 1 (North) (V/C)			Zone 3 (East) (V/C)			Zone 2 (South) (V/C)			Zone 4 (West) (V/C)			Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3			
1 X 1	0.39			0.00			0.42			0.22			0.42	5.39	4.58

Results for Ramp Terminal Intersections

TYPE OF RAMP TERMINAL INTERSECTION	Sheet	Zone 1 (Rt Mrg)		Zone 2 (Lt Mrg)		Zone 3 (Ctr. 1)		Zone 4 (Ctr. 2)		Zone 5 (Lt Mrg)		Zone 6 (Rt Mrg)		Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
		CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C			

Capacity Analysis for Planning of Junctions

Detailed Report - Page 1 of 4

Project Name	Valencia Ridge
Project Number	5611
Location	SR 17 & Welsh Road (Polk Co, FL)
Date	4-21-25 (2048 AM Peak Analysis)
Number of Intersection Legs	4
Major Street Direction	North-South
Analysis Type	At-Grade Intersections Only

Estimated Volume-to-Capacity Ratio			
Number of Configurations			
< 0.750	0.750 - 0.875	0.875 - 1.00	> 1.00
2	0	0	0

Traffic Volume Demand

	Volume (Veh/hr)				Percent (%)	
	U-Turn	Left	Thru	Right	Heavy Vehicles	Volume Growth
Eastbound	0	1	1	1	4.00%	0.00%
Westbound	0	102	1	69	4.00%	0.00%
Southbound	0	23	568	1	4.00%	0.00%
Northbound	0	1	649	34	4.00%	0.00%
Adjustment Factor	0.80	0.95		0.85		
Suggested	**0.60**	**0.95**		**0.85**		

Truck to PCE Factor		**Suggested = 2.00**	2.00
FDOT Context Zone		**C2-Rural**	
Critical Lane Volume Threshold	2-phase signal	**Suggested = 1800**	**1800**
	3-phase signal	**Suggested = 1750**	**1750**
	4-phase signal	**Suggested = 1700**	**1700**

Capacity Analysis for Planning of Junctions

Detailed Report - Page 2 of 4

Number of Lanes for Non-roundabout Intersections

TYPE OF INTERSECTION	Sheet	Northbound				Southbound				Eastbound				Westbound			
		U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Traffic Signal	FULL		0	1	1		1	1	0		0	1	0		0	1	1

Number of Lanes for Ramp Terminal Intersections

TYPE OF RAMP TERMINAL INTERSECTION	Sheet	Northbound				Southbound				Eastbound				Westbound			
		U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R

Capacity Analysis for Planning of Junctions

Detailed Report - Page 3 of 4

Results for Non-roundabout Intersections

TYPE OF INTERSECTION	Sheet	Zone 1 (North)		Zone 2 (South)		Zone 3 (East)		Zone 4 (West)		Zone 5 (Center)		Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
		CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C			
Traffic Signal	FULL									706	0.42	0.42	4.27	4.58

Capacity Analysis for Planning of Junctions

Detailed Report - Page 4 of 4

Results for Roundabouts

TYPE OF ROUNDABOUT	Zone 1 (North) (V/C)			Zone 3 (East) (V/C)			Zone 2 (South) (V/C)			Zone 4 (West) (V/C)			Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3			
1 X 1	0.50			0.00			0.53			0.26			0.53	5.39	4.58

Results for Ramp Terminal Intersections

TYPE OF RAMP TERMINAL INTERSECTION	Sheet	Zone 1 (Rt Mrg)		Zone 2 (Lt Mrg)		Zone 3 (Ctr. 1)		Zone 4 (Ctr. 2)		Zone 5 (Lt Mrg)		Zone 6 (Rt Mrg)		Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
		CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C			

APPENDIX E

SPICE Summary Report

APPENDIX F

ICE Summary Form

Minor Street Information									
Roadway ID		Route Name(s)	Welsh Road			Milepoint (if app.)			
Existing Control Type	Two-way Stop-Control		Existing AADT	0		Design Year AADT	3,132		
Design Vehicle	Single Unit Truck (SU)		Control Vehicle	Single Unit Truck (SU)					
Primary Functional Classification	Rural Local					Design Speed (mph)	30		
Secondary Functional Classification (if app.)						Target Speed (mph) [if app.]			

Approach #1	Direction	Eastbound	Number of Lanes		Study Period #1 Traffic Volumes		Study Period #2 Traffic Volumes	
	Sidewalks along:	Neither side of the approach	Left-Turn					
	Crosswalk on Approach?	No	Left-Through		Weekday AM Peak		Weekday PM Peak	
	On-Street Bike Facilities?	No	Through		Left	0	Left	0
	Multi-Use Path?	No	Left-Through-Right	1	Through	0	Through	0
	Scheduled Bus Service?	No	Through-Right		Right	0	Right	0
	Bus Stop on Approach?	No	Right-Turn		Daily Truck %		0.0%	
Approach #2	Direction	Westbound	Number of Lanes		Study Period #1 Traffic Volumes		Study Period #2 Traffic Volumes	
	Sidewalks along:	One side of the approach	Left-Turn					
	Crosswalk on Approach?	Yes	Left-Through	1	Weekday AM Peak		Weekday PM Peak	
	On-Street Bike Facilities?	No	Through		Left	102	Left	70
	Multi-Use Path?	No	Left-Through-Right		Through	0	Through	0
	Scheduled Bus Service?	No	Through-Right		Right	69	Right	48
	Bus Stop on Approach?	No	Right-Turn	1	Daily Truck %		4.0%	
Approach #3	Direction		Number of Lanes		Study Period #1 Traffic Volumes		Study Period #2 Traffic Volumes	
	Sidewalks along:		Left-Turn					
	Crosswalk on Approach?		Left-Through		Weekday AM Peak		Weekday PM Peak	
	On-Street Bike Facilities?		Through		Left		Left	
	Multi-Use Path?		Left-Through-Right		Through		Through	
	Scheduled Bus Service?		Through-Right		Right		Right	
	Bus Stop on Approach?		Right-Turn		Daily Truck %			

Crash History (Existing Intersections Only)
Append the most recent five-years of crash data for the intersection from the CAR System. If the crash data evidences any issues relating to safety performance, discuss briefly here:
There were no crashes that occurred within this intersection area for the 7-year period which was analyzed.

Resolution					
To be filled out by FDOT District Traffic Operations Engineer and District Design Engineer					
Accept Recommendation ☐			Reject Recommendation ☐		
DTOE Name		Signature		Date	
DTOE Comments					
DDE Name		Signature		Date	
DDE Comments					

SIGNAL WARRANT ANALYSIS

SR 17 & WELSH ROAD
POLK COUNTY, FLORIDA
Section 16090000/MP 26.815

Prepared for:

Cornerstone Land Company
1901 Ulmerton Road, Suite 475
Clearwater, Florida 33762

Prepared by:

Traffic Planning and Design, Inc.
535 Versailles Drive
Maitland, Florida 32751
407-628-9955

February 2025
Revised
April 2025
May 2025

TPD No. 5611.2

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C FDOT Signal Warrant Summary Worksheets

INTRODUCTION

This Signal Warrant Analysis was conducted in order to determine the need of and justification for the installation of a traffic signal at the intersection of SR 17 (Scenic Highway) and Welsh Road in Dundee, Polk County. It is proposed that Valencia Ridge, a 576 unit single family development be developed on a site east of SR 17 and south of Lake Mabel Loop Road. Access to the development is proposed via a full access driveway at the intersection of SR 17 and Welsh Road, as well as a full access driveway on Lake Mabel Loop Road. **Figure 1** depicts the study intersection, the Valencia Ridge site location, and the area roadways. The analysis was performed in order to determine if a signal would become warranted due to the construction of the Valencia Ridge development, anticipated to be completed by the end of 2028.

EXISTING TRAFFIC CONDITIONS

SR 17 is a two-lane undivided urban collector roadway with a posted speed limit of 55 mph adjacent to the study intersection. Based on counts made in 2025 in conjunction with this analysis, it carries a daily traffic volume of approximately 8,700 vehicles per day. Welsh Road is a local unpaved road, east and west of SR 17.

Intersection Configuration

The existing and proposed intersection geometry at the intersection of SR 17 and Welsh Road is illustrated in **Figure 2.** In the existing condition, all intersection legs have single leg approaches. In the proposed condition, Welsh Road will be paved as two lanes with separate right and left turn lanes on approach to SR 17. The SR 17 approaches will be widened to provide separate turn lanes.

Hourly Traffic Counts

24-hour approach volumes were collected on the northbound and southbound approaches of SR 17 for use in the analysis. These counts were made on February 12th, 2025, when the FDOT Seasonal Factor for Polk County was 0.94. Therefore, the counts were not adjusted.

In order to determine the background growth of the existing traffic to the buildout year of 2028, the 2% annual growth rate obtained from the Polk TPO was used to grow the counts. The background volumes thus developed at each approach, summarized by the hour, are shown in **Table 1**. These background approach volumes were subsequently combined with the project trips for use in the analysis. The 24-hour approach counts and FDOT Seasonal Factor Report are included in **Appendix A.**

Table 1
2028 Hourly Background Traffic Volumes

Hour	SR 17		
	NB	SB	Total Both Approaches
12-1 A.M.	18	16	34
1-2 A.M.	7	12	19
2-3 A.M.	16	22	38
3-4 A.M.	22	27	49
4-5 A.M.	60	56	116
5-6 A.M.	130	140	270
6-7 A.M.	215	214	429
7-8 A.M.	338	367	705
8-9 A.M.	252	300	552
9-10 A.M.	220	259	479
10-11 A.M.	214	259	473
11-12 P.M.	209	279	488
12-1 P.M.	245	265	510
1-2 P.M.	239	251	490
2-3 P.M.	317	342	659
3-4 P.M.	377	377	754
4-5 P.M.	377	401	778
5-6 P.M.	377	393	770
6-7 P.M.	281	282	563
7-8 P.M.	180	169	349
8-9 P.M.	129	142	271
9-10 P.M.	87	89	176
10-11 P.M.	86	61	147
11-12 P.M.	40	41	81
Total:	**4,436**	**4,764**	**9,200**



SR 17 & Welsh Road SWA
Project № 5611.2
Figure 3

Trip Distribution

Table 3
Hourly Variation of Project Trips

Hour	Project Trips - Entering				Project Trips - Exiting			
	Entering %	NBR (37%)	SBL (25%)	Total	Exiting %	WBL (37%)	WBR (25%)	Total
12-1 A.M.	0.5%	5	3	8	0.2%	1	1	2
1-2 A.M.	0.2%	2	1	3	0.1%	1	1	2
2-3 A.M.	0.3%	2	2	4	0.1%	1	0	1
3-4 A.M.	0.2%	2	1	3	0.2%	2	1	3
4-5 A.M.	0.3%	3	2	5	0.8%	7	5	12
5-6 A.M.	0.5%	4	3	7	2.0%	19	13	32
6-7 A.M.	1.6%	15	10	25	5.8%	55	37	92
7-8 A.M.	3.1%	29	19	48	10.0%	94	63	157
8-9 A.M.	3.8%	35	24	59	8.5%	80	54	134
9-10 A.M.	3.3%	31	21	52	5.8%	54	36	90
10-11 A.M.	4.2%	39	27	66	5.6%	52	35	87
11-12 P.M.	5.4%	51	34	85	5.1%	48	32	80
12-1 P.M.	5.7%	54	36	90	5.7%	53	36	89
1-2 P.M.	6.1%	57	39	96	6.0%	56	38	94
2-3 P.M.	7.1%	66	45	111	6.1%	57	39	96
3-4 P.M.	8.7%	81	55	136	6.2%	58	39	97
4-5 P.M.	10.5%	98	66	164	7.4%	69	47	116
5-6 P.M.	10.0%	94	63	157	7.3%	68	46	114
6-7 P.M.	8.5%	80	54	134	5.9%	55	37	92
7-8 P.M.	6.1%	57	38	95	4.2%	40	27	67
8-9 P.M.	6.1%	57	39	96	3.1%	29	19	48
9-10 P.M.	4.4%	41	28	69	2.3%	21	15	36
10-11 P.M.	2.1%	20	13	33	1.0%	9	6	15
11-12 P.M.	1.3%	12	8	20	0.6%	6	4	10
Total:	**100.00%**	**935**	**631**	**1,566**	**100.00%**	**935**	**631**	**1,566**

SIGNAL WARRANT ANALYSIS

This signal warrant analysis was conducted in accordance with the procedures of the ***Manual on Uniform Control Devices*** (MUTCD) for streets and highways. According to the MUTCD, traffic signals should not be considered for installation unless one or more of the nine warrants specified therein are met and an engineering study justifies the need.

Applicable Warrants

The warrants applicable to this analysis are Warrant 1 – Eight Hour Vehicular Volume (Conditions A and B) and Warrant 2 – Four Hour Volume.

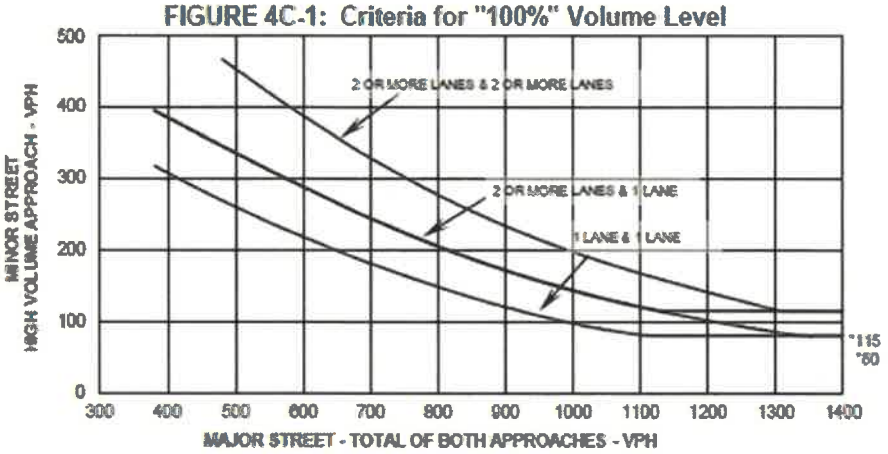
For Warrant 1, the Minimum Vehicular Volume (Condition A) is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal. The Interruption of Continuous Traffic (Condition B) is intended for application at locations where Condition A is not satisfied and where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delays or conflict in entering/crossing the major street. The MUTCD specifies that the minimum volume warrants are satisfied when for each of any eight hours of an average day the volumes are greater than the threshold values given in **Table 5.** Since the posted speed limit on SR 17 is greater than 40 mph, the 70% threshold values given in the table will be used in the analysis.

For Warrant 2, the Four-Hour Vehicular volume signal warrant, conditions are intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic control signal. This warrant is satisfied when for each of any four hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher volume minor street approach (one direction only) all fall above the applicable curve in **Figure 4** of the MUTCD for the existing combination of lanes.

The six warrants determined not to be applicable for the intersection under study are:

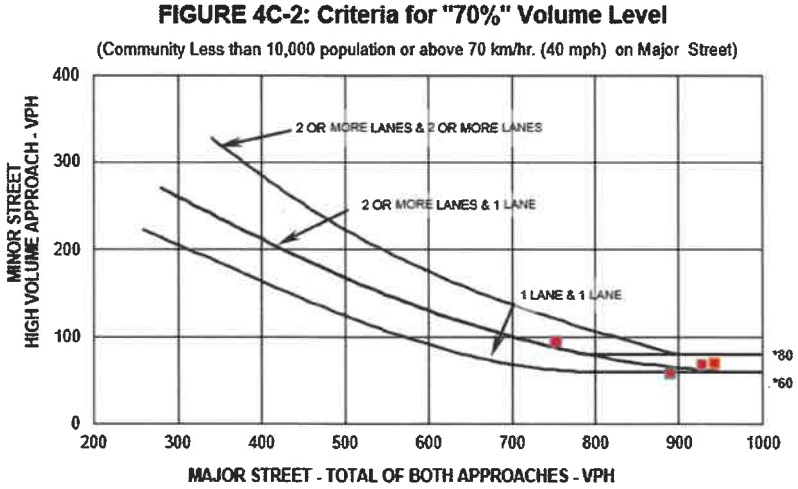
Warrant 3	-	Peak Hour (not applicable)
4	-	Pedestrian Volume (no pedestrian traffic)
5	-	School Crossing (there is no school crossing)
6	-	Coordinated Signal System (not an objective)
7	-	Crash Experience (only 1 crash in the last 5 years) (Not satisfied/Crash Diagram not included)
8	-	Roadway Network (not applicable)
9	-	Intersection Near a Grade Crossing (no grade crossing)

Figure 4
Four-Hour Vehicular Volume Warrant Chart



Note: 115 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 80 mph applies as the lower threshold volume threshold for a minor street approach with one lane.

Figure 4
Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)



* Note: 60 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 60 ph. applies as the lower threshold volume threshold for a minor street approach with one lane.

Table 6
Signal Warrant Analysis

Hour	Approach Volumes		Warrants		
	SR 17 (Total Both Approaches)	Welsh Road - WBL Only	1A	1B	2
12-1 A.M.	42	1			
1-2 A.M.	22	1			
2-3 A.M.	42	1			
3-4 A.M.	52	2			
4-5 A.M.	121	7			
5-6 A.M.	277	19			
6-7 A.M.	454	55			
7-8 A.M.	753	94		X	X
8-9 A.M.	611	80		X	
9-10 A.M.	531	54		X	
10-11 A.M.	539	52			
11-12 P.M.	573	48			
12-1 P.M.	600	53		X	
1-2 P.M.	586	56		X	
2-3 P.M.	770	57		X	
3-4 P.M.	890	58		X	
4-5 P.M.	942	69		X	X
5-6 P.M.	927	68		X	X
6-7 P.M.	697	55		X	
7-8 P.M.	444	40			
8-9 P.M.	367	29			
9-10 P.M.	245	21			
10-11 P.M.	180	9			
11-12 P.M.	101	6			
		Hours Required:	**8**	**8**	**4**
		Hours Satisfied:	**0**	**10**	**3**

APPENDICES

Prepared by National Data & Surveying Services

VOLUME

N Scenic Hwy/SR 17 N/O Welsh Rd

Day: Wednesday
Date: 2/12/2025

City: Dundee
Project #: FL25_130062_001

DAILY TOTALS	NB	SB	EB	WB	Total
	4,188	4,494	0	0	8,682

15-Minutes Interval

TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00	5	4			9	12:00	54	49			103
0:15	4	0			4	12:15	60	73			133
0:30	2	7			9	12:30	61	55			116
0:45	6	4			10	12:45	56	73			129
1:00	1	1			2	13:00	64	42			106
1:15	4	4			8	13:15	52	68			120
1:30	1	3			4	13:30	47	52			99
1:45	1	3			4	13:45	62	75			137
2:00	4	5			9	14:00	55	72			127
2:15	2	3			5	14:15	77	76			153
2:30	4	7			11	14:30	73	87			160
2:45	5	6			11	14:45	94	88			182
3:00	3	6			9	15:00	74	72			146
3:15	5	7			12	15:15	78	93			171
3:30	7	6			13	15:30	103	87			190
3:45	6	6			12	15:45	101	104			205
4:00	4	8			12	16:00	88	98			186
4:15	15	10			25	16:15	78	91			169
4:30	15	12			27	16:30	105	111			216
4:45	23	23			46	16:45	85	78			163
5:00	16	21			37	17:00	82	100			182
5:15	21	30			51	17:15	105	80			185
5:30	44	38			82	17:30	90	115			205
5:45	42	43			85	17:45	79	76			155
6:00	29	30			59	18:00	76	89			165
6:15	52	43			95	18:15	60	70			130
6:30	61	58			119	18:30	59	55			114
6:45	61	71			132	18:45	70	52			122
7:00	56	87			143	19:00	42	34			76
7:15	88	89			177	19:15	45	42			87
7:30	90	91			181	19:30	43	39			82
7:45	85	79			164	19:45	40	44			84
8:00	57	88			145	20:00	37	41			78
8:15	61	63			124	20:15	32	36			68
8:30	64	69			133	20:30	20	28			48
8:45	56	63			119	20:45	33	29			62
9:00	61	70			131	21:00	23	21			44
9:15	42	62			104	21:15	26	30			56
9:30	49	53			102	21:30	17	22			39
9:45	56	59			115	21:45	16	11			27
10:00	57	61			118	22:00	25	13			38
10:15	58	64			122	22:15	17	14			31
10:30	48	57			105	22:30	20	13			33
10:45	39	62			101	22:45	19	18			37
11:00	48	66			114	23:00	16	15			31
11:15	44	58			102	23:15	8	10			18
11:30	52	75			127	23:30	6	9			15
11:45	53	64			117	23:45	8	5			13
TOTALS	1607	1839	0	0	3446	TOTALS	2581	2655	0	0	5236
SPLIT %	47%	53%	0%	0%	40%	SPLIT %	49%	51%	0%	0%	60%

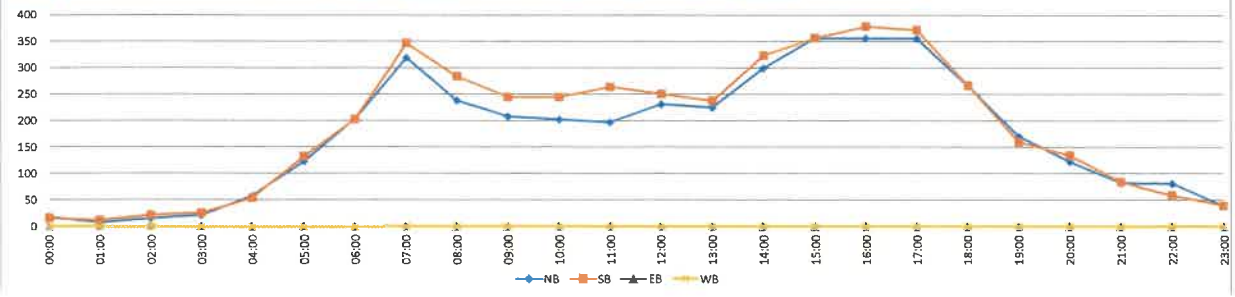
DAILY TOTALS

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00	17	15			32
01:00	02:00	7	11			18
02:00	03:00	15	21			36
03:00	04:00	21	25			46
04:00	05:00	57	53			110
05:00	06:00	123	132			255
06:00	07:00	203	202			405
07:00	08:00	319	346			665
08:00	09:00	238	283			521
09:00	10:00	208	244			452
10:00	11:00	202	244			446
11:00	12:00	197	263			460
12:00	13:00	231	250			481
13:00	14:00	225	237			462
14:00	15:00	299	323			622
15:00	16:00	356	356			712
16:00	17:00	356	378			734
17:00	18:00	356	371			727
18:00	19:00	265	266			531
19:00	20:00	170	159			329
20:00	21:00	122	134			256
21:00	22:00	82	84			166
22:00	23:00	81	58			139
23:00	00:00	38	39			77

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume	1607	1839			3446
Peak Hour	7:15	7:15			7:15
Peak Volume	320	347			667
Peak Hour Factor	0.889	0.953			0.921
Peak Period	12:00	to	00:00		
Volume	2581	2655			5236
Peak Hour	16:30	15:45			15:45
Peak Volume	377	404			776
Peak Hour Factor	0.898	0.910			0.898
Peak Period	07:00	to	09:00		
Volume	557	629			1186
Peak Hour	7:15	7:15			7:15
Peak Volume	320	347			667
Peak Hour Factor	0.889	0.953			0.921
Peak Period	16:00	to	18:00		
Volume	712	749			1461
Peak Hour	16:30	16:15			16:30
Peak Volume	377	380			746
Peak Hour Factor	0.898	0.856			0.863



APPENDIX B

ITE Trip Generation Data, ITE Hourly Variation Rates

Hourly Distribution of Entering and Exiting Vehicle Trips by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

Land Use Code	210			210			210		
Land Use	Single-Family Detached Housing			Single-Family Detached Housing			Single-Family Detached Housing		
Setting	General Urban/Suburban			General Urban/Suburban			General Urban/Suburban		
Time Period	Weekday			Saturday			Sunday		
# Data Sites	7			3			2		
	% of 24-Hour Vehicle Trips			% of 24-Hour Vehicle Trips			% of 24-Hour Vehicle Trips		
Time	Total	Entering	Exiting	Total	Entering	Exiting	Total	Entering	Exiting
12:00 - 1:00 AM	0.3%	0.5%	0.2%	0.8%	0.6%	1.0%	0.6%	0.6%	0.6%
1:00 - 2:00 AM	0.2%	0.2%	0.1%	0.4%	0.6%	0.2%	0.6%	1.2%	0.0%
2:00 - 3:00 AM	0.2%	0.3%	0.1%	0.3%	0.4%	0.2%	0.0%	0.0%	0.0%
3:00 - 4:00 AM	0.2%	0.2%	0.2%	0.5%	0.4%	0.6%	0.3%	0.0%	0.6%
4:00 - 5:00 AM	0.6%	0.3%	0.8%	0.5%	0.6%	0.4%	0.0%	0.0%	0.0%
5:00 - 6:00 AM	1.2%	0.5%	2.0%	1.0%	0.8%	1.2%	1.8%	1.8%	1.8%
6:00 - 7:00 AM	3.7%	1.6%	5.8%	1.0%	0.4%	1.5%	1.5%	1.8%	1.2%
7:00 - 8:00 AM	6.5%	3.1%	10.0%	2.0%	0.8%	3.3%	1.8%	0.6%	3.0%
8:00 - 9:00 AM	6.2%	3.8%	8.5%	3.8%	2.5%	5.2%	4.7%	0.6%	9.0%
9:00 - 10:00 AM	4.6%	3.3%	5.8%	5.5%	5.0%	6.0%	4.7%	3.5%	6.0%
10:00 - 11:00 AM	4.9%	4.2%	5.6%	8.2%	6.2%	10.2%	11.5%	8.8%	14.4%
11:00 - 12:00 PM	5.3%	5.4%	5.1%	7.2%	8.7%	5.8%	7.7%	8.2%	7.2%
12:00 - 1:00 PM	5.7%	5.7%	5.7%	7.7%	7.3%	8.1%	9.2%	10.5%	7.8%
1:00 - 2:00 PM	6.1%	6.1%	6.0%	8.1%	7.1%	9.0%	9.8%	10.5%	9.0%
2:00 - 3:00 PM	6.6%	7.1%	6.1%	8.0%	8.7%	7.3%	5.9%	5.8%	6.0%
3:00 - 4:00 PM	7.5%	8.7%	6.2%	9.2%	9.8%	8.7%	4.4%	5.8%	3.0%
4:00 - 5:00 PM	8.9%	10.5%	7.4%	6.2%	6.9%	5.4%	8.3%	8.2%	8.4%
5:00 - 6:00 PM	8.7%	10.0%	7.3%	8.4%	9.6%	7.1%	9.8%	11.1%	8.4%
6:00 - 7:00 PM	7.2%	8.5%	5.9%	6.0%	7.3%	4.6%	6.2%	5.8%	6.6%
7:00 - 8:00 PM	5.1%	6.1%	4.2%	5.1%	4.8%	5.4%	5.3%	7.0%	3.6%
8:00 - 9:00 PM	4.6%	6.1%	3.1%	4.8%	6.0%	3.7%	4.1%	5.8%	2.4%
9:00 - 10:00 PM	3.3%	4.4%	2.3%	2.4%	2.7%	2.1%	0.3%	0.6%	0.0%
10:00 - 11:00 PM	1.6%	2.1%	1.0%	1.7%	1.5%	1.9%	1.5%	1.8%	1.2%
11:00 - 12:00 AM	1.0%	1.3%	0.6%	1.4%	1.5%	1.3%	0.0%	0.0%	0.0%

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:
County: 16 – Polk
District: One

Engineer: SS
Date: May 19, 2025

Major Street: SR 17 Lanes: 1 Major Approach Speed: 55
Minor Street: Welsh Road Lanes: 1 Minor Approach Speed: 25

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY ☑ 70% ☐ 100%

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

*Warrant 1 is satisfied if Condition A **or** Condition B is "100%" satisfied for eight hours.* ☐ Yes ☑ No

*Warrant 1 is also satisfied if both Condition A **and** Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems).* ☐ Yes ☑ No

*Warrant 1 is satisfied if Condition A **or** Condition B is "70%" satisfied for eight hours.* ☑ Yes ☐ No

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

Applicable: ☑ Yes ☐ No
100% Satisfied: ☐ Yes ☑ No
80% Satisfied: ☐ Yes ☑ No
70% Satisfied: ☐ Yes ☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	Minor	100%[a]	80%[b]	70%[c]	100%[a]	80%[b]	70%[c]
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

[a] Basic Minimum hourly volume
[b] Used for combination of Conditions A and B after adequate trial of other remedial measures
[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours							
	7-8 A.M.	8-9 A.M.	9-10 A.M.	12-1 P.M.	1-2 P.M.	2-3 P.M.	3-4 P.M.	4-5 P.M.
Major	753	611	531	600	586	770	890	942
Minor	94	80	54	53	56	57	58	69

Existing Volumes

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:
County: 16 – Polk
District: One

Engineer: SS
Date: May 19, 2025

Major Street: SR 17 Lanes: 1 Major Approach Speed: 55
Minor Street: Welsh Road Lanes: 1 Minor Approach Speed: 25

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY ☑ 70% ☐ 100%

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

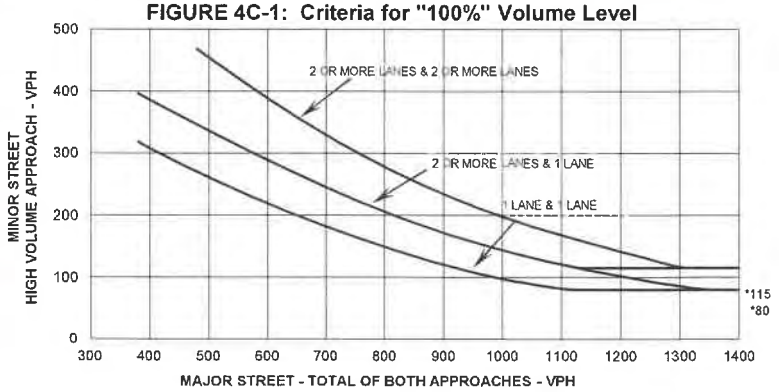
Applicable: ☑ Yes ☐ No
Satisfied: ☐ Yes ☑ No

Plot four volume combinations on the applicable figure below.

100% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street

FIGURE 4C-1: Criteria for "100%" Volume Level



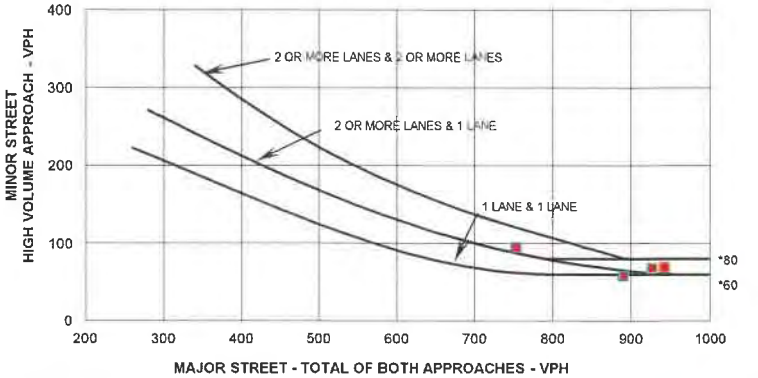
** Note: 115 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 80 mph applies as the lower threshold volume threshold for a minor street approach with one lane.*

70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
7-8 A.M.	753	94
3-4 P.M.	890	58
4-5 P.M.	942	69
5-6 P.M.	927	68

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr. (40 mph) on Major Street)



** Note: 80 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 60 ph. applies as the lower threshold volume threshold for a minor street approach with one lane.*

STAGE 1 ICE REPORT

SR 17 & WAVERLY ROAD
VALENCIA RIDGE
POLK COUNTY, FLORIDA

Prepared for:

Cornerstone Land Company
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Clearwater, Florida 33762

Prepared by:

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June 2025
REVISED
August 2025

TPD № 5611.2

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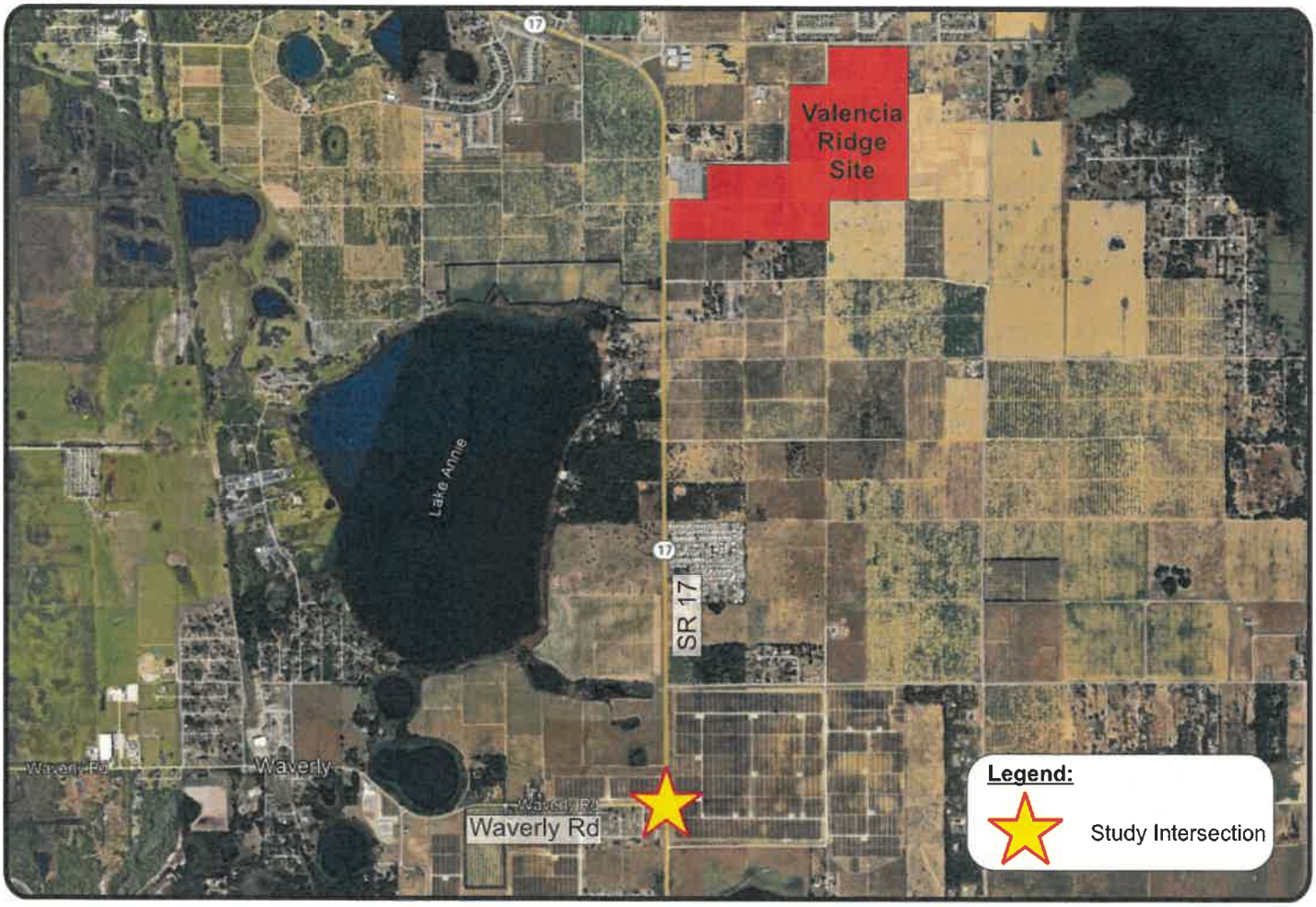
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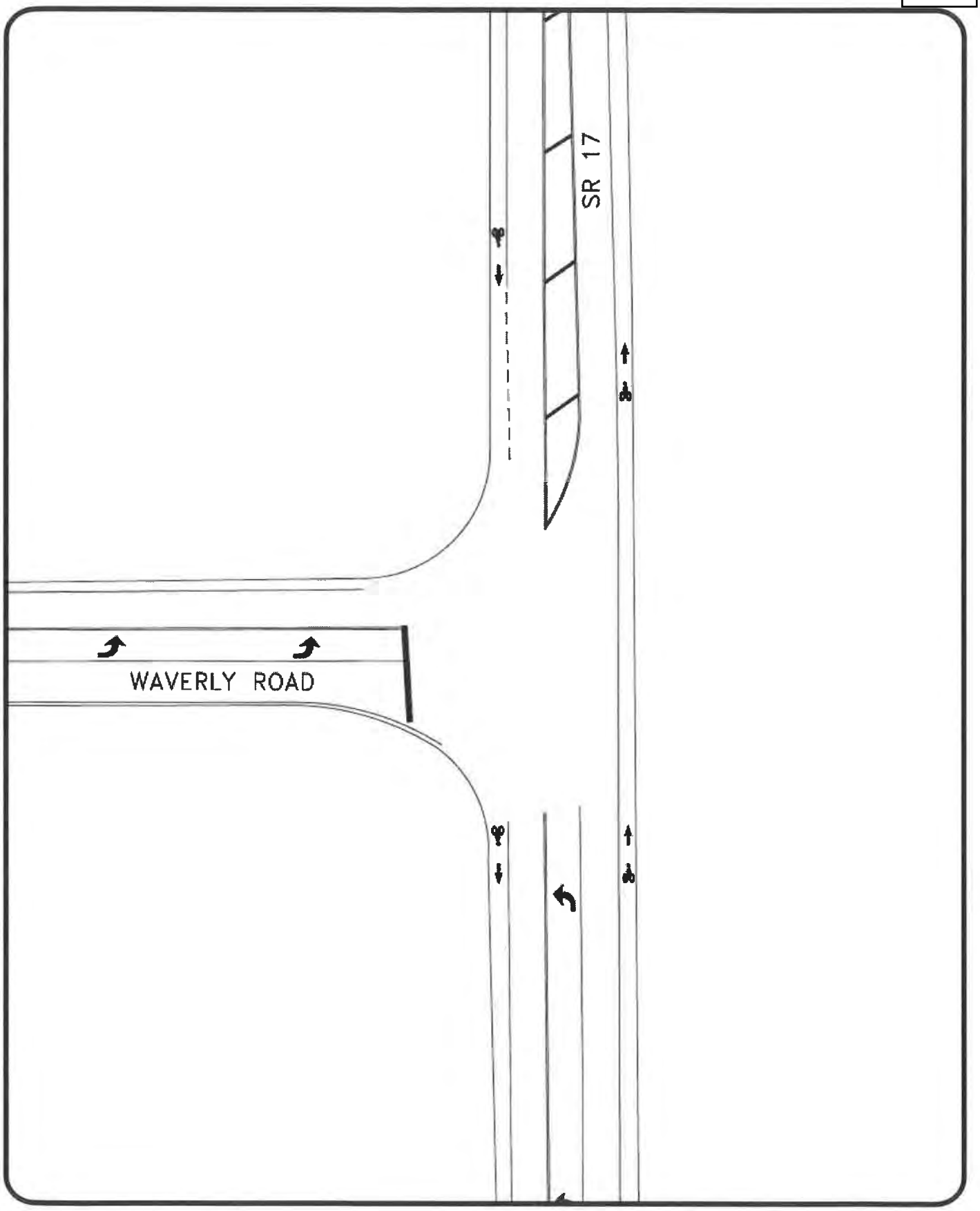
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SR 17 & Waverly Road - Stage 1 ICE
Project № 5611.2
Figure 1

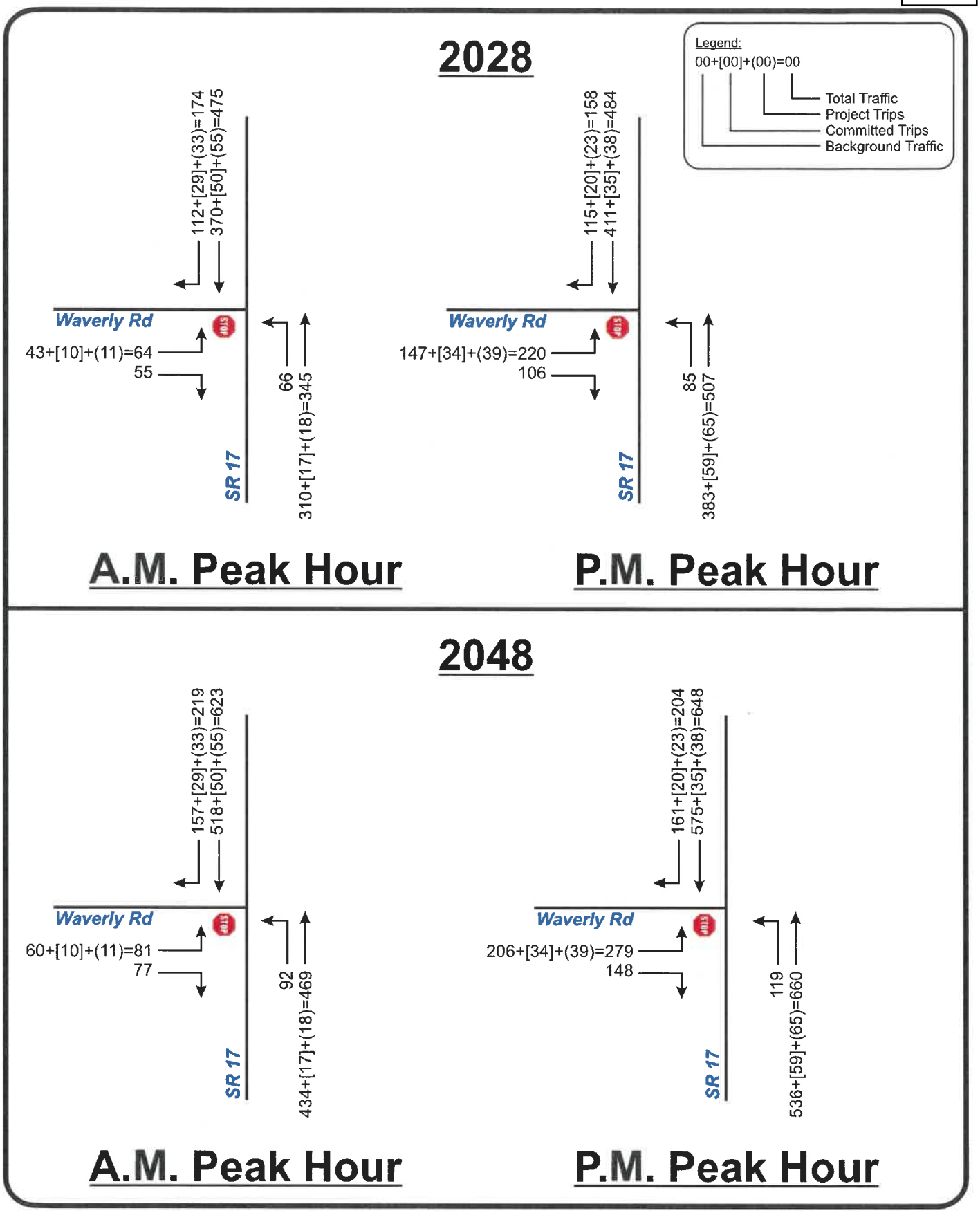
Intersection Location



SR 17 & Waverly Road - Stage 1 ICE
Project № 5611.2
Figure 2

Proposed Lane Configuration

N
NTS



SR 17 & Waverly Road - Stage 1 ICE
Project № 5611.2
Figure 3

Projected A.M./P.M. Peak Hour Volumes

Table 1
2048 Design Year CAP-X Results

Type of Intersection	Time Period	Overall v/c Ratio	v/c Ranking	Pedestrian Accommodation Score	Bicycle Accommodation Score
Traffic Signal	A.M.	0.56	2	4.80	4.33
	P.M.	0.61	2	4.80	4.33
2NS x 1EW Roundabout	A.M.	0.36	1	5.04	4.28
	P.M.	0.54	1	5.01	4.17
1 x 1 Roundabout	A.M.	0.70	3	5.24	4.50
	P.M.	0.78	3	5.19	4.44

Preliminary Safety Analysis

FDOT's SPICE (Safety Performance for Intersection Control Evaluation) is a planning level tool used to provide a comparison of intersection safety characteristics. Daily volumes are used in these calculations, as described in the Applicable Volumes section of the report. The results of the analysis are summarized below in **Table 2**. The detailed SPICE Summary Report is included in **Appendix E.**

Table 2
SPICE Results Summary

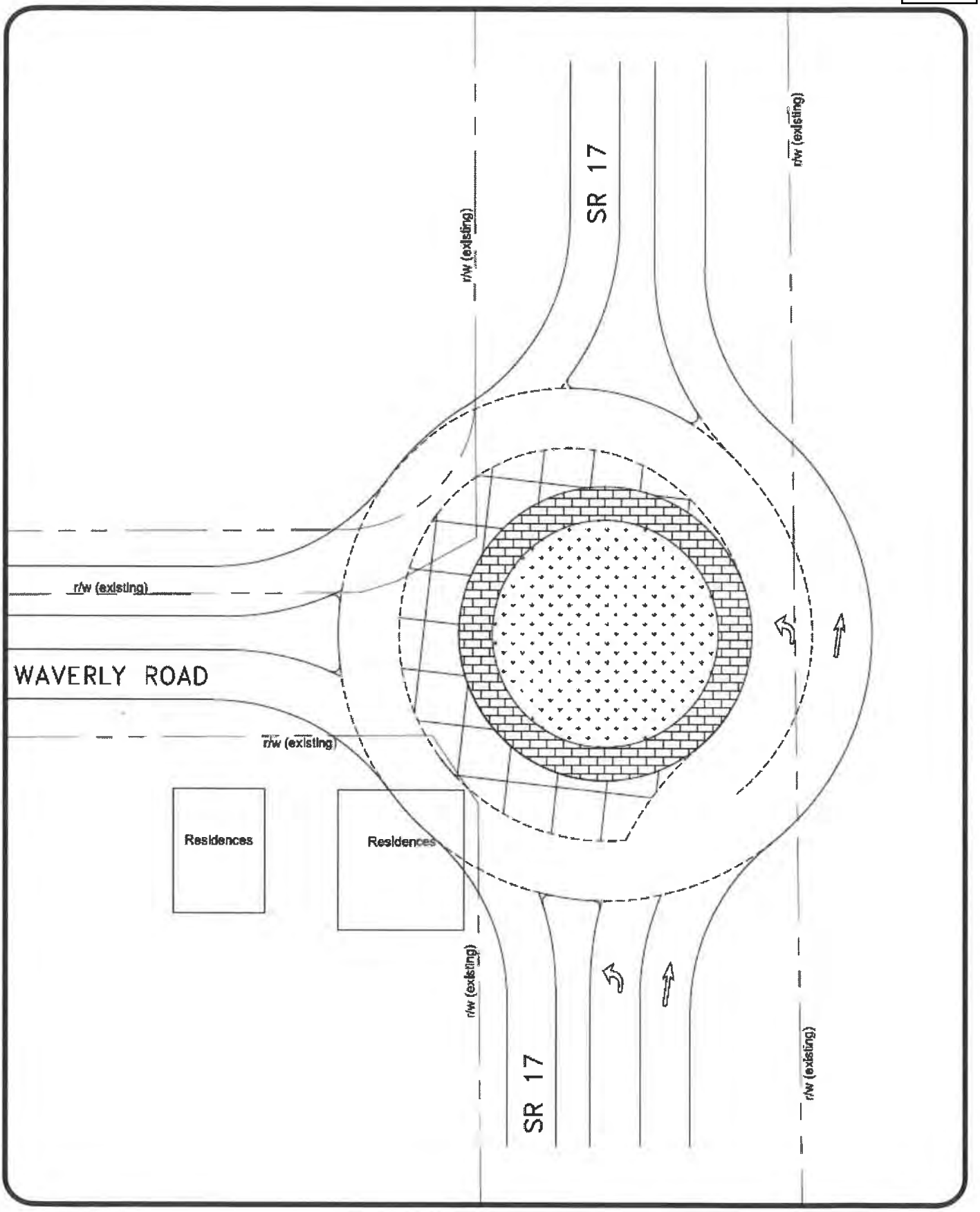
Type of Intersection	Type of Crash	Number of Crashes			SSI Score	
		Opening Year	Design Year	Total Project Life Cycle	Opening Year	Design Year
Traffic Signal	Total	2.70	3.41	64.19	95	91
	Fatal & Injury	1.01	1.27	23.94		
1-Lane Roundabout	Total	1.11	1.57	29.92	99	99
	Fatal & Injury	0.30	0.53	9.49		
2-Lane Roundabout	Total	7.31	12.83	231.32	99	98
	Fatal & Injury	0.97	1.91	33.42		

Design Concepts and Right of Way

Preliminary design concepts for a Traffic Signal and for a Roundabout are shown in **Figures 4a** and **4b**, respectively.

When cross-referenced with known right-of-way information (included in Appendix C), it is revealed that the area required for Roundabout placement far exceeds right of way limitations. Right of way in this corridor is limited, with 95' total width and no developer ownership adjacent to the intersection.

The Signal option can operate within existing and sidestreet dedicated right of way.



SR 17 & Waverly Road - Stage 1 ICE
Project № 5611.2
Figure 4b

Design Concept:
Multi-Lane Roundabout

N
NTS

SUMMARY OF FINDINGS

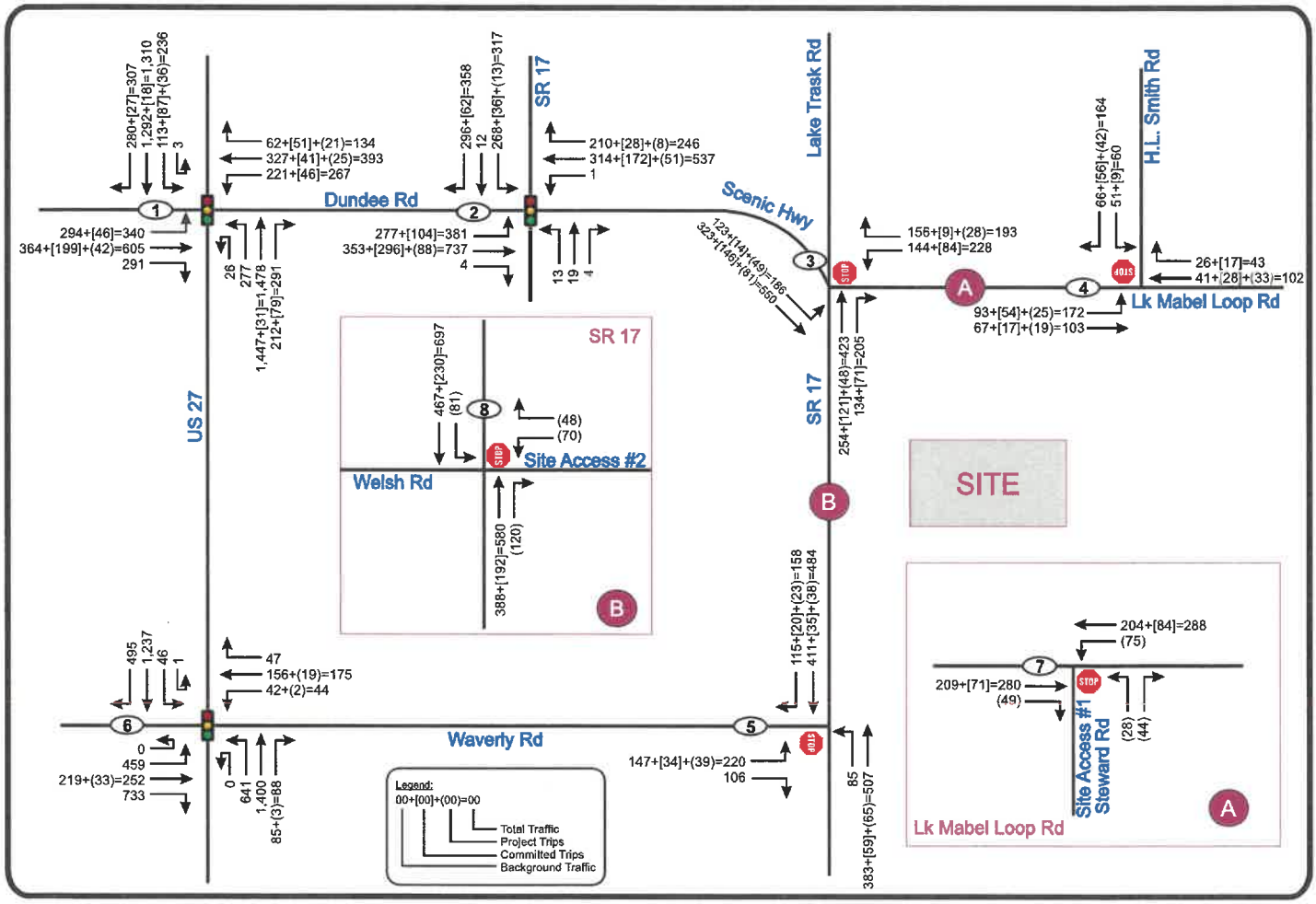
This memorandum was prepared in order to document the Stage 1 ICE findings for the intersection of SR 17 and Waverly Road for the Valencia Ridge development, located in Polk County, Florida.

Use of FDOT's Stage 1 ICE tools indicates that the Signal and Roundabout control types are viable intersection control alternatives. However, review of the available right-of-way at the study intersection indicates that there is insufficient right-of-way to construct a Roundabout.

Therefore, a Traffic Signal is considered the optimal control strategy for the intersection of SR 17 and Waverly Road. All findings are summarized in the Stage 1 ICE Summary, included in **Appendix F**.

APPENDIX A

Projected A.M./P.M. Peak Hour Volumes (from TIA)



Valencia Ridge
Project № 5611.1
Figure 5b
Page 18

Projected 2028 P.M. Peak Hour Volumes

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 16 - POLK

SITE: 0048 - SR 17, SOUTH OF CR 540/WAVERLY ROAD

YEAR	AADT	DIRECTION 1		DIRECTION 2		*K FACTOR	D FACTOR	T FACTOR
2024	9700 F	N	4600	S	5100	9.00	56.00	10.00
2023	9500 C	N	4500	S	5000	9.00	55.00	10.00
2022	9000 F	N	4500	S	4500	9.00	55.20	8.70
2021	8800 C	N	4400	S	4400	9.00	55.30	8.70
2020	6900 C	N	3300	S	3600	9.00	53.40	6.50
2019	7900 C	N	4000	S	3900	9.00	56.00	5.50
2018	6900 C	N	3300	S	3600	9.00	54.50	5.30
2017	7200 C	N	3500	S	3700	9.00	54.50	7.70
2016	6200 F	N	3000	S	3200	9.00	53.30	7.70
2015	5800 C	N	2800	S	3000	9.00	55.70	7.70
2014	5600 C	N	2700	S	2900	9.00	55.60	9.60
2013	5500 C	N	2700	S	2800	9.00	55.90	8.90
2012	5200 C	N	2600	S	2600	9.00	55.80	10.20
2011	5800 F	N	2800	S	3000	9.00	55.70	10.30
2010	5800 C	N	2800	S	3000	9.55	56.07	10.30
2009	6000 C	N	2900	S	3100	9.36	56.35	8.70

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

PROPOSED DEVELOPMENT AND TRIP GENERATION

The proposed development will consist of 576 single family dwelling units to be completed by 2028. To determine the impact of this development in the area, an analysis of its traffic characteristics was made. This included the determination of the trips generated and the distribution/assignment of these trips to the surrounding roadways.

Trip Generation

The trip generation of the proposed development was calculated with the use of equations obtained from the 11th Edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual.* **Table 3** provides a summary of the trip generation calculation, and the ITE trip generation sheets are included in **Appendix E**. As can be seen from the table, the development is expected to generate 5,052 daily trips, of which 367 will occur in the A.M. peak hour and 515 in the P.M. peak hour.

Table 3
Trip Generation Summary

ITE Code	Land Use	Size	Daily		A.M. Peak Hour				P.M. Peak Hour			
			Rate*	Trips	Rate*	Enter	Exit	Total	Rate*	Enter	Exit	Total
210	Single-Family Detached Housing	576 DU**	8.77	5,052	0.64	92	275	367	0.89	325	190	515

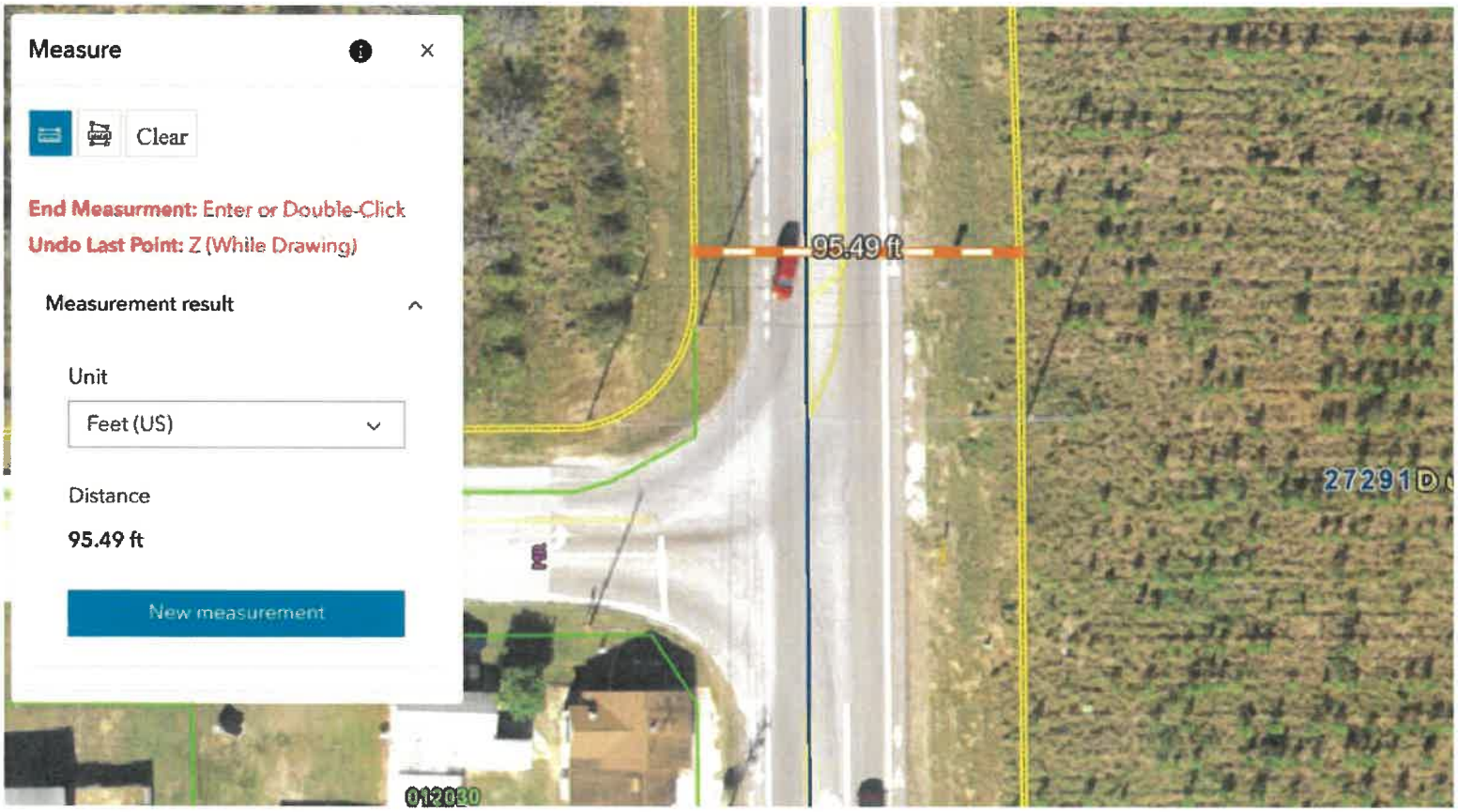
* $R^2 > 0.75$, therefore Equations used
** DU = Dwelling Unit

Trip Distribution/Trip Assignment

The project's trip distribution was determined with the use of the FDOT Model (D1RMP V.2) which was slightly modified to add a traffic zone representing the project. Subsequently, the model was run with a Select Zone Analysis which produced a distribution pattern for the project trips as shown in **Figure 4.** Utilizing this distribution pattern, the project's trips were assigned to the study roadway segments. The model distribution plots are included in **Appendix F**.

APPENDIX C

ROW Documentation


Measure
Clear
End Measurment: Enter or Double-Click
Undo Last Point: Z (While Drawing)
Measurement result
Unit
Feet (US)
Distance
95.49 ft
New measurement
95.49 ft
27291
012030

Capacity Analysis for Planning of Junctions

Detailed Report - Page 1 of 4

Project Name	Valencia Ridge
Project Number	5611
Location	SR 17 & Waverly Rd (Polk County)
Date	5-9-2025 (2028 A.M. Peak Hour)
Number of Intersection Legs	3
Which leg is the minor stree	W
Analysis Type	At-Grade Intersections Only

Estimated Volume-to-Capacity Ratio			
Number of Configurations			
< 0.750	0.750 - 0.875	0.875 - 1.00	> 1.00
3	0	0	0

Traffic Volume Demand

	Volume (Veh/hr)				Percent (%)	
	U-Turn	Left	Thru	Right	Heavy Vehicles	Volume Growth
Eastbound	0	64	0	55	14.00%	0.00%
Westbound						
Southbound	0	0	475	174	4.00%	0.00%
Northbound	0	66	345	0	6.00%	0.00%
Adjustment Factor	0.80	0.95		0.85		
Suggested	**0.60**	**0.95**		**0.85**		

Truck to PCE Factor	**Suggested = 2.00**	2.00
FDOT Context Zone	**C2-Rural**	
Critical Lane Volume Threshold — 2-phase signal	**Suggested = 1800**	**1800**
Critical Lane Volume Threshold — 3-phase signal	**Suggested = 1750**	**1750**
Critical Lane Volume Threshold — 4-phase signal	**Suggested = 1700**	**1700**

Capacity Analysis for Planning of Junctions

Detailed Report - Page 2 of 4

Number of Lanes for Non-roundabout Intersections

TYPE OF INTERSECTION	Sheet	Northbound				Southbound				Eastbound				Westbound			
		U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Traffic Signal	FULL		1	1	0		0	1	0		1	0	1				

Number of Lanes for Ramp Terminal Intersections

TYPE OF RAMP TERMINAL INTERSECTION	Sheet	Northbound				Southbound				Eastbound				Westbound			
		U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R

Capacity Analysis for Planning of Junctions

Detailed Report - Page 3 of 4

Results for Non-roundabout Intersections

TYPE OF INTERSECTION	Sheet	Zone 1 (North)		Zone 2 (South)		Zone 3 (East)		Zone 4 (West)		Zone 5 (Center)		Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
		CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C			
Traffic Signal	FULL									753	0.43	0.43	4.80	4.33

Capacity Analysis for Planning of Junctions

Detailed Report - Page 4 of 4

Results for Roundabouts

TYPE OF ROUNDABOUT	Zone 1 (North) (V/C)			Zone 3 (East) (V/C)			Zone 2 (South) (V/C)			Zone 4 (West) (V/C)			Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3			
1 X 1	0.53			0.16			0.34			0.00			0.53	5.34	4.50
2NS X 1EW	0.25	0.27		0.15			0.16	0.17		0.00			0.27	5.12	4.28

Results for Ramp Terminal Intersections

TYPE OF RAMP TERMINAL INTERSECTION	Sheet	Zone 1 (Rt Mrg)		Zone 2 (Lt Mrg)		Zone 3 (Ctr. 1)		Zone 4 (Ctr. 2)		Zone 5 (Lt Mrg)		Zone 6 (Rt Mrg)		Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
		CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C			

Capacity Analysis for Planning of Junctions

Detailed Report - Page 1 of 4

Project Name	Valencia Ridge
Project Number	5611
Location	SR 17 & Waverly Rd (Polk County)
Date	5-9-2025 (2048 A.M. Peak Hour)
Number of Intersection Legs	3
Which leg is the minor stree	W
Analysis Type	At-Grade Intersections Only

Estimated Volume-to-Capacity Ratio			
Number of Configurations			
< 0.750	0.750 - 0.875	0.875 - 1.00	> 1.00
3	0	0	0

Traffic Volume Demand

	Volume (Veh/hr)				Percent (%)	
	U-Turn	Left	Thru	Right	Heavy Vehicles	Volume Growth
Eastbound	0	81	0	77	14.00%	0.00%
Westbound						
Southbound	0	0	623	219	4.00%	0.00%
Northbound	0	92	469	0	6.00%	0.00%
Adjustment Factor	0.80	0.95		0.85		
Suggested	**0.60**	**0.95**		**0.85**		

Truck to PCE Factor	**Suggested = 2.00**	2.00
FDOT Context Zone	**C2-Rural**	
Critical Lane Volume Threshold	2-phase signal	**Suggested = 1800** / **1800**
	3-phase signal	**Suggested = 1750** / **1750**
	4-phase signal	**Suggested = 1700** / **1700**

Capacity Analysis for Planning of Junctions

Detailed Report - Page 2 of 4

Number of Lanes for Non-roundabout Intersections

TYPE OF INTERSECTION	Sheet	Northbound				Southbound				Eastbound				Westbound			
		U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Traffic Signal	FULL		1	1	0		0	1	0		1	0	1				

Number of Lanes for Ramp Terminal Intersections

TYPE OF RAMP TERMINAL INTERSECTION	Sheet	Northbound				Southbound				Eastbound				Westbound			
		U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R

Capacity Analysis for Planning of Junctions

Detailed Report - Page 3 of 4

Results for Non-roundabout Intersections

TYPE OF INTERSECTION	Sheet	Zone 1 (North)		Zone 2 (South)		Zone 3 (East)		Zone 4 (West)		Zone 5 (Center)		Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
		CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C			
Traffic Signal	FULL									985	0.56	0.56	4.80	4.33

Capacity Analysis for Planning of Junctions

Detailed Report - Page 4 of 4

Results for Roundabouts

TYPE OF ROUNDABOUT	Zone 1 (North) (V/C)			Zone 3 (East) (V/C)			Zone 2 (South) (V/C)			Zone 4 (West) (V/C)			Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3			
1 X 1	0.70			0.25			0.47			0.00			0.70	5.24	4.50
2NS X 1EW	0.33	0.36		0.22			0.23	0.24		0.00			0.36	5.04	4.28

Results for Ramp Terminal Intersections

TYPE OF RAMP TERMINAL INTERSECTION	Sheet	Zone 1 (Rt Mrg)		Zone 2 (Lt Mrg)		Zone 3 (Ctr. 1)		Zone 4 (Ctr. 2)		Zone 5 (Lt Mrg)		Zone 6 (Rt Mrg)		Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
		CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C			

APPENDIX E

SPICE Summary Report

APPENDIX F

ICE Summary Form

Minor Street Information											
Roadway ID		Route Name(s)	Waverly Road					Milepoint (if app.)			
Existing Control Type	Two-way Stop-Control			Existing AADT	6,400			Design Year AADT	10,283		
Design Vehicle	Single Unit Truck (SU)			Control Vehicle	Single Unit Truck (SU)						
Primary Functional Classification	Rural Local							Design Speed (mph)	45		
Secondary Functional Classification (if app.)								Target Speed (mph) [if app.]			
Approach #1	Direction	Eastbound		Number of Lanes		Study Period #1 Traffic Volumes		Study Period #2 Traffic Volumes			
	Sidewalks along:	Neither side of the approach		Left-Turn	1						
	Crosswalk on Approach?	No		Left-Through		Weekday AM Peak		Weekday PM Peak			
	On-Street Bike Facilities?	No		Through		Left	81	Left	279		
	Multi-Use Path?	No		Left-Through-Right	0	Through	0	Through	0		
	Scheduled Bus Service?	No		Through-Right		Right	77	Right	148		
	Bus Stop on Approach?	No		Right-Turn	1	Daily Truck %		0.0%			
Approach #2	Direction			Number of Lanes		Study Period #1 Traffic Volumes		Study Period #2 Traffic Volumes			
	Sidewalks along:	One side of the approach		Left-Turn							
	Crosswalk on Approach?	Yes		Left-Through		Weekday AM Peak		Weekday PM Peak			
	On-Street Bike Facilities?	No		Through		Left	0	Left	0		
	Multi-Use Path?	No		Left-Through-Right	1	Through	0	Through	0		
	Scheduled Bus Service?	No		Through-Right		Right	0	Right	0		
	Bus Stop on Approach?	No		Right-Turn		Daily Truck %		4.0%			
Approach #3	Direction			Number of Lanes		Study Period #1 Traffic Volumes		Study Period #2 Traffic Volumes			
	Sidewalks along:			Left-Turn							
	Crosswalk on Approach?			Left-Through		Weekday AM Peak		Weekday PM Peak			
	On-Street Bike Facilities?			Through		Left		Left			
	Multi-Use Path?			Left-Through-Right		Through		Through			
	Scheduled Bus Service?			Through-Right		Right		Right			
	Bus Stop on Approach?			Right-Turn		Daily Truck %					

Crash History (Existing Intersections Only)
Append the most recent five-years of crash data for the intersection from the CAR System. If the crash data evidences any issues relating to safety performance, discuss briefly here:
Only 13 crashes have occurred at the intersection in the last eight years according to data obtained from FDOT.

Resolution					
To be filled out by FDOT District Traffic Operations Engineer and District Design Engineer					
Accept Recommendation ☐			Reject Recommendation ☐		
DTOE Name		Signature		Date	
DTOE Comments					
DDE Name		Signature		Date	
DDE Comments					

SIGNAL WARRANT ANALYSIS

SR 17 & WAVERLY ROAD
POLK COUNTY, FLORIDA

Prepared for:

Cornerstone Land Company
1901 Ulmerton Road, Suite 475
Clearwater, Florida 33762

Prepared by:

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535 Versailles Drive
Maitland, Florida 32751
407-628-9955

May 2025

TPD No. 5611.2

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A Existing Counts, FDOT Seasonal Factor Report
B ITE Trip Generation Data, ITE Hourly Variation Rates
C FDOT Signal Warrant Summary Worksheets

INTRODUCTION

This Signal Warrant Analysis was conducted in order to determine the need of and justification for the installation of a traffic signal at the intersection of SR 17 (Scenic Highway) and Waverly Road in Dundee, Polk County. It is proposed that Valencia Ridge, a 576-unit single family development be developed on a site east of SR 17 approximately 2.0 miles north of Waverly Road. **Figure 1** depicts the study intersection, the Valencia Ridge site location, and the area roadways. The analysis was performed in order to determine if a signal would become warranted due to the construction of the Valencia Ridge development, anticipated to be completed by the end of 2028.

EXISTING TRAFFIC CONDITIONS

SR 17 is a two-lane undivided urban collector roadway with a posted speed limit of 55 mph adjacent to the study intersection. Based on counts made in 2025, it carries a daily traffic volume of approximately 8,700 vehicles per day. Waverly Road is a two-lane urban collector, with a posted speed limit of 45 mph and a daily traffic volume of approximately 6,400 vehicles per day.

Intersection Configuration

The existing geometry at the intersection of SR 17 and Waverly Road is illustrated in **Figure 2.** As can be seen, SR 17 has one through lane in each direction, as well as an auxiliary northbound left turn lane. Waverly Road intersects with SR 17 perpendicularly from the west to form a 'T' intersection and has separate right and left turn lanes.

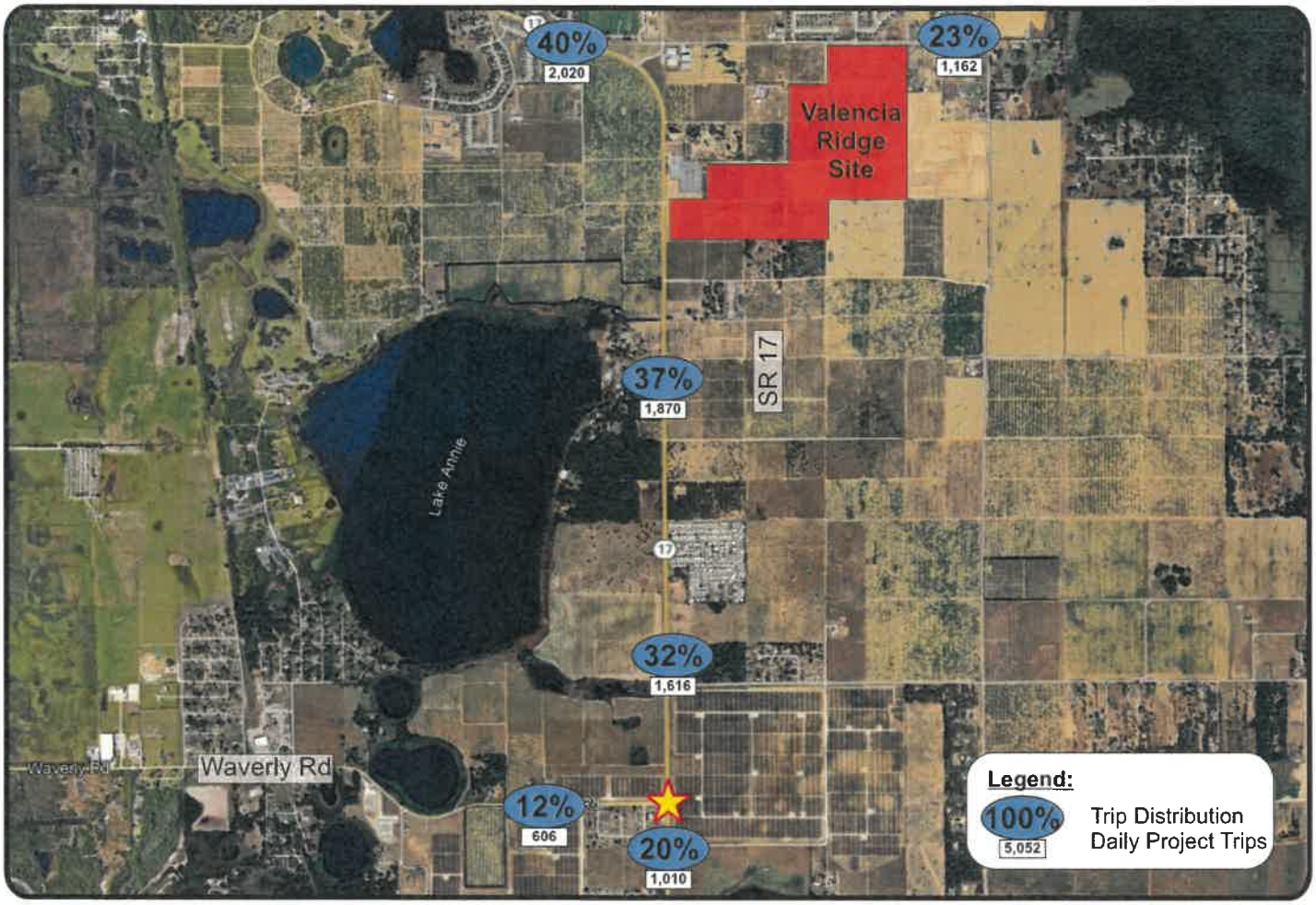
Hourly Traffic Counts

Hourly turning movement counts were collected at the study intersection for the hours of 6:00 A.M. to 9:00 P.M. for use in the analysis. These counts were made on May 13th, 2025, when the FDOT Seasonal Factor for Polk County was 1.00. Therefore, the counts were not adjusted.

In order to determine the background growth of the existing traffic to the buildout year of 2028, the 2% annual growth rate obtained from the Polk TPO was used to grow the counts. The background volumes thus developed at each approach, summarized by the hour, are shown in **Table 1**. These background approach volumes were subsequently combined with the project trips for use in the analysis. The turning movement counts and FDOT Seasonal Factor Report are included in **Appendix A.**

Table 1
2028 Hourly Background Traffic Volumes (6:00 AM – 9:00 PM)

Hour	SR 17				Waverly Road	
	NBL	NBT	SBR	SBT	EBL	EBR
6-7 A.M.	37	210	56	234	17	21
7-8 A.M.	66	269	77	375	32	45
8-9 A.M.	50	264	76	320	43	27
9-10 A.M.	48	187	66	235	37	36
10-11 A.M.	45	213	53	243	58	33
11-12 P.M.	50	217	73	255	60	49
12-1 P.M.	50	207	54	222	82	53
1-2 P.M.	42	222	74	277	68	51
2-3 P.M.	45	339	54	316	75	67
3-4 P.M.	41	341	92	326	96	59
4-5 P.M.	53	351	70	377	110	65
5-6 P.M.	68	389	77	375	90	92
6-7 P.M.	39	301	69	266	109	46
7-8 P.M.	31	214	41	191	69	43
8-9 P.M.	13	191	34	136	67	48



SR 17 & Waverly Road SWA
Project № 5611.2
Figure 3

Trip Distribution

Table 3
Hourly Variation of Project Trips

Hour	Entering Project Trips				Exiting Project Trips			
	Entering %	NBT (20%)	EBL (12%)	Total	Exiting %	SBT (20%)	SBR (12%)	Total
12-1 A.M.	0.5%	2	1	3	0.2%	1	0	1
1-2 A.M.	0.2%	1	1	2	0.1%	1	0	1
2-3 A.M.	0.3%	1	1	2	0.1%	0	0	0
3-4 A.M.	0.2%	1	1	2	0.2%	1	1	2
4-5 A.M.	0.3%	2	1	3	0.8%	4	2	6
5-6 A.M.	0.5%	2	1	3	2.0%	10	6	16
6-7 A.M.	1.6%	8	5	13	5.8%	30	18	48
7-8 A.M.	3.1%	15	9	24	10.0%	50	30	80
8-9 A.M.	3.8%	19	11	30	8.5%	43	26	69
9-10 A.M.	3.3%	17	10	27	5.8%	29	17	46
10-11 A.M.	4.2%	21	13	34	5.6%	28	17	45
11-12 P.M.	5.4%	27	16	43	5.1%	26	15	41
12-1 P.M.	5.7%	29	17	46	5.7%	29	17	46
1-2 P.M.	6.1%	31	19	50	6.0%	30	18	48
2-3 P.M.	7.1%	36	22	58	6.1%	31	19	50
3-4 P.M.	8.7%	44	26	70	6.2%	32	19	51
4-5 P.M.	10.5%	53	32	85	7.4%	37	22	59
5-6 P.M.	10.0%	51	30	81	7.3%	37	22	59
6-7 P.M.	8.5%	43	26	69	5.9%	30	18	48
7-8 P.M.	6.1%	31	18	49	4.2%	21	13	34
8-9 P.M.	6.1%	31	19	50	3.1%	16	9	25
9-10 P.M.	4.4%	22	13	35	2.3%	12	7	19
10-11 P.M.	2.1%	11	6	17	1.0%	5	3	8
11-12 P.M.	1.3%	6	4	10	0.6%	3	2	5
Total:	**100.0%**	**504**	**302**	**806**	**100.0%**	**506**	**301**	**807**

SIGNAL WARRANT ANALYSIS

This signal warrant analysis was conducted in accordance with the procedures of the ***Manual on Uniform Control Devices*** (MUTCD) for Streets and Highways. According to the MUTCD, traffic signals should not be considered for installation unless one or more of the nine warrants specified therein are met and an engineering study justifies the need.

Applicable Warrants

The warrants applicable to this analysis are Warrant 1 – Eight Hour Vehicular Volume (Conditions A and B) and Warrant 2 – Four Hour Volume.

For Warrant 1, the Minimum Vehicular Volume (Condition A) is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal. The Interruption of Continuous Traffic (Condition B) is intended for application at locations where Condition A is not satisfied and where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delays or conflict in entering/crossing the major street. The MUTCD specifies that the minimum volume warrants are satisfied when for each of any eight hours of an average day the volumes are greater than the threshold values given in **Table 5.** Since the posted speed limit on SR 17 is greater than 40 mph, the 70% threshold values given in the table will be used in the analysis.

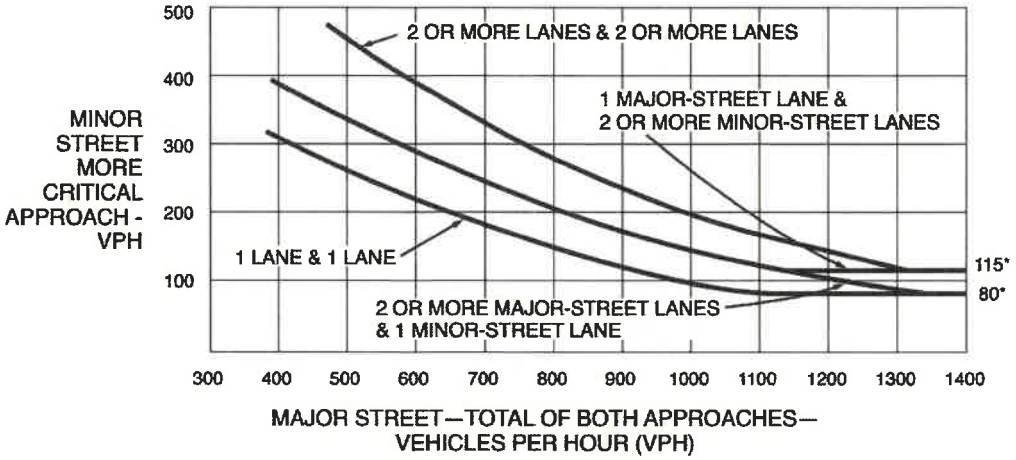
For Warrant 2, the Four-Hour Vehicular volume signal warrant, conditions are intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic control signal. This warrant is satisfied when for each of any four hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher volume minor street approach (one direction only) all fall above the applicable curve in **Figure 4** of the MUTCD for the existing combination of lanes.

The six warrants determined not to be applicable for the intersection under study are:

Warrant 3	-	Peak Hour (not applicable)
4	-	Pedestrian Volume (no pedestrian traffic)
5	-	School Crossing (there is no school crossing)
6	-	Coordinated Signal System (not an objective)
7	-	Crash Experience (see Appendix C, Crash Diagram)
8	-	Roadway Network (not applicable)
9	-	Intersection Near a Grade Crossing (no grade crossing)

Figure 4
Four-Hour Vehicular Volume Warrant Chart

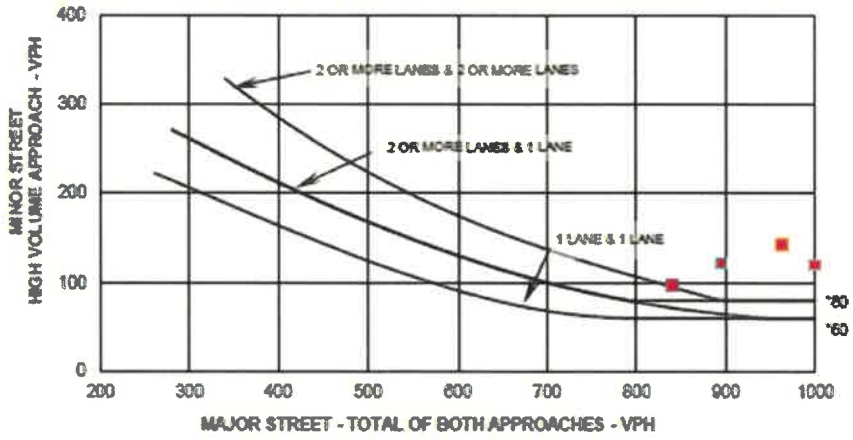
Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume



*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr. (40 mph) on Major Street)



** Note: 80 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 60 ph. applies as the lower threshold volume threshold for a minor street approach with one lane.*

Table 6
Signal Warrant Analysis

Hour	Approach Volumes		Warrants		
	Major Street (Total Both Approaches)	Minor Street	1A	1B	2
6-7 A.M.	593	22			
7-8 A.M.	882	41			
8-9 A.M.	798	54		X	
9-10 A.M.	599	47			
10-11 A.M.	620	71		X	
11-12 P.M.	663	76		X	X
12-1 P.M.	608	99		X	X
1-2 P.M.	694	87		X	X
2-3 P.M.	840	97		X	X
3-4 P.M.	895	122	X	X	X
4-5 P.M.	963	142	X	X	X
5-6 P.M.	1,019	120	X	X	X
6-7 P.M.	766	135	X	X	X
7-8 P.M.	542	87		X	
8-9 P.M.	430	86			
		Hours Required:	**8**	**8**	**4**
		Hours Satisfied:	**4**	**11**	**8**

APPENDICES

National Data & Surveying Services

Intersection Turning Movement Count

Location: SR 17/N Scenic Hwy & Waverly Rd
City: Dundee
Control: 1-Way Stop(EB)

Project ID: 25-130164-001
Date: 5/13/2025

Data - Total

NS/EW Streets:	SR 17/N Scenic Hwy				SR 17/N Scenic Hwy				Waverly Rd				Waverly Rd				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
6:00 AM	6	32	0	0	0	40	11	0	2	0	2	0	0	0	0	0	93
6:15 AM	13	51	0	0	0	41	12	0	4	0	6	0	0	0	0	0	127
6:30 AM	6	58	0	0	0	61	12	0	1	0	8	0	0	0	0	0	146
6:45 AM	10	57	0	0	0	79	18	0	9	0	4	0	0	0	0	0	177
7:00 AM	14	49	0	0	0	76	11	0	4	0	10	0	0	0	0	0	164
7:15 AM	19	62	0	0	0	96	16	0	8	0	8	0	0	0	0	0	209
7:30 AM	11	79	0	0	0	90	25	0	7	0	9	0	0	0	0	0	221
7:45 AM	18	64	0	0	0	92	21	0	11	0	15	0	0	0	0	0	221
8:00 AM	6	54	0	0	0	86	16	0	13	0	8	0	0	0	0	0	183
8:15 AM	20	63	0	0	0	72	21	0	8	0	6	0	0	0	0	0	190
8:30 AM	7	71	0	0	0	71	19	0	10	0	4	0	0	0	0	0	182
8:45 AM	14	61	0	0	0	73	16	0	10	0	7	0	0	0	0	0	181
9:00 AM	10	42	0	0	0	61	15	0	8	0	11	0	0	0	0	0	147
9:15 AM	14	30	0	0	0	50	17	0	6	0	5	0	0	0	0	0	122
9:30 AM	9	54	0	0	0	60	18	0	15	0	10	0	0	0	0	0	166
9:45 AM	12	50	0	0	0	51	12	0	6	0	8	0	0	0	0	0	139
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	189	877	0	0	0	1099	260	0	122	0	121	0	0	0	0	0	2668
APPROACH %'s :	17.73%	82.27%	0.00%	0.00%	0.00%	80.87%	19.13%	0.00%	50.21%	0.00%	49.79%	0.00%					
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	54	259	0	0	0	364	78	0	39	0	40	0	0	0	0	0	834
PEAK HR FACTOR :	0.711	0.820	0.000	0.000	0.000	0.948	0.780	0.000	0.750	0.000	0.667	0.000	0.000	0.000	0.000	0.000	0.943
		0.869				0.951				0.760							

NOON	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
10:00 AM	13	47	0	0	0	59	12	0	14	0	6	0	0	0	0	0	151
10:15 AM	11	43	0	0	0	50	12	0	11	0	9	0	0	0	0	0	136
10:30 AM	7	61	0	0	0	54	15	0	15	0	7	0	0	0	0	0	159
10:45 AM	11	50	0	0	0	66	11	0	15	0	9	0	0	0	0	0	162
11:00 AM	11	47	0	0	0	59	25	0	10	0	13	0	0	0	0	0	165
11:15 AM	11	48	0	0	0	51	16	0	18	0	9	0	0	0	0	0	153
11:30 AM	11	56	0	0	0	54	11	0	17	0	14	0	0	0	0	0	163
11:45 AM	14	54	0	0	0	77	17	0	12	0	10	0	0	0	0	0	184
12:00 PM	18	45	0	0	0	58	12	0	19	0	14	0	0	0	0	0	166
12:15 PM	8	51	0	0	0	39	13	0	21	0	10	0	0	0	0	0	142
12:30 PM	13	40	0	0	0	60	11	0	15	0	15	0	0	0	0	0	154
12:45 PM	8	59	0	0	0	52	15	0	22	0	11	0	0	0	0	0	167
1:00 PM	8	62	0	0	0	59	10	0	22	0	12	0	0	0	0	0	173
1:15 PM	15	47	0	0	0	60	19	0	16	0	12	0	0	0	0	0	169
1:30 PM	6	51	0	0	0	77	22	0	17	0	12	0	0	0	0	0	185
1:45 PM	11	49	0	0	0	65	19	0	9	0	12	0	0	0	0	0	165
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	176	810	0	0	0	940	240	0	253	0	175	0	0	0	0	0	2594
APPROACH %'s :	17.85%	82.15%	0.00%	0.00%	0.00%	79.66%	20.34%	0.00%	59.11%	0.00%	40.89%	0.00%					
PEAK HR :	12:45 PM - 01:45 PM																TOTAL
PEAK HR VOL :	37	219	0	0	0	248	66	0	77	0	47	0	0	0	0	0	694
PEAK HR FACTOR :	0.617	0.883	0.000	0.000	0.000	0.805	0.750	0.000	0.875	0.000	0.979	0.000	0.000	0.000	0.000	0.000	0.938
		0.914				0.793				0.912							

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
2:00 PM	14	68	0	0	0	65	12	0	17	0	14	0	0	0	0	0	190
2:15 PM	9	84	0	0	0	68	15	0	20	0	16	0	0	0	0	0	212
2:30 PM	11	86	0	0	0	86	15	0	20	0	18	0	0	0	0	0	236
2:45 PM	8	82	0	0	0	79	9	0	14	0	15	0	0	0	0	0	207
3:00 PM	12	77	0	0	0	66	14	0	17	0	16	0	0	0	0	0	202
3:15 PM	12	66	0	0	0	63	22	0	15	0	12	0	0	0	0	0	190
3:30 PM	11	100	0	0	0	107	26	1	25	0	16	0	0	0	0	0	286
3:45 PM	4	79	0	0	0	72	25	0	34	0	12	0	0	0	0	0	226
4:00 PM	14	82	0	0	0	80	13	0	34	0	18	0	0	0	0	0	241
4:15 PM	13	82	0	0	0	90	15	0	27	0	18	0	0	0	0	0	245
4:30 PM	13	94	0	0	0	104	20	0	23	0	11	0	0	0	0	0	265
4:45 PM	10	73	0	0	0	82	18	0	20	0	14	0	0	0	0	0	217
5:00 PM	18	99	0	0	0	101	14	0	12	0	17	0	0	0	0	0	261
5:15 PM	17	89	0	0	0	102	20	0	23	0	26	0	0	0	0	0	277
5:30 PM	18	96	0	0	0	86	21	0	28	0	25	0	0	0	0	0	274
5:45 PM	11	83	0	0	0	65	18	0	22	0	19	0	0	0	0	0	218
6:00 PM	11	80	0	0	0	68	14	0	27	0	8	0	0	0	0	0	208
6:15 PM	9	65	0	0	0	49	15	0	30	0	17	0	0	0	0	0	185
6:30 PM	10	79	0	0	0	72	15	0	23	0	9	0	0	0	0	0	208
6:45 PM	7	60	0	0	0	62	21	0	23	0	9	0	0	0	0	0	182
7:00 PM	4	45	0	0	0	56	10	0	18	0	10	0	0	0	0	0	143
7:15 PM	6	60	0	0	0	45	9	0	18	0	10	0	0	0	0	0	148
7:30 PM	12	53	0	0	0	43	10	0	12	0	13	0	0	0	0	0	143
7:45 PM	7	44	0	0	0	36	10	0	17	0	8	0	0	0	0	0	122
8:00 PM	1	33	0	0	0	37	10	0	26	0	13	0	0	0	0	0	120
8:15 PM	5	54	0	0	0	32	8	0	12	0	14	0	0	0	0	0	125
8:30 PM	5	41	0	0	0	28	9	0	15	0	11	0	0	0	0	0	109
8:45 PM	1	52	0	0	0	31	5	0	10	0	7	0	0	0	0	0	106
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	273	2006	0	0	0	1875	413	1	582	0	396	0	0	0	0	0	5546
APPROACH %'s :	11.98%	88.02%	0.00%	0.00%	0.00%	81.91%	18.04%	0.04%	59.51%	0.00%	40.49%	0.00%					
PEAK HR :	05:00 PM - 06:00 PM																TOTAL
PEAK HR VOL :	64	367	0	0	0	354	73	0	85	0	87	0	0	0	0	0	1030
PEAK HR FACTOR :	0.889	0.927	0.000	0.000	0.000	0.868	0.869	0.000	0.759	0.000	0.837	0.000	0.000	0.000	0.000	0.000	0.930
		0.921				0.875				0.811							

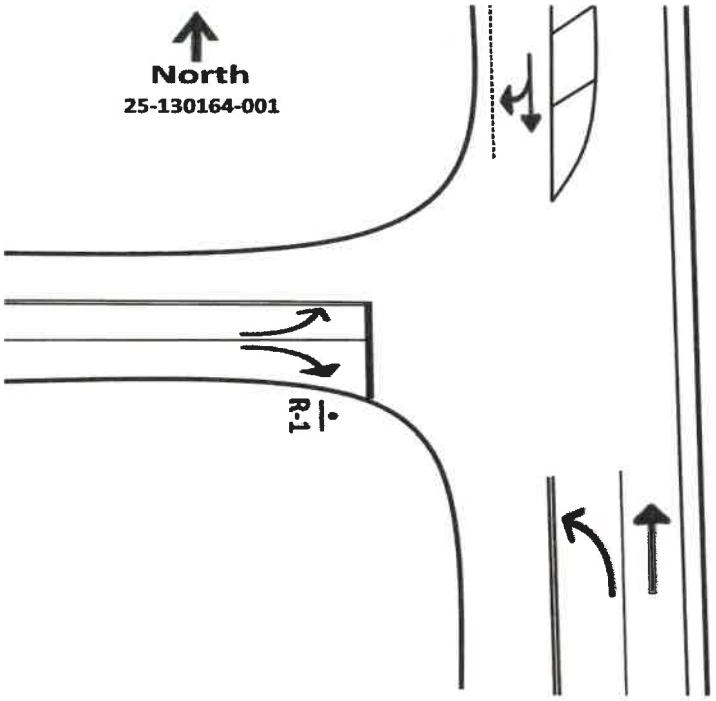
National Data & Surveying Services

Site Code:	**25-130164-001**
Date:	**05/13/2025**
Weather:	**Sunny**
City:	**Dundee**
County:	**Polk**
Count Times:	**06:00 - 10:00**
	10:00 - 14:00
	14:00 - 21:00
Control:	**1-Way Stop(EB)**

N↑

N/S Street: **SR 17/N Scenic Hwy**

Speed: **55 MPH**



E/W Street: **Waverly Rd**

Speed: **45 MPH**

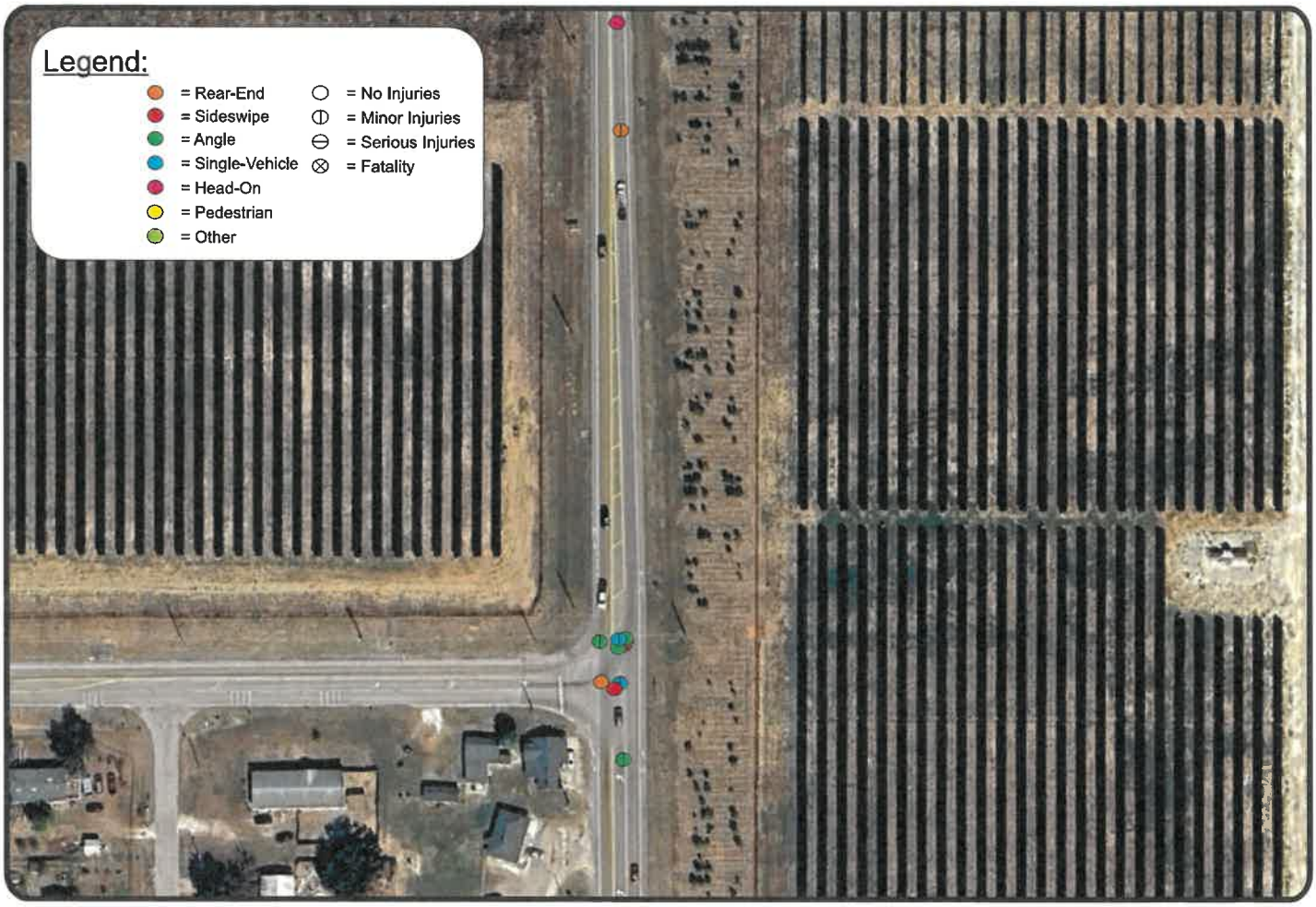
APPENDIX B

ITE Trip Generation Data, ITE Hourly Variation Rates

Hourly Distribution of Entering and Exiting Vehicle Trips by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

Land Use Code	210			210			210		
Land Use	Single-Family Detached Housing			Single-Family Detached Housing			Single-Family Detached Housing		
Setting	General Urban/Suburban			General Urban/Suburban			General Urban/Suburban		
Time Period	Weekday			Saturday			Sunday		
# Data Sites	7			3			2		
	% of 24-Hour Vehicle Trips			% of 24-Hour Vehicle Trips			% of 24-Hour Vehicle Trips		
Time	Total	Entering	Exiting	Total	Entering	Exiting	Total	Entering	Exiting
12:00 - 1:00 AM	0.3%	0.5%	0.2%	0.8%	0.6%	1.0%	0.6%	0.6%	0.6%
1:00 - 2:00 AM	0.2%	0.2%	0.1%	0.4%	0.6%	0.2%	0.6%	1.2%	0.0%
2:00 - 3:00 AM	0.2%	0.3%	0.1%	0.3%	0.4%	0.2%	0.0%	0.0%	0.0%
3:00 - 4:00 AM	0.2%	0.2%	0.2%	0.5%	0.4%	0.6%	0.3%	0.0%	0.6%
4:00 - 5:00 AM	0.6%	0.3%	0.8%	0.5%	0.6%	0.4%	0.0%	0.0%	0.0%
5:00 - 6:00 AM	1.2%	0.5%	2.0%	1.0%	0.8%	1.2%	1.8%	1.8%	1.8%
6:00 - 7:00 AM	3.7%	1.6%	5.8%	1.0%	0.4%	1.5%	1.5%	1.8%	1.2%
7:00 - 8:00 AM	6.5%	3.1%	10.0%	2.0%	0.8%	3.3%	1.8%	0.6%	3.0%
8:00 - 9:00 AM	6.2%	3.8%	8.5%	3.8%	2.5%	5.2%	4.7%	0.6%	9.0%
9:00 - 10:00 AM	4.6%	3.3%	5.8%	5.5%	5.0%	6.0%	4.7%	3.5%	6.0%
10:00 - 11:00 AM	4.9%	4.2%	5.6%	8.2%	6.2%	10.2%	11.5%	8.8%	14.4%
11:00 - 12:00 PM	5.3%	5.4%	5.1%	7.2%	8.7%	5.8%	7.7%	8.2%	7.2%
12:00 - 1:00 PM	5.7%	5.7%	5.7%	7.7%	7.3%	8.1%	9.2%	10.5%	7.8%
1:00 - 2:00 PM	6.1%	6.1%	6.0%	8.1%	7.1%	9.0%	9.8%	10.5%	9.0%
2:00 - 3:00 PM	6.6%	7.1%	6.1%	8.0%	8.7%	7.3%	5.9%	5.8%	6.0%
3:00 - 4:00 PM	7.5%	8.7%	6.2%	9.2%	9.8%	8.7%	4.4%	5.8%	3.0%
4:00 - 5:00 PM	8.9%	10.5%	7.4%	6.2%	6.9%	5.4%	8.3%	8.2%	8.4%
5:00 - 6:00 PM	8.7%	10.0%	7.3%	8.4%	9.6%	7.1%	9.8%	11.1%	8.4%
6:00 - 7:00 PM	7.2%	8.5%	5.9%	6.0%	7.3%	4.6%	6.2%	5.8%	6.6%
7:00 - 8:00 PM	5.1%	6.1%	4.2%	5.1%	4.8%	5.4%	5.3%	7.0%	3.6%
8:00 - 9:00 PM	4.6%	6.1%	3.1%	4.8%	6.0%	3.7%	4.1%	5.8%	2.4%
9:00 - 10:00 PM	3.3%	4.4%	2.3%	2.4%	2.7%	2.1%	0.3%	0.6%	0.0%
10:00 - 11:00 PM	1.6%	2.1%	1.0%	1.7%	1.5%	1.9%	1.5%	1.8%	1.2%
11:00 - 12:00 AM	1.0%	1.3%	0.6%	1.4%	1.5%	1.3%	0.0%	0.0%	0.0%



SR 17 & Waverly Road SWA
Project № 5611.2
Appendix C

Crash Diagram

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City: Town of Dundee
County: 16 – Polk
District: One

Engineer: SS
Date: May 19, 2025

Major Street: SR 17 — Lanes: 1 — Major Approach Speed: 55
Minor Street: Waverly Road — Lanes: 1 — Minor Approach Speed: 45

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY — ☑ 70% ☐ 100%

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

*Warrant 1 is satisfied if Condition A **or** Condition B is "100%" satisfied for eight hours.* ☐ Yes ☑ No

*Warrant 1 is also satisfied if both Condition A **and** Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems).* ☐ Yes ☑ No

*Warrant 1 is satisfied if Condition A **or** Condition B is "70%" satisfied for eight hours.* ☑ Yes ☐ No

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

Applicable: ☑ Yes ☐ No
100% Satisfied: ☐ Yes ☑ No
80% Satisfied: ☐ Yes ☑ No
70% Satisfied: ☐ Yes ☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	Minor	100%[a]	80%[b]	70%[c]	100%[a]	80%[b]	70%[c]
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

[a] Basic Minimum hourly volume
[b] Used for combination of Conditions A and B after adequate trial of other remedial measures
[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours							
	10-11 A.M.	11-12 P.M.	12-1 P.M.	1-2 P.M.	2-3 P.M.	3-4 P.M.	4-5 P.M.	5-6 P.M.
Major	620	663	608	694	840	895	963	1,019
Minor	71	76	99	87	97	122	142	120

Existing Volumes

Valencia Ridge

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City: Town of Dundee
County: 16 – Polk
District: One

Engineer: SS
Date: May 19, 2025

Major Street: SR 17 Lanes: 1 Major Approach Speed: 55
Minor Street: Waverly Road Lanes: 1 Minor Approach Speed: 45

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY ☑ 70% ☐ 100%

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

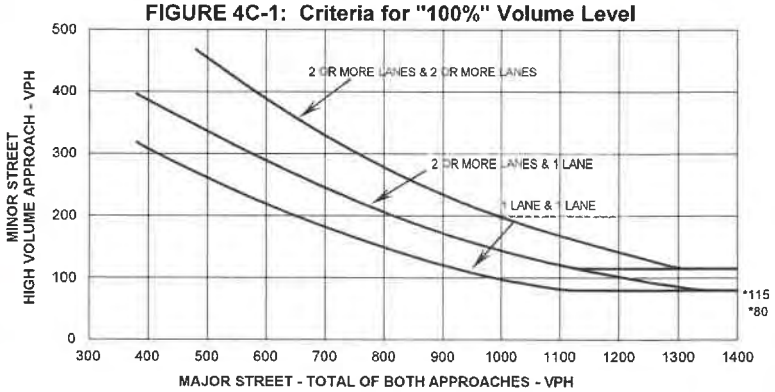
Applicable: ☑ Yes ☐ No
Satisfied: ☑ Yes ☐ No

Plot four volume combinations on the applicable figure below.

100% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street

FIGURE 4C-1: Criteria for "100%" Volume Level



** Note: 115 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 80 mph applies as the lower threshold volume threshold for a minor street approach with one lane.*

70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
2-3 P.M.	840	97
3-4 P.M.	895	122
4-5 P.M.	963	142
5-6 P.M.	1019	120

Valencia Ridge

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr. (40 mph) on Major Street)



** Note: 80 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 60 ph. applies as the lower threshold volume threshold for a minor street approach with one lane.*

STAGE 1 ICE REPORT

SR 17 & LAKE TRASK ROAD
VALENCIA RIDGE
POLK COUNTY, FLORIDA

Prepared for:

Cornerstone Land Company
1901 Ulmerton Road, Suite 475
Clearwater, Florida 33762

Prepared by:

Traffic Planning and Design, Inc.
535 Versailles Drive
Maitland, Florida 32751
407-628-9955

February 2025
REVISED
April 2025
June 2025
August 2025

TPD № 5611.2

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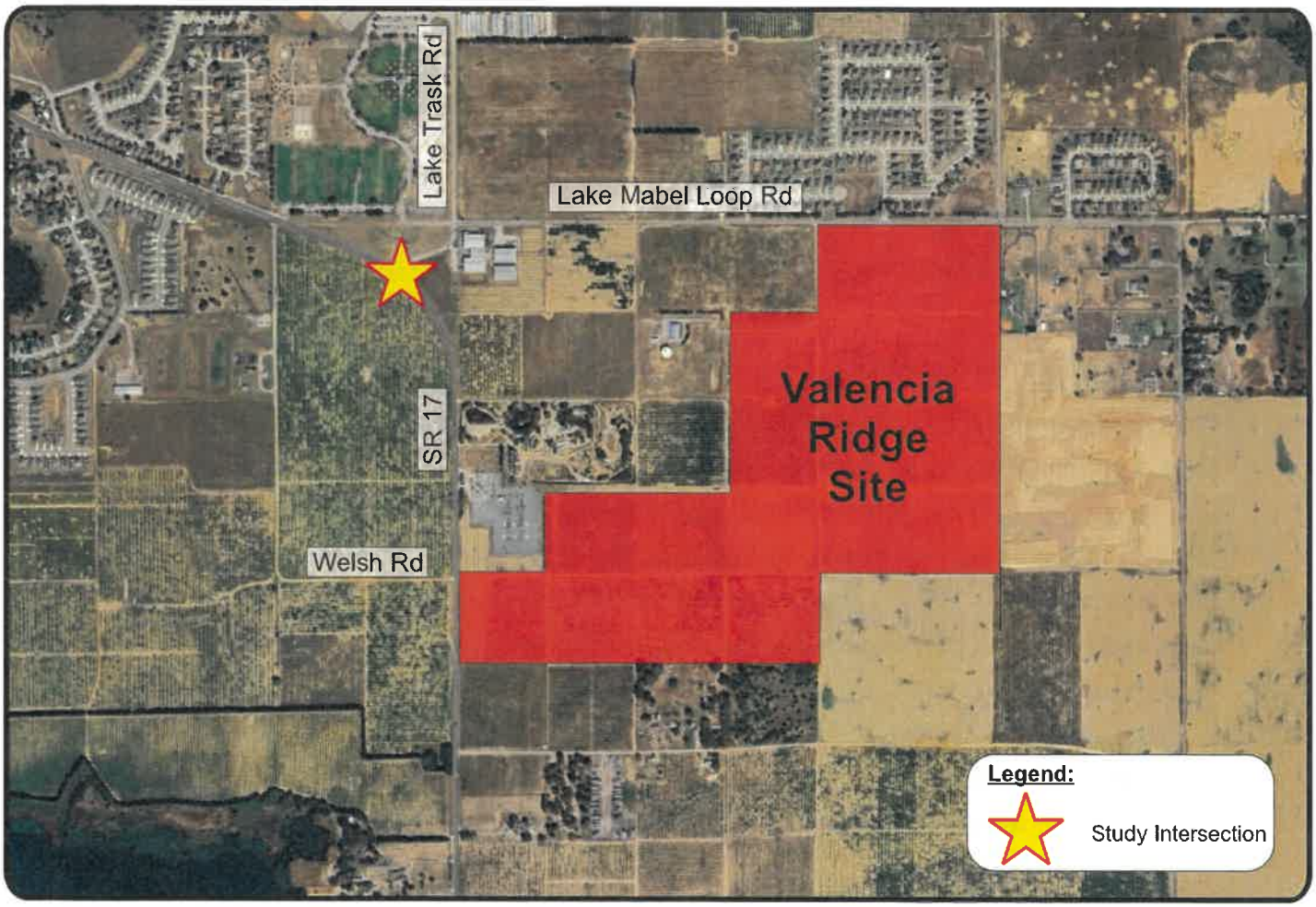
Figure 4a – Design Concept: Signal 9

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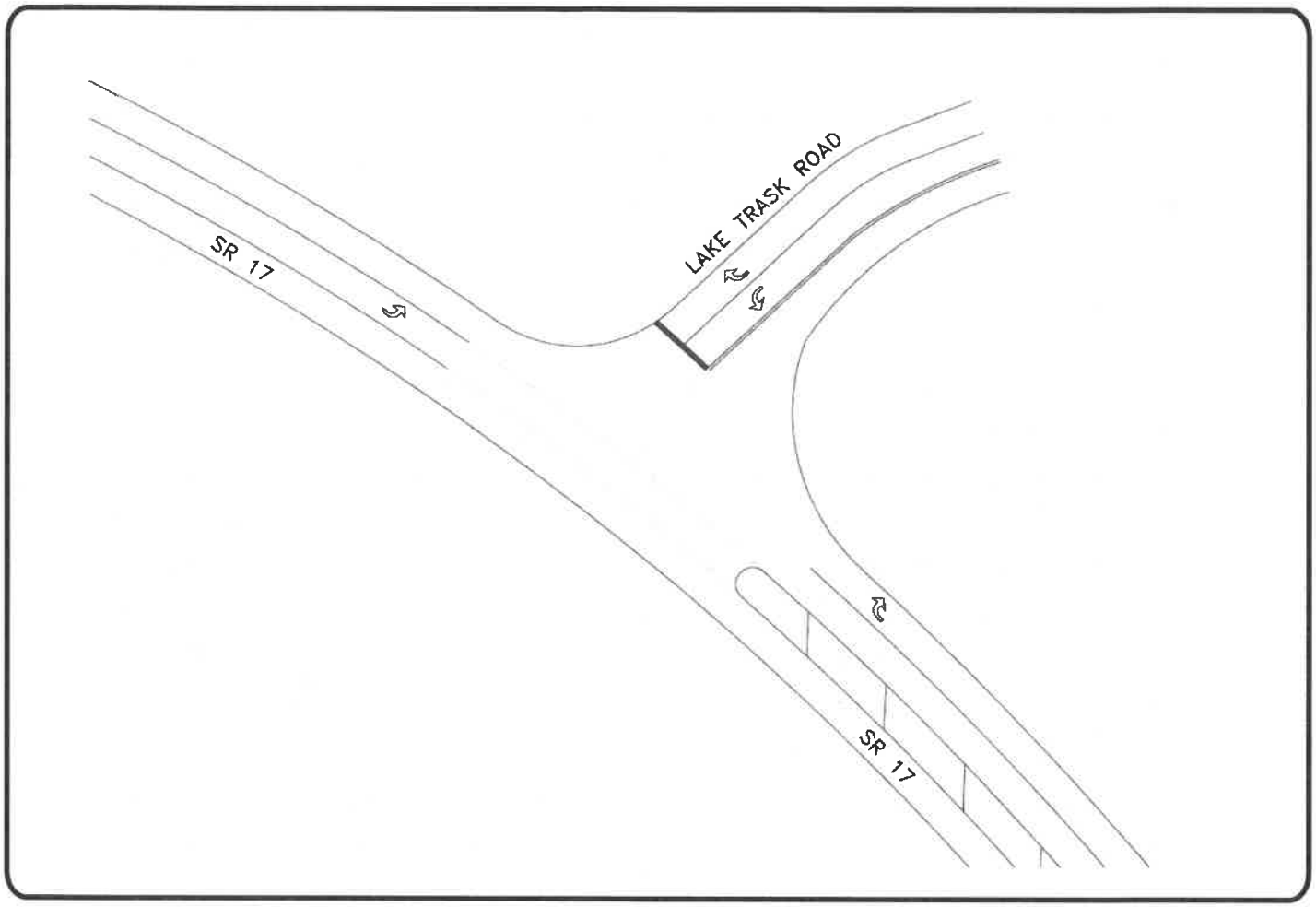
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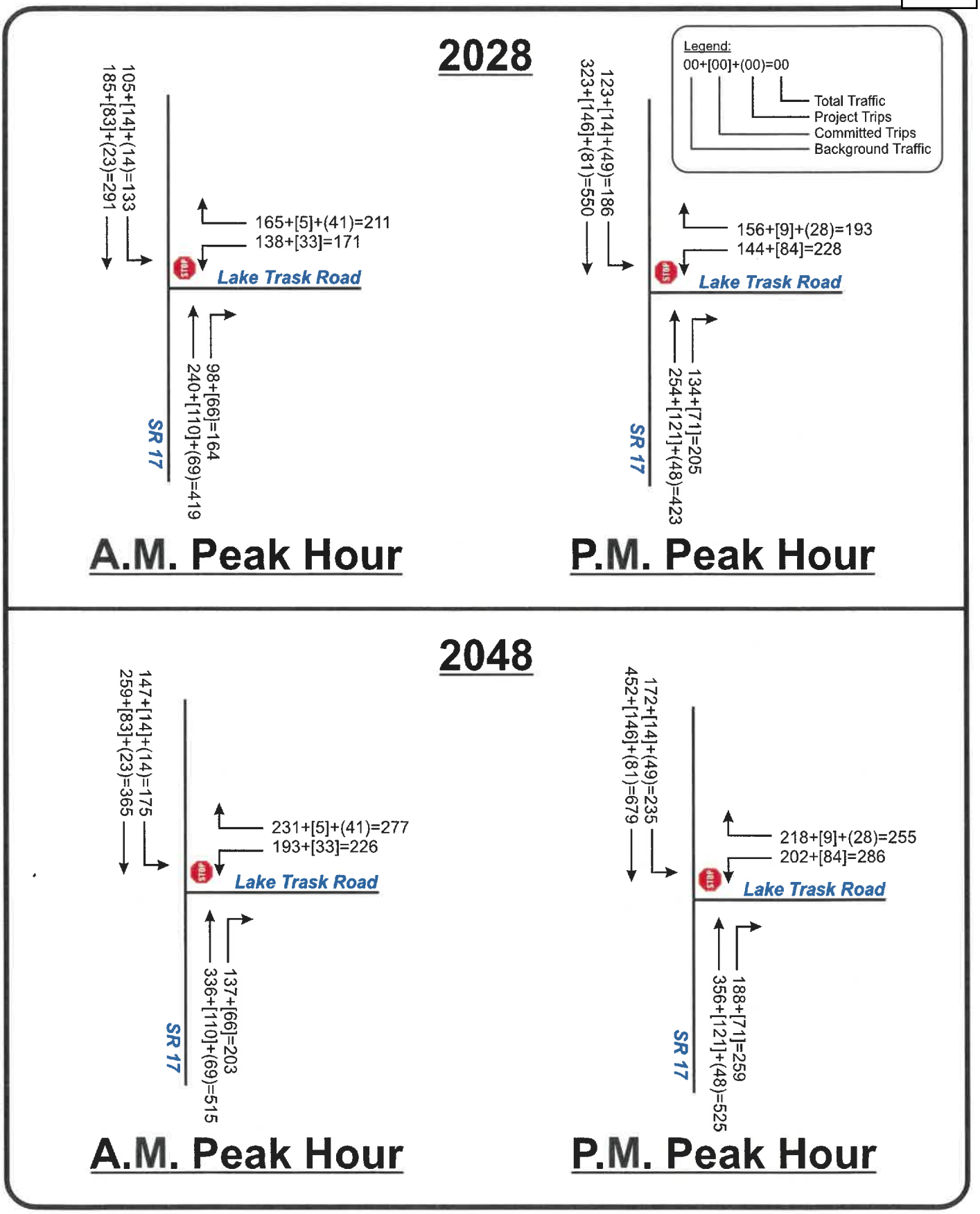
SR 17 & Lake Trask Road - Stage 1 ICE
Project № 5611.2
Figure 1

Intersection Location



SR 17 & Lake Trask Road - Stage 1 ICE
Project № 5611.2
Figure 2

Existing Lane Configuration



SR 17 & Lake Trask Road - Stage 1 ICE
Project № 5611.2
Figure 3

Projected A.M./P.M. Peak Hour Volumes

Table 1
2048 Design Year CAP-X Results

Type of Intersection	Time Period	Overall v/c Ratio	v/c Ranking	Pedestrian Accommodation Score	Bicycle Accommodation Score
Traffic Signal	A.M.	0.58	1	4.37	4.33
	P.M.	0.65	1	4.37	4.33
2NS x 1EW Roundabout	A.M.	0.61	2	4.74	4.06
	P.M.	0.66	2	4.69	4.06
1 x 1 Roundabout	A.M.	0.68	3	5.15	4.33
	P.M.	0.95	3	5.10	4.33

Preliminary Safety Analysis

FDOT's SPICE (Safety Performance for Intersection Control Evaluation) is a planning level tool used to provide a comparison of intersection safety characteristics. Daily volumes are used in these calculations. The results of the analysis are summarized below in **Table 2**. The detailed SPICE Summary Report is included in **Appendix E.**

Table 2
SPICE Results Summary

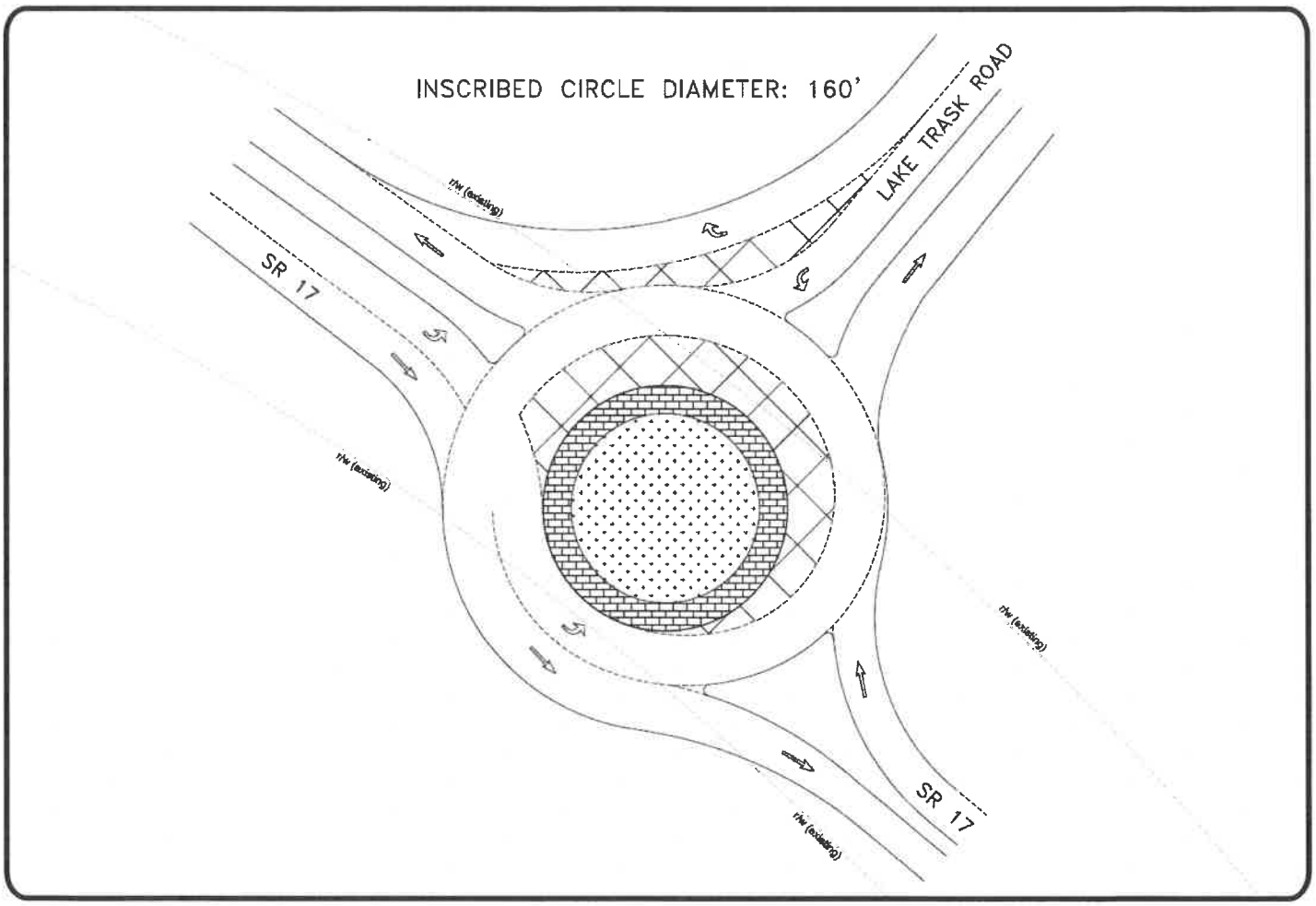
Type of Intersection	Type of Crash	Number of Crashes			SSI Score	
		Opening Year	Design Year	Total Project Life Cycle	Opening Year	Design Year
Traffic Signal	Total	1.87	2.36	44.49	96	93
	Fatal & Injury	0.70	0.88	16.59		
2-Lane Roundabout	Total	3.21	5.84	105.32	99	99
	Fatal & Injury	0.44	0.90	15.70		
1-Lane Roundabout	Total	0.90	1.24	23.95	99	99
	Fatal & Injury	0.15	0.26	4.75		

Design Concepts and Right of Way

Preliminary design concepts for both the Signal and Roundabout control types are shown in **Figures 4a** and **4b**.

When cross-referenced with known right-of-way information (Shown in Figures 4a, 4b, and Appendix C), it is revealed that the area required for Roundabout placement far exceeds right of way limitations. Right of way in this corridor is limited, with 100' total width and no developer ownership of lands adjacent to the intersection. Although ICE typically includes ROW acquisitions as part of the alternatives analysis process, ROW would not be a requirement as part of a permit.

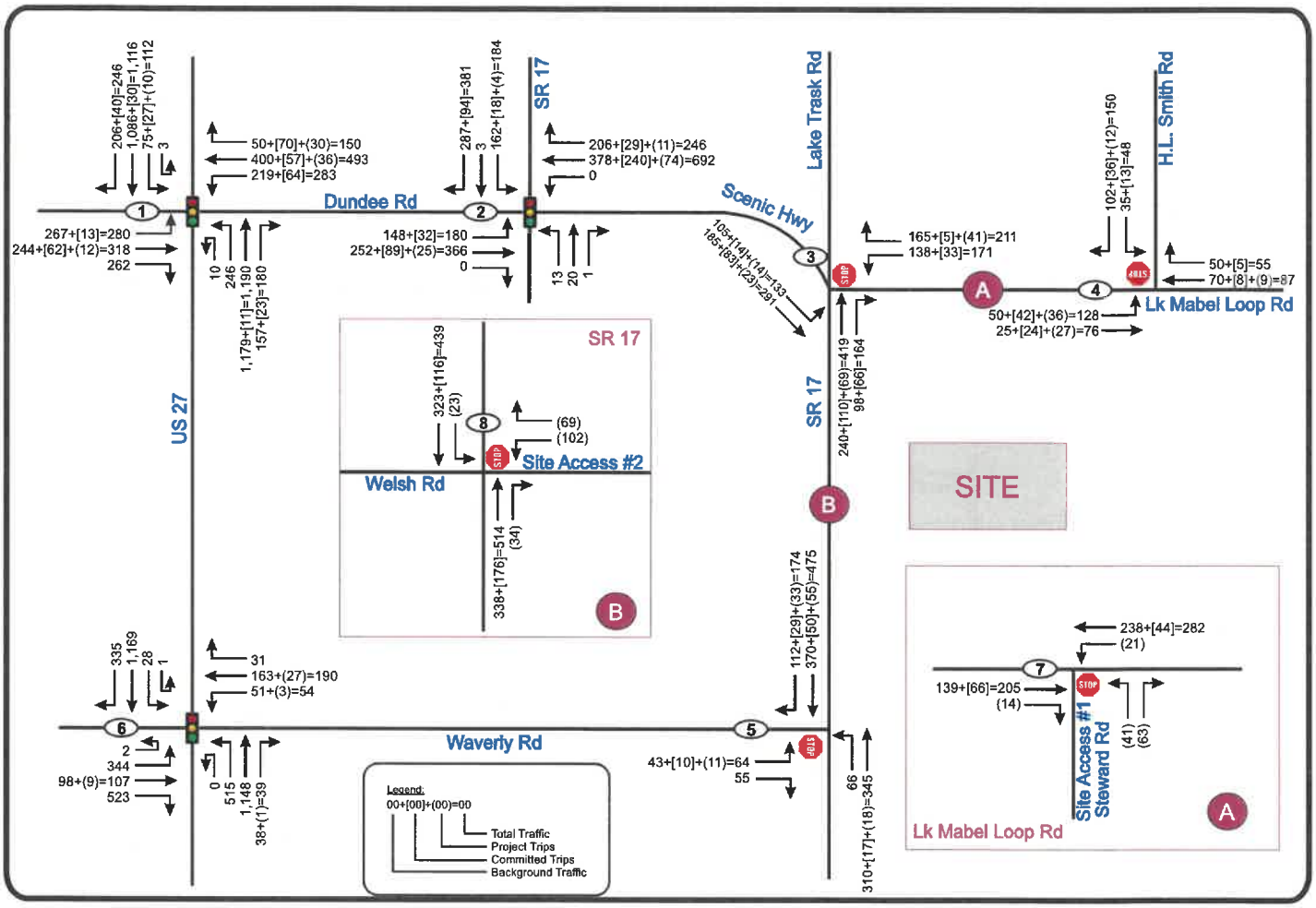
The Signal option can operate within existing right of way.



SR 17 & Lake Trask Road - Stage 1 ICE
Project № 5611.2
Figure 4b

Design Concept: Roundabout

APPENDICES



Valencia Ridge
Project № 5611.1
Figure 5a
Page 17

Projected 2028 A.M. Peak Hour Volumes

APPENDIX B

Turning Movement Counts, FDOT Count Station Data, pertinent pages from TIA

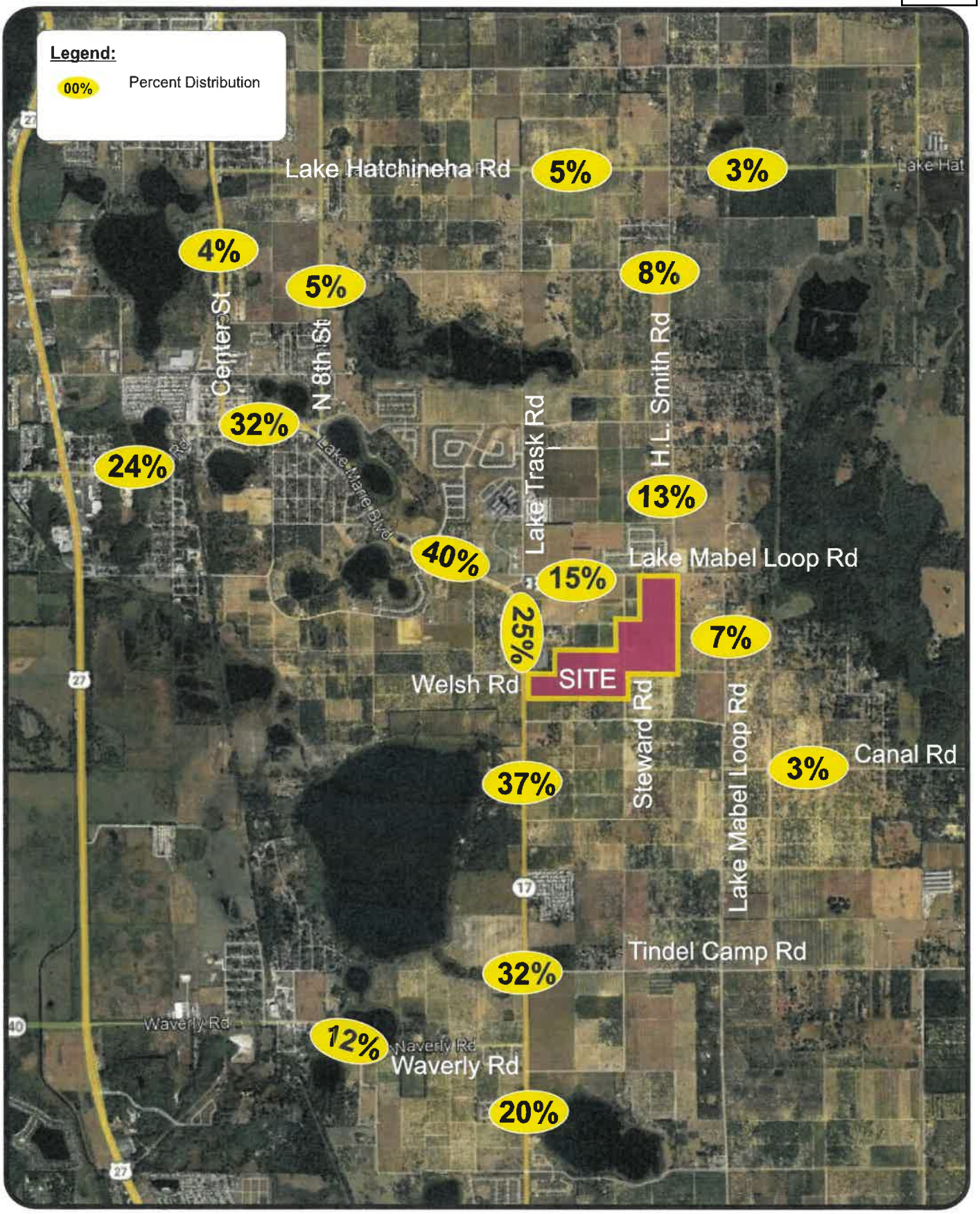
FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 16 - POLK

SITE: 0092 - SR 17, NORTHWEST OF MABLE LOOP ROAD, DUNDEE

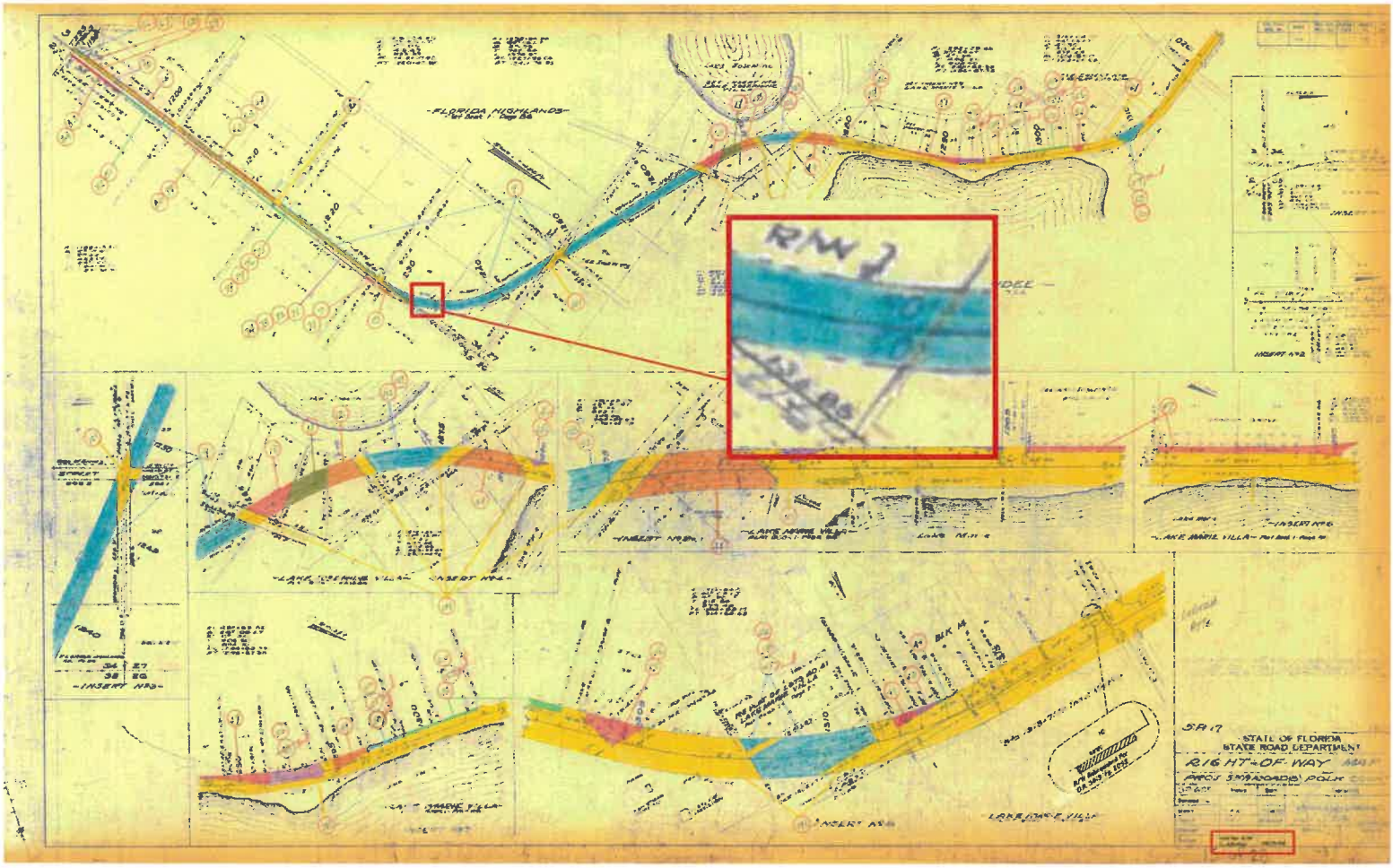
YEAR	AADT	DIRECTION 1		DIRECTION 2		*K FACTOR	D FACTOR	T FACTOR
2023	7700 S	N	3900	S	3800	9.00	55.00	9.70
2022	7300 F	N	3700	S	3600	9.00	55.20	9.70
2021	7100 C	N	3600	S	3500	9.00	55.30	9.70
2020	5700 C	N	2800	S	2900	9.00	53.40	10.80
2019	6600 C	N	3300	S	3300	9.00	56.00	9.40
2018	6600 C	N	3200	S	3400	9.00	54.50	9.30
2017	6100 C	N	3000	S	3100	9.00	54.50	10.80
2016	5900 F	N	2900	S	3000	9.00	53.30	10.80
2015	5500 C	N	2700	S	2800	9.00	55.70	10.80
2014	5300 C	N	2600	S	2700	9.00	55.60	10.30
2013	4900 C	N	2400	S	2500	9.00	55.90	10.00
2012	5000 C	N	2500	S	2500	9.00	55.80	10.50
2011	4700 F	N	2300	S	2400	9.00	55.70	7.70
2010	4700 C	N	2300	S	2400	9.55	56.07	7.70
2009	5600 C	N	2800	S	2800	9.36	56.35	9.40
2008	5400 C	N	2700	S	2700	9.78	55.29	10.70

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES



Valencia Ridge
Project № 5611.1
Figure 4
Page 10

Trip Distribution


FLORIDA HIGHLANDS
RW 1
STATE OF FLORIDA
STATE ROAD DEPARTMENT
R/W HT. OF WAY

Capacity Analysis for Planning of Junctions

Detailed Report - Page 1 of 4

Project Name	Valencia Ridge
Project Number	5611
Location	SR 17 & Lake Trask Road (Polk Co, FL)
Date	4-21-25 (2028 AM Peak Analysis)
Number of Intersection Legs	3
Which leg is the minor stree	E
Analysis Type	At-Grade Intersections Only

Estimated Volume-to-Capacity Ratio			
Number of Configurations			
< 0.750	0.750 - 0.875	0.875 - 1.00	> 1.00
3	0	0	0

Traffic Volume Demand

	Volume (Veh/hr)				Percent (%)	
	U-Turn	Left	Thru	Right	Heavy Vehicles	Volume Growth
Eastbound						
Westbound	0	171	0	211	5.00%	0.00%
Southbound	0	133	291	0	8.00%	0.00%
Northbound	0	0	419	164	7.00%	0.00%
Adjustment Factor	0.80	0.95		0.85		
Suggested	**0.60**	**0.95**		**0.85**		

Truck to PCE Factor		**Suggested = 2.00**	2.00
FDOT Context Zone		**C3C-Suburban Commercial**	
Critical Lane Volume Threshold	2-phase signal	**Suggested = 1800**	**1800**
	3-phase signal	**Suggested = 1750**	**1750**
	4-phase signal	**Suggested = 1700**	**1700**

Capacity Analysis for Planning of Junctions

Detailed Report - Page 2 of 4

Number of Lanes for Non-roundabout Intersections

TYPE OF INTERSECTION	Sheet	Northbound				Southbound				Eastbound				Westbound			
		U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Traffic Signal	FULL		0	1	1		1	1	0						1	0	1

Number of Lanes for Ramp Terminal Intersections

TYPE OF RAMP TERMINAL INTERSECTION	Sheet	Northbound				Southbound				Eastbound				Westbound			
		U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R

Capacity Analysis for Planning of Junctions

Detailed Report - Page 3 of 4

Results for Non-roundabout Intersections

TYPE OF INTERSECTION	Sheet	Zone 1 (North)		Zone 2 (South)		Zone 3 (East)		Zone 4 (West)		Zone 5 (Center)		Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
		CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C			
Traffic Signal	FULL									797	0.46	0.46	4.37	4.33

Capacity Analysis for Planning of Junctions

Detailed Report - Page 4 of 4

Results for Roundabouts

TYPE OF ROUNDABOUT	Zone 1 (North) (V/C)			Zone 3 (East) (V/C)			Zone 2 (South) (V/C)			Zone 4 (West) (V/C)			Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3			
1 X 1	0.40			0.00			0.53			0.46			0.53	5.19	4.33
2NS X 1EW	0.19	0.21		0.00			0.26	0.27		0.43			0.43	4.79	4.06

Results for Ramp Terminal Intersections

TYPE OF RAMP TERMINAL INTERSECTION	Sheet	Zone 1 (Rt Mrg)		Zone 2 (Lt Mrg)		Zone 3 (Ctr. 1)		Zone 4 (Ctr. 2)		Zone 5 (Lt Mrg)		Zone 6 (Rt Mrg)		Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
		CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C			

Capacity Analysis for Planning of Junctions

Detailed Report - Page 1 of 4

Project Name	Valencia Ridge
Project Number	5611
Location	SR 17 & Lake Trask Road (Polk Co, FL)
Date	4-21-25 (2048 AM Peak Analysis)
Number of Intersection Legs	3
Which leg is the minor stree	E
Analysis Type	At-Grade Intersections Only

Estimated Volume-to-Capacity Ratio			
Number of Configurations			
< 0.750	0.750 - 0.875	0.875 - 1.00	> 1.00
3	0	0	0

Traffic Volume Demand

	Volume (Veh/hr)				Percent (%)	
	U-Turn	Left	Thru	Right	Heavy Vehicles	Volume Growth
Eastbound						
Westbound	0	226	0	277	5.00%	0.00%
Southbound	0	175	365	0	8.00%	0.00%
Northbound	0	0	515	203	7.00%	0.00%
Adjustment Factor	0.80	0.95		0.85		
Suggested	**0.60**	**0.95**		**0.85**		

Truck to PCE Factor	**Suggested = 2.00**	2.00
FDOT Context Zone	**C3C-Suburban Commercial**	
Critical Lane Volume Threshold	2-phase signal	**Suggested = 1800** / **1800**
	3-phase signal	**Suggested = 1750** / **1750**
	4-phase signal	**Suggested = 1700** / **1700**

Capacity Analysis for Planning of Junctions

Detailed Report - Page 2 of 4

Number of Lanes for Non-roundabout Intersections

TYPE OF INTERSECTION	Sheet	Northbound				Southbound				Eastbound				Westbound			
		U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Traffic Signal	FULL		0	1	1		1	1	0						1	0	1

Number of Lanes for Ramp Terminal Intersections

TYPE OF RAMP TERMINAL INTERSECTION	Sheet	Northbound				Southbound				Eastbound				Westbound			
		U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R

Capacity Analysis for Planning of Junctions

Detailed Report - Page 3 of 4

Results for Non-roundabout Intersections

TYPE OF INTERSECTION	Sheet	Zone 1 (North)		Zone 2 (South)		Zone 3 (East)		Zone 4 (West)		Zone 5 (Center)		Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
		CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C			
Traffic Signal	FULL									1010	0.58	0.58	4.37	4.33

Capacity Analysis for Planning of Junctions

Detailed Report - Page 4 of 4

Results for Roundabouts

TYPE OF ROUNDABOUT	Zone 1 (North) (V/C)			Zone 3 (East) (V/C)			Zone 2 (South) (V/C)			Zone 4 (West) (V/C)			Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3			
1 X 1	0.54			0.00			0.68			0.68			0.68	5.15	4.33
2NS X 1EW	0.26	0.27		0.00			0.33	0.35		0.61			0.61	4.74	4.06

Results for Ramp Terminal Intersections

TYPE OF RAMP TERMINAL INTERSECTION	Sheet	Zone 1 (Rt Mrg)		Zone 2 (Lt Mrg)		Zone 3 (Ctr. 1)		Zone 4 (Ctr. 2)		Zone 5 (Lt Mrg)		Zone 6 (Rt Mrg)		Overall V/C Ratio	Ped Accom. Score	Bicycle Accom. Score
		CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C			

APPENDIX E

SPICE Summary Report

APPENDIX F

ICE Summary Form

Minor Street Information											
Roadway ID		Route Name(s)	Lake Trask Road					Milepoint (if app.)			
Existing Control Type	Two-way Stop-Control			Existing AADT	6,389		Design Year AADT		10,239		
Design Vehicle	Interstate Semitrailer (WB-62)			Control Vehicle	Interstate Semitrailer (WB-62)						
Primary Functional Classification	Rural Minor Arterial						Design Speed (mph)		30		
Secondary Functional Classification (if app.)							Target Speed (mph) [if app.]				

Approach #1	Direction	Westbound	Number of Lanes		Study Period #1 Traffic Volumes		Study Period #2 Traffic Volumes	
	Sidewalks along:	Neither side of the approach	Left-Turn	1				
	Crosswalk on Approach?	No	Left-Through		Weekday AM Peak		Weekday PM Peak	
	On-Street Bike Facilities?	No	Through		Left	226	Left	286
	Multi-Use Path?	No	Left-Through-Right		Through		Through	
	Scheduled Bus Service?	No	Through-Right		Right	277	Right	255
	Bus Stop on Approach?	No	Right-Turn	1	Daily Truck %		5.0%	
Approach #2	Direction		Number of Lanes		Study Period #1 Traffic Volumes		Study Period #2 Traffic Volumes	
	Sidewalks along:		Left-Turn					
	Crosswalk on Approach?		Left-Through		Weekday AM Peak		Weekday PM Peak	
	On-Street Bike Facilities?		Through		Left		Left	
	Multi-Use Path?		Left-Through-Right		Through		Through	
	Scheduled Bus Service?		Through-Right		Right		Right	
	Bus Stop on Approach?		Right-Turn		Daily Truck %			
Approach #3	Direction		Number of Lanes		Study Period #1 Traffic Volumes		Study Period #2 Traffic Volumes	
	Sidewalks along:		Left-Turn					
	Crosswalk on Approach?		Left-Through		Weekday AM Peak		Weekday PM Peak	
	On-Street Bike Facilities?		Through		Left		Left	
	Multi-Use Path?		Left-Through-Right		Through		Through	
	Scheduled Bus Service?		Through-Right		Right		Right	
	Bus Stop on Approach?		Right-Turn		Daily Truck %			

Crash History (Existing Intersections Only)
Append the most recent five-years of crash data for the intersection from the CAR System. If the crash data evidences any issues relating to safety performance, discuss briefly here:
2 crashes occurred at the intersection during the 7-year period (2018-2024) for which historical data was available. Both were angle crashes, 1 with injury and 1 without.

Resolution					
To be filled out by FDOT District Traffic Operations Engineer and District Design Engineer					
Accept Recommendation ☐			Reject Recommendation ☐		
DTOE Name		Signature		Date	
DTOE Comments					
DDE Name		Signature		Date	
DDE Comments					

SIGNAL WARRANT ANALYSIS

SR 17 & LAKE TRASK ROAD
POLK COUNTY, FLORIDA
Section 16090000/MP 27.263

Prepared for:

Cornerstone Land Company
1901 Ulmerton Road, Suite 475
Clearwater, Florida 33762

Prepared by:

Traffic Planning and Design, Inc.
535 Versailles Drive
Maitland, Florida 32751
407-628-9955

February 2025
Revised
April 2025

TPD No. 5611.2

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Warrant Analysis

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A Existing Counts, FDOT Seasonal Factor Report
B ITE Trip Generation Data, ITE Hourly Variation Rates
C Collision Diagram
D FDOT Signal Warrant Summary Worksheets

INTRODUCTION

This analysis was performed in order to determine if a signal would become warranted at the intersection of SR 17 and Lake Trask Road due to the construction of the Valencia Ridge residential development in Dundee, Polk County. The Valencia Ridge development is for 576 single-family homes to be completed by the end of 2028. It is located on the east side of SR 17 at Welsh Road, approximately 0.45 miles south of Lake Trask Road. **Figure 1** depicts the intersection location, the site of the Valencia Ridge development, and the area roadways. Access to the development is proposed via two full access driveways, one on SR 17 and the other on Lake Mabel Loop Road. As will be documented subsequently, a significant amount of Valencia Ridge traffic will utilize the intersection approaches of SR 17 and Lake Trask Road.

EXISTING TRAFFIC CONDITIONS

SR 17 is a two-lane undivided urban collector roadway with a posted speed limit of 55 mph. Based on FDOT counts made in 2023, it carries a daily traffic volume of approximately 7,700 vehicles per day adjacent to the intersection. Lake Trask Road is a two-lane undivided local roadway with a posted speed limit of 30 mph. It has a daily traffic volume of approximately 6,389 vehicles.

Intersection Configuration

The existing lane configuration at the intersection of SR 17 and Lake Trask Road is illustrated in **Figure 2.** The intersection is a T-intersection with SR 17 being the major-street and Lake Trask Road being the minor-street. SR 17 runs in the northwest/southeast direction in this area, with Lake Trask Road intersecting it perpendicularly in the southwest direction. In order to simplify the analysis, SR 17 will henceforth be referred to as the northbound/southbound approaches, and Lake Trask Road will be referred to as the westbound approach.

As can be seen from Figure 2, SR 17 has one through-lane in each direction. Additionally, there are auxiliary right and left turn lanes. Lake Trask Road has a two-lane approach, with one right turn lane and one left turn lane.

Hourly Traffic Counts

Turning movement counts at the intersection were obtained for the hours of 6:00 A.M. to 6:00 P.M. for use in the analysis. These counts were made on February 12th, 2025, when the FDOT Seasonal Factor for Polk County was 0.94. Therefore, the counts were not adjusted. To determine the background growth of the existing traffic, the 2% annual growth rate obtained from the Polk TPO was used to grow the counts to the buildout year of the project. The background volumes thus determined at each approach, summarized by the hour, are shown in **Table 1**. These background approach volumes were subsequently combined with the project trips for use in the analysis. The turning movement counts and FDOT Seasonal Factor Report are included in **Appendix A.**

Table 1
Hourly 2028 Background Traffic Volumes

Hour	SR 17					Lake Trask Rd		
	NBT	NBR	SBT	SBL	Total Both Approaches	WBL	WBR	Total
6-7 A.M.	163	50	134	39	386	82	98	180
7-8 A.M.	263	75	191	58	587	178	144	322
8-9 A.M.	182	69	176	116	543	124	147	271
9-10 A.M.	161	57	167	57	442	96	92	188
10-11 A.M.	153	56	174	67	450	84	74	158
11-12 P.M.	148	63	197	55	463	74	59	133
12-1 P.M.	151	90	191	68	500	73	72	145
1-2 P.M.	162	77	172	70	481	83	65	148
2-3 P.M.	218	101	257	82	658	92	78	170
3-4 P.M.	225	152	260	116	753	117	77	194
4-5 P.M.	217	167	271	155	810	126	172	298
5-6 P.M.	218	160	301	140	819	93	113	206



SR 17 & Lake Trask Road SWA
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Figure 3

Trip Distribution

Table 4
2028 Total Traffic Volumes

Hour	Major Street - SR 17							Minor Street - Lake Trask Rd				
	Northbound			Southbound			Total Both Approaches	WBL	WBR			Total Both Lanes
	Bkgd	Project	Total	Bkgd	Project	Total		Bkgd	Bkgd	Project	Total	
6-7 A.M.	213	37	250	173	16	189	439	82	98	22	120	202
7-8 A.M.	338	63	401	249	31	280	681	178	144	38	182	360
8-9 A.M.	251	54	305	292	38	330	635	124	147	32	179	303
9-10 A.M.	218	36	254	224	34	258	512	96	92	22	114	210
10-11 A.M.	209	35	244	241	43	284	528	84	74	21	95	179
11-12 P.M.	211	32	243	252	54	306	549	74	59	19	78	152
12-1 P.M.	241	36	277	259	57	316	593	73	72	21	93	166
1-2 P.M.	239	38	277	242	62	304	581	83	65	23	88	171
2-3 P.M.	319	39	358	339	72	411	769	92	78	23	101	193
3-4 P.M.	377	39	416	376	88	464	880	117	77	23	100	217
4-5 P.M.	384	47	431	426	106	532	963	126	172	28	200	326
5-6 P.M.	378	46	424	441	101	542	966	93	113	28	141	234

Table 5
Warrant 1 – Eight-Hour Vehicular Volume

Condition A-Minimum Vehicular Volume									
Number of Lanes for Moving Traffic on Each Approach		Vehicles Per Hour on Major Street (Total of both Approaches) *				Vehicles Per Hour on Higher Volume Minor Street (One Direction Only)*			
Major Street	Minor Street	100%	80%	70%	56%	100%	80%	70%	56%
1 Lane	1 Lane	500	400	350	280	150	120	105	84
2 + Lanes	1 Lane	600	480	420	336	150	120	105	84
2 + Lanes	2 + Lanes	600	480	420	336	200	160	140	112
1 Lane	2 + Lanes	500	400	350	280	200	160	140	112
Condition B-Interruption of Continuous Traffic									
Number of Lanes for Moving Traffic on Each Approach		Vehicles Per Hour on Major Street (Total of both Approaches) *				Vehicles Per Hour on Higher Volume Minor Street (One Direction Only)*			
Major Street	Minor Street	100%	80%	70%	56%	100%	80%	70%	56%
1 Lane	1 Lane	750	600	525	420	75	60	53	42
2 + Lanes	1 Lane	900	720	630	504	75	60	53	42
2 + Lanes	2 + Lanes	900	720	630	504	100	80	70	56
1 Lane	2 + Lanes	750	600	525	420	100	80	70	56

* When the 85-percentile speed of Major Street exceeds 40 mph, the 70% minimum volume thresholds values are used.

Source: ***Manual on Uniform Traffic Control Devices***, 11th Edition, U.S. Department of Transportation, Federal Highway Administration.

Warrant Analysis

As described in the Intersection Configuration section of the report, SR 17 has one through lane in each direction at the study intersection. Lake Trask Road has two approach lanes. According to the MUTCD, a minor street approach with exclusive right and left turn lanes where the traffic in the right turn lane enters the major street with minimal conflict may be analyzed as a single-lane approach using only the volumes in the left turn lane. According to the results of the intersection capacity analysis conducted in the TIA, the right turn lane at Lake Trask Road is projected to operate at satisfactory Levels of Service with minimal delay. Therefore, the intersection was analyzed as a single lane for the minor street using only the volumes in the left turn lane.

Summarized in **Table 6** are the hourly traffic volumes along with an assessment of the applicable signal warrants. As can be seen from the tables, the minimum volume requirements are satisfied for Warrant 1 (Condition B only) and for Warrant 2.

The completed FDOT Traffic Signal Warrant Summary forms are included in **Appendix D**.

Table 6
Signal Warrant Analysis

Hour	2028 Approach Volumes		Warrants		
	SR 17 (Total Both Approaches)	Lake Trask Road - WBL	1A	1B	2
6-7 A.M.	439	82			
7-8 A.M.	681	178	X	X	X
8-9 A.M.	635	124	X	X	X
9-10 A.M.	512	96			
10-11 A.M.	528	84		X	
11-12 P.M.	549	74		X	
12-1 P.M.	593	73		X	
1-2 P.M.	581	83		X	
2-3 P.M.	769	92		X	X
3-4 P.M.	880	117	X	X	X
4-5 P.M.	963	126	X	X	X
5-6 P.M.	966	93		X	X
		Hours Required:	**8**	**8**	**4**
		Hours Satisfied:	**4**	**10**	**6**

APPENDICES

National Data & Surveying Services

Intersection Turning Movement Count

Location: N Scenic Hwy/SR 17 & Lake Trask Rd
City: Dundee
Control: 1-Way Stop(WB)

Project ID: 25-130061-001
Date: 2/12/2025

Data - Total

NS/EW Streets:	N Scenic Hwy/SR 17				N Scenic Hwy/SR 17				Lake Trask Rd				Lake Trask Rd				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
6:00 AM	0	22	9	0	7	17	0	0	0	0	0	0	12	0	21	0	88
6:15 AM	0	34	13	0	8	25	0	0	0	0	0	0	18	0	21	0	119
6:30 AM	0	46	15	0	9	43	0	0	0	0	0	0	17	0	30	0	160
6:45 AM	0	52	10	0	13	41	0	0	0	0	0	0	30	0	20	0	166
7:00 AM	0	44	10	0	13	39	0	0	0	0	0	0	48	0	34	0	188
7:15 AM	0	64	25	0	9	49	0	0	0	0	0	0	43	0	29	0	219
7:30 AM	0	72	18	0	19	54	0	0	0	0	0	0	33	0	31	0	227
7:45 AM	0	68	18	0	14	38	0	0	0	0	0	0	44	0	42	0	224
8:00 AM	0	43	14	0	23	52	0	0	0	0	0	0	34	0	31	0	197
8:15 AM	0	44	15	0	25	36	0	0	0	0	0	0	32	0	33	0	185
8:30 AM	0	46	19	0	35	43	0	0	0	0	0	0	22	0	30	0	195
8:45 AM	0	39	17	0	26	35	0	0	0	0	0	0	29	0	45	0	191
9:00 AM	0	51	11	0	22	40	0	0	0	0	0	0	33	0	34	0	191
9:15 AM	0	30	10	0	14	43	0	0	0	0	0	0	18	0	18	0	133
9:30 AM	0	31	18	0	8	36	0	0	0	0	0	0	16	0	21	0	130
9:45 AM	0	40	15	0	10	39	0	0	0	0	0	0	24	0	14	0	142
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	726	237	0	255	630	0	0	0	0	0	0	453	0	454	0	2755
APPROACH %'s :	0.00%	75.39%	24.61%	0.00%	28.81%	71.19%	0.00%	0.00%					49.94%	0.00%	50.06%	0.00%	
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	0	247	75	0	65	193	0	0	0	0	0	0	154	0	133	0	867
PEAK HR FACTOR :	0.000	0.858	0.750	0.000	0.707	0.894	0.000	0.000	0.000	0.000	0.000	0.000	0.875	0.000	0.792	0.000	0.955
		0.894				0.860								0.834			

NOON	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
10:00 AM	0	36	17	0	14	40	0	0	0	0	0	0	21	0	24	0	152
10:15 AM	0	43	15	0	15	45	0	0	0	0	0	0	18	0	15	0	151
10:30 AM	0	41	9	0	13	31	0	0	0	0	0	0	23	0	17	1	135
10:45 AM	0	24	12	0	21	48	0	0	0	0	0	0	17	0	14	0	136
11:00 AM	0	37	11	0	13	49	0	0	0	0	0	0	17	0	10	0	137
11:15 AM	0	31	13	0	10	43	0	0	0	0	0	0	17	0	20	0	134
11:30 AM	0	37	17	0	14	50	0	0	0	0	0	0	20	0	14	0	152
11:45 AM	0	35	18	0	15	44	0	0	0	0	0	0	16	0	12	0	140
12:00 PM	0	35	14	0	18	34	0	0	0	0	0	0	15	0	20	0	136
12:15 PM	0	40	23	0	13	58	0	0	0	0	0	0	17	0	14	0	165
12:30 PM	0	33	25	0	15	39	0	0	0	0	0	0	13	0	11	0	136
12:45 PM	0	34	23	0	18	49	0	0	0	0	0	0	24	0	23	0	171
1:00 PM	0	45	20	0	13	30	0	0	0	0	0	0	14	0	11	0	133
1:15 PM	0	42	12	0	20	46	0	0	0	0	0	0	20	0	12	0	152
1:30 PM	0	26	19	0	11	30	0	0	0	0	0	0	24	0	19	0	129
1:45 PM	0	40	22	0	22	56	0	0	0	0	0	0	20	0	19	0	179
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	579	270	0	245	692	0	0	0	0	0	0	296	0	255	1	2338
APPROACH %'s :	0.00%	68.20%	31.80%	0.00%	26.15%	73.85%	0.00%	0.00%					53.62%	0.00%	46.20%	0.18%	
PEAK HR :	12:00 PM - 01:00 PM																TOTAL
PEAK HR VOL :	0	142	85	0	64	180	0	0	0	0	0	0	69	0	68	0	608
PEAK HR FACTOR :	0.000	0.888	0.850	0.000	0.889	0.776	0.000	0.000	0.000	0.000	0.000	0.000	0.719	0.000	0.739	0.000	0.889
		0.901				0.859								0.729			

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
2:00 PM	0	37	17	0	23	54	0	0	0	0	0	0	16	0	16	0	163
2:15 PM	0	64	16	0	17	62	0	0	0	0	0	0	18	0	24	0	201
2:30 PM	0	50	21	0	20	55	0	0	0	0	0	0	32	0	10	0	188
2:45 PM	0	55	41	0	17	71	0	0	0	0	0	0	21	0	24	0	229
3:00 PM	0	45	32	0	22	47	0	0	0	0	0	0	25	0	22	0	193
3:15 PM	0	46	29	0	26	71	0	0	0	0	0	0	24	0	19	0	215
3:30 PM	0	63	42	0	31	55	0	0	0	0	0	0	29	0	15	0	235
3:45 PM	0	58	40	0	30	72	0	0	0	0	0	0	32	0	17	0	249
4:00 PM	0	46	41	0	32	64	0	0	0	0	0	0	32	0	34	0	249
4:15 PM	0	50	28	0	49	65	0	0	0	0	0	0	26	0	71	0	289
4:30 PM	0	62	44	0	30	76	0	0	0	0	0	0	36	0	33	0	281
4:45 PM	0	47	45	0	35	51	0	0	0	0	0	0	25	0	24	0	227
5:00 PM	0	47	31	0	27	81	0	0	0	0	0	0	21	0	38	0	245
5:15 PM	0	59	51	0	38	64	0	0	0	0	0	0	15	0	23	0	250
5:30 PM	0	54	36	0	42	86	0	0	0	0	0	0	30	0	24	0	272
5:45 PM	0	46	33	0	25	53	0	0	0	0	0	0	22	0	22	0	201
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	829	547	0	464	1027	0	0	0	0	0	0	404	0	416	0	3687
APPROACH %'s :	0.00%	60.25%	39.75%	0.00%	31.12%	68.88%	0.00%	0.00%					49.27%	0.00%	50.73%	0.00%	
PEAK HR :	03:45 PM - 04:45 PM																TOTAL
PEAK HR VOL :	0	216	153	0	141	277	0	0	0	0	0	0	126	0	155	0	1068
PEAK HR FACTOR :	0.000	0.871	0.869	0.000	0.719	0.911	0.000	0.000	0.000	0.000	0.000	0.000	0.875	0.000	0.546	0.000	0.924
		0.870				0.917								0.724			

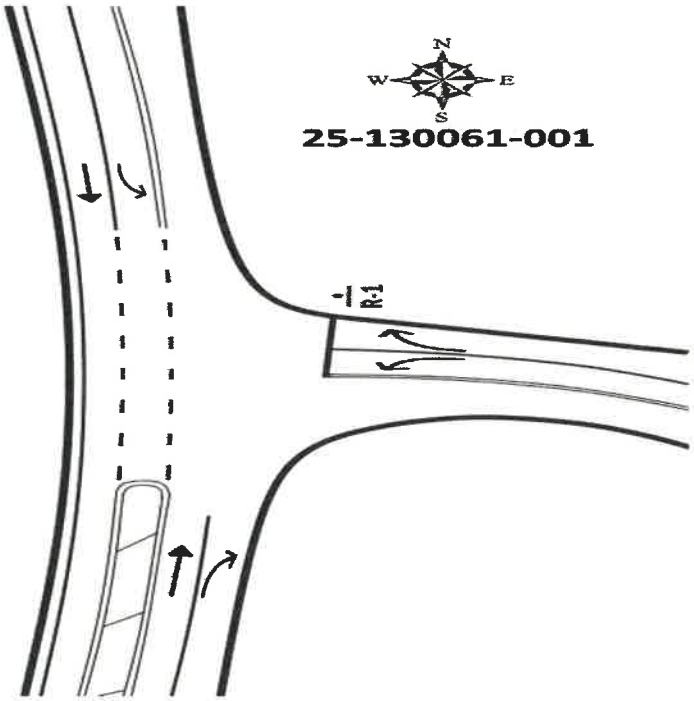
National Data & Surveying Services

Site Code:	**25-130061-001**
Date:	**02/12/2025**
Weather:	**Sunny**
City:	**Dundee**
County:	**Polk**
Count Times:	**06:00 - 10:00**
	10:00 - 14:00
	14:00 - 18:00
Control:	**1-Way Stop(WB)**

N

N/S Street: **N Scenic Hwy/SR 17**

Speed: **45/55 MPH**



E/W Street: **Lake Trask Rd**

Speed: **30 MPH**

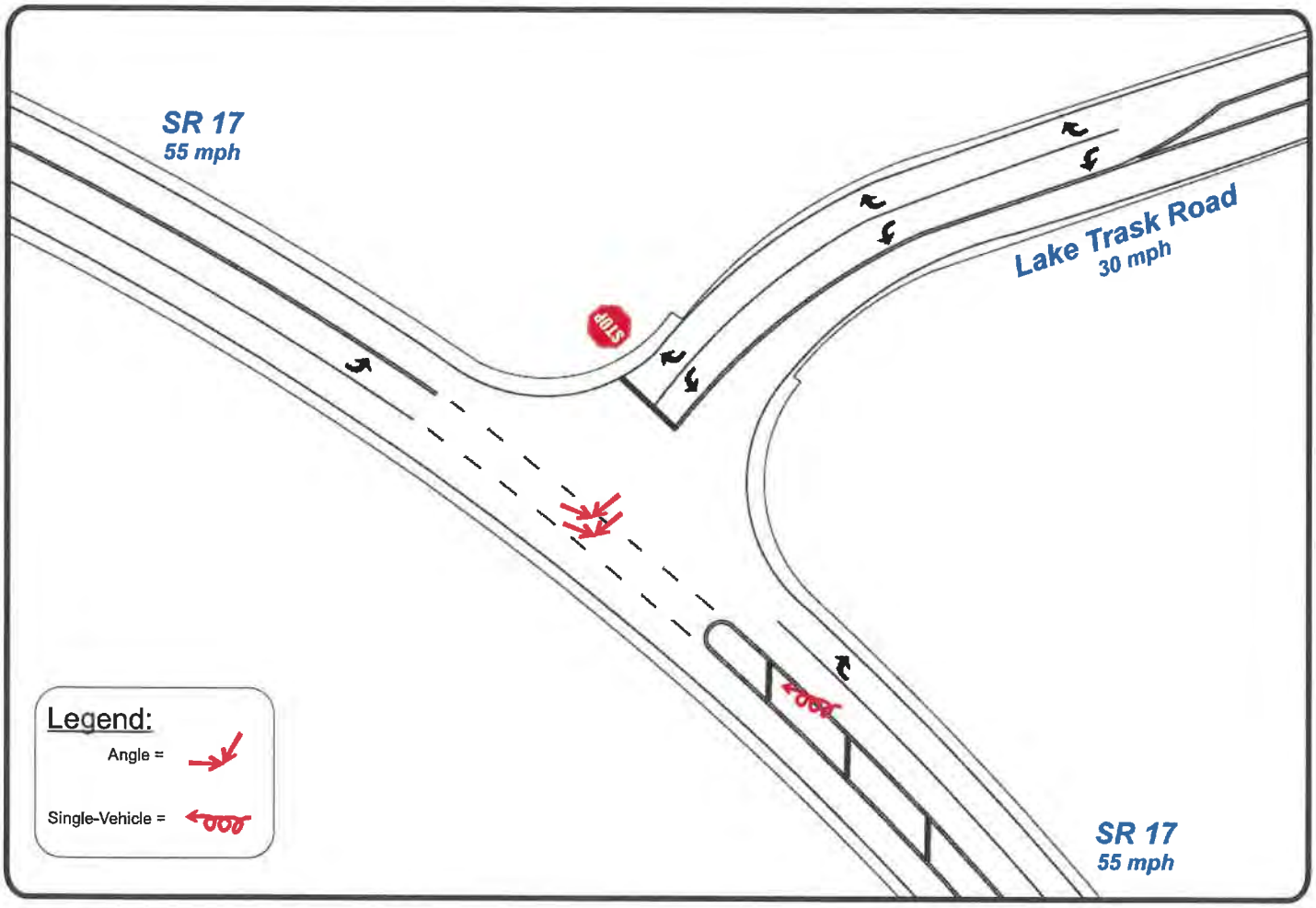
APPENDIX B

ITE Trip Generation Data, ITE Hourly Variation Rates

Hourly Distribution of Entering and Exiting Vehicle Trips by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

Land Use Code	210			210			210		
Land Use	Single-Family Detached Housing			Single-Family Detached Housing			Single-Family Detached Housing		
Setting	General Urban/Suburban			General Urban/Suburban			General Urban/Suburban		
Time Period	Weekday			Saturday			Sunday		
# Data Sites	7			3			2		
	% of 24-Hour Vehicle Trips			% of 24-Hour Vehicle Trips			% of 24-Hour Vehicle Trips		
Time	Total	Entering	Exiting	Total	Entering	Exiting	Total	Entering	Exiting
12:00 - 1:00 AM	0.3%	0.5%	0.2%	0.8%	0.6%	1.0%	0.6%	0.6%	0.6%
1:00 - 2:00 AM	0.2%	0.2%	0.1%	0.4%	0.6%	0.2%	0.6%	1.2%	0.0%
2:00 - 3:00 AM	0.2%	0.3%	0.1%	0.3%	0.4%	0.2%	0.0%	0.0%	0.0%
3:00 - 4:00 AM	0.2%	0.2%	0.2%	0.5%	0.4%	0.6%	0.3%	0.0%	0.6%
4:00 - 5:00 AM	0.6%	0.3%	0.8%	0.5%	0.6%	0.4%	0.0%	0.0%	0.0%
5:00 - 6:00 AM	1.2%	0.5%	2.0%	1.0%	0.8%	1.2%	1.8%	1.8%	1.8%
6:00 - 7:00 AM	3.7%	1.6%	5.8%	1.0%	0.4%	1.5%	1.5%	1.8%	1.2%
7:00 - 8:00 AM	6.5%	3.1%	10.0%	2.0%	0.8%	3.3%	1.8%	0.6%	3.0%
8:00 - 9:00 AM	6.2%	3.8%	8.5%	3.8%	2.5%	5.2%	4.7%	0.6%	9.0%
9:00 - 10:00 AM	4.6%	3.3%	5.8%	5.5%	5.0%	6.0%	4.7%	3.5%	6.0%
10:00 - 11:00 AM	4.9%	4.2%	5.6%	8.2%	6.2%	10.2%	11.5%	8.8%	14.4%
11:00 - 12:00 PM	5.3%	5.4%	5.1%	7.2%	8.7%	5.8%	7.7%	8.2%	7.2%
12:00 - 1:00 PM	5.7%	5.7%	5.7%	7.7%	7.3%	8.1%	9.2%	10.5%	7.8%
1:00 - 2:00 PM	6.1%	6.1%	6.0%	8.1%	7.1%	9.0%	9.8%	10.5%	9.0%
2:00 - 3:00 PM	6.6%	7.1%	6.1%	8.0%	8.7%	7.3%	5.9%	5.8%	6.0%
3:00 - 4:00 PM	7.5%	8.7%	6.2%	9.2%	9.8%	8.7%	4.4%	5.8%	3.0%
4:00 - 5:00 PM	8.9%	10.5%	7.4%	6.2%	6.9%	5.4%	8.3%	8.2%	8.4%
5:00 - 6:00 PM	8.7%	10.0%	7.3%	8.4%	9.6%	7.1%	9.8%	11.1%	8.4%
6:00 - 7:00 PM	7.2%	8.5%	5.9%	6.0%	7.3%	4.6%	6.2%	5.8%	6.6%
7:00 - 8:00 PM	5.1%	6.1%	4.2%	5.1%	4.8%	5.4%	5.3%	7.0%	3.6%
8:00 - 9:00 PM	4.6%	6.1%	3.1%	4.8%	6.0%	3.7%	4.1%	5.8%	2.4%
9:00 - 10:00 PM	3.3%	4.4%	2.3%	2.4%	2.7%	2.1%	0.3%	0.6%	0.0%
10:00 - 11:00 PM	1.6%	2.1%	1.0%	1.7%	1.5%	1.9%	1.5%	1.8%	1.2%
11:00 - 12:00 AM	1.0%	1.3%	0.6%	1.4%	1.5%	1.3%	0.0%	0.0%	0.0%



SR 17 & Lake Trask Road SWA
Project № 5611.2

Crash Diagram

State of Florida Department of Transportation

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

TRAFFIC SIGNAL WARRANT SUMMARY

City: Town of Dundee
County: 16 – Polk
District: One

Engineer: SS
Date: February 19, 2025

Major Street: SR 17 — Lanes: 1 — Major Approach Speed: 55
Minor Street: Lake Trask Rd — Lanes: 1 — Minor Approach Speed: 30

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY — ☑ 70% ☐ 100%

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

*Warrant 1 is satisfied if Condition A **or** Condition B is "100%" satisfied for eight hours.* ☐ Yes ☑ No

*Warrant 1 is also satisfied if both Condition A **and** Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems).* ☐ Yes ☑ No

*Warrant 1 is satisfied if Condition A **or** Condition B is "70%" satisfied for eight hours.* ☑ Yes ☐ No

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

Applicable: ☑ Yes ☐ No
100% Satisfied: ☐ Yes ☑ No
80% Satisfied: ☐ Yes ☑ No
70% Satisfied: ☐ Yes ☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	Minor	100%[a]	80%[b]	70%[c]	100%[a]	80%[b]	70%[c]
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

[a] Basic Minimum hourly volume
[b] Used for combination of Conditions A and B after adequate trial of other remedial measures
[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours							
	7-8 A.M.	8-9 A.M.	12-1 P.M.	1-2 P.M.	2-3 P.M.	3-4 P.M.	4-5 P.M.	5-6 P.M.
Major	681	635	594	581	769	880	963	966
Minor	178	124	73	83	92	117	126	93

2028 Volumes

Valencia Ridge

Form 750-020-01
TRAFFIC ENGINEERING
October 2020

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City: Town of Dundee
County: 16 -- Polk
District: One

Engineer: SS
Date: February 19, 2025

Major Street: SR 17 — Lanes: 1 — Major Approach Speed: 55
Minor Street: Lake Trask Rd — Lanes: 1 — Minor Approach Speed: 30

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ MAY ☑ 70% ☐ 100%

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

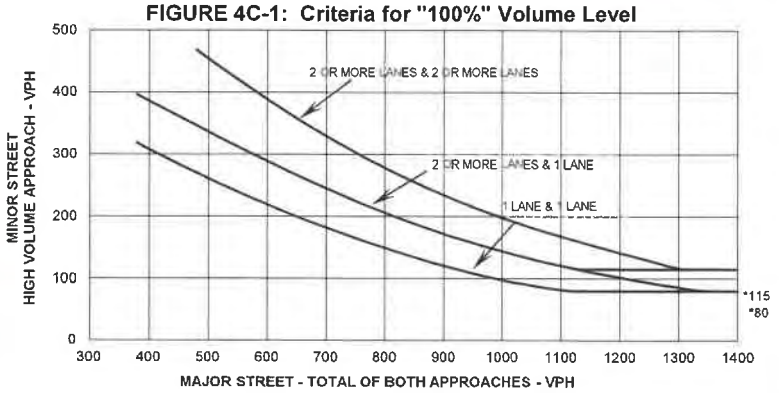
Applicable: ☑ Yes ☐ No
Satisfied: ☑ Yes ☐ No

Plot four volume combinations on the applicable figure below.

100% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street

FIGURE 4C-1: Criteria for "100%" Volume Level



** Note: 115 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 80 mph applies as the lower threshold volume threshold for a minor street approach with one lane.*

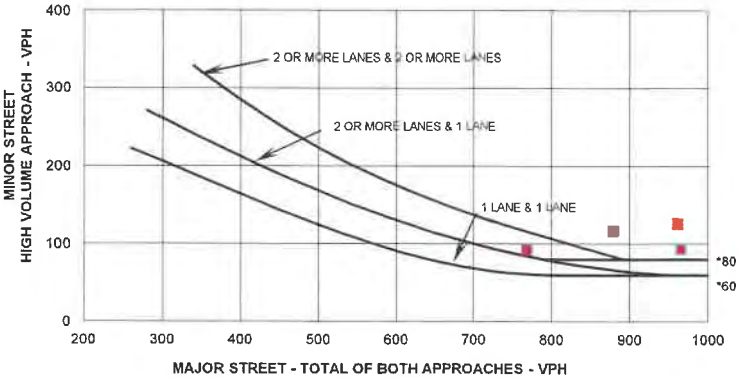
70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
2-3 P.M.	769	92
3-4 P.M.	880	117
4-5 P.M.	963	126
5-6 P.M.	966	93

2028 Volumes
Valencia Ridge

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr. (40 mph) on Major Street)



** Note: 80 ph. applies as the lower threshold volume for a minor street approach with two or more lanes and 60 ph. applies as the lower threshold volume threshold for a minor street approach with one lane.*

ADDENDUM TO VALENCIA RIDGE TIS

(Welsh Road & Steward Road Improvement)

The purpose of this addendum is to document the existing conditions of Welsh Road and Steward Road in the vicinity of the proposed Valencia Ridge development in the Town of Dundee. Welsh Road is a two-lane east-west roadway extending on both sides of SR 17. Steward Road is a north-south roadway extending from Lake Mabel Loop Road on the north to Welsh Road and beyond on the south.

Valencia Ridge, a residential development, is proposed to be developed in an area east of SR 17 and south of Lake Mabel Loop Road. This development is proposed to be served by an improved Welsh Road from SR 17 and by an improved Steward Road from Lake Mabel Loop Road.

Welsh Road and Steward Road are currently clay roads with insufficient widths and inadequate or no rights-of-way. Both of these roads will be improved as two lanes to serve Valencia Ridge as well as areas to be developed to the east and south of Valencia Ridge. These roadways will no longer be deficient in width or right-of-way through Valencia Ridge. They will be significantly improved with standard paved lanes and adequate rights of-way.

TPD No. 5611.1
05/02/2025

Traffic Planning and Design, Inc.
535 Versailles Drive, Maitland, Florida 32751 ■ Phone (407) 628-9955 ■ Fax (407) 628-8850 ■ www.tpdtraffic.com

VALENCIA RIDGE

PROPORTIONATE COST SHARE CALCUALTION

Valencia Ridge is a proposed 576-unit single family residential project located at SR 17 opposite Welsh Road approximately one-half mile south of Lake Trask in the Town of Dundee. In a recent traffic study prepared as per Town of Dundee and FDOT requirements, it was determined that the following improvements would be needed due to existing traffic, committed trips from other development and project trips.

1- SR 17 and Lake Trask Road

This is a T intersection controlled by a Stop sign on Lake Trask Road (the minor street). The stop-controlled approach of the intersection would be operating at LOS F due to delay caused by the stop control. Separate right and left turn lanes exist on all these approaches of the intersection. To provide satisfactorily traffic operating conditions for both SR 17 and Lake Trask Road approaches, a traffic signal would need to be installed at this location when warranted. A signal Warrant analysis conducted at this intersection indicated that it would be warranted with the addition of committed trips and project trips.

The Developer will participate in the cost of improving the deficient intersection to secure concurrency. While proportionate share calculations are typically based upon the increase in capacity due to an improvement, the signalization of a stop-controlled intersection decreases its total capacity. Therefore, for the signalization of the intersection of SR 17 and Lake Trask Road. The MUTCD Warrant 3- peak hour minor street approach threshold for signalization was used. The minor street approach threshold is 100 peak hour trips, and the project is adding 28 peak hour trips representing 28% of the warrant threshold. In the traffic study a total cost of $450,000 was estimated, making the Developer's proportionate share of $126,000.00.

TPD No. 5611.1
02/03/2026

2- Welsh Road & Access Improvements

Welsh Road east of SR 17 where the project is located does not exist. The Developer will construct a two-lane road to the Town of Dundee standards/specifications from SR 17 to Steward Road for a distance of one-half mile. As development occurs in the area, Welsh Road will be extended further east to HL Smith and beyond forming a parallel corridor to Lake Mable Loop Road. As a local collector in a transitioning area, this new roadway will create a two-way PM peak hour capacity of 790 vehicles. The project will consume 228 two-way PM peak hour trips representing a proportionate share of 29%. The cost of this roadway is estimated to be $4,660,000 per centerline mile, based upon 2024 Long Rage Estimate (LRE) Costing Tool by FDOT District one. This results in a proportionate share of $675,700 for the Developer.

The Developer will construct separate right and left turn lanes on SR 17 as per FDOT criteria. Additionally, at the request of FDOT, a separate left turn lane will be provided on Welsh Road.

The signalization of Welsh Road will occur if and when warranted as development occurs, The first phase of the development will be 150 units, and this will not warrant a signal. The signal at this access location may become warranted toward the end of project buildout.

3- SR 17 and Waverly Road

FDOT requested a separate southbound right turn lane at this location. As confirmed by FDOT, this improvement is not feasible due to lack of right of way on SR 17.

The above improvements have been discussed and agreed upon by both the Developer and FDOT.

Resolution No. 26-03
Exhibit "[Conditions]"

Valencia Ridge Reserve
Certified Subdivision Plan Conditions

1. In addition to the conditions set forth in this **Resolution No. 26-03**, pursuant to *Section 7.09.01 of the LDC*, the *Valencia Ridge Reserve Subdivision* shall be constructed in strict accordance with the *Town of Dundee Ordinance No. 22-17* and the approved MDP (see **Composite Exhibit "A"**).

2. Pursuant to *Section 7.02.03 of the LDC* and applicable Florida law, a *development order* and/or *development permit* will not be approved by the Town for the Subdivision unless a satisfactory concurrency evaluation is performed in accordance with *Article 6 of the LDC*. For purposes of this Agreement, the term(s) *development order* and *development permit* shall have the meanings as set forth in *§163.3164, Florida Statutes (2025)*. For purposes of this condition, upon approval of this **Resolution No. 26-03**, the Applicant shall be authorized to proceed with site construction and dry-line installation for the Subdivision.

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

4. Pursuant to *Section 54-9 of the Town of Dundee Code of Ordinances* and *Section 6.01.07 of the LDC*, the Applicant and Town shall enter into a *Transportation Infrastructure Developer's Agreement* in order to address necessary transportation improvements necessitated by the capacity demands of the Subdivision; proportionate share payment; transportation impact fee credits, if applicable; and, subject to applicable Florida law and to the extent applicable, terminate any previously entered into agreement(s) which may be applicable to the Property.

5. Upon entering into the *Transportation Infrastructure Developer's Agreement* with the Town, the Applicant shall be deemed to have satisfied transportation concurrency requirements; provided, however, if the Owner/Applicant fails to apply for a development permit within eighteen (18) months of the Effective Date of this **Resolution No. 26-03**, then the certificate of concurrency approval, shall be deemed and/or considered null and void. In addition, the Town hereby acknowledges and agrees that Applicant's compliance with the terms and conditions of set forth in this **Resolution No. 26-03**, and absent any increase in

the transportation impacts, Owner/Applicant shall be deemed to have satisfied all requirements for the mitigation of traffic impacts for all phases of the Subdivision, as detailed in the *Traffic Impact Study*, *Signal Warrant Analyses*, *Stage 1 ICE Reports*, *Addendum to Valencia Ridge TIS* and *Valencia Ridge Proportionate Cost Share Calculation* (hereafter collectively referred to as the "Traffic Study") (see **Composite Exhibit "C"**), within the Town's jurisdiction through buildout of the Subdivision. Additionally, nothing herein shall be construed to exempt the Owner/Applicant from meeting the requirements of all other applicable laws, regulations, and/or code provisions.

6. No building permits for any residential structures shall be issued by the Town for the Subdivision until all required infrastructure systems and improvements required by the *Town of Dundee Land Development Code*, *Code of Ordinances*, this **Resolution No. 26-03**, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.

7. Unless the Town has performed a *satisfactory concurrency evaluation* related to the Town's ability to provide allocable potable water capacity for the Subdivision, the Valencia CSP shall not be considered complete for the purpose of providing a basis upon which a final plat may be considered for approval.

8. Pursuant to *Town of Dundee Ordinance No. 24-09* and applicable law, in the event the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the construction of the applicable and required infrastructure systems and/or improvements for the Subdivision shall also be complete and accepted by the Town prior to Final Subdivision Plat approval.

9. In the event the construction of the required infrastructure systems and/or improvements for the Subdivision are not complete and accepted by the Town, *Final Subdivision Plat approval* for the *Valencia Ridge Reserve Subdivision* shall be conditioned upon the Applicant providing the Town with *adequate performance security* and *adequate defect security.*

   For purposes of this **Resolution No. 26-03**, *adequate performance security* and *adequate defect security* shall mean, at a minimum, as follows:

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

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

(b) ***Adequate defect security*** shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer's agreement or development agreement, if applicable, 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 and Town Engineer. 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.

10. To the extent not inconsistent with applicable law, this **Resolution No. 26-03** expressly incorporates by reference all conditions and set forth in *Town of Dundee Ordinance No. 22-17* and the MDP; and

11. Notwithstanding other applicable provisions of the Town of Dundee Land Development Code, for purposes of this **Resolution No. 26-03**, the term(s) *Abandon/Abandonment* shall mean the intentional and voluntary relinquishment of the approved use(s). The *temporary cessation* of approved use(s) does not operate to effect an abandonment of the use(s). For purposes of this condition, *temporary cessation* means a temporary cessation of a use for a period of time not to exceed 120 consecutive calendar days. In the event of *discontinuance* of a use for a period of time exceeding 120 consecutive calendar days or a period of time totaling 180 calendar days within a calendar year, the use(s) shall be deemed abandoned. An order of the Town of Dundee Code Enforcement Special Magistrate finding that the property failed to strictly adhere to the condition(s)

prescribed by **Resolution No. 26-03** shall constitute an *abandonment* of the *site development plan* approved herein.

Town of Dundee

Subdivision Applications

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

In addition to the application, please provide all materials as listed on the application checklist. It is important that all information be complete and accurate when submitted to the Town. Additional pages may be attached to provide necessary information. The project review name shall be a unique name that will be carried through the entire subdivision review process (Concept Plan, Preliminary Subdivision Plan, Certified Subdivision Plan, and Final Plat). The project may be platted as a different name, but the project review name shall carry through the entire review process.

MAR 05 2024

SITE INFORMATION

Project Review Name: Valencia Ridge Reserve

Parcel I.D.#s: 272835-000000-041010, 272835-000000-013000 & 272835-000000-014010

Site Address or General Location: West of Scenic Hwy, South of Welsh Rd, East of Steward Rd

Present Use of the Property: Vacant **Total Acreage:** 38.52

Legal Description of the Property: See attached legal description

PROPERTY OWNER:

Name: Welsh Road Land Investments LLC

Mailing Address: 1901 Ulmerton Rd Suite 475

City: Clearwater **State:** Florida **Zip:** 33762

Home/Mobile Phone: 727-599-4603 **Email Address:** susan@cornerstonelandcompany.com

APPLICANT/AGENT:

Name: Welsh Road Land Investments LLC

Mailing Address: 1901 Ulmerton Rd Suite 475

City: Clearwater **State:** Florida **Zip:** 33762

Home/Mobile Phone: 727-599-4603 **Office:**

Email Address: susan@cornerstonelandcompany.com

Applicant is: ☑ Owner ☐ Agent/Representative ☐ Purchaser ☐ Lessee

SUBDIVISION APPLICATION:

☐ Concept Plan ☐ Preliminary Subdivision Plan ☒ Certified Subdivision Plan ☐ Final Plat

Current Future Land Use Designation: LDR **Current Zoning Designation:** PUD-R

Proposed Number of lots: 150

Date Application Accepted by Town: 03-05-2024 MAR 05 2024

Project ID Number: Valencia Ridge Reserve

Application Fee Amount Paid: 5,006.13 **Review Deposit Amount Paid:** —

Ck #002316

BCarter

Town of Dundee

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), Welsh Road Land Investments LLC being duly sworn, depose and say that (I) (we) own one or more of the properties involved in this petition and that (I) (we) authorize the Town of Dundee to process this application in accordance with all adopted Town rules and regulations, and in conformance with State law.

Further (I) (we) or any agent or lessee of the subject property authorized by (me) (us) to file this petition, deposes and say that the statements and answers contained in the application for annexation, and any information attached thereto, present the arguments in behalf of this petition to the best of (my) (our) ability; and that the statements and information referred to above are in all respects true and correct to the best of (my) (our) knowledge and belief.

OWNERS

Signature of Owner

Susan Collins/Manager
Printed Name/Title of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name/Title of Owner

Signature of Owner

Printed Name of Owner

STATE OF FLORIDA NZD
COUNTY OF ~~POLK~~ PINELLAS

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 18 day of DECEMBER, 2023 by SUSAN COLLINS, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

NINA L. DUREN
MY COMMISSION # GG 962023
EXPIRES: June 22, 2024
Bonded Thru Notary Public Underwriters

Notary Public
Notarial Seal and Commission
Expiration Date 6/22/2024

Town of Dundee

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), _____ being duly sworn, depose and say that (I) (we) serve as _____ for the owner(s) (agent or lessee) in making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this capacity.

Further, (I) (we) depose and say that the statements and answers herein contained and other information attached hereto present the arguments in behalf of the petition herein requested to the best of (my) (our) ability and that the statements and information above referred to are in all respects true and correct to the best of (my) (our) knowledge and belief.

AGENT, LESSEE, OR BUYER(S)

_____ Signature of Agent, Lessee, or Buyer(s)

_____ Printed Name of Agent, Lessee, or Buyer(s)

_____ Signature of Agent, Lessee, or Buyer(s)

_____ Printed Name of Agent, Lessee, or Buyer(s)

_____ Signature of Agent, Lessee, or Buyer(s)

_____ Printed Name of Agent, Lessee, or Buyer(s)

_____ Signature of Agent, Lessee, or Buyer(s)

_____ Printed Name of Agent, Lessee, or Buyer(s)

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

_____
Notary Public
Notarial Seal and Commission
Expiration Date

Town of Dundee

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

FINANCIAL RESPONSIBILITY FORM

The undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all Town expenses associated with the referenced application, including time spent by the Town's consultants consistent with the Town's adopted application fee schedule, extraordinary expenses, and development review deposit policies.

Name: Susan Collins **Title:** Manager

Company: Welsh Road Land Investments LLC

Company Address: 1901 Ulmerton Rd Suite 475

City/State/Zip Code: Clearwater, FL 33762

Telephone Number: 727-599-4603

Email Address: susan@cornerstonelandcompany.com

I hereby certify that all information contained herein is true and correct.

1. **Signed this** 18 **day of** DECEMBER, 2023

Signature of Property Owner, Lessee, Contract Purchase, or Applicant (circle one)

Certified Subdivision Plan Application Checklist

Requirements as set out in section 7.01.07 of the Land Development Code

All boxes must be checked or noted as non-applicable. Information indicated must be attached and submitted with this form or the application will be deemed incomplete. The application documents must be submitted in digital and hardcopy.

GENERAL SUBDIVISION REVIEW PROCESS

Whenever any subdivision of land is proposed, before any contract is made for the sale of any part thereof, and before any permit for the installation of utilities, either public or private, construction, paving and drainage, or structures in such proposed subdivisions shall be granted, the subdividing owner, or his authorized agent, shall apply for and secure approval of such proposed subdivision through submission of the following documents:

1. Concept plan review
2. Preliminary subdivision plan
3. Certified subdivision plan
4. Final subdivision plat

Sections 7.01.05 through 7.01.08 of the Town of Dundee Land Development Code outline the requirements for these processes.

The Town has established a checklist for each level of application review. There is one subdivision application for use for all levels of subdivision review. Please select the appropriate level of subdivision review requested.

Certified Subdivision Plan Application Checklist

What is this checklist?

- This checklist is based on the Dundee Town Code and is being provided as a courtesy to help streamline the submittal review process.
- Plans and other submitted materials will be reviewed for compliance with requirements of the Town of Dundee Code of Ordinances and Land Development Code. This checklist is intended to give you the ability to be sure that the bulk of the code requirements have been incorporated into your submittal.
- The Code requirements represent a large portion of the detailed content required for project submittals.

How should this checklist be used?

- *As a content guide.* Submitted plans must address each item in the code, as applicable to your project. You can smooth and shorten the review process by making sure that every item on the checklist has been fully addressed in your project design.
- *As a verification document.* When you submit your plans, include a copy of the completed checklist, with every item either initialed to indicate that it has been addressed in the design, or marked "N/A" to indicate the item is not applicable to your project.
- *As a means to speed up the review process.* Projects with completed checklists are simpler to review, and completion of the review can be achieved sooner.

NOTE: Town of Dundee requirements may differ from other agencies or municipalities, so the way you as an applicant have addressed certain issues in the past or in other jurisdictions may not apply in Dundee. The Code contains Dundee's requirements, and is the Town's rulebook.

Please initial each item on the following pages to show it has been incorporated into your submittal. If an item is not applicable to your submittal, enter "N/A" in the initial blank. Sign below to state that you have provided the information in your submittal and submit the initialed and signed checklist as part of your resubmittal package:

I have reviewed the Certifed Subdivision Plans submitted for Valencia Ridge Reserve (project review name) against the Town of Dundee's Content Requirements Checklist and have incorporated the required items into the design submittal.

GEI Manager
Applicant

02/29/2024
Date

Certified Subdivision Plan Application Checklist

The following items are required for a submittal package to be accepted for review. Applicant to initial or write N/A for each item below.

DA Complete Certified Subdivision Plan Application form including signature from owner and representative/agent.

N/A Owner's statement of application (Per Town)

DA Required fees

DA Agent authorization for agent to act on behalf of owner if applicant is different from the owner.

DA Current ownership information for the subject property – the name of the owner stated on the application must match the information on the Property Appraiser's website.

DA Submit 6 paper copies plus one electronic copy of all documents.

DA Pages of all plans, calculations, reports, and any other material submitted to the Town must be sequentially numbered.

DA Calculations and specification documents signed and sealed by a professional engineer or other professional shall be signed and stamped on the Index Sheet of the document that describes in detail the contents of the document, e.g., the table of contents page, in compliance with Florida Administrative Code 61G1523.001(3)(b). Signing and stamping the document cover sheet does not meet this requirement.

DA Drawings signed and sealed by a professional engineer or other professional shall be signed and stamped on every sheet, in compliance with Florida Administrative Code 61G1523.001(3)(a),

DA Plans must be clearly labeled "Certified Subdivision Plan – CSP" on all sheets.

DA Calculations and models for the following:

- DA Potable water system
- N/A Fire suppression water system.
- N/A Sanitary sewer lift station(s) and force main(s), if part of the project
- DA Stormwater system calculations

N/A Copy of SWFWMD Environmental Resource Permit or written exemption letter. (We will Submit Copy once received

DA Certified Subdivision Plan, containing the minimum elements identified on the attached "Certified Subdivision Plan Content Requirements" checklist.

DA A signed copy of the attached "Certified Subdivision Plan Content Requirements" checklist.

Certified Subdivision Plan Application Checklist

CERTIFIED SUBDIVISION PLAN (CSP) CONTENT REQUIREMENTS CHECKLIST

Per Town Code 7.01.07, the following items of content must be included in the Certified Subdivision Plan. Applicant to initial or write N/A for each item below.

DH The CSP shall be substantially similar to the PSP and shall be drawn to a scale of not more than one inch = 50 feet.

DH The size of sheets shall be 24 inches by 36 inches

DH CSP shall contain, in addition to the data provided on the PSP, the following:

DH Name, address, and seal of registered engineer and surveyor responsible for the plan and accepted data.

DH All existing fire hydrants, underground and aboveground utilities on or adjacent to the proposed subdivision.

DH All existing streets on or adjacent to the tract, including name, functional classification, right-of-way width and pavement width. Existing streets shall be dimensioned to the tract boundaries. All subdivisions shall have safe and adequate access and no subdivision shall have access or frontage on a substandard street.

DH Existing and proposed contours shown at not more than one-foot intervals and shall be extended a minimum of 100 feet beyond the boundaries of the proposed plat. USGS datum shall be used with benchmarks shown on the plan.

DH Site design, including streets with proposed street names and functional classification, lot lines, utility access and service easements.

DH Typical roadway cross-section and profiles shall be provided, including all information for street and sidewalk construction.

DH Roadway profiles shall display existing and proposed underground construction along the street centerline. Stationing data shall be at intervals of no less than 50 feet.

N/A A permit or permits from the jurisdictional permitting agency or agencies approving any access to state, county, or local roadways. (We will submit copy once received)

N/A Natural features within and adjacent to the proposed plat, including drainage channels, bodies of water, wetlands, wildlife habitat, and other significant features.

N/A Jurisdictional wetlands shall be clearly delineated and surveyed, signed and sealed by a registered land surveyor.

N/A On all watercourses leaving the tract the direction of flow shall be indicated, and for all watercourses entering the tract the approximate drainage area and watershed name above the point of entry shall be noted.

N/A Identification and designation of any portion of the site within the 100-year floodplain, based on calculations recognized by FEMA as the most recent and accurate available. Where a portion of the site is known or



Certified Subdivision Plan Application Checklist

suspected to be within the 100-year flood area, and a FEMA report or town floodplain overlay is not sufficiently precise, an engineering analysis shall be required. Such analysis shall be performed by a registered engineer.

DH All information needed to construct drainage and stormwater management facilities, including complete cross sections and complete calculations based on design criteria established in relevant sections of this Code, including on-site, positive and final outfall. This information shall be signed and sealed by a registered engineer. Accompanying these data shall be a permit or permits from the required permitting agency or agencies approving the proposed stormwater management system.

DH Utilities plan, detailing public and private water and wastewater treatment facilities, wastewater effluent reuse lines, location of lines, valves, pumps, fire hydrants, manholes, pump stations and other data as set forth in relevant sections of this Code. Accompanying these data shall be all required permits by authorized permitting agencies approving the utilities plan.

DH Public facilities existing or to be located within the plat boundaries or within 100 feet of the proposed plat including streets, bridges, culverts, utility lines pipelines, power transmission lines, all easements, public and/or common areas including park areas, structures and other public structures and facilities.

N/A Notes to be placed on the final plat which indicate arrangements for ownership and/or maintenance of drainage facilities or other common property or facilities. In the event the plat includes open space, clubhouses, playgrounds or other amenities to be owned and used in common by residents of the development, a plat note shall be added requiring the creation of a homeowners or property owners association which shall be responsible for such facilities.

Per Town Code 3.06.00, numerous items must be addressed as part of the project stormwater system design. Note that these requirements are in addition to any requirements imposed by SWFWMD. The following items are the most-often used portions of this code section. Applicants are encouraged to review designs in respect to the entirety of section 3.06, found on MuniCode at https://library.municode.com/fl/dundee/codes/code_of_ordinances

DH Street drainage shall be diverted to a stormwater management system of sufficient capacity to retain at least the stormwater runoff from each drainage area for a 25-year, 24-hour storm event.

N/A Existing lakes shall not be used as detention areas.

DH Positive drainage facilities shall be provided for all detention areas to handle the runoff from storms which exceed the 25-year, 24-hour storm in duration and severity.

DH All retention/detention areas shall be sodded in accordance with town regulations, and should be planted in trees, shrubs, or other growing plants that take up large volumes of nutrients. (See Note 13 on Sheet 4.0)

DH All drainage systems shall include special engineering design features to minimize pollution and oil, suspended solids, and other objectionable material in stormwater runoff within acceptable limits. Treatment facilities shall be designed by a Florida registered engineer to treat adequately the stormwater runoff resulting from rainstorms of the maximum intensity predicted for the area at a 25-year, 24-hour duration.

N/A Storm drainage into natural water bodies. The first inch of rainfall from each storm shall be retained and percolated into the ground, collected and evaporated, or given chemical-physical treatment wherever an outfall is utilized which discharges into a lake, a canal or stream with a daily mean discharge of less than five cubic feet



per second, or a canal or stream which flows into a lake within one mile. Runoff from rainfall in excess of the first inch and outfalls into canals and streams with an average daily flow exceeding five cubic feet per second shall be treated as specified in section 3.06.03. Outfalls into lakes shall be designed to prevent lake bottom scouring. Acceptable methods include use of an energy dissipator or extending the outfall to discharge at a depth of ten feet or half the maximum depth of the lake, in accordance with current and amended regulatory permitting practices.

DH Inlet spacing. Street inlets shall be spaced so as to accept 100 percent of design runoff. Typically, the maximum allowable gutter run will be 1,000 feet on streets with standard curb and gutter, and 500 feet on streets where Miami curbs are used.

N/A Natural watercourses. Should the proposed development area contain an existing natural watercourse, drainageway, channel, or similar drainage feature, such watercourse and associated vegetation shall be maintained and the proposed development designed so as to preserve the same. However, the use of such watercourse to carry runoff from any development shall be permitted, if provision for control of sediment in the excess runoff is made prior to the entrance of the runoff to the watercourse. This does not preclude the use of wetlands for storage and treatment of stormwater runoff, as long as the design drainage system does not measurably degrade the affected area.

N/A All swales, ditches, or canals shall have sufficient right-of-way provided to allow for the installation of the ditch, plus a minimum of a 20-foot maintenance berm on each side and a 15-foot property setback adjacent to the installation. Areas adjacent to the ditches and canals shall be graded in such a manner as to preclude the entrance of excessive runoff except at locations provided.

N/A The maximum side slope permitted shall be 3 to 1, with the top ditch bank rounded off. The minimum bottom width of outfall ditches and canals shall be four feet.

DH All runoff from each individual unit must be handled to a point of positive outfall. No design of an individual unit shall be dependent upon the ultimate installation of a future unit.

N/A Where an existing outfall is being utilized and the capacity to handle any additional runoff is in question, data to support the design shall be included in the analysis. All ditches shall be sized using accepted engineering practices. In all cases, sufficient engineering data giving drainage area, velocity, and depth of flow is to be included in the drainage analysis.

N/A Unless unstable or highly erosive soil conditions indicate that a lower design velocity is desirable, or unless erosion protection is provided, the maximum allowable velocity shall be five feet per second. The maximum grade of the outfall ditch, likewise, shall be that grade which will produce a velocity of five feet per second. The minimum grade shall be that grade required to provide for design flow.

DH All retention/detention basins shall be readily accessible from streets or public rights-of-way, and shall be situated so that maintenance can be easily performed. All drainage facilities shall be of a low-maintenance type and designed as follows:

DH Retention/detention basins shall be so designed that all detained water from the design storm is removed after 72 hours. If this is not accomplished by percolation and evaporation, the basin must include a bleed-down system to relieve the excess amount and return it to the discharge side of the outlet structure.

Certified Subdivision Plan Application Checklist

The side slopes of all detention basins shall be kept as flat as possible (maximum of four feet horizontal to one foot vertical), providing soil conditions are suitable to sustain plant growth and control erosion. If one inch or more of water remains in the retention basin for more than 72 consecutive hours, detention basins shall be enclosed with a gated, six-foot high chain link fence, except when the detention facility is a man-made lake or is part of a landscaped park or conservation scheme.

N/A Underground seepage systems are not allowed.

All submitted stormwater design plans shall include the following tabulations:

Location and type of structure.

Type and length of line.

Drainage area.

Runoff factor.

Time of concentration to structure.

Rainfall intensity.

Total runoff.

Hydraulic gradient control elevation.

Hydraulic grade line, crown elevation, and flow line of each pipe.

Physical drop in pipe.

Hydraulic gradient loss.

Diameter of pipe.

Hydraulic gradient slope.

Velocity

Pipe material shall be reinforced concrete pipe (RCP). The minimum diameter shall be 15 inches.

All structures shall be constructed of concrete and all fins and irregular projections shall be chipped off flush with the surface immediately following the removal of forms. All projecting wires and nails shall be cut off at least one-half inch under the surface. All cavities produced by metal spacers, form tiles, bolts, honeycomb spots, etc., shall be carefully cleaned, saturated with water, and then carefully painted with mortar. All construction and expansion joints in the completed work shall be left carefully tooled and free of mortar and concrete. Joint filler shall be left exposed for its full length with clean edges. Mortar topping for upper horizontal surfaces shall not be used. Paved inserts shall be required.



Certified Subdivision Plan Application Checklist

For all concrete surfaces which are to receive a surface finish, the contractor shall remove the forms and finish the concrete immediately after the concrete has set sufficiently. Minimum manhole diameters for intersecting pipe sizes shall be as follows:

Inlets shall be spaced in such a manner as to accept 100 percent of the design runoff. The actual required spacing will depend on the characteristics of each particular site.

Computation for drainage culverts, ditch sizes, and inlet spacings shall be based on the storm frequency design standards required in this code and shall be submitted for approval.

All storm sewer layouts shall avoid abrupt changes in direction or slope and shall maintain reasonable consistencies in flow velocity. Where abrupt changes in direction or slope are encountered, provisions shall be made to handle the resultant head loss.

Additional items:

Title block identifying the name and/or title of the proposed subdivision. The project review name shall be a unique name that will be carried through the entire subdivision review process (Concept Plan, Preliminary Subdivision Plan, Certified Subdivision Plan, and Final Plat). The project may be platted as a different name, but the project review name shall carry through the entire review process. (Note that this requirement is a continuation of the requirement in the Concept and Preliminary Subdivision Plan phases.)

Where easements for underground pipes are proposed, easements must be a minimum width calculated as follows: pipe diameter + 2 feet on each side + (2 x depth to invert). Minimum easement width is 20 feet.

Welsh Road Land Investments LLC

1901 Ulmerton Road Ste 475
Clearwater, FL 33762

Re: Project known as Valencia Ridge Reserve
Parcel ID: 272835-000000-043030, 272835-000000-043010, 272835-000000-041010
Parcel located South of Welsh Road Extension

To Whom It May Concern,

With this letter, I hereby authorize Quigg Engineering, Inc. to act as agent for all permitting with the Town of Dundee, Polk County, SWFWMD, Florida Department of Transportation and the Florida Department of Environmental Protection for the project referenced above located on my property.

Sincerely,

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 1st day of June, 2023 by Susan K. Collins of Welsh Road Land Investments
By means of ✓ Physical Presence or __ Online Notarization.

S/He is ✓ personally known or __ Produced Identification. Type of Identification Produced _____, and did __ /did not ✓ take an oath.

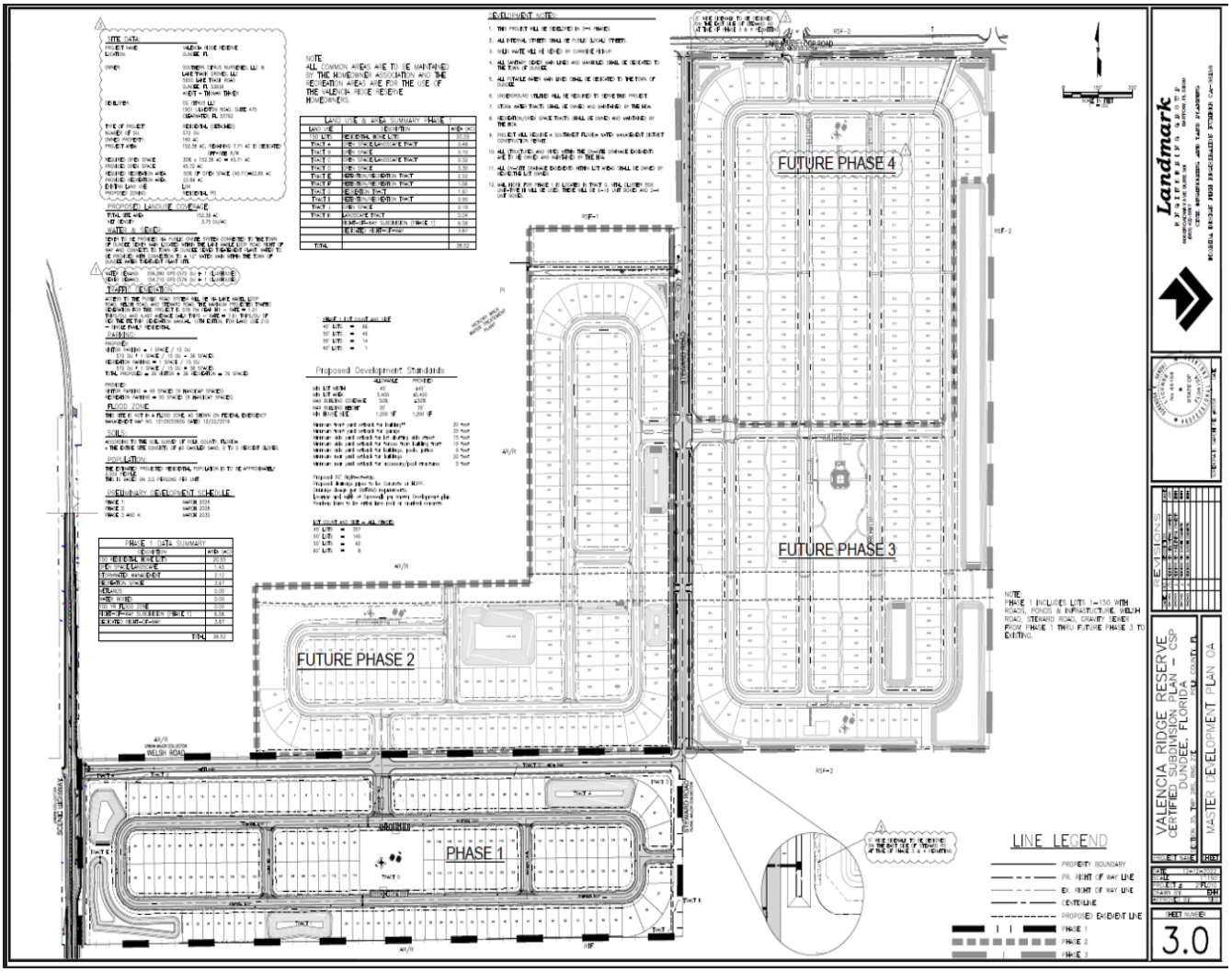
Nina L Duren
Signature of Person Taking Acknowledgement

Nina L. Duren
Printed Name of Person Taking Acknowledgement

NOTARY PUBLIC STATE OF FLORIDA
NINA L. DUREN
MY COMMISSION # GG 962023
EXPIRES: June 22, 2024
Bonded Thru Notary Public Underwriters

Notary Seal

VALENCIA RIDGE CSP SITE PLAN



Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	February 10, 2026	**Submitted By:** Lorraine Peterson, Assistant Town Manager & Development Services Director
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, RESOLUTION 26-04 WOODLAND RANCH PHASE 2 WEST	
STAFF RECOMMENDATION: (MOTION READY)	A motion to approve Resolution 26-04 Woodland Ranch Phase 2 West	
SUMMARY *and/or* JUSTIFICATION:	The developer of Woodland Ranch Estates Phase Two has submitted a final plat for review and approval in accordance with Chapter 177, Florida Statutes, the Town of Dundee Code of Ordinances, and the Town's Land Development Code. The plat reflects the layout of lots, tracts, easements, rights-of-way, and other improvements necessary for the continued development of the subdivision. Town staff and the Town's consulting engineer have reviewed the plat and associated construction of required infrastructure improvements. These improvements include, but are not limited to, roadways, drainage facilities, utilities, and other public infrastructure necessary to serve the subdivision. Staff has confirmed that required improvements have been completed in accordance with approved plans and Town standards, or that appropriate surety has been provided where applicable.	

	EXHIBIT(S):	X	**OTHER:**	
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B*	Resolution 26-04 Staff Report			
SELECT, *if applicable*	**RESOLUTION: 26-04**	X	**ORI** **FISCAL IMPACT** *(if any)*	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(If Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)*	A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THAT CERTAIN PLAT ENTITLED "WOODLAND RANCH ESTATES PHASE TWO" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES, AND APPLICABLE PROVISIONS OF THE TOWN OF DUNDEE CODE OF ORDINANCES AND TOWN OF DUNDEE LAND DEVELOPMENT CODE; CONFIRMINGTHE ACCEPTANCE OF IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE GENERAL PUBLIC AND TOWN OF DUNDEE, FLORIDA, AS NOTATED ON THAT CERTAIN PLAT ENTITLED "WOODLAND RANCH ESTATES PHASE TWO" PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE REPEAL OF ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVERNER'S ERRORS; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.			
FISCAL IMPACT *(if any):*				$0.00

Space for Recording

RESOLUTION NO. 26-04

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THAT CERTAIN PLAT ENTITLED "WOODLAND RANCH ESTATES PHASE TWO" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES, AND APPLICABLE PROVISIONS OF THE TOWN OF DUNDEE CODE OF ORDINANCES AND TOWN OF DUNDEE LAND DEVELOPMENT CODE; CONFIRMINGTHE ACCEPTANCE OF IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE GENERAL PUBLIC AND TOWN OF DUNDEE, FLORIDA, AS NOTATED ON THAT CERTAIN PLAT ENTITLED "WOODLAND RANCH ESTATES PHASE TWO" PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE REPEAL OF ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVERNER'S ERRORS; PROVIDING FOR RECORDATION; 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, on September 10, 2023, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the "Town Commission") passed and adopted *Town of Dundee Resolution No. 23-26* (the "Resolution") approving with conditions the Certified Subdivision Plan (the "CSP") for the Woodland Ranch Estates Phases II and Subdivision (the "Subdivision"); and

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

WHEREAS, pursuant to the Resolution (see **Exhibit "A"**), the Town Commission conditionally approved the CSP for construction of utility systems and other required infrastructure in accordance with Section 7.01.07 of the Town of Dundee Land Development Code (the "LDC") and the conditions set forth in the Resolution which included, but was not limited to, the condition that, prior to the issuance of a building permit for *any* structure located on or within the Subdivision, all required infrastructure systems and improvements required by the LDC, the Town of Dundee Code of Ordinances, the Resolution (see **Exhibit "A"**), and applicable Florida law are fully operational and accepted by the Town and/or entity with jurisdiction; and

WHEREAS, on September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Ordinance No. 24-10* (the "Moratorium") establishing a moratorium on and/or for the acceptance and processing of applications for annexations, rezonings, building permits, planned developments, master planned communities, development order(s), and development permit(s); and

WHEREAS, pursuant to the terms and conditions of *Town of Dundee Ordinance No. 24-10*, pending a satisfactory concurrency evaluation, the Subdivision was specifically and conditionally exempt from the Moratorium; and

WHEREAS, on December 2, 2024, the owner/applicant (the "Owner"), Woodland Ranch Estates, LLC, submitted the *Town of Dundee Development Services – Hardship Application* (the "Application"); and

WHEREAS, on December 10, 2024, at a duly noticed public meeting, the Town Commission *conditionally approved* the Application and entered **HARDSHIP ORDER NO. 01-24** (hereafter the "Order") which provided the Owner with an exception to the moratorium; and

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

WHEREAS, on June 26, 2025, pursuant to the Code, the LDC and applicable agreements, the Owner submitted a request to the Town for an *adequacy determination*

related to potable water concurrency for the development Woodland Ranch Estates Subdivision (the "Development"); and

WHEREAS, on June 27, 2025, the Owner and Town executed the *Town of Dundee, Florida Concurrency Certification Potable Water Capacity* (the "Certification") for the Development; and

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

WHEREAS, the Owner, **Woodland Ranch Estates, LLC**, an active Florida limited liability company authorized to transact business in the State of Florida**,** of the below-described lands submitted that certain plat entitled *Woodland Ranch Estates Phase TWO* (the "Plat") for approval for filing by the Town Commission in accordance Chapter 177 of the Florida Statutes, Section 7.01.00 of the LDC, and the Resolution (see **Exhibit "A"**); and

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

WHEREAS, copies of the Plat, Mortgagee(s) Joinder and Consent, and Affidavit of Interested Parties are attached hereto as **Composite Exhibit "D"** and made a part hereof by reference; and

WHEREAS, the Plat (see **Composite Exhibit "D"**) includes certain improvements and dedications in favor of the general public and Town of Dundee, Florida; and

WHEREAS, all required conditions and/or performance items set forth by the Resolution (see **Exhibit "A"**) for the Subdivision which included, but were not limited to, road rights-of-way, utility system(s), stormwater management infrastructure and improvements, and wetland mitigation, if any, have been satisfactorily performed and/or completed in accordance with applicable Town requirements and/or standards; and

WHEREAS, Town staff and Town Consultants have confirmed that, pursuant to the Resolution (see **Exhibit "A"**) and all approved construction plans and/or applicable plans for the Subdivision, all improvements have been completed in accordance with applicable Town standards, passed all required tests, all required certifications have been obtained, and the systems are fully operational pursuant to Town requirements and/or standards; and

WHEREAS, pursuant to applicable law and the Resolution (see **Exhibit "A"**), upon acceptance by the Town of all subdivision improvements, or the Town's acceptance of a performance surety, the Applicant may present a final plat to the Town Commission for approval; and

WHEREAS, pursuant to the Resolution (see **Exhibit "A"**) and applicable law, a Maintenance Warranty Bond/Adequate Defect Security (the "Maintenance Bond") is required in in the amount of ten percent (10%) of the actual cost(s) of construction for all public improvements, to be in force for a period of one (1) year and thirty (30) days following acceptance by the Town, via resolution, of said public improvements and dedications; and

WHEREAS, on September 18, 2025, Town staff and/or Town Consultants issued the Town of Dundee Acknowledgement of Completion (the "Acknowledgment") for all improvements required by the approved construction plans and/or applicable plans for the Subdivision; and

WHEREAS, copies of the Maintenance Bond, Engineer's Certification of Costs, Acknowledgement and Town of Dundee Developer Utility Infrastructure Form (collectively referred to as the "COC Documents") are attached hereto as **Composite Exhibit "E"** and made a part hereof by reference; and

WHEREAS, the Maintenance Bond (see **Composite Exhibit "E"**) warrants and indemnifies the Town of Dundee, Florida, against all losses sustained resulting from defects in construction, design, or materials on and/or for all dedicated and required infrastructure, improvements, and offsite infrastructure as shown on the Plat (see **Composite Exhibit "D"**) in accordance with applicable Florida law, the requirements and standards set forth by the LDC and Town of Dundee Code of Ordinances, and the Resolution (see **Exhibit "A"**); and

WHEREAS, the Plat (see **Composite Exhibit "D"**) was reviewed by Town staff and Town Consultants and, pursuant to said technical review, determined to meet the requirements of Chapter 177 of the Florida Statutes, the LDC and Town of Dundee Code of Ordinances, and the Resolution (see **Exhibit "A"**); and

WHEREAS, on February 10, 2026, at a duly noticed public meeting, the Town Commission considered the *applicant-initiated* request for approval of the Plat (see **Composite Exhibit "D"**) for filing and Town acceptance of the dedications notated thereon; and

WHEREAS, pursuant to *Section 8.08.00 of the LDC*, the Owner is required to pay any and all applicable fees and costs related to and/or arising out of the Town's development and technical review of and/or for the Subdivision; and

WHEREAS, on February 10, 2026, the Town Commission, at a duly noticed public meeting, held a public hearing to consider the Plat (see **Composite Exhibit "D"**) for approval and recording; and

WHEREAS, on February 10, 2026, the Town Commission found that approval of the Plat (see **Composite Exhibit "D"**) preserves, enhances and encourages the most appropriate use of land consistent with the public interest, the Town of Dundee 2030 Comprehensive Plan policies and objectives, the Resolution (see **Exhibit "A"**), and the Town of Dundee Land Development Code; and

WHEREAS, on February 10, 2026, the Town Commission held a duly noticed public hearing in order to approve the Plat (see **Composite Exhibit "D"**) and accept the Maintenance Bond (see **Composite Exhibit "E"**), confirm and ratify the Town's affirmative acceptance of the improvements and dedications in favor of the general public and Town of Dundee, Florida, as notated on the plat entitled *Woodland Ranch Estates Phase One* and found that the approval of this **Resolution No. 26-04** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the *Town of Dundee 2030 Comprehensive Plan* policies, goals, and objectives; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Resolution No. 26-04** is intended and necessary 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 **Resolution No. 26-04** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals.

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

Section 2. Plat Acceptance.

The owner, **Woodland Ranch Estates, LLC**, an active Florida limited liability company authorized to transact business in the State of Florida**,** (the "Owner" and/or "Applicant"), is the owner of the real property, which is the subject of that certain plat entitled *Woodland Ranch Estates Phase Two* (the "Plat") and described in **Composite Exhibit "D"** which is attached hereto and incorporated herein by reference.

The Town Commission of the Town of Dundee (the "Town Commission") having been otherwise fully advised in the premises hereby approves the Plat (see **Composite Exhibit "D"**) for filing by the Town Commission in accordance *Chapter 177 of the Florida Statutes*, *Section 7.01.00 of the LDC*, and the Resolution (see **Exhibit "A"**); and the Town Commission hereby confirms the Town's acceptance of the dedications to the general public and Town of Dundee, Florida, as notated on the Plat (see **Composite Exhibit "D"**) which includes, but not limited to, the rights-of-way, utility easements, and infrastructure in accordance with *Chapter 177, Florida Statutes*.

On February 10, 2026, at a duly noticed public meeting, the Plat (see **Composite Exhibit "D"**) was presented to and reviewed by the Town Commission; and, on February 10, 2026, the Town Commission having been otherwise fully advised in the premises approves the Plat for filing, accepts those certain improvements and dedication(s) as notated on the Plat and described in the COC Documents (see **Composite Exhibits "D" and "E"**), and authorizes the Mayor and Town Clerk to execute the Plat and record same in the public records of Polk County, Florida.

Section 4. Authorization.

The Town Manager, or her designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 26-04** which includes, but shall not be limited to, negotiating and executing any documentation and/or instrument necessary and incidental to the acceptance and approval of the infrastructure and/or required improvements as depicted by the Plat (see **Composite Exhibit "D"**) and more specifically described and/or identified in the COC Documents (see **Composite Exhibit "E"**).

Section 5. Conflicts.

All resolutions in conflict herewith are repealed in order to give this **Resolution No. 25-36** full force and effect.

Section 6. Severability.

The provisions of this **Resolution No. 26-04** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 26-04**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 26-04**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or

unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 26-04** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 26-04** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 24-06** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 26-04**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 26-04**, 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 7. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 26-04** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 26-04** 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 8. Recordation.

The Town Clerk shall record this **Resolution No. 26-04**, as adopted, with the Clerk of the Circuit Court in and for the Tenth Judicial Circuit of Polk County, Florida, for inclusion in the public records of Polk County, Florida.

Section 9. Effective Date.

This **Resolution No. 26-04** shall take effect upon passage by the Town Commission of the Town of Dundee, Florida.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in Regular Session this 10th day of February 2026.

TOWN OF DUNDEE

_____
Sam Pennant, Mayor

ATTEST WITH SEAL:

_____
Erica Anderson, Town Clerk

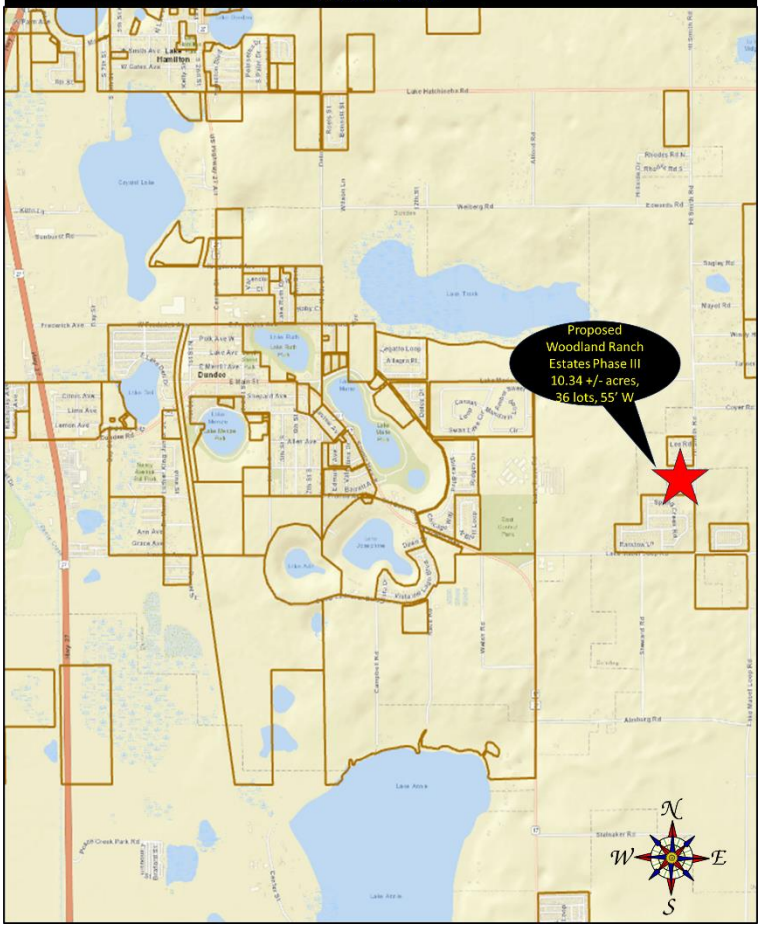
Approved as to form:

_____
Frederick J. Murphy, Jr., Town Attorney

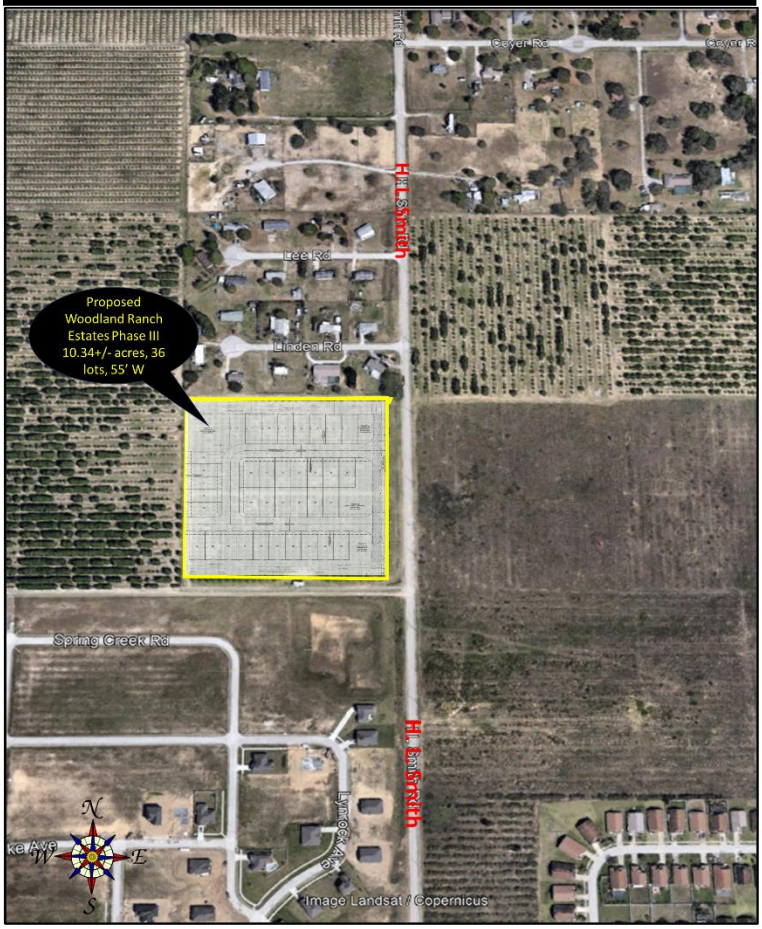
Town of Dundee
Town Commission Staff Report
Woodland Ranch Estates Phase 2 (West)
Final Plat

To:	Town of Dundee Town Commission
Agenda Date:	February 10, 2026
Department:	Planning and Zoning
Request:	Consider Final Plat for the Woodland Ranch Estates Phase 2 (West) Subdivision
Applicant:	Platinum Surveying & Mapping, LLC
Property Owner:	Woodland Ranch Estates, LLC
Location:	Located in the Town of Dundee
Area Size & Parcel Number(s)	10.33 +/- acres, Parcels: 272826-000000-023020
Staff Recommendation (DRC):	Approval
Prepared By:	Lorraine Peterson, Development Service Director

TOWN OF DUNDEE
WOODLAND RANCH ESTATES PHASE II (West)
LOCATION MAP



TOWN OF DUNDEE
WOODLAND RANCH ESTATES PHASE II (West)
AERIAL MAP



Town of Dundee
Town Commission Staff Report
Woodland Ranch Estates Phase 2 (West)
Final Plat

BACKGROUND

The Applicant, Kenneth Thompson, PLS with Platinum Surveying & Mapping, LLC is requesting approval of the Final Plat for Woodland Ranch Estates Phase 2 (West) Subdivision a 10.33 +/- acres of land located east of Highway 17, west side of H.L. Smith Rd., south of Coyer Rd., and north of Farmer Slocum Ln. in the Town of Dundee, further described as parcels: 272826-000000-023020 . The parcels have a Future Land Use of Medium Density Residential and Zoning of Moderate-Density Single Family Residential (RSF-3) and consist of 36 Single Family dwelling units.

FINAL PLAT

Per Section 7.01.08 of the Land Development Code, the intent of the Final Plat is to establish a legal record of the plat. Whenever the provisions of this Code have been complied with and while the approval of the certified subdivision plan is in effect, the applicant shall submit the final plat for approval and recording. The final plat shall conform substantially to the approved CSP and, at the option of the subdivider, may constitute only that portion or phase of the approved CSP which is proposed to be recorded at that time. Upon approval of the final plat, the applicant may proceed with obtaining building permits within the subdivision and the plat shall be forwarded by the town clerk to the Board of County Commissioners of Polk County for review and approval in accordance with county procedures. The original plat shall then be submitted to the clerk of the circuit court for recording within the public records of Polk County.

Per Section 7.01.13 of the Land Development Code, approval of the final plat shall not constitute acceptance of any area or facilities offered by said plat for dedication to the Town of Dundee. The Town Commission shall not accept dedication of required improvements nor release nor reduce a performance bond until the town is satisfied that all required improvements have been properly completed and until the engineer or subdivider has certified, through submission of a detailed "as-built" survey plat of the subdivision indicating location dimensions, materials, and other information required by the Town, that the layout of the line and grade of all public improvements is in accordance with construction plans for the subdivision and that a title insurance policy has been furnished to and approved by the Town attorney indicating that the improvements shall have been completed, are ready for dedication to the Town and are free and clear of all liens and encumbrances. Upon such approval and recommendation, the Town Commission shall thereafter accept the improvements for dedication in accordance with the established procedure.

Town of Dundee
Town Commission Staff Report
Woodland Ranch Estates Phase 2 (West)
Final Plat

FINAL PLAT COMMENTS

As required, the Final Plat is substantially similar to the Certified Subdivision Plan (CSP). The applicant submitted all required materials, which were reviewed by the Town staff. The applicant is requesting to bond the outstanding site development improvements.

Consistent with Section 7.01.08 of the LDC, the applicant is requesting the Town Commission's approval of the Final Plat for Woodland Ranch Estates Phase 2 (West) Subdivision with the conditions as outlined in Resolution 26-04.

CONCURRENCY

Potable Water**-250x36 d/u=9,000 gpd (Phase 2(West) 1 well=10,200 gpd)**
-250x308 d/u= 77,000 gpd (Phase 1(East) 1 well 40,800 gpd)

This leaves an overall deficit of 35,000 gpd for the entire project

Waste Water- 200x36 d/u=7,200gpd

Solid Waste- Polk County 65yrs. Available

Transportation-signed off by transportation consultant

Polk County Schools: Letter dated January 8, 2025
Elementary-5 seats 36 units
Middle- 3 seats 36 units
High School-6 seats 36 units

CONDITIONS

Approval upon completion of Legal Review and Approval.

Town of Dundee
Town Commission Staff Report
Woodland Ranch Estates Phase 2 (West)
Final Plat

DEVELOPMENT REVIEW COMMITTEE

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the Final Plat for Woodland Ranch Estates Phase 1 (East) submitted by Kenneth Thompson with specific regard to the codes and ordinances of the Town of Dundee and have given their approval.

DRC Team:

TOD Fire Chief- Chief Joseph Carbon
TOD Public Works Director-Johnathan Vice
TOD Utilities Director-Tracy Mercer
TOD Utilities Supervisor- Raymond Morales
TOD Development Director-Lorraine Peterson
TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC
TOD Consulting Attorney- Seth Claytor of Boswell & Dunlap, LLP

MOTION OPTIONS:

1. I move the Town Commission **approve Resolution 26-04**, a resolution for the Final Plat of Woodland Ranch Estates Phase 2 (West) Subdivision, a request by the applicant Platinum Survey & Mapping, LLC.

2. I move the Town Commission **approve with conditions Resolution 26-04**, a resolution for the Final Plat of Woodland Ranch Estates Phase 2 (West) Subdivision, a request by the applicant Platinum Survey & Mapping, LLC.

3. I move the Town Commission **deny Resolution 26-04**, a resolution for the Final Plat of Woodland Ranch Estates Phase 2 (West) Subdivision, a request by the applicant Platinum Survey & Mapping, LLC.

Attachments:

Woodland Ranch Estates Phase 2 (West) Plat

Developers Agreement

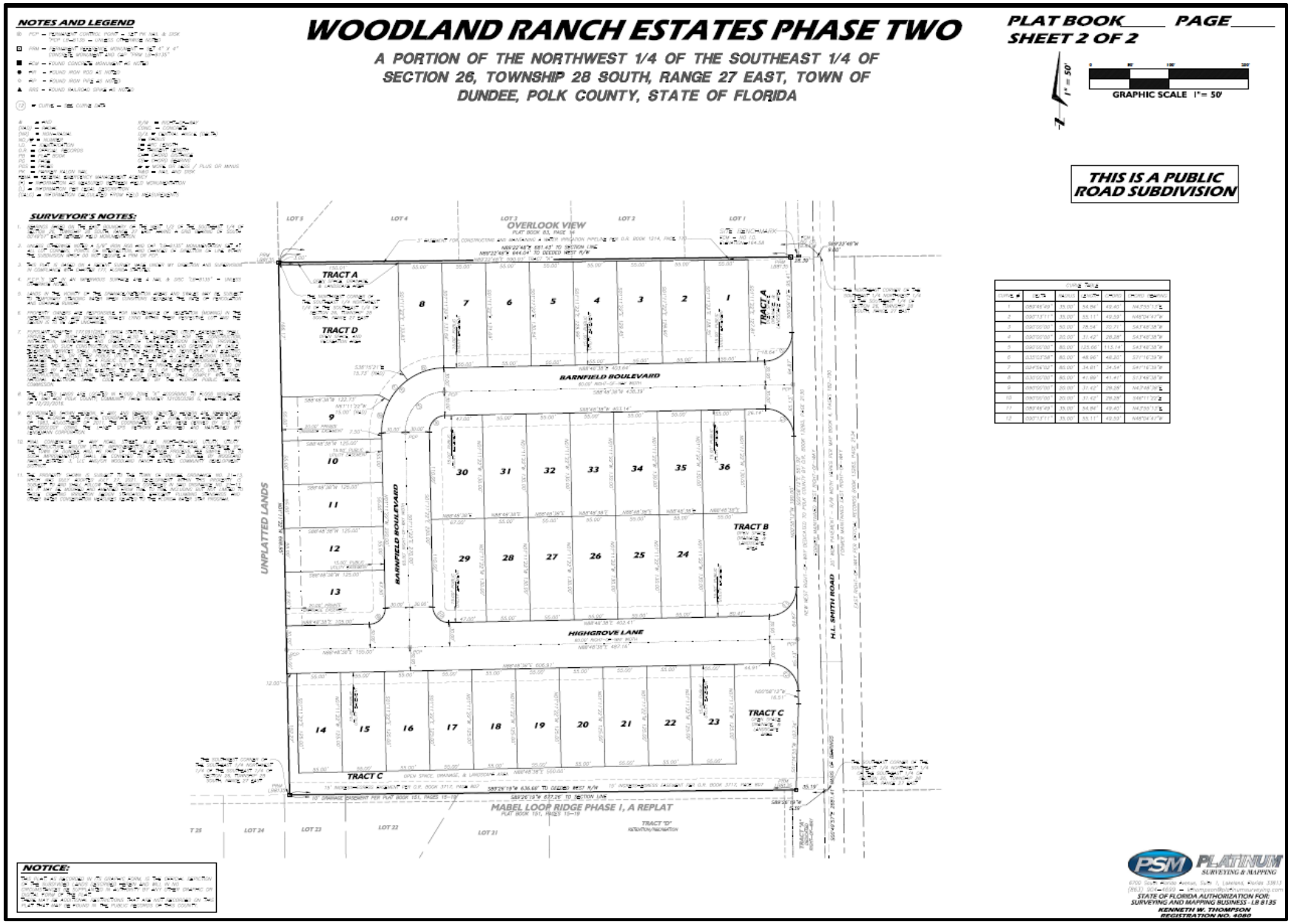
Water Allocation Agreement

Concurrency Certification

Resolution 26-04

Land Use Transition Well Letter-Tracy Mercer

Town of Dundee
Town Commission Staff Report
Woodland Ranch Estates Phase 2 (West)
Final Plat



Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	February 10, 2026	**Submitted By:** Lorraine Peterson- Planning & Zoning			
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	Caldwell Ridge Subdivision Request for Parks and Recreation				
STAFF RECOMMENDATION: **(**MOTION READY)	Staff recommends approval of Resolution 26-05. A motion to approve Resolution 26-05, approving the Concept Plan for Caldwell Ridge Subdivision				
SUMMARY *and/or* JUSTIFICATION:	This item was introduced by Raysor Ventures, LLC. A Resolution to obtain Town Commission approval of parks and recreation request related to the proposed Caldwell Ridge Subdivision, on proximately 24+/- acres of land, located on the southwest corner of Lake Hatchineha Road and Caldwell Drive, west of Tyner Road, south of Water Tank Road, east of H.L. Smith Road, Town of Dundee, further described as Polk County property appraiser parcel identification numbers: 27-28-24-000000-013010 and 27-28-24-000000-013020.				
SELECT, *if applicable*	**AGREEMENT:N/A**		**BUDGET:N/A**		
	STAFF REPORT: Yes		**PROCLAMATION:**		
	EXHIBIT(S):Yes		**OTHER:**		
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B*					
SELECT, *if applicable*	**RESOLUTION: 26-05**		**ORDINANCE:N/A**		
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(If Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)*	Caldwell Ridge Subdivision Resolution 26-05, Request for Parks and Recreation.				
FISCAL IMPACT *(if any):*	State what is included in the cost, i.e., production, materials, etc.		$0.00		

RESOLUTION NO. 26-05

A RESOLUTION APPROVING THE REQUEST BY RAYSOR VENTURES, LLC, ON BEHALF OF W & G GROVES, LLC TO OBTAIN TOWN COMMISSION APPROVAL OF THE PARKS AND RECREATION REQUEST RELATED TO THE PROPOSED CALDWELL RIDGE SUBDIVISON, ON APPROXIMATELY 24 +/- ACRES OF LAND, LOCATED ON THE SOUTHWEST CORNER OF LAKE HATCHINEHA ROAD AND CALDWELL DRIVE, WEST OF TYNER ROAD, SOUTH OF WATER TANK ROAD, EAST OF HL SMITH ROAD, TOWN OF DUNDEE, FURTHER DESCRIBED AS POLK COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBERS 27-28-24-000000-013010 AND 27-28-24-000000-013020.

WHEREAS, Absolute Engineering, INC, on behalf of SLC,IRA, LLC and ABC IRA, LLC is completing the subdivision approval process for a proposed subdivision known as Alford Ridge on approximately 24 +/- acres of land, located on the southwest corner of Lake Hatchineha Road and Caldwell Drive, west of Tyner Road, south of Water Tank Road, east of HL Smith Road, Town of Dundee, further described as Polk County Property Appraiser Parcel Identification Numbers 272824-000000-013010 and 272824-000000-013020; and

WHEREAS, the proposed subdivision, as shown on the Concept Plan as included in Exhibit "A" attached hereto and incorporated by reference, would include 81 single family home lots; and

WHEREAS, Section 6.03.01(A) of the Town of Dundee Unified Land Development Code requires "All residential development shall provide an equitable dedication of land for public park purposes and/or fees in lieu thereof pursuant to the standards stated below and shall comply with all concurrency management provisions of this article, the Town Code and the comprehensive plan."; and

WHEREAS, Section 6.03.01(A) establishes the Level of Service at 0.0116-acres/dwelling unit; and

WHEREAS, the required 0.0116-acres per lot results in a 0.94 +/- acre park dedication requirement; and

WHEREAS, the Concept Plan includes 1.1 +/- acres of recreation space/land, which results in an excess of 0.16 +/- acres; and

WHEREAS, at time of final plat, the privately owned recreation space/land as referenced above and on Exhibit "A" attached hereto and incorporated by reference will be dedicated on the plat as a separate recreation tract and be restricted for park and recreation purposes and to an appropriate entity as approved by the Town to ensure it will be available for public use consistent

with Florida law and that such an appropriate entity, other than the Town, will be responsible for maintenance and operation of such recreation space/land; and

WHEREAS, consistent with Section 6.03.01(A), the applicant is requesting the Town Commission to approve 1.1 +/- acres of privately owned park land as denoted as private recreation space on Exhibit "A" attached hereto and incorporated here by reference and to be available for public use by being dedicated to an appropriate entity approved by the Town at time of final plat in order to meet the Town's Park requirement.

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

Section 1. The above Whereas Clauses are hereby adopted as the factual basis for the passage of this Resolution.

Section 2. The Town Commission approves 1.1 +/- acres of privately owned park land available for public use as denoted as separate private recreation space tracts on Exhibit "A" attached hereto and incorporated herein by reference and to be available for public use by being dedicated to an appropriate entity approved by the Town at the time of final plat and be restricted for park and recreation purposes for the proposed Caldwell Ridge subdivision as illustrated on the Concept Plan as included in Exhibit "A" and as the conditions of approval included in Exhibit "B".

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session, this 10th day of February, 2026.

TOWN OF DUNDEE

_____
Sam Pennant, Mayor

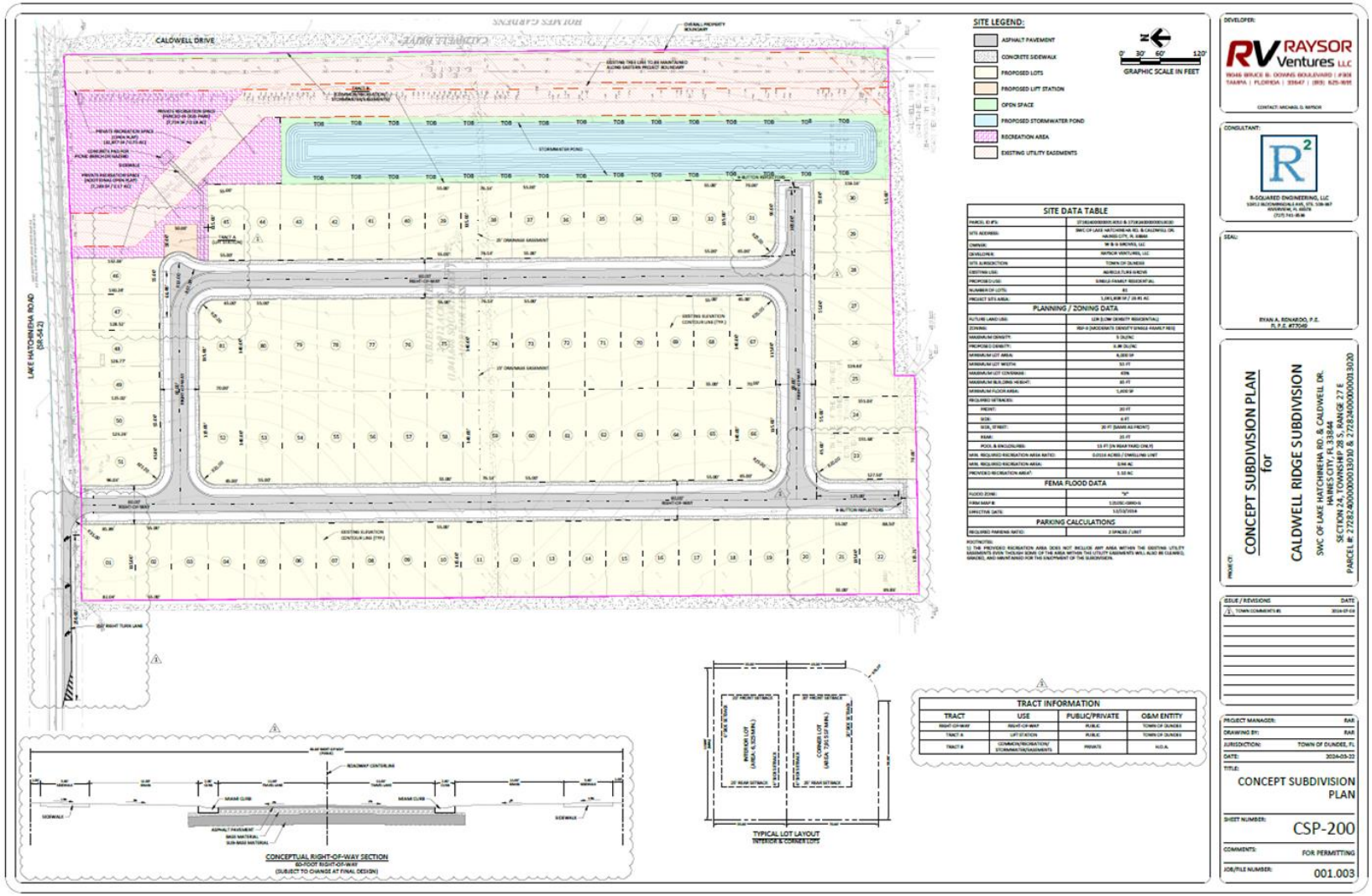
ATTEST WITH SEAL:

_____
Erica Anderson, Town Clerk

Approved as to form:

_____
Frederick J. Murphy, Jr., Town Attorney

Resolution 26-05
Exhibit "A"
Caldwell Ridge Concept Plan



TOWN OF DUNDEE
REQUEST FOR PARKS AND RECREATION FOR SUBDIVISION

TO:	Town of Dundee Town Commission
PREPARED BY:	Lorraine Peterson, Development Services Director
AGENDA DATE:	February 10, 2026
REQUESTED ACTION:	**RESOLUTION 26-05: CONSIDER REQUEST FOR PARKS AND RECREATION FOR PROPOSED CALDWELL RIDGE SUBDIVISION**

BACKGROUND:

Section 6.03.01(A) of the Town of Dundee Land Development Code (LDC) requires an equitable dedication of land for public park uses, credit for privately owned recreation spaces, or fee(s) in lieu thereof to ensure compliance with all concurrency management provisions of the article, the Town Code, and the Town of Dundee Comprehensive Plan.

The standards and requirements set forth by Section 6.03.01(A) of the LDC are intended to implement the policies set forth by the recreation and open space element of the Town of Dundee Comprehensive Plan. To meet the Town's level of service standard (LOS) requirement of four and one-half acres of land for parks and recreation for each 1,000 persons residing in the Town, the LOS equals 0.0116 acres per dwelling unit.

Pursuant to Section 6.03.01(A)1d of the LDC, if it is demonstrated at the conceptual plan submission stage by the developer to the satisfaction of the Town Commission that no park or recreation facility can be located in whole or in part within the proposed development to serve the immediate and future needs of the residents of the development, than the Town Commission shall determine whether to pursue a land dedication or require the payment of a fee in lieu thereof, after consideration of the following:

1. Topography, vegetation, hydrology, access and location of land in the development available for dedication;

2. Whether there is a site of at least five acres or larger with a shape and natural features adaptive to passive or active recreation.

3. The availability of potential alternate park land in a location substantially benefiting the development or the location of park land owned by the town that substantially benefits the development; and

4. Consistency with the comprehensive plan and the park and recreation plan.

The Town Commission shall review the concept plan for the proposed project and determine if the applicant's request to address the required parkland dedication meets the requirements of the Town's Code.

APPLICANT'S REQUEST:

Raysor Ventures, LLC on behalf of W&G Groves, LLC are completing the subdivision approval process for an approximately 24 +/- acres proposed subdivision currently known as Caldwell Ridge located on the southwest corner of Hatchineha Road and Caldwell Drive, west of Tyner Road, south of Water Tank Road, east of HL Smith Road, Town of Dundee. The subdivision, as shown on the attached proposed plan, would include 81 single family home lots. The required 0.0116-acres per lot results in a 0.94 acre park dedication requirement. The subdivision includes 1.1 acres of park and recreation lands, which results in an excess of 0.16 acres.

The applicant requests the Town Commission to approve the following requests:

1. Credit for 1.1 acres of privately owned recreation space that would be available for public use consistent with Florida law.

REQUIREMENTS OF THE LAND DEVELOPMENT CODE:

The requirements from the Land Development Code related to parkland consideration fee, fee paid in lieu of dedication, and credit for private recreation space are outlined below.

Parkland Consideration – Section 6.03.01(A)(1)(d):

If it is demonstrated at the conceptual plan submission stage by the developer to the satisfaction of the Town Commission that no park or recreation facility can be located in whole or in part within the proposed development to serve the immediate and future needs of the residents of the development, then the Town Commission shall determine whether to pursue a land dedication or require the payment of a fee in lieu thereof, after consideration of the following:

1. Topography, vegetation, hydrology, access and location of land in the development available for dedication;

2. Whether there is a site of at least five acres or larger with a shape and natural features adaptive to passive or active recreation.

3. The availability of potential alternate park land in a location substantially benefiting the development or the location of park land owned by the town that substantially benefits the development; and

4.Consistency with the comprehensive plan and the park and recreation plan.

Fee Paid in Lieu of Land Dedication – Section 6.03.01(A)(1)(e) and (f):

Where a fee is required to be paid in lieu of land dedication, the value of the property shall be determined by a current appraisal acceptable to the town and paid for by the developer at the time of conceptual plan approval.

The money collected shall be paid to the Town of Dundee and placed in a reserve account within a special fund. The monies and accrued interest from fees paid for any given development shall be used, in the sole discretion of the Town Commission, for acquisition of parkland or for construction of capital improvements in existing parks, excluding maintenance or repair to existing facilities, in a manner that substantially benefits the development from which the money was received. If the Town Commission elects to utilize monies and accrued interest for construction of capital improvements in existing parks, such capital improvements must be necessitated by the growth in population attributable to the development.

Credit for Private Recreation Space – Section 6.03.01(A)(1)(g):

The Town Commission may grant full or partial credit for private recreation space and/or facilities pursuant to the standards established herein. Such credit shall be applied against the total dedication requirements for parks and recreation pursuant to this Code. These guidelines and standards are established in order to ensure that private recreation space and facilities provide an appropriate range of recreation opportunities for residents of proposed developments:

1. The yards, setbacks, storm water retention areas, power easements, and other open areas required by the land development code, building codes, agency regulations or public or private agreement or contract shall not be included in the computation of private recreation space.

2. The private ownership and maintenance is adequately provided by recorded written agreement, conveyance, or restrictions.

3. The use of the private recreation space and facilities is restricted for park and recreation purposes for the benefit of the residents of the subdivision or development by recorded covenant that runs with the land in favor of the future owner's property and that cannot be defeated or eliminated without the consent of the Town Commission.

4. The proposed private recreation space is reasonably adaptable for use for park and recreation purposes, taking into consideration such factors as size, shape, topography, vegetation, hydrology, access, and location.

5. Environmental preserves that have boardwalks, nature trails, water access, or other usable recreational features, may count for up to ten percent of the required dedication.

CONDITIONS OF APPROVAL:

1. If at a future date phasing is proposed, park requirements are required for each phasing of the project.

MOTION OPTIONS:

1. I move **approval of Resolution 26-05,** approving the Concept Plan for recording for Caldwell Ridge Subdivision.

2. I move **approval with changes of Resolution 26-05,** approving the Concept Plan for Caldwell Ridge Subdivision.

3. I move **continuing Resolution 26-05** to a date certain.

4. I move **denial of Resolution 26-05**.

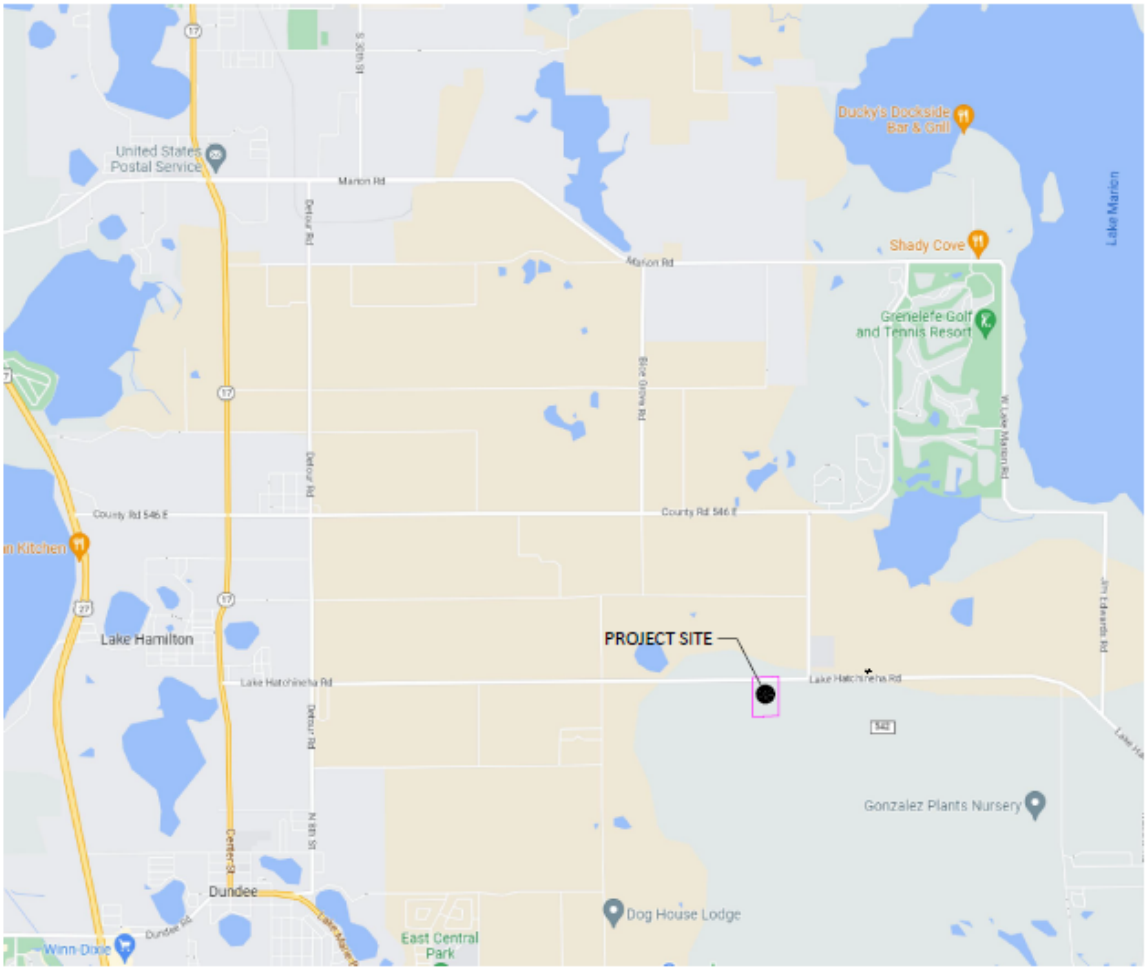
Attachments: Location Map
Applicant's Park Request letter dated April 2, 2024
Proposed Subdivision Concept Plan
Resolution 26-05

APPLANT'S LOCATION MAP

N

0' 5,000' 10,000'

GRAPHIC SCALE IN FEET



BACKGROUND IMAGERY FROM GOOGLE MAPS

DATE: FEBRUARY 08, 2023	CALDWELL RIDGE SUBDIVISION	
FIGURE 1	LOCATION MAP	
PROJECT NUMBER: 001.003	R-SQUARED ENGINEERING, LLC 10312 BLOOMINGDALE AVE, STE. 108-367 RIVERVIEW, FL 33578	

APPLICANT'S PARKS REQUEST LETTER DATED MARCH 28, 2024

R-Squared Engineering

10312 Bloomingdale Ave
Ste. 108-367
Riverview, FL 33578
(727) 741-3536

March 28th, 2024

Town of Dundee
Town Commissioners
202 E Main St
Dundee, FL 33838

RE: Caldwell Ridge Subdivision
Parks and Recreation Component Letter

Dear Mayor and Town Commissioners,

As required during the Concept Subdivision Plan review, we are providing this letter to request your approval of the Parks and Recreation component of our proposed subdivision plan. The proposed project is a single-family residential subdivision on approx. 24 acres of land which includes 81 lots, right-of-way, and dedicated Tracts for stormwater management, recreation space, lift station, and general common areas.

Pursuant to Section 6.03.01(A) of the Town of Dundee Land Development Code, all residential developments shall provide recreation area at a minimum ratio of 0.0116 acres per dwelling unit. Based on the proposed number of lots, the minimum required recreation area shall be 0.94 acres. We are proposing to meet the minimum required recreation area by providing private open play areas with a picnic bench and/or gazebo together with a fenced-in dog park. The total area of these private recreation spaces sums up to 1.1 acres, therefore, the minimum required area is exceeded.

The proposed recreation spaces are located within Tract B as depicted on the Conceptual Subdivision Plan. It is important to note that the 1.1 acres we are proposing does not include any areas within the existing utility easements nor does it include any area within the proposed stormwater management pond.

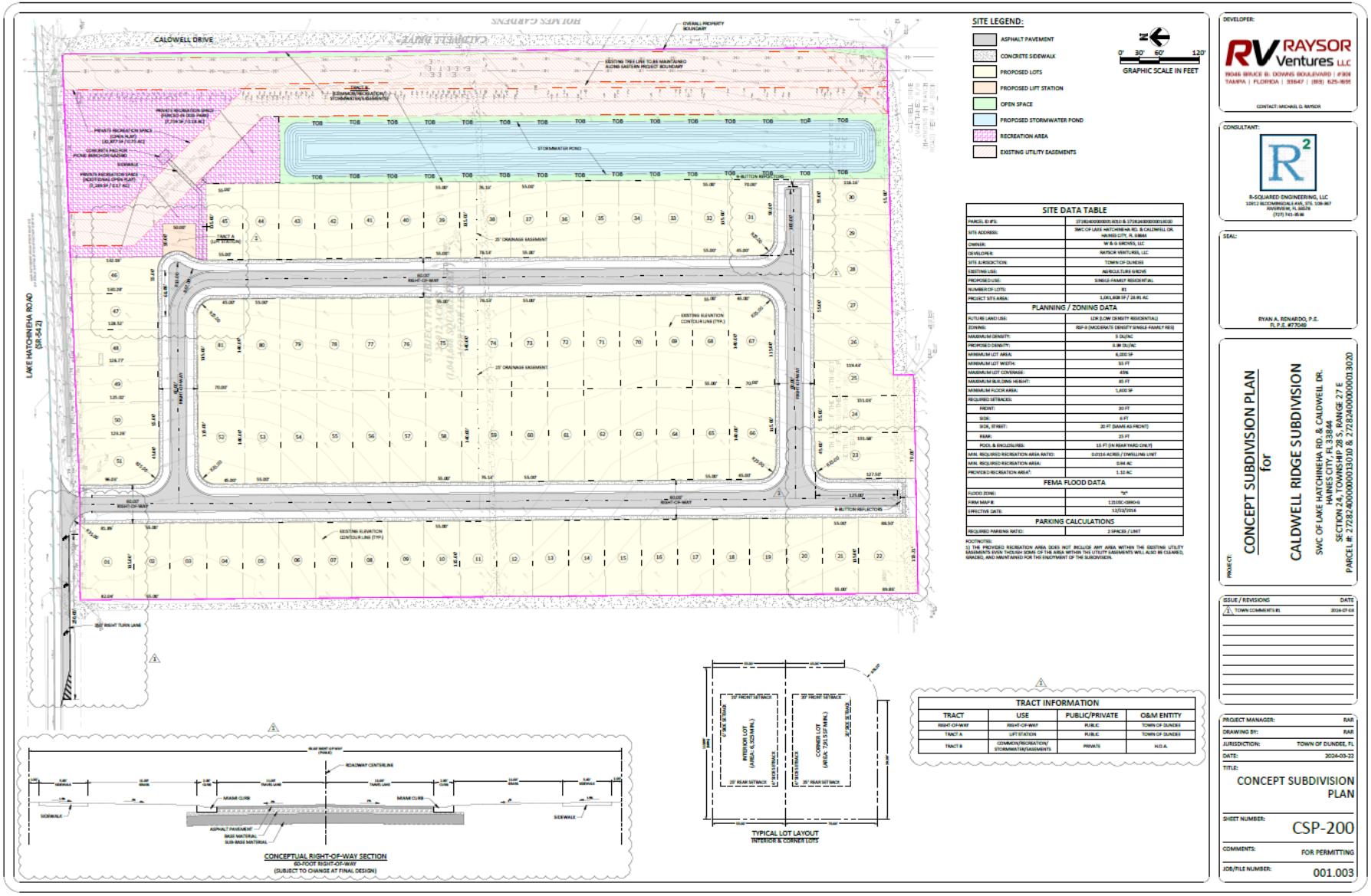
Pursuant to Section 6.03.01(A)(1)(g) of the Town of Dundee Land Development Code, "the town commission may grant full or partial credit for private recreation space and/or facilities pursuant to the standards established herein". We believe that all of the standards referenced for the private recreation space can be met with this project, therefore, we respectfully request the Town Commission to approve with full credit our proposed Parks and Recreation component.

Sincerely,
R-Squared Engineering, LLC

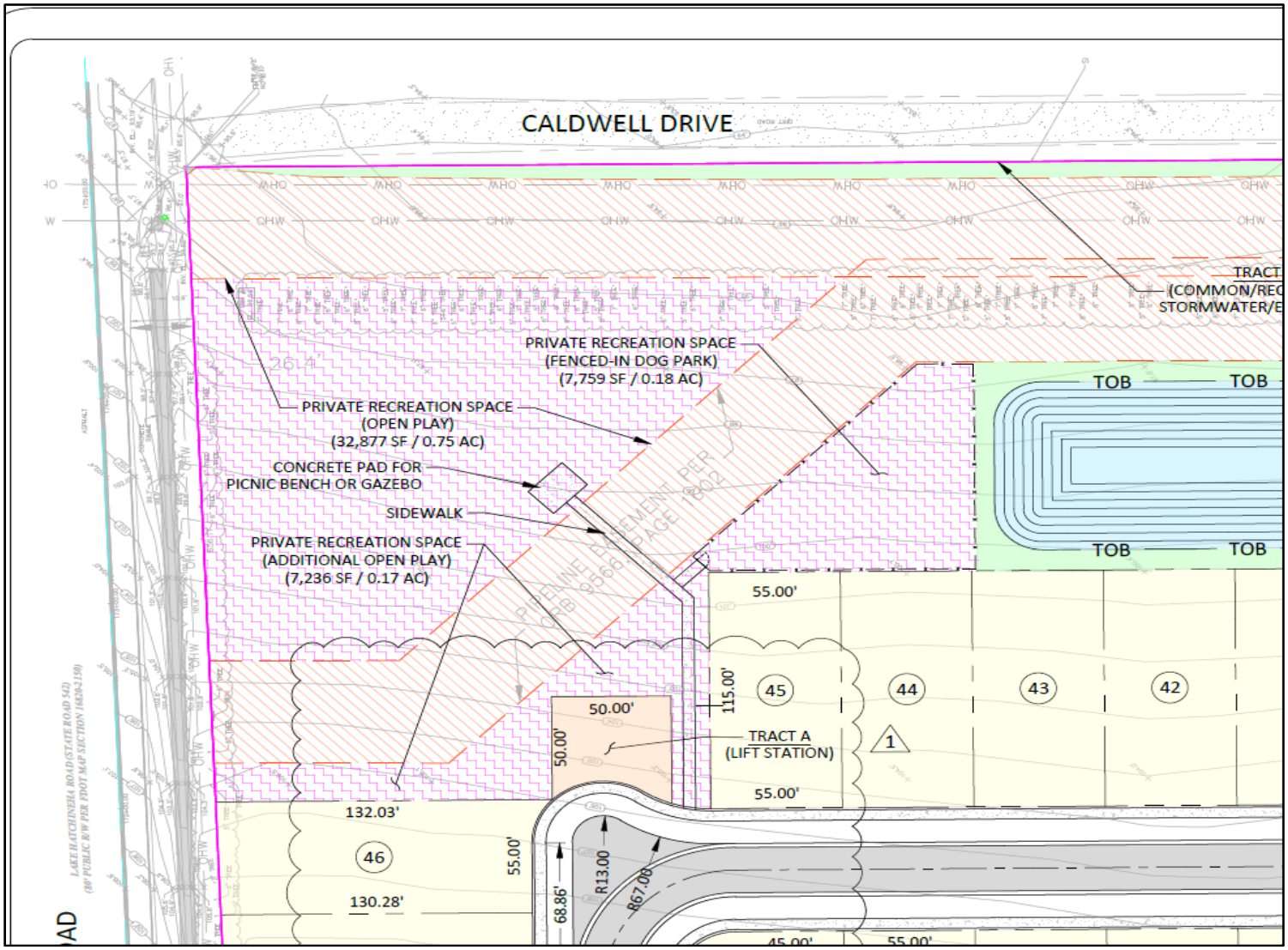
Ryan A. Renardo, P.E.
Principal
Ryan@RSquaredEng.com

Civil Engineering | Land Development | Entitlement Support

CALDWELL RIDGE CONCEPT PLAN



CLOSE UP OF PARKS AND RECREATION SPACE FOR CALDWELL RIDGE CONCEPT PLAN



Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	February 10, 2026	**Submitted By:** Lorraine Peterson, Assistant Town Manager & Development Services Director
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, RESOLUTION 26-06 ALFORD RIDGE CSP	
STAFF RECOMMENDATION: **(**MOTION READY)	A motion to approve Resolution 26-06 Alford Ridge CSP	
SUMMARY *and/or* JUSTIFICATION:	The applicant has submitted a Certified Subdivision Plan (CSP) for the proposed Alford Ridge Subdivision. The Development Services Department has completed its review of the plan to ensure consistency with the Town's Comprehensive Plan, Land Development Regulations, engineering standards, and other applicable state and local requirements. The subdivision proposal includes required infrastructure such as roadways, drainage systems, utilities, and other site improvements necessary to support residential development. As part of the review process, staff has identified specific conditions to ensure full compliance with Town standards and to safeguard public health, safety, and welfare.	

SELECT, *if applicable*	**AGREEMENT: N/A**		**BUDGET: N/A**	
	STAFF REPORT:		**PROCLAMATION: N/A**	
	EXHIBIT(S):	X	**OTHER:**	
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B*	Resolution 26-06 Exhibit A- Zoning Map Amendment Exhibit B-Special Warranty Deed Exhibit C-Application Exhibit D-Conditions Exhibit E- Site Plan			
SELECT, *if applicable*	**RESOLUTION: 26-06**	X	**ORI** **FISCAL IMPACT** *(if any)*	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(If Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)*	A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE ALFORD RIDGE SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.			
FISCAL IMPACT *(if any):*	Approval of the CSP does not create a direct fiscal obligation for the Town beyond standard staff review.			$0.00

Space for Recording

RESOLUTION NO. 26-06

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE ALFORD RIDGE SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; 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, the proposed *Alford Ridge Subdivision* (the "Subdivision") is to occur on approximately 49.24 +/- acres which are located within the corporate limits of the Town of Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272823-000000-034010, 272823-000000-034020, 272823-000000-034030, and 272823-000000-032020 (hereafter collectively referred to as the "Property"); and

WHEREAS, on January 7, 2022, fee simple title to the Property was conveyed to

SLC IRA, LLC, an active Florida limited liability company and **ABC IRA, LLC**, an active Florida limited liability company (hereafter collectively referred to as the "Applicant" and/or "Owner"), by virtue of that certain *Special Warranty Deed* (hereafter the "Deed") recorded in Official Records Book 12066, Pages 1343-1344, Public Records of Polk County, Florida; and

WHEREAS, copies of the Deed and Polk County Property Appraiser Aerial depiction of the Property are attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

WHEREAS, on September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Ordinance No. 24-09* (the "Moratorium") establishing a moratorium on and/or for the acceptance and processing of applications for annexations, rezonings, building permits, planned developments, master planned communities, development order(s), and development permit(s); and

WHEREAS, prior to the adoption of the Ordinance, the Owner negotiated and executed the *Town of Dundee Concurrency Developer's Agreement* and *Water Supply Allocation Agreement* (hereafter collectively referred to as the "Agreements"); and

WHEREAS, the Agreements are attached hereto as **Composite Exhibit "B"** and made a part hereof by reference; and

WHEREAS, pursuant to the terms and conditions of the Moratorium, the Subdivision was specifically and conditionally exempt from the Moratorium; and

WHEREAS, the Applicant submitted a *Town of Dundee Subdivision Application* (hereafter the "Application") for approval of the proposed *Certified Subdivision Plan for the Alford Ridge Subdivision* (hereafter the "Alford Ridge CSP") which is located on the Property (see **Composite Exhibit "A"**); and

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

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

WHEREAS, copies of the Application and proposed Alford Ridge CSP are attached hereto as **Composite Exhibit "C"** and made a part hereof by reference; and

WHEREAS, the Alford Ridge CSP (see **Composite Exhibit "C"**) includes 178 single-family lots, amongst other improvements and amenities; and

WHEREAS, pursuant to the technical review performed by the Town and//or Town's consultants, the Alford Ridge CSP (see **Composite Exhibit "C"**) has not satisfied the general requirements set forth by Section 7.01.07 of the LDC; and

WHEREAS, the Applicant has substantially complied with all the requirements set forth in *Section 7.01.07 of the LDC* regarding the preparation the Alford ridge CSP (see **Composite Exhibit "C"**) for the Subdivision; and

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

WHEREAS, pursuant to *Section 6.01.07.03 of the LDC* and applicable Florida law, this **Resolution No. 26-06** does not create a reservation of capacity in the Town water plant or network capacity or a commitment to provide such service(s) to and/or for the Subdivision; and

WHEREAS, the Applicant requests that the Town Commission of the Town of Dundee conditionally approve the Alford Ridge CSP (see **Composite Exhibit "C"**) for the Subdivision subject to the terms and conditions set forth by this **Resolution No. 26-06**; and Town Commission's approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to final platting in accordance with applicable provisions of the *Town of Dundee Land Development Code* and the conditions set forth by this **Resolution No. 26-06**; and

WHEREAS, on February 10, 2026, the Town Commission, at a duly noticed public meeting, held a public hearing to consider the Alford Ridge CSP (see **Composite Exhibit "C"**) for approval; and

WHEREAS, on February 10, 2026, the Town Commission found that approval of this **Resolution No. 26-06** and the Alford Ridge CSP (see **Composite Exhibit "C"**) preserves, enhances and encourages the most appropriate use of land consistent with the public interest, the *Town of Dundee 2030 Comprehensive Plan* policies and objectives, and the *Town of Dundee Land Development Code*; and

WHEREAS, on February 10, 2026, the Town Commission held a duly noticed public hearing in order to approve the Alford Ridge CSP (see **Composite Exhibit "C"**) and found that the approval of this **Resolution No. 26-06** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the

approval and adoption of this **Resolution No. 26-06** is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; and this **Resolution No. 26-06** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Resolution No. 26-06**, 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 **Resolution No. 26-06**.

Section 2. Conditional Approval.

SLC IRA, LLC, an active Florida limited liability company and **ABC IRA, LLC**, an active Florida limited liability company (hereafter collectively referred to as the "Applicant" and/or "Owner"), are the fee simple owner(s) of the real property which is identified by the Polk County Property Appraiser as Parcel Identification Numbers 272823-000000-034010, 272823-000000-034020, 272823-000000-034030, and 272823-000000-032020 (hereafter collectively referred to as the "Property").

The Applicant submitted that certain *Town of Dundee Subdivision Application* (hereafter the "Application") for approval of the *Certified Subdivision Plan for the Alford Ridge Subdivision* (hereafter the "Alford Ridge CSP"). Copies of the Application and Alford Ridge CSP are attached hereto as **Composite Exhibit "C"** and incorporated herein by reference.

The Town Commission having reviewed the *Alford Ridge CSP* (see **Composite Exhibit "D"**) and having been otherwise fully advised in the premises hereby conditionally approves the Alford Ridge CSP for construction of utility systems and other required infrastructure in accordance with *Section 7.01.07 of the Town of Dundee Land Development Code* and the conditions (hereafter the "Alford Ridge CSP Conditions") which are attached hereto as **Exhibit "D"** and incorporated herein by reference.

Section 3. Authorization.

The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions in order to effectuate the intent of this **Resolution No.**

26-06 which includes, but shall not be limited to, negotiating and entering into any agreement(s) with the Applicant and/or Applicant's authorized designee with regard to the terms and Alford Ridge CSP Conditions (see **Exhibit "D"**) set forth by this **Resolution No. 26-06** and the Town's conditional approval of the Alford Ridge Subdivision CSP (see **Composite Exhibit "C"**).

Section 4. Conflicts.

All resolutions in conflict herewith are repealed in order to give this **Resolution No. 26-06** full force and effect.

Section 5. Severability.

The provisions of this **Resolution No. 26-06** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 26-06**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 26-06**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 26-06** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 26-06** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 26-06** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 26-06**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 26-06**, 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. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 26-06** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 26-06** 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 7. Effective Date.

This **Resolution No. 26-06** shall take effect upon passage by the Town Commission of the Town of Dundee, Florida.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in Regular Session this 10th day of February 2026.

TOWN OF DUNDEE

_____
Mayor – Sam Pennant

ATTEST:

_____
Town Clerk – Erica Anderson, CMC

Approved as to form:

_____
Town Attorney - Frederick J. Murphy, Jr.

EXHIBIT A

ORDINANCE NO. 22-28

AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM POLK COUNTY AGRICULTURE/RURAL RESIDENTIAL (A/RR) TO MODERATE-DENSITY SINGLE-FAMILY RESIDENTIAL (RSF-3) FOR APPROXIMATELY 48.29 ACRES LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF ALFORD ROAD WITH WEIBERG ROAD AND EDWARDS ROAD, FURTHER DESCRIBED AS PARCELS 272823-000000-034010, 272823-000000-034020, 272823-000000-034030, AND 272823-000000-032020; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, SLC IRA, LLC and ABC IRA, LLC (the "Applicants") request a change of zoning from Polk County Agriculture/Rural Residential (A/RR) to Moderate-Density Single-Family Residential (RSF-3) for approximately 48.29 acres located at the northeast corner of the intersection of Alford Road with Weiberg Road and Edwards Road, further described as parcels 272823-000000-034010, 272823-000000-034020, 272823-000000-034030, and 272823-000000-032020; 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 July 21, 2022, 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 July 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 July 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 these properties.

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 Polk County Agriculture/Rural Residential (A/RR) to Moderate-Density Single-Family Residential (RSF-3) for approximately 48.29 acres located at the northeast corner of the intersection of Alford Road with Weiberg Road and Edwards Road, further described as parcels 272823-000000-034010, 272823-000000-034020, 272823-000000-034030, and 272823-000000-032020, as shown in Exhibit "A".

Section 2. Severability. 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 3. Repealing. 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 4. 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 5. Effective Date. The effective date of this ordinance shall be immediately upon passage on second reading.

INTRODUCED on first reading this 26th day of July, 2022.

PASSED on second reading this 9th day of August, 2022.

TOWN OF DUNDEE, FLORIDA

Mayor- Sam Pennant

ATTEST:

Town Clerk – Jenn Garcia

Approved as to form:

Town Attorney - Frederick J. Murphy, Jr.

Composite Exhibit "A"
Ordinance No. 22028
Legal Description and Excerpt from the Official Zoning Map
Page 1 of 2

The parcel described below and illustrated on the map on the following page.

Parcel Number: 272823-000000-034010, 272823-000000-034020, 272823-000000-034030, 272823-000000-032020 (Per Book 12066, Pages 1343 – 1344):

Begin 761.35 feet North of the Southwest corer of the SW 1/4 of the NW 1/4 of Section 23, Township 28 South, Range 27 East, Polk County, Florida, run thence North 89°29'00" East 500.0 feet, thence South 74.1 feet, thence South 89°25'00" East 160.0, thence North 165.0 feet, thence North 89°25'00" West 160.0 feet, thence South 50.9 feet, thence South 89°29'00" West 500.0 feet, thence South 40.0 feet to the Point of Beginning.

AND

The NW 1/4 of the SE 1/4 of the NW 1/4 of Section 23, Township 28 South, Range 27 East, Polk County, Florida, subject to an easement 15 feet in width along the Northerly and Westerly sides thereof for public highway purposes.

AND

The SW 1/4 of the NW 1/4 of Section 23, Township 28 South, Range 27 East, LESS 15 feet off the West, North, East and South sides thereof, LESS AND EXCEPT: Begin on the West line and 761.35 feet North of the Southwest corner of said SW 1/4 of the NW 1/4 of Section 23, Township 28 South, Range 27 East, and run thence North 89°29' East 500 feet; thence South 74.1 feet; thence South 89°25' East 160 feet; thence North 165 feet; thence North 89°25' West 160 feet; thence South 50.9 feet; thence South 89°29' West 500 feet to the West line of Section 23; and thence South 40 feet to the point of beginning.

Composite Exhibit "A"
Ordinance No. 22-28
Legal Description and Excerpt from the Official Zoning Map
Page 2 of 2

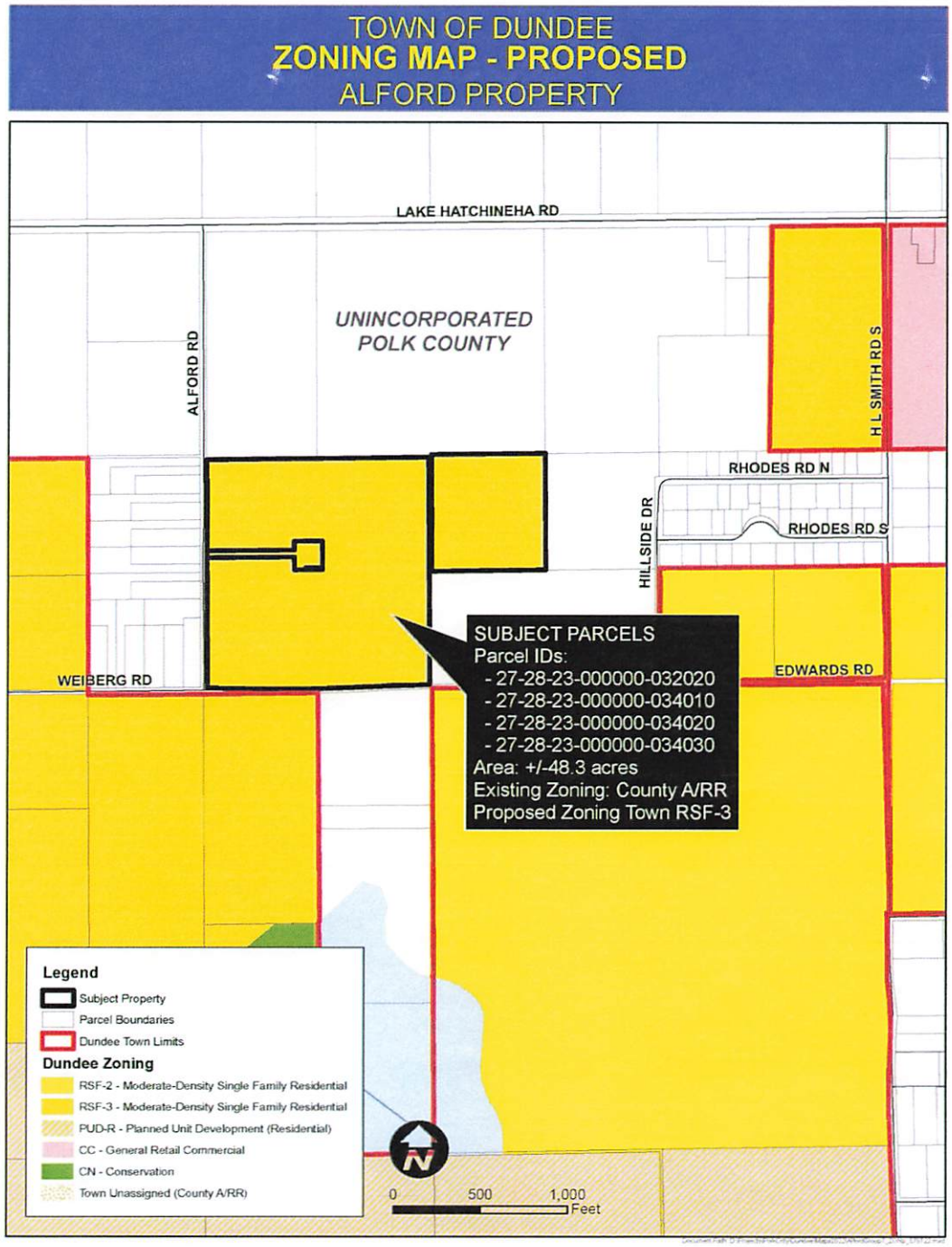


EXHIBIT B

INSTR # 2022008029
BK 12066 Pgs 1343-1344 PG(s)
01/11/2022 08:13:16 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 8,451.10

Prepared by and return to:
Richard E. Straughn, Esquire
STRAUGHN & TURNER, P.A.
255 Magnolia Ave SW
Winter Haven, FL 33880-2902
863-293-1184
File Number: **11629-0161**

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this **7th** day of **January, 2022** between **PATRICIA ANN ALFORD, a single woman, Individually and as Successor Co-Trustee of the Wilson A. Alford Trust UTAD August 29, 2006 and as Successor Co-Trustee of the Donnie G. Alford Trust UTAD August 29, 2006, as amended,** whose post office address is **P.O. Box 803, Haines City, FL 33845-0803,** and **HERMAN MICHAEL TOWNS, as Successor Co-Trustee of the Wilson A. Alford Trust UTAD August 29, 2006 and as Successor Co-Trustee of the Donnie G. Alford Trust UTAD August 29, 2006, as amended** (collectively referred to as the "grantor") and **SLC IRA, LLC, a Florida limited liablity company, as to an undivided 50% interest and ABC IRA, LLC, a Florida limited liablity company, as to an undivided 50% interest** whose post office address is **346 E Central Ave, Winter Haven, FL 33880,** (collectively referred to as the "grantee"):

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Polk County, Florida**, to-wit:

Begin 761.35 feet North of the Southwest corner of the SW 1/4 of the NW 1/4 of Section 23, Township 28 South, Range 27 East, Polk County, Florida, run thence North 89°29'00" East 500.0 feet, thence South 74.1 feet, thence South 89°25'00" East 160.0 feet, thence North 165.0 feet, thence North 89°25'00" West 160.0 feet, thence South 50.9 feet, thence South 89°29'00" West 500.0 feet, thence South 40.0 feet to the Point of Beginning.

AND

The NW 1/4 of the SE 1/4 of the NW 1/4 of Section 23, Township 28 South, Range 27 East, Polk County, Florida, subject to an easement 15 feet in width along the Northerly and Westerly sides thereof for public highway purposes.

AND

The SW 1/4 of the NW 1/4 of Section 23, Township 28 South, Range 27 East, LESS 15 feet off the West, North, East and South sides thereof, LESS AND EXCEPT: Begin on the West line and 761.35 feet North of the Southwest corner of said SW 1/4 of the NW 1/4 of Section 23, Township 28 South, Range 27 East, and run thence North 89°29' East 500 feet; thence South 74.1 feet; thence South 89°25' East 160 feet; thence North 165 feet; thence North 89°25' West 160 feet; thence South 50.9 feet; thence South 89°29' West 500 feet to the West line of Section 23; and thence South 40 feet to the point of beginning.

Parcel Identification Number: 272823-000000-032020; 272823-000000-034010; 272823-000000-034020; and 272823-000000-034030.

Subject to taxes for 2022 and subsequent years.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Kapi Price

Witness Name: Deborah M Bell

PATRICIA ANN ALFORD, Individually and as Successor Co-Trustee of the Wilson A. Alford Trust UTAD August 29, 2006 and as Successor Co-Trustee of the Donnie G. Alford Trust UTAD August 29, 2006, as amended

HERMAN MICHAEL TOWNS, as Successor Co-Trustee of the Wilson A. Alford Trust UTAD August 29, 2006 and as Successor Co-Trustee of the Donnie G. Alford Trust UTAD August 29, 2006, as amended

State of Florida
County of Polk

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 7th day of January, 2022 by PATRICIA ANN ALFORD, Individually and as Successor Co-Trustee of the Wilson A. Alford Trust UTAD August 29, 2006 and as Successor Co-Trustee of the Donnie G. Alford Trust UTAD August 29, 2006, as amended, and HERMAN MICHAEL TOWNS, as Successor Co-Trustee of the Wilson A. Alford Trust UTAD August 29, 2006 and as Successor Co-Trustee of the Donnie G. Alford Trust UTAD August 29, 2006, as amended, who [_] are personally known or [X] have produced a drivers licenses as identification.

[Notary Seal]

DEBORAH M. BELL
Notary Public, State of Florida
My comm. expires June 21, 2022
No. GG 230632
Bonded thru Ashton Agency, Inc. (800)451-4854

Notary Public

Printed Name: Deborah Bell

My Commission Expires: _____

Stacy M. Butterfield POLK
CFN# 2022008029 OR BK 12066 PG 1344 Pgs 1343-1344 01/11/2022 08:13:16 AM

EXHIBIT C

Town of Dundee

Subdivision Applications

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

In addition to the application, please provide all materials as listed on the application checklist. It is important that all information be complete and accurate when submitted to the Town. Additional pages may be attached to provide necessary information. The project review name shall be a unique name that will be carried through the entire subdivision review process (Concept Plan, Preliminary Subdivision Plan, Certified Subdivision Plan, and Final Plat). The project may be platted as a different name, but the project review name shall carry through the entire review process.

SITE INFORMATION

Project Review Name: Alford Ridge Subdivision

Parcel I.D.#s: 272823-000000-034010, 272823-000000-034020, 272823-000000-034030, 272823-000000-032020

Site Address or General Location: N side of Weiberg/Edwards Rd, E of Alford Rd. Polk Co. FL

Present Use of the Property: Citrus Groves Total Acreage: +/- 49.24

Legal Description of the Property: See attached

PROPERTY OWNER:

Name: GL KRe al Es tae LLC

Mailing Address: 346 E. Central Avenue

City: Winter Haven State: FL Zip: 33880

Home/Mobile Phone: (863) 324-3698 Email Address:

APPLICANT/AGENT:

Name: Heather E. Wertz - Absolute Engineering, Inc.

Mailing Address: 1000 N. Ashley Drive, Suite 925

City: Tampa State: FL Zip: 33602

Home/Mobile Phone: (813) 244-1984 Office: (813) 221-1521

Email Address: heathe rw@absoluteng.co m

Applicant is: ☐ Owner ☒ Agent/Representative ☐ Purchaser ☐ Lessee

SUBDIVISION APPLICATION:

☐ Concept Plan ☐ Preliminary Subdivision Plan ☒ Certified Subdivision Plan ☐ Final Plat

Current Future Land Use Designation: LDR Current Zoning Designation: RSF-3

Proposed Number of lots: 178 Single-Family Detached Lots

Date Application Accepted by Town:

Project ID Number:

Application Fee Amount Paid: Review Deposit Amount Paid:

Town of Dundee

Subdivision Applications

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), GLK Real Estate, LLC being duly sworn, depose and say that (I) (we) own one or more of the properties involved in this petition and that (I) (we) authorize the Town of Dundee to process this application in accordance with all adopted Town rules and regulations, and in conformance with State law.

Further (I) (we) or any agent or lessee of the subject property authorized by (me) (us) to file this petition, deposes and say that the statements and answers contained in the application for annexation, and any information attached thereto, present the arguments in behalf of this petition to the best of (my) (our) ability; and that the statements and information referred to above are in all respects true and correct to the best of (my) (our) knowledge and belief.

OWNERS

Signature of Owner	Signature of Owner
Lauren Schwenk / Manager Printed Name/Title of Owner	Printed Name/Title of Owner
Signature of Owner	Signature of Owner
Printed Name of Owner	Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

Notary Public
Notarial Seal and Commission
Expiration Date

Town of Dundee

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), Absolute Engineering, Inc. / Heather E. Wertz being duly sworn, depose and say that (I) (we) serve as agent for the owner(s) (agent or lessee) in making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this capacity.

Further, (I) (we) depose and say that the statements and answers herein contained and other information attached hereto present the arguments in behalf of the petition herein requested to the best of (my) (our) ability and that the statements and information above referred to are in all respects true and correct to the best of (my) (our) knowledge and belief.

AGENT, LESSEE, OR BUYER(S)

Signature of Agent, Lessee, or Buyer(s)	Signature of Agent, Lessee, or Buyer(s)
Heather E. Wertz - as agent	
Printed Name of Agent, Lessee, or Buyer(s)	Printed Name of Agent, Lessee, or Buyer(s)
Signature of Agent, Lessee, or Buyer(s)	Signature of Agent, Lessee, or Buyer(s)
Printed Name of Agent, Lessee, or Buyer(s)	Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA

COUNTY OF POLK

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

The foregoing instrument was acknowledged before me this 24th day of August, 2023, by Heather E. Wertz, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

JAYNE MARIE DAVIS
MY COMMISSION # HH 290237
EXPIRES: July 29, 2026

Notary Public

Notarial Seal and Commission Expiration Date

Town of Dundee

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

FINANCIAL RESPONSIBILITY FORM

The undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all Town expenses associated with the referenced application, including time spent by the Town's consultants consistent with the Town's adopted application fee schedule, extraordinary expenses, and development review deposit policies.

Name: Lauren Schwenk Title: Manager

Company: GLK Real Estate, LLC

Company Address: 346 E. Central Ave.

City/State/Zip Code: Winter Haven, FL 33880

Telephone Number: 863.324.3698

Email Address: Loakley@cassidyhomes.com

I hereby certify that all information contained herein is true and correct.

1. Signed this 6th day of Sept., 2023

Signature of Property Owner, Lessee, Contract Purchase, or Applicant (circle one)

Resolution No. 26-06
Exhibit "D"

Alford Ridge Subdivision
Certified Subdivision Plan Conditions

The Town Commission of the Town of Dundee having reviewed the Alford Ridge Subdivision CSP (hereafter the "Alford Ridge CSP") and having been otherwise fully advised in the premises hereby conditionally approves the Alford Ridge CSP for construction of utility systems and other required infrastructure in accordance with *Section 7.01.07 of the Town of Dundee Land Development Code* and the conditions set forth in this **Resolution No. 26-06**, as follows:

1. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this **Resolution No. 26-06**, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.

2. Pursuant to *Section 7.02.03 of the LDC* and applicable Florida law, a *development order* and/or *development permit* will not be approved by the Town for the Subdivision unless a satisfactory concurrency evaluation is performed in accordance with *Article 6 of the LDC*. For purposes of this Agreement, the term(s) *development order* and *development permit* shall have the meanings as set forth in *§163.3164, Florida Statutes (2025)*. For purposes of this condition, upon approval of this **Resolution No. 26-06**, the Applicant shall be authorized to proceed with site construction and dry-line installation for the Subdivision.

3. Pursuant to *Section 54-9 of the Town of Dundee Code of Ordinances* and *Section 6.01.07 of the LDC*, the Applicant and Town shall enter into a *Transportation Infrastructure Developer's Agreement* in order to address necessary transportation improvements necessitated by the capacity demands of the Subdivision; proportionate share payment; transportation impact fee credits, if applicable; and, subject to applicable Florida law and to the extent applicable, terminate any previously entered into agreement(s) which may be applicable to the Property. .

4. Unless the Town has performed a *satisfactory concurrency evaluation* related to the Town's ability to provide allocable potable water capacity for the Subdivision, the Alford Ridge CSP (see **Composite Exhibit "C"**) shall not be considered complete for the purpose of providing a basis upon which a final plat may be considered for approval.

5. In the event the construction of the required infrastructure systems and/or improvements for the Subdivision are not complete and accepted by the Town, *Final Subdivision Plat approval* for the *Alford Ridge Subdivision* shall be

conditioned upon the Applicant providing the Town with *adequate performance security* and *adequate defect security.*

For purposes of this **Resolution No. 26-06**, *adequate performance security* and *adequate defect security* shall mean, at a minimum, as follows:

(a) ***Adequate performance security*** shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat or final site development plan approval, as certified in writing by the engineer of record, subject to the approval by the Town's planning staff and the Town Engineer. No more than fifty percent (50%) of the value of the total required improvements for each phase of the Development shall be considered for bonding and/or letter of credit given hereunder. Subject to the terms of the applicable agreement, the performance security shall be released by the Town when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and accepted. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a duration of twenty-four (24) months; and

(b) ***Adequate defect security*** shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer's agreement or development agreement, if applicable, 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 and Town Engineer. 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.

6. The Town of Dundee shall require a lighting plan for all offsite lighting improvements for the Subdivision. The lighting plan shall be submitted by the Owner before completion and approval of all offsite improvements, and it will be the responsibility of the Owner to contact Duke Energy to create such off site lighting improvements. this improvement will be at the cost of the developer being that this is a Polk County RIGHT OF WAY the developer will need to communicate with Polk County for any further requirements set forth by Polk County. Once approved by Polk County, the Owner will need to provide the Town of Dundee with a letter of approval of off-site lighting improvements.

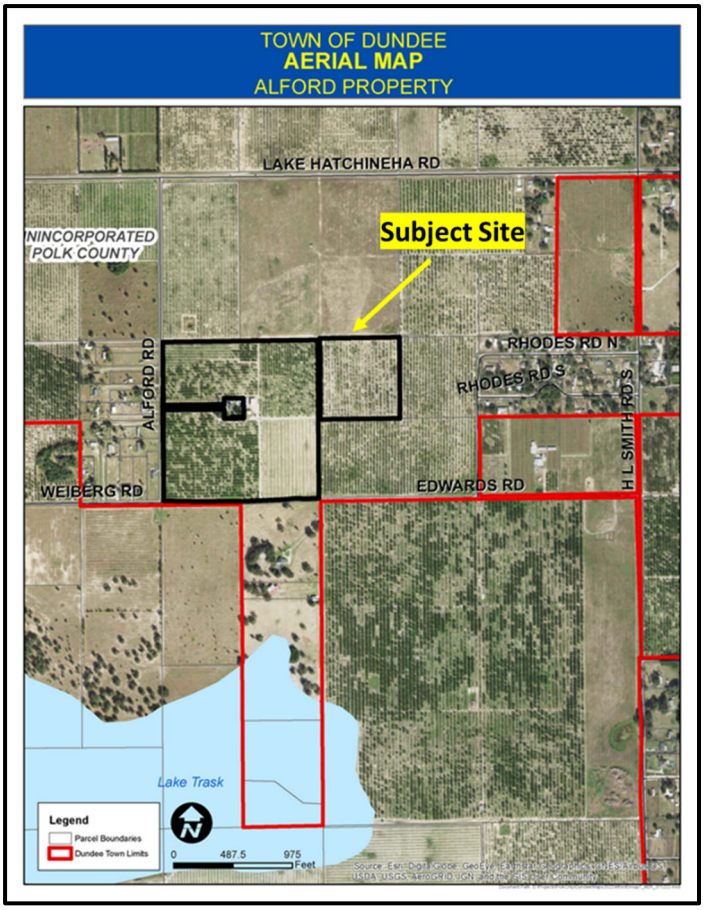
7. The Town requires a school concurrency letter for the Polk County School Board that is good for 180 days. This approval will be conditioned on receipt of a school concurrency letter.

8. Notwithstanding other applicable provisions of the Town of Dundee Land Development Code, for purposes of this **Resolution No. 26-09**, the term(s) *Abandon/Abandonment* shall mean the intentional and voluntary relinquishment of the approved use(s). The *temporary cessation* of approved use(s) does not operate to effect an abandonment of the use(s). For purposes of this condition, *temporary cessation* means a temporary cessation of a use for a period of time not to exceed 120 consecutive calendar days. In the event of *discontinuance* of a use for a period of time exceeding 120 consecutive calendar days or a period of time totaling 180 calendar days within a calendar year, the use(s) shall be deemed abandoned. An order of the Town of Dundee Code Enforcement Special Magistrate finding that the property failed to strictly adhere to the condition(s) prescribed by **Resolution No. 26-09** shall constitute an *abandonment* of the *site development plan* approved herein.

EXHIBIT E

Town of Dundee
Town Commission Staff Report
Alford Ridge subdivision
Certified Subdivision Plan

To:	Town of Dundee Town Commission
Agenda Date:	February 10, 2026
Department:	Planning and Zoning
Request:	Consider the Certified Subdivision Plan (CSP) for Alford Ridge Subdivision
Applicant:	Heather Wertz, Absolute Engineering, Inc.
Property Owner:	GLK Real Estate, LLC
Location:	Located west of H.L. Smith Rd., south of Weiberg Rd., east of 8th street, north side of Lake Marie Dr. in the Town of Dundee
Area Size & Parcel Number(s)	49.24+/-, 272823-000000-034010, 272823-000000-034020, 272823-000000-034030, and 272823-000000-032020
Staff Recommendation (DRC):	Approval
Prepared By:	Lorraine Peterson, Development Services Director



Alford Ridge
Legal Description

Parcel Numbers: 272823-000000-034010, 272823-000000-034020, 272823-000000-034030, 272823-000000-032020, Book 12066; Pages 1343 – 1344:

DESCRIPTION: (As prepared by GeoPoint Surveying, Inc.)
A parcel of land lying in Northwest 1/4 of Section 23, Township 28 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the North 1/4 corner of said Section 23, run thence along the East boundary of said Northwest 1/4, S.00°25'01"E., a distance of 1331.48 feet to the North boundary of the South 1/2 of said Northwest 1/4; thence along said North boundary, S.89°16'33"W., a distance of 654.86 feet to the East boundary of the Northwest 1/4 of the Southeast 1/4 of said Northwest 1/4 for a **POINT OF BEGINNING**; thence along said East boundary, S.00°23'15"E., a distance of 666.17 feet to the South boundary of the Northwest 1/4 of the Southeast 1/4 of said Northwest 1/4; thence along said South boundary, S.89°14'19"W., a distance of 655.21 feet to the East boundary of the Southwest 1/4 of said Northwest 1/4; thence along said East boundary, S.00°21'29"E., a distance of 646.50 feet to the North Maintained Right of Way of Edwards Road according to the Polk County Maintained Right of Way map of Edwards Road, recorded in Map Book 10, Pages 31 through 36 of the Public Records of Polk County, Florida;
thence along said North Maintained Right of Way the following three (3) courses: 1) S.88°37'56"W., a distance of 7.86 feet; 2) S.87°01'01"W., a distance of 100.08 feet; 3) S.88°09'43"W., a distance of 66.16 feet to the North Right of Way of Edwards Road by deed exception, being 15.00 feet North of and parallel with the South Boundary of said Northwest 1/4; thence along the North deeded Right of Way, S.89°12'04"W., a distance of 1026.21 feet to said North Maintained Right of Way of Edwards Road; thence along said North Maintained Right of Way the following two (2) courses: 1) N.88°58'26"W., a distance of 7.65 feet; 2) S.89°18'27"W., a distance of 88.09 feet to East Maintained Right of Way of Alford Road according to the Polk County Maintained Right of Way map of Edwards and Alford Road, recorded in Map Book 1, Pages 24 through 26 of said Public Records; thence along said East Maintained Right of Way, N.00°45'20"W., a distance of 21.68 feet to the East Right of Way of Alford Road by deed exception, being 15.00 feet East of and parallel with the West boundary of said Northwest 1/4; thence along said East deeded Right of Way, N.00°17'57"W., a distance of 1297.80 feet to aforesaid North boundary of the South ½ of the Northwest 1/4; thence along said North boundary, N.89°16'33"E., a distance of 1949.59 feet to the **POINT OF BEGINNING**.

Containing 49.236 acres, more or less.

Town of Dundee
Town Commission Staff Report
Alford Ridge subdivision
Certified Subdivision Plan

BACKGROUND

The Applicant, Heather Wertz of Absolute Engineering, Inc on behalf of GLK Real Estate LLC, is requesting approval of the Certified Subdivision Plan (CSP) for the Alford Ridge Subdivision. The proposed subdivision is located on 49.24+/- acres of land and is located on the north side of Weiberg Rd./Edwards Rd., west of H.L. Smith Rd, south of Lake Hatchineha Rd., and on the east side of Alford Rd., further described as parcels: 272823-000000-034010, 272823-000000-034020, 272823-000000-034030, and 272823-000000-032020. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning designation of Moderate-Density Single Family Residential (RSF-3).

The proposed project includes 177 single-family units and 2.12 +/- acres of open space (2.06+/- acres required), approved by Resolution 22-43, October 11, 2022. This open space will be owned and maintained by the Weiberg Community Development District (CDD), approved by Ordinance 22-27 on September 13, 2022.

CERTIFIED SUBDIVISION PLAN

Per Section 7.01.07 of the Land Development Code, the purpose of the Certified Subdivision Plan (CSP) is to allow town staff to perform a technical review of all proposed site improvements and serves as the basis upon which the final plat is prepared. Upon approval of CSP, the applicant may proceed with permitting for installation of improvements, including:

- tree removal
- clearing and grubbing
- installation of streets and utilities
- installation of stormwater management systems.

Certified subdivision plans remain valid for one year from the date of approval. No residential building permit shall be issued until the final plat has been accepted by the Town and recorded with the Clerk of the Circuit Court for Polk County, except where approval has been given for residential units as models. Final certificates of occupancy for models shall not be issued until the final plat has been accepted by the town and recorded in the public records for Polk County.

The Overall Site Plan portion of the proposed Certified Subdivision Plan for the Alford Ridge Subdivision can be seen below.

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POTABLE WATER AND WASTEWATER

Alford Ridge Subdivision has 1 (WUP Permit Number 7039) Land Use Transition (LUT) Wells, which yields 44,900 gallons of potable water per day.

177X250= 44,250 GPD leaves an excess of 650 gpd

Land use transition (LUT) refers to the process of significant transformation in land use patterns, structure, and function over a period, typically driven by economic development, urbanization, and policy changes. **It represents the shift in how land is used, often from agricultural to non-agricultural** or from degraded to restored land.

Estimated Demand is as follows:
Table: 1

Permitted Intensity 49.24 +/- acres	Maximum Permitted in RSF-3 **RSF-3@5 units/acres=246 units**	Proposed Permitted in RSF-3 **RSF-3@3.59 units/acres=177 units**
Potable Water Consumption	246 X 250 = **61,500 GPD**	177 X 250 = **44,250 GPD**
Wastewater Generation	246 X 200 = **49,200 GPD**	177X 200 = **35,400 GPD**

ROADWAYS/TRANSPORTATION NETWORK

Estimated Demand is as follows:
Table 2

Permitted Intensity 211.74+/- acres	Maximum Permitted in PUD-R **RSF-3 @ 5 units/acres= 246 units**	Proposed Permitted in PUD-R **RSF-3 @3.59 units/acres = 177 units**
Average Annual Daily Trips (AADT)	246 X 7.81 = **1,921 AADT**	177 X 7.81 = **1,382 AADT**
PM Peak Hour Trip	246 X 1.00= **246 PM Peak**	177 X 1.00 = **177 PM Peak**

Source: Polk TPO April 8, 2022 -ITE Code 210-Single Family Detached rate per unit 7.81 AADT and 1.00 AADT PM Peak Hour

Available Capacity is as follows:

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Table: 3 Roadway Link Concurrency

Link #	Road Name	Functional Classification	Current Level of Service (LOS)	Available Peak Hour Capacity	Minimum LOS Standard	5- Year Peak Hr. Projected LOS
8212N	H.L. Smith Road (Lake Mabel Loop Rd. to CR 542/Hatchineha Rd.)	Rual Minor Collector	C	**662**	D	C
8212S			C	**657**	D	C
5207N	SR 17 (Scenic Highway) from Main St to SR 544	Urban Major Collector	C	**291**	D	C
5207S			C	**252**	D	C

Source: Polk Transportation Planning Organization-2023 Roadway Network Database

STREET NAMES

According to section 7.01.07 11 (A) (2) C of the Land Development Code the Town Commission shall have the authority to approve or disapprove any street name, listed below are the proposed street name for the subdivision.

STREET NAMES	
A	Acornridge
B	Cedarmist
C	Poplarspring
D	Juniperhill
E	Magnoliaview
*ALL INTERNAL ROADS HAVE LOCAL CLASSIFICATION	

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PUBLIC SCHOOLS

Application has been approved by Polk County School Board.

Elementary School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Alta Vista (Zoned)	990	1,436	90	177 SF	26	Yes (+356)
Lake Alfred (Adjacent)	1,096	1,080	29	177 SF	26	No (-45)

Middle School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Lake Marion (Zoned)	1,032	1,184	138	177 SF	15	Partial (+14)
Denison (Adjacent)	774	1,199	260	177 SF	15	Yes (+165)

High School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Haines City (Zoned)	3,218	3,374	249	177 SF	21	No (-93)
McLaughlin (Adjacent)	500	811	136	177 SF	21	Yes (+175)

Source: Polk County School Board School Concurrency letters are valid for 18 months

CONDITIONS

The Town of Dundee will require a lighting plan for all offsite lighting improvements by the developer or EOR of the project before completion and approval of all offsite improvements it will be the responsibility of the developer to contact Duke Energy to create such off site lighting improvements this improvement will be at the cost of the developer being that this is a Polk County RIGHT OF WAY the developer will need to communicate with Polk County for any further requirements set forth by Polk County. Once approved by Polk County the Developer will need to provide the Town of Dundee with a letter of approval of off-site lighting improvements.

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DEVELOPMENT REVIEW COMMITTEE

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the Certified Subdivision Plan for Alford Ridge Subdivision on the basis of the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee finds that with the proposed conditions, the request by the applicant Heather Wertz of Absolute Engineering, Inc on behalf of GLK Real Estate, LLC is compatible with surrounding land uses and general character of the area, is consistent with the Town of Dundee Comprehensive Plan and Land Development Code, and therefore recommends **approval of the Alford Ridge Certified Subdivision Plan (CSP).**

DRC Team:

TOD Fire Chief- Chief Joseph Carbon
TOD Public Works Director-Johnathan Vice
TOD Utilities Director-Tracy Mercer
TOD Utilities Supervisor- Raymond Morales
TOD Development Services Director-Lorraine Peterson
TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC
TOD Consulting Attorney- Seth Claytor of Boswell & Dunlap, LLP

TOWN COMMISSION REVIEW

Following its own review, the Town Commission shall either approve the CSP or disapprove with reasons stated. Should any adverse review comment or recommendation be made by the Town Commission which may require a revision of the proposed CSP, the necessary revisions may be made for reconsideration at the applicable step within the review process.

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MOTION OPTIONS:

1. I move the Town Commission **approve Resolution 26-06**, a resolution for the Certified Subdivision Plan for Alford Ridge Subdivision. A request by the applicant Heather Wertz of Absolute Engineering, Inc on behalf of GLK Real Estate, LLC.

2. I move the Town Commission **approve with conditions Resolution 26-06**, a resolution for the Certified Subdivision Plan for Alford Ridge Subdivision. A request by the applicant Heather Wertz of Absolute Engineering, Inc on behalf of GLK Real Estate, LLC.

3. I move the Town Commission **deny Resolution 26-06**, a resolution for the Certified Subdivision Plan for Alford Ridge Subdivision. A request by the applicant Heather Wertz of Absolute Engineering, Inc on behalf of GLK Real Estate, LLC.

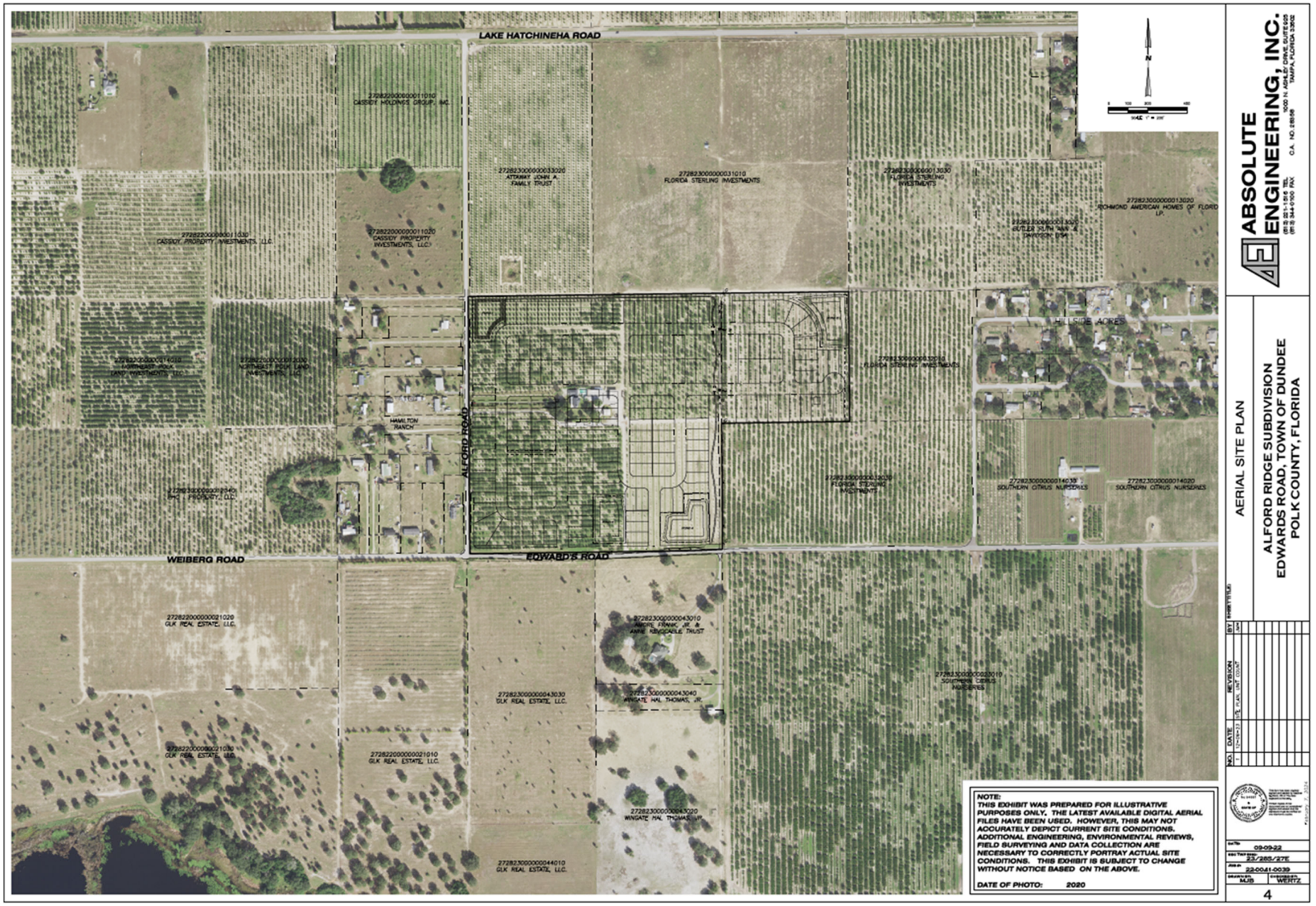
Attachments:

Resolution 26-06

Developers Agreement

Water Allocation Agreement

Town of Dundee
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Alford Ridge Subdivision
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Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	February 10, 2026	**Submitted By:** Ken Cassel, Town Manager			
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, RESOLUTION 26-08, MEMORALIZING DECLARATION OF EMERGENCY FOR PUBLIC FINANCIAL SERVICES				
STAFF RECOMMENDATION: **(**MOTION READY)	A motion to approve Resolution 26-08 memorializing declaration of emergency for public financial services				
SUMMARY *and/or* JUSTIFICATION:	The Town has identified an urgent need to secure professional public financial services to ensure continuity of critical fiscal operations, maintain compliance with state and federal reporting requirements, and protect the Town's financial integrity. Due to the time-sensitive nature of these needs, the situation qualifies as an emergency under applicable Florida law and Section 2-159(c)(2) of the Town of Dundee Code of Ordinances, which allows for emergency procurement when immediate action is required. Staff has identified CliftonLarsonAllen LLP (CLA) as a qualified firm with the expertise and capacity to provide the necessary financial services to the Town during this emergency period.				
SELECT, *if applicable*	**AGREEMENT:**			**BUDGET:**	
	STAFF REPORT:			**PROCLAMATION:**	
	EXHIBIT(S):	X		**OTHER:**	
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B*	Resolution 26-08 Amendment to CLA Accounting and Advisory Services Attachments A & B				
SELECT, *if applicable*	**RESOLUTION: 26-08**	X	**ORI**	**FISCAL IMPACT** *(if any)*	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(If Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)*	A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO CERTAIN PUBLIC FINANCIAL SERVICES TO AND/OR FOR THE TOWN OF DUNDEE, FLORIDA; MAKING FINDINGS; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL NECESSARY FURTHER ACTIONS INCLUDING, BUT NOT LIMITED TO, EXECUTING CERTAIN AGREEMENTS WITH CLIFTON LARSON ALLEN, LLP, TO PROVIDE CERTAIN PUBLIC FINANCIAL SERVICES TO THE TOWN OF DUNDEE, FLORIDA.				
FISCAL IMPACT *(if any):*	Funding is through existing budgeted financial line item(s)				$161,200.00

RESOLUTION NO. 26-08

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO CERTAIN PUBLIC FINANCIAL SERVICES TO AND/OR FOR THE TOWN OF DUNDEE, FLORIDA; MAKING FINDINGS; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL NECESSARY FURTHER ACTIONS INCLUDING, BUT NOT LIMITED TO, EXECUTING CERTAIN AGREEMENTS WITH CLIFTON LARSON ALLEN, LLP, TO PROVIDE CERTAIN PUBLIC FINANCIAL SERVICES TO THE TOWN OF DUNDEE, FLORIDA.

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

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

WHEREAS, circumstances have arisen requiring emergency action on the part of Town of Dundee management to ensure the health, safety, and general welfare of the citizens, employees, and residents of the Town of Dundee, Florida; and

WHEREAS, the Town Commission of the Town of Dundee, Florida (the "Town Commission"), acknowledges that the Town does not currently have under its employment a Director of Public Finance; and

WHEREAS, ON October 14, 2025, the Town Commission passed and adopted *Town of Dundee Resolution No. 25-38* (the "Resolution") which, amongst other things, approved that certain *Master Services Agreement* and *Accounting and Advisory Services Statement of Work* (the "Agreements") between the Town Clifton Larson Allen, LLP ("CLA"); and

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

WHEREAS, the Town Commission acknowledges that the Town's annual financial audit for FY 2024-25 remains past due, and the Town has an ongoing and imminent need

for competent and adequate financial services and other related services; and

WHEREAS, CLA has experience in performing financial services for governmental agencies in the State of Florida; and

WHEREAS, pursuant to *Section 2-159(3) of the Code of Ordinances of the Town of Dundee, Florida* (hereafter the "Code"), which is entitled *source selection*, an "*emergency purchase*" means a procurement made in response to a requirement when the delay incident for complying with all governing rules, regulations, and procedures would be detrimental to the health, safety and welfare of the town and/or its citizen; and

WHEREAS, on February 10, 2026, in an effort to meet its FY 2024-2025 financial reporting requirements and preserve its ability to receive certain state and federal funding opportunities, CLA has prepared that certain *Amendment to CLA Accounting and Advisory Services Statement of Work Town of Dundee – Florida* (the "Amendment") for the Town; and

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

WHEREAS, the Town Commission acknowledges that the Town has an immediate need for competent and adequate financial services and other related services; and

WHEREAS, on February 10, 2026, at a duly noticed public meeting, the Town Commission acknowledges and agrees that circumstances and conditions continue to exist requiring the Town to direct and authorize the Town Manager to take any and all necessary further action(s) in order to negotiate, approve, and enter into the Amendment (see **Exhibit "B"**) with CLA in order to ensure the Town of Dundee satisfies all applicable financial reporting requirements and preserves all applicable funding opportunities; and

WHEREAS, pursuant to *Section 2-159(3)b of the Code*, the Town Commission acknowledges and agrees that the public financial services and other related services which includes, but is not to be limited to, the emergency review and preparation of the Town of Dundee FY 2024-2025 financial audit constitute an emergency purchase made in order to resolve a situation which is germane to the health, safety, and general welfare of the citizens, employees, and residents of the Town; and

WHEREAS, pursuant to *Section 2-159(3)b of the Code*, the Town Commission acknowledges, agrees, and finds that any delay incident to complying with all governing rules, regulations, and procedures would be detrimental to the health, safety and general welfare of the Town, its residents, and/or the general public; and

WHEREAS, on February 10, 2026, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Resolution No. 26-08** 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 this **Resolution No. 26-08** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Resolution No. 26-08**, 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 **Resolution No. 26-08**. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this **Resolution No. 26-08**.

Section 2. Emergency Finding.

The Town Commission of the Town of Dundee, Florida (the "Town Commission"), finds that an "*emergency*" as defined in *Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, Florida*, exists as related to the imminent need for certain public financial services and/or other related services which includes, but is not to be limited to, the emergency review and preparation of the Town of Dundee FY 2024-2025 financial audit.

The Town Commission finds that, pursuant to *Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, Florida*, the Town is under a significant requirement such that the delay incident in strictly complying with all of the current governing procurement rules, regulations, and procedures would be detrimental to the health, safety and general welfare of the Town of Dundee, its employees, its residents, and/or the general public.

Section 3. Authorization.

Accordingly, the Town Commission directs, authorizes, approves, confirms, and ratifies: (1) the Town Manager's actions in negotiating, approving, and executing on behalf of the Town of Dundee, Florida, that certain *Amendment to CLA Accounting and Advisory Services Statement of Work Town of Dundee – Florida* (the "Amendment") (see **Exhibit "B"**); (2) the Town Manager's actions in negotiating and entering into the Amendment (see **Exhibit "B"**) with Clifton Larson Allen, LLP ("CLA"), for certain public financial services and other related services; and (3) the Town Commission of the Town of Dundee, Florida, further waives the requirement(s) of strict compliance with the Town's procurement code for the emergency purchase of certain public financial services and/or other related services.

Section 4. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 26-08** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 26-08** 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 5. Conflicts.

All resolutions in conflict with this **Resolution No. 26-08** are repealed to the extent necessary to give this **Resolution No. 26-08** full force and effect.

Section 6. Severability.

The provisions of this **Resolution No. 26-08** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 26-08**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 26-08**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 26-08** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 26-08** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 26-08** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 26-08**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 26-08**, 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 7. Effective Date. This **Resolution No. 26-08** shall take effect immediately upon passage by the Town Commission of the Town of Dundee, Florida.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 10th day of February, 2026.

TOWN OF DUNDEE

_____
Samuel Pennant, Mayor

ATTEST WITH SEAL:

_____
Erica Anderson, Town Clerk

Approved as to form:

_____
Frederick J. Murphy, Jr., Town Attorney

EXHIBIT A

RESOLUTION NO. 25-38

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO CERTAIN PUBLIC FINANCIAL SERVICES TO AND/OR FOR THE TOWN OF DUNDEE, FLORIDA; MAKING FINDINGS; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL NECESSARY FURTHER ACTIONS INCLUDING, BUT NOT LIMITED TO, EXECUTING CERTAIN AGREEMENTS WITH CLIFTON LARSON ALLEN, LLP, TO PROVIDE CERTAIN PUBLIC FINANCIAL SERVICES TO THE TOWN OF DUNDEE, FLORIDA.

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

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

WHEREAS, circumstances have arisen requiring emergency action on the part of Town of Dundee management to ensure the health, safety, and general welfare of the citizens, employees, and residents of the Town of Dundee, Florida; and

WHEREAS, the Town Commission of the Town of Dundee, Florida (the "Town Commission"), acknowledges that the Town does not currently have under its employment a Director of Public Finance; and

WHEREAS, the Town Commission acknowledges that the Town's annual financial audit for FY 2024-25 is currently past due; and

WHEREAS, Clifton Larson Allen, LLP ("CLA"), has experience in performing financial services and other related services for governmental agencies in the State of Florida; and

WHEREAS, as a direct result of the Town's imminent need for competent and adequate financial services, CLA has offered to provide certain public financial services and other related services to and/or for the Town; and

WHEREAS, pursuant to *Section 2-159(3) of the Code of Ordinances of the Town of Dundee, Florida* (hereafter the "Code"), which is entitled *source selection*, an "*emergency purchase*" means a procurement made in response to a requirement when the delay incident for complying with all governing rules, regulations, and procedures would be detrimental to the health, safety and welfare of the town and/or its citizen; and

WHEREAS, on October 14, 2025, in an effort to meet its FY 2024-2025 financial reporting requirements and preserve its ability to receive certain state and federal funding opportunities, CLA has prepared a *Master Services Agreement* and *Accounting and Advisory Services Statement of Work* (the "Agreements") for the Town; and

WHEREAS, copies of the Agreements are attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

WHEREAS, the Town Commission acknowledges that the Town has an immediate need for the emergency preparation of its FY 2024-2025 financial audit; and

WHEREAS, on October 14, 2025, at a duly noticed public meeting, the Town Commission acknowledges and agrees that circumstances and conditions continue to exist requiring the Town to direct and authorize the Town Manager to take any and all necessary further action(s) in order to negotiate, approve, and enter into the Agreements (see **Composite Exhibit "A"**) with CLA in order to ensure the Town of Dundee satisfies all applicable financial reporting requirements and preserves all applicable funding opportunities; and

WHEREAS, pursuant to *Section 2-159(3)b of the Code*, the Town Commission acknowledges and agrees that the public financial services and other related services which includes, but is not to be limited to, the emergency review and preparation of the Town of Dundee FY 2024-2025 financial audit constitute an emergency purchase made in order to resolve a situation which is germane to the health, safety, and general welfare of the citizens, employees, and residents of the Town; and

WHEREAS, pursuant to *Section 2-159(3)b of the Code*, the Town Commission acknowledges, agrees, and finds that any delay incident to complying with all governing rules, regulations, and procedures would be detrimental to the health, safety and general welfare of the Town, its residents, and/or the general public; and

WHEREAS, on October 14, 2025, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Resolution No. 25-38** 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 this **Resolution No. 25-38** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Resolution No. 25-38**, 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 **Resolution No. 25-38**. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this **Resolution No. 25-38**.

Section 2. Emergency Finding.

The Town Commission of the Town of Dundee, Florida (the "Town Commission"), finds that an "*emergency*" as defined in *Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, Florida*, exists as related to the imminent need for certain public financial services and/or other related services which includes, but is not to be limited to, the emergency review and preparation of the Town of Dundee FY 2024-2025 financial audit.

The Town Commission finds that, pursuant to *Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, Florida*, the Town is under a significant requirement such that the delay incident in strictly complying with all of the current governing procurement rules, regulations, and procedures would be detrimental to the health, safety and general welfare of the Town of Dundee, its employees, its residents, and/or the general public.

Section 3. Authorization.

Accordingly, the Town Commission directs, authorizes, approves, confirms, and ratifies: (1) the Town Manager's actions in negotiating, approving, and executing on behalf of the Town of Dundee, Florida, an agreement for public financial services and/or other related services which includes, but is not to be limited to, the review and preparation of the Town of Dundee FY 2024-2025 financial audit; (2) the Town Manager's actions in negotiating and entering into the Agreements (see **Composite Exhibit "A"**) with Clifton Larson Allen, LLP ("CLA"), for certain public financial services and other related services; and (3) the Town Commission of the Town of Dundee, Florida, further waives the requirement(s) of strict compliance with the Town's procurement code for the emergency purchase of certain public financial services and/or other related services certified public accountant services which includes, but is not to be limited to, the emergency review and preparation of the Town of Dundee FY 2024-2025 financial audit.

Section 4. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-38** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 25-38** 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 5. Conflicts.

All resolutions in conflict with this **Resolution No. 25-38** are repealed to the extent necessary to give this **Resolution No. 25-38** full force and effect.

Section 6. Severability.

The provisions of this **Resolution No. 25-38** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-38**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 25-38**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 25-38** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 25-38** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-38** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-38**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-38**, 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 7. Effective Date. This **Resolution No. 25-38** shall take effect immediately upon passage by the Town Commission of the Town of Dundee, Florida.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 14th day of October, 2025.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

EXHIBIT A



CliftonLarsonAllen LLP
https://www.claconnect.com

MSA Date: October 14, 2025

Master Services Agreement

This master service agreement ("MSA") documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Town of Dundee, Florida ("you," or "your"). The terms of this MSA will apply to the initial and each subsequent statement of work ("SOW"), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

1. **Scope of Professional Services**

   CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

   If modifications or changes are required during CLA's performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

   Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

2. **Management responsibilities**

   You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

3. **Fees and terms**

   See the applicable SOW for the fees for the services.

   Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket

expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client-initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

4. **Other Fees**

You agree to compensate us for reasonable time and expenses we may incur in responding to a subpoena, a formal third-party request for records or information, or participating in a deposition or any other legal, regulatory, or other proceeding relating to services we provide pursuant to a SOW.

5. **Finance charges and collection expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

6. **Dispute Resolution**

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

7. **Limitation of remedies**

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any

indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

8. **Governing Laws, Jurisdiction, and Venue**

This Agreement and the rights and obligations of the Town and CLA shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts pf Polk County, State of Florida, in the 10th Judicial Circuit.

9. **Time limitations**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods ("Limitation Period"), which vary based on the services provided, and may be modified as described in the following paragraph:

Service	**Time after the date we deliver the services or work product***
Tax Consulting Services	36 months
Tax Return Preparation	36 months
Examination, compilation, and preparation services related to prospective financial statements	12 months
Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information	24 months

All Other Services	12 months

* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship with CLA. The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

10. Confidentiality and Public Records

Except as permitted by the "Consent" section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation, or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

Subject to Florida law which includes, but shall not be limited to Chapter 119 of the Florida Statutes, the workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Public Records.

CLA covenants and agrees to:

(i) Keep and maintain public records required by the Town to perform the service(s) in accordance with this MSA.

(ii) 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 copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

(iii) 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 MSA term and following completion of the Agreement and/or any amendment(s) issued hereunder if CLA does not transfer the records to the Town.

(iv) Upon completion of the MSA and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of CLA or keep and maintain public records required by the Town to perform the service. If CLA transfers all public records to the public agency upon completion of the MSA and/or any amendment(s) issued hereunder, CLA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CLA keeps and maintains public records upon completion of the MSA and/or any Amendment(s) issued hereunder, CLA 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 CLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CLA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, ERIKA ANDERSON, AT 863-438-8330, eanderson@townofdundee.com, 202 E. MAIN STREET, DUNDEE, FLORIDA 33838.

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

Pursuant to authority given by law, regulation, or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

11. Other provisions

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

12. **Consent to use financial information**

We regularly aggregate anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, we are always careful to preserve the confidentiality of the separate information that we obtain from each client, as required by the AICPA Code of Professional Conduct and various laws. Your acceptance of this MSA will serve as your consent to our use of Town of Dundee, Florida anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this MSA, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this MSA, for a period of up to six (6) years from the date of this MSA, in connection with CLA's preparation of the types of reports described in the foregoing paragraph.

13. **Consent to send you publications and other materials**

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this MSA, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice.

14. **Subcontractors**

CLA may, at times, use subcontractors to perform services under this MSA, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this MSA.

15. **Technology**

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

16. **Termination of MSA**

This MSA shall continue for five years from September 16, 2025, unless terminated earlier by giving appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

17. **Agreement**

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

18. **No Waiver**

Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or limits of liability as set forth in Section 768.28, Florida Statutes (2024), regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. **This provision shall survive the termination of this MSA.**

CliftonLarsonAllen LLP

Response:
This MSA correctly sets forth the understanding of Town of Dundee, Florida.

CLA	**Client**
CLA	Town of Dundee, Florida
Lance Schmidt, Principal	Ken Cassel, Town Manager

CliftonLarsonAllen LLP
https://www.claconnect.com

Date: October 14, 2025

Statement of Work – Client Accounting & Advisory Services

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated October 14 2025, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Town of Dundee, Florida ("you" and "your"). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

Initial services:

Lance Schmidt is responsible for the initial services identified in this agreement.

CLA will provide interim assistance under the direction of management to include the following:

- Gaining an understanding of the existing accounting processes and procedures
- Assisting with account reconciliations and preparation of related journal entries and variance analysis for applicable periods (FY 9/30/24 to date)
- Assisting with month-end and year-end close, as requested
- Assisting with providing recommendations for efficiency improvements, internal control enhancements or procedural recommendations, as appropriate
- Assisting with other accounting tasks and issue resolution to bring accounting up to date
-

Engagement objectives, limitations, and responsibilities

CLA has not been engaged to prepare financial statements and financial statements will not be provided.

We will perform this engagement in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's financial statements that may not be identified as a result of misrepresentations made to us by you.

CLA personnel cannot be recognized or act in the capacity of your chief executive officer, chief financial officer, or any other management role and accordingly, CLA cannot accept the corporate responsibility for financial reports and internal control.

For all nonattest services we may provide to you, your management team agrees to assume all management responsibilities; oversee the services within this agreement; designate an individual, preferably within senior management, who possesses suitable skills, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

CLA's relationship with you shall be solely that of an independent contractor and nothing in the MSA or a SOW shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

Your management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services, review and approve the services.

As management, you are also responsible for and the services are contingent on the following:

- Assigning a primary contact that will act as the main conduit for communications, logistics and other such interaction.
- The selection of the financial reporting framework to be applied in the preparation of the financial statements and determining that the financial reporting framework is acceptable in the circumstances.
- The design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- The prevention and detection of fraud.
- To ensure that the entity complies with the laws and regulations applicable to its activities.
- The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- Responding to requests for data, documentation or other information materials necessary to complete this engagement in a timely manner. Any delays in providing such materials may

impact CLA's ability to deliver services based on previously communicated dates. CLA will have no obligation to perform services until you have provided such information. You agree to grant CLA an express, limited license to use such materials in any way necessary to the performance of the services outlined in this SOW.

- To provide us with the following:
  - Access to all information relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - Additional information that may be requested for the purpose of the engagement.
  - Unrestricted access to persons within the entity with whom we determine it necessary to communicate.
- To the extent we are assisting management with the completion of any Federal or State regulatory filings you are responsible for ensuring the completeness and accuracy of those filings.
- You will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans, and for implementing any plans you may develop, including any that we may discuss with you.

We will perform the engagement in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants.

Initial Services Schedule

We expect that the initial services will require approximately 30-40 hours of services per week starting October 1, 2025. As the engagement progresses, we will update time estimates and engage you in conversation about the project status. If possible, we request a two-week advance notice of your intent to release the consultant back to CLA to ensure adequate time to re-schedule the consultant to another engagement. Our fees shall not exceed $95,000.

Initial Services Fees

Our fees will be billed based on time and expenses	Consultant rates will vary, but will not exceed $200 Principial & Directors will vary between $275-500

Pursuant to Florida law, fees for travel time will be billed at the normal hourly rate.

Pursuant to Florida law which includes, but shall not be limited to, Chapter 112 of the Florida Statutes, we will also bill you in arrears for reimbursement of any out-of-pocket travel expenses incurred (e.g., hotel, airfare, meals as actual or per diem, etc.) on a pass-through basis.

Should the duration of this engagement go beyond 6 months or the scope of services change, CLA retains the right to discuss an hourly rate adjustment.

General Fee Terms

We will also bill for expenses (including travel, report production, postage, internal and administrative charges, etc.) plus a technology and client support fee of five percent (5%) of all professional fees billed. Any fee estimate provided is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. Our invoices, including applicable state and local taxes, will be rendered as work progresses and are payable on presentation.

We will also bill any third-party software subscription fees that you direct CLA to purchase and incur on your behalf.

Employee Hire Fee

You acknowledge that the personnel provided by CLA under this Agreement possess unique skills and knowledge acquired through their work with CLA. Should you directly or indirectly hire or engage any CLA employee, whether as an employee, contractor or consultant, who has been involved in providing services under this Agreement within the preceding 12 months, you agree to pay CLA a Placement Fee. The Placement Fee shall be calculated as the greater of 30% of either 1) the CLA's employee's annual salary upon separation from CLA or 2) the individual's annual salary, bonuses and any other form of renumeration as offered by you.

The fee shall be due and payable within 30 days of the employee's commencement of work with you.

The Employee Hire Fee Provision shall not apply where the employee independently applies to a publicly advertised position or if the employee has not provided services to you within the last 12 months prior to their employment.

Failure to comply with this provision shall entitle CLA to seek legal remedies, including but not limited to injunctive relief and recovery of legal costs incurred in enforcing this clause.

Indemnity

For the services described in this SOW, you agree to indemnify and hold harmless CLA, its successors and affiliates, officers, employees, and agents from any claims brought or asserted by any other person, third party, or governmental body for any loss, damages, liabilities, remedies, or cause of action, and from any reasonable expenses incurred in defending against any such claims or actions (including attorney fees) arising from or relating to the services performed by any CLA party with the exception of any actions arising out of and/or related to the gross negligence and/or intentional conduct of CLA..

Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or limits of liability as set forth in *Section 768.28, Florida Statutes (2024)*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. **This provision shall survive the termination of this SOW and/or MSA.**

Termination of SOW

Either party (you or CLA) may terminate this particular SOW at any time by giving 30 days written notice to the other party. Upon termination of this particular SOW, the provisions of this SOW and the existing MSA shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP
Lance Schmidt
Principal
863-680-5634
lance.schmidt@claconnect.com

Response

This SOW correctly sets forth the understanding of Town of Dundee, Florida and is accepted by:

CLA	**Client**
CLA	Town of Dundee, Florida
Lance Schmidt, Principal	Ken Cassel, Town Manager

EXHIBIT B

CliftonLarsonAllen LLP
https://www.claconnect.com

Amendment to CLA Accounting and Advisory Services Statement of Work
Town of Dundee - FL
Date: January 21, 2026

This agreement constitutes an amendment to CLA Accounting and Advisory Services Statement of Work ("SOW") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Town of Dundee - FL ("you" and "your") dated October 14, 2025. Except as supplemented herein, the Accounting and Advisory Services Statement of Work dated October 14, 2025 remains in full force and effect.

The parties agree to appoint Mike Howard as the new consultant for the same. Effective January 26, 2026, the professional fees for services rendered by Mike Howard for the scope of services described in the SOW will be billed at a rate of $155.00 per hour plus a 5% client support fee for actual time spent and shall not exceed 1,040 hours (totaling $161,200.00).

We believe this amendment accurately summarizes the additional terms of the SOW. If you agree with the terms described in this amendment, please sign, date, and return.

Sincerely,

CliftonLarsonAllen LLP

CLA	**Client**
CLA	Town of Dundee - FL
Lance Schmidt, Principal	Ken Cassel, Town Manager

CliftonLarsonAllen LLP
https://www.claconnect.com

Amendment to CLA Accounting and Advisory Services Statement of Work
Town of Dundee - FL
Date: January 21, 2026

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The parties agree to appoint Mike Howard as the new consultant for the same. Effective January 26, 2026, the professional fees for services rendered by Mike Howard for the scope of services described in the SOW will be billed at a rate of $155.00 per hour plus a 5% client support fee for actual time spent and shall not exceed 1,040 hours (totaling $161,200.00).

We believe this amendment accurately summarizes the additional terms of the SOW. If you agree with the terms described in this amendment, please sign, date, and return.

Sincerely,

CliftonLarsonAllen LLP

CLA	**Client**
CLA	Town of Dundee - FL
Lance Schmidt, Principal	Ken Cassel, Town Manager

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	February 10, 2026	**Submitted By:** Ken Cassel, Town Manager			
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, RESOLUTION 26-09, Local Mitigation Strategy, LMS				
STAFF RECOMMENDATION: **(**MOTION READY)	A motion to approve Resolution 26-09 approval of the Polk County 2025 Multi-Jurisdictional Local Mitigation Strategy				
SUMMARY *and/or* JUSTIFICATION:	The Polk County Multi-Jurisdictional Local Mitigation Strategy (LMS) is a comprehensive, countywide planning document developed in coordination with municipalities, emergency management officials, and regional stakeholders. The LMS identifies hazards, assesses vulnerabilities, and outlines mitigation initiatives designed to reduce long-term risk to people, property, infrastructure, and the environment. Adoption of the LMS is necessary for the Town to remain eligible for certain state and federal mitigation funding opportunities, including grants administered through the Florida Division of Emergency Management and the Federal Emergency Management Agency (FEMA). Participation in the LMS demonstrates the Town's commitment to proactive disaster planning and resilience				
SELECT, *if applicable*	**AGREEMENT:**			**BUDGET:**	
	STAFF REPORT:			**PROCLAMATION:**	
	EXHIBIT(S):			**OTHER:**	
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B*	Resolution 26-09				
SELECT, *if applicable*	**RESOLUTION: 26-09**	X	**ORI**	**FISCAL IMPACT** *(if any)*	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(If Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)*	A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, ADOPTING THE POLK COUNTY 2025 MULTI-JURISDICTIONAL LOCAL MITIGATION STRATEGY; PROVIDING AN EFFECTIVE DATE.				
FISCAL IMPACT *(if any):*	There is no direct fiscal impact as a result of this item.			$0.00	

RESOLUTION NO. 26-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, ADOPTING THE POLK COUNTY 2025 MULTI-JURISDICTIONAL LOCAL MITIGATION STRATEGY; PROVIDING 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 VI11, §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, areas of Polk County, including the Town, are vulnerable to the human and economic costs of natural, technological, and societal disasters; and

WHEREAS, the Town Commission of the Town of Dundee, Florida (the "Town Commission") realizes the importance of reducing or eliminating those vulnerabilities for the overall public health, safety, and welfare of the community; and

WHEREAS, a Local Mitigation Strategy ("LMS") is a vital living document which presents a unified strategy to building a disaster-resilient community; and

WHEREAS, the Disaster Mitigation Act of 2000 requires each local jurisdiction to have either its own local mitigation strategy or to actively participate in the development and maintenance of multi-jurisdictional mitigation strategy; and

WHEREAS, the Town actively participated in the development and maintenance of the Polk County LMS; and

WHEREAS, the Town has actively participated in the 2025 update to the Polk County LMS through the Polk County Local Mitigation Strategy Working Group, which has established a comprehensive, coordinated planning process to eliminate or decrease these vulnerabilities; and

WHEREAS, Town representatives and staff have identified, justified, and prioritized proposed projects and programs needed to mitigate the vulnerabilities of the Town to the impacts of future disasters; and

WHEREAS, the revised version of the Polk County LMS has incorporated these proposed projects and programs into the update that has been prepared and issued for consideration and adoption by the jurisdictions of Polk County; and

WHEREAS, the State of Florida Division of Emergency Management approved the Polk County 2025 Multi-Jurisdictional Local Mitigation Strategy on June 19, 2025; and

WHEREAS, on February 10, 2026, at a duly noticed public meeting, the Town Commission of the Town of Dundee, Florida, finds that the passage of this **Resolution No. 26-09** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the Town of Dundee 2030 Comprehensive Plan policies and objectives; and this **Resolution No. 26-09** 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 RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

SECTION 1. Incorporation of Factual Recitals.

The above-referenced factual recitals (WHEREAS clauses) are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Resolution No. 26-09**, 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 **Resolution No. 26-09**.

SECTION 2. Adoption.

The Town Commission of the Town of Dundee, Florida (the "Town Commission"), hereby accepts and adopts its designated portion of the *Polk County 2025 Multi-Jurisdictional Local Mitigation Strategy*.

SECTION 3. Authorization.

The Town Manager, or his/her designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 26-09** which includes, but shall not be limited to, the following:

(a) Authorizing personnel of the Town of Dundee to pursue available funding opportunities for implementation of the proposals and projects designated therein;

(b) Authorizing and directing agencies and organizations within the Town of Dundee that, upon receipt of such funding or other necessary resources, to implement proposals contained in the *Polk County 2025 Multi-Jurisdictional Local Mitigation Strategy*;

(c) Continuing to participate in the updating and expanding of the *Polk County 2025 Multi-Jurisdictional Local Mitigation Strategy* in future years;

(d) Encouraging local businesses, industries, and community groups operating within the corporate limits of the Town and/or within Polk County to also participate in updating

and expansion of the *Polk County 2025 Multi-Jurisdictional Local Mitigation Strategy* in the years ahead; and

(e) Authorizing and directing the Town of Dundee to continue to participate in the furtherance of public involvement opportunities.

SECTION 4. Effective Date.

This **Resolution No. 26-09** shall take effect immediately upon passage by the Town Commission of the Town of Dundee, Florida.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 10th day of February, 2025.

TOWN OF DUNDEE

_____
Sam Pennant, Mayor

ATTEST WITH SEAL:

_____
Erica Anderson, Town Clerk

Approved as to form:

_____
Frederick J. Murphy, Jr., Town Attorney

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	February 10, 2026	**Submitted By:** Erica Anderson, Town Clerk	
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	Consider approval of the Canvassing Board Members for the 2026 Municipal Election.		
STAFF RECOMMENDATION: **(**MOTION READY)	A motion to approve the 2026 Municipal Election Canvassing Board Members.		
SUMMARY *and/or* JUSTIFICATION:	Per Section 18-5 of the Town of Dundee Charter, the Canvassing Board is comprised of the Town Clerk, the Town Attorney, and one Town elector appointed by oral motion of the Town Commission at least 30 days prior to the election. The Town of Dundee will hold an election on Tuesday, April 7, 2026, for the Mayoral Seat and Town Commission Seats #1 and #3. The Canvassing Board is required to meet four times: pre-election logic and accuracy testing, election night canvassing of ballots, certification of the election, and the post-election manual audit. The Town of Dundee Canvassing Board will consist of: Erica Anderson, Town Clerk Town Attorney - TBD Melissa Glogowski, Deputy Town Clerk Michelle Thompson, Elector of the Town Autum Carter, Alternate Elector of the Town		

SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**	
	STAFF REPORT:		**PROCLAMATION:**	
	EXHIBIT(S):		**OTHER:**	
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B*				
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE:**	

IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(If Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)*		
FISCAL IMPACT *(if any):*		$0.00

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	February 10, 2026	**Submitted By: John Vice, Public Works Director**
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, RFP 25-05, ROAD PAVING OF CAMP ENDEAVOR BLVD. & LINCOLN AVE.	
STAFF RECOMMENDATION: **(**MOTION READY)	A motion to award RFP 25-05 to Tucker Paving RFP 25-05, Road Paving of Camp Endeavor Blvd. & Lincoln Ave.	
SUMMARY *and/or* JUSTIFICATION:	The Town of Dundee received two proposals for the road paving of Camp Endeavor Blvd. and Lincoln Ave. Two companies submitted responsive bids during the sealed bid process. These companies included EZ Contracting, LLC and Tucker Paving Inc. The Purchasing Evaluation Committee scored both proposals, and Tucker Paving, Inc. earned an average of 87 points, while EZ Contracting, LLC earned an average of 81 points. Proposed total costs from each company are as follows: • EZ Contracting LLC - $1,554,101.94 • Tucker Paving, Inc. - $1,454,638.20	

SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**	
	STAFF REPORT:		**PROCLAMATION:**	
	EXHIBIT(S):	X	**OTHER:**	
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B*	RFP 25-05, Staff Bid Recommendation RFP 25-05 Paving Comparisons RFP 25-05 Tabulation Record RFP 25-05 Bid Score Sheet Averages EZ Contracting, LLC Bid Packet Tucker Paving Inc. Bid Packet			
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE:**	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(If Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)*	N/A			

FISCAL IMPACT *(if any):*	Asphalt Road Base, Labor, Maintenance Traffic Control, Engineering & As-Builts	$1,454,628.20

Town of Dundee

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

Staff Bid Recommendations

Staff have reviewed both bids provided by EZ Paving and Tucker Paving (please see attached spread sheet). We have provided a spread sheet to show the price difference between both companies with Tucker Paving providing more of a detailed Bid including references. Bond documents and understanding of the requested scope of work, staff has determined that Tucker Paving would be the best option for the Town to choose and they were the cheapest bid. The bids did not include permit fees to the Town, county or the state so this would have to be addressed before entering a contract. The Town of Dundee has used Tucker Paving on serval different projects though out the Town of Dundee, staff has taken this in consideration by using the lowest bid, local vendor as Tucker is located in Winter Heaven and EZ Paving is located in Tampa Florida.

Storm Water System	$ 185,429.20		
Signage and Striping	$ 30,884.64		
Earthwork	$ 55,429.80		
20% Contingency	$ 260,578.09		
Egineering Total Probale Cost Estimate	$2,045,841.02		

Tucker Paving $1,454,638.20				EZ Paving $1,554,010.94					
Item Discription	Price	QTY	Units	Item Discription	Price	QTY	Units	Difference in prices	Contractor with higher price
Mobilization	$ 226,500.00	1	LS	Mobilization/Demobilization	$ 60,000.00	1	LS	$ 166,500.00	Tucker Paving
Maintance of Traffic	$ 125,805.73	1	LS	Maintanance of Traffice	$ 11,000.00	1	LS	$ 114,805.73	Tucker Paving
Not Listed in Bid	-	-	-	Surveys/ As Builts	$ 121,000.00	1	EA	N/A	NOT ENOUGH INFO
Silt Fence (Sediment Barrier)	$ 9,550.00	9,550	LF	Silt Fence	$ 47,223.00	9,900	LF	$ 37,673.00	EZ Paving
Single sing post (relocate)	$ 1,005.00	5	EA	Relocate No Traspassing sign	$ 310.00	4	EA	$ 695.00	Tucker Paving
Relocated of power pole	not included	-	-	Relocate Power Pole	$ 61,600.00	8	EA	N/A	NOT ENOUGH INFO
Not Listed in Bid	-	-	-	Adjust Exsiting Valve	$ 178.50	2	EA	N/A	NOT ENOUGH INFO
included in item 28 price amount	-	-	-	Remove Exsiting wood post	$ 65.85	1	EA	N/A	NOT ENOUGH INFO
Not Listed in Bid	-	-	-	Saw Cut	$ 2,416.50	150	LF	N/A	NOT ENOUGH INFO
Not Listed in Bid	-	-	-	Export Materials	$ 41,364.00	11,490	CY	N/A	NOT ENOUGH INFO
Performace Turf (Bahia Sod)	$ 68,860.00	17,215	SY	Bahia Sod	$ 68,194.50	20,665	SY	$ 665.50	Tucker Paving
Embankment (grading)	$ 15,312.00	638	CY	Grading (Ditch, swell, slop etc)	$ 18,000.00	1	LS	$ 2,688.00	EZ Paving
Pipe Culvert RCP Round 18"	$ 44,352.00	616	LF	18" RCP Pipe	$ 50,703.84	776	LF	$ 6,351.84	EZ Paving
Mitered End Section (cross drain round)	$ 27,536.00	16	EA	18" RCP MES	$ 84,790.80	16	EA	$ 57,254.80	EZ Paving
Rip Rap Rubble Ditch Lining	$ 5,400.00	60	TN	Rip Rap	$ 33,332.89	735	SF	$ 27,932.89	EZ Paving
Super pave Asphalt TIC Traffic C 9.5	$ 296,676.00	1809	TN	2" SP-9.5 Asphalt	$ 326,370.00	14,835	SY	$ 29,694.00	EZ Paving
Optional Base 10" Lime Rock	$ 440,328.00	15726	SY	10" crushed concrete road base	$ 252,936.75	14,835	SY	$ 187,391.25	Tucker Paving
Not Listed in Bid	-	-	-	12" compacted subgrade	$ 24,477.75	14,835	SY	N/A	NOT ENOUGH INFO
Called out Item #18 not listed twice	-	-	-	2" SP-9.5 Asphalt (bella vista)	$ 2,200.00	100	SY	N/A	NOT ENOUGH INFO
Called out Item #19 not listed twice	-	-	-	8" crushed concrete road base (bella vista)	$ 5,373.50	100	SY	N/A	NOT ENOUGH INFO
Not Listed in Bid	-	-	-	12" stabilzed subgrade road base (bella vista)	$ 14,080.00	100	SY	N/A	NOT ENOUGH INFO
Concrete Curb/ Gutter (TYPE MIAMI CURB)	$ 740.00	20	LF	3" valley curb	$ 9,042.00	120	LF	$ 8,302.00	EZ Paving
Not Listed in Bid				6" concrete driveway w/fiber 3000psi	$ 224,812.50	8,175	SF	N/A	NOT ENOUGH INFO
12" Compacted subgrade	$ 15,726.00	15,726	SY	12" compacted subgrade	$ 3,651.50	908	SY	$ 12,074.50	Tucker Paving
concrete spillway 4" reinforced	$ 3,339.00	63	SY	concrete spill way	$ 15,537.50	565	SF	$ 12,198.50	EZ Paving
sinage and striping (paint only) see Bid notes	$ 99,679.47	1	LS	Signage/striping (PAINT ONLY) SEE BID NOTES	$ 75,350.00	1	LS	$ 24,329.47	Tucker Paving
Nuclear Density Test	$ 23.00	1	EA	Not Listed in Bid	-	-	-	N/A	NOT ENOUGH INFO
Proctor T-180 or T-99	$ 86.00	1	EA	Not Listed in Bid	-	-	-	N/A	NOT ENOUGH INFO
Clearing and Grubbing	$ 55,560.00	1	LS	Not Listed in Bid	-	-	-	N/A	NOT ENOUGH INFO
Regular Excavation	$ 18,160.00	9080	CY	Not Listed in Bid	-	-	-	N/A	NOT ENOUGH INFO
Required Permits (SWPPP) AND FEE'S	not included	-	-	Required Permits (SWPPP) AND FEE'S	not included	-	-	N/A	NOT ENOUGH INFO

Engineering Estimated Project Cost	$2,045,841.02
Linclon Ave Extension PROBALE COST	
Items	Price
Pavement	$ 324,208.36
Storm Water System	$ 49,457.02
Signage and Striping	$ 9,276.34
Earthwork	$ 19,035.36
20% Contingency	$ 80,395.42
CAMP ENDEAVOR PROBALE COST	
Pavement	$1,031,146.79
Storm Water System	$ 185,429.20
Signage and Striping	$ 30,884.64
Earthwork	$ 55,429.80
20% Contingency	$ 260,578.09
Egineering Total Probale Cost Estimate	$2,045,841.02

TABULATION RECORD/INTENT TO AWARD DOCUMENTATION

· 202 E. Main Street, Dundee, FL 33838 · Phone: (863)438-8330 ·
Web: www.TownofDundee.com

Project Number:	RFP 25-05				
Project Name:	RFP 25-05 Road Paving of Camp Endeavor Blvd. & Lincoln Ave.				
Type of BID:	Request for Proposal				
Purchasing Representative:	Town of Dundee				
Due Date:	January 21, 2026			Location:	Dundee Town Hall 202 E Main Street Dundee, FL 33838
Opening Date:	January 22, 2026				

	CONTRACTOR	CITY, STATE	PRC SCORE	OPTIONAL BID 1	OPTIONAL BID 2	TOTAL COST BASE BID PLUS OPTIONAL BIDS 1 AND 2	ADDENDA ACKNOWLEDGED			INTENT TO AWARD
							ADD 1	ADD 2	ADD 3	
1	EZ CONTRACTING	Tampa, FL	$1,554,010.94							
2	TUCKER PAVING	Winter Haven, FL	$1,454,638.20							YES
3										
4										
5										
6										
7										
8										
9										
10										
11										

	Evaluator 1	Evaluator 2	Evaluattor 3	Evaluator 4	Evaluator 5	SCORING AVERAGE
EZ Contracting	55	90	80	85	95	**81**
Tucker Paving	75	90	90	90	90	**87**

BID SUBMISSION FORM

FY 2024-2025 – ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE.

RETURN DATE: 01/20/2026

RETURN TO: Office of the Town Clerk
Attn: RFP 25-05
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1. General Conditions				192,000.00
2. Clearing & Grubbing				111,794.05
3. Earthwork				127,558.50
4. Storm Drainage				168,826.89
5. Paving, Concrete & striping				953,831.50
6.				
7				
8.				
			See Attachment	
			TOTAL ($)	1,554,010.94

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: EZ Contracting LLC

Company Address: 5324 56th Commerce Park Blvd,

Company City: Tampa, FL State: Florida Zip: 33610

Company Phone Number: 813-252-9793 Fax Number:

Authorized Representative: John Barile - President

Signature: _____ Date: 01/14/2026

Print Name: John Barile Phone Number: 813-557-5784

Title: President

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

EZ Contracting, LLC
5324 56th Commerce Park Blvd Tampa, Florida 33610
License # CUC037218

1/21/2026

Road Paving of Camp Endeavor Blvd. & Lincoln Ave

ITEM #	GENERAL CONDITIONS	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	MOBILIZATION/DEMOBILIZATION	1	LS	$60,000.00	$60,000.00
2	MAINTENANCE OF TRAFFIC	1	LS	$11,000.00	$11,000.00
3	SURVEY/AS-BUILTS	1	EA	$121,000.00	$121,000.00
4				SUBTOTAL	$192,000.00
5	CLEARING & GRUBBING				
6	SILT FENCE	9,900	LF	$4.77	$47,223.00
7	RELOCATE NO TRASPASSING SIGN	4	EA	$77.55	$310.20
8	RELOCATE POWER POLE	8	EA	$7,700.00	$61,600.00
9	ADJUST EXISTING VALVE	2	EA	$89.25	$178.50
10	REMOVE EXISTING WOOD POST	1	EA	$65.85	$65.85
11	SAW CUT	150	LF	$16.11	$2,416.50
12				SUBTOTAL	$111,794.05
13	EARTHWORK				
14	EXPORT	11,490	CY	$3.60	$41,364.00
15	BAHIA SOD	20,665	SY	$3.30	$68,194.50
16	GRADING (DITCH, BERM, SLOPE)	1	LS	$18,000.00	$18,000.00
17				SUBTOTAL	$127,558.50
18	STORM DRAINAGE				
19	18" RCP	776	LF	$65.34	$50,703.84
20	18" RCP MES	16	EA	$5,299.43	$84,790.80
21	RIP RAP	735	SF	$45.35	$33,332.25
22				SUBTOTAL	$168,826.89
23	PAVING, CONCRETE & STRIPING				
24	2" SP-9.5 ASPHALT	14,835	SY	$22.00	$326,370.00
25	10" CRUSHED CONCRETE ROAD BASE LBR150	14,835	SY	$17.05	$252,936.75
26	12" COMPACTED SUBGRADE	14,835	SY	$1.65	$24,477.75
27	2" SP-9.5 ASPHALT (BELLA VISTA CONNECTION)	100	SY	$22.00	$2,200.00
28	8" CRUSHED CONCRETE ROAD BASE LBR100 (BELLA VISTA CONNECTION)	100	SY	$53.74	$5,373.50
29	12" STABILZED SUBGRADE LBR40 (BELLA VISTA CONNECTION)	100	SY	$140.80	$14,080.00
30	3' VALLEY CURB	120	LF	$75.35	$9,042.00
31	6" CONCRETE DRIVEWAY W/FIBER 3000PSI	8,175	SF	$27.50	$224,812.50
32	12" COMPACTED SUBGRADE	908	SY	$4.02	$3,651.50
33	CONCRETE SPLILL WAY	565	SF	$27.50	$15,537.50
34	SIGNS & STRIPING (PAINT ONLY) - 8670 LF 6" WHITE STRIPE, 9520 LF YELLOW STRIPE, 15 STOP BAR, 15 STOP SIGN, 2 ADVISORY SPEED SIGN, 6 SPEED SIGN, 2 DEAF CHILD AREA SIGN. 2 HORIZONTAL ALIGNMENT SIGN, 2 STREET NAME SIGN	1	LS	$75,350.00	$75,350.00
35				SUBTOTAL	$953,831.50
36					
				TOTAL PROPOSAL	$1,554,010.94

EZ Contracting, LLC
Kenrick Callwood, Estimator
Kenrick Callwood
January 21, 2026

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

Company Name EZ Contracting, LLC.

Signature _____ Date: 01/14/2026

Printed Name John Barile

Title President

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Hillsborough

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th DAY OF January, 20 26

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

TYPE OF ID PRODUCED N/A

SIGN: _____

PRINT: Danielle Dacruz

DANIELLE DACRUZ
Notary Public
State of Florida
Comm# HH436136
Expires 8/22/2027

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I John Barile **("Affiant"), being first duly sworn, deposes and says that:**

(1) Affiant is President (insert job title) of Ez Contracting LLC (insert name of company) the bidder that submitted the attached bid;

(2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Hillsborough

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th DAY OF January, 20 26

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

TYPE OF ID PRODUCED N/A

SIGN: Danielle Dacruz

PRINT: Danielle Dacruz

DANIELLE DACRUZ
Notary Public
State of Florida
Comm# HH436136
Expires 8/22/2027

CERTIFICATION OF DRUG-FREE WORKPLACE

I John Barile ("Undersigned"), certify that:

(1) Undersigned is President (insert job title) and duly authorized to act on behalf of the Vendor Ez Contracting LLC that submitted the attached bid.

(2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.

(3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

(4) In order to have a drug-free workplace program, a business shall:

(a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

(d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Vendor, Ez Contracting LLC _____, acknowledges, understands, and complies fully with the above requirements.

DATE: 01/14/2026 NAME OF ENTITY: John Barile

PHONE/FAX: 813-252-9793

ADDRESS: 5324 56th Commerce Park Blvd.

Tampa, FL 33610

SIGNATURE: 

PRINT NAME: John Barile

SALES TAX SAVINGS FORM

CONTRACT NUMBER: RFP 2505

NAME OF PROJECT: Road Paving of Camp Endeavor BLVD & Lincoln Ave

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount
18" RCP	29,891.52	1,955.52	27,936
18" RCP MES	11,170.80	730.80	10,440
RIP RAP	28,525.75	1,800.75	25,725

(1) This is the amount to be deducted from contract by change order.

(2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.

(3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.

HUMAN TRAFFICKING AFFIDAVIT

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officers or representatives of the VENDOR, we certify that the VENDOR identified herein does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

[Name of Vendor]: Ez Contracting LLC

Executed this 14th day of January, 2025. 2026

By: _____
Name: John Barile
Title: President

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 14th day of January, 2025, by John Barile, as _____ of _____, ☒ who is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

DANIELLE DACRUZ
Notary Public
State of Florida
Comm# HH436136
Expires 8/22/2027

_____
Notary Public Signature
Print Notary Name: Danielle Dacruz
My commission expires: 08/22/2027

Bid Bond

CONTRACTOR:
(Name, legal status and address)
EZ CONTRACTING LLC
5324 56th Commerce Park Blvd
Tampa, FL 33610

SURETY:
(Name, legal status and principal place of business)
Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Town of Dundee
P.O. Box 1000, 202 East Main Street
Dundee, FL 33838

BOND AMOUNT:
5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any) FY 2024-2025 - Road Paving of Camp Endeavor Blvd & Lincoln Ave, Dundee, Florida
Project Number, if any: RFP 25-05

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

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

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

Signed and sealed this 21st day of January, 2026

EZ CONTRACTING LLC
(Principal) *(Seal)*

(Witness)

By:
(Title)

Great Midwest Insurance Company
(Surety) *(Seal)*

Meadow Medal
(Witness) Meadow Medal

By: Jeffrey W. Reich
(Title) Jeffrey W. Reich, Attorney-in-Fact
& FL Licensed Resident Agent
Inquiries: 407-786-7770

GREAT MIDWEST INSURANCE COMPANY TEXAS CORPORATION CORPORATE SEAL

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: **Jeffrey W. Reich**

Surety Bond No: Bid Bond
Principal: EZ CONTRACTING LLC
Obligee: Town of Dundee

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 21st Day of January 2026.

BY _____
Patricia Ryan
Secretary

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 01/16/2026

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

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

PRODUCER Kirkendall Insurance LLC 6958 Aloma Ave Winter Park FL 32792	CONTACT NAME: F.R. Sonny Eubanks PHONE (A/C, No, Ext): 407-359-5904 FAX (A/C, No): 407-386-7093 E-MAIL ADDRESS: sonny@kirkendallinsurance.com
INSURED EZContracting, LLC 5324 56th Commerce Park Blvd . Tampa FL 33610	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Indian Harbor Insurance Company INSURER B: Kemper Commercial Auto Insurance Co. INSURER C: Burlington Insurance Company INSURER D: Westchester Surplus Lines Company INSURER E: Liberty Mutual Insurance Co./Ohio Casualty INSURER F: Sumter County Board of County Commissioner

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	X		ESG0068522	4/4/2025	4/4/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [X] UM [X] PIP FL			500017358201	09/18/2025	09/18/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured Motorist	$ 1,000,000 $ $ $ $ 50,000
A	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [X] RETENTION $			979BE11268	4/4/2025	4/4/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D	Contractors Pollution Insurance			G74289010-002	04/04/2025	04/04/2026	Ea Pollution Condition General Aggregate	$2,000,000 $2,000,000

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

Underground Utility Contractor/ Contractors Pollution Insurance Deductible $2,500 /E. Liberty Mutual/Ohio Casualty Insurance for Inland Marine Policy with $300,000 Equipment Leased /Rented from others. Policy# BMO (26)67261495-04/2025-04/04/2026/ FL PIP $10,000 endorsement is included with the business auto policy. Project: RFP 25-05 Road Paving of Camp Endeavor Blvd & Lincoln Ave

CERTIFICATE HOLDER

Town of Dundee
Eanderson@townofdundee.com
202 East Main Street P.O. Box 1000
Dundee FL 33838

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)
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Company Qualifications & Experience

EZ Contracting, LLC
5324 56th Commerce Park Blvd
Tampa, Florida 33610

RFP 25-05 – FY 2024–2025 Road Paving of Camp Endeavor Boulevard & Lincoln Avenue

EZ Contracting, LLC submits this statement of qualifications and experience in response to RFP 25-05 for the Town of Dundee's FY 2024–2025 Road Paving project. EZ Contracting possesses the experience, personnel, and resources required to perform the work in accordance with all contract documents, technical specifications, and applicable standards.

Understanding of the Work

EZ Contracting understands the scope of work includes roadway milling, asphalt resurfacing, pavement restoration, maintenance of traffic, coordination with Town representatives, and final cleanup. All work will be performed in accordance with Town of Dundee requirements, FDOT standards, and industry best practices while maintaining safe access for residents and emergency services.

Firm Qualifications

EZ Contracting, LLC is a Florida-based limited liability company experienced in municipal roadway improvements, paving support, stormwater improvements, underground utilities, and roadway restoration. The firm routinely performs work within active rights-of-way under live traffic conditions and strict municipal schedules.

Relevant Experience

EZ Contracting has completed and is currently performing roadway and paving-related projects for Florida municipalities that closely align with the Dundee project, including:

- **2023–2024 Street Improvement Project – City of New Port Richey:** Milling, demolition, paving, striping coordination, sodding, and concrete restoration as part of a municipal roadway improvement program.

- **ARPA Maybole Place & Riverhills Drive Stormwater Improvements – City of Temple Terrace:** Milling and resurfacing, stormwater pipe and inlet installation, curb and gutter replacement, sidewalk restoration, and related roadway work.
- **Holiday Lakes Force Main Replacement – City of New Port Richey / Pasco County:** Underground utility installation followed by full restoration of roadways, driveways, sidewalks, landscaping, and irrigation to municipal standards.

These projects required coordination of roadway restoration activities, compliance with municipal specifications, and completion of work within active public rights-of-way.

Equipment & Resources

EZ Contracting maintains sufficient company-owned equipment and personnel to support roadway preparation, traffic control support, concrete cutting, drainage adjustments, and final cleanup. The firm does not rely on short-term equipment rentals to perform core work and is fully equipped to meet schedule and performance requirements.

Maintenance of Traffic (MOT)

All maintenance of traffic operations will be performed in accordance with the **FDOT Manual on Uniform Traffic Control Devices (MUTCD)** and applicable to FDOT Standard Plans. Traffic control phasing will be coordinated with the Town of Dundee to ensure public safety, emergency access, and minimal disruption.

Schedule & Completion

EZ Contracting acknowledges the required contract timeframe and affirms its ability to complete the work within the specified duration using qualified personnel and appropriate resources.

Statement of Compliance

EZ Contracting, LLC certifies that it is authorized to conduct business in the State of Florida, is in good standing, and is not involved in any bankruptcy, reorganization, or insolvency proceedings. This submission is made by an authorized Managing Member with full authority to bind the firm.

Respectfully submitted,

EZ Contracting, LLC

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
EZ Contracting LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
5324 56th Commerce Park Blvd

Requester's name and address (optional)

City, state, and ZIP code
Tampa, FL 33606

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
92 - 2377611

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

E-Verify

Company ID Number: 2261223

Approved by:

Employer	
EZ Contracting LLC	
Name (Please Type or Print) John Barile	**Title**
Signature Electronically Signed	**Date** 09/01/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 09/01/2023

CONSTRUCTION SCHEDULE

Project Duration: 60 Calendar Days
Contractor: EZ Contracting LLC

EZ Contracting LLC proposes to complete the work within **sixty (60) consecutive calendar days** from the Notice to Proceed. The schedule below represents the anticipated sequence and duration of construction activities. Multiple operations may overlap as conditions allow to maintain the overall project duration.

GENERAL CONDITIONS (DAYS 1–60)

- Mobilization and Demobilization
- Maintenance of Traffic (MOT)
- Survey and Layout
- As-Built Preparation

CLEARING, GRUBBING & PREPARATORY WORK (DAYS 1–14)

- Clearing and Grubbing
- Installation of Silt Fence
- Relocation of No Trespassing Signs
- Relocation of Power Poles (as required)
- Adjustment of Existing Valves
- Removal of Existing Wood Post
- Saw Cutting

EARTHWORK (DAYS 14–28)

- Export Excavation
- Finish Grading (ditch, berm, and slope areas)
- Bahia Sod (installed progressively as areas are completed)

STORM DRAINAGE (DAYS 14–28)

- Installation of 18-inch Reinforced Concrete Pipe (RCP)
- Installation of 18-inch RCP Mitered End Sections (MES)
- Rip Rap Installation

ROADWAY, CONCRETE, PAVING & STRIPING (DAYS 28–60)

Subgrade & Base

- 12-inch Stabilized Subgrade (LBR 40)
- 10-inch Crushed Concrete Road Base (LBR 150)

Asphalt Paving

- 2-inch SP-9.5 Asphalt
- Bella Vista Connection:
  - 12-inch Stabilized Subgrade (LBR 40)
  - 8-inch Crushed Concrete Road Base (LBR 100)
  - 2-inch SP-9.5 Asphalt

Concrete

- 3-foot Valley Curb
- 6-inch Concrete Driveways with Fiber Reinforcement (3000 PSI)
- 12-inch Compacted Subgrade

Signing & Striping

- Pavement Striping (Paint Only):
  - 8,670 LF – 6-inch White Stripe
  - 9,520 LF – Yellow Stripe
  - 15 Stop Bars
- Sign Installation:
  - 15 Stop Signs
  - 2 Advisory Speed Signs

- 6 Speed Signs
- 2 Deaf Child Area Signs
- 2 Horizontal Alignment Signs
- 2 Street Name Signs

SCHEDULE NOTES

- Maintenance of Traffic will be maintained throughout the duration of the project.
- Activities may be performed concurrently to maintain the proposed schedule.
- Final striping and signage will be completed following paving operations.
- The schedule is subject to adjustment due to weather conditions, utility coordination, or unforeseen site conditions.

CONSTRUCTION SCHEDULE – 60 CALENDAR DAYS

Project: Town of Dundee
Contractor: EZ Contracting LLC

Activity	Description of Work	Start Day	End Day
General Conditions	Mobilization & Demobilization; Maintenance of Traffic; Survey; As-Builts	Day 1	Day 60
Clearing & Grubbing	Clearing & Grubbing; Silt Fence Installation	Day 1	Day 14
Utility & Site Prep	Relocate No Trespassing Signs; Relocate Power Poles; Adjust Existing Valves; Remove Wood Post; Saw Cutting	Day 1	Day 14
Earthwork	Export Excavation; Finish Grading (ditch, berm, slope); Bahia Sod (as areas are completed)	Day 14	Day 28
Storm Drainage	Install 18" RCP; 18" RCP MES; Rip Rap	Day 14	Day 28
Subgrade & Base	12" Stabilized Subgrade (LBR 40); 10" Crushed Concrete Road Base (LBR 150)	Day 28	Day 45
Bella Vista Connection	Subgrade (LBR 40); Road Base (LBR 100); Asphalt	Day 28	Day 45
Concrete Work	3' Valley Curb; 6" Concrete Driveways w/Fiber (3000 PSI); 12" Compacted Subgrade	Day 35	Day 55
Asphalt Paving	2" SP-9.5 Asphalt (Main Roadway & Bella Vista Connection)	Day 40	Day 55
Signing & Striping	Pavement Markings; Stop Bars; Stop Signs; Speed & Advisory Signs; Street Name Signs	Day 50	Day 60
Final Completion	Final Cleanup; Punch List; Final Inspections; As-Built Completion	Day 55	Day 60

Schedule Notes

- Activities may overlap to maintain the 60-day contract duration.
- Maintenance of Traffic will be maintained throughout construction.
- Sod installation will occur progressively as work areas are completed.
- Final striping and signage will follow completion of paving operations.

MAINTENANCE OF TRAFFIC (MOT) / TEMPORARY TRAFFIC CONTROL (TTC) PLAN

EZ Contracting LLC will provide and maintain a comprehensive **Maintenance of Traffic (MOT) / Temporary Traffic Control (TTC) Plan** for the duration of the project in accordance with **FDOT Design Standards, Index 102-600 series**, the **Manual on Uniform Traffic Control Devices (MUTCD)**, and all applicable Town of Dundee requirements.

General MOT Provisions

- Maintenance of Traffic will be maintained **continuously from Day 1 through Day 60** of construction.
- All traffic control devices shall be installed, maintained, and removed by trained personnel.
- Traffic control measures shall be adjusted as construction phases change to minimize disruption to the public.
- All signage, channelization devices, and pavement markings shall meet FDOT and MUTCD standards.

Traffic Control Setup

- Advance warning signs will be installed prior to work zones, including "Road Work Ahead," "Lane Closed Ahead," and other applicable warning signage.
- Channelizing devices (cones, drums, barricades) will be used to clearly delineate work areas.
- Temporary pavement markings shall be installed as required to guide traffic safely through construction zones.
- Flaggers will be utilized when lane closures or alternating traffic patterns are required.

Lane Closures & Access

- Lane closures will be limited to **one lane at a time**, where feasible, to maintain traffic flow.
- Local access to residences, businesses, and emergency services will be maintained at all times.
- Driveway access will be coordinated with property owners and restored promptly following construction activities.
- Emergency vehicle access will be maintained throughout the project.

Pedestrian & School Safety

- Safe pedestrian access will be maintained where applicable.
- Pedestrian detours will be clearly marked and separated from vehicular traffic.
- Special consideration will be given to school zones, residential areas, and intersections.

Work Hours & Adjustments

- Work will be performed during approved construction hours as authorized by the Town of Dundee.
- MOT setups will be reviewed daily and adjusted for safety and efficiency.
- Temporary traffic control devices will be removed or secured at the end of each workday, as appropriate.

Inspection & Maintenance

- The Contractor will inspect traffic control devices **daily** and after significant weather events.
- Damaged or displaced devices will be corrected immediately.
- MOT deficiencies identified by the Town will be addressed promptly.

Coordination & Compliance

- The Contractor will coordinate all MOT activities with the Town of Dundee and local emergency services.
- All MOT operations shall comply with FDOT, MUTCD, and Town of Dundee requirements.
- Any required MOT plan revisions will be submitted for review and approval prior to implementation.

Conclusion

EZ Contracting LLC is committed to maintaining safe and efficient traffic flow while minimizing inconvenience to the public and ensuring the safety of motorists, pedestrians, and construction personnel throughout the project duration.

THE TOWN OF DUNDEE, FLORIDA

REQUEST FOR PROPOSAL

ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE

RFP NUMBER: 25-05

Proposal Submission(s) are due by January 21, 2026 by 4:00 P.M.

MAIL OR DELIVER SUBMISSION TO:

Town of Dundee Attn: RFP 25-05
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:
Erica Anderson
Town Clerk
Town of Dundee
Eanderson@townofdundee.com
(863) 438-8330, Ext 258

TUCKER Paving INC.
TOTAL SITE • UTILITIES

5658 Lucerne Park Roa
Winter Haven, FL 33881
Phone: 863-299-2262
Fax: 863-294-1007
www.tuckerpaving.com

Tucker Paving, Inc. is a turn-key sitework, paving, and concrete contractor specializing in industrial, commercial, private, and residential sitework. Tucker Paving, in Winter Haven, Florida has been serving the area for over 29 years. We currently hold a State Certified Class "A" General Contractor's License along with a State Certified Underground Utilities License and a Class V State Fire Line License.

- Services Offered:
  - Sitework, underground utilities, base, asphalt, concrete, hauling, and recycled aggregate.
- Employees and Equipment:
  - 410 team members
  - Our experienced in-house personnel self-perform the work, assuring enhanced safety, schedule oversight, and cost control. Our staff includes estimators, project managers, superintendents, operators, pipe, earthwork, asphalt crews, and full time Director of Safety.
  - Equipment fleet comprised of 131 pieces of company owned equipment.
- Bonding Capacity:
  - Ability to bond single projects in excess of $50,000,000 with an aggregate limit of $80,000,000.
- Safety:
  - Experience Modification Rating of **.61** for 03/10/2024 – 02/01/2025.
- Client Base:
  - We work for state and local governments as well as private developers, general contractors, theme parks, and national home builders. Projects range in size from $20,000 -$ 30,000,000.
- Florida Department of Transportation:
  - FDOT prequalified contractor with bid capacity of 202,300,000.

References

Name	Address	Phone Number	Contact	Email
Whitehead Construction	601 6th st sw winter haven fl	863-293-6473	Bari Fulton	Bari@whiteheadconstruction.com
Choate Construction	2907 Providence Rd, Suite 400 Charlotte NC	704-556-0550	Cindy Tomcik	Ctomcik@choateco.com
Polk County Roads & Drainage	3000 Sheffield Rd Winter Haven fl 33880	863-535-2200	Jose Fernandez	josefernandez@polk-county.net

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	**PROJECT:**	**APPLICATION NO:**	**Distribution to:**
		PERIOD TO:	OWNER ☐
		CONTRACT FOR:	ARCHITECT ☐
FROM CONTRACTOR:	**VIA ARCHITECT:**	**CONTRACT DATE:**	CONTRACTOR ☐
		PROJECT NOS: / /	FIELD ☐
			OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Shee

1. **ORIGINAL CONTRACT SUM** .....
2. **NET CHANGE BY CHANGE ORDERS** .
3. **CONTRACT SUM TO DATE** *(Line 1 ± 2)* ...
4. **TOTAL COMPLETED & STORED TO DATE**
5. **RETAINAGE:**
   a. ____% of Completed Work
   (Columns D + E on G703)
   b. ____% of Stored Material
   (Column F on G703)

   Total Retainage *(Lines 5a + 5b, or Total*
6. **TOTAL EARNED LESS RETAINAGE** .....
   (Line 4 minus Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAY**
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** .....
9. **BALANCE TO FINISH, INCLUDING RETAIN**
   (Line 3 minus Line 6) $_____

example invoice

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this month	$	$
TOTAL	$	$
NET CHANGES by Change Order	$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for h previous Certificates for Payment were issued and payments received from the Owner, and urrent payment shown herein is now due.

TRACTOR:

_____ Date: _____

of:

ıty of:

cribed and sworn to before

ıis day of

ry Public:

ommission expires:

CHITECT'S CERTIFICATE FOR PAYMENT

cordance with the Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, rmation and belief the Work has progressed as indicated, the quality of the Work is in rdance with the Contract Documents, and the Contractor is entitled to payment of the OUNT CERTIFIED.

UNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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018711ACD44

AIA® Document G702™ – 1992 Instructions

Application and Certificate for Payment

GENERAL INFORMATION

Purpose and Related Documents. AIA Document G702™–1992, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703™, Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201™, General Conditions of the Contract for Construction.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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COMPLETING G702

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702.

The Architect may certify a different amount than that applied for, pursuant to Sections 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

EXECUTING THE DOCUMENT

Persons executing the document should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the document. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

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010711ACD44

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D+E+F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C – G)*	RETAINAGE *(If variable rate)*
			FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD					
	GRAND TOTAL								

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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10121DACD44

AIA® Document G703™ – 1992 Instructions

Continuation Sheet

GENERAL INFORMATION

Purpose and Related Documents. AIA Document G703™, Continuation Sheet, is to be used in conjunction with AIA Document G702™, Application and Certificate for Payment, or AIA Document G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Documents A201™, General Conditions of the Contract for Construction, and A232™, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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COMPLETING G703–1992

Heading. This information should be completed in a manner consistent with similar information on AIA Document G702, Application and Certificate for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, whichever is applicable.

Columns A, B and C. These columns should be completed by identifying the various portions of the Project and their scheduled values consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required. Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

Column D. Enter in this column the amount of completed Work covered by the previous application (columns D & E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

Column E. Enter here the value of Work completed at the time of this application, including the value of materials incorporated in the project that were listed on the previous application under Materials Presently Stored (column F).

Column F. Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period.)

Column G. Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

Column H. Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

Column I. This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

Change Orders. Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 or G732 form, whichever is applicable.

Construction Change Directives. Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Section 7.3 of AIA Document A201 or Section 7.3 of AIA Document A232.

The following is an example of a Continuation Sheet for work in progress. Please note that dollar amounts shown below are for illustrative purposes only, and are not intended to reflect actual construction costs.

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C − G)	RETAINAGE (If variable rate)
1	MOBILIZATION	5,000	5,000	0	0	5,000	100	0	
2	STUMP REMOVAL	5,000	5,000	0	0	5,000	100	0	
3	EARTH WORK	15,000	10,000	5,000	0	15,000	100	0	
4	LOWER RETAINING WALL	10,000	0	5,000	0	5,000	50	5,000	
5	CURBS & MISC. CONC.	5,000	0	0	0	0	0	5,000	
6	PAVING, UPPER DRIVE	20,000	0	0	0	0	0	20,000	
7	PAVING, LOWER DRIVE	20,000	0	0	0	0	0	20,000	
8	PAVERS	20,000	0	0	10,000	10,000	50	10,000	
9	BRICK WORK	5,000	0	0	0	0	0	5,000	
10									
11	GRAND TOTAL	105,000	20,000	10,000	10,000	40,000		65,000	

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RFP 25-05

FY 2024-2025 – ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE

Sealed Bids marked "SEALED BID – FY 2024-2025 –ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE" will be received by the Town Clerk of the Town of Dundee, Florida, until Friday, December 19, 2025 at 4:00 P.M. at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

In addition to the information, the information and specification(s) required for the Services and this **RFP 25-05** are as follows:

Pursuant to *Section 2-159(2) of the Town of Dundee Code of Ordinances*, the Town of Dundee (the "Town") is seeking *competitive sealed bid(s)* on and/or for **FY 2024-2025 –ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE** (the "Services") in accordance with the requirements and specification set forth herein and as described in the attached *Work Summary* incorporated herein by reference. The Town requires certain items to be included in the *Bid Submission*, as follows:

1.01 – REQUIREMENTS AND SPECIFICATIONS

A. The "FY 2024-2025 ROAD PAVING OF CAMP ENDEAVOR BLVD PROJECT & LINCOLN AVE" includes the furnishing of all labor, materials, equipment and plant supervision necessary for the extension of Camp Endeavor Blvd. Specified below:

As depicted on the plans for Camp Endeavor Blvd & Lincoln Ave improvements prepared by Rayl Engineering dated August 2024, sheets C00.01, C00.02, C00.03, C01.01, C02.01, C02.02, C02.03, C02.04, C02.05, C04.01, C04.02, C04.03, C04.04, C04.05, C04.06, C04.07, C04.08, C04.09, C11.01, C11.02, C11.03, Contractor will be responsible to pull all required permits thought Town, State and County before start of construction.

B. All work is to be completed within 60 business days from Receipt of the Notice to proceed.

C. Work includes, but not limited to: preparation of road Right-of-way including grading

and removal of any foreign or deleterious material from the limits of paving, preparation of subgrade to plan grade and specifications, installation of base material to plan grade and specifications, placement of asphalt surface course to plan grade and specifications, construction of stabilized shoulders, restoration and fine grading of right-of-way outside of paved areas, sodding of all disturbed areas outside the roadway footprint, installation of temporary and permanent traffic striping. Maintenance of Vehicular Traffic (TTC/MOT), maintenance of pedestrian traffic, erosion control and other incidental work necessary to complete the project.

D. The Contractor(s) shall furnish all necessary TTC/MOT plans and obtain approval for the TTC/MOT plans from the Town of Dundee prior to any work.

E. Striping shall consist of double yellow line in centerline with single white lines on shoulder works shall include reflective pavement markers where appropriate.

F. Project to be completed in accordance with the contract documents which includes, but is not limited to, Work summary, terms and conditions.

G. If awarded, the Contract(s) will be awarded based on the lowest responsible/ responsive bid for the project. Past performance on similar contracts will be heavily weighted in determining responsibility of low bidder.

H. Local Traffic shall be able to sue all streets during the reconstruction process. All private entrances shall be passable. The contractor shall schedule his work to minimize hazards and delays and shall take every possible effort to promote safety, signs, barricades and flagmen shall be utilized to protect the traveling public and to prevent damage to their vehicles. The Town shall provide the sign requirements and specifications.

I. The Contractor will not work on or keep any equipment on any private property without the permission **(MUST BE IN WRITING)** of the property owner involved. The Contractor during the construction period may leave their rollers, pavers and other essential equipment on adjacent streets if no private driveways are blocked and all equipment is marked with reflective barricades. The contractor shall be responsible for damage to any private property including trees, curbs, mailboxes, private yards and street signs. The Contractor shall not prime or resurface over any mud. Dirt, paper or rock. All heavy accumulations shall be removed by the contactor at his expense. No asphalt shall be placed in the rain or when the temperature is below 55F.

J. The Contractor shall be responsible for locating and securing required storage and/or staging areas.

K. It shall be the contractors' responsibility to obtain a water meter construction meter for any water that may be needed on this project.

L. All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards.

M. Payments will be on a lump sum basis for the estimated length of street paving.

GENERAL REQUIREMENTS:

The Town is seeking *bid submittals* from vendors that furnish and deliver the Services specified in this **RFP 25-05**.

It is the intent of this **RFP 25-05** to provide for the procurement of one (1) qualified vendor to provide the Services sought herein.

The Town of Dundee Sanitation Department has evaluated and determined that due to the highly specialized nature of the Services being sought herein that the specifications listed herein are best suited for the Town's need for safety, quality, performance, and standardization.

Bid Submittals will be accepted for consideration in accordance with the specifications listed in this **RFP 25-05**. Decisions of equivalency will be at the sole discretion and interpretation of the Town of Dundee Sanitation Department.

A **MANDATORY Site Visit** will be held at the intersection of 4th Street South and Lincoln Avenue, Dundee, Florida on **Wednesday, January 7, 2026 at 10:00 A.M..**

A **MANDATORY Pre-Bid meeting** will be held at Town Hall, 202 East Main Street, Dundee, Florida 33838, on **Wednesday, January 7, 2026 at 9:00 A.M** for the purpose of answering any questions bidders may have in reference to the Services.

NOTE: ANY VENDOR WHO FAILS TO ATTEND A MANDATORY PRE-BID MEETING WILL NOT BE ELIGIBLE TO BID. ALL VENDORS MUST BE PRESENT AND SIGNED IN PRIOR TO THE START OF THE MANDATORY PRE-BID MEETING. ANYONE NOT SIGNED IN AT THE COMMENCEMENT OF THE PRESENTATION FROM THE PROJECT MANAGER WILL NOT BE CONSIDERED PRESENT AND WILL NOT BE ALLOWED TO BID.

On **Thursday, January 22, 2026, at 10:00 A.M.,** at Town Hall, 202 East Main Street, Dundee, Florida 33838, bid submission(s) will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

Questions may be submitted to the Town Clerk until 4:00 P.M., on **Wednesday, January 14, 2026.** For more information regarding this **RFP 25-05**, please contact Erica Anderson, (863) 438- 8330 or by e-mail at Eanderson@townofdundee.com.

Public Records - It is the policy of this state that all state, county, and municipal records are

open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2023). As such, do not submit any document(s) that you do not want to be made public.

Bidders shall submit bids on the Submission and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Erica Anderson, Town Clerk, Town of Dundee, Florida, and marked RFP 25-05 – FY 2024-2025 – ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE.

The Town of Dundee welcomes your response to this **RFP 25-05**. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this **RFP 25-05** at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this **RFP 25-05**. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all proposals received pursuant to this RFP 25-05, re-advertise RFP 25-05, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

EXHIBIT -A-

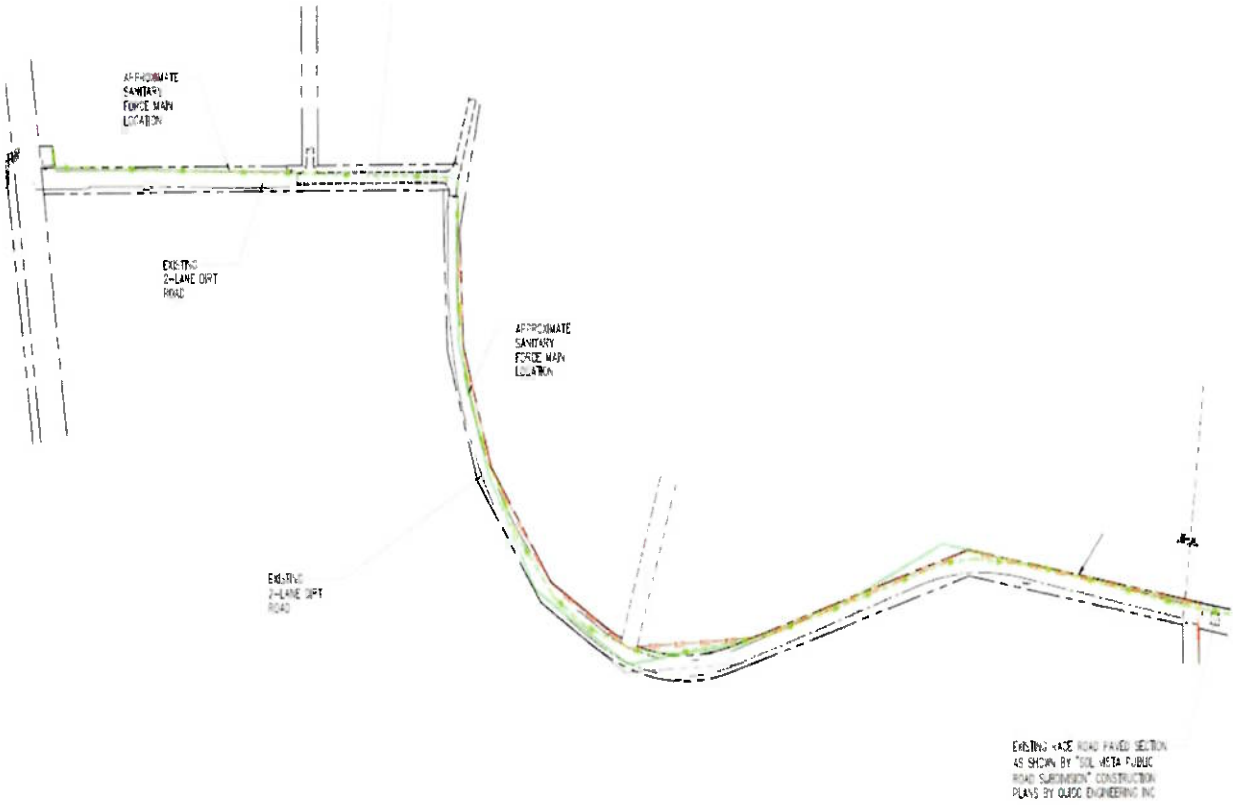

APPROXIMATE
SANITARY
FORCE MAIN
LOCATION
EXISTING
2-LANE DIRT
ROAD
APPROXIMATE
SANITARY
FORCE MAIN
LOCATION
EXISTING
2-LANE DIRT
ROAD

EXHIBIT -B-

PLEASE SEE ATTACHED FILE FOR PROVIDED PROJECT PLANS

WORK SUMMARY

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

PART 2 – PRODUCTS
PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

Pursuant to *Section 2-159(2) of the Town of Dundee Code of Ordinances*, the Town of Dundee (the "Town") is seeking *competitive sealed bid(s)* on and/or for **FY 2024-2025 –ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE** (the "Services") in accordance with the requirements and specification set forth herein and as described in the attached *Work Summary* incorporated herein by reference. The Town requires certain items to be included in the *Bid Submission*, as follows:

1.01 – REQUIREMENTS AND SPECIFICATIONS

A. The **"FY 2024-2025 ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE"** project includes the furnishing of all labor, materials, equipment and plant supervision necessary for the extension of Camp Endeavor Blvd. Specified below:

As depicted on the plans for Camp Endeavor Blvd & Lincoln Ave improvements prepared by Rayl Engineering dated August 2024, sheets C00.01, C00.02, C00.03, C01.01, C02.01, C02.02, C02.03, C02.04, C02.05, C04.01, C04.02, C04.03, C04.04, C04.05, C04.06, C04.07, C04.08, C04.09, C11.01, C11.02, C11.03, Contractor will be responsible to pull all required permits thought Town, State and County before start of construction.

B. All work is to be completed within 60 business days from Receipt of the Notice to proceed.

C. Work includes, but not limited to: preparation of road Right-of-way including grading and removal of any foreign or deleterious material from the limits of paving, preparation of subgrade to plan grade and specifications, installation of base material to plan grade and specifications, placement of asphalt surface course to plan grade and specifications, construction of stabilized shoulders, restoration and fine grading of right-of-way outside of paved areas, sodding of all disturbed areas outside the roadway footprint, installation of temporary and permanent traffic striping. Maintenance of Vehicular Traffic (TTC/MOT), maintenance of pedestrian traffic, erosion control and other incidental work necessary to complete the project.

D. The Contractor(s) shall furnish all necessary TTC/MOT plans and obtain approval for the TTC/MOT plans from the Town of Dundee prior to any work.

E. Striping shall consist of double yellow line in centerline with single white lines on shoulder

works shall include reflective pavement markers where appropriate.

F. Project to be completed in accordance with the contract documents which includes, but is not limited to, Work summary, terms and conditions.

G. If awarded, the Contract(s) will be awarded based on the lowest responsible/ responsive bid for the project. Past performance on similar contracts will be heavily weighted in determining responsibility of low bidder.

H. Local Traffic shall be able to sue all streets during the reconstruction process. All private entrances shall be passable. The contractor shall schedule his work to minimize hazards and delays and shall take every possible effort to promote safety, signs, barricades and flagmen shall be utilized to protect the traveling public and to prevent damage to their vehicles. The Town shall provide the sign requirements and specifications.

I. The Contractor will not work on or keep any equipment on any private property without the permission **(MUST BE IN WRITING)** of the property owner involved. The Contractor during the construction period may leave their rollers, pavers and other essential equipment on adjacent streets if no private driveways are blocked and all equipment is marked with reflective barricades. The contractor shall be responsible for damage to any private property including trees, curbs, mailboxes, private yards and street signs. The Contractor shall not prime or resurface over any mud. Dirt, paper or rock. All heavy accumulations shall be removed by the contactor at his expense. No asphalt shall be placed in the rain or when the temperature is below 55F.

J. The Contractor shall be responsible for locating and securing required storage and/or staging areas.

K. It shall be the contractors' responsibility to obtain a water meter construction meter for any water that may be needed on this project.

L. All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards.

M. Payments will be on a lump sum basis for the estimated length of street paving.

N. FINAL CLEANING

- Execute final cleaning prior to final inspection
- Clean surfaces exposed to view, remove stains and foreign substances
- Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces
- Remove waste and surplus materials, rubbish and construction facilities from the site.

O. EXPERIENCE AND HISTORY

- Include an introduction that clearly demonstrates a comprehensive understanding of the Proposer of the objective and scope of this RFP.
- Provide a description and history of the firm focusing on experience.
- State the number of years the company has been in business.
- Demonstrate the firm's current capacity and current expertise with commercial solid waste collection. Bidders must have a minimum of three (3) years' experience in commercial solid waste collection. Evidence in form and substance satisfactory to the Town that the business has operated as a going concern in refuse collection and disposal must be included with the bid.
- Provide at least three (3) references for which your company has provided **Road paving services**, including contact names, addresses, telephone numbers, and e-mail addresses. References may or may not be contacted during the bid process.

P. RESPONSIVENESS TO RFP

- Proposers shall provide a narrative statement that illustrates their understanding of the requirements of the project.
- Proposals shall include the complete name and address of their firm and the name, mailing address, email address, and telephone number of the person the Town should contact regarding the proposal.
- The proposers shall confirm that the firm will comply with all the provisions in this RFP and that the firm is not currently involved in official reorganization or bankruptcy proceedings. The Proposer must be authorized or have the ability to transact business in the State of Florida. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.
- Proposers shall provide a sample invoice with their bid.

PART 2 – PRODUCTS

All products and materials shall meet or exceed all specifications set forth by this **RFP 25-05**, as described in either graphical or in written form, and/or as required in writing by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT

3.1 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.

B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

3.2 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.3 WARRANTIES

A. All work, materials, and workmanship shall be warranted for a minimum of one calendar year from the date of acceptance by the Town of Dundee.

BID SUBMISSION FORM

FY 2024-2025 – ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE.

RETURN DATE: _____

RETURN TO: Office of the Town Clerk
Attn: RFP 25-05
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1.				
2.				
3.				
4.				
5.				
6.				
7				
8.				
			TOTAL ($)	

SEE ATTACHED

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: Tucker Paving Inc

Company Address: 5658 LUCERNE PARK RD

Company City: Winter Haven State: fl Zip: 33881

Company Phone Number: 863-299-2262 Fax Number: _____

Authorized Representative: LARRY TUCKER III

Signature: _____ Date: 01/20/2026

Print Name: LARRY TUCKER III Phone Number: 8632992262

Title: PRESIDENT

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

Company Name Tucker Paving Inc

Signature _____ Date: 01/20/2026

Printed Name LARRY TUCKER III

Title President

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20 DAY OF January, 20 26

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

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: Marissa Morgan

Notary Public State of Florida
Marissa Morgan
My Commission HH 424853
Expires 7/24/2027

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NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I LARRY TUCKER III **("Affiant"), being first duly sworn, deposes and says that:**

(1) Affiant is President (insert job title) of TUCKER PAVING INC (insert name of company) the bidder that submitted the attached bid;

(2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20 DAY OF January, 20 26

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

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: Marissa Morgan

Notary Public State of Florida
Marissa Morgan
My Commission HH 424853
Expires 7/24/2027

CERTIFICATION OF DRUG-FREE WORKPLACE

I LARRY TUCKER III ("Undersigned"), certify that:

(1) Undersigned is President (insert job title) and duly authorized to act on behalf of the Vendor Tucker Paving Inc that submitted the attached bid.

(2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.

(3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

(4) In order to have a drug-free workplace program, a business shall:

(a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

(d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Vendor, Tucker Paving Inc _____, acknowledges, understands, and complies fully with the above requirements.

DATE: 01/20/2026 NAME OF ENTITY: TUCKER PAVING INC

PHONE/FAX: 863-299-2262

ADDRESS: 5658 LUCERNE PARK RD WINTER HAVEN FL 33881

SIGNATURE: 

PRINT NAME: LARRY TUCKER III

SALES TAX SAVINGS FORM

CONTRACT NUMBER: 863-299-2262

NAME OF PROJECT: Road paving of Camp Endeavor blvd & Lincoln Ave

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount
RCP	$35,549.68	$2,325.68	$33,224.0

(1) This is the amount to be deducted from contract by change order.

(2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.

(3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.

HUMAN TRAFFICKING AFFIDAVIT

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officers or representatives of the VENDOR, we certify that the VENDOR identified herein does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

[Name of Vendor]: TUCKER PAVING INC

Executed this 20 day of Jan, 2025. 2026

By: _____
Name: LARRY TUCKER III
Title: President

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 20 day of Jan, 2025 2026 by Larry Tucker III, as President of Tucker Paving Inc., ☐ who is personally known to me, or ☐ produced _____ as identification.

_____
Notary Public Signature
Print Notary Name: Marissa Morgan
My commission expires: 7/24/27

[AFFIX NOTARY SEAL]

Notary Public State of Florida
Marissa Morgan
My Commission HH 424853
Expires 7/24/2027

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TOWN OF DUNDEE – GENERAL PROVISION CLAUSE(S) TERMS AND CONDITIONS

1) GENERAL CONDITIONS AND STATE LAW COMPLIANCE:

I. General Conditions:

a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.

b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.

c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.

d) Notwithstanding anything in this Request for Proposal – **FY 2024-2025 – ROAD PAVING OF CAMP ENDEAVOR BLVD & LINCOLN AVE** (the "RFP") to the contrary, the obligation of the Town of Dundee (the "Town") to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.

e) **PUBLIC RECORDS:**

The Town and Vendor (as defined in Section 2) agree that the Vendor shall comply with Florida's public records laws to specifically include the following:

Public Records. Vendor/Bidder/Contractor agrees to:

i) Keep and maintain public records required by the public agency to perform the service.

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

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

iv) Upon completion of the Contract (as defined in Section 2) and/or any amendment(s) issued hereunder, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract and/or any amendment(s) issued hereunder, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract and/or any amendment(s) issued hereunder, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

f) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, eanderson@townofdundee.com, Erica Anderson, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

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

g) It shall be understood and agreed that by the submission of a bid, the Vendor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Vendor is not the patentee, assignee, licensee, or lawfully entitled to sell same.

h) It is the intent of the Town that this RFP promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFP to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.

i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.

j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.

k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents ($1,000,000.00).

II. State Law Compliance:

a) ***Scrutinized Companies***. Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By entering into the CONTRACT, VENDOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. VENDOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this **RFP 25-05** and/or the CONTRACT at the TOWN's option if the VENDOR is found to have submitted a false certification.

b) ***Public Entity Crimes; Convicted Vendor List***. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a VENDOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with

any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By Entering into the CONTRACT, VENDOR certifies that it is not on the convicted vendor list.

c) ***Drug-Free Workplace***. By entering into the CONTRACT, VENDOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

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

e) ***No Consideration of Social, Political, and Ideological Interests***. VENDOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective VENDOR based on the prospective VENDOR's social, political or ideological interests or requesting documentation from, or considering, a prospective VENDOR's social, political, or ideological interests when determining if the prospective VENDOR is a responsible vendor. VENDOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the VENDOR's social, political, or ideological interests in the award of this **RFP 25-05** and/or the CONTRACT.

f) ***Contracting with Foreign Entities***. By entering into the CONTRACT, VENDOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, VENDOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in VENDOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the VENDOR organized under the laws of a Foreign Country of Concern, nor does the VENDOR have its principal place of business located in a Foreign Country of Concern. If this **RFP 25-05** and/or the CONTRACT permits the VENDOR to access the personal identifying information of any individual, VENDOR

agrees to notify the TOWN in advance of any contemplated transaction that would cause VENDOR to be disqualified from such access under Section 287.138 of the Florida Statutes. VENDOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the VENDOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

g) ***Human Trafficking Affidavit.*** VENDOR shall be required to execute the *Human Trafficking Affidavit* attached to the **RFP 25-05** Work Summary hereto as simultaneously with and prior to providing the services hereunder.

2) DEFINITIONS

Words used in the RFP and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

a) ***APPLICABLE LAW***: Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.

b) ***BUSINESS DAYS***: Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.

c) ***CALENDAR DAYS***: Any and all days in a 365-day calendar year.

d) ***CHANGES***: The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the VENDOR, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.

e) ***DAYS***: A calendar day unless specifically stated otherwise.

f) ***TOWN***: The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform

municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

g) ***CONTRACT***: The agreement entered into and executed by the Town and VENDOR and includes, but shall not be limited to, the Contract Documents.

h) ***VENDOR***: The successful bidder who enters into the Contract with the Town to complete the project set forth in the **RFP 25-05**.

i) ***DEFAULT***: Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the VENDOR's right to proceed with the order/work by giving the VENDOR written notice. The defaulting VENDOR may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.

j) ***CONTRACT DOCUMENTS***: The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.

k) ***INDEMNIFY / INDEMNIFICATION***: VENDOR shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the VENDOR performance of this Contract. Other specific references to the VENDOR duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this VENDOR indemnity is required.

l) ***INSPECTION***: The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.

m) ***INSURANCE***: As specified in the Contract Documents.

n) ***LIMITATION ON MUNICIPAL INDEMNITY***: To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:

i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.

ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.

o) ***STATEMENT OF ASSURANCE***: No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:

i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and

ii) will submit such reports as the Town may thereafter require to assure compliance.

p) ***SUB-CONTRACTOR***: An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the VENDOR to do a portion of the work on and/or for the project.

q) ***TITLE***: The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or VENDOR until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or VENDOR.

r) ***WARRANTY***: The VENDOR shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The VENDOR shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the VENDOR shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the VENDOR that this provision exists.**

s) ***VENUE***: Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

3) INTERPRETATIONS OR ADDENDA:

a) No oral interpretation will be made to any VENDOR as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a VENDOR will be in the form of an Addendum to the Contract Documents ("Addenda"), and when issued by the Town, will be on file and available to the public upon request at the Town.

b) The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the VENDOR responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The VENDOR may offer any brand for which they are an authorized representative, which meets or exceeds the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The VENDOR shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The VENDOR shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.

b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the RFP.**

5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the VENDOR expense. Each individual sample must be labeled with the VENDOR name, manufacturer's name brand name and number, bid number and item reference. If forwarding instructions, payment for postage, and/or pick-up, is not made by the VENDOR within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

6) PROTEST PROCEDURES:

The Town encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely and equitable manner, without fear of retribution on the part of a vendor or person, the following shall apply:

a) All formal responses to the RFP shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**

b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFP may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.

c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.

d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents ($1,000.00) in the form of a cashier's check payable to the Town shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Town shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the Town will refund the Bond other than a finding in favor of the protestor.

If during tolled action, the Town Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the Town of Dundee) is necessary, action may be taken to secure the goods or services.

e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town

Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

The formal written protest shall contain the following:

i) Town bid number and/or title (if applicable);
ii) Name and/or address of the Town department, division or agency affected;
iii) The name and address of the affected party;
iv) The title and position of the person submitting the protest;
v) A statement of disputed issues of material fact;
vi) If there are no disputed material facts, the written letter must so indicate;
vii) Concise statement of the facts alleged;
viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
ix) Statement identifying with specificity the relief which an entitlement is alleged; and
x) Such other information as the affected party deems to be material to the issue.

f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

The Town Manager shall present the background for the protest to the Bid Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.

The agenda for the bid protest meeting will be:

i) The background as to why the recommendation for award was made or why the vendor was not selected.
ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.

iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.

g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.

h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**

i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

7) **PROPOSALS/SUBMITTALS:**

a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.

b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.

c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).

d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.

f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.

g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.

h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

8) PRICES, TERMS, AND PAYMENT:

a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.

b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.

c) **Discounts:** VENDOR may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

9) SUBMITTING A "NO BID" OR A "NO CHARGE":

Any bidder intending to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then items must be marked as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.

b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

c) The Town reserves the right to contact a bidder, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

11) SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to, the Occupational Safety and Health Act and regulations or standards thereunder.

12) INVOICING AND PAYMENT:

The VENDOR shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

13) WITHDRAWAL OF PROPOSALS:

A bid proposal may be withdrawn prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the RFP, prior to the time fixed for the bid opening. A proposal may also be withdrawn if the Town does not accept it within ninety (90) calendar days after the date fixed for the bid opening. Notwithstanding any withdrawal, all bid documents received by the Town in response to the RFP shall remain the property of the Town.

14) NONCOLLUSION AGREEMENT:

Any bidder submitting a bid for the RFP shall execute and submit with its bid a non-collusion affidavit (see attachments) which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted in response to the RFP.

15) REJECTION OF BIDS:

The Town may reject a bid if:

a) The bidder misstates or conceals any material fact in the bid;

b) The bid does not strictly conform to the law or the requirements which includes, but is not limited to, the terms and conditions set forth in the RFP; or

c) A bid is submitted in bad faith and/or in a manner intended to undermine the competitive sealed bid selection process.

The Town Manager and/or the Town Commission shall have the right to act in the best interests of the Town and reject any and all bids and request the entire transaction be rebid. The Town may also waive any minor informalities, irregularities, or technicalities in any bid.

16) STATEMENT OF QUALIFICATIONS:

Each bidder shall, upon request of the Town, submit a statement of qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Contract Documents, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the ability and solvency to perform work contemplated by the Contract Documents.

The bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract Documents; and the bidder shall furnish the Town all such information and data for this purpose as it may request.

The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the bidder is qualified to carry out properly the terms of the Contract Documents.

17) AWARD OF CONTRACT:

a) The Town reserves the right to award contract(s) to more than one VENDOR, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.

b) The VENDOR may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited.

VENDOR is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **VENDOR shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.**

c) A written award of acceptance mailed or otherwise furnished to the VENDOR results in a binding contract without further action by either party.

d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:

i) Evaluations and quality of performance on previous projects;
ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
iii) Ability to fulfill the contract within the time specified, without delay;
iv) Character, integrity, reputation, judgment, experience and efficiency;
v) Previous compliance with laws and ordinances relating to the contract;
vi) Sufficiency of the financial resources to fulfill the contract;
vii) Quality, availability and adaptability of the supplies or contractual services;
viii) Ability to provide future maintenance and service, as required or needed; and
ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

The Town encourages and agrees to the VENDOR extending the pricing, terms, and conditions of this RFP and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the VENDOR.

19) PERFORMANCE:

a) VENDOR shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The VENDOR's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the VENDOR's right to proceed with the Contract. In the event the Town terminates the VENDOR's right to proceed, the Town shall provide the VENDOR with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting VENDOR.

b) The Contract shall not be terminated, or the VENDOR charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the VENDOR including, but not

limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the VENDOR has no direct connections), and unusually severe weather. The VENDOR shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the failure of VENDOR to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the VENDOR has no control, said delay in performance may be excused.

c) The VENDOR shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of' said contingent work as an excuse for delay in its work or for the non- performance thereof.

20) SERVICE AND WARRANTY:

Unless otherwise specified, the VENDOR shall define any warranty service and replacements that will be provided during and subsequent to this Contract. VENDOR shall explain on an attached sheet to what extent warranty and service facilities are provided.

21) GOVERNMENTAL RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the VENDOR to notify the Town immediately after learning of such restriction including, but not limited to, indicating in writing the specific regulation which required an alteration. The Town reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

22) PRICE AND ADJUSTMENTS:

Any price decrease effectuated during the term of the Contract and/or any time specified for performance therein, either by reason of market change or on the part of the VENDOR to other customers, shall be passed on to the Town.

23) EQUAL EMPLOYMENT OPPORTUNITY:

No bids submitted shall be considered unless the bidder(s) warrants that upon execution of a Contract with the Town, it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the Town may thereafter require to assure compliance.

24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.

b) The MSDS shall be maintained by the Town and must include the following information:

i) The Division/Department to which the material was shipped.

ii) The chemical name and the common name of the toxic substance.

iii) The hazards or other risks in the use of the toxic substance, including:

(1) The potential for fire, explosion, corrosivity, and reactivity;

(2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and

(3) The primary routes of entry and symptoms of overexposure.

iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

v) The emergency procedures for spills, fire, disposal, and first aid.

vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.

vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25) TIE BIDS:

The Town Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Town Manager to comply with all of

the Source Selection provisions of Town of Dundee Ordinance No. 14-17 (*codified in Sec. 2-159*) and the Code of Ordinances of the Town of Dundee:

a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.

b) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.

c) Availability or completion period.

d) Previous vendor record on similar projects or requirements.

e) Business location closest to the Town.

26) NOTICE:

a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million ($1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

c) Any contract for goods and/or services in and amount of $1,000,000.00 or more will be subject to termination by the Town if the VENDOR is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

27) UNAUTHORIZED ALIEN(S):

a) The VENDOR agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFIATION IMMIGRATION LAWS".

b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

c) If your company wishes to avail themselves of this program, you can register online for E-Verify at **https://www.vis-dhs.com/**EmployerRegistration, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit **www.dhs.gov** le-verify or contact USCIS at **1-888-464- 4218.**

CONSTRUCTION AND OTHER CLAUSES

(as applicable)

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the VENDOR or by any Subcontractor engaged to do a portion of the work. The VENDOR shall supply each of its Subcontractors with a copy of all of the Contract Documents.

28) ERRORS:

If the VENDOR discovers any error, omission, or vagueness in the Contract Documents, the VENDOR shall report this discovery to the Town immediately upon learning of same. Work done after such a discovery and before the Town corrects the error, omission, or vagueness shall be at the VENDOR's risk.

29) UNIT PRICES:

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not

conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

This procedure will be in accordance with Florida Administrative Code, Public Works Contracts, and Section 212.08(6) of the Florida Statutes.

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies. When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) BID PRICES.

The bid shall include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

b) ORDERING.

i) The Town may exercise its right to direct purchase any component of the bid, at the VENDOR's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the VENDOR used to submit their bid to the Town and therefore made a part of the Contract. The VENDOR shall fully cooperate with the Town, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.

ii) Following receipt of a sales tax savings form from the VENDOR, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the VENDOR, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.

iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

c) EXPEDITING.

The VENDOR shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

d) RECEIPT.

The VENDOR shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the performance of the Contract. The VENDOR and Subcontractors shall be responsible for the safe care, custody, and control of all materials.

i) BILLINGS/PAYMENTS.

i) All ODP's shall be billed to the Town in care of the VENDOR.

ii) The VENDOR shall check all invoices for accuracy and completeness when received. The VENDOR shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.

iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms. **All discounts shall accrue to the Town.**

iv) The VENDOR shall prepare a direct purchase report for the Town upon submittal of each pay request.

j) OTHER CONSIDERATIONS.

i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.

ii) The VENDOR shall assume the risk of damage or loss at the time of the purchase.

iii) The selection of ODP for any item(s) contained within the bid does not relieve the VENDOR from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.

iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.

v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's VENDOR to certify that the tangible

personal property purchased from that vendor will go into or become a part of a public works.

31) INSPECTION:

a) For the Town, the VENDOR shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.

b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the VENDOR in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.

i) The examination and/or assistance by the Town shall not relieve the VENDOR of the VENDOR's responsibility of any actions it may take or neglect by VENDOR or its Subcontractors in performing the work.

ii) The Town shall not be responsible for VENDOR's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for VENDOR's failure to perform the work in accordance with the Contract Documents.

iii) The Town shall not be responsible for the acts or omissions of VENDOR or any Subcontractors, or any of VENDOR's agents or employees.

iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to VENDOR, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.

c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.

d) If the Town finds any materials or work faulty, it shall so inform the VENDOR; the VENDOR shall replace, at its expense, and as soon as possible, said faulty materials or work. If the VENDOR does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the VENDOR.

e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.

f) The Town may order the VENDOR to uncover work which has been covered without the consent of the Town. The VENDOR shall bear the expense of the extra work. The Town may order the VENDOR to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the VENDOR may charge the Town for this extra work; if the questioned work is found faulty, the VENDOR shall bear the expense of the extra work.

32) SUPERVISION:

The VENDOR shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The VENDOR may change project superintendents only if the change is approved by the Town or if the VENDOR discharges the project superintendent. If the VENDOR is not present, the Town shall be permitted to consider the project superintendent the VENDOR's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the VENDOR.

33) ACCIDENT PREVENTION:

a) No laborer or mechanic employed in the performance of the Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

b) The VENDOR shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of VENDOR's prosecution of the work. Machinery, equipment, and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.

c) The VENDOR shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The VENDOR shall promptly furnish the Town with these reports.

34) CLAIMS FOR ADDITIONAL PAY:

If the Town issues written instructions which the VENDOR believes will involve additional work and cost, the VENDOR may assert a claim for extra cost only if it gives written notice to the Town Manager or his/her designee immediately after it receives the instructions and before it complies with those instructions. **The VENDOR may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the Town is necessary to meet an emergency which endangers life or property.**

If the VENDOR asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town

from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the VENDOR, or a price based on the VENDOR's cost for labor, materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

35) FITTING AND COORDINATION OF THE WORK:

The VENDOR shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged in the performance of the Contract. The VENDOR shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

36) SUB-CONTRACTING:

Nothing in the Contract Documents shall be construed to create a contractual relationship between the Town and a Subcontractor doing a portion of the work on this project, nor shall it create any obligation on the part of the Town to pay or see to the payment of any moneys due any Subcontractor. The Town shall hold the VENDOR responsible for the work done by any of its Subcontractors. For any portion of the work to be sub-contracted, a list of the Subcontractors shall be furnished to the Town Manager prior to the commencing of this project(s).

37) MUTUAL RESPONSIBILITY OF VENDORS:

If, through acts or neglect on the part of the VENDOR, any other VENDOR or any subcontractor shall suffer loss or damage in the performance of the Contract, the VENDOR shall settle with such other, VENDOR or subcontractor by agreement or arbitration, if such other VENDOR or subcontractor will so settle. If such other VENDOR or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify the VENDOR, who shall defend at VENDOR's own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the VENDOR shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

38) LINES AND GRADES:

The Town shall establish a base line and a benchmark at each location of any separate portion of this project. The VENDOR shall reference all base lines, benchmarks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The VENDOR shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

39) ASSIGNMENT OR NOVATION:

The VENDOR shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the express written consent of the Town; provided however, that assignments to banks, trust companies and/or

other financial institutions of payments due to VENDOR may be made without the consent of the Town.

40) OTHER CONTRACTS:

The Town may award, or may have awarded other contracts for additional work, and the VENDOR shall cooperate fully with such other VENDORs, by scheduling its own work with that to be performed under other contracts as may be directed by the Town or Town Manager. The VENDOR shall not commit or permit any act which will interfere with the performance of work by any other VENDOR as scheduled, on this project or any other project.

41) PATENT INFRINGEMENT:

The VENDOR shall indemnify the Town, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

42) SHOP DRAWINGS:

Where a portion of this project requires the use of shop drawings, the VENDOR shall submit four (4) copies of these drawings and a schedule of the required work to the Town. The Town shall review these drawings promptly and note any corrections required to-meet the intent of the plans and specifications. The VENDOR shall make the noted revisions and submit four (4) copies of the revised drawings to the Town. The Town's approval of the shop drawings shall not relieve the VENDOR of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

43) PLANS AND SPECIFICATIONS:

a) The Town shall furnish the VENDOR one (1) set of the plans and specifications when the Town notifies the VENDOR to begin work. The VENDOR shall keep this set available at the project site at all times. If the VENDOR wants more than one (1) set of plans and specifications, the VENDOR may obtain these if it pays the cost of reproduction.

b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the VENDOR, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the VENDOR to return all copies of the plans and specifications when the work is completed. The VENDOR shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

44) SUB-SURFACE DATA:

The Town does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the VENDOR shall, with its own resources, verify

ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

45) FACILITIES, MATERIALS, AND EMPLOYEES:

a) Unless it is otherwise stipulated in the Contract Documents, the VENDOR shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.

b) The VENDOR shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town's applicable specifications.

c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.

d) The VENDOR shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.

e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.

g) The VENDOR shall use only employees with skills at least equal to the requirements of their work assignment on this project.

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the VENDOR's expense by independent laboratories and agencies approved by the Town.

b) The VENDOR shall instruct any laboratory or agency making, required tests to furnish the Town with a copy of the report made on each test and inspection.

47) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:

The VENDOR shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The VENDOR shall protect and save from damage all public and private property adjacent to the project site. The VENDOR shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the VENDOR under this provision.

48) PROTECTION OF MONUMENTS:

The VENDOR shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and benchmarks. If the work demands the temporary removal of such a monument, point, or benchmark, the VENDOR shall notify the Town who shall reference the monument, point, or benchmark and reset it without cost to the VENDOR. If the VENDOR damages, moves, or destroys a monument, point, or benchmark, the Town may restore such by a registered surveyor at the VENDOR's expense and withhold the cost from money otherwise due the VENDOR from the Town.

49) USE OF PREMISES:

The VENDOR shall confine its equipment, storage or materials, and construction operations to the limits set forth in the Contract Documents and as prescribed by ordinances or permits, or as determined by the Town, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

50) WORK PROGRESS:

a) If the VENDOR fails to proceed with the diligence required to complete the project within the time set forth in the Contract or within an extension of that time which the Town may grant, the Town may terminate the VENDOR's right to proceed with the work by providing written notice to the VENDOR.

b) If the Town terminates the VENDOR's right to proceed, the Town may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the VENDOR and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of the Contract by VENDOR shall constitute an acknowledgment of the surety's consent to this provision.

c) If the Town does not terminate the VENDOR's rights to proceed, the VENDOR shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the VENDOR and

its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

a) All requests for interpretation shall be in writing and submitted to the Town Manager. Whenever a written request for interpretation(s) of the Contract Documents is properly submitted, the request(s) shall be answered by way of Addenda. All Addenda will be sent to each party holding Contract Documents. The Town shall not be responsible for the safe delivery of the Addenda.

It shall be the responsibility of the party to make inquiry as to the issuance of any Addenda to the Contract. All Addenda shall become part of the Contract Documents and all parties shall be bound by such Addenda, whether received or not.

b) It shall be the responsibility of the VENDOR to make timely requests of the Town for any additional information not already in its possession which should be furnished by the Town under the terms of the Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various times and the latest date by which each will be required by the VENDOR. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The VENDOR shall, if requested, furnish promptly any assistance and information the Town may require in responding to these requests of the VENDOR. The VENDOR shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

52) DISPUTES:

a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the VENDOR to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the VENDOR shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the VENDOR.

b) The VENDOR shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the

VENDOR by registered or certified mail, return receipt requested, directed to the VENDOR's last known address.

c) If the VENDOR does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

53) VENDOR INSURANCE:

For contracts not exceeding $500,000.00 dollars the following insurance requirements shall be met:

i) The VENDOR shall, at its own expense, procure and maintain, with insurers acceptable to the Town (the "Owner"), the types and amounts of insurance conforming to the minimum requirements set forth herein. The VENDOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, the VENDOR shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form, or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the VENDOR shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Worker's Compensation Insurance:

(a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

(i) Part One: "Statutory"

(ii)	Part Two:	$500,000.00	Each Accident
		$500,000.00	Disease-Policy Limit
		$500,000.00	Disease-Each Employee

(b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

(2) General Liability Insurance:

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:

(i) Mold, Fungus or Bacteria
(ii) Terrorism
(iii) Sexual Molestation

(b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

(i) Architects and Engineers Professional Liability
(ii) Exterior Insulation and Finish Systems (EIFS)

(c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

(i) $1,000,000.00	General Aggregate
(ii) $1,000,000.00	Products/Completed Operations Aggregate
(iii)$1,000,000.00	Personal and Advertising Injury
(iv) $1,000,000.00	Each Occurrence

(3) Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements,

including coverage for liability contractually assumed, and shall cover all owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

(i) $1,000,000.00 Each Occurrence – BI/PD Combined

(4) Property Insurance:

(a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the VENDOR shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment1. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be $500 per occurrence.

(b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (I 00 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

(c) The insurance provided by the VENDOR and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the VENDOR and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the VENDOR shall

apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the VENDOR to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The VENDOR shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.

ii) The insurance provided by the VENDOR shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.

iii) Compliance with these insurance requirements shall not limit the liability of the VENDOR or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the VENDOR and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the VENDOR) available to the Owner under the Contract or otherwise.

iv) Neither approval nor failure to disapprove insurance furnished by the VENDOR shall relieve the VENDOR from responsibility to provide insurance as required by the Contract and the Contract Documents.

54) INDEMNIFICATION:

a) The VENDOR shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the VENDOR including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or organization directly or indirectly employed and/or utilized by the VENDOR to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:

i) Any omission, default, or negligent act of the VENDOR including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);

ii) Any and all bodily injuries, sickness, disease or death;

iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;

iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or

v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the VENDOR including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees and/or persons and/or entities under VENDOR's direction and/or control.

vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or any of the VENDOR's subcontractors, sub-subcontractors, sub-consultants, sub- sub-consultants, materialmen, or agents of any tier or their respective employees.

b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.

c) This contractual indemnity shall survive the termination of this Contract.

d) VENDOR shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of VENDOR (specifically including, but not limited to, VENDOR's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or VENDOR's performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. VENDOR also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by

VENDOR from the Town that such amount is due, be made by VENDOR prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the VENDOR shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.

f) Additionally, if VENDOR, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, VENDOR shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from VENDOR.

g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor

h) The VENDOR shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by VENDOR for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, VENDOR shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.

i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the VENDOR.

j) The VENDOR and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the VENDOR or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the VENDOR or subcontractor or sub- subcontractor agree to notify the insurer and request the policy be endorsed with a "waiver of transfer of rights against others" or its equivalent. This "waiver of subrogation" requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the VENDOR or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.

k) Acceptance by the VENDOR of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything

done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.

l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

55) BID BOND:

a) In cases where the bid price exceeds $30,000.00, each bid must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, as guarantee that the VENDOR will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) calendar days after receipt of written notice of award, enter into the Contract with the Town in accordance with the Contract Documents. **Should the VENDOR fail to enter into a contract, the bid bond shall be forfeited as liquidated damages**.

b) **No proposal or bid shall be considered unless accompanied by a bid bond in the amount and form specified.**

56) PERFORMANCE AND PAYMENT BOND:

a) In cases where the bid price exceeds $30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The VENDOR shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).

b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(l)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

57) BONDING COMPANY QUALIFICATIONS:

a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:

i) Minimum rating of "A-" or better;

ii) Financial Size Category of "VII" according to the A.M. Best Company; and

iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.

b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.

c) **Awards of $500,000 or less**: Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.

d) **Power of Attorney**: An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.

e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

58) PAYMENT:

The Contract Documents shall set forth the terms and condition(s) relating to the contract price, payment(s), timing of payment(s), progress payment(s), and final payment. The Contract Documents shall be negotiated, approved, and executed by the Town and VENDOR no later than 30 calendar days following the date on which the Town awards the contract and/or project.

59) LIENS:

No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

60) GUARANTEE:

a) The VENDOR shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its

entirety. The VENDOR shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.

b) Neither the final payment nor any provision in the Contract Documents shall relieve the VENDOR of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the VENDOR shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.

c) A notice of defect(s) will be issued by the Town. Upon receipt by the VENDOR of such written notice, the VENDOR shall immediately investigate any and all claimed defects. Should the VENDOR feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.

d) Defects shall be remedied by the VENDOR within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the VENDOR shall notify the Town, in writing, of correction in defects. The VENDOR shall transmit to the Town a copy of each certified statement as required below.

e) Each Subcontractor shall transmit to the VENDOR, in duplicate, on its business letterhead, addressed to both the VENDOR and Town, a certified statement as to:

   i) The work performed and/or materials supplied; and

   ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

61) THE CONSTRUCTION AGREEMENT:

a) The Town will require the VENDOR to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and VENDOR.

b) The contract between the Town and VENDOR shall be negotiated, approved, and executed by the Town and VENDOR no later than 30 calendar days following the date on which the Town awards the contract and/or project to the VENDOR.

c) The VENDOR cannot claim modification of the Contract because of any representation made by an employee of the Town or any other person.

d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the Town may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the RFP and re-advertise the RFP.

62) CONSTRUCTION SCHEDULE:

a) The VENDOR shall submit to the Town for review and approval, a construction schedule at least five (5) business days before the start of project.

b) The VENDOR shall complete the work, phase(s), and/or part(s) of the project in the order set forth in the approved construction schedule.

c) The VENDOR's receipt of an approved construction schedule does not authorize the VENDOR to begin work on the project.

d) The Town's issuance of a Notice to Proceed authorizes the VENDOR to commence work on the project.

63) FINAL INSPECTION:

a) When the work on this project(s) is substantially completed, the VENDOR shall notify the Town, in writing, at least three (3) business days before the inspection date that the work will be ready for final inspection on a definite date. The VENDOR shall expressly provide the date for final inspection.

b) Prior to the final inspection, the VENDOR shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during the performance of the project. The VENDOR's duty to clear the project site prior to final inspection does not relieve the VENDOR of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the Contract.

64) CONSTRUCTION AND CONSULTING EVALUATION:

a) The award of contracts by the Town for construction and/or consulting service(s) is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of Section 287.055 of the Florida Statutes (Consultants Competitive Negotiation Act) for applicable consulting services. In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town or other entity

b) A Construction and Consulting Evaluation Form shall be completed by the department head or Town Manager for the project. The form shall be completed upon the completion of the project and submitted to the Office of the Town Clerk for retention.

c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

TUCKER Paving INC
TOTAL SITE • UTILITIES

5658 Lucerne Park Road
Winter Haven, FL 33881
Phone: 863-299-2262
Fax: 863-294-1007
www.tuckerpaving.com

To:	The Town Of Dundee	**Contact:**	Erica Anderson
Address:	202 East Main Street, PO Box 1000	**Phone:**	(863) 438-8330
	Dundee, FL 33838	**Fax:**	(863) 438-8338
Project Name:	Road Paving Of Camp Endeavor Blvd. & Lincoln Ave.	**Bid Number:**	26-0035
Project Location:		**Bid Date:**	1/21/2026
Addendum #:	Rev 3		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
104-12	SEDIMENT BARRIER	9,550.00	LF	$1.00	$9,550.00
120-1	REGULAR EXCAVATION	9,080.00	CY	$2.00	$18,160.00
120-6	EMBANKMENT	638.00	CY	$24.00	$15,312.00
104-12	OPTIONAL BASE (BASE GROUP 09) (LIMEROCK, LBR 100) (10")	15,726.00	SY	$28.00	$440,328.00
334-1-13	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (9.5)	1,809.00	TON	$164.00	$296,676.00
430-17	PIPE CULVERT (RCP) (ROUND) (18")	616.00	LF	$72.00	$44,352.00
430-982-125	MITERED END SECTION (CROSS DRAIN) (ROUND) (18")	16.00	EACH	$1,721.00	$27,536.00
530-3-004	RIPRAP - RUBBLE (DITCH LINING) (FURNISH AND INSTALL)	60.00	TON	$90.00	$5,400.00
570-1-2	PERFORMANCE TURF (SOD) (BAHIA)	17,215.00	SY	$4.00	$68,860.00
700-1-50	SINGLE POST SIGN (RELOCATE)	5.00	EACH	$201.00	$1,005.00
261	NUCLEAR DENSITY TEST	1.00	EACH	$23.00	$23.00
262	PROCTOR T-180 or T-99	1.00	EACH	$86.00	$86.00
101-1	MOBILIZATION	1.00	LS	$226,500.00	$226,500.00
102-1	MAINTENANCE OF TRAFFIC	1.00	LS	$125,805.73	$125,805.73
110-1-1	CLEARING & GRUBBING	1.00	LS	$55,560.00	$55,560.00
	12" COMPACTED SUBGRADE	15,726.00	SY	$1.00	$15,726.00
	STRIPING & SIGNAGE: 6" White Line (9,390 LF), 2" Yellow Line (9,390 LF), 24" Stop Bar Painting (15 EA), 24" Stop Bar Thermoplastic (15 EA). R1-30.1 Stop Sign (15 EA), R2-1 Speed Limit (6 EA), W41- 4D 30"X30" (2 EA), W1-2 30" W/ W13-1P 18" (2 EA), D3-1 (1 EA), EXISTING SIGN RELOCATE (WOODEN POST) NO TRESPASSING (3 EA).	1.00	LS	$99,679.47	$99,679.47
	CONCRETE CURB & GUTTER (TYPE MIAMI CURB)	20.00	LF	$37.00	$740.00
	CONCRETE SPILLWAY (REINFORCED) (4" THICK)	63.00	SY	$53.00	$3,339.00

Total Bid Price: $1,454,638.20

TUCKER Paving INC.
TOTAL SITE • UTILITIES

5658 Lucerne Park Road
Winter Haven, FL 33881
Phone: 863-299-2262
Fax: 863-294-1007
www.tuckerpaving.com

To:	The Town Of Dundee	**Contact:**	Erica Anderson
Address:	202 East Main Street, PO Box 1000	**Phone:**	(863) 438-8330
	Dundee, FL 33838	**Fax:**	(863) 438-8338
Project Name:	Road Paving Of Camp Endeavor Blvd. & Lincoln Ave.	**Bid Number:**	26-0035
Project Location:		**Bid Date:**	1/21/2026
Addendum #:	Rev 3		

Notes:

- **Not Included in Proposal:**

  - Permits, SWPPP Permits, And Permit Fees
  - Soil Testing, Concrete Testing, And CEI Certification & Inspection
  - Landscaping & Irrigation
  - Tree Protection/Pruning/Relocation
  - Dumpster Pad Enclosure Wall
  - Retaining Walls, Footers, And Excavation/Backfill Of Footers
  - Asbestos Removal
  - Relocation/Repair Of Fence/Gates
  - Relocation/Removal/Repair Of Existing Or Unknown Utilities (Except As Listed In Proposal)
  - Well Abandonment
  - Relocation/Removal/Repair Of Power Poles Or Guy Wires
  - Excavation/Backfill Of Building Foundation And/Or Footers
  - Removal Of Muck/Contaminated/Unsuitable Soils Or Materials
  - Over Excavation
  - Project Identification Sign
  - Storm Sewer System
  - Potable Water System
  - Fireline Water System
  - Relocate Power Poles
  - Materials / Work / Services not indicated or listed.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Tucker Paving, Inc.

Authorized Signature: _____

Estimator: Alejandro Sevilla
863-299-2262 asevilla@tuckerpaving.com

Our firm understands that the Town of Dundee seeks a qualified contractor to provide turn-key roadway paving services for Camp Endeavor Boulevard and Lincoln Avenue in full compliance with RFP 25-05, Rayl Engineering's August 2024 plans, and all applicable standards. The project includes complete roadway preparation and construction activities such as clearing, grading, subgrade and base preparation, asphalt paving, shoulder construction, restoration, sodding, striping, traffic maintenance, erosion control, and public safety measures, all to be delivered within the required 60-business-day performance period following Notice to Proceed. We acknowledge responsibility for obtaining all necessary permits, maintaining coordination with Town staff and the project engineer, ensuring continuous access and safety for the public, and delivering durable, high-quality work on a lump-sum basis with minimal community disruption and full adherence to schedule, quality, and regulatory requirements.

One exception to the requirements is completion of the project within 60 Days. Our Material Procurement will make this impossible.

Liberty Mutual SURETY

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Tucker Paving, Inc.

5658 Lucerne Park Rd.
Winter Haven, FL 33881

OWNER:
(Name, legal status and address)
City of Dundee

202 East Maine Street
Dundee, FL 33838

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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

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

BOND AMOUNT: 5% Five Percent of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
Camp Endeavor Blvd. and Lincoln Ave. Improvements

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

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

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

Signed and sealed this 13 day of January, 2026.

(Witness)

Tucker Paving, Inc.
(Contractor as Principal) *(Seal)*

EVP
(Title)

(Witness)

Liberty Mutual Insurance Company
(Surety)

(Title) Taylor Wagner, Attorney-in-Fact

Liberty Mutual. SURETY

POWER OF ATTORNEY

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

Certificate No: 8214937-984127

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of October, 2025.

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of October, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13 day of January, 2026

By: _____
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	February 10, 2026	**Submitted By:** Johnathon Vice Public Works
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, BETTY AVE. STORMWATER IMPROVEMENTS	
STAFF RECOMMENDATION: **(**MOTION READY)	Staff recommends approval to hire Odom Contracting to provide construction services for the Betty Avenue stormwater improvements project.	
SUMMARY *and/or* JUSTIFICATION:	In 2025, RFP 25-04 for the Betty Avenue Drainage Repairs project was issued to address stormwater and flooding concerns in the MLK Boulevard and Betty Avenue area. Bids were opened on November 26, 2025, and the Town received one bid from Tucker Paving, Inc. in the amount of $147,824.75. No award was made, as the bid exceeded the project threshold. Following the bid process, staff contacted three contractors to obtain quotes for the required stormwater improvements. These improvements will enhance stormwater runoff and collection and improve safety and quality of life for area residents. Staff recommends approval to hire Odom Contracting to perform the Betty Avenue stormwater improvements. Upon approval, staff will coordinate scheduling and notify impacted residents prior to construction.	

SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**	
	STAFF REPORT:		**PROCLAMATION:**	
	EXHIBIT(S):		**OTHER:**	X
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B*	Project Price Quote Sheet Odom Contracting Bid ADEC Contracting Bid JCR Construction Bid			
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE:**	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(If Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)*				

FISCAL IMPACT *(if any):*	Construction of stormwater swell to direct water to existing drain.	$29,880.00

TOWN OF DUNDEE
PRICE QUOTE SHEET

DATE: 1/17/2026

DEPARTMENT: Public Works Stormwater

NAME OF PERSON SECURING THE QUOTE: Johnathon Vice

GENERAL DESCRIPTION OF ITEM: Construct a stormwater swell to direct water to existing drain with pipe and drians to be place near existing driveways on MLK and Betty Ave to prevent future flooding

Vendor Selected: ☑

VENDOR #1

COMPANY NAME: ODOM CONTRACTING

CONTACT NUMBER: 863-337-6499 NAME OF REPRESENTATIVE: Kevin Odom

PRICE: $29,880.00 SHIPPING: N/A

COMMENTS: Construct a stormwater swell to direct water to existing drain

Vendor Selected: ☐

VENDOR #2

COMPANY NAME: ADEC CONSTRUCTION

CONTACT NUMBER: 954-274-7117 NAME OF REPRESENTATIVE: JUAN/ STEVEN

PRICE: $35,915.00 SHIPPING: N/A

COMMENTS: Construct a stormwater swell to direct water to existing drain

Vendor Selected: ☐

VENDOR #3

COMPANY NAME: JCR CONSTRUCTION AND SERVICES LLC

CONTACT NUMBER: 863-660-4704 NAME OF REPRESENTATIVE: Jarold

PRICE: $86,900.00 SHIPPING: N/A

COMMENTS: Construct a stormwater swell to direct water to existing drain

DEPARTMENT DIRECTOR/SUPERVISOR: Johnathon Vice DATE: 1/17/26

FINANCE DIRECTOR APPROVAL: VACANT DATE: 1/23/26

TOWN MANAGER APPROVAL: Kurt McCord DATE: 1/26/26

ADDITIONAL COMMENTS:

SOLE SOURCE JUSTIFICATION:

P.O. BOX 92019
LAKELAND, FL. 33804
863-337-6499 Office
863-337-5402 Fax

Town of Dundee
105 Center St
Dundee, FL
(863) 514-6636
E-MAIL: jvice@townofdundee.com

DATE: 11/19/2025

Revised 12/3/2025

ATTN: John Vice

RE: Betty Ave Drainage

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
GENERAL CONDITIONS				
Mobilization	1	EA		
Silt Fence	540	LF		
TOTAL GENERAL CONDITIONS				**$2,540.00**
STORM				
Type C Inlet	2	EA		
Connect to Exist Inlet	1	EA		
6" PVC SDR-26	140	LF		
Grade Swale	1	LS		
Sod as Needed	1	LS		
6" Concrete Drive Apron (Patch)	1	LS		
Test	1	LS		
TOTAL STORM				**$27,340.00**
TOTAL PROJECT				**$29,880.00**

NOTES & CONDITIONS:

1. ADDITIONAL MATERIAL COST SHALL BE ADDED BASED ON PRICE IN EFFECT AT TIME OF SHIPMENT.
2. PER DRAWINGS DESIGN & PERMITTING BY OTHERS.
3. SPECIFICALLY EXCLUDED IS THE HANDLING OR REMOVAL OF ANY HAZARDOUS MATERIAL OR UNSUITABLE MATERIALS FOUND ON THIS SITE.
4. OWNER TO FURNISH ALL PERMITS, APPROVED PLANS, CONSTRUCTION EASEMENTS AND BONDS.
5. THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 CALENDAR DAYS.

EXCLUSIONS:

LAY OUT, SOIL TESTING, DEWATERING, CONFLICTS, ASBUILTS, E.P.A. POLLUTION PLAN, RELOCATING EXISTING UTILITIES, IRRIGATION, METERS & METER BOXES FOR POTABLE WATER, REMOVAL OR REPLACEMENT OF TREES AND LANDSCAPING (INCLUDING SOD, SEED, MULCH), REPAIR OF ROAD, M.O.T., ROOF DRAIN TIE-INS, POLE HOLDING, ELECTRIC FOR LIFT STATION & RESTORATION OF ANY KIND.

KEVIN ODOM

ODOM CONTRACTING LLC

ADEC Construction

QUOTE/PURCHASE ORDER

"Real professionals on your side"

DATE	PO No.
12/8/2025	PODTD05

Bill to: **Town of Dundee** **1500 Race Road, Dundee, Fl**	**PROJECT:** Betty Avenue **P. O. NUMBER.** PODTD05

CONTAC PERSON	JOB	PAYMENT TERMS	DUE DATE
John Vice	Stormwater Betty Avenue	45-Net	

QTY.	DESCRIPTION	RATE	AMOUNT
1.00	Mobilization	5,350.00	5,350.00
1.00	Maintenance of Traffic	950.00	950.00
1.00	Clearing & Grubbing	2,400.00	2,400.00
600.00	Silt Fence	1.00	600.00
1.00	Inlet Protection System	45.00	45.00
2.00	Catch Basin	4,000.00	8,000.00
1.00	Existing Catch Basin	650.00	650.00
148.00	Proposed 6" PVC Pipe	40.00	5,920.00
1.00	Regradin Swale	4,500.00	4,500.00
3,000.00	Bahia Sod Placement	2.50	7,500.00
		TOTAL DUE	35,915.00

Thank you for your business!

ADEC CONSTRUCTION INC.
2200 N Commerce Pkwy Suite 200
Weston, Fl. 33326
Broward: **954 274 7117**
www.adeconstructioninc.com

JCR CONSTRUCTION & SERVICES LLC
3804 Block Prine Rd
FL 33810 USA
jcrconstructionservices@gmail.com

ADDRESS
Town Of Dundee
Betty ave project

ESTIMATE # 4624
DATE 12/18/2025

ACTIVITY	QUANTITY	RATE	AMOUNT
Service GENERAL CONDITIONS.	1	5,300.00	5,300.00
Service Description Mob Porta Potty Service Silt Fence Driveway removal Type C Inlet Box with grate Inlet and 6" line install Grading Export Concrete Driveway replacement Sod Price reflects equipment, labor and supervision, for drainage and grading. ditch will be regraded for drainge to new installed boxes If any dirt must be removed it will be a charge of 275 Shop Drawings for boxes are included with Install Price. EXCLUSSIONS NO ASPHALT No soil testing, mot. Utility relocations, Paving, Curb work, Or anything not listed in the line items above.Price is valid for 30 days A 50% Deposit is required to start work	1	70,500.00	70,500.00
Overhead 15% of overhead	1	11,100.00	11,100.00

TOTAL **$86,900.00**

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	February 10, 2026	**Submitted By:** Johnathon Vice Public Works Department	
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, DEVELOPMENT SERVICE BUILDING INTERIOR CEILING TILE REPLACEMENT		
STAFF RECOMMENDATION: **(**MOTION READY)	Approve authorizing Town staff to move forward with AAA Ceiling for the replacement of ceiling tiles at the DSB Building.		
SUMMARY *and/or* JUSTIFICATION:	The Public Works Facilities Department is seeking approval to replace ceiling tiles at the Development Services Building (DSB), located at 124 Dundee Road. The Town has experienced a pest issue that has resulted in odors and staining to the existing ceiling tiles. Staff obtained three quotes for this project and is recommending approval of AAA Ceiling, as they submitted the lowest quote and are able to meet the timeline requested by Town staff.		

SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**	
	STAFF REPORT:		**PROCLAMATION:**	
	EXHIBIT(S):		**OTHER:**	X
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B*	DSB building ceiling tile replacement Quote Sheet AAA ceiling bid JCR Construction bid Acoustical Ceiling Services bid			
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE:**	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(If Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)*				

FISCAL IMPACT *(if any):*	Removal and Replacement of 630ct Ceiling Tiles	$6,625.00

TOWN OF DUNDEE
PRICE QUOTE SHEET

DATE: 1/23/2026

DEPARTMENT: FACILITY MAINTANANCE

NAME OF PERSON SECURING THE QUOTE: JOHNATHON VICE

GENERAL DESCRIPTION OF ITEM: REMOVE AND REPLACE 630CT CEILING TILES AT DSB

Vendor Selected: ☑

VENDOR #1

COMPANY NAME: AAA CEILING

CONTACT NUMBER: 407-947-0439 NAME OF REPRESENTATIVE: TONY

PRICE: $6,625.00 ✓ SHIPPING: N/A

COMMENTS: REMOVE AND REPLACE 630CT CEILING TILES AT DSB

Vendor Selected: ☐

VENDOR #2

COMPANY NAME: JCR CONSTRUCTION AND SERVICES LLC

CONTACT NUMBER: 863-660-4704 NAME OF REPRESENTATIVE: JAROLD

PRICE: $8,100.00 SHIPPING: N/A

COMMENTS: REMOVE AND REPLACE 630CT CEILING TILES AT DSB

Vendor Selected: ☐

VENDOR #3

COMPANY NAME: ACOUSTICAL CEILING SERVICES

CONTACT NUMBER: 863-666-8241 NAME OF REPRESENTATIVE: ERIN

PRICE: $9,360.00 SHIPPING: N/A

COMMENTS: REMOVE AND REPLACE 630CT CEILING TILES AT DSB

DEPARTMENT DIRECTOR/SUPERVISOR: Johnathon Vice DATE: 1/23/26

FINANCE DIRECTOR APPROVAL: Vincent DATE:

TOWN MANAGER APPROVAL: Kenneth McCord DATE: 1/23/26

ADDITIONAL COMMENTS: replace all ceiling tiles work to be completed during normal working hours. Due to pest problem's in Building.

SOLE SOURCE JUSTIFICATION:

AAA Ceiling
2431 Aloma Avenue, Ste 153
Winter Park, FL 32792
www.aaaceiling.com
407-947-0439

Ceiling Proposal

January 15, 2026

This Proposal is submitted to: Town of Dundee ("Customer") for the below described Project and becomes a valid and binding contract between AAA Ceiling and Customer upon Customer's written acceptance below.

Project Name	Town of Dundee Development Service Center	Email	tc@aaaceiling.com
Address	124 Dundee Rd Dundee FL 33858	Submitted By	Tony
		Per Plans Specs	n/a

Project Scope

Remove and replace existing ceiling tile with new 24"x24" square edge white ceiling tile.

Total Base Bid: $6,625.00

Terms

This Proposal is valid for 30 days after original submission date and can be withdrawn or revised by AAA Ceiling without notice.

Insulation is NOT included in this proposal unless listed herein. Clips, wires, or other devices for use by other trades are not included or part of this proposal unless listed herein. Ceiling tiles with wired devices need to be installed by their respective trade. Project Scope is priced for completion during regular business hours of 7:00 am to 3:30 pm unless stated otherwise.

All drawings to be designed by Customer's architect. We provide daily cleanup to a dumpster provided by the general contractor or owner.

Terms of Payment: Invoices are due upon receipt unless revised in writing by your account manager. Projects without a permit or a Notice of Commencement on record will require a deposit. Credit card payment shall incur a 3.5% convenience fee. Invoices not paid within terms are subject to a late fee of 1.5% monthly. Proposal shall be considered a part of contract documents. In the event of a conflict between the terms herein and other contract documents. the terms of this Proposal shall control.

Change Orders: Customer understands that NO alterations, additions, or any small changes can be made in the scope of work, without a written Change Order signed by Customer. If any unforeseen or differing site conditions arise, AAA Ceiling will promptly notify Customer and, upon Customer's written approval, a Change Order will be executed to carry out the work necessitated by such unforeseen conditions.

Disputes: In the event of litigation arising out of or in connection with this contract, the prevailing party shall be entitled to recover reasonable attorney fees and costs from the non-prevailing party, whether same were incurred prior to or during any judicial proceedings, including, but not limited to, any trial or appellate proceedings. Venue of any action arising out of or pertaining to this contract shall lie exclusively in Orange County, Florida.

Approval and Authority to Proceed: We approve the project as described above and authorize AAA Ceiling to proceed.

Accepted By Customer:

Name	Title	Date

JCR CONSTRUCTION & SERVICES LLC
3804 Block Prine Rd
FL 33810 USA
jcrconstructionservices@gmail.com

ADDRESS
Town Of Dundee
124 Dundee rd, Dundee, FL
Ceiling tile replacement

ESTIMATE # 4637
DATE 01/18/2026

ACTIVITY	QUANTITY	RATE	AMOUNT
Service Remove and dispose ceiling tile,	1	700.00	700.00
Materiales & Installation Remove and dispose Two lights.	1	100.00	100.00
Material Provide CertainTeed Baroque BET#54 2x2x5/8 Regular Edge	1	3,800.00	3,800.00
Service Provide Ceiling tile installation.NOTE: THIS DOESN'T INCLUDES ANY INSULATION COST	1	1,600.00	1,600.00
Overhead 20% of overhead	1	1,900.00	1,900.00

EXCLUSSIONS:

NO ELECTRICAL WORK IN THIS QUOTE EXCEPT DISCONNECT THE LIGHTS.
NO PERMITS FEE IF ANY IS NEEDED.
NO CLEANING SERVICES OR INSULATION SERVICES OF ANY KIND.

50% INITIAL PAYMENT TO START50% AT THE END OF THE JOB.

TOTAL **$8,100.00**

Accepted By

Accepted Date