TOWN COMMISSION MEETING AGENDA

August 04, 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

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR AUGUST 04, 2026

A. MINUTES

1. June 23, 2026, Budget Strategy Meeting Minutes
2. July 7, 2026, Meeting Minutes

B. AGREEMENTS

1. ASRUS LLC Scope of Work Agreement
2. PRWC Ingress & Egress Agreement
3. AAA Top Quality Asphalt IFB 26-01
4. RFP 26-02 Construction Agreement

C. BOARD RE-APPOINTMENT

1.David Joubert - Planning & Zoning Board

APPROVAL OF AGENDA

PROCLAMATIONS

1. **PROCLAMATIONS**

   Florida Water Professionals Month

PUBLIC HEARING

2. **DISCUSSION & ACTION, ORDINANCE 26-11, TOWN-INITIATED TEXT AMENDMENT TO TABLES 2.03 (A) THROUGH 2.03 (C)**

3. **DISCUSSION & ACTION, ORDINANCE 26-12 OFFICE OF THE TOWN CLERK 2nd READ**

NEW BUSINESS

4. **DISCUSSION & ACTION, ORDINANCE 26-14 CENTRAL FLORIDA OUTDOOR STORAGE, INC, VOLUNTARY ANNEXATION**

5. **DISCUSSION & ACTION, RESOLUTION 26-22 CORE IMPROVEMENT TERMINATION AGREEMENT**

6. **DISCUSSION & ACTION, RESOLUTION 26-23 CREATION OF COMMISSION & COMMUNITY ENGAGEMENT AIDE**

7. **DISCUSSION & ACTION, WASTEWATER PLANT MAINTENANCE & REPAIRS**

8. **DISCUSSION & ACTION, DUNDEE 2026 DUNDEE TRUCKS/ EQUIPMENT SURPLUS ITEMS**

9. **DISCUSSION & ACTION, IFB 26-02 COMMERCIAL SOLID WASTE COLLECTIONS**

10. **DISCUSSION & ACTION, TOWN OF DUNDEE EVALUATION AND APPRAISAL REPORT (EAR) – COMPREHENSIVE PLAN UPDATE**

11. **DISCUSSION & ACTION, VISTA DEL LAGO PHASE 4 OFFSITE POTABLE WATER MAIN EXTENSION AND REIMBURSEMENT AGREEMENT**

12. **DISCUSSION & ACTION, CLARIFICATION OF RESOLUTION 26-21 CODE REVIEW COMMITTEE**

13. **DISCUSSION & ACTION, REGARDING CODE COMPLIANCE DEPARTMENT**

14. **DISCUSSION & ACTION, CHARTER REVIEW COMMITTEE**

15. **DISCUSSION & ACTION HIGLANDS AVENUE DOG PARK**

16. **DISCUSSION & ACTION, MODIFICATIONS TO FINANCIAL SERVICES PROVIDED BY CLA**

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

MEETING DATE:	August 4, 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 8.4.2026 TC Consent Agenda	

SUMMARY *and/or* JUSTIFICATION:

A. Minutes
1. June 23, 2026, Budget Strategy Meeting Minutes
2. July 7, 2026, Meeting Minutes

B. Agreements
1. ASRUS LLC Scope of Work Agreement
2. PRWC Ingress & Egress Agreement
3. AAA Top Quality Asphalt IFB 26-01
4. RFP 26-02 Construction Agreement

C. Proclamations
1. Florida Water Professionals Proclamation

D. Board Re-Appointment
1. David Joubert – Planning & Zoning Board

SELECT, *if applicable*				
	AGREEMENT:	X	**BUDGET:**	
	STAFF REPORT:		**PROCLAMATION:**	X
	EXHIBIT(S):		**OTHER:**	X

IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B*	June 23, 2026, Budget Strategy Meeting Minutes July 7, 2026, Meeting Minutes Florida Water Professionals Proclamation David Jobert Planning & Zoning Board Letter ASRUS, LLC Scope of Work Agreement PRWC Ingress & Egress 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.)*	

FISCAL IMPACT *(if any):*	N/A	

TOWN COMMISSION BUDGET STRATEGY MEETING MINUTES

June 23, 2026, at 5:00 PM

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

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

CALL TO ORDER at 5:00 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Garrison

RECOGNITION OF SERGEANT AT ARMS Deputy Nixon

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

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Commissioner Richardson

Commissioner Hunt

Commissioner Wilson

Vice-Mayor Hunt

Mayor Garrison

NEW BUSINESS

1. **DISCUSSION, BUDGET APPROVAL TIMELINE FOR FY26/27**

Town Manager Cassel discussed the following topics with the commission.

- Meeting to establish initial millage rate (date)
- Trim notice timeline
- Commission budget workshops (number and potential dates)
- Public Hearings (dates according to Florida Statute)
- Preliminary budget adoption (date of meeting)
- Final budget adoption (date of meeting)

There was a consensus from the commission to accept the following budget schedule:

Establish Proposed Millage Rate	July 7, 2026
Budget Workshop #1	July 21, 2026
Budget Workshop #2	August 4, 2026
Optional Budget Workshop #3	August 18, 2026
Deadline to Submit TRIM Information	August 4, 2026
TRIM Notices Mailed (Estimated)	August 24, 2026
Tentative Budget Hearing	September 8, 2026
Final Hearing Advertisement	September 18, 2026
Final Budget Hearing (Special Meeting)	September 22, 2026

Mayor Garrison opened the floor for public comment; the following persons spoke before the commission;

Jill Kitto

Mayor Garrison closed public comments.

2. DISCUSSION, UNDERSTANDING OF AND THE SETTING OF MILAGE RATES AND ROLL-BACK RATES

Town Manager Cassel presented the following discussion topics to the commission.

- What is the roll-back rate
- Establishing the preliminary millage rate
- Setting the final millage rate

Mayor Garrison opened the floor for public comment; seeing none, the floor was closed.

3. DISCUSSION, ALTERNATIVE FUNDING METHODS AND SOURCES

Town Manager Cassel addressed assessments and fees for service as alternative funding sources.

There was a consensus from the commission for staff to put together alternative funding sources to bring back to the commission.

Town Manager Cassel stated he would be resuming coffee with the town manager and discussing the milage and roll-back rates with the residents.

Auditor Mike Howard with CLA gave a financial status/update to the commission.

Mayor Garrison opened the floor for public comment; the following persons spoke before the commission;

Jill Kitto

Mayor Garrison closed public comments.

4. DISCUSSION, COMMISSION PRIORITIES FOR FY 26/27

Town Manager Cassel provided a calendar of events for the upcoming year and requested that the commissi review the events schedule and set their priorities for FY 26/27 and beyond. He stated there was additional money available in the commission's budget should they want to attend the upcoming Florida League of Cities conference.

Mayor Garrison opened the floor for public comment; the following persons spoke before the commission;

Bishop Gregory

Jill Kitto

Mayor Garrison closed public comments.

Mayor Garrison requested a retreat for some time in September with a moderator; possibly a Saturday.

Public Works Director Vice stated that the splash pad dedication is expected to take place on August 18, 2026. Commissioner Richardson requested there be water slides at the event.

Attorney Smith inquired about the upcoming Town Hall and provided procedures for hosting the event.

Without any further discussion, the meeting was adjourned.

ADJOURNMENT at 6:18 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

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

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TOWN COMMISSION MEETING MINUTES

July 7, 2026, at 6:30 PM

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

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

CALL TO ORDER at 6:30 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Garrison

INVOCATION Michelle Thompson

RECOGNITION OF SERGEANT AT ARMS, Sgt. Frese

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

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Mayor Joe Garrison

Vice Mayor Ray Hunt

Commissioner Julia Hunt

Commissioner Annette Wilson

Commissioner Mary Richardson

ALSO PRESENT:

Town Manager Ken Cassel

Town Attorney

Town Clerk Erica Anderson

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR
(Each speaker shall be limited to three (3) minutes)

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR JULY 7, 2026

The minutes being reviewed include minutes from the following meetings:

A. MINUTES

1. June 2, 2026, Town Commission Meeting Minutes

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

Commissioner Richardson moved to approve the June 2, 2026, commission meeting minutes seconded by Commissioner Wilson.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

APPROVAL OF AGENDA

The following changes were made to the agenda.

Report from the auditor was added to the agenda.

Item #13: CLA Agreement was tabled until the August meeting.

Item #16 was deleted as a duplicate.

Item #23 IFB 26-02 documents were added

Discussion item for CRA was added

FINANCE UPDATE - Provided by Julie Davis of Rivero, Gordimer, &Co. and provided a general update.

PUBLIC HEARINGS

1. **DISCUSSION & ACTION, ORDINANCE 26-10 CODE OF ORDINANCES REVISIONS 2ND READING**

Attorney Smith read the ordinance title into the record. Town Manager Cassel provided the analysis.

The proposed ordinance amends Chapter 2, Article II, Section 2-162 of the Town of Dundee Code of Ordinances relating to budgetary control and government fund accounting procedures.

The purpose of the ordinance is to modernize and clarify the Town's financial management and accounting practices by authorizing the establishment of additional governmental accounting funds as necessary to comply with applicable Governmental Accounting Standards Board (GASB) standards, generally accepted accounting principles (GAAP), state reporting requirements, audit requirements, and accepted municipal accounting practices.

The ordinance further clarifies the Town Manager's administrative authority regarding line-item transfers within approved funds, the establishment of accounting fund classifications for proper financial reporting purposes, and procedures related to interfund transfers requiring Town Commission approval through the budget amendment process.

Adoption of the ordinance will assist the Town in maintaining compliance with current governmental accounting standards, improving financial transparency, enhancing fiscal accountability, and supporting proper financial reporting and audit practices.

Mayor Garrison opened the floor for public comment; seeing none, the floor was closed.

Commissioner Wilson moved to approve Ordinance 26-10, seconded by Vice Mayor Hunt.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

2. DISCUSSION & ACTION, ORDINANCE 26-09 ESTES GROVE MAJOR PUD-MU AMENDMENT TO ORDINANCE 15-05 2ND READING

Attorney Smith read the ordinance title into the record. Development Services Director Peterson presented the item.

The developer is requesting a Major Modification to PUD Ordinance No. 15-05, including:

- Addition of parcels- 272835-000000-023010 & 272901-000000-012000
- Moving a 15-acre school site & 5-acre public use site from the east side of Lake Mabel Loop Road to the west side of Lake Mabel Loop Road North of Almburg Road.
- Defining lot layout and lot sizes per original PUD conditions.
- Changes to external access points.
- Reduction in overall project density.
- Adding Welsh Road extension right-of-way dedication.
- Adding project phasing.

The total acreage of the parcels is 638.76. The parcels are on the southeast side of the Town of Dundee, west of Lake Pierce and east of Lake Annie. They are located on the east and west sides of Lake Mabel Loop Road and on the north and south sides of Canal Road. The present use of the parcels is citrus groves. The adjacent parcels have land use designations of Dundee LDR to the west and south, and County A/RR to the north and east. The proposed land use change to LDR designates 5 units per acre. The Major Modification of PUD Ordinance 15-05 will satisfy the intent of the land development code, as well as meet the need for residential, commercial, and school property growth in the area. Roadway and utility infrastructure will be determined based on detailed traffic analysis and engineered construction plans. The project will be constructed in 4 phases starting in2026 and will complete each phase per year thereafter, ending in 2030.

Mayor Garrison opened the floor for public comment; seeing none, the floor was closed.

Commissioner Wilson moved to approve Ordinance 26-09, seconded by Vice Mayor Hunt.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

3. DISCUSSION & ACTION, ORDINANCE 26-06 ESTES FUTURE LAND USE MAP AMENDMENT 2ND READING

Attorney Smith read the ordinance title into the record. Development Services Director Peterson presented the item.

The Applicant, Heather Wertz of Absolute Engineering, Inc., is requesting an amendment to the Future Land Use Map for property located in the Town of Dundee. The current FLU is Multi-Use Village Center (MU-VC) with the proposed FLU being Low Density Residential (LDR) it would be consistent with the Town of Dundee's Comprehensive Plan, Land Development Code and compatible with the surrounding land uses.

The proposed site is located in the southeast quadrant of the Town of Dundee, on the east and west sides of Lake Mabel Loop Road and the north and south sides of Canal Road, in Sections36,01, and 02, Townships 28 and 29, Range 27, further described as portions of parcels: 272836-000000-040000, 272901-000000-013000,272902-000000-011010, 272902-000000-011040, and all of parcel 272901-000000-012000.

Mayor Garrison opened the floor for public comment; seeing none, the floor was closed.

Vice Mayor Hunt moved to approve Ordinance 26-06, seconded by Commissioner Wilson.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

4. DISCUSSION & ACTION, ORDINANCE 26-07 TEXT AMENDMENT TO 3.06.07 OF THE LAND DEVELOPMENT CODE 2ND READING

Attorney Smith read the ordinance title into the record. Development Services Director Peterson presented the item.

The Town is proposing a text amendment to the Town of Dundee Land Development Code (LDC) specifically regarding Section 3.06.07. Currently, the code contains a blanket prohibition on underground seepage systems. The proposed amendment seeks to allow these systems under strict engineering and environmental criteria to provide developers and the Town with modern, space-efficient stormwater management options.

Mayor Garrison opened the floor for public comment; seeing none, the floor was closed.

Vice Mayor Hunt moved to approve Ordinance 26-07, seconded by Commissioner Richardson.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

NEW BUSINESS

DRAFT

5. DISCUSSION & ACTION, ORDINANCE 26-11, TOWN-INITIATED TEXT AMENDMENT TO TABLES 2.03 (A) THROUGH 2.03 (C)

Attorney Smith read the ordinance title into the record. Development Services Director Peterson presented the item.

The Town is proposing a text amendment to the Town of Dundee Land Development Code (LDC) specifically regarding tables 2.03 (A) through 2.03 (C) Canopy Trees, Small Trees for Buffer yards, and Shrubs. The Town's current landscaping tables have not been updated in several years. The added small trees and shrubs can be found in red, the proposed additions align with a more modern and aesthetic look along with sustainable water use.

Mayor Garrison opened the floor for public comment; seeing none, the floor was closed.

Commissioner Wilson moved to approve Ordinance 26-11, seconded by Commissioner Hunt.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

6. DISCUSSION & ACTION, ORDINANCE 26-12 OFFICE OF THE TOWN CLERK

Attorney Smith read the ordinance title into the record and presented the item.

The Town Commission has requested consideration of an ordinance establishing the Office of the Town Clerk and defining the appointment, authority, duties, and responsibilities of that office. The proposed ordinance is intended to provide a clear governance structure for the Office of the Town Clerk, ensure continuity in the administration of the Town's legislative and records management functions, and clarify the reporting relationship between the Town Clerk and the Commission.

Ordinance No. 26-12 supplements the Charter of the Town of Dundee by creating Section 3.12 establishing the Office of the Town Clerk. The ordinance provides for the appointment, powers, duties, and responsibilities of the Town Clerk; establishes the Town Clerk as the administrative head of the Office of the Town Clerk under the general direction and supervision of the Commission; and authorizes the Town Clerk to administer and supervise the Office of the Town Clerk and its personnel.

The ordinance further provides for the uninterrupted continuation of the individual serving as Town Clerk immediately preceding the effective date of the ordinance, ensuring there is no interruption in service, no break in employment, and no loss of compensation, accrued leave, retirement benefits, years of service, or other employment rights and benefits. The ordinance also preserves the Commission's authority to consider and approve an employment agreement with the Town Clerk at a future meeting, should the Commission determine such action to be appropriate.

The proposed ordinance is intended to clarify the administration of the Office of the Town Clerk while preserving continuity of municipal operations and uninterrupted public services. If approved, the Town Manager, Town Clerk, and Town Attorney will be authorized to take all administrative actions necessary to implement the ordinance.

Mayor Garrison opened the floor for public comment; the following persons spoke before the commission.

Michelle Thompson

Mayor Garrison closed public comments,

Commissioner Wilson moved to approve Ordinance 26-12, seconded by Commissioner Richardson.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

7. DISCUSSION & ACTION, RESOLUTION 26-17 RATIFYING PRIOR OFFICIAL DOCUMENTS AND AUTHORIZING THE EXECUTION BY THE MAYOR

Attorney Smith read the ordinance title into the record. Town Manager Cassel presented the analysis.

The Town Commission is requested to consider Resolution No. 26-17, authorizing Mayor Joe Garrison to execute certain ordinances, resolutions, agreements, contracts, and other official documents previously approved by the Town Commission during the prior Mayor's tenure but which may not have been fully executed.

During a review of the Town's official records, staff identified certain previously approved documents that require mayoral execution to ensure administrative completion, proper recordkeeping, and maintenance of complete municipal records. The proposed resolution authorizes the current Mayor to sign such documents solely for administrative and ministerial purposes.

Approval of this resolution does not alter, amend, reapprove, or otherwise modify any lawful action previously taken by the Town Commission. Rather, it serves to memorialize and complete execution of documents already approved through prior Commission action.

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

Commissioner Wilson moved to approve Resolution 26-17, seconded by Commissioner Hunt.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

8. DISCUSSION & ACTION, PRELIMINARY RESOLUTION 26-18 PRELIMINARY STORMWATER ASSESSMENT FEES

Attorney Smith read the ordinance title into the record. Town Manager Cassel presented the analysis.

The Town has partnered with Susan Schoettle-Gumm, Attorney-at-Law, to levy and collect the Town's stormwater fee for FY 2026-2027 using the ad valorem property tax bill method in accordance with F.S. §197.3632 and §403.0893. Town Staff are updating the technical data for the preparation of the preliminary and final rolls for submittal to the Property Appraiser and Tax Collector.

The stormwater utility provides funding for the Town's stormwater management services and facilities with the adoption of Ordinance No. 03-22.

This preliminary resolution is directing the preparation of a Preliminary Roll, authorizing a public hearing, and directing the provision of mailed and published notice of such hearing, and directing preparation of an Annual Resolution to approve the Final Roll, after a public hearing, and directing the billing and collection using the uniform collection process.

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

Commissioner Wilson moved to approve Resolution 26-18, seconded by Vice Mayor Hunt.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

9. DISCUSSION & ACTION, RESOLUTION 26-19 FIRE ASSESSMENT FEE

Attorney Smith read the ordinance title into the record. Town Manager Cassel presented the analysis.

A Fire Assessment Fee is a charge on real property to cover fire protection services. The fees will be included in the Ad Valorem Tax Roll.

The Town has partnered with Susan Schoettle-Gumm, Attorney-at-Law, to levy and collect the Town's Fire Assessment fee for FY 2025-2026 using the ad valorem property tax bill method in accordance with F.S. §197.3632 and §403.0893. Town staff is updating the technical data for the preparation of the preliminary and final rolls for submission to the Property Appraiser and Tax Collector.

Mayor Garrison opened the floor for public comment; the following persons spoke before the commission

Delonda Hall

Mayor Garrison closed public comment.

Vice Mayor Hunt moved to approve Resolution 26-19, seconded by Commissioner Hunt.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt and Mayor Garrison

The motion passed unanimously.

10. DISCUSSION & ACTION, RESOLUTION 26-20 FIRST AMENDMENT TO SITE AGREEMENT FOR WATER TOWER/LEASE WITH T-MOBILE SOUTH LLC

Attorney Smith read the ordinance title into the record. Town Manager Cassel presented the analysis.

On June 21, 2000, the Town of Dundee entered into a Site Agreement for Water Tower/Lease with APT Tampa/Orlando, Inc., predecessor in interest to T-Mobile South LLC, for the lease and use of water tower property for telecommunications purposes. T-Mobile South LLC, as successor in interest, has continued to lease and utilize the property pursuant to the terms of the original agreement.

The proposed First Amendment to the Site Agreement extends the lease term for an additional five (5) years, beginning January 1, 2026, and ending December 31, 2030. The amendment also updates the lease payment terms, establishing monthly rent payable to the Town in the amount of **$**1,744.72, effective January 1, 2026, with annual rent increases of 3.5%, beginning January 1, 2027, and continuing each year thereafter.

Approval of the amendment will allow continued telecommunications services within the Town while providing recurring lease revenue.

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

Vice Mayor Hunt moved to approve Resolution 26-20, seconded by Commissioner Wilson.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

11. DISCUSSION & ACTION, RESOLUTION 26-21 CODE REVIEW COMMITTEE

Attorney Smith read the ordinance title into the record. Town Manager Cassel presented the analysis.

At the June 2, 2026 Town Commission meeting, it was requested that town staff draft a Resolution for the creation of a Code Review Committee. This committee will perform a comprehensive review of the current municipal code. Resolution 26-21 formally establishes an advisory Code Review Committee. This committee will identify obsolete ordinances, streamline development processes, and ensure local codes align with current state statutes and community standards.

Mayor Garrison opened the floor for public comment; the following persons spoke before the commission.

Jill Kitto, Tony Perez, and Jackie Nichols

Mayor Garrison closed public comment.

Commissioner Wilson moved to approve Resolution 26-21, seconded by Vice Mayor Hunt.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt and Mayor Garrison

The motion passed unanimously.

12. DISCUSSION & ACTION, FY 2026-2027 PROPOSED MILAGE RATE

Town Manager Cassel presented the analysis.

The Town Commission will consider and take public comment on the proposed millage rate of 7.9 mils. The following dates were approved at the June 25, 2026 Budget Strategy Meeting: · July 7, 2026 - Establish proposed millage rate · August 4, 2026 - Deadline to provide proposed millage to the Property Appraiser · August 24, 2026 (Approx) – TRIM notices mailed · July 21, 2026 – Budget Workshop #1 · August 4, 2026 – Budget Workshop #2 · August 18, 2026 – Optional Budget Workshop #3 · September 8, 2026 – First Public Hearing/Tentative Budget Adoption · September 18, 2026 – Final hearing advertisement · September 22, 2026 – Final Public Hearing/Final Budget Adoption.

Mayor Garrison opened the floor for public comment; seeing none, the floor was closed.

Commissioner Wilson moved to approve the FY 2026/2027 Proposed Milage Rate, seconded by Commissioner Hunt.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

13. DISCUSSION & ACTION, TERMINATION OF MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT WITH RAYL ENGINEERING

Town Manager Cassel presented this item to the commission.

The Town Commission will consider the termination of the Master Continuing Professional Consulting Agreement for architectural, engineering, planning, and various professional consulting services between the Town of Dundee and Rayl Engineering and Surveying, LLC, executed on October 22, 2024, pursuant to RFQ 23-01.

Administration has evaluated the town's current operational and professional service needs and recommends termination of the continuing services agreement with Rayl Engineering and Surveying, LLC, subject to the contractual notice requirements contained within the agreement.

Termination of the agreement allows the town to determine the most appropriate method for obtaining future engineering and consulting services according to Florida Statutes 287.055.

Administration will coordinate the transition of any active task orders, outstanding invoices, projects, and work product to ensure continuity of operations and minimize disruption to Town projects.

Mayor Garrison opened the floor for public comment; the following persons spoke before the commission.

Jill Kitto

Alan Rayl

Commissioner Hunt moved to approve the termination agreement, seconded by Vice Mayor Hunt.

Voting in favor: Commissioner Hunt, Vice Mayor Hunt, and Mayor Garrison

Voting against: Commissioner Wilson and Commissioner Richardson

The motion passed 3-2.

14. DISCUSSION & ACTION, TRAFFIC CALMING ON 4TH STREET AND FREDRICKS AVENUE

Town Manager Cassel presented this item to the commission.

The Town Commission is being asked to discuss potential traffic-calming measures to improve roadway safety. Proposed measures for consideration include installing speed bumps or evaluating the feasibility of reducing the posted speed limit on Fredricks Avenue to 30 miles per hour. In addition, the Commission will consider whether speed bumps or similar traffic calming devices would be appropriate for 4th street..

Mayor Garrison opened the floor for public comment; the following persons spoke before the commission.

Michelle Thompson

Delonda Hall

Mayor Garrison closed public comments.

Commissioner Wilson moved to approve lowering the speed limit on Frederick ave, seconded by Commissioner Richardson.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

15. DISCUSSION & ACTION, SITE DEVELOPMENT PLAN APPROVAL FOR CENTRAL FLORIDA HEALTH CARE

Town Manager Cassel presented this item to the commission.

The Applicant, Ann Claussen, on behalf of Central Florida Health Care Inc, is requesting approval of a site development plan for the construction of Central Florida Health Care. The proposed site is located at 916 Dundee Road on 4.39 +/- acres in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 272829-000000-014030.

Mayor Garrison opened the floor for public comment; seeing none, the floor was closed.

Commissioner Hunt moved to approve the Site Development Plan, seconded by Vice Mayor Hunt.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

16. DISCUSSION & ACTION, RIDGEWOOD MINI WAREHOUSE SITE DEVELOPMENT PLAN

Development Services Director Peterson presented this item to the commission.

The applicant John Bannon of Quiddity Engineering, LLC is requesting approval of a site development plan for a site situated on 8.69 +/- acres and located at 205 and 0 Ridgewood Ave. in Dundee, FL, further described as parcels 272821-832000-001000 and 272821-832000-002071 in Section 21, Township 28, Range 27. The proposed site has an existing Future Land Use (FLU) designation of commercial/industrial corridor and the zoning classification of Industrial (IL).

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

Vice Mayor Hunt moved to approve the Ridgewood Mini Warehouse Site Development Plan, seconded by Commissioner Hunt.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

17. DISCUSSION & ACTION, VALENCIA RIDGE TRANSPORTATION AGREEMENT

Development Services Director Peterson presented this item to the commission.

The applicant of the Valencia Ridge Reserve has submitted a Transportation Agreement for the improvements that will be needed.

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

Commissioner Wilson moved to approve the Valencia Ridge Transportation Agreement, seconded by Vice Mayor Hunt.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

18. DISCUSSION & ACTION, LEGACY HILL SUBDIVISION DEVELOPERS' AGREEMENT AND WATER ALLOCATION AGREEMENT

Development Services Director Peterson presented the requested developer's and water allocation agreements for Legacy Hill Subdivision.

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

Commissioner Wilson moved to approve the Legacy Hill Subdivision Developers' Agreement and Water Allocation Agreement, seconded by Commissioner Hunt.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, and Vice Mayor Hunt.

Recusal: Mayor Garrison

The motion passed.

19. DISCUSSION & ACTION, SANITATION GARBAGE CART RE-STOCK PURCHASE

Public Works Director Vice presented this item to the commission.

The Sanitation Department is requesting authorization to purchase 300 95-gallon garbage carts from Cascade Cart Solutions at a total cost of $19,600.00. These carts will restock inventory used to replace damaged bins and support new residential developments. The vendor specifies a four-week delivery lead time.
Funding for this purchase is included in the approved FY 25-26 Sanitation Department budget.

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

Vice Mayor Hunt moved to approve the Sanitation Garbage Cart Restock purchase, seconded by Commissioner Hunt.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

20. DISCUSSION & ACTION, RFP 26-02 COMMUNITY CENTER PARKING LOT RESURFACING PROJECT

Public Works Director Vice presented this item to the commission.

Town Staff released RFP 26-02 for the resurfacing of the Dundee Community Center. This project is being funded through a Community Development Block Grant (CDBG) through Polk County in the amount of $62,568.98.
The Town of Dundee received two proposals for the Community Center Parking Lot Resurfacing Project during the sealed bid process. These companies included AAA Top Quality Asphalt and Tucker Paving Inc.

The Purchasing Evaluation Committee scored both proposals. AAA Top Quality Asphalt earned an average of 355 points, while Tucker Paving earned an average of 115 points.

Proposed total costs from each company are as follows:

- AAA Top Quality Asphalt - $55,975.00
- Tucker Paving, Inc. - $63,308.86

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

Commissioner Wilson moved to approve the Community Center Resurfacing Project, seconded by Commissioner Hunt.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

21. DISCUSSION & ACTION, IFB 26-01 ROAD RESURFACING PROJECT

Public Works Director Vice presented this item to the commission.
Town Staff released IFB 26-01 for the resurfacing of Melina Avenue, Elinor Avenue, Grace Avenue, and Garrison Avenue. Funding for this project is included in the FY 2025-2026 budget process.

The Town of Dundee received one proposal from AAA Top Quality Asphalt for the Road Resurfacing Project during the sealed bid process.

The Purchasing Evaluation Committee scored the proposal; AAA Top Quality Asphalt earned an average of points.

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

Vice Mayor Hunt moved to approve the Road Resurfacing Project, seconded by Commissioner Richardson.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison.

The motion passed unanimously.

22. DISCUSSION & ACTION, IFB 26-02 FY25/26 SANITATION DEPARTMENT SOLID WASTE COLLECTIONS

Public Works Director Vice presented this item to the commission.
Town staff prepared and reviewed Invitation for Bid (IFB) No. 26-02 for the Sanitation Department Solid Waste Collections.

Funding for this project is included within the Sanitation Department's annual budget, approved by the Town Commission during the Fiscal Year 2025–2026 budget process.

The intent for this IFB is to receive bids to continue to contract out the commercial solid waste collections. This bid will include the collection of franchise fees and create a policy for the everyday operations of the commercial solid waste. This IFB will also create the standard of services that the Town is seeking for our commercial Solid Waste customers. Once bids are received and reviewed, they will be presented back to the commission for approval for the 26-27 budget.

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

Vice Mayor Hunt moved to approve the Sanitation Department Solid Waste Collection, seconded by Commissioner Richardson.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison.

23. DISCUSSION & ACTION, POTENTIAL COMMUNITY REDEVELOPMENT AGENCY (CRA)

Commissioner Richardson presented this item to the commission.

REPORTS FROM OFFICERS

Polk County Sheriff's Office – Report for June 2026

- 268 calls for service
- 304 traffic stops
- 33 arrests
- 2091 community contacts

Sergeant Frese provided the Commission with information regarding the Sheriff's Office's upcoming community outreach initiative. As part of the program, the Sheriff's Office has palm trees decorated like a traditional Christmas tree to promote community engagement.

Sergeant Frese explained that the Polk County Sheriff's Office will distribute "Golden Tickets" throughout the community to kids they see at play. Individuals who receive a ticket may redeem it at the Sheriff's Office, where they will have the opportunity to meet a deputy and receive a gift. The initiative is intended to foster positive relationships between law enforcement and the community through meaningful engagement and interaction.

Dundee Fire Department – Report for June 2026

- 98 calls for service
- 3 fire
- 74 medical
- 8 public services
- 13 non-emergencies

Town Attorney – Attorney Smith shared that she would be attending the "Florida Municipal Attorney Conference" from Wednesday to Saturday. She also gave an update on the Mayor's Town Hall to discuss Amendment #3. The town hall will take place on Tuesday, July 14th at 5:00 pm, at Town Hall.

Town Manager – Town Manager Cassel provided the following updates.

- Ridge League of Cities Dinner is June 4th at 6pm @ the Tom Fellows Event Center in Davenport.
- Sunshine Law Public Records Training is June 15th @ 9am, if going please let the clerk know.
- There is a request from Polk County Schools to utilize the Dundee Community Center and have the fees waived for a date(s) in August.
- Form 1 financial statements are due by July 1st; an email was sent to you.
- We are still gathering information for the live streaming, we can have numbers to the commission before budget.
- Town Offices will be Closed on Friday, June 19th in observance of Juneteenth.
- Juneteenth Heritage Celebration: Friday, June 19th from 2pm-5pm at the Dundee Community Center. Cosponsored by CCOD FL & Town of Dundee
- Town offices will be closed on Friday, July 3rd in observance of the 4th of July holiday.
- 4th of July Annual Celebration: Saturday, July 4th from 5pm-9pm at Lake Marie.

Commissioners

Commissioner Hunt – She thanked staff, Sgt. Frese on the great job they did with the parade and made it feel safe.

Commissioner Wilson – She expressed her appreciation to Town staff for their continued dedication and hard work, stating that the Town of Dundee has the best Public Works Department in Polk County. She commended the department for its outstanding efforts during the parade and shared that, at one point, when she did not have an umbrella, Mr. Davis promptly assisted her by escorting her with one.

She also recognized Ms. Tracy, Ms. Lorraine, and Sergeant Frese for their commitment and support, emphasizing that the Town's accomplishments would not be possible without the collective efforts of staff. She concluded by stating that everyone is united in serving the residents of the Town of Dundee.

Commissioner Richardson – She thanked the residents and Town staff for attending the meeting and for their continued support and involvement in the community. She remarked that Dundee remains a community where residents can still enjoy a peaceful atmosphere, hear the birds sing, experience a relatively low crime rate, and appreciate a high quality of life. She emphasized that resident participation at Town meetings makes a meaningful difference and encouraged continued community engagement.

She inquired about the status of Glanton Park and commented on the strong community turnout for the Town's Fourth of July celebration. She also asked about the future plans for the hotel located along U.S. Highway 27, noting that its current condition has become an eyesore within the community.

Vice Mayor Hunt – He expressed his appreciation to Town staff for their continued hard work, dedication, and commitment to serving the community. He also thanked the residents for attending the meeting and for their ongoing participation and engagement in Town affairs, noting that their involvement is valued and contributes to the success of the community.

Mayor – He requested that staff look into the issues of the dog park on 8th Street.

He also provided an update on the community outreach initiative in partnership with Lighthouse Ministries. He reported that a task force has been established consisting of himself, Michelle Thompson, Pastor Louie, and Mervin Raggs. The task force is currently developing bylaws and working collaboratively with local churches to coordinate community outreach efforts.

He explained that the group's objectives include identifying individuals and families in need, establishing a centralized food distribution site at the former Chamber of Commerce building, and developing programs to address issues such as homelessness, substance abuse, and rehabilitation. He emphasized that the initiative is intended to extend beyond providing food by offering opportunities for fellowship, prayer, encouragement, education, and access to community resources and support services.

He concluded his comments by touching on the Overlay District to come in the future.

ADJOURNMENT at 9:57 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

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

If you are a person with disability who needs any accommodation 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.

DRAFT

July 10, 2026

Town of Dundee
Tracy Mercer, Utilities Special Projects Director
202 Main Street
Dundee, FL 33838

Subject: **Water Use Permitting Modification Planning and Compliance Assistance**

Project Description:

The Town of Dundee (Town) has requested that ASRus, LLC (ASRus or Consultant) provide professional consulting services related to assisting the City with Water Use Permitting (WUP) related planning for future WUP modification(s) and fulfilling the compliance requirements of the Town's current WUP. WUP No. 20005893.014 was issued to the Town on May 20, 2025, and authorizes the Town to withdraw Annual Average and Peak Month Daily quantities of 1,702,700 and 2,230,400 gpd, respectively, utilizing five (5) Upper Floridan aquifer (UFA) groundwater withdrawals located within the Town's service area. The permit was issued for 20 years with an expiration date of May 20, 2045. The Town utilized the permanent retirement of eighteen (18) agricultural WUPs within and in proximity to the Town's service area to offset the potential impact to the UFA associated with the requested increase in permitted quantities.

The Town continues to observe increasing trends in actual use directly related to the growing population within its service area. In fact, WUP No. 20005893.014 was issued based on an SWFWMD-projected 2025 population of 7,913 persons, a per capita use rate of 117 gallons per capita per day (gpcd) and a total 2025 demand of 925,800 gpd. According to the Town's 2025 Public Supply Annual Report (PSAR), reviewed and accepted by District staff, the Town's population in 2025 increased to 9,134 persons with a per capita use rate of 114 gpcd and a total 2025 water use demand of 1,050,005 gpd. Therefore, the Town's actual 2025 demand was 124,205 gpd higher than projected by the District during the WUP renewal process.

Consequently, the Town is interested in proactively planning for future modification(s) to increase their groundwater allocation as population and water use demands continue to increase within its service area and in the region. Since the Town is located with the Central Florida Water Initiative (CFWI) area and within the Southern Water Use Caution Area (SWUCA), all requested increases in UFA quantities must meet the rule criteria for both the CFWI and SWUCA. Therefore, careful planning and strategizing is necessary to ensure a smooth permitting process for future modifications.

In addition, the current permit requires certain conditions to be met during the permit term. Specifically, the Town must maintain their AAD and PMD within the current permitted quantities listed above, submit meter readings/pumpage and, in accordance with Special Condition 17, the Town is required to submit a summarized report listing the status of the water use permits that were utilized for impact offsets. The Town has requested ASRus' assistance to monitor and maintain compliance with the current permit conditions.

The Scope of Services below has been designed to provide the services and assistance requested by the Town.

Scope of Services:

Task 1.0 – Water Use Permitting Planning Assistance

ASRus will assist the Town by providing water use permitting related consulting and planning services that include but is not limited to the following:

1.1 The Consultant will review the SWFWMD 2026 population and water use demand projections to estimate potential increases in water demands that may be permittable.

1.2 The Consultant will coordinate with Town staff to identify whether the Town needs to develop their own population and water use projections to support future WUP modification or rely on the District's projections. The Town may also be able to provide additional information to the District to update their population and demand projections.

1.3 The Consultant will compile and quantify historical wastewater flows delivered to the Town's Rapid Infiltration Basins (RIBs) that may be utilized to offset potential impacts to Stressed Lakes, Minimum Flow and Level (MFL) Lakes and wetlands.

1.4 The Consultant will conduct preliminary groundwater flow modeling using the East-Central Florida Transient Expanded (ECFTX) groundwater flow model to estimate the amount of additional groundwater that may be available if the City's RIBs are used as an aquifer recharge project to offset potential impacts to stressed lakes and provide a Net Benefit to impacted MFLs as required by District SWUCA rules.

1.5 The Consultant will compile the Town's 2026 building permit and Certificate of Occupancy (CO) information to document the Town's increasing water use demands and monitor the Town's growth.

1.6 The Consultant will update the Town's Land Use Transition (LUT) program as directed by Town staff. This may include conducting preliminary actual use analysis to determine the quantities that may be used to provide the groundwater offsets and Net Benefit required by CFWI and SWUCA rules. The Consultant will analyze up to five (5) additional LUT WUPs. Additional WUPs may be included as additional services.

1.7 The Consultant will coordinate with the Polk Regional Water Cooperative (PRWC) as directed by Town staff to coordinate demand projections and identify potential SW Wellfield water delivery date(s).

1.8 The Consultant will compile and summarize the findings of Subtask 1.1 to 1.7 and provide the Consultant's recommendations into a concise report that may be used to plan the Town's next WUP modification.

Task 2.0 – Water Use Permitting Compliance Assistance

ASRus will also assist the City by providing water use permitting related compliance services that include but are not limited to the following:

2.1 The Consultant will conduct monthly WUP pumpage compliance checks for 12 months that will include utilizing the Town's submitted pumpage to the SWFWMD to develop and provide a monthly Pumpage Compliance Analysis to ensure that the Town stays within its permitted AAD and PMD quantities. Any potential overpumpage or errant pumpage values will be identified and the Town immediately notified.

2.2 The Consultant will conduct a review of the District's Electronic Permit Information Center (ePIC) to identify overdue or missing WUP compliance items. The Town will need to authorize the Consultant to access its information on ePIC to complete this task.

2.3 The Consultant will compile the necessary information and develop a Land Use Transition (LUT) summary report as required by Special Condition 17. The report will include the following information:

- Background information regarding each permit and its use to offset the Town's predicted impact associated with WUP No. 20005893.014.
- The Letter of Intent for each WUP that was provided in the Town's WUP renewal application.
- Status update for all eighteen (18) WUPs listed in SC 17 that were used to offset impacts related to the increased UFA quantities permitted as part of the Town's renewal permit issued on May 20, 2025.
- Compile and provide the Well Abandonment Permits and Grouting/Abandonment Forms for all wells associated with the eighteen (18) WUPs listed in SC 17.
- Compile and provide documentation that the WUPs listed in SC 17 have been properly cancelled as required.

Schedule and Fee for Tasks:

Professional services for Tasks 1 and 2 in this scope of services will be provided for a Lump Sum fee of **$27,240.00** and invoiced monthly on a percent complete basis. The budgeted amount will not be exceeded without written authorization from the Authority.

Sincerely,

Joe Haber, PG | Vice President | Principal Hydrogeologist
ASRus, LLC

This instrument prepared by and return to:
Name: Edward P. de la Parte, Jr., Esquire
de la Parte Gilbert McNamara & Caldevilla, P.A.
101 East Kennedy Boulevard, Suite 3100
Tampa, Florida 33602

INGRESS AND EGRESS EASEMENT

THIS INGRESS AND EGRESS EASEMENT, made this _____ day of _____, 2026, between **THE TOWN OF DUNDEE**, a Florida municipal corporation, 202 East Main Street, Dundee, Florida 33838, the owner(s) of the property, hereinafter referred to as Grantor(s), in consideration of the sum of One Dollar and other valuable considerations in hand paid, do hereby give and grant unto the **POLK REGIONAL WATER COOPERATIVE**, hereinafter referred to as Grantee, a nonexclusive perpetual ingress and egress easement.

The nature, terms and duration of the nonexclusive perpetual ingress and egress easement (the "Easement") which the Polk Regional Water Cooperative ("PRWC") acquires from the property owners/interest holders ("Owner") of the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"
(the "Easement Area")

1. The Easement interests and rights acquired by PRWC are the perpetual right, privilege and authority of ingress and egress, and vehicular and pedestrian access, in and over the Easement Area for the purpose of providing PRWC access to the Owner's northerly adjoining portions of the property in order to install, operate, and maintain facilities upon that land in accordance with a separate utility easement the Owner is concurrently granting to PRWC, and subject to existing easements of record.

2. PRWC shall be responsible for the routine maintenance and repairs of the Easement Area as needed from PRWC's use of those lands so it remains in a serviceable condition for use by the Owner and PRWC.

3. If PRWC damages the Owner's land, equipment, facilities, or any improvements when accessing and using the Easement Area, then, PRWC shall either repair or replace the damaged real property and personal property to the same or substantially similar conditions

which existed prior to such damage with the damaged property being restored to the same, like, or better quality and at their original locations or as near as is reasonably practicable thereto, all to the reasonable satisfaction of the Owner.

4. The Owner retains the right to use the Easement Area subject to noninterference with PRWC's easement rights. PRWC shall have the right to use the Easement Area subject to noninterference with the Owner's rights as the fee owner of the Easement Area.

5. Damages to the Easement Area and any improvements, facilities or personal property which are caused by PRWC shall be repaired within a reasonable time by PRWC.

6. Should PRWC not repair the Easement Area within a reasonable time as set forth in Paragraph 5, the Owner may repair the Easement Area after providing PRWC notice that the Owner will undertake the repair because PRWC has not timely begun the required repair. If the Owner repairs the damage, then PRWC shall pay the Owner all reasonable costs the Owner incurs to do so.

7. In the event PRWC performs emergency-related repairs, unscheduled facility adjustment activities, or scheduled improvement projects within the Easement Area, PRWC shall be responsible for restoring the disturbed portions of the Easement Area in as good or better condition than existed prior to the disturbance activity by PRWC, and to the satisfaction of the Owner.

8. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. PRWC shall indemnify and hold the Owner, and its officers, agents, employees, and invitees harmless from any injuries, liability, loss, or damage suffered as a result of PRWC's use of the Easement Area.

10. It is expressly understood and agreed that the Easement granted herein shall not be construed or used as a public easement or a public right-of-way, but is expressly limited to use by PRWC and any successor organization thereto, to provide PRWC access to the northerly adjoining portions of the property so it can install, operate, and maintain PRWC facilities upon that land in accordance with a separate utility easement the Owner has concurrently granted to PRWC.

11. PRWC, in the exercise of its rights hereunder, shall permit no action, activity, or course of conduct by its contractors, agents, representatives, employees, guests, invitees, or licensees that would be detrimental, hazardous, or unduly restrictive to the Owner's joint use of the Easement Area. Likewise, the Owner, in the exercise of its ownership rights, shall not permit any action, activity, or course of conduct by its contractors, agents, representatives, employees, guests, invitees, or licensees that would be detrimental, hazardous, or unduly restrictive to the rights granted herein to PRWC.

12. In the event there is a breach of any of the covenants, conditions, or agreements contained herein, the Owner and PRWC shall first meet and attempt to resolve the breach. If they are not able to resolve the dispute, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise, prior to commencing any legal action or proceeding they shall submit the dispute to non-binding mediation conducted by a mutually agreeable mediator, sharing the cost of mediation equally. Should the mediator declare an impasse and a lawsuit or other action is brought to remedy, restrain or otherwise seek redress of such breach, reasonable attorneys' fees and court costs shall be awarded to the prevailing party in addition to any damages that may be awarded. Among other matters the parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Florida Statutes, Chapter 164.

13. This Easement shall be governed under the laws of the State of Florida, with venue for any action being the Circuit Court for the State of Florida's 10th Judicial Circuit, Polk County, Florida, or the Federal District Court for the Middle District of Florida, Tampa Division.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging to or otherwise appertaining to that real property, unto the Grantee, its successors and assigns;

IN WITNESS WHEREOF, the Grantor(s) have hereunto set hand(s) and seal this _____ day of _____, 2026, at Dundee, Polk County, Florida.

Signed, sealed and delivered in the presence of:

The Town of Dundee, Florida

By:_____
Joe Garrison, Mayor

Attest:

_____
Erica Anderson, Town Clerk

Approved as to Form:

_____
Markeishia Smith, Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____ 2026, by Joe Garrison, Mayor, on behalf of the Town of Dundee, who [_] is personally known to me or [_] has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public

_____
Print Name

My Commission Expires _____

EXHIBIT "A"

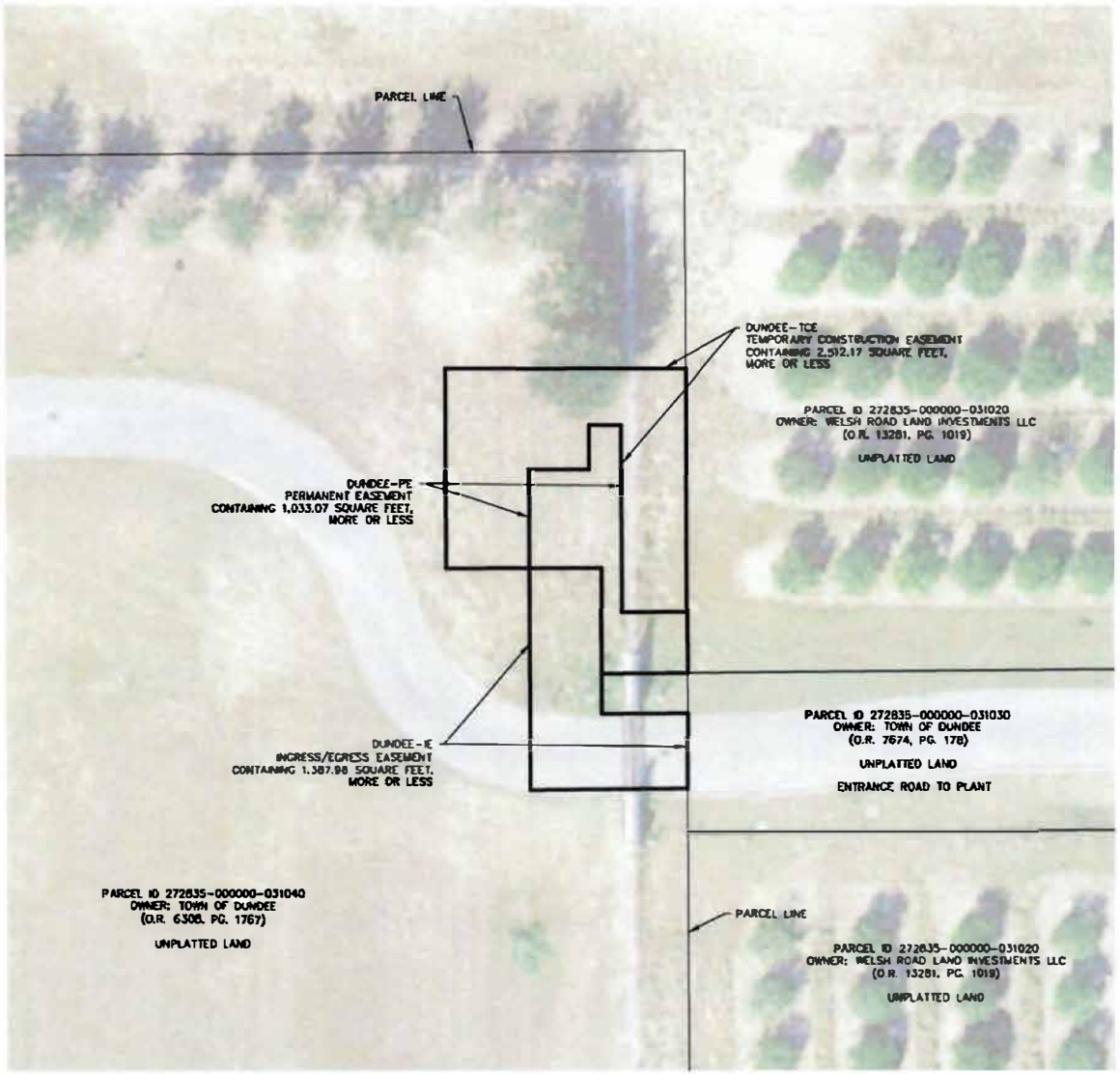
PARCEL DUNDEE-IE

INGRESS AND EGRESS EASEMENT

Town of Dundee to Polk Regional Water Cooperative

(Parcel Map and Legal Description)

EXHIBIT



GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 feet

	CHASTAIN-SKILLMAN, LLC 288 EAST ORANGE STREET SUITE 0110 LAKELAND FL 33801-4611 (888) 846-1408	ChastainSkillman DCCM	POLK REGIONAL WATER COOPERATIVE DUNDEE METERING STATION EXHIBIT	FIELD BY: N/A DATE: 05/07/2026 FIELD BOOK & PAGE: N/A	CS PROJECT NUMBER: 8825.03 PARCEL NUMBER: DUNDEE SHEET NUMBER: V-01

DESCRIPTION
DUNDEE–IE

DESCRIPTION:

A parcel of land being a portion of the parcel described in Official Records Book 6308, Pages 1767 through 1768, Public Records of Polk County, Florida, located in 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 the Northeast 1/4 of the Northwest 1/4 of said Section 35; thence South 00°06'46" East, along the East line of said Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4, a distance of 139.86 feet to the POINT OF BEGINNING; thence continue South 00°06'46" East, along said East line of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4, a distance of 19.00 feet; thence South 89°31'40" West, 39.00 feet; thence North 00°06'46" West, 55.00 feet; thence North 89°53'14" East, 18.00 feet; thence South 00°06'46" East, 35.89 feet; thence North 89°31'40" East, 21.00 feet to the POINT OF BEGINNING.

Said parcel contains 1,387.98 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

JEFFREY P. AMMERMANN License Number 7388 STATE OF FLORIDA Professional Surveyor and Mapper

Jeffrey P Ammermann

Digitally signed by Jeffrey P Ammermann
Date: 2026.05.15 11:24:30 -04'00'

JEFFREY P. AMMERMANN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR DESCRIPTION SKETCH, SURVEYOR'S NOTES, AND LEGEND.

PREPARED BY: CHASTAIN–SKILLMAN, LLC – 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 – (888) 646–1402 – LB 262			CS PROJECT: 8825.03
			DUNDEE–IE
DRAWN BY: S. CHILDS	FIELD BOOK: N/A PAGE: N/A	DATE: 05/15/2026	SHEET NO. V–01

C:\Users\jammermann\Chastain-Skillman, LLC\882503 - SCG - 2025-07-02 - DUNDEE METERING STATIONS\CAD\Survey\KEY SHEET 1_METERING STATIONS\CAD\882503-SCG-2025-07-02-DUNDEE METERING.dwg DUNDEE-IE May 15, 2026 11:17am by: jammermann

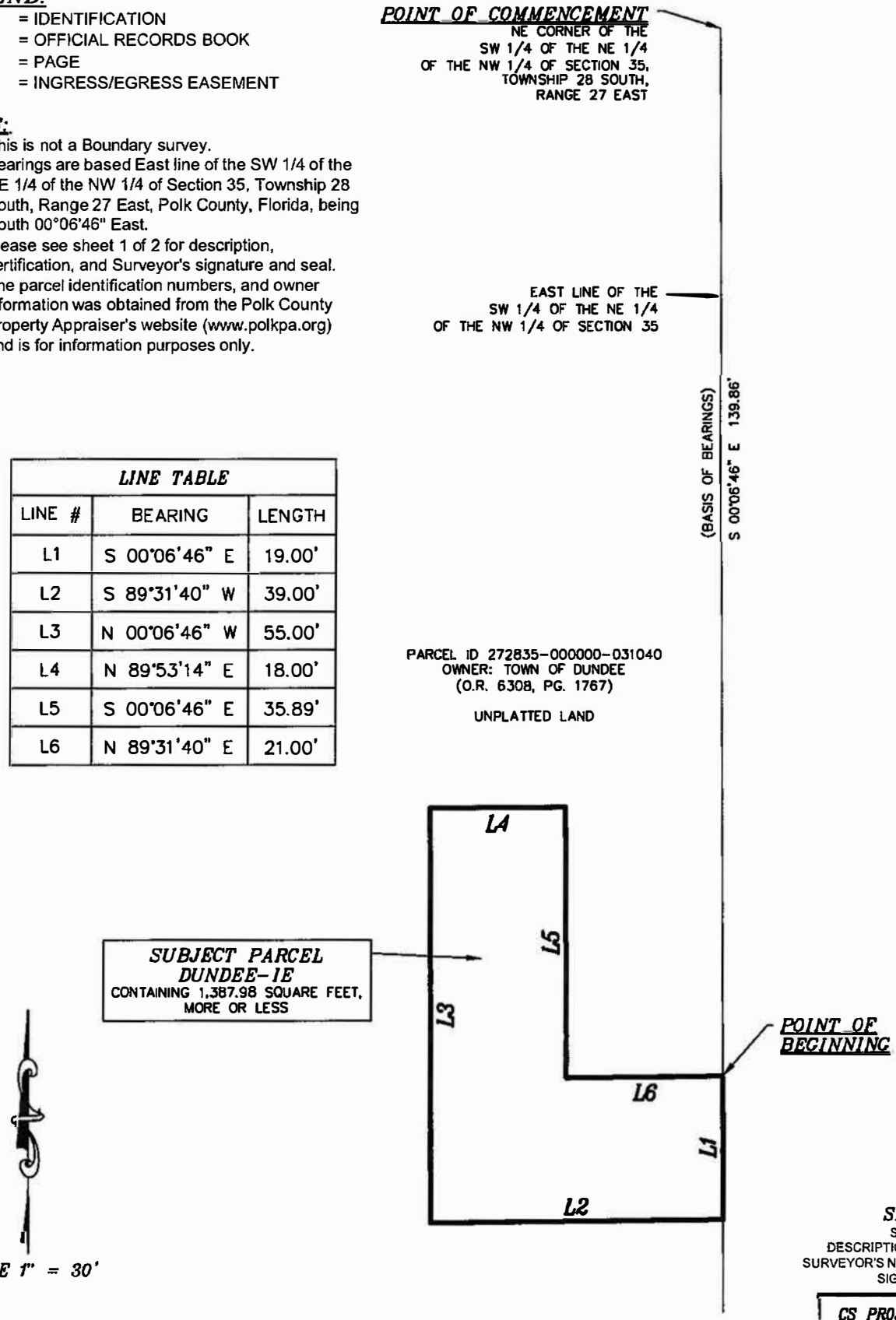
DESCRIPTION SKETCH
DUNDEE–IE

LEGEND:

ID = IDENTIFICATION
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
IE = INGRESS/EGRESS EASEMENT

NOTES:

1) This is not a Boundary survey.
2) Bearings are based East line of the SW 1/4 of the NE 1/4 of the NW 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida, being South 00°06'46" East.
3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
4) The parcel identification numbers, and owner information was obtained from the Polk County Property Appraiser's website (www.polkpa.org) and is for information purposes only.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°06'46" E	19.00'
L2	S 89°31'40" W	39.00'
L3	N 00°06'46" W	55.00'
L4	N 89°53'14" E	18.00'
L5	S 00°06'46" E	35.89'
L6	N 89°31'40" E	21.00'

SCALE 1" = 30'

SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR DESCRIPTION, CERTIFICATION, SURVEYOR'S NOTES, SURVEYOR'S SIGNATURE AND SEAL.

PREPARED BY: CHASTAIN–SKILLMAN, LLC – 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 – (888) 646–1402 – LB 262

CS PROJECT: 8825.03
DUNDEE–IE
SHEET NO. V–02

DRAWN BY: S. CHILDS | FIELD BOOK: N/A PAGE: N/A | DATE: 05/15/2026

82503\CAD\Survey\KEY SHEET 1_METERING STATIONS\CAD\882503-SCC-2025-07-02-DUNDEE METERING.dwg DUNDEE-IE (2) May 15, 2026 11:17am by: jammermann

CONSTRUCTION AGREEMENT
FY 2025-2026 ROAD RESURFACING PROJECT
IFB 26-01 - PUBLIC CONSTRUCTION PROJECT

THIS CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature below (the "Effective Date") by and between **H & S INVESTMENT GROUP OF CENTRAL FLORIDA, L.L.C.**, a Florida limited liability company doing business as AAA Top Quality Asphalt, whose mailing address is P.O. Box 1564, Winter Haven, Florida 33882 (the "VENDOR"), and the **TOWN OF DUNDEE, FLORIDA**, a Florida municipal corporation, whose mailing address is 202 East Main Street, P.O. Box 1000, Dundee, Florida 33838 (the "TOWN"). The VENDOR and TOWN may each be referred to as a "Party" and collectively as the "Parties."

FACTUAL RECITALS

WHEREAS, the TOWN issued a formal competitive sealed solicitation identified as FY 2025-2026 Road Resurfacing Project, IFB 26-01, pursuant to Section 2-159(2) of the Code of Ordinances of the Town of Dundee, Florida, for milling, resurfacing, pavement marking, traffic control, restoration, and related work on portions of Garrison Avenue, Melina Avenue, Elinor Avenue, and Grace Avenue in Dundee, Florida (the "Project"); and

WHEREAS, the solicitation contemplated award to the lowest responsive and responsible bidder whose bid was determined to meet the requirements of IFB 26-01 and serve the best interests of the TOWN; and

WHEREAS, the VENDOR submitted a signed bid and proposal dated June 23, 2026, proposing to perform the Project for the fixed lump-sum amount of One Hundred Eight Thousand Six Hundred Fifty-Five Dollars and Zero Cents ($108,655.00); and

WHEREAS, the VENDOR's bid form allocated the Contract Sum as follows: milling and cleaning, $20,230.00; maintenance of traffic and signage, $1,200.00; tack coat, $1,495.00; and paving and striping, $85,730.00; and

WHEREAS, on July 7, 2026, at a duly noticed public meeting, the Town Commission authorized the TOWN to enter into an agreement with the VENDOR for the Project in an amount not to exceed $108,655.00, subject to execution of a written agreement and satisfaction of all applicable procurement, bonding, insurance, technical, and legal requirements; and

WHEREAS, the VENDOR represents that it is properly organized, authorized to transact business in Florida, licensed and qualified to perform the Work, and able to furnish all labor, supervision, materials, equipment, permits, bonds, insurance, documentation, and services required by the Contract Documents; and

WHEREAS, the VENDOR has reviewed the Project locations, the TOWN's IFB documents, its own bid and proposal, and the conditions reasonably ascertainable at the Project Site, and agrees that the Contract Sum includes all costs necessary to complete the depicted Project except only changes approved through a written Change Order; and

WHEREAS, the TOWN's estimated roadway quantities and the VENDOR's measured proposal quantities are approximate, and the Parties intend the Contract Sum to be a fixed lump sum for complete performance on the four road segments shown in the accepted proposal maps rather than compensation based on exact measured quantities; and

WHEREAS, the VENDOR acknowledges that its proposal contains qualifications, exclusions, withdrawal language, price-review language, payment provisions, warranty limitations, and other terms that are not accepted except to the limited extent expressly stated in this Agreement; and

WHEREAS, VENDOR agrees and represents that it will furnish all labor, materials, equipment, supervision, traffic control, permits, bonds, insurance, quality-control documentation, cleanup, restoration, and incidental work necessary to perform and complete the Project; and

WHEREAS, TOWN has found that the VENDOR possesses the qualifications necessary to satisfactorily perform the Work contemplated in this Agreement; and

WHEREAS, VENDOR and TOWN acknowledge and represent that the provisions set forth in this Agreement are reasonable and supported by adequate and legal consideration; and

WHEREAS, entry into this Agreement serves a valid municipal purpose and promotes the health, safety, mobility, accessibility, and welfare of the residents of the Town of Dundee.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein, the Contract Sum, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the TOWN and the VENDOR agree as follows:

I. INCORPORATION OF RECITALS

The foregoing recitals are incorporated into this Agreement as true and correct statements forming the factual and material basis for the Parties' entry into this Agreement. If a recital conflicts with an operative provision of this Agreement, the operative provision controls. The Contract Documents identified below are incorporated by reference and shall be read together as one integrated agreement.

II. DEFINITIONS

Words used in this Agreement have their ordinary meanings unless otherwise defined.

a. "Agreement" means this Construction Agreement and its incorporated Contract Documents.

b. "Business Day" means a day other than Saturday, Sunday, or a holiday observed by the TOWN.

c. "Change Order" means a written instrument signed by the VENDOR and an authorized TOWN representative that changes the Work, Contract Sum, or Contract Time. A Change Order exceeding delegated authority is effective only after approval by the Town Commission.

d. "Contract Documents" means this Agreement; IFB 26-01; the TOWN's Work Scope, Work Summary, General Provisions, specifications, plans, maps, and addenda; the VENDOR's signed bid form and only the accepted technical, price, quantity, layout, and preliminary schedule portions of its proposal; Exhibit B; the payment and performance bond, insurance documents, approved submittals, Notice to Proceed, written amendments, and Change Orders. Conflicting VENDOR terms are governed by Article XVI.

e. "Contract Sum" means $108,655.00, as lawfully adjusted by a written Change Order.

f. "Contract Time" means the period beginning on the commencement date stated in the Notice to Proceed and ending at Final Completion, which shall occur within sixty (60) Business Days unless extended by Change Order.

g. "Final Completion" means completion and written acceptance of all Work, punch-list items, testing and inspection requirements, permit closeout, restoration, final cleaning, delivery of warranties and releases, and all other closeout obligations.

h. "Services" or "Work" means everything required to provide the complete Project in accordance with the Contract Documents.

i. "Subcontractor" includes every person or entity furnishing labor, materials, equipment, or services through the VENDOR at any tier.

j. "Day" means calendar day unless this Agreement specifically states Business Day.

k. "Effective Date" means the date on which this Agreement is last executed by the TOWN or its authorized representative.

III. SCOPE OF WORK AND BONDING

The VENDOR shall furnish all labor, supervision, materials, asphalt, tack coat, equipment, transportation, tools, permits, temporary measures, traffic and pedestrian control, erosion control, quality-control support, cleanup, restoration, documentation, warranties, and incidental work necessary to complete the Project in strict accordance with the Contract Documents.

The Work includes, without limitation: roadway preparation; ordinary grading and removal of foreign or deleterious materials; scratch milling and power sweeping approximately 6,217 square yards of existing asphalt; delivery of all recovered milling material to the TOWN's Public Works facility at 1500 Race Road, Dundee, Florida 33838; application of tack coat; installation of an approximately one-and-one-half-inch lift of SP-9.5 hot-mix asphalt, with a maximum forty-percent reclaimed asphalt pavement content as accepted in the VENDOR's proposal; rolling and compaction to proper density; layout and application of pavement markings using FDOT-certified traffic paint; re-striping five (5) twenty-four-inch stop bars; final cleaning; restoration and fine grading of disturbed right-of-way; sodding of disturbed areas outside the roadway footprint; and all related work necessary for a complete and serviceable Project.

The Project consists of the portions of Garrison Avenue, Melina Avenue, Elinor Avenue, and Grace Avenue shown on the proposal maps incorporated in Exhibit A. The accepted proposal identifies approximate quantities of 1,395 square yards on Garrison Avenue, 1,243 square yards on Melina Avenue, 1,202 square yards on Elinor Avenue, and 2,377 square yards on Grace Avenue. These quantities are estimates. The Contract Sum is for complete performance on the depicted segments and is not subject to increase or decrease because of ordinary measurement differences, yield, waste, material ordering, or other quantity variances reasonably necessary to complete those segments.

Before beginning field Work, the VENDOR shall submit a temporary traffic-control and maintenance-of-traffic plan addressing vehicular traffic, pedestrian access, emergency access, barricades, warning devices, equipment staging, and restoration of access. The plan must be approved by the TOWN before Work begins, but approval does not transfer safety responsibility from the VENDOR. The VENDOR shall not use or store equipment on private property without the property owner's prior written permission, shall not block private driveways, and shall protect and repair damage to curbs, mailboxes, yards, trees, signs, utilities, and other public or private property caused by its operations.

The TOWN will raise or adjust water-valve covers and manholes to the extent stated in the IFB documents. The VENDOR shall coordinate the timing of that work and shall not pave over or damage utilities or appurtenances. The VENDOR is responsible for locating and securing lawful staging areas and for obtaining any construction water meter required for water used on the Project.

Before beginning Work, and within twenty-five (25) calendar days after receipt of written notice of award unless the TOWN grants a written extension, the VENDOR shall deliver payment and performance bonds, either combined or separate, each securing one hundred percent (100%) of the Contract Sum. The bonds shall comply with the IFB bonding qualifications and Section 255.05, Florida Statutes; name the TOWN as obligee; identify IFB 26-01 and the Project; be issued by a surety authorized to do business in Florida and acceptable to the TOWN; include a current authenticated power of attorney; and be recorded in the public records of Polk County. A certified copy of each recorded bond and the power of attorney must be provided before the Notice to Proceed is issued or any payment is made.

IV. COMPENSATION

The TOWN shall pay the VENDOR the fixed lump-sum Contract Sum of One Hundred Eight Thousand Six Hundred Fifty-Five Dollars and Zero Cents ($108,655.00) for complete and satisfactory performance of the Work. The Contract

Sum includes all labor, payroll costs, materials, asphalt, tack coat, paint, equipment, fuel, hauling, delivery of millings, disposal of other debris, mobilization and remobilization, permits and fees, bonds, insurance, supervision, traffic and pedestrian control, erosion control, ordinary roadway preparation, quality control, required submittals, cleanup, restoration, overhead, profit, taxes not lawfully exempted, warranty obligations, and incidental costs required by the Contract Documents.

The Contract Sum shall not increase because of changes in petroleum, asphalt, fuel, labor, material, transportation, supplier, Subcontractor, or market costs; inflation; ordinary shortages; the VENDOR's estimating or measurement error; or quantities reasonably necessary to complete the depicted Project. Any adjustment requires a written Change Order. No invoice, proposal note, notice to owner, field discussion, email, or unilateral contractor document changes the Contract Sum or creates an obligation for additional payment.

The VENDOR may submit proper payment requests to the Town of Dundee Finance Department, Accounts Payable, 202 East Main Street, P.O. Box 1000, Dundee, Florida 33838, unless the TOWN designates another method in writing. Each request shall identify the Project and IFB number; state the original and adjusted Contract Sum, approved Change Orders, prior payments, current amount requested, and remaining balance; describe completed Work; and include supporting delivery tickets, material certifications, inspection or testing records, releases, and other documentation reasonably required by the Contract Documents.

Proper payment requests shall be reviewed, rejected, or paid in accordance with the Florida Local Government Prompt Payment Act. The TOWN shall timely pay undisputed amounts and may withhold only amounts reasonably necessary for incomplete or defective Work, failed tests, property damage, unpaid labor or suppliers, missing closeout documents, unapproved changes, bond or insurance deficiencies, or another good-faith dispute. The VENDOR shall timely pay Subcontractors and suppliers as required by law and shall protect the TOWN from claims against the statutory payment bond.

Final payment is conditioned upon Final Completion; correction of punch-list items; final inspection; permit closeout; delivery of warranties, releases, and surety consent when required; evidence that Subcontractors and suppliers have been paid; final cleaning; and all other closeout documents. Payment, inspection, use, or occupancy does not constitute acceptance of defective or incomplete Work. The TOWN's payment obligations remain subject to lawful appropriation, but this provision does not permit the TOWN to withhold payment for properly authorized, completed, and accepted Work contrary to applicable law.

If the TOWN elects to make direct purchases for lawful sales-tax savings, the VENDOR shall cooperate, the Contract Sum shall be reduced by the amount included for the purchased materials and related tax or markup, and the VENDOR shall remain responsible for coordination, delivery, storage, installation, protection, and warranty.

V. TERM OF AGREEMENT AND BINDING EFFECT

This Agreement begins on the Effective Date and continues until Final Completion and satisfaction of all obligations, unless earlier terminated in accordance with Article VIII. Execution of this Agreement does not authorize commencement of Work. The VENDOR may begin only after receipt of the TOWN's written Notice to Proceed and satisfaction of all preconstruction conditions. The terms of this Agreement bind the Parties and their lawful successors and permitted assigns. Omission of an applicable legal, permit, code, or regulatory requirement does not excuse compliance. For purposes of this Agreement, "applicable law" includes the Town of Dundee Charter, Code of Ordinances, Land Development Code, and all applicable federal, state, county, and municipal statutes, laws, rules, regulations, ordinances, resolutions, codes, permit requirements, and lawful directives.

VI. NOTICES

Formal notices shall be in writing and delivered by personal delivery, nationally recognized overnight courier, or United States certified mail, return receipt requested. Email may be used as a courtesy copy but does not alone

constitute formal notice unless receipt is expressly acknowledged in writing. Notice is effective upon personal delivery, recorded courier delivery, delivery or refusal shown by the certified-mail record, or written acknowledgment of receipt.

A. If to the TOWN: Kenneth Cassel
Town Manager
Town of Dundee
202 E. Main Street
Dundee, FL 33838

With copies to: *(shall not constitute notice)*
Markeishia L. Smith, P.A.
Town Attorney
408 S 10th Street
Haines City, FL 33844

B. VENDOR: Steve Kelton, Project Manager
Registered Agent
H & S Investment Group of Central Florida, L.L.C., d/b/a AAA Top Quality Asphalt
PO Box 1564
Winter Haven, Florida 33882

Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed. Either Party may change its notice address by formal notice given under this Article.

VII. MODIFICATION OF AGREEMENT

This Agreement may be modified only by a written amendment or Change Order signed by the VENDOR and an authorized TOWN representative. A Change Order exceeding delegated authority is not effective unless approved by the Town Commission. Oral statements, field conversations, meeting discussions, emails, invoices, shop drawings, submittals, payment, silence, notice-to-owner documents, or course of performance do not modify the Contract Sum, Contract Time, scope, warranty, or legal requirements.

The TOWN may issue written interpretations and minor clarifications consistent with the existing scope that do not materially change price or time. If the VENDOR believes a direction is a compensable change, it must provide written notice before performing the disputed Work, identify the cost and schedule effect, and obtain a Change Order. Except for emergency Work necessary to protect persons or property, the VENDOR waives additional compensation or time for Work performed without the written notice and authorization required by this Article. Changes caused by defective Work, improper methods, lack of coordination, or another act or omission of the VENDOR do not entitle it to additional time or compensation.

VIII. PERFORMANCE AND TERMINATION

Time is of the essence. The VENDOR shall diligently prosecute the Work and achieve Final Completion within sixty (60) Business Days after the commencement date stated in the Notice to Proceed. The VENDOR's preliminary three-working-day field sequence is a planning estimate only and does not reduce its obligation to coordinate, complete punch-list and closeout requirements, or meet the Contract Time.

At least five (5) Business Days before beginning field Work, the VENDOR shall provide a construction schedule; temporary traffic-control and pedestrian-access plan; list of Subcontractors and suppliers; superintendent and emergency contacts; permits; asphalt-mix and material submittals; insurance documents and endorsements; recorded payment and performance bonds; and other preconstruction documents required by the TOWN. The VENDOR shall

coordinate with TOWN operations, utilities, residents, emergency services, and adjoining properties, and shall promptly update the schedule when progress materially changes.

The VENDOR is solely responsible for construction means, methods, sequencing, supervision, safety, utility locates, protection of persons and property, staging, equipment, and the acts and omissions of all Subcontractors and suppliers. The VENDOR shall provide a qualified superintendent authorized to act on its behalf while Work is performed. The TOWN and its engineer, inspectors, and other authorized representatives may inspect the Work and records at reasonable times. Work covered without a required inspection may be uncovered or reconstructed at the VENDOR's expense.

The VENDOR shall provide asphalt delivery tickets, mix information, material certifications, compaction and thickness verification, and other quality-control records reasonably requested. The TOWN may obtain independent testing. The TOWN may pay for an initial independent test when the Contract Documents do not assign that test to the VENDOR, but the VENDOR shall pay for retesting, testing of corrective Work, or testing that establishes nonconformance. The VENDOR shall promptly remove, repair, or replace defective Work and restore affected property at no additional cost. Inspection, testing, approval, use, or payment does not relieve the VENDOR of responsibility.

A delay may justify an extension only when it is beyond the reasonable control of the VENDOR; was not caused or contributed to by the VENDOR, its Subcontractors, or suppliers; materially affects the critical path; could not reasonably have been avoided or mitigated; and is supported by written notice within ten (10) calendar days after the

VENDOR knew or should have known of the delay. Normal seasonal weather, price increases, financial difficulty, equipment breakdown, lack of personnel, untimely material orders, missing permits or documents, and correction of defective Work are not excusable delays. An extension of time is the sole remedy for excusable delay unless the TOWN expressly approves compensation in a Change Order.

The TOWN may suspend all or part of the Work to protect safety or property, address defective Work or legal noncompliance, obtain inspection, coordinate public operations or utilities, or protect the TOWN's interests. A suspension caused by the VENDOR does not entitle it to additional time or compensation.

The TOWN may terminate this Agreement for cause if the VENDOR abandons or fails to diligently prosecute the Work; fails to meet the Contract Time; performs defective or nonconforming Work; fails to pay laborers, Subcontractors, or suppliers; fails to maintain required bonds, insurance, permits, licenses, or legal eligibility; submits materially false records; violates public-records, E-Verify, safety, or other legal requirements; assigns the Agreement without consent; or otherwise materially breaches the Contract Documents. Except when immediate action is required for safety, abandonment, fraud, loss of license or insurance, debarment, E-Verify, or another urgent condition, the TOWN shall provide written notice and seven (7) calendar days to cure or begin a diligent cure acceptable to the TOWN.

Upon default, the TOWN may suspend the Work, withhold payment, reject or correct defective Work, demand performance from the surety, terminate the VENDOR's right to proceed, complete the Work through another source, take possession of TOWN-owned or paid-for Project materials and records, recover excess completion, inspection, testing, administrative, and other legally recoverable costs, offset amounts due, and exercise any cumulative remedy under the Contract Documents or law. If a termination for cause is later determined improper, it shall be treated as a termination for convenience.

The TOWN may terminate all or part of this Agreement for convenience upon ten (10) calendar days' written notice. The VENDOR shall stop the terminated Work, protect the Project, terminate affected subcontracts as directed, deliver Project records and materials, and cooperate in an orderly transition. Compensation is limited to conforming Work completed and accepted before termination, approved materials the TOWN elects to accept, and reasonable

documented demobilization and closeout costs. The VENDOR is not entitled to anticipated profit on unperformed Work, lost opportunity, consequential damages, or amounts exceeding the unpaid Contract Sum. The VENDOR may suspend or terminate only for the TOWN's failure to pay an undisputed amount after written notice and a thirty (30) calendar-day opportunity to cure, and may not suspend because of a good-faith dispute or unapproved change request.

All Work, materials, and workmanship are warranted for at least one (1) calendar year from written final acceptance. The VENDOR shall correct warranty Work within a reasonable period directed by the TOWN and shall respond immediately to conditions threatening safety, access, drainage, property, or continued deterioration. The VENDOR's asphalt-curing notice is informational only and does not reduce the warranty, excuse nonconforming materials or workmanship, or alter the TOWN's acceptance rights. If the VENDOR fails to respond, the TOWN may correct the condition and recover the cost from the VENDOR, bond, insurance, or amounts otherwise due. The warranty does not limit responsibility for latent defects, fraud, longer manufacturer warranties, indemnification, bond obligations, or other rights surviving final payment.

IX. VENDOR INDEMNIFICATION AND INSURANCE

To the fullest extent permitted by law, the VENDOR shall indemnify, defend, and hold harmless the TOWN and its elected officials, officers, employees, agents, and authorized representatives from claims, liabilities, damages, losses, fines, penalties, assessments, judgments, and reasonable attorneys' fees and litigation costs to the extent caused by the negligent, reckless, grossly negligent, intentionally wrongful, or contractually noncompliant act or omission of the VENDOR or any person employed or utilized by it; defective Work; bodily injury, death, or property damage arising from the VENDOR's operations; failure to comply with law; nonpayment of laborers, Subcontractors, or suppliers; damage to public or private property; hazardous substances introduced by the VENDOR; or infringement arising from materials or methods selected by the VENDOR. This obligation does not require indemnification for liability caused solely by the TOWN's negligence or intentional wrongdoing and shall be construed consistently with Section 725.06, Florida Statutes. Insurance does not limit indemnity, and this Article survives completion and termination.

At its expense, the VENDOR shall maintain throughout performance: workers' compensation insurance as required by law; employers' liability of not less than $500,000 per accident, $500,000 policy limit for disease, and $500,000 per employee for disease; commercial general liability on an occurrence basis of not less than $1,000,000 per occurrence, $1,000,000 general aggregate, $1,000,000 products-completed operations aggregate, and $1,000,000 personal and advertising injury; and automobile liability covering owned, hired, and non-owned vehicles of not less than $1,000,000 combined single limit per occurrence.

The TOWN, its elected officials, officers, employees, and agents shall be additional insureds for ongoing and completed operations on the commercial general liability and automobile liability policies, with coverage primary and noncontributory. The VENDOR shall provide certificates and actual endorsements, including additional-insured, primary-and-noncontributory, and waiver-of-subrogation endorsements as required by the IFB and commercially available, before the Notice to Proceed. Coverage shall remain in force throughout the Work, and completed-operations coverage shall remain through the warranty period. The VENDOR remains responsible for deductibles, self-insured retentions, and uninsured or underinsured acts of Subcontractors.

The VENDOR shall independently notify the TOWN in writing within two (2) Business Days after learning of cancellation, nonrenewal, lapse, or material reduction of required coverage and shall provide renewal or replacement evidence before expiration. Upon ten (10) days' written request, the VENDOR shall deliver copies of required policies. Failure to maintain acceptable insurance is a material breach and grounds for suspension or termination.

X. STATE LAW COMPLIANCE

The VENDOR shall comply with all applicable Florida statutory requirements and shall execute or maintain the certifications and affidavits required by the solicitation and law. These include compliance with Section 448.095, Florida Statutes, requiring the VENDOR and every Subcontractor to register with and use E-Verify and requiring each Subcontractor to provide the statutory affidavit regarding unauthorized aliens; Section 787.06(14), Florida Statutes,

concerning the human-trafficking affidavit; Section 287.133, Florida Statutes, concerning public entity crimes and the convicted vendor list; Section 287.135, Florida Statutes, concerning scrutinized companies and boycotts of Israel to the extent applicable; Section 287.138, Florida Statutes, if the scope permits access to personal identifying information; and all other certifications contained in the Contract Documents. The VENDOR shall promptly notify the TOWN if a representation becomes inaccurate. A false certification or statutory violation is a material breach and may require termination.

The VENDOR acknowledges that the TOWN did not request, consider, or grant a preference based on the VENDOR's social, political, or ideological interests. The VENDOR shall maintain a drug-free workplace consistent with its bid certification; shall not unlawfully collude in connection with the procurement; shall not offer gifts, gratuities, kickbacks, or things of value to influence award or administration; and shall disclose actual or apparent conflicts of interest.

XI. COMPLIANCE WITH LAWS

The VENDOR shall comply with the Town of Dundee Charter, Code of Ordinances, Land Development Code, applicable roadway and pavement standards, permit conditions, occupational-safety and environmental laws, traffic-control requirements, Chapter 119 public-records requirements, the Florida Local Government Prompt Payment Act, Chapter 255 public-construction requirements, and all other laws, regulations, codes, and lawful directives applicable to the Project. The VENDOR shall flow down applicable requirements to Subcontractors.

The VENDOR represents and warrants that no officer, employee, or agent of the TOWN has a direct or indirect interest in the VENDOR's business under this Agreement and that the VENDOR has not employed or retained any person, other than a bona fide employee or established commercial or professional firm, to solicit or secure this Agreement through an improper fee, commission, percentage, gift, loan, or thing of value. A breach authorizes termination, recovery or offset of the improper payment, and other lawful remedies.

XII. DATA TO BE FURNISHED TO VENDOR

The TOWN shall make available to the VENDOR the Project information, maps, drawings, and existing records in the TOWN's possession that the TOWN determines are reasonably necessary for performance. Unless expressly warranted in a Contract Document, information concerning existing conditions is furnished for convenience and does not relieve the VENDOR of its duty to examine the Project Site, verify dimensions and conditions, request clarification, locate utilities, and promptly report conflicts, omissions, or concealed conditions before proceeding. The VENDOR may rely on written interpretations issued by an authorized TOWN representative, but not on oral statements or information from persons lacking authority.

XIII. WORK PRODUCT

Project-specific schedules, reports, testing results, material certifications, photographs, traffic-control plans, closeout records, warranty documents, and other deliverables prepared for this Project shall be provided to and may be used by the TOWN for administration, audit, maintenance, repair, public-records compliance, and governmental purposes. The VENDOR may retain copies subject to record-retention and confidentiality laws. Preexisting proprietary forms or methods remain the VENDOR's property, but the VENDOR grants the TOWN a perpetual, nonexclusive, royalty-free license to use material incorporated into a required Project deliverable.

XIV. FORCE MAJEURE

Neither Party is liable for failure to perform an obligation, other than payment for accepted Work or protection of persons and property, to the extent performance is prevented by an event beyond the Party's reasonable control that could not reasonably have been avoided or mitigated. The affected Party shall promptly notify the other, describe the event and anticipated duration, protect the Project, and resume performance as soon as practicable. Force majeure does not include normal seasonal weather, market or price changes, labor or material shortages that reasonably could have been anticipated, financial difficulty, equipment failure, or delay by a Subcontractor or supplier unless independently caused by a qualifying event. Any extension must be documented by Change Order.

XV. ASSIGNMENT

The VENDOR shall not assign, transfer, delegate, pledge, or otherwise dispose of this Agreement, a material obligation, a right to payment, or a claim against the TOWN without the TOWN's prior written consent. The VENDOR shall promptly notify the TOWN of a merger, change in control, sale of substantially all assets, reorganization, dissolution, change of legal name, or other event materially affecting responsibility or performance. Approval of a Subcontractor does not constitute assignment and does not relieve the VENDOR of responsibility. The TOWN may require updated bonds, insurance, and certifications before consenting. A Subcontractor identified in the accepted bid is approved only for the disclosed portion of Work and remains subject to the Contract Documents.

XVI. TERMS, CONDITIONS, CONFLICTS AND NO WAIVER

The Contract Documents are complementary. A requirement stated in one is binding as though stated in all. If an inconsistency exists, mandatory law controls first, followed by written amendments and Change Orders, this Agreement, Exhibit B, the TOWN's IFB 26-01 Work Scope and Work Summary, the TOWN's General Provisions and technical requirements, addenda, the signed bid form, and only the accepted technical, price, quantity, map, and preliminary schedule portions of the VENDOR's proposal. An approved shop drawing, schedule, submittal, invoice, or field instruction does not change the Contract Sum, Contract Time, warranty, or legal requirements.

To the extent any term, condition, exclusion, qualification, disclaimer, or limitation in the VENDOR's proposal or another VENDOR document conflicts with this Agreement or a TOWN Contract Document, the TOWN Contract Documents control and the conflicting VENDOR provision is expressly rejected and has no force or effect. Without limitation, the TOWN rejects: any right to review or increase pricing because of oil, asphalt, fuel, market, hauling, labor, or material conditions; any thirty-day price limitation; any unilateral right to withdraw after award, purchase order, execution, or receipt; any automatic charge for mobilization, remobilization, overages, quantities, labor, equipment, or materials without a Change Order; any contractor-created payment, interest, collection, attorney-fee, notice-of-nonpayment, or lien provision; any exclusion of tack coat, paint, striping, permits, fees, bonds, insurance, traffic control, required testing, cleanup, restoration, or other required Work; any blanket statement that all unlisted Work is excluded; any requirement that the TOWN indemnify the VENDOR for speed bumps, car stops, or other items not included in the Project; and any disclaimer or limitation concerning compaction, pavement performance, defective Work, warranty, drainage, base, subgrade, reflective cracking, vegetation, or damages that conflicts with the Contract Documents.

The Contract Documents do not require full-depth base reconstruction, prime coat, or sand treatment unless shown or directed by written Change Order. If the VENDOR encounters a concealed base or subgrade condition that it reasonably believes prevents compliant paving, it shall stop affected Work, protect the area, and provide prompt written notice before paving. The VENDOR is responsible for conditions it knew or reasonably should have identified, for ordinary preparation included in the Work, and for consequences of paving over a visibly or demonstrably unsuitable condition without timely written notice. No overage, base repair, additional mobilization, or other charge is payable without an approved Change Order.

Before proceeding with Work affected by an apparent conflict, ambiguity, error, or omission, the VENDOR shall promptly request a written interpretation. The VENDOR shall not take advantage of an error or proceed on its own interpretation when cost, time, safety, quality, or compliance may be affected. Failure to timely request clarification waives a claim arising from a conflict the VENDOR knew or reasonably should have known. A Party's failure or delay in enforcing a provision does not waive that provision, a later breach, or another remedy. A waiver is effective only in a written instrument signed by an authorized representative.

XVII. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement waives or enlarges the TOWN's sovereign immunity, liability limits, defenses, privileges, or procedural protections under Section 768.28, Florida Statutes, or other law. The TOWN does not indemnify, defend, or hold harmless the VENDOR. No elected official, officer, employee, attorney, engineer, inspector, or agent of the

TOWN is personally liable under this Agreement. Any provision capable of being read as a TOWN indemnity or waiver shall be construed to impose no obligation beyond the TOWN's lawful liability. This provision survives termination.

XVIII. ATTORNEYS' FEES AND REMEDIES

In the event either the TOWN or the VENDOR brings an action against the other to interpret or enforce this Agreement or a condition, covenant, or provision herein, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court and professional costs, including fees or costs related to appellate or bankruptcy proceedings.

No remedy conferred upon a Party is exclusive. Each remedy is cumulative and in addition to every other remedy available under this Agreement, at law, in equity, or by statute. No single or partial exercise of a right, power, or remedy precludes another or further exercise.

XIX. CALCULATION OF TIME

Unless this Agreement states otherwise, time periods are calculated in calendar days beginning on the day after the triggering event. If a deadline falls on a Saturday, Sunday, or holiday observed by the TOWN, the deadline extends to 5:00 p.m. on the next Business Day on which the TOWN is open to the public. A reference to Business Days excludes Saturdays, Sundays, and TOWN-recognized holidays.

XX. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. The VENDOR shall comply with mandatory laws in effect during performance. If a change in law after the Effective Date materially changes the Work, the VENDOR shall promptly provide written notice, and any adjustment shall be determined through the Change Order process.

XXI. VENUE

Exclusive venue for any civil action arising from this Agreement shall lie in a state court of competent jurisdiction in Polk County, Florida, unless exclusive federal jurisdiction applies. Each Party waives an objection based on venue or forum non conveniens to the extent permitted by law.

XXII. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the TOWN and VENDOR. No Subcontractor, supplier, employee, resident, user, or other person is an intended contractual third-party beneficiary. This Article does not limit a right independently provided by a payment bond, public-records law, or another statute.

XXIII. MANDATORY PRE-SUIT MEDIATION

Disputes between the TOWN and VENDOR arising under this Agreement, except for emergency injunctive relief, protection of public health or safety, public-records enforcement, bond claims, or an expiring statutory deadline, shall first be mediated by a Florida Supreme Court-Certified Civil Mediator in accordance with Chapter 44, Florida Statutes. Mediation shall occur within thirty (30) Days after either Party requests it in writing. The mediator shall be selected by agreement or, if the Parties cannot agree, from Central Florida Mediation Group, LLC, by mutually acceptable striking procedures. The Parties shall mediate in good faith and share mediator fees equally unless otherwise agreed. Litigation shall not be commenced until mediation is declared an impasse or terminated in writing. The Mediation Confidentiality and Privilege Act applies.

XXIV. INDEPENDENT VENDOR

The VENDOR is an independent contractor and not an employee, partner, joint venturer, or agent of the TOWN. The VENDOR is solely responsible for directing and compensating its employees, employment taxes and benefits, workers' compensation, construction means and methods, and supervision of Subcontractors. The VENDOR has no authority to bind the TOWN, pledge the TOWN's credit, incur an obligation in the TOWN's name, or represent that it is a TOWN official or employee.

XXV. ENTIRETY OF AGREEMENT

The Contract Documents constitute the entire agreement concerning the Project and supersede prior and contemporaneous negotiations, oral statements, correspondence, quotations, proposals, drafts, representations, and understandings except to the extent expressly incorporated. The VENDOR's complete original bid remains in the public procurement file, but only the portions accepted under this Agreement form part of the Contract Documents, and conflicting VENDOR terms are governed by Article XVI.

XXVI. AUTHORIZATION

Each person signing this Agreement represents that he or she has full authority to bind the identified Party and that all required organizational or governmental approvals have been obtained. The VENDOR shall provide written evidence of signatory authority upon request. No employee or representative of the TOWN may authorize an expenditure beyond lawful appropriation, delegated authority, the approved Contract Sum, or a valid Change Order.

XXVII. REPRESENTATIONS AND WARRANTIES

The VENDOR represents and warrants that it is active and authorized to transact business in Florida; possesses or will obtain all required licenses and permits; has reviewed the Contract Documents and Project Site; has evaluated the labor, materials, asphalt, equipment, supervision, traffic control, bonding, insurance, and other costs required; has included those costs in the Contract Sum; is not relying on an oral statement or unauthorized representation; is financially and technically able to complete the Work; is not knowingly using an ineligible Subcontractor or supplier; and will maintain its legal status, licenses, bonds, insurance, and certifications throughout performance and the warranty period. These representations are material and continuing.

The VENDOR warrants clear title to all materials and equipment incorporated into the Work, free of liens, security interests, and claims, and shall not use material subject to a chattel mortgage, conditional sale, or retained interest unless the TOWN expressly approves in writing. Risk of loss remains with the VENDOR until incorporation into and acceptance of the Work, except for materials directly purchased by the TOWN, which remain subject to the VENDOR's duties of custody, protection, installation, and warranty.

XXVIII. CONSTRUCTION

This Agreement shall be construed as a whole to give effect to all provisions. Headings are for convenience and do not limit meaning. "Including" means "including without limitation"; "shall" is mandatory; the singular includes the plural; and references to statutes or regulations include lawful amendments and successor provisions. No presumption shall arise against either Party as drafter. If a provision is invalid or unenforceable, it shall be modified to the minimum extent necessary to make it lawful, and the remaining provisions remain effective.

XXIX. GENDER NEUTRAL

Words of any gender include every gender, and references to persons include individuals, firms, partnerships, corporations, limited liability companies, associations, governmental entities, and other legal entities, as the context requires.

XXX. RETAINAGE

The TOWN may withhold ten percent (10%) retainage from approved progress payments only if the TOWN specifies that retainage in writing before commencement of the Work and only to the extent permitted by applicable law. If the TOWN does not issue that written direction, no routine percentage retainage shall be withheld. The TOWN may nevertheless withhold a good-faith disputed amount or an amount reasonably necessary to address defective or incomplete Work, unpaid labor or suppliers, bond or insurance deficiencies, or other lawful grounds. Following Substantial Completion, the Parties shall cooperate in developing the single completion list and estimated completion costs required by applicable prompt-payment law. The TOWN may withhold amounts permitted by law, including up to one hundred fifty percent (150%) of the reasonable estimated cost to complete listed or disputed items. Omission of an item does not relieve the VENDOR of responsibility, and warranty items shall be handled without improperly delaying final payment.

XXXI. PROHIBITION AGAINST CONTINGENCY FEES

The VENDOR warrants that it has not employed or retained a person, other than a bona fide employee or established commercial or professional firm, to solicit or secure this Agreement on a contingent fee, commission, percentage, gift, or other improper consideration. A violation is a material breach, and the TOWN may terminate the Agreement, deduct or recover the full amount of the improper payment, and pursue other lawful remedies.

XXXII. LIQUIDATED DAMAGES

The Contract Documents authorize the TOWN to establish liquidated damages for delay only through a written instrument issued and accepted before commencement of the Work or before the delay to which the amount would apply. Any such instrument must state a definite daily amount and a reasonable basis for estimating damages that are uncertain or difficult to ascertain, and the amount may not operate as a penalty. Unless and until such an amount is established in writing, this Agreement imposes no fixed daily liquidated-damages amount. The absence of a fixed liquidated-damages amount does not limit the TOWN's right to recover excess completion costs, additional inspection or testing costs, property damage, and other actual damages recoverable by law, without duplicate recovery.

XXXIII. PUBLIC RECORDS

VENDOR agrees to:

1. Keep and maintain public records required by the TOWN to perform the Services contemplated herein.

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 copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public-records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion if the VENDOR does not transfer the records to the TOWN.

4. Upon completion of the Agreement, transfer, at no cost, to the TOWN all public records in the VENDOR's possession or keep and maintain the public records required to perform the Services. If the VENDOR transfers all public records to the TOWN, it shall destroy duplicate public records that are exempt or confidential and exempt. If the VENDOR retains public records, it shall meet all applicable retention requirements. Electronic records must be provided in a format compatible with the TOWN's information-technology systems.

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, ERICA ANDERSON, TOWN CLERK, (863) 438-8330, EANDERSON@TOWNOFDUNDEE.COM, 202 E. MAIN STREET, DUNDEE FLORIDA 33838.

If the VENDOR does not comply with a public-records request, the TOWN may enforce this Agreement, including immediate termination when permitted by law. This Article survives termination.

XXXIV. ACCESS TO RECORDS

The VENDOR shall create, maintain, and preserve complete Project records, including the Agreement and subcontracts, bids and quotations, change documents, invoices and job-cost records, payrolls and time records, material certifications and delivery tickets, testing and inspection records, permits, bonds, insurance, E-Verify documents, affidavits, correspondence, photographs, and other documents necessary to establish performance and compliance. Records shall be retained for at least five (5) years after final payment or for the longer period required by the Florida records-retention schedule or any unresolved audit, investigation, claim, litigation, or enforcement matter.

The TOWN and other authorized governmental auditors may inspect, copy, scan, and audit Project records during normal working hours. The VENDOR shall provide safe site access, electronic records in an accessible format, and

timely responses without additional charge. The VENDOR is responsible for costs or losses caused by false or unsupported documentation, unapproved changes, or its noncompliance and shall reimburse the TOWN within thirty (30) days after written demand or as otherwise agreed in writing.

XXXV. FURTHER ASSURANCES

Each Party shall execute reasonable additional documents and take reasonable action necessary to implement this Agreement, provided that no further assurance materially expands a Party's obligations, changes the Contract Sum or Contract Time, or waives a right unless approved through a written amendment or Change Order. The Parties shall coordinate their responsibilities and cooperate with lawful requests of the TOWN's engineer, inspectors, surety, and other authorized representatives.

XXXVI. WAIVER OF JURY TRIAL

TO THE EXTENT PERMITTED BY LAW, THE TOWN AND VENDOR KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY CIVIL ACTION ARISING DIRECTLY FROM THIS AGREEMENT.

XXXVII. COUNTERPARTS

This Agreement may be executed in counterparts, each deemed an original and all together one agreement. Electronic and scanned signatures may be accepted to the extent permitted by the TOWN and law, but the TOWN may require original bonds, powers of attorney, affidavits, notarizations, or other records.

XXXVIII. DUTY TO COOPERATE IN GOOD FAITH

The Parties acknowledge that proper performance serves the public interest. They shall cooperate and act in good faith in administering the Contract Documents, exchanging required information, coordinating inspections and public operations, resolving disputes, and completing closeout. Good-faith cooperation does not require either Party to waive a contractual or legal right or approve an unauthorized expenditure or change.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

VENDOR:
H & S INVESTMENT GROUP OF CENTRAL FLORIDA, L.L.C., d/b/a AAA Top Quality Asphalt

By: _____
Printed Name: _____
Title: _____
Date: _____

Witness: _____
Printed Name: _____

Witness: _____
Printed Name: _____

TOWN OF DUNDEE, FLORIDA:

By: _____
Joe Garrison, Mayor
Date: _____

ATTEST:

_____
Erica Anderson, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Markeishia L. Smith, Town Attorney

COMMISSION AUTHORIZATION:
The Town Commission authorized entry into an agreement for IFB 26-01 on July 7, 2026, subject to satisfaction of all required procurement, bonding, insurance, technical, and legal requirements.

CONTRACTOR ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by _____, as _____ of H & S Investment Group of Central Florida, L.L.C., d/b/a AAA Top Quality Asphalt, on behalf of the company. The individual is personally known to me or produced _____ as identification.

_____
Notary Public, State of Florida
Printed Name: _____
Commission Number: _____
My Commission Expires: _____

EXHIBIT "A"

VENDOR BID FORM AND ACCEPTED PROPOSAL

The attached bid form, preliminary timeline, proposal, and road-segment maps are incorporated only for the accepted Contract Sum, technical description, approximate quantities, depicted locations, and preliminary sequence. Article XVI controls. Conflicting VENDOR terms, exclusions, qualifications, disclaimers, withdrawal rights, price-escalation language, payment terms, indemnity provisions, and warranty limitations are rejected and have no force or effect.

BID SUBMISSION FORM

FY 2025-2026 – **Road Resurfacing Project IFB 26-01**

RETURN DATE: 06-29-2026

RETURN TO: Office of the Town Clerk
Attn: IFB 26-01
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1. MILLING/CLEANING	1	1	$20,230.00	$20,230.00
2. MOT/SIGNAGE	1	1	$1,200.00	$1,200.00
3. TACK COAT	1	1	$1,495.00	$1,495.00
4. PAVING/STRIPING	1	1	$85,730.00	$85,730.00
5.				
6.				
7				
8.				
			TOTAL ($)	108,655.00

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: AAA TOP QUALITY ASPHALT

Company Address: P.O. BOX 1564, WINTER HAVEN, FL 33882

Company City: WINTER HAVEN State: FL Zip: 33882

Company Phone Number: 863-521-5454 Fax Number: 863-425-5048

Authorized Representative: STEVE KELTON

Signature: [signature] Date: 06-23-2026

Print Name: STEVE KELTON Phone Number: 863-604-1097

Title: PROJECT MANAGER

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.

TENTATIVE PROJECT TIMELINE

IFB 26-01 - FY 2025-2026 - ROAD RESURFACING PROJECT

AAA TOP QUALITY ASPHALT INC. ANTICIPATES THIS PROJECT TO LAST NO MORE THAN THREE (3) WORKING DAYS, WEATHER PERMITTING.

WORKING DAY	SCOPE OF WORK
DAY 1	MILLING
DAY 2	TACK COAT, ASPHALT PAVING, COMPACTION
DAY 3	PAVEMENT MARKINGS / STRIPING

City of Dundee - Road Resurfacing Project IFB 26-01 Proposal

Contact
Steve Kelton
(863) 604-1097
steven@aaatopqualityasphalt.com

Proposal Date 6/23/2026
Project ID 26-0978
Job Site Garrison Ave
Dundee, FL 33838

Submitted to
City of Dundee
Erica Anderson
(863) 438-8330 ext. 258
EAnderson@townofdundee.com

Services

City of Dundee - Road Resurfacing Project IFB 26-01 Estimate

SCOPE OF WORK

- SCRATCH MILL THE EXISTING ROADS
- POWER SWEEP
- TACK COAT
- INSTALL 1.5" SP 9.5 40% RAP ASPHALT
- RE-STRIPE (5) 24" STOP BARS
- M.O.T: CONE OFF WORKING AREA AND HAVE (2) MEN WORKING AHEAD SIGNS PRESENT DURING TIMES OF CONSTRUCTION

ROADS TO BE MILLED & PAVED:

- GARRISON AVE - APPROX 1,395 SY
- MELINA AVE - APPROX 1,243 SY
- ELINOR AVE - APPROX 1,202 SY
- GRACE AVE - APPROX 2,377 SY

M.O.T

MAINTENANCE OF TRAFFIC. CONE/BARRICADE AREA FOR TRAFFIC CONTROL ONLY INSIDE THE DESIGNATED PROJECT AREA & (2) MEN WORKING AHEAD SIGNS PRESENT DURING CONSTRUCTION.

ASPHALT MILL & CLEAN

SCRATCH MILL APPROXIMATELY 6,217 sq yd OF EXISTING ASPHALT USING A RX-700 ROADTEC ASPHALT MILLING MACHINE. USING A POWER BROOM, POWER SWEEP CLEAN THE DESIGNATED PROJECT AREA FREE OF ALL LOOSE DIRT, SAND AND DEBRIS FOR ASPHALT INSTALLATION. HAUL ALL MILLING DEBRIS FROM PROJECT SITE TO THE PUBLIC WORKS BUILDING LOCATED AT 1500 RACE ROAD, DUNDEE, FL.

TACK COAT

APPLY ERGON ASPHALT EMULSIONS SP-MS TACK COAT TO THE PROJECT AREA FOR ASPHALT INSTALLATION AS NEEDED.

ASPHALT PAVING

INSTALL APPROXIMATELY 6,217 sq yd OF 1.5" SP 9.5 TLC TYPE HOT MIX ASPHALT MATERIALS (MAX RAP 40%) (ONE LIFT) TO THE PROJECT AREA. ROLL, LEVEL AND PACK TO PROPER DENSITY USING A STEEL WHEEL DOUBLE DRUM ROLLER AND RUBBER TIRE TRAFFIC ROLLER.

NOTE: THIS ITEM YIELDS 513 TONS

NOTE: PRIME AND SAND OF BASE IS NOT INCLUDED.

City of Dundee - Road Resurfacing Project IFB 26-01 Proposal

ASPHALT CURE TIME & SURFACE MARKING NOTICE:

NEW ASPHALT PAVEMENT REQUIRES ADEQUATE TIME TO CURE AND HARDEN. ASPHALT CURE TIME IS APPROXIMATELY 365 DAYS. DURING THE CURING PROCESS, IT IS NORMAL FOR THE SURFACE TO SHOW TEMPORARY "TWIST," "TEAR," OR "SCUFF" MARKS CAUSED BY VEHICLE TIRES, TURNING MOVEMENTS, KICKSTANDS, TRAILER JACKS, SHARP STEERING, OR HEAVY POINT LOADS. THESE MARKS ARE COSMETIC IN NATURE AND DO NOT INDICATE A FAILURE IN WORKMANSHIP OR MATERIAL.

THE PAVEMENT REMAINS MORE SUSCEPTIBLE TO SURFACE MARKINGS DURING HOT WEATHER AND THROUGHOUT THE CURING PERIOD.

TO HELP PROTECT THE NEW SURFACE DURING THE CURING PERIOD, WE RECOMMEND:

- AVOIDING SHARP OR STATIONARY TURNING MOVEMENTS
- AVOIDING PARKING HEAVY EQUIPMENT OR TRAILERS IN ONE SPOT FOR EXTENDED PERIODS
- LIMITING USE OF KICKSTANDS, JACK STANDS, OR OTHER CONCENTRATED POINT LOADS
- EXERCISING CAUTION DURING EXTREMELY HOT TEMPERATURES

THESE CONDITIONS ARE CONSIDERED NORMAL CHARACTERISTICS OF NEW ASPHALT AND ARE NOT COVERED AS DEFECTS UNDER WARRANTY UNLESS STRUCTURAL FAILURE IS PRESENT.

STRIPING

LAYOUT & PAINT ALL LINE STRIPES AND SYMBOLS IN THE DESIGNATED PROJECT AREA. USING A F.D.O.T. CERTIFIED TRAFFIC PAINT. (NOT RAISED THERMOPLASTIC).

QUANTITIES INCLUDE:

- (5) 24" STOP BARS

Total: $108,655.00

Acceptance

PLEASE NOTE

DUE TO THE VOLATILITY OF THE CURRENT MARKET FOR OIL-BASED PRODUCTS, WE RESERVE THE RIGHT TO REVIEW PRICING AT THE TIME OF ASPHALT INSTALLATION.

EXCLUSIONS

THE FOLLOWING ARE NOT INCLUDED IN THE SCOPE OF WORK:

"ASPHALT OVERAGES DUE TO AN INCORRECT BASE
"TACK, PRIME, SAND, SILT FENCE, SURVEY, AS-BUILTS, SOIL TESTING, DENSITY TESTING, PAINT, BOND, PERMIT, PERMIT FEES, SOD, NIGHT WORK, LIGHT PLANT, HERBICIDE, OR ANY WORK NOT EXPLICITLY LISTED OR IMPLIED IN THE SCOPE OF WORK
"RESPONSIBILITY FOR REFLECTIVE CRACKING RESULTING FROM PAVING OVER OLD ASPHALT OR CONCRETE
"GUARANTEE OF POSITIVE DRAINAGE IN ALL AREAS, AS PONDING MAY OCCUR DUE TO EXISTING ELEVATIONS
" RESPONSIBILITY FOR TEAR MARKS THAT MAY APPEAR DUE TO SUMMER HEAT (THESE SHOULD SUBSIDE IN COOLER WEATHER; WE SAND THE ASPHALT AFTER INSTALLATION TO MITIGATE THIS ISSUE)
"RESPONSIBILITY FOR VEGETATION GROWTH THROUGH NEW ASPHALT PAVEMENT OR DAMAGE TO THE ASPHALT AFTER WE HAVE LEFT THE PROJECT SITE

City of Dundee - Road Resurfacing Project IFB 26-01 Proposal

ALL WORK QUOTED IS SPECIFIED ABOVE. ANY WORK NOT EXPLICITLY LISTED IS EXCLUDED.

WARRANTY EXCLUSIONS

" ASPHALT PAVEMENT OR BASE INSTALLATION WARRANTIES DO NOT COVER FAILURES CAUSED BY EXISTING SUBGRADE SOILS, INCLUDING CLAYEY SOILS, ORGANIC MATERIALS, OR OTHER UNSUITABLE MATERIALS.
"ASPHALT PAVEMENT WARRANTIES DO NOT COVER FAILURES CAUSED BY BASE OR SUBGRADE INSTALLED AND COMPACTED BY OTHERS.

RIGHT OF CONTRACTOR TO WITHDRAW

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THE CONTRACTOR RESERVES THE RIGHT TO WITHDRAW FROM ANY AWARDED CONTRACT OR ISSUED PURCHASE ORDER OF RECEIPT, WITHOUT PENALTY OR LIABILITY, IF AFTER INTERNAL REVIEW, THE CONTRACTOR DETERMINES THAT PROCEEDING WITH THE PROJECT IS NO LONGER FEASIBLE DUE TO OPERATIONAL, FINANCIAL, LOGISTICAL, OR STRATEGIC REASONS.

TO EXERCISE THIS RIGHT, THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONTRACTING AUTHORITY STATING THE INTENTION TO WITHDRAW AND THE EFFECTIVE DATE OF SUCH WITHDRAWAL. UPON RECEIPT OF SUCH NOTICE, THE PARTIES SHALL HAVE NO FURTHER OBLIGATIONS TO ONE ANOTHER WITH RESPECT TO THE PROJECT, EXCEPT FOR PAYMENT FOR GOODS OR SERVICES ALREADY DELIVERED OR COMPLETED PRIOR TO THE DATE OF WITHDRAWAL.

SPORTS COURT INSTALLATION

WHEN INSTALLING A SPORTS COURT ON TOP OF NEW ASPHALT, TQA IS NOT RESPONSIBLE FOR SURFACE PATCHING OR LEVELING DUE TO THE ASPHALT BEING "ROUGH" OR "UNEVEN." ASPHALT IS NATURALLY ROUGH AND POROUS, AND THIS SHOULD BE ACCOUNTED FOR IN THE SPORTS COURT CONTRACTOR'S BID. NO BACK CHARGES WILL BE ACCEPTED.

NOTICE TO OWNER (NTO)

TQA SENDS OUT NTOS FOR EVERY PROJECT. EXPECT TO RECEIVE ONE FROM TQA, AS WELL AS FROM ANY SUPPLIERS OR SUBCONTRACTORS. THIS IS STANDARD PRACTICE.

PAYMENT TERMS

PAYMENT IS DUE WITHIN 30 DAYS FROM THE ORIGINAL INVOICE DATE. IF PAYMENT IS NOT RECEIVED WITHIN 60 DAYS, A NOTICE OF NON-PAYMENT WILL BE FILED/SENT WITH INTENT TO LIEN WITHIN 10 DAYS. IF AN ATTORNEY IS RETAINED TO COLLECT PAYMENT, ASSOCIATED FEES WILL BE INCLUDED.

BASE INSPECTION

PRIOR TO PAVING, THE BASE MUST BE INSPECTED. THE BASE MUST BE FIRM, ON GRADE, AND UNYIELDING. A STRING LINE TEST IS REQUIRED TO ENSURE THE CORRECT THICKNESS OF THE ASPHALT BEING INSTALLED.

OVERAGES AND MOBILIZATION

ANY OVERAGES WILL BE CHARGED BACK TO THE CONTRACTOR. ADDITIONAL MOBILIZATIONS WILL BE AT THE CONTRACTOR'S EXPENSE, AT A COST OF $4,500.00 PER MOBILIZATION. WE AIM TO HOLD PRICES FOR AT LEAST 30 DAYS, BUT PRICES ARE SUBJECT TO CHANGE THEREAFTER DUE TO INCREASES IN MATERIAL COSTS, HAULING, OR OTHER FACTORS.

SPEED BUMPS & OR CAR STOPS

THE CLIENT ACKNOWLEDGES THAT SPEED BUMPS, WHEEL STOPS, AND SIMILAR TRAFFIC CONTROL DEVICES INSTALLED ON THE PROPERTY ARE VISIBLE PHYSICAL FEATURES INTENDED TO REGULATE VEHICLE MOVEMENT AND ENHANCE SAFETY. WHILE REASONABLE CARE IS TAKEN IN THEIR PLACEMENT AND INSTALLATION, SUCH FEATURES MAY PRESENT A TRIPPING OR OBSTRUCTION HAZARD TO PEDESTRIANS.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL NOT BE HELD LIABLE FOR ANY INJURIES, DAMAGES, CLAIMS, OR LOSSES ARISING FROM OR RELATED TO INDIVIDUALS TRIPPING OVER, ENCOUNTERING, OR OTHERWISE INTERACTING WITH THESE INSTALLATIONS AFTER COMPLETION OF THE WORK. THE CLIENT AGREES TO ASSUME RESPONSIBILITY FOR MAINTAINING APPROPRIATE SIGNAGE, LIGHTING, AND ONGOING SAFETY MEASURES ONCE THE INSTALLATION IS COMPLETE.

City of Dundee - Road Resurfacing Project IFB 26-01 Proposal

THE CLIENT FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CONTRACTOR FROM ANY CLAIMS OR LIABILITIES RESULTING FROM THE USE, CONDITION, OR PRESENCE OF THE INSTALLED SPEED BUMPS OR CAR STOPS FOLLOWING PROJECT COMPLETION.

Erica Anderson City of Dundee EAnderson@townofdundee.com	Date	Steve Kelton H&S Investment Group of Central Florida, LLC dba AAA Top Quality Asphalt steven@aaatopqualityasphalt.com

City of Dundee
Elinor Ave
Dundee, FL 33838
AAA TOP QUALITY ASPHALT
863-521-5454
Elinor Ave
Elinor Ave
10814.8 SQ FT
N

City of Dundee
Garrison Ave
Dundee, FL 33838
AAA
Top Quality Asphalt
863-521-5454
Garrison Ave
Garrison Ave
12551.5 SQ FT
N

City of Dundee
Grace Ave
Dundee, FL 33838
AAA
Top Quality Asphalt
863-521-5454
Grace Ave
Grace Ave
21384.2 SQ FT
N

City of Dundee
Melina Ave
Dundee, FL 33838
AAA
TOP QUALITY ASPHALT
863-521-5454
Melina Ave
Melina Ave
11180.2 SQ FT
N

EXHIBIT "B"

PROJECT SCOPE AND ACCEPTED ROAD SEGMENTS

This Exhibit summarizes the Project-specific scope and resolves the roadway-quantity differences appearing in the TOWN's estimated IFB quantities and the VENDOR's proposal measurements. The operative obligations remain governed by the Agreement and all Contract Documents.

Road Segment	Approximate Accepted Quantity	Controlling Location Reference
Garrison Avenue	1,395 square yards	Exhibit A proposal map
Melina Avenue	1,243 square yards	Exhibit A proposal map
Elinor Avenue	1,202 square yards	Exhibit A proposal map
Grace Avenue	2,377 square yards	Exhibit A proposal map
Total	Approximately 6,217 square yards	Complete depicted Project

Required Work

1. Prepare the roadway, perform ordinary grading, and remove foreign or deleterious materials necessary for resurfacing.

2. Scratch mill and power sweep the existing asphalt; collect all millings and deliver them to the TOWN Public Works facility at 1500 Race Road.

3. Apply tack coat and install an approximately 1.5-inch lift of accepted SP-9.5 hot-mix asphalt, compacted to proper density.

4. Provide approved maintenance of traffic, pedestrian access, barricades, signage, emergency access, erosion control, and public protection.

5. Layout and apply pavement markings using FDOT-certified traffic paint, including five 24-inch stop bars.

6. Protect utilities and coordinate with the TOWN for valve-cover and manhole adjustments.

7. Restore and fine-grade disturbed right-of-way, sod disturbed areas outside the roadway footprint, sweep all surfaces, and complete final cleaning.

8. Provide all bonds, insurance, permits, submittals, quality-control records, warranties, closeout documents, and incidental work required for a complete Project.

The TOWN's earlier quantities were estimates for bidding. The VENDOR's proposal measurements and maps are accepted for defining the approximate quantity and limits of the Work. The Contract Sum remains a fixed lump sum for complete performance on all depicted road segments.

EXHIBIT "C"
EXECUTED HUMAN TRAFFICKING AFFIDAVIT

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]: AAA TOP QUALITY ASPHALT

Executed this 23rd day of JUNE, 2026.

By: AAA TOP QUALITY ASPHALT
Name: STEVE KELTON
Title: PROJECT MANAGER

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 23rd day of June, 2026, by Steve Kelton, as Project manager of AAA Top Quality Asphalt, ☑ who is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature
Print Notary Name: Gretchen Kisner Serviss
My commission expires: Oct 29, 2026

GRETCHEN KISNER SERVISS
MY COMMISSION #HH695056
EXPIRES: OCT 29, 2029
Bonded through 1st State Insurance

A5

CONSTRUCTION AGREEMENT

FY 2025-2026 COMMUNITY CENTER PARKING LOT RESURFACING PROJECT
RFP 26-02 - CDBG-FUNDED PUBLIC CONSTRUCTION PROJECT

THIS CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature below (the "Effective Date") by and between **H & S INVESTMENT GROUP OF CENTRAL FLORIDA, L.L.C., a Florida limited liability company doing business as AAA Top Quality Asphalt**, whose mailing address is P.O. Box 1564, Winter Haven, Florida 33882 (the "VENDOR"), and the **TOWN OF DUNDEE**, FLORIDA, a Florida municipal corporation, whose mailing address is 202 East Main Street, P.O. Box 1000, Dundee, Florida 33838 (the "TOWN"). The VENDOR and TOWN may each be referred to as a "Party" and collectively as the "Parties."

FACTUAL RECITALS

WHEREAS, the TOWN issued a formal competitive solicitation identified as FY 2025-2026 Community Center Parking Lot Resurfacing Project, RFP 26-02, pursuant to Section 2-159(2) of the Code of Ordinances of the Town of Dundee, Florida, for the resurfacing and related improvement of the Community Center parking lot located at or near 603 Lake Marie Boulevard, Dundee, Florida 33838 (the "Project"); and

WHEREAS, the solicitation required sealed bids and contemplated award to the lowest responsive and responsible bidder whose bid was determined to be in the best interests of the TOWN; and

WHEREAS, the VENDOR submitted a bid dated May 27, 2026, proposing to perform the Project for the fixed lump-sum amount of Fifty-Five Thousand Nine Hundred Seventy-Five Dollars and Zero Cents ($55,975.00); and

WHEREAS, on July 7, 2026, at a duly noticed public meeting, the Town Commission authorized the TOWN to enter into an agreement with the VENDOR for the Project in an amount not to exceed $55,975.00, subject to execution of a written agreement and satisfaction of all applicable procurement, grant, bonding, insurance, technical, and legal requirements; and

WHEREAS, the Project is funded, in whole or in part, through Community Development Block Grant ("CDBG") funds and is subject to applicable federal labor, procurement, reporting, audit, equal opportunity, and grant-compliance requirements, including the Davis-Bacon and Related Acts when applicable to the governing award; and

WHEREAS, the VENDOR represents that it is properly organized, authorized to transact business in Florida, licensed and qualified to perform the Work, and able to furnish all labor, supervision, materials, equipment, permits, bonds, insurance, documentation, and services required by the Contract Documents; and

WHEREAS, the VENDOR has reviewed the Project Site and Contract Documents and agrees that the Contract Sum includes all costs necessary to complete the Project, except only changes approved through a written Change Order; and

WHEREAS, VENDOR agrees and represents that it will furnish all labor, materials, and equipment necessary to perform the services which are the subject of the Project; and

WHEREAS, TOWN has found that the VENDOR possesses the qualifications necessary to satisfactorily perform the work and/or services contemplated in this Agreement; and

WHEREAS, TOWN desires to engage the VENDOR to perform certain services which include, but are not limited to, the services necessary to perform and complete the Project; and

WHEREAS, VENDOR and TOWN acknowledge and represent that the provisions set forth in this Agreement are reasonable; and

WHEREAS, VENDOR represents that, at the time this Agreement was negotiated and entered into by the VENDOR and TOWN, VENDOR had substantial industry experience in providing the service(s), which are the subject of this Agreement, and forecasting the cost(s) and expense(s) associated with performing said service(s); and

WHEREAS, VENDOR and TOWN acknowledge and represent that, to the extent that liquidated damages are applicable, such liquidated damages, if any, are not intended as a penalty; and

WHEREAS, VENDOR acknowledges and represents that any person(s) executing this Agreement on its behalf has read, examined and understands the scope of the construction services to be performed, conditions and requirements set forth by this Agreement and its exhibits which are incorporated herein by reference; and

WHEREAS, VENDOR acknowledges that this Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, VENDOR has expressed its desire and willingness to perform the services in accordance with the terms and requirements set forth by this Agreement; and

WHEREAS, VENDOR has represented that it is able to satisfactorily provide the services necessary to perform and complete the Project; and

WHEREAS, as a result of the representation(s), qualification(s), and expressed desire of the VENDOR to perform the services, the TOWN desires to enter into this Agreement with the VENDOR; and

WHEREAS, VENDOR agrees to perform the services in strict accordance with the terms, conditions, and provisions set forth in this Agreement and its exhibits which are incorporated herein by reference; and

WHEREAS, VENDOR acknowledges, agrees and represents that it will perform the services and/or contract requirements in strict accordance with the pricing set forth by the Response (see **Exhibit "A"**); and

WHEREAS, VENDOR and TOWN acknowledge, represent and warrant that adequate and legal consideration exists for the entry into this Agreement; and

WHEREAS, VENDOR and TOWN acknowledge, represent, and agree that it is in the best interests and will promote the health, safety and welfare of the citizens and residents of the TOWN for the TOWN and VENDOR to enter into this Agreement.

WHEREAS, the TOWN does not accept any conflicting or additional term contained in the VENDOR's proposal, invoice, quotation, acknowledgment, website, or other document unless the TOWN expressly accepts that term in this Agreement or a later written amendment; and

WHEREAS, entry into this Agreement serves a valid municipal purpose and promotes the health, safety, accessibility, and welfare of the residents of the Town of Dundee.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein, the Contract Sum, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the TOWN and the VENDOR agree as follows:

I. INCORPORATION OF RECITALS

The foregoing recitals are incorporated into this Agreement as true and correct statements forming the factual and material basis for the Parties' entry into this Agreement. If a recital conflicts with an operative provision of this Agreement, the operative provision controls. The Contract Documents identified below are incorporated by reference and shall be read together as one integrated agreement.

II. DEFINITIONS

Words used in this Agreement have their ordinary meanings unless otherwise defined.

a. "*Agreement*" means this Construction Agreement and its incorporated Contract Documents.
b. "*Business Day*" means a day other than Saturday, Sunday, or a holiday observed by the TOWN.
c. "*Change Order*" means a written instrument signed by the VENDOR and an authorized TOWN representative that changes the Work, Contract Sum, or Contract Time. "Contract Documents" means this Agreement; the applicable federal and CDBG provisions, HUD-4010, wage determination, and grant requirements; the TOWN's General Provisions, Work Scope, Work Summary, plans and drawings; all addenda; the VENDOR's signed bid form and only the technical, price, quantity, layout, and schedule portions of its proposal accepted by the TOWN; the bonds, insurance documents, approved submittals, Notice to Proceed, written amendments, and Change Orders. "Contract Sum" means $55,975.00, as lawfully adjusted by Change Order.
d. "*Contract Time*" means the period beginning on the date stated in the Notice to Proceed and ending at Final Completion, which shall occur within sixty (60) Business Days unless extended by Change Order.
e. "*Final Completion*" means completion and acceptance of all Work, punch-list items, testing, closeout documents, federal labor documentation, permit closeout, restoration, and warranty submissions.
f. "*Services*" or "*Work*" means everything required to provide the complete Project in accordance with the Contract Documents.
g. "*Subcontractor*" includes every person or entity furnishing labor, materials, equipment, or services through the VENDOR at any tier.
h. *"Day(s)"* means calendar day unless specifically stated otherwise.
i. *"Business Days"* means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.
j. *"Effective Date"* means the date on which this Agreement is executed by the Town of Dundee or its authorized designee.

III. SCOPE OF WORK AND BONDING

The VENDOR shall furnish all labor, supervision, materials, equipment, transportation, tools, permits, temporary measures, traffic and pedestrian control, testing and quality-control support, cleanup, documentation, warranties, and incidental work necessary to complete the Project in strict accordance with the Contract Documents. The Work includes demolition and removal of the existing concrete access aisle; milling approximately 2,715 square yards of existing asphalt to an average depth of one inch; preparing and widening designated parking areas; installing and compacting approved base material; applying tack coat; installing approximately 2,755 square yards of one-and-one-half-inch compacted SP-9.5 asphalt or an approved equivalent; restriping the approved parking configuration; protecting existing improvements; restoring disturbed areas; and completing all related accessibility, inspection, cleanup, and closeout requirements. Quantities are approximate, and the Contract Sum is for the complete depicted Project rather than payment by exact measured quantity, unless a written Change Order expressly provides otherwise.

The VENDOR shall complete the Work in compliance with the Florida Building Code, applicable accessibility standards, approved plans, permit conditions, and written technical directions of the TOWN's engineer, building official, grant administrator, or other designated representative. Permanent parking signage shall be relocated or replaced by the TOWN only to the extent stated in the solicitation. The VENDOR remains responsible for layout, striping, access aisles, slopes, transitions, protection of existing signs, curbing, wheel stops, and repair of damage caused by its operations.

Before beginning Work, the VENDOR shall deliver a payment and performance bond in the amount required by the solicitation and Section 255.05, Florida Statutes. The bond shall equal one hundred percent (100%) of the Contract Sum, may be combined or issued as separate payment and performance bonds, shall be written by a surety authorized to do business in Florida, shall identify the Project and contract number, and shall be recorded in the public records of Polk County. A certified copy of the recorded bond and the surety's power of attorney must be provided before Work begins or any payment is made. The TOWN's solicitation requirement is not waived by the statutory discretion applicable to public contracts of $200,000 or less unless the Town Commission expressly authorizes a waiver.

The VENDOR shall comply with the Davis-Bacon and Related Acts, the Copeland Anti-Kickback Act, applicable federal equal-employment requirements, HUD-4010, the applicable United States Department of Labor wage determination, and all CDBG labor and reporting requirements incorporated into the Contract Documents. Required wage notices and posters shall be displayed at the Project Site before Work begins. Certified payrolls and related compliance records shall be submitted weekly or as directed by the grant administrator. The VENDOR shall include all mandatory federal provisions in each applicable subcontract and is responsible for compliance at every tier.

IV. COMPENSATION

The TOWN shall pay the VENDOR the fixed lump-sum Contract Sum of Fifty-Five Thousand Nine Hundred Seventy-Five Dollars and Zero Cents ($55,975.00) for complete and satisfactory performance of the Work. The Contract Sum includes all labor, prevailing wages and fringe benefits, materials, asphalt, base, tack coat, paint, equipment, hauling, disposal, mobilization, permits and fees, bonds, insurance, traffic control, supervision, overhead, profit, federal compliance, restoration, testing support, closeout, and warranty obligations. No increase is allowed because of changes in petroleum, asphalt, labor, material, transportation, supplier, or market costs, or because the VENDOR underestimated its costs. Any adjustment requires a written Change Order. The Contract Sum shall be full and final compensation for furnishing material, labor, and executing and/or performing the Services contemplated in this Agreement; and the VENDOR, for the consideration(s) set forth herein, shall be responsible for all claims, causes of action, loss or damages arising out of the nature of the Services or from any action related to and/or arising out of the Services until final completion and acceptance by the TOWN

The VENDOR may submit proper payment requests to the Town of Dundee Finance Department, Accounts Payable, 202 East Main Street, P.O. Box 1000, Dundee, Florida 33838, unless the TOWN designates another agent or office in writing. Each request must identify the Project and contract, describe completed Work, state the original and adjusted Contract Sum, prior payments, current amount requested, and remaining balance, and include current certified payrolls, required inspection or testing records, releases when requested, and other supporting documentation required by the Contract Documents. Proper requests shall be reviewed, rejected, or paid in accordance with the Florida Local Government Prompt Payment Act. The TOWN shall timely pay undisputed amounts and may withhold only amounts reasonably necessary for incomplete or defective Work, failed tests, unpaid labor or suppliers, missing payrolls, grant noncompliance, damage, unapproved changes, or another good-faith dispute.

The VENDOR shall pay each Subcontractor and supplier the undisputed amount attributable to its Work within ten (10) days after receiving payment from the TOWN, and shall require lower-tier subcontractors to pay within the time required by law. Final payment is conditioned upon Final Completion, final certified payrolls and grant closeout, permit closeout, completion of the statutory single completion list, delivery of warranties and releases, and consent of surety when required. Payment, inspection, use, or occupancy does not constitute acceptance of defective or incomplete Work.

The TOWN's obligations are subject to lawful appropriation and availability of grant funds. This provision does not permit the TOWN to avoid payment for properly authorized, completed, and accepted Work contrary to applicable prompt-payment law. If the TOWN elects to make direct purchases for lawful sales-tax savings, the VENDOR shall cooperate, the Contract Sum shall be reduced by the amount included for the purchased materials and related tax or markup, and the VENDOR shall remain responsible for delivery coordination, storage, installation, protection, and warranty.

V. TERM OF AGREEMENT AND BINDING EFFECT

This Agreement begins on the Effective Date and continues until Final Completion and satisfaction of all obligations, unless earlier terminated in accordance with Article VIII. Execution of this Agreement does not authorize

commencement of Work. The VENDOR may begin only after receipt of the TOWN's written Notice to Proceed and satisfaction of all preconstruction conditions. The terms of this Agreement bind the Parties and their lawful successors and permitted assigns. Omission of an applicable legal, permit, code, grant, or regulatory requirement does not excuse compliance. For purposes of this Section, the term "applicable law" shall mean means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

VI. NOTICES

Formal notices shall be in writing and delivered by personal delivery, nationally recognized overnight courier, or United States certified mail, return receipt requested. Email may be used as a courtesy copy but does not alone constitute formal notice unless receipt is expressly acknowledged in writing. Notice is effective upon personal delivery, recorded courier delivery, delivery or refusal shown by the certified-mail record, or written acknowledgment of receipt.

A. If to the TOWN: Kenneth Cassel
Town Manager
Town of Dundee
202 E. Main Street
Dundee, FL 33838

With copies to: *(shall not constitute notice)*
Markeishia L. Smith, P.A.
Town Attorney
408 S 10th Street
Haines City, FL 33844

B. VENDOR: Steve Kelton
Registered Agent
H & S Investment Group of Central Florida, L.L.C., d/b/a AAA Top Quality Asphalt
PO Box 1564
Winter Haven, Florida 33882

Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed.

VII. MODIFICATION OF AGREEMENT

This Agreement may be modified only by a written amendment or Change Order signed by the VENDOR and an authorized TOWN representative. A Change Order exceeding delegated authority is not effective unless approved by the Town Commission and, when required, the CDBG grant administrator or other funding agency. Oral statements, field conversations, meeting discussions, emails, invoices, shop drawings, submittals, payment, silence, or course of performance do not modify the Contract Sum, Contract Time, scope, warranty, or legal requirements.

The TOWN may issue written interpretations and minor clarifications that are consistent with the existing scope and do not materially change price or time. If the VENDOR believes a direction is a compensable change, it must provide written notice before performing the disputed work, identify the cost and schedule effect, and obtain a Change Order. Except for emergency work necessary to protect persons or property, the VENDOR waives additional compensation or time for work performed without the written notice and authorization required by this Article. Changes caused by defective work, improper methods, lack of coordination, or another act or omission of the VENDOR do not entitle it to additional time or compensation.

VIII. PERFORMANCE AND TERMINATION

Time is of the essence. The VENDOR shall diligently prosecute the Work and achieve Final Completion within sixty (60) Business Days after the date stated in the Notice to Proceed. At least five (5) Business Days before beginning field work, the VENDOR shall provide a construction schedule, temporary traffic and pedestrian-control plan, list of Subcontractors and suppliers, superintendent and payroll contacts, permits, material and asphalt-mix submittals, insurance documents, recorded bond, and all federal and CDBG preconstruction forms. The VENDOR shall coordinate with TOWN operations, protect public access and emergency routes, and promptly update the schedule when progress materially changes.

The VENDOR is solely responsible for construction means, methods, sequencing, supervision, safety, protection of persons and property, utility locates, staging, equipment, and the acts and omissions of all Subcontractors and suppliers. The VENDOR shall provide a qualified superintendent authorized to act on its behalf while Work is performed. The TOWN and its engineer, inspectors, grant administrator, Polk County, HUD, and other authorized representatives may inspect the Work and records at reasonable times. The VENDOR shall provide at least forty-eight (48) hours' notice before covering base or subgrade work, beginning asphalt placement, performing required testing, or completing work that cannot later be readily inspected. Work covered without required inspection may be uncovered or reconstructed at the VENDOR's expense.

The VENDOR shall perform routine quality control and shall provide delivery tickets, mix information, material certifications, compaction and thickness verification, and other records reasonably requested. The TOWN may obtain independent testing. The TOWN may pay for an initial independent test when the Contract Documents do not assign that test to the VENDOR, but the VENDOR shall pay for retesting, testing of corrective work, or testing that establishes nonconformance. The VENDOR shall promptly remove, repair, or replace defective work and restore affected property at no additional cost. Inspection, testing, approval, use, or payment does not relieve the VENDOR of responsibility.

A delay may justify an extension only when it is beyond the reasonable control of the VENDOR, was not caused or contributed to by the VENDOR or its Subcontractors or suppliers, materially affects the critical path, could not reasonably have been avoided or mitigated, and is supported by written notice within ten (10) calendar days after the VENDOR knew or should have known of the delay. Normal seasonal weather, price increases, financial difficulty, equipment breakdown, lack of personnel, untimely material orders, missing permits or documents, and correction of defective work are not excusable delays. An extension of time is the sole remedy for excusable delay unless the TOWN expressly approves compensation in a Change Order.

The TOWN may suspend all or part of the Work to protect safety or property, address defective work or legal noncompliance, obtain required inspection or grant approval, coordinate public operations, or protect the TOWN's interests. A suspension caused by the VENDOR does not entitle it to additional time or compensation. The TOWN may terminate this Agreement for cause if the VENDOR abandons or fails to prosecute the Work; fails to meet the Contract Time; performs defective or nonconforming work; fails to pay laborers, Subcontractors, or suppliers; fails to maintain required bonds, insurance, permits, licenses, or federal eligibility; submits materially false records; violates wage, public-records, E-Verify, safety, grant, or other legal requirements; assigns the Agreement without consent; or otherwise materially breaches the Contract Documents. Except when immediate action is required for safety, abandonment, fraud, loss of license or insurance, debarment, E-Verify, federal direction, or another urgent condition, the TOWN shall provide written notice and seven (7) calendar days to cure or begin a diligent cure acceptable to the TOWN.

Upon default, the TOWN may suspend the Work, withhold payment, reject or correct defective work, demand performance from the surety, terminate the VENDOR's right to proceed, complete the Work through another source, take possession of TOWN-owned or paid-for Project materials and records, recover excess completion, inspection, testing, grant, wage, administrative, and other legally recoverable costs, offset amounts due, and exercise any cumulative remedy under the Contract Documents or law. If a termination for cause is later determined improper, it shall be treated as a termination for convenience.

The TOWN may terminate all or part of this Agreement for convenience upon ten (10) calendar days' written notice. The VENDOR shall stop the terminated Work, protect the Project, terminate affected subcontracts as directed, deliver Project records and materials, and cooperate in an orderly transition. Compensation is limited to conforming Work completed and accepted before termination, approved materials the TOWN elects to accept, and reasonable documented demobilization and closeout costs. The VENDOR is not entitled to anticipated profit on unperformed Work, lost opportunity, consequential damages, or amounts exceeding the unpaid Contract Sum. The VENDOR may suspend or terminate only for the TOWN's failure to pay an undisputed amount after written notice and a thirty (30) calendar-day opportunity to cure, and may not suspend because of a good-faith dispute or unapproved change request.

All Work, materials, and workmanship are warranted for at least one (1) year from written final acceptance. The VENDOR shall correct warranty work within a reasonable period directed by the TOWN, and shall respond immediately to conditions threatening safety, accessibility, drainage, property, or continued deterioration. If the VENDOR fails to respond, the TOWN may correct the condition and recover the cost from the VENDOR, bond, insurance, or amounts otherwise due. The warranty does not limit responsibility for latent defects, fraud, longer manufacturer warranties, indemnification, bond obligations, or other rights surviving final payment.

IX. VENDOR INDEMNIFICATION AND INSURANCE

To the fullest extent permitted by law, the VENDOR shall indemnify, defend, and hold harmless the TOWN and its elected officials, officers, employees, agents, and authorized representatives from claims, liabilities, damages, losses, fines, penalties, assessments, judgments, and reasonable attorneys' fees and litigation costs to the extent caused by the negligent, reckless, grossly negligent, intentionally wrongful, or contractually noncompliant act or omission of the VENDOR or any person employed or utilized by it; defective work; bodily injury, death, or property damage arising from the VENDOR's operations; failure to comply with law or federal labor requirements; nonpayment of laborers, Subcontractors, or suppliers; damage to public or private property; hazardous substances introduced by the VENDOR; or infringement arising from materials or methods selected by the VENDOR. This obligation does not require indemnification for liability caused solely by the TOWN's negligence or intentional wrongdoing and shall be construed consistently with Section 725.06, Florida Statutes. Insurance does not limit indemnity, and this Article survives completion and termination.

VENDOR shall, at its own expense, procure and maintain *Public Liability Insurance, Property Damage Insurance, Commercial General Liability Insurance* and *Workers' Compensation/Employers' Liability Insurance* throughout the Term of this Agreement, with an insurer or insurers acceptable to the TOWN. All insurance policies shall be reviewed by the TOWN Attorney and must be acceptable to the TOWN. Any policy(ies) of insurance required herein shall apply to any covered loss on a primary basis; and, for purposes of public liability insurance and property damage insurance, the TOWN shall be named as an additional insured.

More specifically, at its expense, the VENDOR shall maintain workers' compensation as required by law; employers' liability of not less than $1,000,000 per accident, $1,000,000 policy limit for disease, and $1,000,000 per employee for disease; commercial general liability on an occurrence basis of not less than $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 products-completed operations aggregate; and automobile liability covering owned, hired, and non-owned vehicles of not less than $1,000,000 combined single limit. The TOWN, its elected officials, officers, employees, and agents shall be additional insureds for ongoing and completed operations on the general and automobile liability policies, with coverage primary and noncontributory. The VENDOR shall provide certificates and the applicable endorsements, including waivers of subrogation to the extent commercially available, before the Notice to Proceed. Coverage shall remain in force throughout the Work and completed-operations coverage through the warranty period. The VENDOR remains responsible for deductibles, self-insured retentions, and uninsured or underinsured acts of Subcontractors.

The VENDOR must provide a *Certificate of Insurance* in accordance with the required insurance requirements evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement. The *Certificate(s) of Insurance* shall be fully acceptable to the TOWN in both form and content, and shall provide and specify that the related insurance coverage shall not be cancelled without at least thirty (30) days prior written notice having been given to the TOWN. Failure of the VENDOR to obtain the TOWN'S approval, or to satisfy the TOWN in this matter, shall be grounds for termination of the Agreement. It is also understood and agreed that it is the VENDOR'S sole burden and responsibility to coordinate activities between itself, the TOWN, and the VENDOR'S insurer(s) so that the *Certificate(s) of Insurance* are acceptable to and accepted by the TOWN within the time limits described in this Agreement.

The VENDOR shall, upon ten (10) days written request from the TOWN, deliver copies to the TOWN of any or all insurance policies that are required in this Agreement.

It being the intent of the parties and material condition of this Agreement that the TOWN have up-to-date copies of all applicable insurance policies in order to determine appropriate and relevant coverage, limits, deductibles, insurance exclusions and other information related thereto.

X. STATE LAW COMPLIANCE

The VENDOR shall comply with all applicable Florida statutory requirements and shall execute or maintain the certifications and affidavits required by the solicitation and law. These include compliance with Section 448.095, Florida Statutes, requiring the VENDOR and every Subcontractor to register with and use E-Verify and requiring each Subcontractor to provide the statutory affidavit regarding unauthorized aliens; Section 787.06(14), Florida Statutes, requiring the attached human-trafficking affidavit; Section 287.133, Florida Statutes, concerning public entity crimes and the convicted vendor list; Section 287.135, Florida Statutes, concerning scrutinized companies or other entities and boycotts of Israel to the extent applicable to this Contract Sum; Section 287.138, Florida Statutes, if the scope permits access to personal identifying information; and all other certifications contained in the Contract Documents. The VENDOR shall promptly notify the TOWN if a representation becomes inaccurate. A false certification or statutory violation is a material breach and may require termination.

The VENDOR acknowledges that the TOWN did not request, consider, or grant a preference based on the VENDOR's social, political, or ideological interests. The VENDOR shall maintain a drug-free workplace consistent with its bid certification; shall not unlawfully collude in connection with the procurement; shall not offer gifts, gratuities, kickbacks, or things of value to influence award or administration; and shall disclose actual or apparent conflicts of interest.

XI. COMPLIANCE WITH LAWS

The VENDOR shall comply with the Town of Dundee Charter, Code of Ordinances, Land Development Code, Florida Building Code, accessibility requirements, permit conditions, occupational safety and environmental laws, Chapter 119 public-records requirements, the Florida Local Government Prompt Payment Act, Chapter 255 public-construction requirements, federal CDBG and HUD requirements, 2 C.F.R. Part 200 and applicable Appendix II contract provisions, 29 C.F.R. Parts 1, 3, and 5, and all other laws, regulations, executive orders, grant conditions, and lawful directives applicable to the Project. Mandatory federal and grant requirements control when more restrictive than another Contract Document. The VENDOR shall flow down all applicable requirements to Subcontractors.

Before the Notice to Proceed, the TOWN or its grant administrator shall confirm and attach the applicable HUD-4010 Federal Labor Standards Provisions, current Department of Labor wage determination, required equal-opportunity provisions, certified-payroll instructions, federal posters, Section 3 requirements or written nonapplicability determination, Build America, Buy America applicability or waiver determination, debarment requirements, and other grant documents. The VENDOR shall not begin Work until these materials are incorporated and the grant administrator confirms that preconstruction labor and grant requirements are satisfied. Execution of this Agreement does not cure omission of a legally required federal term from the procurement; if the grant administrator determines that rebidding or other action is required, the TOWN may suspend or terminate the Agreement without authorizing Work.

The VENDOR shall verify that it and each covered Subcontractor or supplier are not suspended, debarred, or otherwise excluded through the System for Award Management or another authorized method. It shall comply with applicable domestic purchasing preferences, recovered-material requirements, telecommunications prohibitions under 2 C.F.R. § 200.216, and federal anti-lobbying requirements. The Contract Work Hours and Safety Standards Act applies only if required by the governing federal award and applicable threshold. Federal wage-classification, restitution, or debarment disputes shall be resolved under the applicable Department of Labor and HUD procedures.

(a) VENDOR represents and warrants unto the TOWN that no officer, employee, or agent of the TOWN has any interest, either directly or indirectly, in the business of VENDOR to be conducted hereunder. VENDOR further represents and warrants unto the TOWN that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value to any person, company, corporation, individual, or firm, other than a bona fide employee working solely for VENDOR, in consideration for or contingent upon, or resulting from the award or making of this Agreement. Further, VENDOR also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any person, company, individual or firm in connection with carrying out this Agreement. It is absolutely understood and agreed by VENDOR that, for the breach or violation of this representation and warranty, the TOWN shall have the right to terminate this Agreement without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any percentage, gift, loan, or anything of value paid by VENDOR. VENDOR shall also

require, by contract, that all of its subcontractors if authorized and/or applicable shall comply with the provisions of this representation and warranty.

(b) ***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 executing this Agreement, 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 Agreement 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 executing this Agreement, VENDOR certifies that it is not on the convicted vendor list.

(c) ***Drug-Free Workplace***. By executing this Agreement, 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 this Agreement, 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 Agreement, 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 this Agreement 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 Agreement.

(f) ***Contracting with Foreign Entities***. By executing this Agreement, 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 Agreement 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 hereto as **Exhibit "D "** simultaneously with and prior to providing the Services hereunder.

XII. DATA TO BE FURNISHED TO VENDOR

The TOWN shall make available to the VENDOR the Project information, plans, drawings, grant documents, and existing records in the TOWN's possession that the TOWN determines are reasonably necessary for performance. Unless expressly warranted in a Contract Document, information concerning existing conditions is furnished for convenience and does not relieve the VENDOR of its duty to examine the Project Site, verify dimensions and conditions, request clarification, locate utilities, and promptly report conflicts, omissions, or concealed conditions before proceeding. The VENDOR may rely on written interpretations issued by an authorized TOWN representative, but not on oral statements or information from persons lacking authority.

XIII. WORK PRODUCT

Project-specific schedules, reports, testing results, material certifications, photographs, traffic-control plans, closeout records, warranty documents, payroll and compliance records, and other deliverables prepared for this Project shall be provided to and may be used by the TOWN for administration, audit, maintenance, repair, public-records compliance, and governmental purposes. The VENDOR may retain copies subject to record-retention and confidentiality laws. Preexisting proprietary forms or methods remain the VENDOR's property, but the VENDOR grants the TOWN a perpetual, nonexclusive, royalty-free license to use any such material incorporated into a required Project deliverable.

XIV. FORCE MAJEURE

Neither Party is liable for failure to perform an obligation, other than payment for accepted Work or protection of persons and property, to the extent performance is prevented by an event beyond the Party's reasonable control that could not reasonably have been avoided or mitigated. The affected Party shall promptly notify the other, describe the event and anticipated duration, protect the Project, and resume performance as soon as practicable. Force majeure does not include normal seasonal weather, market or price changes, labor or material shortages that reasonably could have been anticipated, financial difficulty, equipment failure, or delay by a Subcontractor or supplier unless independently caused by a qualifying event. Any extension must be documented by Change Order.

XV. ASSIGNMENT

The VENDOR shall not assign, transfer, delegate, pledge, or otherwise dispose of this Agreement, a material obligation, a right to payment, or a claim against the TOWN without the TOWN's prior written consent. The VENDOR shall promptly notify the TOWN of a merger, change in control, sale of substantially all assets, reorganization, dissolution, change of legal name, or other event materially affecting responsibility or performance. Approval of a Subcontractor does not constitute assignment and does not relieve the VENDOR of responsibility. The TOWN may require updated bonds, insurance, certifications, and federal eligibility review before consenting. In the event of a corporate acquisition and/or merger, the VENDOR shall provide written notice to the TOWN within thirty (30) Business Days of VENDOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably withheld by the TOWN, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

For purposes of this Agreement, the TOWN awarding a (bid/proposal) to a vendor which has disclosed its intent to assign or subcontract in its response, without exception shall constitute approval for purposes of this Agreement

XVI. TERMS, CONDITIONS, CONFLICTS AND NO WAIVER

The Contract Documents are complementary. A requirement stated in one is binding as though stated in all. If an inconsistency exists, mandatory law and federal grant requirements control first, followed by written amendments and Change Orders, this Agreement, the applicable federal and CDBG exhibits, addenda, the TOWN's technical specifications and Work Summary, the TOWN's General Provisions, the signed bid form, and only the accepted technical, price, quantity, layout, and schedule portions of the VENDOR's proposal. An approved shop drawing, schedule, submittal, invoice, or field instruction does not change the Contract Sum, Contract Time, warranty, or legal requirements.

To the extent any term, condition, exclusion, qualification, disclaimer, or limitation in the VENDOR's proposal or other document conflicts with this Agreement or another TOWN Contract Document, the TOWN Contract Documents control and the conflicting VENDOR provision is expressly rejected and has no force or effect. Without limitation, the TOWN rejects any right to increase or review pricing because of market conditions; any thirty-day price limitation; any unilateral right to withdraw after award or execution; any automatic charge for mobilization, overages, labor, equipment, or quantities without a Change Order; any contractor-created payment, interest, collection, attorney-fee, notice-of-nonpayment, or lien provision; any exclusion of tack coat, paint, striping, permits, fees, bonds, insurance, testing, traffic control, cleanup, restoration, or other required Work; and any disclaimer or limitation concerning drainage, ponding, compaction, base, subgrade, pavement performance, defective work, warranty, or damages that conflicts with the Contract Documents. By signing this Agreement, the VENDOR accepts this order of precedence and agrees to perform without reliance on rejected terms.

Before proceeding with Work affected by an apparent conflict, ambiguity, error, or omission, the VENDOR shall promptly request a written interpretation. The VENDOR shall not take advantage of an error or proceed on its own interpretation when cost, time, safety, accessibility, quality, or compliance may be affected. Failure to timely request clarification waives a claim arising from a conflict the VENDOR knew or reasonably should have known. A Party's failure or delay in enforcing a provision does not waive that provision, a later breach, or another remedy. A waiver is effective only in a written instrument signed by an authorized representative.

XVII. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement waives or enlarges the TOWN's sovereign immunity, liability limits, defenses, privileges, or procedural protections under Section 768.28, Florida Statutes, or other law. The TOWN does not indemnify, defend, or hold harmless the VENDOR. No elected official, officer, employee, attorney, engineer, inspector, or agent of the TOWN is personally liable under this Agreement. Any provision capable of being read as a TOWN indemnity or waiver shall be construed to impose no obligation beyond the TOWN's lawful liability. **This provision shall survive the termination of this Agreement**.

XVIII. ATTORNEYS' FEES AND REMEDIES

In the event either the TOWN or the VENDOR brings an action against the other to interpret and/or enforce this Agreement and/or any condition, covenant and/or provision herein, the prevailing party shall be entitled to recover its reasonable attorney's fees and court and professional costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XIX. CALCULATION OF TIME

The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by

this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date. For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in "calendar days" which means any and all days in a 365-day calendar year; and "business days" shall mean each calendar day which is not a Saturday, Sunday or a recognized holiday by the TOWN. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday by the TOWN, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available business day which the TOWN is open for business to the public.

XX. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida and applicable federal law. The VENDOR shall comply with all mandatory laws and grant requirements in effect during performance. If a change in law after the Effective Date materially changes the Work, the VENDOR shall promptly provide written notice, and any adjustment shall be determined through the Change Order process.

XXI. VENUE

Exclusive venue for any civil action arising from this Agreement shall lie in a state court of competent jurisdiction in Polk County, Florida, unless exclusive federal jurisdiction applies. Each Party waives an objection based on venue or forum non conveniens to the extent permitted by law.

XXII. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the TOWN and VENDOR. No Subcontractor, supplier, employee, resident, user, or other person is an intended contractual third-party beneficiary. This Article does not limit a right independently provided by a payment bond, federal wage law, public-records law, or another statute.

XXIII. MANDATORY PRE-SUIT MEDIATION

Disputes between the TOWN and VENDOR arising under this Agreement, except for emergency injunctive relief, protection of public health or safety, public-records enforcement, federal wage or grant proceedings, bond claims, or an expiring statutory deadline, shall first be mediated by a Florida Supreme Court-Certified Civil Mediator (hereafter the "Mediator") in accordance with Ch. 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) Days of the date on which mediation is requested in writing by either party. The Mediator shall be agreed upon but, if the parties are unwilling or unable to agree upon and/or select the Mediator, the parties agree that a Mediator from Central Florida Mediation Group, LLC, shall be selected by striking names from the list of mediators at Central Florida Mediation Group, LLC. The parties agree to mediate in good faith, be bound by the Mediator's agreement (if any), pay Mediator fees promptly and share them on an equal basis, unless otherwise agreed upon by the parties. Litigation shall not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (§44.403, Florida Statutes) shall apply to any such pre-suit mediation.

XXIV. INDEPENDENT VENDOR

The VENDOR is an independent contractor and not an employee, partner, joint venturer, or agent of the TOWN. The VENDOR is solely responsible for directing and compensating its employees, employment taxes and benefits, workers' compensation, construction means and methods, and supervision of Subcontractors. The VENDOR has no authority to bind the TOWN, pledge the TOWN's credit, incur an obligation in the TOWN's name, or represent that it is a TOWN official or employee.

XXV. ENTIRETY OF AGREEMENT

The Contract Documents constitute the entire agreement concerning the Project and supersede prior and contemporaneous negotiations, oral statements, correspondence, quotations, proposals, drafts, representations, and

understandings except to the extent expressly incorporated. The VENDOR's complete original bid remains in the public procurement file, but only the portions accepted under this Agreement form part of the Contract Documents, and conflicting VENDOR terms are governed by Article XVI.

XXVI. AUTHORIZATION

Each person signing this Agreement represents that he or she has full authority to bind the identified Party and that all required organizational or governmental approvals have been obtained. The VENDOR shall provide written evidence of the signatory's authority upon request. No employee or representative of the TOWN may authorize an expenditure beyond lawful appropriation, delegated purchasing authority, the approved Contract Sum, or a valid Change Order.

XXVII. REPRESENTATIONS AND WARRANTIES

The VENDOR represents and warrants that it is active and authorized to transact business in Florida; possesses or will obtain all required licenses and permits; has reviewed the Contract Documents and Project Site; has evaluated the labor, materials, equipment, supervision, federal compliance, and other costs required; has included those costs in the Contract Sum; is not relying on an oral statement or unauthorized representation; is financially and technically able to complete the Work; is not knowingly using an ineligible Subcontractor or supplier; and will maintain its legal status, licenses, bonds, insurance, and certifications throughout performance and the warranty period. These representations are material and continuing.

The VENDOR warrants clear title to all materials and equipment incorporated into the Work, free of liens, security interests, and claims, and shall not use material subject to a chattel mortgage, conditional sale, or retained interest unless the TOWN expressly approves in writing. Risk of loss remains with the VENDOR until incorporation into and acceptance of the Work, except for materials directly purchased by the TOWN, which remain subject to the VENDOR's duties of custody, protection, installation, and warranty.

XXVIII. CONSTRUCTION

This Agreement shall be construed as a whole to give effect to all provisions. Headings are for convenience and do not limit meaning. "Including" means "including without limitation"; "shall" is mandatory; the singular includes the plural; and references to statutes or regulations include lawful amendments and successor provisions. No presumption shall arise against either Party as drafter. If a provision is invalid or unenforceable, it shall be modified to the minimum extent necessary to make it lawful, and the remaining provisions remain effective.

XXIX. GENDER NEUTRAL

Words of any gender include every gender, and references to persons include individuals, firms, partnerships, corporations, limited liability companies, associations, governmental entities, and other legal entities, as the context requires.

XXX. RETAINAGE

Because the Contract Sum is $200,000 or less, the TOWN does not intend to withhold routine percentage retainage unless required by the federal grant, the surety, or a written amendment. The TOWN may nevertheless withhold a good-faith disputed amount, an amount required for federal wage or grant compliance, or an amount reasonably necessary to address defective or incomplete Work. Within thirty (30) calendar days after Substantial Completion, the TOWN and VENDOR shall cooperate in developing the single list of items and estimated completion costs required by Section 218.735, Florida Statutes. The list shall be delivered within the statutory period, and the final completion date shall be at least thirty (30) days after delivery. The TOWN shall release the remaining undisputed balance in accordance with law, less up to one hundred fifty percent (150%) of the estimated cost to complete listed items and other lawful withholdings. Omission of an item from the list does not relieve the VENDOR of responsibility, and warranty items shall be handled without improperly delaying final payment.

XXXI. PROHIBITION AGAINST CONTINGENCY FEES

The VENDOR warrants that it has not employed or retained a person, other than a bona fide employee or established commercial or professional firm, to solicit or secure this Agreement on a contingent fee, commission, percentage, gift, or other improper consideration. A violation is a material breach, and the TOWN may terminate the Agreement, deduct or recover the full amount of the improper payment, and pursue other lawful remedies.

XXXII. LIQUIDATED DAMAGES

In addition to and without waiving any right and/or entitlement to remedies and/or damage(s), provided under this Agreement and/or applicable Florida law, the VENDOR and TOWN acknowledge, represent, and warrant that, in the event of the VENDOR'S partial or total breach of this Agreement, the TOWN may incur monetary damages that are, by their nature, uncertain and/or not readily ascertainable by any known rule or pecuniary standard. In that event, the VENDOR and TOWN agree and stipulate that, upon receipt of written notice from the TOWN, the TOWN shall, in addition to any other damages provided for in this Agreement and/or applicable Florida law, to which the TOWN may be entitled that the TOWN will also be entitled to claim against the Performance Bond of the VENDOR or deduct from the regularly scheduled payment(s) to the VENDOR amounts and/or sums, which are not intended as a penalty or to secure performance, as liquidated damages for the VENDOR'S breach of this Agreement, as follows:

The TOWN may require Services or purchases to be substantially completed and/or delivered by a date-certain. Liquidated damages shall be assessed per day in the amount specified by the TOWN, in writing, prior to the commencement of the Services and applied against retainage. Any liquidated damages in excess of retainage shall be billed to the VENDOR and paid within sixty (60) days of said invoice. Any amount outstanding beyond sixty (60) days of invoice may be recovered from the bond for the Services.

XXXIII. PUBLIC RECORDS

VENDOR agrees to:

1. Keep and maintain public records required by the TOWN to perform the Services contemplated herein.

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.

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 this Agreement and/or any amendment(s) issued hereunder if the VENDOR does not transfer the records to the TOWN.

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 VENDOR or keep and maintain public records required by the TOWN to perform the service. If the VENDOR transfers all public records to the public agency upon completion of the Agreement 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 Agreement 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 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 CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF

PUBLIC RECORDS, ERICA ANDERSON, TOWN CLERK, (863) 438-8330, EANDERSON@TOWNOFDUNDEE.COM, 202 E. MAIN STREET, DUNDEE FLORIDA 33838.

If the VENDOR 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.

XXXIV. ACCESS TO RECORDS

The VENDOR shall create, maintain, and preserve complete Project records, including the Agreement and subcontracts, bids and quotations, change documents, invoices and job-cost records, payrolls and time records, wage and fringe-benefit records, employee and apprentice records, material certifications and delivery tickets, testing and inspection records, permits, bonds, insurance, federal eligibility checks, E-Verify documents, affidavits, correspondence, photographs, domestic-content records, and other documents necessary to establish performance and compliance. Records shall be retained for at least five (5) years after final payment or for the longer period required by 2 C.F.R. Part 200, HUD, the CDBG award, Polk County, the Florida records-retention schedule, the Department of Labor, or any unresolved audit, investigation, claim, litigation, or enforcement matter.

The TOWN, Polk County, HUD, the United States Department of Labor, the Comptroller General, applicable inspectors general, state or federal auditors, the grant administrator, and other authorized governmental representatives may inspect, copy, scan, and audit Project records and may interview workers during normal working hours. The VENDOR shall provide safe site access, electronic records in an accessible format, and timely responses without additional charge. The VENDOR is responsible for wage underpayments and costs disallowed because of its acts or omissions, false or unsupported documentation, use of an ineligible entity, or unapproved changes, and shall reimburse the TOWN within thirty (30) days after written demand or as otherwise agreed in writing.

XXXV. FURTHER ASSURANCES

Each Party shall execute reasonable additional documents and take reasonable action necessary to implement this Agreement, provided that no further assurance materially expands a Party's obligations, changes the Contract Sum or Contract Time, or waives a right unless approved through a written amendment or Change Order. The Parties shall coordinate their responsibilities and cooperate with lawful requests of the grant administrator, engineer, inspectors, surety, and funding agencies.

XXXVI. WAIVER OF JURY TRIAL

TO THE EXTENT PERMITTED BY LAW, THE TOWN AND VENDOR KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY CIVIL ACTION ARISING DIRECTLY FROM THIS AGREEMENT. **The right to a jury trial of such issues is hereby waived.**

XXXVII. COUNTERPARTS

This Agreement may be executed in counterparts, each deemed an original and all together one agreement. Electronic and scanned signatures may be accepted to the extent permitted by the TOWN and law, but the TOWN may require original bonds, powers of attorney, affidavits, notarizations, or other records.

XXXVIII. DUTY TO COOPERATE IN GOOD FAITH

The Parties acknowledge that proper performance serves the public interest. They shall cooperate and act in good faith in administering the Contract Documents, exchanging required information, coordinating inspections and operations, addressing federal and grant requirements, resolving disputes, and completing closeout. Good-faith cooperation does not require either Party to waive a contractual or legal right or approve an unauthorized expenditure or change.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

VENDOR:

H & S INVESTMENT GROUP OF CENTRAL FLORIDA, L.L.C., d/b/a AAA Top Quality Asphalt

By: _____
Printed Name: _____
Title: _____
Date: _____

Witness: _____
Printed Name: _____

Witness: _____
Printed Name: _____

TOWN OF DUNDEE, FLORIDA:

By: _____
Joe Garrison, Mayor
Date: _____

ATTEST:

_____
Erica Anderson, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Markeishia L. Smith, Town Attorney

COMMISSION AUTHORIZATION:

The Town Commission authorized entry into an agreement for RFP 26-02 on July 7, 2026, subject to satisfaction of all required federal, grant, bonding, insurance, technical, and legal requirements.

CONTRACTOR ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by _____, as _____ of H & S Investment Group of Central Florida, L.L.C., d/b/a AAA Top Quality Asphalt, on behalf of the company. The individual is ☐ personally known to me or ☐ produced _____ as identification.

_____
Notary Public, State of Florida
Printed Name: _____
Commission Number: _____
My Commission Expires: _____

EXHIBIT "A"

VENDOR BID FORM AND PROPOSAL

The attached bid form and proposal are incorporated only for the accepted Contract Sum, quantities, technical description, layout, and schedule. Article XVI controls, and conflicting VENDOR terms, exclusions, qualifications, disclaimers, withdrawal rights, price-escalation language, payment terms, and warranty limitations are rejected and have no force or effect.

Original

BID SUBMISSION FORM
FY 2025-2026 – **Community Center Parking Lot Resurfacing Project RFP 26-02**

RETURN DATE: 05/27/2026

RETURN TO: Office of the Town Clerk
Attn: RFP 26-02
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1. MILL/DEMO/BASE	1	1	$14,465.00	$14,465.00
2. PAVING/PERMIT/TACK COAT	1	1	$39,480.00	$39,480.00
3. STRIPING	1	1	$2,030.00	$2,030.00
4.				
5.				
6.				
7				
8.				
			TOTAL ($)	$55,975

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: AAA TOP QUALITY ASPHALT

Company Address: P.O. BOX 1564

Company City: WINTER HAVEN State: FL Zip: 33882

Company Phone Number: 863-521-5454 Fax Number: 863-425-5048

Authorized Representative: STEVE KELTON - PROJECT MANAGER

Signature: [signature] Date: 05-27-2026

Phone Number: 863-604-1097

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.

City of Dundee - Community Center - 1" Mill & 1.5" Pave/Re-stripe Proposal

Contact
Steve Kelton
(863) 604-1097
steven@aaatopqualityasphalt.com

Proposal Date 5/27/2026
Project ID 26-0787
Job Site 603 Lake Marie Blvd
Dundee, FL 33838

Submitted to
City of Dundee
Erica Anderson
(863) 438-8330 ext. 258
EAnderson@townofdundee.com

Services

City of Dundee - Community Center - 1" Mill & 1.5" Pave/Re-stripe

SCOPE OF WORK

- DEMO EXISTING CONCRETE ACCESS AISLE AND HAUL AWAY
- MILL THE EXISTING PARKING LOT TO A DEPTH OF 1"
- EXCAVATE AND BASE 2 AREAS TO WIDEN FRONT PARKING FOR PROPER ADA COMPLIANT PARKING STALLS - USING THE EXISTING MILLINGS AS BASE MATERIALS
- TACK COAT
- INSTALL 1.5" OF SP 9.5 ASPHALT TO THE PROJECT AREA (SEE MAP)
- RE-STRIPE NEW PARKING LOT CONFIGURATION (SEE MAP)

******ALL SIGNAGE, CURBING, AND/OR WHEEL STOPS TO BE COMPLETED BY THE CITY OF DUNDEE PER THE PRE-CON MEETING ON 05/12/2026******

"The Contract Work Hours and Safety Standards Act applies to this project."

PERMITTING

FEE FOR PULLING A PERMIT WITH THE CITY/COUNTY.

CONCRETE DEMO

- DEMO EXISTING CONCRETE ACCESS AISLE
- HAUL ALL MATERIALS OFF AND DISPOSE OF PROPERLY.

ASPHALT MILL & CLEAN

MILL APPROXIMATELY 2,715 sq yd OF EXISTING ASPHALT USING A RX-700 ROADTEC ASPHALT MILLING MACHINE TO AN AVERAGE DEPTH OF 1". USING A POWER BROOM, POWER SWEEP CLEAN THE DESIGNATED PROJECT AREA FREE OF ALL LOOSE DIRT, SAND AND DEBRIS FOR ASPHALT INSTALLATION. HAUL ALL MILLING DEBRIS FROM SITE AND DISPOSE OF.

BASE INSTALL

REMOVE ALL EXTRA DIRT, GRASS AND GROWTH FROM APPROX. 365 sq ft AND INSTALL 6" OF EXISTING ASPHALT MILLINGS. ROLL, LEVEL AND PACK TO PROPER DENSITY WITH STEEL WHEEL DOUBLE DRUM ROLLER, AND RUBBER TIRE TRAFFIC ROLLER.

City of Dundee - Community Center - 1" Mill & 1.5" Pave/Re-stripe Proposal

TACK COAT

APPLY ERGON ASPHALT EMULSIONS SP-MS TACK COAT TO THE PROJECT AREA FOR ASPHALT INSTALLATION AS NEEDED.

ASPHALT PAVING

INSTALL APPROXIMATELY 2,755 sq yd OF 1.5" SP 9.5 TLC TYPE HOT MIX ASPHALT MATERIALS (MAX RAP 40%) (ONE LIFT) TO THE PROJECT AREA. ROLL, LEVEL AND PACK TO PROPER DENSITY USING A STEEL WHEEL DOUBLE DRUM ROLLER AND RUBBER TIRE TRAFFIC ROLLER.

NOTE: THIS ITEM YIELDS 228 TONS

STRIPING

LAYOUT & PAINT ALL LINE STRIPES AND SYMBOLS IN THE DESIGNATED PROJECT AREA. USING A F.D.O.T. CERTIFIED TRAFFIC PAINT. (NOT RAISED THERMOPLASTIC).

QUANTITIES INCLUDE:

- (6) HC PARKING STALLS W/ ACCESS AISLES
- (47) REG PARKING STALLS
- (9) DIRECTIONAL ARROWS
- (4) 24" STOP BAS

Total: $55,975.00

Acceptance

PLEASE NOTE

DUE TO THE VOLATILITY OF THE CURRENT MARKET FOR OIL-BASED PRODUCTS, WE RESERVE THE RIGHT TO REVIEW PRICING AT THE TIME OF ASPHALT INSTALLATION.

EXCLUSIONS

THE FOLLOWING ARE NOT INCLUDED IN THE SCOPE OF WORK:

"ASPHALT OVERAGES DUE TO AN INCORRECT BASE
"TACK, PRIME, SAND, SILT FENCE, SURVEY, AS-BUILTS, SOIL TESTING, DENSITY TESTING, PAINT, BOND, PERMIT, PERMIT FEES, SOD, NIGHT WORK, LIGHT PLANT, HERBICIDE, OR ANY WORK NOT EXPLICITLY LISTED OR IMPLIED IN THE SCOPE OF WORK
"RESPONSIBILITY FOR REFLECTIVE CRACKING RESULTING FROM PAVING OVER OLD ASPHALT OR CONCRETE
"GUARANTEE OF POSITIVE DRAINAGE IN ALL AREAS, AS PONDING MAY OCCUR DUE TO EXISTING ELEVATIONS
" RESPONSIBILITY FOR TEAR MARKS THAT MAY APPEAR DUE TO SUMMER HEAT (THESE SHOULD SUBSIDE IN COOLER WEATHER; WE SAND THE ASPHALT AFTER INSTALLATION TO MITIGATE THIS ISSUE)
"RESPONSIBILITY FOR VEGETATION GROWTH THROUGH NEW ASPHALT PAVEMENT OR DAMAGE TO THE ASPHALT AFTER WE HAVE LEFT THE PROJECT SITE

ALL WORK QUOTED IS SPECIFIED ABOVE. ANY WORK NOT EXPLICITLY LISTED IS EXCLUDED.

WARRANTY EXCLUSIONS

" ASPHALT PAVEMENT OR BASE INSTALLATION WARRANTIES DO NOT COVER FAILURES CAUSED BY EXISTING SUBGRADE SOILS, INCLUDING CLAYEY SOILS, ORGANIC MATERIALS, OR OTHER UNSUITABLE MATERIALS.
"ASPHALT PAVEMENT WARRANTIES DO NOT COVER FAILURES CAUSED BY BASE OR SUBGRADE INSTALLED AND COMPACTED BY OTHERS.

City of Dundee - Community Center - 1" Mill & 1.5" Pave/Re-stripe Proposal

RIGHT OF CONTRACTOR TO WITHDRAW

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THE CONTRACTOR RESERVES THE RIGHT TO WITHDRAW FROM ANY AWARDED CONTRACT OR ISSUED PURCHASE ORDER OF RECEIPT, WITHOUT PENALTY OR LIABILITY, IF AFTER INTERNAL REVIEW, THE CONTRACTOR DETERMINES THAT PROCEEDING WITH THE PROJECT IS NO LONGER FEASIBLE DUE TO OPERATIONAL, FINANCIAL, LOGISTICAL, OR STRATEGIC REASONS.

TO EXERCISE THIS RIGHT, THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONTRACTING AUTHORITY STATING THE INTENTION TO WITHDRAW AND THE EFFECTIVE DATE OF SUCH WITHDRAWAL. UPON RECEIPT OF SUCH NOTICE, THE PARTIES SHALL HAVE NO FURTHER OBLIGATIONS TO ONE ANOTHER WITH RESPECT TO THE PROJECT, EXCEPT FOR PAYMENT FOR GOODS OR SERVICES ALREADY DELIVERED OR COMPLETED PRIOR TO THE DATE OF WITHDRAWAL.

SPORTS COURT INSTALLATION

WHEN INSTALLING A SPORTS COURT ON TOP OF NEW ASPHALT, TQA IS NOT RESPONSIBLE FOR SURFACE PATCHING OR LEVELING DUE TO THE ASPHALT BEING "ROUGH" OR "UNEVEN." ASPHALT IS NATURALLY ROUGH AND POROUS, AND THIS SHOULD BE ACCOUNTED FOR IN THE SPORTS COURT CONTRACTOR'S BID. NO BACK CHARGES WILL BE ACCEPTED.

NOTICE TO OWNER (NTO)

TQA SENDS OUT NTOS FOR EVERY PROJECT. EXPECT TO RECEIVE ONE FROM TQA, AS WELL AS FROM ANY SUPPLIERS OR SUBCONTRACTORS. THIS IS STANDARD PRACTICE.

PAYMENT TERMS

PAYMENT IS DUE WITHIN 30 DAYS FROM THE ORIGINAL INVOICE DATE. IF PAYMENT IS NOT RECEIVED WITHIN 60 DAYS, A NOTICE OF NON-PAYMENT WILL BE FILED/SENT WITH INTENT TO LIEN WITHIN 10 DAYS. IF AN ATTORNEY IS RETAINED TO COLLECT PAYMENT, ASSOCIATED FEES WILL BE INCLUDED.

BASE INSPECTION

PRIOR TO PAVING, THE BASE MUST BE INSPECTED. THE BASE MUST BE FIRM, ON GRADE, AND UNYIELDING. A STRING LINE TEST IS REQUIRED TO ENSURE THE CORRECT THICKNESS OF THE ASPHALT BEING INSTALLED.

OVERAGES AND MOBILIZATION

ANY OVERAGES WILL BE CHARGED BACK TO THE CONTRACTOR. ADDITIONAL MOBILIZATIONS WILL BE AT THE CONTRACTOR'S EXPENSE, AT A COST OF $4,500.00 PER MOBILIZATION. WE AIM TO HOLD PRICES FOR AT LEAST 30 DAYS, BUT PRICES ARE SUBJECT TO CHANGE THEREAFTER DUE TO INCREASES IN MATERIAL COSTS, HAULING, OR OTHER FACTORS.

SPEED BUMPS & OR CAR STOPS

THE CLIENT ACKNOWLEDGES THAT SPEED BUMPS, WHEEL STOPS, AND SIMILAR TRAFFIC CONTROL DEVICES INSTALLED ON THE PROPERTY ARE VISIBLE PHYSICAL FEATURES INTENDED TO REGULATE VEHICLE MOVEMENT AND ENHANCE SAFETY. WHILE REASONABLE CARE IS TAKEN IN THEIR PLACEMENT AND INSTALLATION, SUCH FEATURES MAY PRESENT A TRIPPING OR OBSTRUCTION HAZARD TO PEDESTRIANS.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL NOT BE HELD LIABLE FOR ANY INJURIES, DAMAGES, CLAIMS, OR LOSSES ARISING FROM OR RELATED TO INDIVIDUALS TRIPPING OVER, ENCOUNTERING, OR OTHERWISE INTERACTING WITH THESE INSTALLATIONS AFTER COMPLETION OF THE WORK. THE CLIENT AGREES TO ASSUME RESPONSIBILITY FOR MAINTAINING APPROPRIATE SIGNAGE, LIGHTING, AND ONGOING SAFETY MEASURES ONCE THE INSTALLATION IS COMPLETE.

THE CLIENT FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CONTRACTOR FROM ANY CLAIMS OR LIABILITIES RESULTING FROM THE USE, CONDITION, OR PRESENCE OF THE INSTALLED SPEED BUMPS OR CAR STOPS FOLLOWING PROJECT COMPLETION.

City of Dundee - Community Center - 1" Mill & 1.5" Pave/Re-stripe Proposal

Erica Anderson City of Dundee EAnderson@townofdundee.com	Date	Steve Kelton H&S Investment Group of Central Florida, LLC dba AAA Top Quality Asphalt steven@aaatopqualityasphalt.com

EXHIBIT "B"

FEDERAL AND CDBG CONTRACT REQUIREMENTS

Before issuance of the Notice to Proceed, the TOWN or its CDBG grant administrator shall attach the Project-specific federal documents identified below. The attached documents are incorporated into and control this Agreement to the extent required by federal law or the governing award.

- HUD-4010 Federal Labor Standards Provisions;
- The applicable United States Department of Labor wage determination and any modification required before award or commencement;
- CDBG labor-compliance, certified-payroll, worker-interview, reporting, and posting requirements;
- The applicable federal equal-employment clause and required notices;
- Section 3 requirements or a written determination of nonapplicability;
- Build America, Buy America applicability or waiver documentation, when applicable;
- Debarment and suspension, domestic-preference, recovered-material, telecommunications, and anti-lobbying requirements applicable to this Project; and
- Polk County, HUD, State of Florida, or other pass-through-entity forms and grant conditions applicable to the VENDOR and its Subcontractors.

No Work may begin until the TOWN or grant administrator confirms in writing that the required federal documents have been incorporated and all preconstruction labor and grant conditions have been satisfied.

EXHIBIT "C"
TOWN SOLICITATION AND TECHNICAL DOCUMENTS

The following documents, as issued and maintained in the TOWN's procurement file, are incorporated by reference subject to the order of precedence in Article XVI:

- Cover and Table of Contents, Community Center Parking Lot Resurfacing Project, RFP 26-02;
- Town of Dundee General Provisions, Terms and Conditions for RFP 26-02;
- Work Scope for RFP 26-02, limited to the provisions applicable to this paving Project and excluding unrelated template language;
- Work Summary and Attachments for RFP 26-02, including the one-year warranty, closeout, traffic-control, restoration, and cleaning requirements;
- Approved plans, drawings, parking layout, and written technical clarifications;
- All addenda issued before bid opening; and
- Any written technical exhibit approved by the TOWN that clarifies, but does not materially enlarge, the competitively solicited scope.

The original procurement documents and complete VENDOR bid shall remain unchanged in the procurement file. This Agreement resolves inconsistencies through its order-of-precedence and conflict provisions; it does not retroactively alter the documents issued or submitted.

EXHIBIT "D"
HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(14), Florida Statutes, requires a nongovernmental entity that executes, renews, or extends a contract with a governmental entity to provide an affidavit signed by an officer or representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

I, the undersigned officer or authorized representative of H & S INVESTMENT GROUP OF CENTRAL FLORIDA, L.L.C., d/b/a AAA Top Quality Asphalt, attest under penalty of perjury that the company does not use coercion for labor or services. The company does not use or threaten physical force; unlawfully restrain, isolate, or confine a person; use improper lending or credit methods to compel labor or services; destroy, conceal, confiscate, withhold, or possess a person's passport, visa, immigration document, or government identification; cause or threaten financial harm; entice or lure a person by fraud or deceit; or provide a Schedule I or Schedule II controlled substance for the purpose of exploitation.

Executed this _____ day of _____, 2026.

H & S INVESTMENT GROUP OF CENTRAL FLORIDA, L.L.C., d/b/a AAA Top Quality Asphalt

By: _____

Printed Name: _____

Title: _____

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by _____, as _____ of H & S Investment Group of Central Florida, L.L.C., d/b/a AAA Top Quality Asphalt. The individual is ☐ personally known to me or ☐ produced _____ as identification.

_____
Notary Public, State of Florida
Printed Name: _____
Commission Number: _____
My Commission Expires: _____

Town of Dundee

TOWN HALL

◆202 East Main Street ◆ P.O. Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330

July 7, 2026

David Joubert
1200 Legatto Loop
Dundee, FL 33838

Dear Mr. Joubert:

Your term as a member of the Planning and Zoning Board expired in February 2026. You have been a valuable member of this Board and Chairperson for the past few years.

Please let me know if you would like to be reappointed to this Board for another three (3) year term. There will be many more challenges for the Town of Dundee and your experience and dedication is needed.

Your reply is requested by July 10, 2026 so that it can be placed on the August Town Commission agenda. I can be reached at 863.438.8330, extension 258.

Your continued service on this Board is appreciated.

Sincerely,
Erica Anderson
Town Clerk

PROCLAMATION

WHEREAS, the Florida Water & Pollution Control Operators Association, organized in 1940, is a non-profit trade organization that promotes the sustainability of Florida's water utility industry through workforce development to protect the health of Florida's citizens and to preserve the state's water resources; and

WHEREAS, this organization offers water and wastewater treatment plant operator and water distribution operator training courses required for the state of Florida's operator licenses, eight voluntary certification programs, and continuing education programs for operator license renewal; and

WHEREAS, this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel; and

WHEREAS, the Florida Water & Pollution Control Operators Association recognizes all who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating *Florida Water Professionals Month*, which applauds their constant efforts to protect our health and environment; and

WHEREAS, water professionals are essential first responders, as defined by Florida Statute 403.865 (b), during storms and other catastrophic events, working to ensure safe drinking water and safe disposal of wastewater for our communities.

NOW, THEREFORE, I, Joe Garrison, by the authority vested in me as Mayor of Dundee, Florida, hereby proclaim August 2025 as

"Florida Water Professionals Month"

in Dundee and extend greetings and best wishes to all observing *Florida Water Professionals Month*.

_____
Joe Garrison, Mayor

Attest:

_____
Erica Anderson, Town Clerk

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	August 22, 2026	**Submitted By:** Lorraine Peterson- Planning & Zoning
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, ORDINANCE 26-11 - TOWN-INITIATED TEXT AMENDMENT TO TABLES 2.03 (A) THROUGH 2.03 (C) OF THE LAND DEVELOPMENT CODE-2ND READING	
STAFF RECOMMENDATION: **(**MOTION READY)	I move the Town Commission approve Ordinance 26-11, a Town – Initiated request for a Land Development Code Text Amendment to Table 2.03 (A) -Canopy Trees, Table 2.03 (B)-Small Trees for Buffer yards, and Table 2.03 (C)-Shrubs.	
SUMMARY *and/or* JUSTIFICATION:	The Town is proposing a text amendment to the Town of Dundee Land Development Code (LDC) specifically regarding tables 2.03 (A) through 2.03 (C) Canopy Trees, Small Trees for Buffer yards, and Shrubs. The Town's current landscaping tables have not been updated in several years. The added small trees and shrubs can be found in red, the proposed additions align with a more modern and aesthetic look along with sustainable water use.	

SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**	
	STAFF REPORT:	X	**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*	Staff Report Ordinance 26-11 BIE			
SELECT, *if applicable*	**RESOLUTION: N/A**		**ORDINANCE: 26-11**	
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.)*	ORDINANCE 26-11 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE TOWN OF DUNDEE LAND DEVELOPMENT CODE; REGARDING LANDSCAPING AND BUFFERING STANDARDS ; SPECIFICALLY AMENDING TABLE 2.03(A) (APPROVED CANOPY TREES, TABLE 2.03(B) (APPROVED SMALL TREES FOR BUFFERYARDS), AND 2.03(C) (SHRUBS);PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.			

FISCAL IMPACT *(if any):*	This Ordinance will not produce any fiscal impacts to the Town.	$0.00

ORDINANCE 26-11

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE TOWN OF DUNDEE LAND DEVELOPMENT CODE; REGARDING LANDSCAPING AND BUFFERING STANDARDS ; SPECIFICALLY AMENDING TABLE 2.03(A) (APPROVED CANOPY TREES, TABLE 2.03(B) (APPROVED SMALL TREES FOR BUFFERYARDS), AND 2.03(C) (SHRUBS);PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; 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, in accordance with the procedures required by Sections 166.041 (3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this ordinance were considered by 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 on June 18, 2026, at which time interested parties and citizens had the opportunity to be heard and such amendments were recommended to the Town Commission for adoption ; and

WHEREAS, the Town Commission finds it necessary to update the approved lists of vegetative materials to promote Florida-Friendly Landscaping practices and eliminate invasive or non-performing plant species; and

WHEREAS, the Town Commission deems this amendment to be in the best interest of the health, safety, and welfare of the residents of the Town of Dundee.

WHEREAS, the Town of Dundee, Florida, has complied with all requirements and procedures in processing and adopting this Ordinance No. 26-11; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the

enactment and adoption of this Ordinance No. 26-11 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 Ordinance No. 26-11 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 ORDAINED BY THE TOWN COMMISSION 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, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Ordinance.

Section 2. Commission Support. The Town Commission of the Town of Dundee, Florida, hereby authorizes, directs, and supports the recommended Text Amendment (see **Exhibit "A"**) which will amend the Town of Dundee Land Development Code of the Town of Dundee, Florida, which is attached hereto and made part hereof by reference (stricken words are deleted).

Section 3. **Conflicts.** All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the Land Development Code of the Town of Dundee, unless such repeal is explicitly set forth herein.

Section 4. Severability. The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional. If any word, sentence, clause, phrase, or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, unconstitutional, then all remaining provisions and portions of this Ordinance shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held

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

Section 5. Administrative Correction of Scrivener's Errors and Codification. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Land Development Code of the Town of Dundee, Florida; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Land Development Code of the Town of Dundee is accomplished, 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 or her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk. A certified copy of this enacting Ordinance and certified copy of the Town of Dundee Land Development Code 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 6. Effective Date. This Ordinance shall take effect immediately upon its final passage and adoption by the Town Commission.

INTRODUCED AND PASSED, on First Reading and public hearing this 7th day of July, 2026.

PASSED AND DULY ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 4th day of August, 2026.

TOWN OF DUNDEE, FLORIDA

_____
Joseph Garrison, Mayor

ATTEST WITH SEAL:

_____
Erica Anderson, Town Clerk

Approved as to form:

_____
Markeishia Smith, Town Attorney

Ordinance 26-11
Exhibit A

2.03.03. - Canopy trees.

Canopy trees shall be required for the purpose of shading impervious surfaces associated with all development in the town. Structures shall not be used in calculating or estimating the area of impervious surface. This subsection requires the calculation of the total impervious surface on a given site and the shading of one-third of that total impervious surface. To standardize the calculation, each paved parking space shall require 200 square feet of canopy area. Loading zones, sidewalks and other paved surfaces, with the exception of swimming pool decks and aprons, shall be calculated separately and one-third of the total area shall be shaded with canopy trees.

1. Canopy trees shall be selected from table 2.03(A) and planted no closer than five feet to any paved surface.

2. Planting areas for canopy trees shall be no less than 100 square feet in area.

3. Planting areas under canopy trees shall be planted in compatible shrubs from table 2.03(C) or ground covers but not planted in grass.

TABLE 2.03(A). CANOPY TREES

Species	Common Name	Canopy (square feet)
Acer rubrum	Red maple	500
Carya glabra	Pignut hickory	700
Carya illinoensis	Pecan	700
Carya tomentosa	Mockernut hickory	700
Celtis laevigata	Sugarberry (hackberry)	1,300
Cinnamomum camphora	Camphor	700
Fraxinus caroliniana	Pop ash	500
Liquidambar styraciflua	Sweetgum	500
Magnolia grandiflora	Southern magnolia	500
Pinus clausa	Sand pine	500
Pinus elliottii	Slash pine	500
Pinus elliottii var. densa	South Florida pine	500
Pinus palustris	Longleaf pine	500
Platanus occidentalis	Sycamore	700
Quercus laurifolia	Laurel oak	970
Quercus nigra	Water oak	700

Quercus virginiana	Live oak	2,000
Acer rubrum	Red Maple	1,590
Tilia caroliniana	Carolina basswood	500
Ulmus slata	Winged elm	500
Ulmus americana	Florida elm	700

TABLE 2.03(B). SMALL TREES FOR BUFFERYARDS

Species	Common Name	Canopy (square feet)
Baccharis halimifolia	Groundsel tree salt bush	50
Betula nigra	River birch	200
Sabal Palmetto	Cabbage Palm	175
Callistemon viminalis	Weeping bottlebrush	80
Carpinus caroliniana	American hornbeam	120
Carya floridana	Scrub hickory	120
Chionanthus virginicus	Fringe tree	80
Cornus florida	Flowering dogwood	200
Crataegus	Hawthorne	120
Eriobotrya japonica	Loquat, Japanese plum	80
Eucalyptus cinerea	Silver dollar eucalyptus	120
Wodyetia bifurcata	Foxtail Palm	15
Gleditsia aquatica	Water locust	180
Gordonia lasianthus	Loblolly bay	200
Ilex attenuata	East Palatka holly	200
Ilex cassine	Dahoon holly	200
Ilex opaca	American holly	200
Juniperus silicicola	Southern red cedar	120
Koelreuteria elegans	Golden rain tree	320
Lagerstroemia indica	Crepe myrtle	120
Magnolia virginiana	Sweetbay magnolia	200
Osmanthus americana	Wild olive, devilwood	50
Osmanthus megacarpa	Scrub olive	80
Parkinsonia aculeata	Jerusalem thorn	200
Persea borbornia	Red bay	120
Phoenix sylvestris	Sylvester Palm	25
Prunus caroliniana	Cherry laurel	120
Prunus serotina	Wild black cherry	320

Quercus chapmanii	Chapman oak	180
Quercus geminata	Sand live oak	120
Quercus incana	Bluejack oak	120
Quercus laevis	Turkey oak	180
Quercus myrtifolia	Myrtle oak	80
Sabal Palmetto	Sabal Palm	175
Taxodium distichum	Bald cypress	320
Ulmus parvifolia	Drake elm, Chinese elm	320

TABLE 2.03(C). SHRUBS

Species	Common Name
Abelia grandiflora	Glossy abelia
Asparagaceae	Liriope Plants
Baccharis halimifolia	Groundsel tree/saltbush
Befaria racemosa	Tarflower
Bumelia tenax	Silver buckthorn
Camellia japonica	Camellia
Carrissa	Boxwood beauty
Clusia guttifera	Clusia Hedge
Codiaeum variegatum	Croton
Cortaderia selloana	Pampas grass
Cycas revoluta	King sago
Duranta repens	Golden dewdrop
Garberia heterophylla	Garberia
Gardenia jasminoides	Gardenia
Hydrangea macraphylla	Hydrangea
Hypericum hypericoides	St. Andrew's cross
Hypericum reductum	St. John's wort
Ilex cornuta "Bufordi"	Buford holly
Ilex cornuta "Dwarf Bufordi"	Dwarf Buford holly
Ilex cornuta "rotunda"	Rotunda holly
Ilex glabra	Gallberry
Ilex opaca arenicola	Scrub holly
Ilex vomitoria "nana"	Shillings holly
Ilex vomitoria "Pendula"	Weeping yaupon holly
Illicium anisatum	Japanese anise
Illicium floridanum	Star anise
Illicium parviflorum	Florida anise
Itea virginica	Virginia willow

Jasminum natidum	Shining jasmine
Jasminum pubescens	Downy jasmine
Juniperus conferta "compacta"	Dwarf shore juniper
Juniperus "Pfitzeriana"	Pfitzer juniper
Junipera squamata "expansa"	Parson's juniper
Leucophyllum frutescens	Texas sage
Ligustrum japonicum	Ligustrum
Lyonia ferruginea	Rusty lyonia
Lyonia lucida	Shiny lyonia/fetterbush
Myrica cerifera	Wax myrtle
Persea humilis	Silk bay
Photinia glabra	Red tip
Pittosporum tobira	Green pittosporum
Pittosporum tobira "compacta"	Compact pittosporum
Pittosporum tobira "variegata"	Variegated pittosporum
Raphiolepis indica	India hawthorn
Rhododendron "Duc de Rohan"	Azalea, "Duc de Rohan"
Rhododendron serrulatum	Swamp azalea
Rhododendron simsii	Indian azalea
Serenoa repens	Saw palmetto
Thryallis glauca	Thryallis, Shower-of-gold
Vaccinium darrowi	Little blueberry
Viburnum obovatum	Blackhaw
Viburnum odoratissmum	Sweet viburnum
Viburnum suspensum	Sandankwa viburnum
Zamia floridana	Coontie

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.*
>
> 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:
>
>   a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;
>
>   b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and
>
>   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.
>
> 3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.
>
> 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,

[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)*.

nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *Town of Dundee* ***Ordinance No. 26-11*** (hereafter the "Ordinance").

This BIE may be revised following its initial posting.

☐ 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;

☐ 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):**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE TOWN OF DUNDEE LAND DEVELOPMENT CODE; REGARDING LANDSCAPING AND BUFFERING STANDARDS ; SPECIFICALLY AMENDING TABLE 2.03(A) (APPROVED CANOPY TREES, TABLE 2.03(B) (APPROVED SMALL TREES FOR BUFFERYARDS), AND 2.03(C) (SHRUBS);PROVIDING

FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The purpose is to:

Updated tables 2.03 (A) through 2.03 (C) to reflect a more updated tree and shrub list to align the Town with a more modern aesthetic look along with trees and shrubs that are water sustainable.

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

   This ordinance pertains to a town-initiated text amendment and does not impose any operational or financial requirements on other private businesses.

   Estimated Impact:

- Direct Costs to Businesses: $0
- Indirect Costs to Businesses: $0
- New Fees or Charges: None
- Compliance Requirements: None

No private businesses will be required to take any action, submit documentation, or alter operations as a result of this ordinance.

3. **Good faith estimate of the number of businesses likely to be impacted by the proposed *Town of Dundee Ordinance No. 26-07*:**

   Estimated number of impacted businesses: 0

   There are no anticipated impacts on any for-profit businesses operating within the Town of Dundee or its service area.

4. **Additional information the *Town Commission of the Town of Dundee* deems useful (if any):**

   None currently.

Town of Dundee
Town Commission
Staff Report
Town – Initiated Texted Amendment to Landscaping Tables 2.03 (A) -2.03 (C)

To: Planning and Zoning Board
Agenda Date: August 4, 2026
Department: Planning and Zoning
Discussion Topic: Town-Initiated Text Amendment to Tables 2.03 (A) through 2.03 (C)-2nd hearing
Applicant: Town of Dundee
Planning & Zoning Board Recommendation: Recommended Approval, 5-0
Town Commission Transmittal Hearing: Approval, 5-0 with minor changes
Town Commission Adoption Hearing: Pending Hearing
DEO Comments: N/A
Prepared By: Lorraine Peterson, Development Services Director

REQUESTED ACTION

The Town is proposing a text amendment to the Town of Dundee Land Development Code (LDC) specifically regarding tables 2.03 (A) through 2.03 (C) Canopy Trees, Small Trees for Buffer yards, and Shrubs.

BACKGROUND

The Town of Dundee's current landscaping tables have not been updated in several years. The Town is seeking to add to table 2.03 (B) and table 2.03 (C) the added small trees and shrubs can be seen in red. The proposed additions align with a more modern aesthetic look along with sustainable water use.

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Town – Initiated Texted Amendment to Landscaping Tables 2.03 (A) -2.03 (C)

PROPOSED LANGUAGE- LAND DEVELOPMENT CODE

2.03.03. - Canopy trees.

Canopy trees shall be required for the purpose of shading impervious surfaces associated with all development in the town. Structures shall not be used in calculating or estimating the area of impervious surface. This subsection requires the calculation of the total impervious surface on a given site and the shading of one-third of that total impervious surface. To standardize the calculation, each paved parking space shall require 200 square feet of canopy area. Loading zones, sidewalks and other paved surfaces, with the exception of swimming pool decks and aprons, shall be calculated separately and one-third of the total area shall be shaded with canopy trees.

1. Canopy trees shall be selected from table 2.03(A) and planted no closer than five feet to any paved surface.

2. Planting areas for canopy trees shall be no less than 100 square feet in area.

3. Planting areas under canopy trees shall be planted in compatible shrubs from table 2.03(C) or ground covers but not planted in grass.

TABLE 2.03(A). CANOPY TREES

Species	Common Name	Canopy (square feet)
Acer rubrum	Red maple	500
Carya glabra	Pignut hickory	700
Carya illinoensis	Pecan	700
Carya tomentosa	Mockernut hickory	700
Celtis laevigata	Sugarberry (hackberry)	1,300
Cinnamomum camphora	Camphor	700
Fraxinus caroliniana	Pop ash	500
Liquidambar styraciflua	Sweetgum	500
Magnolia grandiflora	Southern magnolia	500
Pinus clausa	Sand pine	500
Pinus elliottii	Slash pine	500
Pinus elliottii var. densa	South Florida pine	500
Pinus palustris	Longleaf pine	500

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Platanus occidentalis	Sycamore	700
Quercus laurifolia	Laurel oak	970
Quercus nigra	Water oak	700
Quercus virginiana	Live oak	2,000
Acer rubrum	Red Maple	1,590
Tilia caroliniana	Carolina basswood	500
Ulmus slata	Winged elm	500
Ulmus americana	Florida elm	700

TABLE 2.03(B). SMALL TREES FOR BUFFERYARDS

Species	Common Name	Canopy (square feet)
Baccharis halimifolia	Groundsel tree salt bush	50
Betula nigra	River birch	200
Cabbage Palm	Sabal Palmetto	175
Callistemon viminalis	Weeping bottlebrush	80
Carpinus caroliniana	American hornbeam	120
Carya floridana	Scrub hickory	120
Chionanthus virginicus	Fringe tree	80
Cornus florida	Flowering dogwood	200
Crataegus	Hawthorne	120
Eriobotrya japonica	Loquat, Japanese plum	80
Eucalyptus cinerea	Silver dollar eucalyptus	120
Wodyetia bifurcata	Foxtail Palm	175
Gleditsia aquatica	Water locust	180
Gordonia lasianthus	Loblolly bay	200
Ilex attenuata	East Palatka holly	200
Ilex cassine	Dahoon holly	200
Ilex opaca	American holly	200
Juniperus silicicola	Southern red cedar	120
Koelreuteria elegans	Golden rain tree	320
Lagerstroemia indica	Crepe myrtle	120
Magnolia virginiana	Sweetbay magnolia	200
Osmanthus americana	Wild olive, devilwood	50

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Town – Initiated Texted Amendment to Landscaping Tables 2.03 (A) -2.03 (C)

Osmanthus megacarpa	Scrub olive	80
Parkinsonia aculeata	Jerusalem thorn	200
Persea borbornia	Red bay	120
Phoenix sylvestris	Sylvester Palm	175
Prunus caroliniana	Cherry laurel	120
Prunus serotina	Wild black cherry	320
Quercus chapmanii	Chapman oak	180
Quercus geminata	Sand live oak	120
Quercus incana	Bluejack oak	120
Quercus laevis	Turkey oak	180
Quercus myrtifolia	Myrtle oak	80
Sabal Palmetto	Sabal Palm	175
Taxodium distichum	Bald cypress	320
Ulmus parvifolia	Drake elm, Chinese elm	320

TABLE 2.03(C). SHRUBS

Species	Common Name
Abelia grandiflora	Glossy abelia
Asparagaceae	Liriope Plants
Baccharis halimifolia	Groundsel tree/saltbush
Befaria racemosa	Tarflower
Bumelia tenax	Silver buckthorn
Camellia japonica	Camellia
Carrissa	Boxwood beauty
Clusia guttifera	Clusia Hedge
Codiaeum variegatum	Croton
Cortaderia selloana	Pampas grass
Cycas revoluta	King sago
Duranta repens	Golden dewdrop
Garberia heterophylla	Garberia
Gardenia jasminoides	Gardenia
Hydrangea macraphylla	Hydrangea
Hypericum hypericoides	St. Andrew's cross

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Hypericum reductum	St. John's wort
Ilex cornuta "Bufordi"	Buford holly
Ilex cornuta "Dwarf Bufordi"	Dwarf Buford holly
Ilex cornuta "rotunda"	Rotunda holly
Ilex glabra	Gallberry
Ilex opaca arenicola	Scrub holly
Ilex vomitoria "nana"	Shillings holly
Ilex vomitoria "Pendula"	Weeping yaupon holly
Illicium anisatum	Japanese anise
Illicium floridanum	Star anise
Illicium parviflorum	Florida anise
Itea virginica	Virginia willow
Jasminum natidum	Shining jasmine
Jasminum pubescens	Downy jasmine
Juniperus conferta "compacta"	Dwarf shore juniper
Juniperus "Pfitzeriana"	Pfitzer juniper
Junipera squamata "expansa"	Parson’s juniper
Leucophyllum frutescens	Texas sage
Ligustrum japonicum	Ligustrum
Lyonia ferruginea	Rusty lyonia
Lyonia lucida	Shiny lyonia/fetterbush
Myrica cerifera	Wax myrtle
Persea humilis	Silk bay
Photinia glabra	Red tip
Pittosporum tobira	Green pittosporum
Pittosporum tobira "compacta"	Compact pittosporum
Pittosporum tobira "variegata"	Variegated pittosporum
Raphiolepis indica	India hawthorn
Rhododendron "Duc de Rohan"	Azalea, "Duc de Rohan"
Rhododendron serrulatum	Swamp azalea
Rhododendron simsii	Indian azalea
Serenoa repens	Saw palmetto
Thryallis glauca	Thryallis, Shower-of-gold
Vaccinium darrowi	Little blueberry
Viburnum obovatum	Blackhaw

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Viburnum odoratissmum	Sweet viburnum
Viburnum suspensum	Sandankwa viburnum
Zamia floridana	Coontie

CONSISTENCY WITH THE COMPREHENSIVE PLAN

Staff have reviewed the proposed text amendment against the Town of Dundee Comprehensive Plan and determined it directly supports the following objectives:

- **Conservation Element - Objective 4:** Protect and conserve natural plant communities and promote the planting of low-water-use native vegetation.
- **Future Land Use Element - Objective 2:** Ensure development regulations maintain a high-quality aesthetic environment through adequate screening and natural landscape standards.

FISCAL IMPACT

There is no direct fiscal impact on the Town.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of Ordinance 26-11.

Town of Dundee
Town Commission
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Town – Initiated Texted Amendment to Landscaping Tables 2.03 (A) -2.03 (C)

MOTION OPTIONS:

1. I move the Town Commission **approve Ordinance 26-11**, a Town – Initiated request for a Land Development Code Text Amendment to Table 2.03 (A) -Canopy Trees, Table 2.03 (B)-Small Trees for Buffer yards, and Table 2.03 (C)-Shrubs.

2. I move the Town Commission **approve with changes Ordinance 26-11**, a Town – Initiated request for a Land Development Code Text Amendment to Table 2.03 (A) -Canopy Trees, Table 2.03 (B)-Small Trees for Buffer yards, and Table 2.03 (C)-Shrubs.

3. I move the Town Commission **deny** Ordinance 26-11, a Town – Initiated request for a Land Development Code Text Amendment to Table 2.03 (A) -Canopy Trees, Table 2.03 (B)-Small Trees for Buffer yards, and Table 2.03 (C)-Shrubs.

4. I move the Town Commission **continue Ordinance 26-11** until a date certain.

ATTACHMENTS:

Ordinance 26-11

BIE Report

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	AUGUST 4, 2026	**Submitted By:** Markeishia Smith, Town Attorney
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, ORDINANCE 26-12 OFFICE OF THE TOWN CLERK 2nd READ	
STAFF RECOMMENDATION: **(**MOTION READY)	1. Approve Ordinance No. 26-12 on second reading. 2. Deny Ordinance No. 26-12. 3. Continue consideration of the ordinance and direct staff to prepare revisions or additional information for future Commission consideration. 4. Provide such other direction as the Commission deems appropriate.	
SUMMARY *and/or* JUSTIFICATION:	The Town Commission has requested consideration of an ordinance establishing the Office of the Town Clerk and defining the appointment, authority, duties, and responsibilities of that office. The proposed ordinance is intended to provide a clear governance structure for the Office of the Town Clerk, ensure continuity in the administration of the Town's legislative and records management functions, and clarify the reporting relationship between the Town Clerk and the Commission. Ordinance No. 26-12 supplements the Charter of the Town of Dundee by creating Section 3.12 establishing the Office of the Town Clerk. The ordinance provides for the appointment, powers, duties, and responsibilities of the Town Clerk; establishes the Town Clerk as the administrative head of the Office of the Town Clerk under the general direction and supervision of the Commission; and authorizes the Town Clerk to administer and supervise the Office of the Town Clerk and its personnel. The ordinance further provides for the uninterrupted continuation of the individual serving as Town Clerk immediately preceding the effective date of the ordinance, ensuring there is no interruption in service, no break in employment, and no loss of compensation, accrued leave, retirement benefits, years of service, or other employment rights and benefits. The ordinance also preserves the Commission's authority to consider and approve an employment agreement with the Town Clerk at a future meeting, should the Commission determine such action to be appropriate. The proposed ordinance is intended to clarify the administration of the Office of the Town Clerk while preserving continuity of municipal operations and uninterrupted public services. If approved, the Town Manager, Town Clerk, and Town Attorney will be authorized to take all administrative actions necessary to implement the ordinance.	

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*	Ordinance 26-12 Exhibit A			
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE: 26-12**	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, SUPPLEMENTING THE CHARTER OF THE TOWN OF DUNDEE BY CREATING SECTION 3.12 OF THE CHARTER OF THE TOWN OF DUNDEE ESTABLISHING THE OFFICE OF THE TOWN CLERK; PROVIDING FOR THE APPOINTMENT, DUTIES, POWERS, AND RESPONSIBILITIES OF THE TOWN CLERK; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR RECORDATION, CHARTER INCORPORATION, AND CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.**			
FISCAL IMPACT *(if any):*	There is no immediate fiscal impact associated with the adoption of this ordinance. Existing personnel costs are currently budgeted. Any future employment agreement, compensation adjustment, or budget amendment relating to the Office of the Town Clerk shall require separate approval by the Commission.			$0.00

ORDINANCE NO. 26-12

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, SUPPLEMENTING THE CHARTER OF THE TOWN OF DUNDEE BY CREATING SECTION 3.12 OF THE CHARTER OF THE TOWN OF DUNDEE ESTABLISHING THE OFFICE OF THE TOWN CLERK; PROVIDING FOR THE APPOINTMENT, DUTIES, POWERS, AND RESPONSIBILITIES OF THE TOWN CLERK; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR RECORDATION, CHARTER INCORPORATION, AND CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee, Florida (the "Town"), is a municipal corporation organized under the Constitution and laws of the State of Florida and possesses broad home-rule authority pursuant to Article VIII, Section 2(b) of the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission is authorized to exercise any power for municipal purposes except as otherwise prohibited by law; and

WHEREAS, the Town Commission finds that the Charter neither expressly establishes the Office of the Town Clerk nor prescribes the method of appointment, supervision, or administration of such office, and does not prohibit the Commission from establishing such office pursuant to its home rule authority; and

WHEREAS, the Town Commission finds that establishing the Office of the Town Clerk and defining the duties, powers, and responsibilities of the Town Clerk promotes efficient municipal administration, enhances accountability, and serves the public health, safety, and welfare; and

WHEREAS, after consideration of the Charter and applicable law, the Town Commission finds that it is appropriate to establish the Office of the Town Clerk by ordinance pursuant to the Town's legislative and home-rule authority.

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

Section 1. <u>Legislative Findings</u>.

The foregoing recitals are hereby adopted and incorporated herein as the legislative findings of the Town Commission and are found to be true and correct

Section 2. Purpose and Intent.

The purpose and intent of this Ordinance is to establish the Office of the Town Clerk, clarify the appointment, authority, supervision, and duties of the Town Clerk, and promote the efficient administration of the legislative, records management, and statutory functions of the Town.

Section 3. Creation of Section 3-12 of the Charter.

Chapter 1, Article III of the Charter of the Town of Dundee is hereby supplemented by creating Section 3.12 to read as follows:

Sec. 3.12. – Town Clerk.

(a) There shall be a Town Clerk appointed by the Commission. The Town Clerk shall serve at the pleasure of the Commission and shall serve under the direction and supervision of the Commission. The Town Clerk shall be selected solely on the basis of administrative qualifications, education, training, experience, and ability to perform the duties of the office.

(b) The Town Clerk shall:

(1) Be the administrative head of the Office of the Town Clerk and shall direct and supervise the administration of the Office of the Town Clerk. The Town Clerk shall exercise control over the Office of the Town Clerk and all divisions and personnel assigned thereto. The Town Clerk shall appoint and, when the Town Clerk deems it necessary for the good of the Town, suspend or remove all subordinate employees assigned to the Office of the Town Clerk, except as otherwise provided by law, this Charter, or the Town's duly adopted personnel policies.

(2) Serve as the custodian of the official records of the Town and shall have the authority to administer oaths and certify, under the Seal of the Town, true copies of ordinances, resolutions, minutes, journal entries, contracts, and other official records of the Town.

(3) Be the custodian of the Town Seal and of all records and papers of a general character pertaining to the affairs of the Town.

(4) Attend all meetings of the Commission, or designate an employee of the Office of the Town Clerk to attend such meetings; prepare and maintain the official journal and minutes of the proceedings of the Commission; and certify the correctness of such proceedings by the signature of the Town Clerk and the signature of the presiding officer.

(5) Execute such certificates, attestations, notices, and other official documents as may be required by this Charter, the general laws of the State of Florida, ordinance or resolution of the Commission, or as otherwise necessary in the performance of the duties of the office.

(6) Perform all duties prescribed by this Charter, the general laws of the State of Florida, ordinances and resolutions of the Commission not inconsistent with this Charter or general law, together with such additional duties as may be assigned by the Commission.

Section 4. Transition.

The individual serving as Town Clerk immediately preceding the effective date of this **Ordinance No. 26-12** shall continue serving as the Town Clerk without interruption in service and without any break in employment. Effective upon the effective date of this **Ordinance No. 26-12**, such individual shall be deemed to be serving as the Town Clerk pursuant to Section 3.12 of the Charter, as created herein, without the necessity of further appointment or other action by the Commission. All compensation, accrued leave, retirement benefits, years of service, and all other employment rights and benefits shall continue uninterrupted. Nothing contained herein shall prohibit the Commission from entering into an employment agreement with the Town Clerk or taking any other action authorized by law, this Charter, or the Town's duly adopted personnel policies.

Section 5. Severability.

The provisions of this **Ordinance No. 26-12** are severable. If any section, subsection, sentence, clause, phrase of this **Ordinance No. 26-12**, 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. 26-12**, 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. 26-12** 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. 26-12** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Ordinance No. 26-12** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Ordinance No. 26-12**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Ordinance No. 26-12**, 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. Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Implementation.

The Town Manager, Town Clerk, and Town Attorney are authorized to take all administrative actions necessary to implement this **Ordinance No. 26-12**

Section 8. Recordation, Codification, and Scrivener's Errors.

The Town Clerk is hereby authorized to record this **Ordinance No. 26-12** in the public records of Polk County, Florida, and to take all administrative actions necessary to incorporate this **Ordinance No. 26-12** into the Charter of the Town of Dundee, Florida.

Town Clerk, Town Attorney, and/or their designees are further authorized to correct typographical errors, scrivener's errors, formatting issues, section numbering, cross- references, and other non-substantive errors or omissions that do not affect the intent, substance, or legal effect of this **Ordinance No. 26-12**, without the need for further public hearing or action by the Town Commission.

Section 9. **Effective Date**.

This **Ordinance No. 26-12** shall become effective immediately upon passage on second reading, unless otherwise provided herein.

INTRODUCED ON FIRST READING this _____ day of _____**, 2026**, by the Town Commission of the Town of Dundee, Florida, in Regular Session.

PASSED AND ADOPTED ON SECOND READING this _____ day of _____**, 2026**.

TOWN OF DUNDEE

TOWN COMMISSION

_____
Joe Garrison, Mayor

ATTEST:

_____
Erica Anderson, Town Clerk

Approved as to form:

_____
Markeishia Smith, Town Attorney

TOWN OF DUNDEE
EXHIBIT "A"
ORDINANCE 26-

Provisions being deleted are shown as strikethrough and
provisions being added are shown as underlined

CHAPTER 1 – CHARTER

ARTICLE III.– LEGISLATIVE

Sec. 3.12. – Town Clerk.

(a) There shall be a Town Clerk appointed by the Commission. The Town Clerk shall serve at the pleasure of the Commission and shall serve under the direction and supervision of the Commission. The Town Clerk shall be selected solely on the basis of administrative qualifications, education, training, experience, and ability to perform the duties of the office.

(b) The Town Clerk shall:

(1) Be the administrative head of the Office of the Town Clerk and shall direct and supervise the administration of the Office of the Town Clerk. The Town Clerk shall exercise control over the Office of the Town Clerk and all divisions and personnel assigned thereto. The Town Clerk shall appoint and, when the Town Clerk deems it necessary for the good of the Town, suspend or remove all subordinate employees assigned to the Office of the Town Clerk, except as otherwise provided by law, this Charter, or the Town's duly adopted personnel policies.

(2) Serve as the custodian of the official records of the Town and shall have the authority to administer oaths and certify, under the Seal of the Town, true copies of ordinances, resolutions, minutes, journal entries, contracts, and other official records of the Town.

(3) Be the custodian of the Town Seal and of all records and papers of a general character pertaining to the affairs of the Town.

(4) Attend all meetings of the Commission, or designate an employee of the Office of the Town Clerk to attend such meetings; prepare and maintain the official journal and minutes of the proceedings of the Commission; and certify the correctness of such proceedings by the signature of the Town Clerk and the signature of the presiding officer.

(5) Execute such certificates, attestations, notices, and other official documents as may be required by this Charter, the general laws of the State of Florida, ordinance or resolution of the Commission, or as otherwise necessary in the performance of the duties of the office.

(6) Perform all duties prescribed by this Charter, the general laws of the State of Florida, ordinances and resolutions of the Commission not inconsistent with this Charter or general law, together with such additional duties as may be assigned by the Commission.

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	August 4, 2026	**Submitted By:** Alison Claremont- Planning & Zoning
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, ORDINANCE 26-14, A VOLUNTARY ANNEXATION	
STAFF RECOMMENDATION: **(**MOTION READY)	I move **approval of Ordinance 26-14** a Voluntary Annexation request as made by Central Florida Outdoor Storage, Inc., through Donielle Mixon adding parcel 272835-000000-044040 to the corporate limits of the Town of Dundee. The Subject property is located on 4.72 +/- acres of land on Almburg Road, east of Scenic Highway and west of Steward Road in Unincorporated Polk County, Section 35. Township 28 South, Range 27 East.	
SUMMARY *and/or* JUSTIFICATION:	The Applicant, Central Florida Outdoor Storage, Inc. through Donielle Mixon is requesting a Voluntary Annexation from Unincorporated Polk County to the corporate limits of the Town of Dundee. The proposed site is located on Almburg Road, east of Scenic Highway and west of Steward Road, in Unincorporated Polk County, Section 35. Township 28 South, Range 27 East, further described as parcel: 272835-000000-044040.	

SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**	
	STAFF REPORT:	X	**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*	Staff Report Ordinance 26-14 BIE			
SELECT, *if applicable*	**RESOLUTION: N/A**		**ORDINANCE: 26-12**	

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.)*	ORDINANCE NO. 26-14 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REDEFINING THE BOUNDARIES OF THE TOWN OF DUNDEE TO INCLUDE SAID PROPERTY; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.

FISCAL IMPACT *(if any):*	This Ordinance will not produce any fiscal impacts to the Town.	$0.00

ORDINANCE NO. 26-14

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REDEFINING THE BOUNDARIES OF THE TOWN OF DUNDEE TO INCLUDE SAID PROPERTY; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, on or about June 1st, 2026, pursuant to Section 171.044, Florida Statutes (2024), the owner/applicant, Central Florida Outdoor Storage, Inc., an active and authorized to transact business in the State of Florida, submitted an applicant-initiated petition (the "Petition") to voluntarily integrate territory into the corporate limits of the Town of Dundee, Florida; and

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

WHEREAS, pursuant to Section 171.044 of the Florida Statutes, the real property which is the subject of this Ordinance is *reasonably compact* and *contiguous* to the

corporate limits of the Town of Dundee, Florida; and the subject real property will become a part of the unified corporate area with respect to municipal services and benefits; and

WHEREAS in accordance with the *Town of Dundee Townwide Traffic Analysis and Adequacy Determination Technical Report 7.1*, the owner/applicant is required to dedicate land on the northern right of way of parcel 27-28-35-000000-044040 as per **Exhibit "D"** *Proposed 80' Almburg Road Corridor*, intended to provide standard roadway width and pavement from SR 17 (Scenic Highway) to Lake Mable Loop Road; and

WHEREAS, on September 1st, 2026, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town Commission voted to approve the applicant-initiated request for voluntary annexation as set forth in this **Ordinance No. 26-14**; and

WHEREAS, on September 1st, 2026, the Town Commission, at a duly noticed public meeting, found that the approval of this **Ordinance No. 26-14** 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 **Ordinance No. 26-14** is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; and this **Ordinance No. 26-14** 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 ORDAINED BY THE PEOPLE 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 Ordinance, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Ordinance.

Section 2. Voluntary Annexation Petition.

Pursuant to Section 171.044, Florida Statutes (2024), the *applicant-initiated* petition to voluntarily integrate territory into the corporate limits of the Town of Dundee, Florida, is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference**.**

Section 3. Annexation.

The Town Commission of the Town of Dundee, Florida, does hereby annex into the corporate limits of the Town of Dundee, Florida, the real property as legally described and depicted (i.e., location map) in **Exhibit "B"** attached hereto and made a part hereof by reference.

Section 4. Conflicts.

All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided, however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the *Town of Dundee Land Development Code* (LDC) unless such repeal is explicitly set forth herein.

Section 5. Severability.

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

Section 6. Administrative Correction of Scrivener's Errors and Codification.

It is the intention of the Town Commission that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code of Ordinances of the Town of Dundee is accomplished, sections of this Ordinance may be 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 designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk. A certified copy of this enacting Ordinance shall be located in the Office of the Town Clerk of the Town of Dundee, Florida.

Pursuant to Section 171.044, Florida Statutes (2024), within seven (7) days after this **Ordinance No. 26-14** is passed and adopted by the Town Commission, copies of this **Ordinance No. 26-14** shall be filed with the Clerk of the Circuit Court in and for Polk County, Florida; Polk County, a political subdivision organized and existing under the laws of the State of Florida; and the Department of State. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

Section 7. Business Impact Estimate.

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

On October 1, 2024, Senate Bill 1628 ("SB 1628"), as codified under *Chapter 2024-145, Laws of Florida,* becomes effective and further amends Section 166.041, Fla. Stat. (2023), by creating express exclusion(s) for *comprehensive plan* and *land development regulation amendments* initiated by an application by a private party other than the municipality.

In this instance, this Ordinance is enacted pursuant to an applicant-initiated request to amend the corporate limits of the Town of Dundee, Florida for municipal ordinances enacted to implement *development orders* and *development permits*, as defined by Section 163.3164, Florida Statutes (2024) and certain amendments to the Town of Dundee 2030 Comprehensive Plan which are *applicant-initiated*.

In this instance, **Ordinance No. 26-14** arises out of an *applicant-initiated* request for voluntary annexation of certain real property into the corporate limits of the Town of Dundee, Florida. **Ordinance No. 26-14** is an official action of the Town Commission which enables the Town to issue development approval(s) and permit(s) for the development of the subject real property; and, at the same time, **Ordinance No. 26-14** operates to amend the legal description for the Town's corporate limits.

Section 8. Effective Date.

This **Ordinance No. 26-14** shall become effective upon passage by the Town Commission of the Town of Dundee, Florida, immediately following second reading and adoption public hearing.

INTRODUCED AND PASSED, on First Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this August 4th, 2026.

PASSED AND DULY ADOPTED, on Second Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this September 1, 2026.

TOWN OF DUNDEE

_____
MAYOR – Joe Garrison

Attest:

_____
TOWN CLERK – Erica Anderson

Approved as to Form:

_____
TOWN ATTORNEY – Markeishia Smith

Ordinance No. 26-14
Exhibit "A"

Applicant-Initiated Annexation Petition

Town of Dundee — Voluntary Annexation Application

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 name should be based on the ownership of the property. This name will be used for companion Future Land Use and Zoning applications.

SITE INFORMATION

Project Name: CFOS

Parcel I.D.#: 27-28-35-000000-044040

Site Address or General Location: 0 ALMBURG RD, LAKE WALES, FL 33838

Present Use of the Property: OUTDOOR STORAGE

Existing Structures Located on the Site: _____

Total Acreage: 4.72 Number of Residents on Site: 0

Legal Description of the Property: _____

PROPERTY OWNER:

Name: CENTRAL FLORIDA OUTDOOR STORAGE INC.

Mailing Address: PO BOX 952

City: DUNDEE State: FL Zip: 33838

Home/Mobile Phone: 863-845-0657 Email Address: centralfloridaoutdoorstorage@gmail.com

APPLICANT/AGENT:

Name: DONIELLE MIXON

Mailing Address: 5720 WATER TANK RD

City: HAINES CITY State: FL Zip: 33844

Home/Mobile Phone: _____ Office: 863-845-0657

Email Address: centralfloridaoutdoorstorage@gmail.com

Applicant is: ☒ Owner ☐ Agent/Representative ☐ Purchaser ☐ Lessee

Date Application Accepted by Town: _____

Project ID Number: _____

Application Fee Amount Paid: _____ Review Deposit Amount Paid: _____

Voluntary Annexation Application Page 1 of 4

Town of Dundee

Voluntary Annexation Application

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), _____ 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 petition for annexation into the Town, 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

Donielle Mixon
Signature of Owner

DONIELLE MIXON / PRESIDENT
Printed Name/Title of Owner

Donielle Mixon
Signature of Owner

Donielle Mixon
Printed Name of Owner

Signature of Owner

NELSON ZENTENO / VP
Printed Name/Title of Owner

Signature of Owner

Nelson Zenteno
Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this 1 day of June, 2026 by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

TARNESHILA C. ALLEN
Notary Public - State of Florida
Commission # HH 458410
My Comm. Expires Feb 25, 2028
Bonded through National Notary Assn.

Notary Public, State of Florida

Tarneshila C Allen

Printed Name

My commission expires: 2/25/2028

Town of Dundee

Voluntary Annexation Application

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), Central Florida Outdoor Storage Inc 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)	Signature of Agent, Lessee, or Buyer(s)
Nelson Zentino	Danielle Mixon
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)

CFO — owners & applicant

D.M.

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this 24 day of June, 2026 by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

TARNESHILA C. ALLEN
Notary Public - State of Florida
Commission # HH 458410
My Comm. Expires Feb 25, 2028
Bonded through National Notary Assn.

Notary Public, State of Florida

Tarneshila C Allen

Printed Name

My commission expires: 2/25/28

Town of Dundee

Voluntary Annexation Application

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 (Section 8.08.00 of the Land Development Code and Resolution 2007-02).

Name: NELSON ZENTENO Title: VP

Company: CENTRAL FLORIDA OUTDOOR STORAGE INC.

Company Address: 0 ALMBURG RD

City/State/Zip Code: LAKE WALES, FL 33898

Telephone Number: 863-845-0657

Email Address: centralfloridaoutdoorstorage@gmail.com

I hereby certify that all information contained herein is true and correct.

1. Signed this 1st day of June, 2026.

Signature of Property Owner, Lessee, Contract Purchase, or Applicant (circle one)

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this 1 day of June, 2026, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

TARNESHILA C. ALLEN
Notary Public - State of Florida
Commission # HH 458410
My Comm. Expires Feb 25, 2028
Bonded through National Notary Assn.

Notary Public, State of Florida

Tarneshila C Allen

Printed Name

My commission expires: 2/25/2028

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
CENTRAL FLORIDA OUTDOOR STORAGE INC.

Filing Information

Document Number	P21000024408
FEI/EIN Number	86-2942816
Date Filed	03/09/2021
Effective Date	03/09/2021
State	FL
Status	ACTIVE

Principal Address

0 ALMBURG RD.
LAKE WALES, FL 33898

Mailing Address

PO Box 952
Dundee, FL 33838

Changed: 02/01/2022

Registered Agent Name & Address

MIXON, DONIELLE N
5720 WATER TANK RD
HAINES CITY, FL 33844

Address Changed: 02/01/2022

Officer/Director Detail

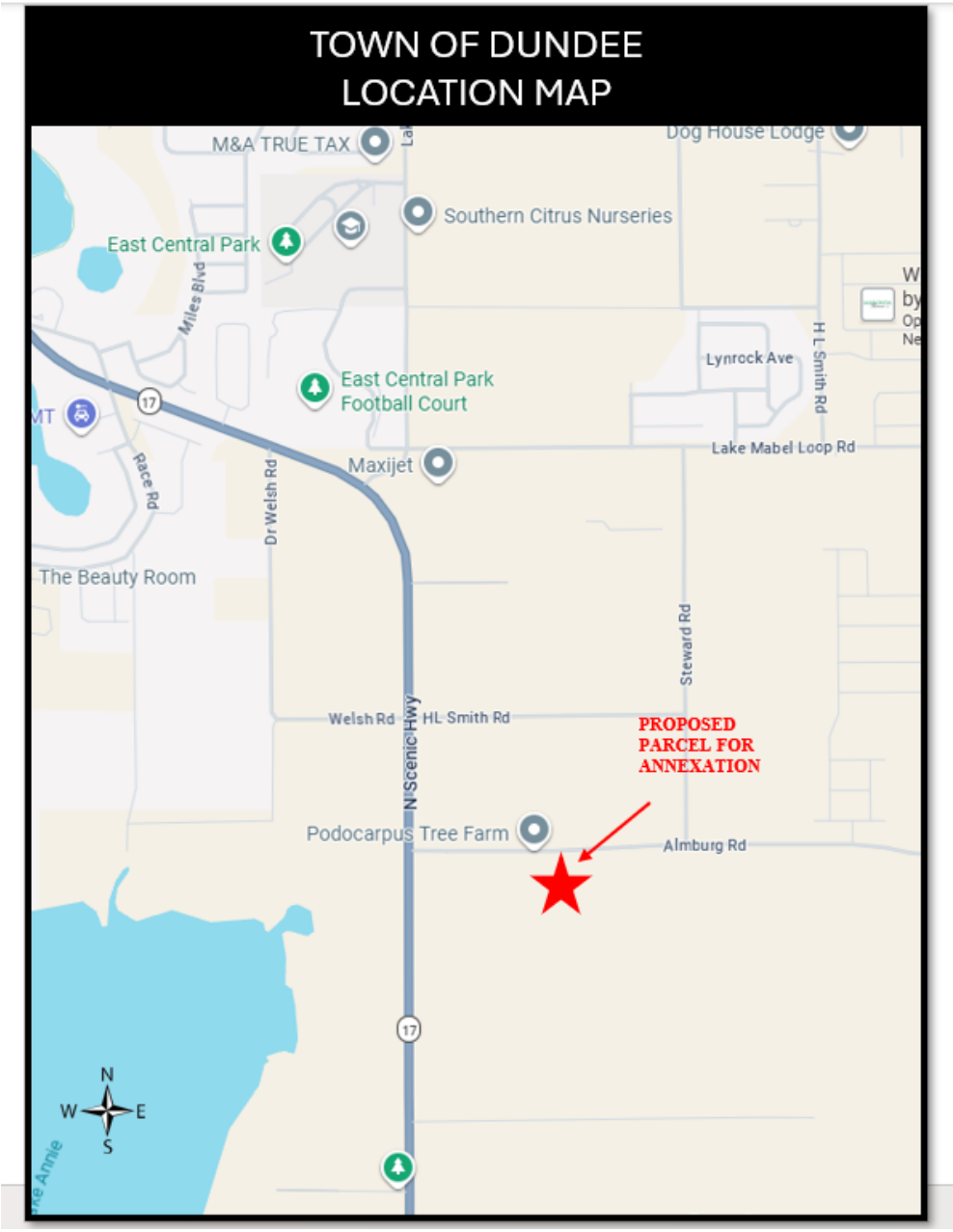
Name & Address

Title P

MIXON, DONIELLE N
5720 WATER TANK RD
HAINES CITY, FL 33844

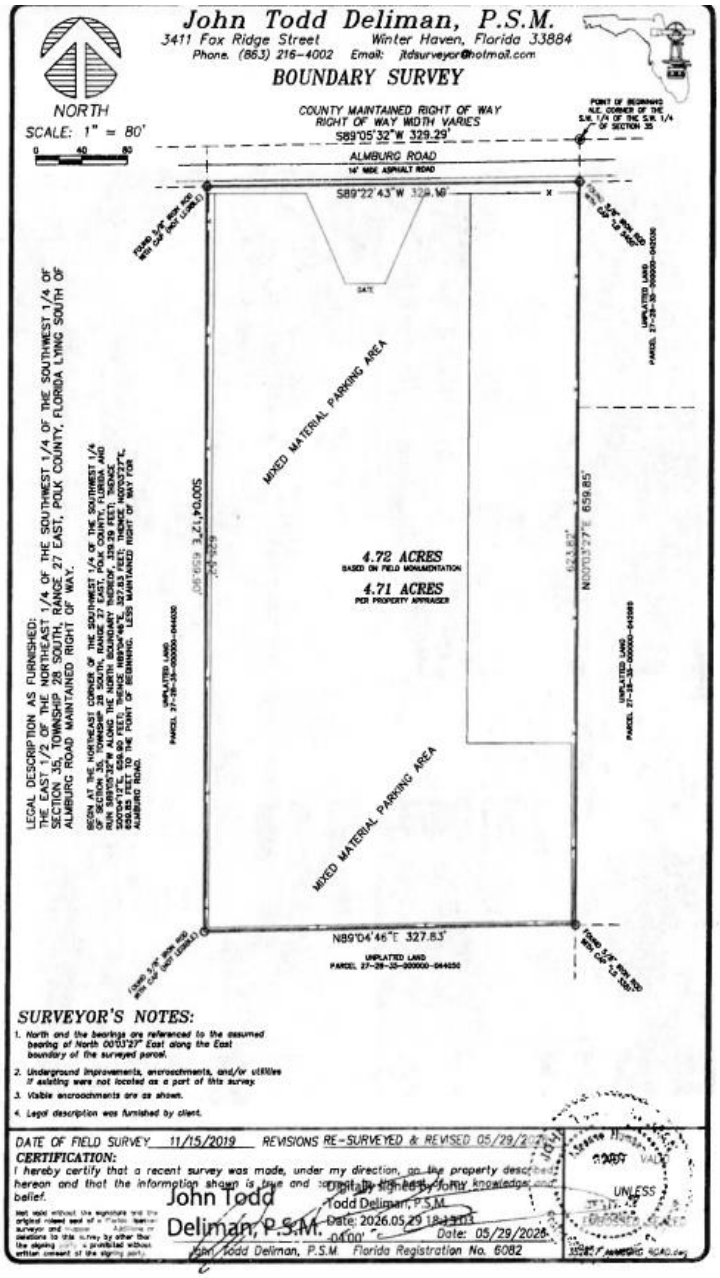
Title VP

Ordinance No. 26-14
Exhibit "B"
Location Map

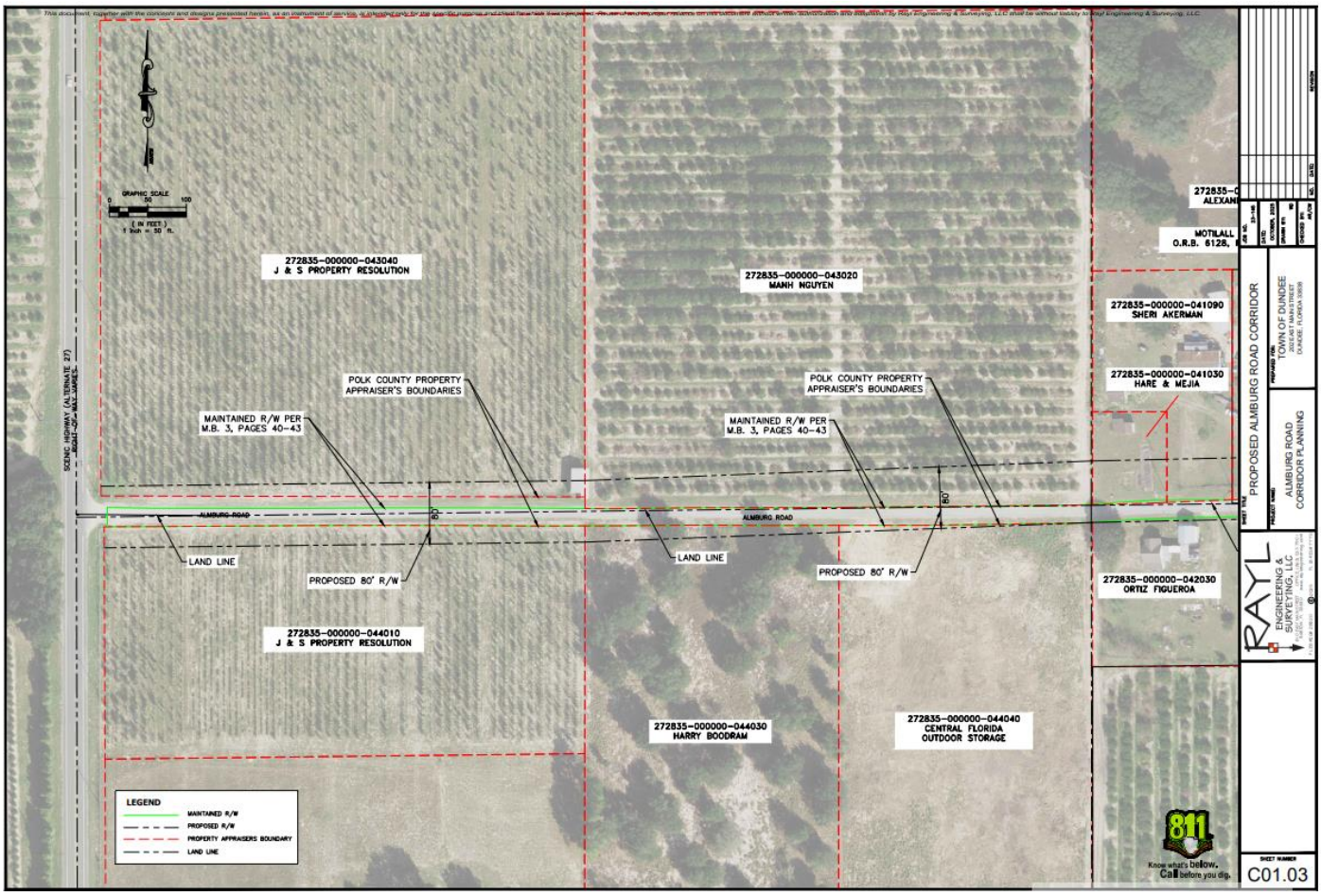


Ordinance No. 26-14
Exhibit "C"
Legal Description and Survey
Parcel Number: 27-28-35-000000-044040

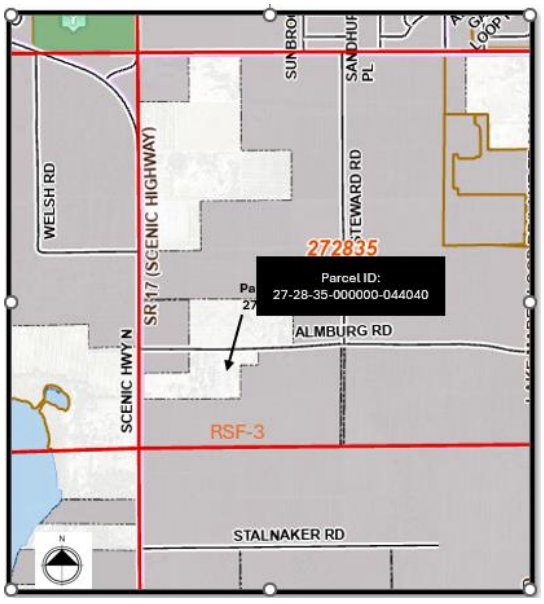
The East half of the NE ¼ of the SW ¼ of the SW ¼ of Section 35, Township28 South, Range 27 East, Polk County, Florida less road Right of Way.



Ordinance No. 26-14
Exhibit “D”
Proposed Almburg Road Corridor



Town of Dundee
TOWN COMMISSION
CFOS Voluntary Annexation Ordinance 26-14



To: Town Commission

Agenda Date: August 4, 2026

Department: Planning and Zoning

Discussion Topic: Voluntary Annexation Ordinance 26-14 Central Florida Outdoor Storage, Inc.

Applicant: Central Florida Outdoor Storage, Inc. through Donielle Mixon

Property Owner: Central Florida Outdoor Storage, Inc.

Planning & Zoning Board Recommendation: Approved 3-0

Town Commission Hearing: Pending

Town Commission Adoption Hearing: N/A

DEO Comments: N/A

Prepared By: Alison Claremont, Planner I

SITE LOCATION

The proposed site is located on 4.72 +/- acres of land on Almburg Road, east of Scenic Highway and west of Steward Road, in Unincorporated Polk County, Section 35, Township 28 South, Range 27 East, further described as parcel: 27-28-35-000000-044040

BACKGROUND

The proposed Voluntary Annexation into the Town of Dundee was first submitted in March of 2021 with an insufficient application. Fees were returned to the applicant, and a new application was submitted on June 1, 2026. The proposed Ordinance 26-14 was reviewed by Town of Dundee staff and consultants. If approved at the first reading, the public hearing for the second (adoption) and final reading will be held on September 01, 2026.

ANALYSIS

The owner is requesting a Voluntary Annexation of 4.72 +/- acres further described as Parcel ID 27-28-35-000000-044040

The parcel is in Unincorporated Polk County at 0 Almburg Road, east of Scenic Highway North and west of Steward Road. The subject parcel abuts parcels to the east and south that are within

the Town of Dundee limits and therefore deemed contiguous [F.S. 171.044] Further the parcel is reasonably compact with no interruptions that affect contiguity [F.S. 171.044].

171.044 – Voluntary annexation

1. The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality [F.S. 171.044].

CONCURRENCY:

Potable Water-

- There is no water service to site nor existing well.
- There is a 10" water main 1.04 miles north on Lake Mable Loop Road for future connection to Almburg Road.
- The Town of Dundee will be the service provider for future use.

Sanitary Sewer-

- There is no sanitary sewer service to the site, nor septic system.
- There is a 16" force main 1.04 miles north on Lake Mable Loop Road for future connection to Almburg Road.
- The Town of Dundee will be the service provider for future use.

Solid Waste-

- There is a four-yard commercial dumpster on site with service provided by Republic Refuse.

Parks, Recreation and Open Space-

- East Central Park is the nearest recreational area at 2.41 -/+ miles southwest of the proposed annexation site. East Central Park is located at the corner of Lake Mable Loop Rd. and Lake Trask Rd. The park consists of the following:
  - Three 200 foot and one 300-foot lit baseball fields
  - Basketball court
  - Racquetball court
  - Football/Soccer fields
  - Two sand volleyball courts
  - Five horseshoe pits
  - Seven small picnic pavilions
  - Nearly mile long jogging and walking trail with 14 fitness stations
  - Four press boxes
  - Seating for 200

Town of Dundee
TOWN COMMISSION
CFOS Voluntary Annexation Ordinance 26-14

- Two playgrounds with rubberized surfaces

Roads-

- Almburg Road
  -town road, current LOS is an urban minor collector, partially paved road, 25 mph, at 15' wide
- SR 17 (Scenic Highway) 5206 N & S Segment
  -state road, urban major collector, LOS C. 5206N = 305 capacity, 5206S =291 capacity
- Steward Road
  -town road, current LOS is an urban collector road, paved road, 25mph, at 20' wide

SURROUNDING USES:

Table 1 below lists the Future Land Use (FLU) designations, zoning and the existing uses surrounding the subject site that are immediately adjacent.

Table 1 Surrounding Uses

Northwest **Town of Dundee** FLU: Unassigned Zoning: Unassigned Vacant Land	**North** **Unincorporated Polk County** Zoning: A/RR (Agricultural Rural Residential)	**Northeast** **Unincorporated Polk County** Zoning: SFR/M.H. (Single Family Residential/Mobile Home)
West **Unincorporated Polk County** Zoning: A/RR (Agricultural Rural Residential)	**Subject Site** **Unincorporated Polk County** Zoning: A/RR (Agricultural Rural Residential)	**East (North Parcel)** **Unincorporated Polk County** Zoning: A/RR (Agricultural Rural Residential) **East (South Parcel)** **Town of Dundee** FLU: LDR/Low Density Residential ZONING: RSF3 (Moderate Density Single Family Residential)
Southwest **Town of Dundee** FLU: LDR/Low Density Residential Zoning: RSF-3 (Moderate Density Single Family Residential	**South** **Town of Dundee** FLU: LDR/Low Density Residential Zoning RSF-3 (Moderate Density Single Family Residential)	**Southeast** **Town of Dundee** FLU: LDR/Low Density Residential Zoning: RSF-3 (Moderate Density Single Family Residential)

Source: Central Florida Regional Planning Council, Florida Department of Transportation, Polk County Property Appraiser, Town of Dundee and site visit by Town staff

Town of Dundee
TOWN COMMISSION
CFOS Voluntary Annexation Ordinance 26-14

DEVELOPMENT REVIEW COMMITTEE

As stated in Section 14-239 of the LDC, areas that are annexed into the incorporated area of the Town of Dundee are subject to finance infrastructure, capital improvements and capital facilities therefore the development director may, at his/her discretion, forward any application for Voluntary Annexation to one or more individual departments for review and as to whether it should be approved, approved with conditions, or denied. The development director did forward the application for Voluntary Annexation, and the DRC members have reviewed the application 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- The Law Offices of Markeishia L. Smith, P.A.

STAFF RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

Exhibit A-Location Map

Exhibit B- Application

Exhibit C – Proposed Almburg Road Improvement

Town of Dundee
TOWN COMMISSION
CFOS Voluntary Annexation Ordinance 26-14

MOTION OPTIONS:

1. I move the Planning and Zoning Board recommend **approval of Ordinance 26-14** to the Town Commission, a Voluntary Annexation request as made by Donielle Mixon of Central Florida Outdoor Storage, inc. adding parcel 27-28-35-000000-044040 to the corporate limits of the Town of Dundee.

2. I move the Planning and Zoning Board recommend **approval with changes of Ordinance 26-14** to the Town Commission**,** a Voluntary Annexation request as made by Donielle Mixon of Central Florida Outdoor Storage, inc. adding parcel 27-28-35-000000-044040 to the corporate limits of the Town of Dundee.

3. I move the Planning and Zoning Board **recommend denial of Ordinance 26-14** to the Town Commission, a Voluntary Annexation request as made by Donielle Mixon of Central Florida Outdoor Storage, inc. adding parcel 27-28-35-000000-044040 to the corporate limits of the Town of Dundee.

Town of Dundee
TOWN COMMISSION
CFOS Voluntary Annexation Ordinance 26-14

Exhibit A-Location Map

Town of Dundee
TOWN COMMISSION
CFOS Voluntary Annexation Ordinance 26-14
Exhibit B Application

Town of Dundee — Voluntary Annexation Application

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 name should be based on the ownership of the property. This name will be used for companion Future Land Use and Zoning applications.

SITE INFORMATION

Project Name: CFOS

Parcel I.D.#: 27-28-35-000000-044040

Site Address or General Location: 0 ALMBURG RD, LAKE WALES, FL 33838

Present Use of the Property: OUTDOOR STORAGE

Existing Structures Located on the Site: _____

Total Acreage: 4.72 Number of Residents on Site: 0

Legal Description of the Property: _____

PROPERTY OWNER:

Name: CENTRAL FLORIDA OUTDOOR STORAGE INC.

Mailing Address: PO BOX 952

City: DUNDEE State: FL Zip: 33838

Home/Mobile Phone: 863-845-0657 Email Address: centralfloridaoutdoorstorage@gmail.com

APPLICANT/AGENT:

Name: DONIELLE MIXON

Mailing Address: 5720 WATER TANK RD

City: HAINES CITY State: FL Zip: 33844

Home/Mobile Phone: _____ Office: 863-845-0657

Email Address: centralfloridaoutdoorstorage@gmail.com

Applicant is: ☒ Owner ☐ Agent/Representative ☐ Purchaser ☐ Lessee

Town of Dundee
TOWN COMMISSION
CFOS Voluntary Annexation Ordinance 26-14

Town of Dundee — Voluntary Annexation Application

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), _____ 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 petition for annexation into the Town, 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

Donielle Mixon	
Signature of Owner	Signature of Owner
DONIELLE MIXON / PRESIDENT	NELSON ZENTENO / VP
Printed Name/Title of Owner	Printed Name/Title of Owner
Donielle Mixon	
Signature of Owner	Signature of Owner
Donielle Mixon	Nelson Zenteno
Printed Name of Owner	Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this 1 day of June, 2026 by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

TARNESHILA C. ALLEN
Notary Public - State of Florida
Commission # HH 458410
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Bonded through National Notary Assn.

Notary Public, State of Florida

Tarneshila C Allen

Printed Name

My commission expires: 2/25/2028

Town of Dundee
TOWN COMMISSION
CFOS Voluntary Annexation Ordinance 26-14

Town of Dundee Voluntary Annexation Application

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), Central Florida Outdoor Storage Inc 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)	Signature of Agent, Lessee, or Buyer(s)
Nelson Zentano	Danielle Mixon
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)

CFO — owners & applicant D.M.

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this 24 day of June, 2026 by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

TARNESHILA C. ALLEN
Notary Public - State of Florida
Commission # HH 458410
My Comm. Expires Feb 25, 2028
Bonded through National Notary Assn.

Notary Public, State of Florida

Tarneshila C Allen

Printed Name

My commission expires: 2/25/28

Town of Dundee
TOWN COMMISSION
CFOS Voluntary Annexation Ordinance 26-14

Town of Dundee — **Voluntary Annexation Application**

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 (Section 8.08.00 of the Land Development Code and Resolution 2007-02).

Name: NELSON ZENTENO Title: VP

Company: CENTRAL FLORIDA OUTDOOR STORAGE INC.

Company Address: 0 ALMBURG RD

City/State/Zip Code: LAKE WALES, FL 33898

Telephone Number: 863-845-0657

Email Address: centralfloridaoutdoorstorage@gmail.com

I hereby certify that all information contained herein is true and correct.

1. Signed this 1st day of June, 2026.

Signature of Property Owner, Lessee, Contract Purchase, or Applicant (circle one)

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this 1 day of June, 2026, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

TARNESHILA C. ALLEN
Notary Public - State of Florida
Commission # HH 458410
My Comm. Expires Feb 25, 2028
Bonded through National Notary Assn.

Notary Public, State of Florida

Tarneshila C Allen

Printed Name

Town of Dundee
TOWN COMMISSION
CFOS Voluntary Annexation Ordinance 26-14

Sunbiz.org DIVISION OF CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
CENTRAL FLORIDA OUTDOOR STORAGE INC.

Filing Information

Document Number	P21000024408
FEI/EIN Number	86-2942816
Date Filed	03/09/2021
Effective Date	03/09/2021
State	FL
Status	ACTIVE

Principal Address

0 ALMBURG RD.
LAKE WALES, FL 33898

Mailing Address

PO Box 952
Dundee, FL 33838

Changed: 02/01/2022

Registered Agent Name & Address

MIXON, DONIELLE N
5720 WATER TANK RD
HAINES CITY, FL 33844

Address Changed: 02/01/2022

Officer/Director Detail

Name & Address

Title P

MIXON, DONIELLE N
5720 WATER TANK RD
HAINES CITY, FL 33844

Title VP

Town of Dundee
TOWN COMMISSION
CFOS Voluntary Annexation Ordinance 26-14

ZENTENO, NELSON D
5804 DRIFTWOOD DR
WINTER HAVEN, FL 33884

Annual Reports

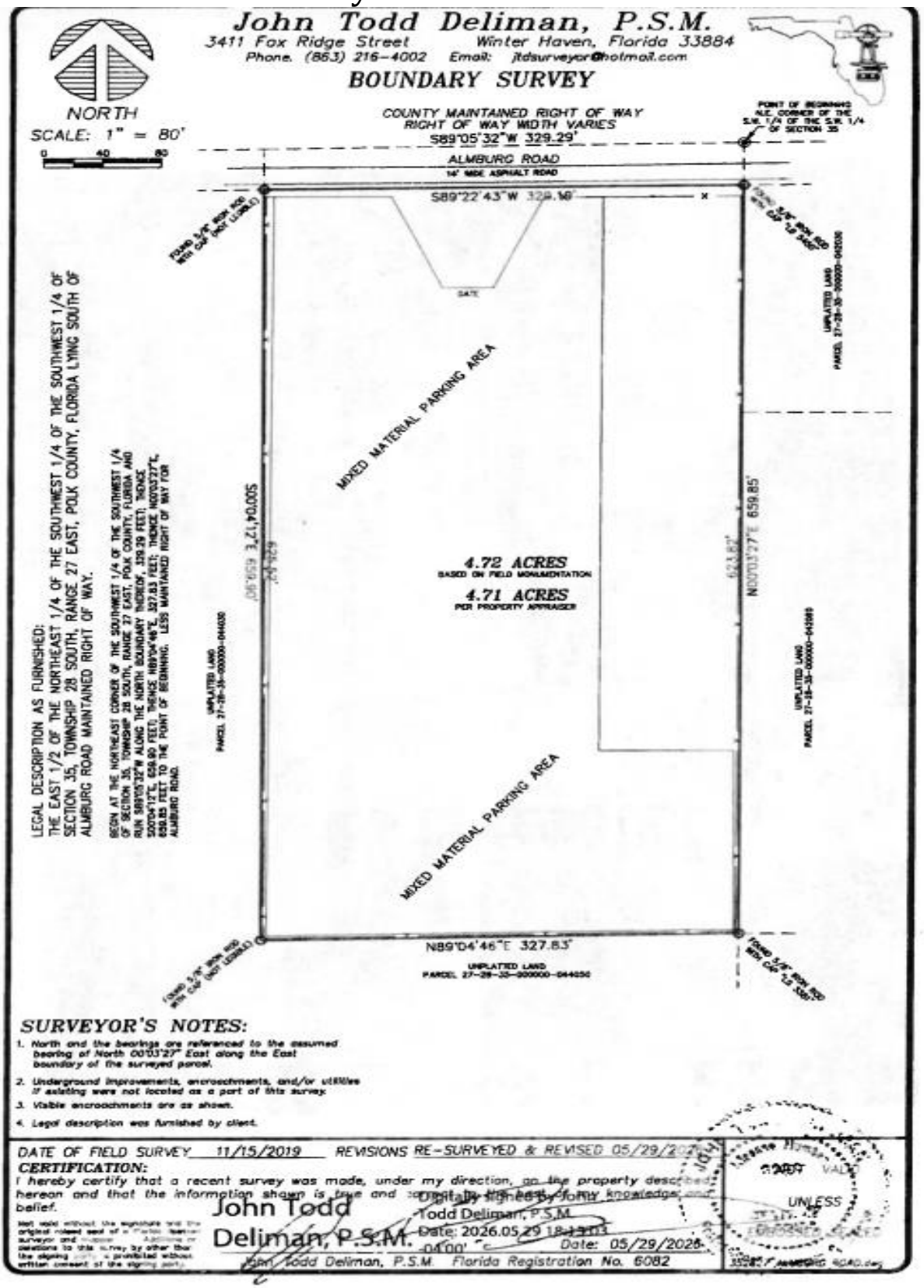
Report Year	Filed Date
2024	04/01/2024
2025	04/13/2025
2026	02/19/2026

Document Images

02/19/2026 -- ANNUAL REPORT	View image in PDF format
04/13/2025 -- ANNUAL REPORT	View image in PDF format
04/01/2024 -- ANNUAL REPORT	View image in PDF format
04/05/2023 -- ANNUAL REPORT	View image in PDF format
02/01/2022 -- ANNUAL REPORT	View image in PDF format
03/09/2021 -- Domestic Profit	View image in PDF format

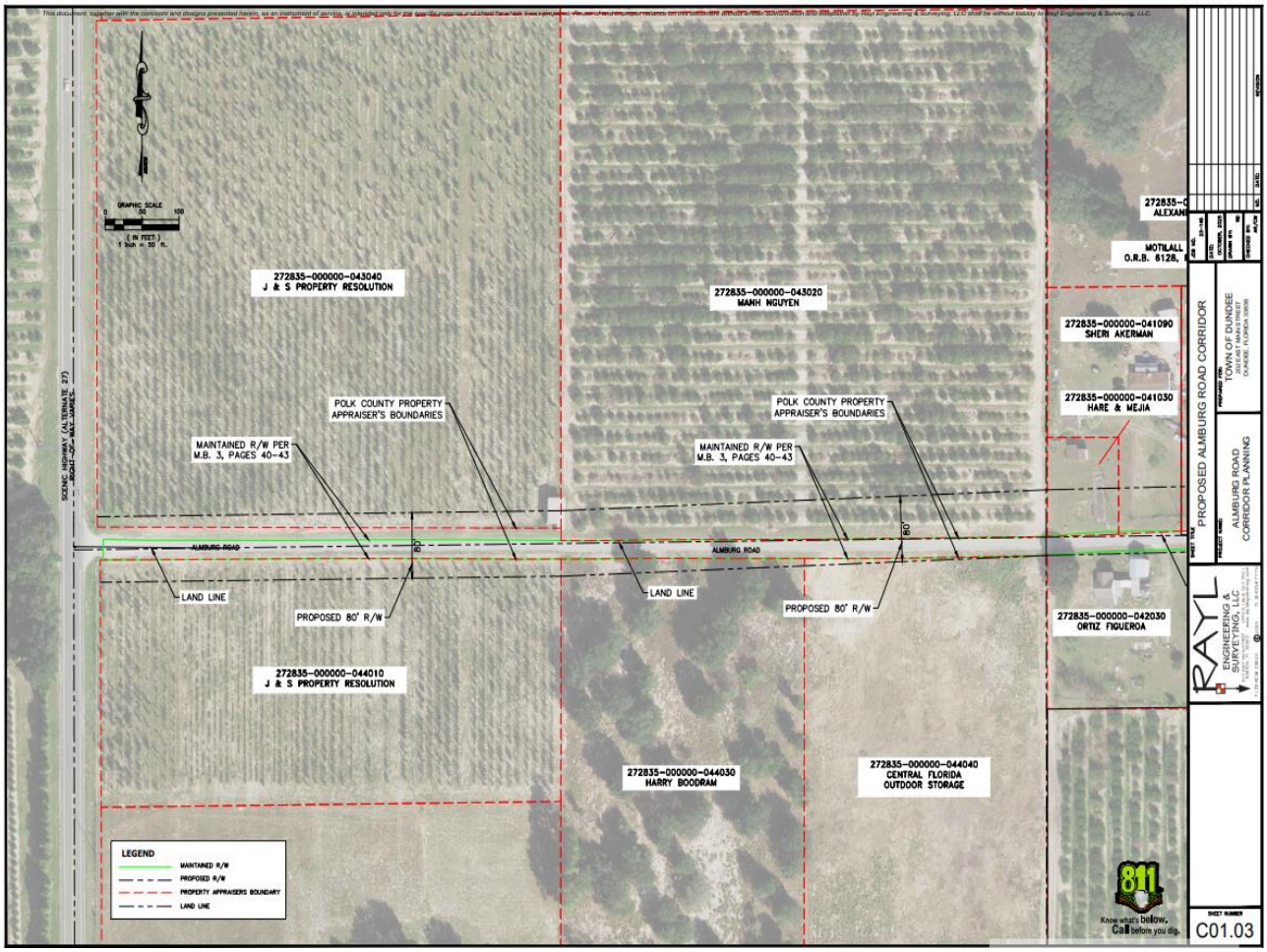
Town of Dundee
TOWN COMMISSION
CFOS Voluntary Annexation Ordinance 26-14

Town of Dundee
TOWN COMMISSION
CFOS Voluntary Annexation Ordinance 26-14



Town of Dundee
TOWN COMMISSION
CFOS Voluntary Annexation Ordinance 26-14

Exhibit C – Proposed Almburg Road Improvements



Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	August 4, 2026	**Submitted By: Lorraine Peterson, Development Director**
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	**DISCUSSION & ACTION, RESOLUTION 26-22 – TERMINATION OF THE CORE IMPROVEMENT AREA INTERLOCAL AGREEMENT**	
STAFF RECOMMENDATION: (MOTION READY)	Motion to approve Resolution 26-22, authorizing the mutual termination and dissolution of the Core Improvement Area Interlocal Agreement with Polk County and authorizing the Mayor and Town staff to execute and record the Mutual Termination Agreement.	
SUMMARY *and/or* JUSTIFICATION:	The Town of Dundee and Polk County entered into an interlocal agreement on February 20, 2008, as amended May 11, 2010, establishing a joint Core Improvement Area to coordinate growth and development incentives. Resolution 26-22 finds that the Town's economic conditions and planning priorities have changed and that the joint framework is now administratively obsolete. Approval will authorize the parties to mutually terminate the agreement, return the affected area to standard local zoning and impact-fee regulations, and release both jurisdictions from future obligations while safeguarding previously grandfathered development approvals. Polk County is pursuing reciprocal approval. After execution, the termination agreement will be recorded in the Public Records of Polk County in accordance with section 163.01(11), Florida Statutes.	

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*	1. Resolution 26-22 2. Mutual Termination Agreement and Dissolution of Interlocal Agreement for the Core Improvement Area			
SELECT, *if applicable*	**RESOLUTION:26-22**	X	**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.)*	**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AUTHORIZING THE MUTUAL TERMINATION AND DISSOLUTION OF THE INTERLOCAL AGREEMENT FOR THE CORE IMPROVEMENT AREA ENTERED INTO BY AND BETWEEN THE TOWN OF DUNDEE AND POLK COUNTY, FLORIDA, DATED FEBRUARY 20, 2008, AS AMENDED; AUTHORIZING THE MAYOR AND TOWN STAFF TO EXECUTE A MUTUAL TERMINATION AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND SCRIBENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**			

FISCAL IMPACT *(if any):*		$0.00

RESOLUTION NO. 26-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AUTHORIZING THE MUTUAL TERMINATION AND DISSOLUTION OF THE INTERLOCAL AGREEMENT FOR THE CORE IMPROVEMENT AREA ENTERED INTO BY AND BETWEEN THE TOWN OF DUNDEE AND POLK COUNTY, FLORIDA, DATED FEBRUARY 20, 2008, AS AMENDED; AUTHORIZING THE MAYOR AND TOWN STAFF TO EXECUTE A MUTUAL TERMINATION AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND SCRIBENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee (the "Town") and Polk County (the "County") entered into an Interlocal Agreement on February 20, 2008, which was subsequently amended on May 11, 2010 (collectively, the "Agreement"), establishing a joint Core Improvement Area to coordinate growth and development incentives; and

WHEREAS, the Agreement was executed pursuant to Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, the Town Commission finds that the economic conditions and planning priorities of the Town have changed substantially since 2008, making the original Core Improvement Area joint framework administratively obsolete; and

WHEREAS, the Town Commission has determined that it is in the best economic and administrative interest of the citizens of Dundee to mutually dissolve the Core Improvement Area and return the designated geographic boundaries to standard local zoning and impact fee regulations; and

WHEREAS, Polk County is concurrently seeking reciprocal board approval to mutually terminate the Agreement under identical terms; and

WHEREAS, a Mutual Termination Agreement has been drafted to safeguard previously grandfathered development approvals while completely releasing both jurisdictions from future obligations under the 2008 pact.

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

SECTION 1. MATERIAL INCORPORATION. The above recitals are true and correct and are fully incorporated as the factual basis for this Resolution.

SECTION 2. APPROVAL OF TERMINATION. The Town Commission hereby formally approves the termination and dissolution of the Core Improvement Area Interlocal Agreement originally dated February 20, 2008, along with its May 11, 2010 amendment.

SECTION 3. AUTHORIZATION TO EXECUTE. The Mayor of the Town of Dundee, or their designee, is hereby authorized to execute the "Mutual Termination Agreement and Dissolution of Interlocal Agreement for the Core Improvement Area" on behalf of the Town, and the Town Clerk is authorized to attest to the same.

SECTION 4. STATUTORY FILING. Town Staff and the Town Attorney are directed to transmit the fully executed Termination Agreement to the Clerk of the Circuit Court and Comptroller of Polk County, Florida, for formal recording in the Public Records, in strict compliance with Section 163.01(11), Florida Statutes.

SECTION 5. SCRIVENER'S ERRORS. The Town Manager, in consultation with the Town Attorney, is authorized to correct minor typographical or scrivener's errors in the final execution documents without requiring a subsequent formal vote of the Commission.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the Town Commission.

PASSED AND ADOPTED in regular session this _____ day of _____, 20__.

TOWN OF DUNDEE, FLORIDA

By:_____
Joseph Garrison, Mayor

ATTEST:

By: _____
Erica Anderson, Town Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Markeishia Smith, Town Attorney

MUTUAL TERMINATION AGREEMENT AND DISSOLUTION OF INTERLOCAL AGREEMENT FOR THE CORE IMPROVEMENT AREA

THIS MUTUAL TERMINATION AGREEMENT (the "Termination Agreement") is entered into this _____ day of _____, 20__, by and between the **TOWN OF DUNDEE**, a political subdivision of the State of Florida (hereinafter referred to as the "Town"), and **POLK COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County"). The Town and the County may collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into that certain Interlocal Agreement on or about **February 20, 2008**, establishing a **Core Improvement Area** within the Town of Dundee (the "Original Agreement"), which was subsequently amended by that certain First Amendment dated on or about **May 11, 2010** (collectively, the "Agreement"); and

WHEREAS, the Agreement was entered into pursuant to the authority granted under **Section 163.01, Florida Statutes**, known as the **Florida Interlocal Cooperation Act of 1969**, to promote economic development, revitalization, and coordinate development incentives within the designated Core Improvement Area boundaries; and

WHEREAS, the Parties have determined that the objectives of the Core Improvement Area have either been achieved, are no longer viable, or that continuing under the framework of the Agreement is no longer in the best fiscal or administrative interest of either jurisdiction; and

WHEREAS, both the Town Commission of the Town of Dundee and the Board of County Commissioners of Polk County have determined that it is in the best interest of the health, safety, and welfare of their respective citizens to mutually dissolve and terminate the Agreement; and

WHEREAS, pursuant to the Florida Interlocal Cooperation Act and the inherent right of contracting parties, the Parties desire to formally execute this Termination Agreement to wind down operations, define transitional liabilities, and completely dissolve the Core Improvement Area framework.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Termination Agreement as if fully set forth herein.

SECTION 2. MUTUAL TERMINATION AND DISSOLUTION

The Parties hereby mutually agree that the Original Agreement dated February 20, 2008, and the First Amendment dated May 11, 2010, establishing the Core Improvement Area, are **HEREBY TERMINATED, VOIDED, AND OF NO FURTHER FORCE OR EFFECT** as of the Effective Date defined in Section 8 of this Termination Agreement.

SECTION 3. STATUS OF BOUNDARIES AND INCENTIVES

Upon the Effective Date, the geographic boundaries designated as the "Core Improvement Area" under the Agreement shall be dissolved. All special municipal or county incentives, zoning variances, or development fee structures established uniquely by the Agreement shall instantly cease, except as explicitly preserved under Section 4 of this Termination Agreement.

SECTION 4. WIND-DOWN AND TRANSITION OF DEVELOPMENTS

The Parties agree to the following transitional terms regarding active developments within the Core Improvement Area:

- **Approved Exemptions:** Any property owner within the Core Improvement Area who received formal, written approval for a County or Town impact fee exemption *prior* to the Effective Date of this Termination Agreement shall remain entitled to that specific exemption, provided building permits are active and have not expired.
- **Pending Applications:** Any application for development incentives, fee waivers, or specialized review under the Agreement that has not received final approval by both jurisdictions prior to the Effective Date shall be deemed denied without prejudice. Such developments must proceed under standard Town and County land development regulations.
- **No Future Obligations:** Neither the Town nor the County shall be obligated to fund, waive fees for, or construct infrastructure inside the dissolved district under any clause of the prior Agreement.

SECTION 5. RELEASE OF LIABILITY

The Parties hereby mutually release, acquit, and forever discharge each other, including their respective elected officials, officers, employees, attorneys, and agents, from any and all claims, demands, obligations, actions, causes of action, damages, or liabilities of any nature whatsoever, whether known or unknown, arising out of or in connection with the performance, non-performance, or administration of the Agreement prior to its termination.

SECTION 6. SEVERABILITY

If any word, sentence, clause, phrase, or section of this Termination Agreement is for any reason held to be unconstitutional, illegal, or invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Termination Agreement.

SECTION 7. FILING AND RECORDING

Pursuant to **Section 163.01(11), Florida Statutes**, this Termination Agreement shall be filed and recorded with the **Clerk of the Circuit Court and Comptroller of Polk County, Florida**. The Town shall bear the responsibility and cost of submitting this fully executed document to the Clerk for formal recording.

SECTION 8. EFFECTIVE DATE

This Termination Agreement shall become legally effective immediately upon the date it is fully executed by the authorized signatories of both Parties and officially recorded in the public records of Polk County, Florida.

IN WITNESS WHEREOF, the Parties hereto have caused this Mutual Termination Agreement to be executed by their duly authorized officials on the dates written below.

FOR THE TOWN OF DUNDEE, FLORIDA

Passed and approved by the Town Commission of the Town of Dundee, Florida, this _____ day of _____, 20__.

By:

_____

Joseph Garrison, Mayor

ATTEST:

By: _____

Erica Anderson, Town Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____

Markeishia Smith, Town Attorney

FOR POLK COUNTY, FLORIDA

Passed and approved by the Board of County Commissioners of Polk County, Florida, this _____ day of _____, 20__.

By: _____
Chairman, Board of County Commissioners

ATTEST: Stacy M. Butterfield, Clerk of Courts

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
County Attorney

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	August 4, 2026	**Submitted By: Mayor Joe Garrison**
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, CREATING THE POSITION OF COMMISSION & COMMUNITY ENGAGEMENT COORDINATOR	
STAFF RECOMMENDATION: **(**MOTION READY)	Approval of Resolution No. 26-23 Creating the Position of Commission & Community Engagement Coordinator	
SUMMARY *and/or* JUSTIFICATION:	The Mayor/Commission respectfully requests approval of Resolution No. 26-23 establishing the position of Commission & Community Engagement Coordinator within the Town Clerk's Office. The proposed position is intended to provide dedicated administrative, communications, community engagement, and event coordination support to the Town Commission while allowing the Town Clerk to remain focused on statutory responsibilities, including records management, elections, agendas, minutes, public records compliance, ordinances, resolutions, and other duties prescribed by Florida law and the Town Charter. The position will coordinate official Commission travel, conferences, community outreach initiatives, public engagement events, promotional materials, photography, approved social media content, constituent outreach coordination, and other administrative projects assigned through the Town Clerk. The position reports directly to the Town Clerk. Day-to-day direction may be provided by the Deputy Town Clerk when designated by the Town Clerk. Requests from individual Commissioners will be coordinated through the Town Clerk to ensure proper workload management and preserve the Town's Commission-Manager form of government.	

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 26-23 Justification Memo			
SELECT, *if applicable*	**RESOLUTION: 26-23**	X	**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.)*	**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUN FLORIDA, CREATING THE POSITION OF COMMISSION & COMMU ENGAGEMENT COORDINATOR WITHIN THE TOWN CLERK'S OFFICE; APPROVING THE POSITION DESCRIPTION; AUTHORIZING THE POSITION TO BE INCLUDED WITHIN THE TOWN'S AUTHORIZED PERSONNEL COMPLEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**	
FISCAL IMPACT *(if any):*	Creation of one (1) full-time, non-exempt position. Funding shall be provided through the approved Fiscal Year 26/27 Budget or other budget amendment approved by the Town Commission. Salary and benefits shall be established in accordance with the Town's Compensation Plan.	$0.00

RESOLUTION NO. 26-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, CREATING THE POSITION OF COMMISSION & COMMUNITY ENGAGEMENT COORDINATOR WITHIN THE TOWN CLERK'S OFFICE; APPROVING THE POSITION DESCRIPTION; AUTHORIZING THE POSITION TO BE INCLUDED WITHIN THE TOWN'S AUTHORIZED PERSONNEL COMPLEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission recognizes the importance of effective public communication, community engagement, and professional administrative support for the Town Commission; and

WHEREAS, the Town Clerk is responsible for numerous statutory duties, including public records administration, records management, elections, meeting administration, legislative records, and other responsibilities required by Florida law and the Town Charter; and

WHEREAS, the Town Commission finds that the creation of a dedicated Commission & Community Engagement Coordinator position will improve operational efficiency by assigning communications, outreach, event coordination, travel administration, and related administrative functions to a dedicated employee while preserving the statutory responsibilities of the Town Clerk; and

WHEREAS, the Commission further finds that the proposed position will enhance coordination among Town departments, improve constituent engagement, strengthen public communication, and increase organizational effectiveness; and

WHEREAS, the Commission desires to establish the position within the Town Clerk's Office and approve the accompanying job description.

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

Section 1. FINDINGS.

The foregoing recitals are hereby adopted as legislative findings of the Town Commission.

Section 2. POSITION CREATED.

The position of Commission & Community Engagement Coordinator is hereby created within the Town Clerk's Office.

Section 3. SUPERVISION.

The position shall report to the Town Clerk. The Deputy Town Clerk may provide day-to-day direction when designated by the Town Clerk**.**

Section 4. DUTIES.

The Commission & Community Engagement Coordinator shall perform the duties contained within the approved job description and such additional administrative duties as assigned by the Town Clerk.

Nothing contained herein shall be construed as transferring, delegating, or diminishing any statutory duties assigned to the Town Clerk by Florida law, the Town Charter, or the Town Code.

Section 5. PERSONNEL AUTHORIZATION.

The position is hereby authorized as part of the Town's personnel complement and may be filled subject to available funding and applicable Town personnel policies.

Section 6. IMPLEMENTATION.

The Town Manager, Town Clerk, Human Resources, and Finance Department are authorized to take all actions necessary to implement this Resolution.

SECTION 7. SCRIVENER'S ERRORS. The Town Manager, in consultation with the Town Attorney, is authorized to correct minor typographical or scrivener's errors in the final execution documents without requiring a subsequent formal vote of the Commission.

SECTION 8. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the Town Commission.

PASSED AND ADOPTED in regular session this 4th day of August, 2026.

TOWN OF DUNDEE, FLORIDA

By:_____
Joseph Garrison, Mayor

ATTEST:

By: _____
Erica Anderson, Town Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Markeishia Smith, Town Attorney

Town of Dundee

MAYOR'S OFFICE

◆202 E. Main Street ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8339

MEMORANDUM
TO: Town Commission; Human Resources; Town Manager
FROM: Joe Garrison, Mayor
DATE: August 3, 2026
SUBJECT: Justification for Creation of the Commission & Community Engagement Coordinator Position

Purpose
The purpose of this memorandum is to recommend the creation of the Commission & Community Engagement Coordinator position within the Town Clerk's Office. This position is intended to provide dedicated administrative, communications, community engagement, and event coordination support to the Town Commission while preserving the statutory responsibilities of the Town Clerk and maintaining the Town's Commission-Manager form of government.

As the Town continues to grow, so has the demand for increased public engagement, professional communications, community events, and administrative support for elected officials. These responsibilities have expanded significantly beyond the traditional statutory duties assigned to the Town Clerk's Office. Establishing a dedicated position for these functions will improve organizational efficiency, enhance public service, and allow the Town Clerk to remain focused on the legal and administrative responsibilities assigned by Florida law and the Town Charter.

Background
The Town Clerk serves as the custodian of public records and is responsible for numerous statutory and operational functions, including:

- Agenda preparation and meeting administration.
- Recording and maintaining official minutes.
- Public records compliance.
- Records management and retention.
- Elections administration.

Justification

- Ordinances and resolutions.
- Legal notices and advertising.
- Board and committee administration.
- Compliance with Florida's Government in the Sunshine Law and Public Records Law.

Over time, the Clerk's Office has also assumed increasing responsibilities related to community outreach, Commission event coordination, travel planning, photography, graphic design, social media support, and constituent engagement. While these functions are valuable to the organization, they are administrative in nature and are separate from the Clerk's statutory obligations.

The proposed position is intended to assume these operational responsibilities, allowing the Clerk's Office to better allocate resources while continuing to provide exceptional support to the Town Commission and the public.

Organizational Need

The Commission & Community Engagement Coordinator would provide centralized support in several key operational areas:

Commission Support

The position would coordinate:

- Official Commission travel.
- Conference registrations.
- Hotel accommodations.
- Travel itineraries.
- Survey’s
- Continuing education logistics.
- Ceremonial events.
- Community meetings.
- Coffee with the Mayor events.
- Ribbon cuttings.
- Groundbreakings.
- Recognition ceremonies.
- Strategic planning events and similar Commission initiatives.

Providing one point of coordination ensures consistency, improves planning, and eliminates duplication among departments.

Community Engagement

Justification

Residents increasingly expect local governments to communicate through multiple platforms and maintain a visible presence within the community.
The proposed position would:

- Coordinate community outreach initiatives.
- Develop educational materials.
- Prepare promotional flyers.
- Coordinate public information campaigns.
- Photograph Town events.
- Maintain digital media archives.
- Draft approved social media content.
- Assist with website updates.
- Promote Town-sponsored events.

This dedicated focus will improve public awareness and encourage greater citizen participation.

Interdepartmental Coordination

Many Commission initiatives require assistance from multiple departments.
The proposed position would serve as the central coordinator by:

- Scheduling meetings.
- Coordinating logistics.
- Communicating with departments.
- Working with outside agencies.
- Coordinating vendors.
- Organizing volunteers.
- Managing event timelines.
- Tracking project completion.

This coordination improves efficiency and reduces administrative burdens placed on department directors.

Operational Benefits

Creation of this position provides several measurable organizational benefits, including:

- Increased efficiency within the Clerk's Office.
- Greater consistency in public communications.
- Improved coordination of Commission activities.
- Enhanced community engagement.
- Better organization of special events.
- Improved responsiveness to constituent inquiries.
- Increased visibility of Town programs and services.
- More efficient coordination between departments.
- Reduced administrative workload on existing staff.

Justification

- Improved planning for evening and weekend Commission activities.

Protection of the Town Clerk's Statutory Responsibilities
The proposed position is not intended to replace, duplicate, or diminish the statutory responsibilities of the Town Clerk.
Instead, it allows the Town Clerk to focus on duties assigned by Florida law while delegating appropriate administrative support functions.

The Commission & Community Engagement Coordinator would not:

- Prepare official agendas.
- Maintain official minutes.
- Serve as the records custodian.
- Interpret Sunshine Law requirements.
- Interpret Public Records Law.
- Execute statutory duties assigned to the Town Clerk.

Those responsibilities remain exclusively with the Town Clerk.

Preservation of the Commission-Manager Form of Government
The proposed reporting structure maintains appropriate administrative authority and organizational accountability.
The Commission & Community Engagement Coordinator would report directly to the Town Clerk.
Requests from individual Commissioners would be coordinated through the Town Clerk to:

- Establish priorities.
- Prevent conflicting assignments.
- Ensure efficient use of staff resources.
- Maintain consistent communications.
- Preserve proper supervisory relationships.

This structure allows the Commission to receive dedicated administrative support while maintaining clear operational management.

Recommended Classification
Based upon the anticipated workload and responsibilities, it is recommended that the position be classified as:

- Full-Time
- Non-Exempt
- Department: Town Clerk
- Reports To: Town Clerk

- Day-to-Day Direction: Deputy Town Clerk when designated by the Town Clerk

A full-time classification is recommended because many of the assigned responsibilities occur outside normal business hours, including evening Commission meetings, community events, conferences, workshops, and weekend activities.

Financial Considerations

Although creation of the position represents an additional personnel cost, the anticipated operational benefits include:

- Improved efficiency.
- Better utilization of professional staff.
- Increased public engagement.
- Improved coordination of Town events.
- More consistent public communications.
- Greater organizational capacity.
- Reduced duplication of administrative efforts across departments.

These benefits are expected to improve the overall level of service provided to the Commission and the community.

Conclusion

The proposed Commission & Community Engagement Coordinator position represents a strategic investment in organizational effectiveness, public communication, and community engagement.

Rather than creating additional statutory responsibilities, the position allows the Town Clerk to focus on governance, legal compliance, records management, and elections while providing the Town Commission with professional administrative and community engagement support. Establishing this position strengthens the Clerk's Office, enhances service to the Town Commission, improves coordination across departments, and supports the Town's commitment to transparency, professionalism, and exceptional customer service.

For these reasons, approval of the Commission & Community Engagement Coordinator position is respectfully recommended.

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	August 4, 2026	**Submitted By: Tracy Mercer, Public Utilities & Special Projects Director**
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, WASTEWATER PLANT MAINTENANCE & REPAIRS	
STAFF RECOMMENDATION: **(**MOTION READY)	A motion to allow the Town Manager or Public Utilities Director, to select and approve the maintenance and repair items at the lowest cost for the Wastewater Treatment Plant.	
SUMMARY *and/or* JUSTIFICATION:	Town staff has identified items at the Wastewater Treatment Facility that will need to be to have maintenance or repairs completed. Staff has identified five (5) different projects at this time and have received quotes from three different companies for each project. Staff is requesting approval to move forward with the repairs selecting the lowest cost proposal from each quote. Projects: • Chlorine Storage Building • Chlorine Contact Chamber • Digesters • Plant • Generator	

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*	Project Quotes Spreadsheet			
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):*	Not to exceed (for all projects)	$100,200.00

Project	Corrossion Control	Trusted Brush	Taylor's Industrial	Selection
Chlorine Storage Building	13,100	5,500	12,934	5,500
Chlorine Contact Chamber	33,850	19,000	66,038	19,000
Digesters	27,250	45,000	16,353	16,353
Plant Outside Tanks	19,400	36,000	15,256	15,256
Generator Diesel Tank	6,600	4,500	8,377	4,500
	100,200	110,000	118,958	60,609

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	August 4, 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, DUNDEE 2026 TRUCKS/ EQUIPMENT SURPLUS ITEMS	
STAFF RECOMMENDATION: **(**MOTION READY)	Motion to approve the 2026 Trucks/ Equipment Surplus Items	
SUMMARY *and/or* JUSTIFICATION:	Town Staff have prepared a list of trucks/ equipment that are no longer needed or are not in operations standards, staff is seeking permission to send the following items to auction in the month of August to sell these items. The Auction the town will be sending these items is a local Auction and one that we have used in the past. The vendor will be Central Florida Auction LLC located at 4445 US-17, Haines City Florida 33844. Below is a list of items that are intended to be sold. 2019 Nautic Star Rescue Boat - $30,000 – Fire Department 2005 Sterling Grapple Truck - &10,000 - $15,000 – Stormwater 2008 Ford F-150 4X4 XL - $2,000 – Streets Department Commission and Mayor will need to approve purposed sell price and set a limit that they may not want to go below.	

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*	Town of Dundee Trucks/ Equipment Surplus Items 2026 slide show			
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):*	State what is included in the cost, i.e., production, materials, etc.	$0.00

Surplus Items 2026

Fire Department Rescue Boat

- Department: Fire Department
- Year – 2019
- Make – Nautic Star
- Model – 215 XTS
- Engine – 2019 Yamaha 115
- Purchased Date: 11/17/2021
- Purchased Price: $48,731.70
- Purposed Sell Price: $30,000.00
- Reason for selling – this unit has only been used 3 times since it was purchased, all calls for service were not in Dundee, Polk County has since located a rescue boat in coverage area, Boat has been sitting will need mechanical work this is something that is costly to keep maintained without use from the Town.

DUNDEE FIRE DEPT.

115

YAMAHA

Stormwater 2005 Sterling Grapple Truck

- Department – Stormwater (Public Works)
- Year: 2005
- Make: Sterling
- Model: Grapple truck
- Purchased Price: $66,180.00
- Purchased Date: 10/27/2021
- Purposed Sell Price: $10,000 - $15,000
- Truck would be good for a parts truck has a new transmission, but engine is leaking around cylinders walls allowing fuel to mix with coolants. Hydraulics worn and cyclinders leak down over night.

Streets Department 2008 Ford F-150

- Department: Streets
- Year: 2008
- Make: Ford
- Model: F-150 4x4
- Engine: 5.4L
- Purchased Date: 12/11/2007
- Purchased Price: $32,780.00
- Purposed Sell Price: $2,000.00
- Reason for selling truck is leaking oil from all seals, throttle body has been replaced but hasn't fixed miss fire, NO A/C no heat, power steering weak and leaking, leaking coolant from unknow source rear end is making a grinding noise.

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	August 4, 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, IFB 26-02, FY 2025-26 SANITATION DEPARMENT SOLID WASTE COLLECTIONS	
STAFF RECOMMENDATION: **(**MOTION READY)	A motion to award IFB 26-02, Sanitation Department Solid Waste Collections at the will of the Commission.	
SUMMARY *and/or* JUSTIFICATION:	Town staff have prepared and reviewed Invitation for Bid (IFB) No. 26-02 for the Sanitation Department Solid Waste Collections for the FY 26-27 budget. IFB 26-02 was approved for release at the 07/07/26 TC Meeting and was released. On 07/23/2023, the Purchasing Review Committee met and opened the two bids received bids These companies included Waste Pro of Florida, Inc. DBA Trash Taxi of Florida and Republic Services of Florida, LP. The Purchasing Evaluation Committee scored both proposals. Waste Pro DBA Trash Taxi earned an average of 383 points, while Republic Services earned an average of 400 points. Proposed total costs from each company are as follows: • Waste Pro DBA Trash Taxi - $341,742.24 / year ($28,478.52 / month) • Republic Services - $281,426.00 / yr ($281,426.00 / month)	

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*	IFB 26-02 Tabulation Record IFB 26-02 Bid Score Sheet Averages Waste Pro of Florida, Inc. DBA Trash Taxi of Florida Bid Packet Republic Services of Florida, LP 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):*			$	

WASTE PRO®
Caring For Our Communities®

TAB 1
EXPERIENCE AND HISTORY

July 22, 2026

Town of Dundee
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Dear Committee Members,

Solid waste collection services are vital to the happiness, well-being, and environmental health of the Town of Dundee and its businesses. Waste Pro of Florida, Inc. D/B/A Trash Taxi of Florida (hereafter referred to as Waste Pro) is committed to providing these services—with a "Distinguishable Difference." We are excited to submit our proposal for IFB 26-02 to provide commercial solid waste collection services to the Town of Dundee. We have examined the Invitation for Bids (IFB), understand the scope of services required, and are pleased to offer our experienced services to the Town. Our enclosed materials are formatted as requested.

Our "Distinguishable Difference" boils down to a simple truth: **As a Florida-based company embedded in our local communities, our municipal partners are our neighbors, and we believe in always doing our best by our neighbors.** This focus on local relationships drives our commitment to creating more sustainable, cost-effective waste solutions. "Caring for Our Communities" is both our motto and the hallmark of Waste Pro founder John Jennings's business philosophy. Our local Trash Taxi division, which will service the Town of Dundee, embodies this motto having serviced Polk County customers for over 16 years. Founded by current Division Manager, Curtis Agius, Trash Taxi began in Michigan in 1996 before moving operations to Florida. Recognizing similar philosophies with a focus on community relationships and excellent service, Waste Pro and Trash Taxi recently joined forces to provide world class service with a local touch.

With revenue projected to exceed $1.6 billion in 2026, we have the resources to provide the Town of Dundee with the quality service businesses deserve. **We are proud to be one of the largest providers of exclusive residential solid waste services in Florida, with operations in 61 of 67 counties.** Waste Pro has operations in 12 Southeastern states, serving two million residential and 100,000 commercial customers across more than 260 exclusive municipal franchises. Throughout our footprint, Waste Pro believes that making our service "world-class" begins and ends with our local commitments to our municipal partners. We remain a privately-owned, family-operated company with a decentralized management structure. **This means that decisions about operations for the Town of Dundee will be made quickly and efficiently by local leadership with boots on the ground *in* Dundee. Our Trash Taxi division, with personnel who live and work in the Town of Dundee, understand the unique service needs of the Town's businesses. As requested in the IFB, we will provide the following services:**

Commercial Solid Waste Collection	• Service to commercial businesses who utilize two-yard or greater containers
Municipal Services Collection	• Service to the refuse containers used by the general public in parks, picnics areas, sidewalks, rights-of-way, and other property owned, leased, rented, and controlled by the Town of Dundee • Service to the facilities and locations as provided in the IFB

As demonstrated in our proposal, our local operations will feature value-added benefits that create a "Distinguishable Difference":

Conveniently Located Local Facilities	Our Trash Taxi division has an administrative office conveniently located directly across the street from Town Hall at 201 E Main Street and our hauling yard is just a few miles away at 206 Bay Street. **Our nearby locations result in easy communication and quick responses from our personnel and drivers for the Town of Dundee well within the requested 24-hour response time.**
Live, Local Customer Service	All calls to our Trash Taxi division are answered locally, by a real person who lives and works alongside our customers. Customer service is one of our top priorities, and we are committed to responding within 24 hours to any customer concerns. **Two customer service representatives who are educated on the Town's contract are available to answer any customer service requests.**
Personalized Operations	We also work with our local businesses to ensure that they have the appropriate level of service for their needs, **which means we will not charge overage fees for businesses.**
Seamless Transition	Our local Trash Taxi division is already fully staffed and equipped to begin servicing the Town of Dundee.
Ample Resource from a Strong Central Florida Service Network	In addition to our frontline equipment, we have additional spare trucks and containers available if needed right at our Trash Taxi division. Beyond our local resources, Trash Taxi has access to our extensive Central Florida service network which can provide support if needed including from nearby divisions and facilities in Davenport, Lake County, and Orange County.
Engaged Community Partnership	**Our Trash Taxi division exemplifies our motto of "Caring for Our Communities" by being a great service provider and a good neighbor.** In the community, Curtis Agius and local personnel can frequently be seen riding in local parades or participating in community events. Trash Taxi has become part of the fabric of everyday life in the Town of Dundee.

We feel confident that Waste Pro is uniquely qualified to handle the Town of Dundee's collection service requirements. **Municipal contracts and partnering with local communities are our areas of expertise.** We have enclosed references and encourage you to contact these municipalities—your Florida neighbors—and ask their opinion of Waste Pro. We have conducted all necessary due diligence to confirm the material facts upon which our submittal is based. Upon execution of the contract, Waste Pro will 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 will submit such reports as the Town may thereafter require to assure compliance. Waste Pro understands that 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 our protest and any resulting claims. Our pricing is good and firm for 90 days. I will sign the agreement, and I have total control of contract authority over services and state that the contents of our response to this RFP are true and accurate.

We appreciate your time and consideration, and we look forward to becoming your next partner in providing the Town of Dundee with the "Distinguishable Difference" in the solid waste industry.

Best Regards,

Erik Sankey | Regional Vice President | Waste Pro of Florida, Inc. D/B/A Trash Taxi of Florida

POWER OF ATTORNEY

This Power of Attorney made this 22 day of July 2026, I, Sean M. Jennings, President and CEO of Waste Pro of Florida, Inc. d/b/a Trash Taxi hereby appoint, Erik Sankey, Regional Vice President, to do, bind, and execute the following on behalf of Waste Pro of Florida, Inc. D/B/A Trash Taxi of Florida.

1. Execute, bid, and deliver any documents related to the Town of Dundee, Florida – Invitation for Bid – FY 2025-26 – Sanitation Department Commercial Solid Waste Collections – IFB Number 26-02, including any addendums.

2. This Power of Attorney is intended to grant broad powers to Erik Sankey to execute documents in this matter.

This Power of Attorney is to remain in full force and effect until written revocation by an officer of Waste Pro of Florida, Inc. D/B/A Trash Taxi of Florida.

SIGNATURE of Sean M. Jennings
President and CEO of Waste Pro of Florida, Inc. D/B/A Trash Taxi of Florida

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 22nd day of April 2026, by Sean M. Jennings, CEO and President of Waste Pro of Florida, Inc. D/B/A Trash Taxi of Florida.

(Signatory of Notary Public – State of Florida)

MALENIE VELEZ
Notary Public - State of Florida
Commission # HH 627534
My Comm. Expires Mar 9, 2029
Bonded through National Notary Assn.

(Name of Notary Public)
Personally Known X or produced Identification _____ Type of Identification Produced _____

Experience and History

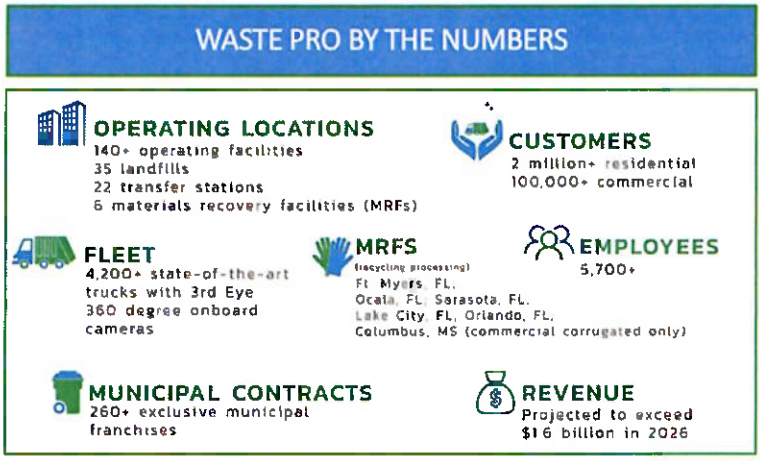
Description and History of the Firm

Provide a description and history of the firm focusing on experience.

With operations located in the heart of Dundee, Trash Taxi of Florida has been serving Florida residents for 16 years. Founder and Current Division Manager, Curtis Agius, originally founded Trash Taxi in 1996 in Troy, Michigan. After serving the Troy and Detroit area for a decade, Curtis brought operations to Florida and has been operating Trash Taxi from the Dundee location for over 16 years. Offering residential and commercial solid waste and recycling services as well as junk removal services, Trash Taxi now services 35,000 residential, 400 commercial, and 100 roll-off customers across Polk County including customers such as the City of Frostproof, Orange Lake Resort, and Windsor Cay Resort. **Trash Taxi's base of operations is in Dundee with an administrative building and a hauling yard.**

Trash Taxi of Florida
➢ Operating in Dundee for 16 years
➢ Administrative office and hauling yard located in Dundee
➢ Serving 35,000 residential, 400 commercial, and 100 roll-off customers

Recently, Trash Taxi of Florida was acquired by Waste Pro, which allows Trash Taxi to continue to provide local customer service and a personalized collection experience while accessing additional resources from Waste Pro's extensive Central Florida service network.



Waste Pro has been partnering with communities across the Southeast to provide values-driven solid waste services for 25 years. Waste Pro is headquartered in Longwood, Florida. Under the leadership of our founder, John Jennings, and his son, current CEO and President Sean Jennings, Waste Pro has grown to become one of the country's largest privately-owned waste collection, recycling, and disposal companies. Today, as a result of two decades of organic and strategic growth, we provide service to more than two million residential and 100,000 commercial customers across our 12-state footprint, and annual revenues are projected to exceed $1.6 billion in 2026.

Number of Years in Business

State the number of years the company has been in business.

Waste Pro of Florida, Inc. has been in business for 25 years.

Current Capacity and Expertise With Commercial Solid Waste Collection

Demonstrate the firm's current capacity and current expertise with commercial solid waste collection.

Throughout our footprint, Waste Pro believes that making our service "world-class" begins and ends with our local commitments to our community partners. We remain a family-operated company with a decentralized management structure. This means that decisions about operations for the Town of Dundee will be made quickly and efficiently by leadership and personnel with boots on the ground *in* the Town of Dundee. For our Trash Taxi division, Founder and Division Manager Curtis Agius, who has over 16 years of experience servicing the area, will be the main point of contact for the Town. Our local Trash Taxi team knows the Town, it's road and unique service needs, inside and out and is ready to begin servicing the Town. Trash Taxi has previously held the contract with the Town of Dundee and currently services 400 commercial accounts including a contract with the City of Frostproof for commercial services similar to the Town of Dundee.

Trash Taxi's Capacity and Expertise
➢ **Fully staffed location ready to service the Town of Dundee**
➢ Two local customer service representatives ready to answer questions
➢ **State-of-the-art trucks ready to go**
➢ Containers ready for deployment
➢ **Local experience, expertise, and knowledge of Dundee roads and streets**
➢ Similar commercial services provided for nearby customers and municipalities

The vehicle and collection containers that we will utilize for Town services are already at our Trash Taxi location and in our internal inventory, and we will deploy an existing team of drivers, vehicle technicians, customer service representatives, and commercial dispatchers to provide service to the Town's accounts. In addition to our fully staffed Trash Taxi division, Waste Pro has several other divisions and facilities in nearby Davenport, Lake County, and Orange County that can provide additional support should the need arise.

Our Local Expertise and Team

At Waste Pro, local leadership is supported by a highly decentralized corporate structure. **In our experience, empowerment of local decision-makers yields customized operations and the safest, most efficient services for our municipal partners.**

The brief resumes on the following pages describe the qualifications of our local and regional leadership.

Erik Sankey, Central Florida Regional Vice President *esankey@wasteprousa.com*

Erik Sankey's career in the waste industry spans over three decades, marked by a steady progression from managerial roles with two major national haulers to owner/operator for smaller regional waste haulers. His journey with Waste Pro began in 2019 as the Regional Operations Manager for Central Florida, a role in which he excelled and was subsequently promoted to Regional Vice President in 2020. In his current capacity, Sankey oversees operations in multiple locations, including Orlando, Sanford, Cocoa, Daytona Beach, Ocala, Seminole County, Brevard County, Polk County, and Lake County, along with a landfill in Ocala.

The Central Florida Region is one of Waste Pro's most successful, with service to many major Florida cities and counties, including Brevard, Lake, Orange, Volusia, and Seminole Counties, Maitland, Winter Park, Cape Canaveral, Daytona Beach, Lake Mary, Ocala, and Oviedo. In addition to managing the region's six divisions, Sankey oversees a recycling facility in Ocala, a MRF in Orlando, and compressed natural gas (CNG) stations in Sanford, Orlando, and Daytona.

Curtis Agius, Founder and Division Manager, Trash Taxi *curtis@trashtaxi.com*

Curtis Agius has over 40 years of experience in the waste industry. Curtis founded Trash Taxi in 1996 in Troy, Michigan before moving operations to Florida. Curtis built Trash Taxi into the industry leading company it is today eventually franchising and co-managing multiple Trash Taxi franchises. Recently, he joined the Waste Pro team when Waste Pro acquired Trash Taxi of Florida. Curtis's career began as a thrower. He has held various positions in the industry including residential curbside driver, roll-off driver, commercial driver, Operations Manager, Sales Manager, Waste Consultant, and Vice President. He has worked at several other waste companies including Advanced Disposal, Standard Disposal, Rizzo Services, Stoney Creek Sanitation, and World Waste. Beyond his career in the solid waste industry, Curtis has 20 years of experience as a volunteer firefighter in the Town of Dundee, Florida, and Troy, Michigan.

Platt Loftis, Director of Government Affairs *ploftis@wasteprousa.com*

Platt Loftis brings over 30 years of experience within private and government sectors – including sales, operations, marketing, management, and government affairs. He has worked for Waste Pro for 20 years, joining in 2006 as a route manager for a contract start-up in Winter Springs, Florida. He was promoted to Operations Manager in 2008, overseeing municipal startups in Casselberry, Orange County, Port Orange, Buncombe County, NC, and Concord, NC. He also managed our Seminole County, Deltona, Sanford, Winter Springs, Longwood, and Windermere contracts. In 2009, he was promoted to Division Manager of Waste Pro's Brevard County facility, where he started up our Cape Canaveral, Palm Shores, Melbourne Beach, and Melbourne Village contracts. In 2012, Platt was appointed to a regional role as the Government Affairs Director for Central Florida, covering Marion, Osceola, Orange, Brevard, Lake, Seminole, and Polk Counties. Before his time at Waste Pro, Platt held various sales roles in the North Carolina market.

Platt is active in many industry organizations, including Keep Lake Beautiful, SWANA, and Recycle Florida Today.

Financial Capacity

The letter below from our Chief Financial Officer attests to our annual gross income as reflected in our financial statements and testifies to our financial capability to provide the equipment and resources needed to service the Town of Dundee. We have also included our Waste Pro of Florida, Inc.'s 2024 and 2025 audited financial statements as requested in the Addendum.

2101 West SR 434 | Suite 301 | Longwood, FL 32779
T (407) 869-8800
F (407) 869-8884

July 15, 2026

Erica Anderson
Town Clerk
Town of Dundee
202 East Main Street
Dundee, FL 33838

RE: IFB 26-02 FY 2025-26 Sanitation Department Commercial Solid Waste Collections

Dear Ms. Anderson,

Waste Pro of Florida, Inc. is a financially stable company that has assets in excess of $800 million and generated $90 million in cash flows from operations in 2025. We have operated profitably since 2006 and are profitable thus far in 2026. We have been good standing customers of Wells Fargo Bank, National Association (the "Bank") since 2014. The Bank currently serves as administrative agent for a syndicate of lenders for the Company's $290 million senior revolving credit facility ("the Senior Credit Facility"), of which approximately $221 million is available to borrow as of this date. The current maturity date of the Senior Credit Facility is January 21st, 2030. Should you require more information, our relationship manager, Kevin Cumberland, can be reached by phone at (310) 633-0072 or by email at kevin.cumberland@wellsfargo.com.

I can assure you that we have the necessary financial resources to honor all requirements of the Town of Dundee. We are not currently, nor have we ever been involved in any bankruptcy proceedings. All our debt obligations are paid current, and I see no circumstances that would change that situation. Should you have any questions regarding these matters, please feel free to contact me.

Sincerely,

Cort Sabina
Executive Vice President & Chief Financial Officer
Waste Pro of Florida, Inc.

Waste Pro of Florida, Inc. and Subsidiaries

Years Ended December 31, 2024 and 2023

Consolidated Financial Statements and Supplementary Information

Rehmann

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

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Rehmann

INDEPENDENT AUDITORS' REPORT

March 28, 2025

Board of Directors
Waste Pro of Florida, Inc. and Subsidiaries
Longwood, Florida

Opinion

We have audited the consolidated financial statements of ***Waste Pro of Florida, Inc. and Subsidiaries*** (the "Company"), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of income, stockholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements (the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of ***Waste Pro of Florida, Inc. and Subsidiaries*** as of December 31, 2024 and 2023, and the consolidated results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The accompanying consolidated financial statements have been prepared from the separate records maintained by the Company and may not necessarily be indicative of the conditions that would have existed or the results of operations if the Company had been operated as an unaffiliated company. Portions of certain income and expenses represent allocations made from related entities (see Note 10).

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Rehmann Lohan LLC

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Consolidated Balance Sheets

ASSETS	December 31 2024	December 31 2023
Current assets		
Cash	$ 3,738,895	$ 3,000,479
Accounts receivable, less allowance for credit losses of approximately $1,008,000 ($1,483,000 in 2023)	75,122,625	74,000,678
Prepaid expenses and other current assets	9,925,697	10,361,826
Current portion of deferred contract costs	1,041,320	1,000,300
Total current assets	**89,828,537**	**88,363,283**
Property and equipment		
Vehicles	594,183,422	545,159,843
Containers	243,129,060	220,057,713
Land and buildings	95,307,743	58,888,307
Leasehold improvements	34,595,180	31,438,088
Equipment	33,957,178	28,978,285
Construction in process	30,592,533	9,676,183
Furniture and fixtures	2,100,499	2,651,227
	1,033,865,615	896,849,646
Less accumulated depreciation and amortization	586,088,501	527,661,982
Property and equipment, net	**447,777,114**	**369,187,664**
Operating lease right-of-use assets, net of current portion	32,681,156	34,389,337
Restricted investments, at fair value	1,557,190	-
Goodwill	26,068,008	11,802,785
Deferred contract costs, net	1,710,887	1,483,121
Due from parent	30,833,734	17,667,742
Other assets, net	2,370,076	6,565,097
Total assets	**$ 632,826,702**	**$ 529,459,029**

The accompanying notes are an integral part of these consolidated financial statements.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Consolidated Balance Sheets

LIABILITIES AND STOCKHOLDER'S EQUITY	December 31 2024	December 31 2023
Current liabilities		
Current portion of long-term debt	$ 31,423,116	$ 18,970,404
Current portion of operating lease obligations	4,728,124	4,369,334
Current portion of accrued capping, closure, and post-closure costs	1,042,038	61,740
Accounts payable	33,005,468	10,936,845
Accrued liabilities	30,040,567	20,570,933
Deferred revenue	26,425,619	25,960,719
Income taxes payable	10,528,044	-
Total current liabilities	**137,192,976**	**80,869,975**
Long-term debt, net of current portion	53,341,291	43,822,173
Operating lease obligations, net of current portion	29,597,498	31,203,120
Accrued capping, closure, and post-closure costs, net of current portion	4,889,017	5,189,456
Deferred income tax liabilities	60,438,791	61,496,000
Total liabilities	**285,459,573**	**222,580,724**
Stockholder's equity		
Common stock - $0.01 par value; 10,000,000 shares authorized; 1,000 shares issued and outstanding	10	10
Additional paid-in capital	5,191,843	5,191,843
Retained earnings	337,372,661	301,686,452
Total stockholder's equity of Waste Pro of Florida, Inc. and Subsidiaries	**342,564,514**	**306,878,305**
Noncontrolling interest	4,802,615	-
Total stockholder's equity	**347,367,129**	**306,878,305**
Total liabilities and stockholder's equity	**$ 632,826,702**	**$ 529,459,029**

The accompanying notes are an integral part of these consolidated financial statements.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Consolidated Statements of Income

	Year Ended December 31	
	2024	2023
Revenues, net	$ 742,290,926	$ 679,194,785
Costs and expenses		
Operating	532,147,906	501,881,909
General and administrative	56,955,007	50,730,999
Depreciation and amortization	74,752,689	67,135,482
Loss on disposals of property and equipment, net	838,203	788,008
Total costs and expenses	**664,693,805**	**620,536,398**
Income from operations	**77,597,121**	**58,658,387**
Other (expense) income		
Interest expense	(31,803,977)	(24,379,520)
Other (expense) income, net	(15,389)	59,094
Other expense, net	**(31,819,366)**	**(24,320,426)**
Income before income tax expense	**45,777,755**	**34,337,961**
Income tax expense	(9,470,835)	(12,425,045)
Net income	**36,306,920**	**21,912,916**
Net income attributable to the noncontrolling interest	620,711	-
Net income attributable to Waste Pro Florida, Inc. and Subsidiaries	**$ 35,686,209**	**$ 21,912,916**

The accompanying notes are an integral part of these consolidated financial statements.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Consolidated Statements of Stockholder's Equity

	Common Stock	Additional Paid-In Capital	Retained Earnings	Total Stockholder's Equity	Noncontrolling Interest	Total Equity
Balances, January 1, 2023	**$ 10**	**$ 5,191,843**	**$ 279,773,536**	**$ 284,965,389**	**$ -**	**$ 284,965,389**
Net income	-	-	21,912,916	21,912,916	-	21,912,916
Balances, December 31, 2023	**10**	**5,191,843**	**301,686,452**	**306,878,305**	**-**	**306,878,305**
Non-controlling interest from business acquisition	-	-	-	-	4,181,904	4,181,904
Net income	-	-	35,686,209	35,686,209	620,711	36,306,920
Balances, December 31, 2024	**$ 10**	**$ 5,191,843**	**$ 337,372,661**	**$ 342,564,514**	**$ 4,802,615**	**$ 347,367,129**

The accompanying notes are an integral part of these consolidated financial statements.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

	Year Ended December 31	
	2024	2023
Cash flows from operating activities		
Net income	$ 36,306,920	$ 21,912,916
Adjustments to reconcile net income to net cash from operating activities		
Unrealized gain on restricted investments	(57,190)	-
Provision for credit losses	1,631,089	1,674,598
Depreciation and amortization	74,752,689	67,135,482
Loss on disposal of property and equipment	838,203	788,008
Non-cash operating lease expense	5,775,151	5,676,444
Amortization of deferred contract costs	1,227,420	1,476,209
Accretion of accrued capping, closure, and post-closure costs	-	426,363
Deferred income taxes	(1,057,209)	4,196,000
Changes in operating assets and liabilities, which (used) provided cash, net of amounts acquired in acquisitions of businesses in 2024		
Accounts receivable	(2,753,036)	(7,463,279)
Prepaid expenses and other current assets	(950,889)	(4,956,849)
Deferred contract costs	(1,496,206)	(1,219,738)
Other assets	2,104,503	(5,934,702)
Accounts payable	22,068,623	(2,798,521)
Accrued liabilities	2,125,567	876,004
Income taxes payable	10,528,044	-
Deferred revenue	379,137	1,705,893
Operating lease obligations	(5,313,802)	(4,813,087)
Accrued capping, closure, and post-closure costs	(1,229,164)	(3,162,059)
Net change in cash from operating activities	**144,879,850**	**75,519,682**
Cash flows from investing activities		
Purchases of property and equipment	(118,359,879)	(82,824,709)
Proceeds from sale of property and equipment	435,191	149,359
Acquisitions of businesses	(34,052,890)	-
Net change in cash from investing activities	**(151,977,578)**	**(82,675,350)**
Cash flows from financing activities		
Borrowings of long-term debt	21,002,136	41,993,157
Payments to parent	(13,165,992)	(33,765,019)
Net change in cash from financing activities	**7,836,144**	**8,228,138**
Net change in cash	**738,416**	**1,072,470**
Cash, beginning of year	3,000,479	1,928,009
Cash, end of year	**$ 3,738,895**	**$ 3,000,479**

The accompanying notes are an integral part of these consolidated financial statements.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

1. NATURE OF BUSINESS, BASIS OF PRESENTATION, AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Waste Pro of Florida, Inc. and Subsidiaries (the "Company"), a wholly-owned subsidiary of ***Waste Pro USA, Inc.*** (the "Parent") are headquartered in Longwood, Florida and provide non-hazardous waste collection, transfer, recycling and disposal services in Florida.

Consolidation

The accompanying consolidated financial statements present the consolidated accounts of ***Waste Pro of Florida, Inc.***, and its wholly-owned subsidiaries *Waste Pro Blountstown, LLC; Waste Pro Crestview, LLC; Waste Pro Defuniak Springs, LLC; Waste Pro Freeport, LLC; Waste Pro Lynn Haven, LLC; Waste Pro Panama City Beach, LLC; Waste Pro Southport, LLC; Waste Pro Ocala MRF, LLC; Waste Pro West Bay, LLC; A&D Recycling, LLC; Professional Waste Consultants, LLC* and *Clean Pro Enviro Solutions, LLC.* The accompanying consolidated financial statements also include the accounts of *Friends Recycling, LLC,* a majority-owned subsidiary.

All significant intercompany transactions and balances have been eliminated in consolidation.

Limited Liability Companies ("LLCs")

The LLCs are organized under the laws of the State of Florida and, barring certain events, will continue in existence indefinitely. Interested parties should refer to the Operating Agreements for a more complete description of the LLCs.

Entities Under Common Control

Accounting principles generally accepted in the United States of America ("GAAP") permit the Company to elect, when certain conditions exist, not to apply variable interest entity guidance to an entity operating under common control with the Company. Management has determined that these conditions were met by the Company and, as a result, the Company has elected not to apply the VIE guidance to *Waste Pro Southeast, LLC; Waste Pro Southwest, LLC; JH Properties, LP;* and *Seminole Springs Office Center, LLC* (the "VIE entities"), which are affiliated through common control. The VIE entities lease land and buildings to the Company. Under the accounting alternative, the Company has excluded the VIE entities' assets, comprised of the leased land and buildings, liabilities, and results of operations in their consolidated financial statements. The lease payments made to the VIE entities are recognized as rental expense in the Company's consolidated statements of income. The VIE entities have an immaterial amount in long-term debt guaranteed by a shareholder of the Company. The Company's maximum exposure to loss resulting from its involvement with the legal entities under common control cannot be quantified.

Notes to Consolidated Financial Statements

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of income and expenses during the reporting year. Actual results could differ from those estimates. Significant estimates include landfill closure obligations, remaining landfill capacity, and the fair value of assets and liabilities recognized in business combinations.

Cash

Cash consists primarily of demand deposits in banks, which at times may exceed federally insured limits. Management does not believe the Company is exposed to any significant interest rate or other financial risk as a result of these deposits.

Revenue from Contracts with Customers

Revenues are primarily generated from fees charged for waste collection, transfer, disposal, recycling, and resource recovery services and the sale of recyclable commodities. The fees charged for services are defined in service agreements and vary based on contract-specific terms, such as frequency of service, weight, volume, and the general market factors influencing a region's rates. The fees charged for services generally include environmental fees, fuel surcharge and regulatory recovery fees, which are intended to pass through to customers. Revenue associated with the Company's services is recognized as services are performed. For example, revenue typically is recognized as waste is collected, waste is received at landfills or transfer stations, or recycling commodities are delivered. Franchise fees paid to customers are excluded from revenues.

The following table disaggregates revenue by service line for the years ended December 31:

	2024	2023
Residential and commercial collection	$ 643,380,174	$ 591,882,350
Roll-off collection	69,229,306	66,908,525
Disposal	20,584,815	12,438,386
Fuel and environmental charges	25,759,859	27,118,993
Recycling	5,794,718	4,709,328
Other	3,365,465	4,763,116
Franchise fees	(25,823,411)	(28,625,913)
Revenue, net	**$ 742,290,926**	**$ 679,194,785**

Notes to Consolidated Financial Statements

Contract Assets and Liabilities

Payments received from customers in advance of revenue recognition are considered contract liabilities and are recorded as deferred revenue on the consolidated balance sheets until performance obligations are satisfied.

The balances of accounts receivable, deferred contract costs, and deferred revenue are as follows:

	December 31, 2024	December 31, 2023	January 1, 2023
Accounts receivable, net	$ 75,122,625	$ 74,000,678	$ 68,211,997
Deferred contract costs, net	$ 2,752,207	$ 2,483,421	$ 2,739,892
Deferred revenue	$ 26,425,619	$ 25,960,719	$ 24,254,826

Deferred Contact Costs

The Company's incremental direct costs of obtaining a contract (e.g., sales commissions) on contracts longer than one year are deferred and amortized to general and administrative expenses over the estimated useful life of the customer relationship, averaging 4.77 years. Contract implementation costs are deferred and amortized as a reduction in revenue over the contract life. Similar costs related to contracts with a term of less than one year are expensed as incurred. These amounts are included in deferred contract cost on the consolidated balance sheets.

Accounts Receivable

Accounts receivable are customer obligations due under normal trade terms generally requiring payment within 30 to 90 days from the invoice date. No collateral or other security is required to support accounts receivable, which are stated at the amounts billed and due from customers less an allowance for expected credit losses. None of the Company's contracts have a significant financing component. Management estimates an allowance for expected credit losses based on the amount it expects to collect from customers, based on the length of time the receivables have been outstanding, historical collection experience, current market conditions and forecasted economic and business environments. Amounts that are deemed to be uncollectible are written off against the allowance for credit losses. The expense associated with the allowance for credit losses of $1,631,089 and $1,674,598 for 2024 and 2023, respectively, is recognized in general and administrative expenses.

Notes to Consolidated Financial Statements

Property and Equipment (Exclusive of Landfills)

Property and equipment are stated at cost. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets, which range from 3 to 39 years. Leasehold improvements are amortized over the lesser of the life of the improvements or the term of the lease. Construction in progress represents various refabrication projects related to the Company's containers, vehicles and equipment. Expenditures for repairs and maintenance are charged to operations as incurred.

Management reviews these assets for impairment whenever events or changes in circumstances indicate the related carrying amounts may not be recoverable. There were no impairments during 2024 and 2023.

Landfill Accounting

The Company currently owns and operates 11 landfills. The cost of landfill airspace, including the original acquisition cost, landfill construction costs and asset retirement costs, which represent estimates of future costs associated with landfill final capping, closure, and post-closure activities (the "obligations"), are included in land and buildings in the consolidated balance sheets, and is amortized over the capacity of the landfill based on a units-of-consumption basis, applying an expense as a rate per compacted cubic yard or equivalent. Depletion expense is recorded as landfill operating costs, which is included in operating expenses in the consolidated statements of income.

We develop our initial estimates of these obligations using input from our operations personnel, third-party engineers, and accountants. Our estimates are based on our interpretation of current requirements and are intended to approximate fair value. Absent quoted market prices, the estimate of fair value is based on the best available information, including the results of present value techniques. We use historical experience, professional engineering judgment and quoted or actual prices paid for similar work to determine the fair value of these obligations.

Once we have determined the costs of these obligations, we inflate those costs to the expected time of payment and discount those expected future costs back to present value. As of December 31, 2024 and 2023, we inflated these costs in current dollars to the expected time of payment using an inflation rate of 2.52% and 2.62%, respectively. We discounted these costs to present value using credit-adjusted, risk-free rates, consistent with the expected cash flow approach. Any changes in cash flow expectations, including future obligations associated with environmental remediation liabilities are accounted for prospectively in accordance with GAAP. As a result, the credit-adjusted, risk-free discount rate used to calculate the present value of an obligation is specific to each individual asset retirement obligation. The credit-adjusted, risk-free rates applicable to our long-term asset retirement obligations as of December 31, 2024 and 2023, ranged from 4.10% to 4.62% and 3.42% to 4.15%, respectively.

Notes to Consolidated Financial Statements

Accrued capping, closure, and post-closure costs represent an estimate of the present value of these future obligations. Since these obligations are measured at estimated fair value using present value techniques, changes in the estimated cost or timing of future final capping, closure, and post-closure activities could result in a material change in these liabilities, related assets, and results of consolidated operations. Interest accretion on the future obligations is recorded using the effective interest method and is recorded as landfill operating costs, which is included in operating expenses in the consolidated statements of income.

Environmental Remediation Liabilities

A significant portion of our operating costs and capital expenditures associated with our landfills could be characterized as costs of environmental protection. The nature of our operations, particularly with respect to the construction, operation, and maintenance of our landfills, subjects us to an array of laws and regulations relating to the protection of the environment. Under current laws and regulations, we may have liabilities for environmental damage caused by our operations, or for damage caused by conditions that existed before we acquired a site. Where it is probable that a liability has been incurred, we estimate costs required to remediate sites based on site-specific facts and circumstances. These amounts are recorded as a part of accrued capping, closure, and post-closure costs.

Goodwill

Goodwill arising from business combinations represents the excess of purchase consideration exchanged by the Company over the estimated fair value of the net assets of acquired businesses. The Company evaluates goodwill for impairment on an annual basis. In completing this evaluation, management considers the profitability of the Company and compares its best estimate of future cash flows with the net carrying value of goodwill.

Changes in the gross carrying amounts of goodwill for the years ended December 31, are as follows:

	2024	2023
Goodwill, beginning of year	$ 11,802,785	$ 11,802,785
Acquisitions of businesses	14,265,223	-
Goodwill, end of year	**$ 26,068,008**	**$ 11,802,785**

Other Intangible Assets

Other intangible assets, including customer lists and non-compete agreements, have definite useful lives and are amortized over periods ranging from one to twenty years. Management reviews these assets for impairment whenever events or changes in circumstances indicate the related carrying amount may not be recoverable.

Notes to Consolidated Financial Statements

Future amortization of other intangible assets is as follows as of December 31, 2024:

Year	Amount
2025	$ 579,702
2026	357,231
2027	353,778
2028	242,129
2029	242,129
Thereafter	595,107
Total	**$ 2,370,076**

Leases

The Company determines if an arrangement is a lease at inception and considers classification of leases as operating or finance. Operating leases are included in operating lease right-of-use ("ROU") assets, current portion of operating lease obligations, and operating lease obligations, net of current portion on the Company's consolidated balance sheets.

Operating lease ROU assets and operating lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at commencement date. As most of the Company's leases do not provide an implicit rate, the Company uses the risk-free rate based on the information available at commencement date in determining the present value of future payments. The operating lease ROU asset also includes any lease payments made and initial direct costs incurred and excludes lease incentives. The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Lease expense for minimum lease payments is recognized on a straight-line basis over the lease term. Variable rent payments are expensed as incurred. The Company's variable lease payments primarily consist of real estate, maintenance and usage charges.

The Company has elected to exclude short-term leases from the recognition requirements of Accounting Standards Codification 842. A lease is short-term if, at the commencement date, it has a term of less than or equal to one year. Lease expense related to short-term leases is recognized on a straight-line basis over the lease term.

The Company has elected the practical expedient for private companies in the lease standard to use the written terms and conditions of related party arrangements between entities under common control to determine whether an arrangement contains a lease and how the lease is classified.

Management reviews these ROU assets for impairment whenever events or circumstances indicate that their carrying values may not be fully recoverable.

Notes to Consolidated Financial Statements

Fair Value Measurements

Fair value refers to the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants in the market in which the reporting entity transacts such sales or transfers based on the assumptions market participants would use when pricing an asset or liability. Assumptions are developed based on prioritizing information within a fair value hierarchy that gives the highest priority to quoted prices in active markets (Level 1) and the lowest priority to unobservable data (Level 3).

A description of each category in the fair value hierarchy is as follows:

Level 1: Valuation is based upon quoted prices for identical instruments traded in active markets.

Level 2: Valuation is based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all-significant assumptions are observable in the market.

Level 3: Valuation is generated from model-based techniques that use at least one significant assumption not observable in the market. These unobservable assumptions reflect the estimates of assumptions that market participants would use in pricing the asset or liability.

For a further discussion of Fair Value Measurements, refer to Notes 2 and 3.

Restricted Investments

The Company maintains assets for future closure and post-closure costs related to one of the Company's landfills. At December 31, 2024, these assets included marketable debt securities. Marketable debt securities, which are comprised of corporate bonds, with readily determinable fair value that are measured and recorded at fair value on a recurring basis with changes in fair value, whether realized or unrealized, recorded through the consolidated statements of income.

Original Issue Premium and Debt Issuance Costs

The Company amortizes original issuance premium and debt issuance costs using the straight-line method, which approximates the effective interest rate method, over the term of the related debt. These are offset to the balance of the related debt.

Notes to Consolidated Financial Statements

Common Stock

The affairs of the Company are governed by the Articles of Incorporation, dated January 2, 2001 (the "Articles"). The Company is authorized to issue 10,000,000 shares of Common Stock with a stated par value of $0.01 per share. The Board of Directors of the Company, from time to time, may elect to declare and pay dividends to stockholders. The payment of dividends to stockholders has been restricted in accordance with the senior notes (see Note 5).

Income Taxes

The Company files a consolidated federal income tax return. Deferred income tax assets and liabilities are computed annually for differences between the consolidated financial statements and federal income tax basis of assets and liabilities that will result in taxable or deductible amounts in the future, based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. Deferred income taxes arise from temporary basis differences principally related to goodwill and property and equipment. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. Income tax expense is the tax payable or refundable for the year plus or minus the change during the year in deferred tax assets and liabilities.

Advertising Expenses

The costs of advertising and product promotion, which are expensed as incurred, were approximately $2,199,000 and $1,349,000 in 2024 and 2023, respectively.

Subsequent Events

In preparing these consolidated financial statements, management has evaluated, for potential recognition or disclosure, significant events or transactions that occurred during the period subsequent to the most recent consolidated balance sheet presented herein, through the date these consolidated financial statements were available to be issued.

2. ACQUISITIONS

In 2024, the Company acquired certain assets and liabilities of six companies in separate transactions accounted for as business combinations. All acquisitions were made to strengthen the Company's position in the various markets serviced. The acquisitions were accounted for using the acquisition method of accounting and therefore, the financial position and results of these entities prior to the date of the acquisition were not included in the Company's 2023 consolidated financial statements. Accordingly, the purchase prices were allocated to the assets acquired and the liabilities assumed based upon their fair values at the dates of acquisition.

Notes to Consolidated Financial Statements

The following assets and liabilities were recognized in the acquisitions (at fair value) during 2024:

Property and equipment	$ 25,149,449
Goodwill	14,265,223
Other assets	3,469,027
Accrued capping, closure, and post-closure costs	(127,000)
Deferred revenue	(85,763)
Accrued liabilities	(1,669,487)
Purchase price	**$ 41,001,449**

The fair values recorded are Level 3 inputs, which have been determined by management based on various market and income analyses and recent asset appraisals.

Consideration exchanged for the acquisitions consisted of the following:

Cash	$ 34,052,890
Contingent consideration	6,948,559
Total fair value of consideration	**$ 41,001,449**

Contingent consideration is recorded within accrued liabilities on the Company's consolidated balance sheet. The Company recognizes expenses in conjunction with certain metrics or milestones as noted in the purchase agreements. If the metrics or milestones are not met, the Company adjusts the purchase price allocation if within the remeasurement period, otherwise, recognizes income in the corresponding amount.

3. INVESTMENTS AND FAIR VALUE MEASUREMENTS

The Company utilizes fair value measurements to record fair value adjustments to certain assets and liabilities and to determine fair value disclosures. Additionally, from time to time, the Company may be required to record at fair value other assets on a nonrecurring basis, such as goodwill, landfill retirement obligations, and other long-lived assets. These nonrecurring fair value adjustments typically involve the application of estimated fair value accounting or write downs of individual assets.

The following is a description of the valuation methodology and key inputs used to measure financial assets recorded at fair value. The description includes an indication of the level of the fair value hierarchy in which the assets are classified.

Marketable debt securities: Marketable debt securities are recorded at fair value on a recurring basis. Fair value measurement is based upon quoted prices, if available. Level 1 securities include those traded on an active exchange that are traded by dealers or brokers in active over-the-counter markets. Marketable debt securities are classified as Level 1 as of December 31, 2024.

Notes to Consolidated Financial Statements

The preceding method described may produce fair value calculations that may not be indicative of net realizable values or reflective of future fair values. Furthermore, although the Company believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The Company determines the appropriate classification of its debt securities at the time of purchase and reevaluates such determinations at each consolidated balance sheet date. Debt securities are classified as trading securities, which are held in anticipation of short-term fluctuations in market prices to fund certain landfill closure obligations.

Investments consist of the following at December 31, 2024:

Cost	$ 1,500,000
Cumulative net unrealized gains	57,190
Total marketable securities	**$ 1,557,190**

The Company recognized $57,190 in net realized gains during 2024.

4. ACCRUED LIABILITIES

Accrued liabilities are as follows at December 31:

	2024	2023
Accrued liabilities		
Acquisition related earnouts	$ 5,750,000	$ 100,000
Salaries and wages	2,048,286	1,119,364
Disposal costs	7,416,873	6,475,582
Franchise taxes	1,924,611	2,856,240
Other	12,900,797	10,019,747
Total	**$ 30,040,567**	**$ 20,570,933**

Other accruals primarily consist of invoices received after the accounts payable cutoff for year end and accruals for property and equipment repairs and maintenance work performed, property taxes, sales taxes, and other miscellaneous accruals.

Notes to Consolidated Financial Statements

5. BORROWED DEBT

Line of Credit Held by Parent

The Parent has a Senior Secured Asset-Based Credit Facility under a Credit Agreement, as amended, with a syndicate of lenders that includes a revolving line of credit (the "Line") of $260,000,000. The Line matures on June 29, 2026. The Parent records all amounts due on the Line within its consolidated financial statements, which totaled $207,084,865 as of December 31, 2024. Interest is allocated to the Company by the Parent based on the Parent's net investment in the Company. The Line contains various covenants, to include financial covenants and certain limits on permitted Industrial Revenue Bonds ("IRB") indebtedness, mergers and acquisitions, and the total amount of stock repurchases allowed, all of which management believes the Company was in compliance with at December 31, 2024.

The Line is collateralized by substantially all assets of the Parent, guaranteed by the Company, and is reduced by all outstanding letters of credit. At December 31, 2024, approximately $27,700,000 was available to be borrowed on the Line.

In January 2025, the borrowing availability on the Line was increased to a maximum amount of $290,000,000 and the maturity was extended to January 21, 2030.

The summary of Base Rates and margins are as follows at December 31:

Base Rate	Rate 2024	Rate 2023	Margin	Applicable Margin
(a) Federal Funds Rate	4.33%	5.50%	Plus 0.50%	Plus 1.25%
(b) SOFR	4.49%	5.34%	Plus 1.00%	Plus 1.25%
(c) Prime Rate	7.50%	8.50%	n/a	Plus 1.25%

The Line is subject to a quarterly unused line fee based on average borrowings on the Line compared to the amount available to be borrowed, as well as a quarterly letter of credit fee based on the amount of outstanding letters of credit, at the applicable margin for Secured Overnight Financing Rate ("SOFR").

Interest on outstanding borrowings is payable based on the following interest rate options: (i) Base Rate plus an applicable margin for Base Rate Loans, as defined by the leverage ratio; or (ii) SOFR plus an applicable margin for SOFR Loans as defined by the leverage ratio. The Base Rate is the greater of (a) the Federal Funds Rate plus 0.50%; (b) SOFR plus 1.00%; or (c) the Prime Rate plus an applicable margin as defined by the leverage ratio. SOFR is as published by the ICE Benchmark Administration Limited for the respective interest period, as defined. SOFR borrowings must be held for at least one month. The Applicable Margin for Base Rate Loans ranges from 0.50% to 1.00%, adjusted quarterly.

For the years ended December 31, 2024 and 2023, the majority of interest expense included within the consolidated statements of income relates to the allocation of interest by the Parent.

Notes to Consolidated Financial Statements

Tax-Exempt Bonds Held by Parent

The Parent borrows funds from governmental entities through the issuance of tax-exempt IRBs. Proceeds from the IRBs were used to finance or refinance certain costs relating to solid waste collection, organics and transfer, recycling and hauling facilities of the Company and to pay certain costs of issuance. The IRBs are secured by revenues of the Parent, and are guaranteed jointly and severally, fully, and unconditionally by certain of the Parent's wholly-owned subsidiaries, including the Company. The IRBs are callable and remarketable subject to certain provisions in the borrowing agreements.

During 2023, the Parent borrowed $120,000,000 of tax-exempt IRB of Florida Development Finance Corporation Solid Waste Disposal Revenue Bonds (Waste Pro USA, Inc. Project) Series 2023 (Florida 2023 Bonds). The Florida 2023 Bonds accrue interest at 6.125% per annum commencing January 1, 2024 through maturity on July 1, 2032. The Florida 2023 Bonds require interest only payments on January 1 and July 1 of each year until maturity.

During 2021, the Parent borrowed $109,996,222 of tax-exempt IRB of Florida Development Finance Corporation Solid Waste Disposal Revenue Bonds (Waste Pro USA, Inc. Project) Series 2021 (Florida 2021 Bonds), which consisted of a principal amount of $105,175,000 at an original issue premium of $4,821,222. The Florida 2021 Bonds accrue interest at 3.00% per annum commencing June 8, 2022 through maturity on June 1, 2032. The Florida 2021 Bonds require interest only payments on June 1 and December 1 of each year until maturity. The recorded premium will be amortized to interest expense over the contractual term of the Florida 2021 Bonds. For the years ended December 31, 2024 and 2023, amortization of the premium amounted to $392,892.

During 2019, the Parent borrowed $49,999,904 of tax-exempt IRB of Florida Development Finance Corporation Solid Waste Disposal Revenue Bonds (Waste Pro USA, Inc. Project) Series 2019 (Florida 2019 Bonds), which consisted of a principal amount of $46,515,000 at an original issue premium of $3,484,904. The Florida 2019 Bonds accrue interest at 5.00% per annum and require interest only payments on May 1 and November 1 of each year until maturity on May 1, 2029. The recorded premium is amortized to interest expense over the contractual term of the Florida 2019 Bonds. For the years ended December 31, 2024 and 2023, amortization of the premium amounted to $328,553.

During 2017, the Parent borrowed $50,000,000 of IRB, to include $32,500,000 of Florida Development Finance Corporation Solid Waste Disposal Revenue Bonds (Waste Pro USA, Inc. Project) Series 2017 (Florida 2017 Bonds) and $17,500,000 of Mississippi Business Finance Corporation Solid Waste Disposal Revenue Bond (Waste Pro USA, Inc. Project) Series 2017 (Mississippi Bonds) under their respective indentures dated August 1, 2017 (the 2017 Bonds). The 2017 Bonds accrue interest at 5.00% per annum through August 1, 2023, at which time they may be converted from a fixed rate to a variable rate. During 2022, the Parent remarketed these bonds and the Florida 2017 Bonds and Mississippi Bonds now accrue interest at 5.25% and 5.00%, respectively, per annum through the date of maturity. The Florida 2017 Bonds mature August 1, 2029 and the Mississippi Bonds mature February 1, 2036. The 2017 Bonds require interest only payments on February 1 and August 1 of each year until maturity.

Notes to Consolidated Financial Statements

Long-term Debt

Long-term debt consists of the following obligations at December 31:

	2024	2023
Installment notes payable to finance companies; interest ranging from 6.09% to 9.91%; monthly principal and interest payments totaling $3,059,013; due through December 2029; collateralized by certain equipment.	$ 84,764,407	$ 62,792,577
Less current portion	31,423,116	18,970,404
Long-term debt, less current portion	**$ 53,341,291**	**$ 43,822,173**

Scheduled annual principal maturities for each of the five years succeeding December 31, 2024, are summarized as follows:

Year	Amount
2025	$ 31,423,116
2026	28,613,819
2027	13,716,805
2028	7,434,367
2029	3,576,300
Total	**$ 84,764,407**

6. ACCRUED CAPPING, CLOSURE, AND POST-CLOSURE COSTS

Changes in liabilities for accrued capping, closure, and post-closure costs are as follows for the years ended December 31:

	2024	2023
Balance, beginning of year	$ 5,251,196	$ 7,986,892
Accretion expense	780,766	426,363
Increase in obligations related to acquired landfill and expanded cells	1,949,178	-
Landfill costs incurred	(2,050,085)	(3,162,059)
Balance, end of year	**$ 5,931,055**	**$ 5,251,196**

Notes to Consolidated Financial Statements

Had the Company not inflated or discounted any portion of these estimated liabilities, the total amounts recorded at December 31, 2024 and 2023, would have been approximately $14,632,000 and $10,224,000, respectively.

7. LEASES

The Company leases certain offices and equipment under short-term and noncancelable operating lease agreements with unrelated third parties expiring through November 2033. The Company is also obligated under facility lease agreements with certain related parties expiring through December 2036. The related parties included certain members of management and owners of the Company, and their business entities.

The following table summarizes the composition of net lease cost during the years ended December 31:

	Related		Unrelated	
	2024	2023	2024	2023
Operating lease cost	$ 3,519,042	$ 3,079,572	$ 469,021	$ 1,352,742
Short-term lease cost	-	-	1,032,143	907,902
Short-term equipment lease cost	-	-	3,221,529	1,863,380
Total lease cost	**$ 3,519,042**	**$ 3,079,572**	**$ 4,722,693**	**$ 4,124,024**

As of December 31, 2024 and 2023, leasehold improvements with an unamortized balance in relation to related party lease arrangements are immaterial.

The following table summarizes other information related to the Company's leases during the years ended December 31:

	2024	2023
Cash paid for amounts included in the measurement of lease obligations		
Operating cash flows	$ 5,313,802	$ 4,813,087
Right-of-use assets obtained in exchange for new operating lease obligations	$ 3,167,436	$ 16,551,204
Weighted-average remaining lease term (in years)	7.93	8.27
Weighted-average discount rate	2.60%	2.32%

Notes to Consolidated Financial Statements

The following table presents a maturity analysis summary of the Company's operating lease obligations recorded on the consolidated balance sheet as of December 31, 2024:

Year	Related	Unrelated
2025	$ 3,877,794	$ 1,656,255
2026	4,019,796	1,324,462
2027	3,614,981	1,144,641
2028	3,530,011	585,207
2029	3,671,159	476,776
Thereafter	13,579,735	813,019
Total lease payments	32,293,476	6,000,360
Less discount to present value	3,548,246	419,968
Total lease obligations	28,745,230	5,580,392
Less current portion	3,194,534	1,533,590
Long-term lease obligations	**$ 25,550,696**	**$ 4,046,802**

The related parties include certain members of management and owners of the Company, and their business entities.

8. INCOME TAXES

The income tax expense consists of the following for the years ended December 31:

	2024	2023
Current tax expense	$ 10,528,044	$ 8,229,045
Deferred taxes	(1,057,209)	4,196,000
Total	**$ 9,470,835**	**$ 12,425,045**

Notes to Consolidated Financial Statements

A reconciliation of the income tax expense and the amount computed by applying statutory federal and state tax rates to income before tax expense is as follows for the years ended December 31:

	2024	2023
Federal and state income taxes computed - 26.5% pretax income	$ 12,131,105	$ 9,099,560
Effect of nondeductible expenses	59,675	52,527
Effect of adjustment of prior year estimates	(2,719,945)	3,272,958
Income tax expense	**$ 9,470,835**	**$ 12,425,045**

For 2024 and 2023, the tax expense differs from the expense that would result from applying statutory rates to income before income tax expense primarily due to changes in depreciation estimates for tax purposes and certain expenses not being deductible for income tax purposes.

Deferred tax amounts included in the consolidated balance sheets consist of the following at December 31:

	2024	2023
Deferred tax assets	$ 895,000	$ 895,000
Deferred tax liabilities	(61,333,791)	(62,391,000)
Total	**$ (60,438,791)**	**$ (61,496,000)**

At December 31, 2024 and 2023, deferred tax assets are primarily related to net operating losses, certain expenses and costs which are not deductible for tax purposes until paid, including the allowance for credit losses. Deferred tax liabilities primarily relate to the excess of tax depreciation and amortization over depreciation and amortization (including goodwill) for consolidated financial statements purposes.

Management has analyzed the Company's income tax positions for 2021 through 2024, the years which remain subject to examination by major tax jurisdictions as of December 31, 2024, and concluded that there are no significant uncertain tax positions requiring recognition in the Company's consolidated financial statements. The Company does not expect the total amount of unrecognized tax benefits ("UTB") (e.g., tax deductions, exclusions, or credits claimed or expected to be claimed) to significantly increase in the next 12 months. The Company does not have any amounts accrued for interest and penalties related to UTBs at December 31, 2024 and 2023, and it is not aware of any claims for such amounts by federal or state income tax authorities.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

9. RETIREMENT PLANS

The Parent sponsors a 401(k) plan (the "Plan") covering substantially all full-time employees meeting certain minimum age and length of service requirements. Employee contributions are voluntary and employer matching contributions are based on 50% of employee contributions up to 4% of compensation. In 2024 and 2023, the Company contributed approximately $2,119,000 and $1,811,000, respectively, to the Plan.

10. RELATED PARTY TRANSACTIONS

The Company receives substantially all capital funding from the Parent. In addition, the Parent performs certain administrative functions for the Company and allocates the related costs to the various entities owned by the Parent. Accordingly, the financial condition of the Company at December 31, 2024 and 2023, and results of its operations for the years then ended may be significantly different if the Company had operated as an unaffiliated company.

At December 31, 2024 and 2023, the amounts due from the Parent included in the consolidated balance sheets primarily represent advances utilized to fund operations of the Parent. For 2024 and 2023, the allocation of administrative expenses from the Parent approximated $12,822,000 and $19,181,000, respectively, which is included in general and administrative expenses in the consolidated statements of income.

11. COMMITMENTS AND CONTINGENCIES

Insurance

The Company participates in the Parent's workers compensation and auto insurance coverage, which is provided under partially self-insured policies from independent third parties. The Company receives an allocation of expense from the Parent based on the claims and premium incurred, which is included in operating expenses. Management believes the total amount allocated during 2024 and 2023, of approximately $32,927,000 and $29,223,000, respectively, is adequate to provide for the final disposition of such claims. The Company has individual stop loss policies. There are no aggregate stop loss policies.

Health Insurance

The Company participates in the Parent's health insurance policy, which is provided under a partially self-funded employee welfare benefit plan managed by an independent third party. The Company receives an allocation of expense from the Parent based on the claims and premiums incurred, which is included in operating expenses. Management believes the amount allocated during 2024 and 2023, of approximately $11,846,000 and $9,218,000, respectively, is adequate to provide for the final disposition of such claims. The Company has an individual stop loss policy. There is no aggregate stop loss policy.

Purchase Commitments

As of December 31, 2024, the Company has made commitments to purchase vehicles and equipment totaling approximately $117,309,000.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

12. LEGAL

The Company is currently involved in a contract dispute lawsuit with a former municipal customer. The municipality has filed suit against the Company for significant liquidated damages, which the Company is vigorously defending against. The Company has also filed suit against the municipality for recovery of damages previously assessed through withholding of payments. At this time, the potential exposure cannot be reasonably determined.

The Company is involved in various other lawsuits in the normal course of business. As of December 31, 2024, management cannot predict the outcome of the lawsuits or estimate the amount of any loss that may result. Accordingly, no provision for any contingent liabilities that may result has been made in the consolidated financial statements. Management assesses its potential liability relating to litigation based on information available. Management believes that losses resulting from these matters, if any, would not have a material effect on the consolidated financial position of the Company.

13. SUPPLEMENTAL CASH FLOWS INFORMATION

Other Cash Flows Information

Cash paid for interest and income taxes amounted to the following for the years ended December 31:

	2024	2023
Cash paid for interest allocated by Parent	$ 31,023,211	$ 23,953,157
Cash paid for income taxes	$ -	$ -

The Company files under the apportionment method of its consolidated return in federal and state jurisdictions. Amounts due are paid for by the parent and are included within Due from Parent in the consolidated balance sheets.

■■■■■

Rehmann

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

March 28, 2025

Board of Directors
Waste Pro of Florida, Inc. and Subsidiaries
Longwood, Florida

We have audited the consolidated financial statements of ***Waste Pro of Florida, Inc. and Subsidiaries*** as of and for the year ended December 31, 2024, and have issued our report thereon dated March 28, 2025, which expressed an unmodified opinion on those consolidated financial statements. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Schedules of Consolidated Operating Expenses and General and Administrative Expenses for the years ended December 31, 2024 and 2023, which are the responsibility of management, are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information has not been subjected to the auditing procedures applied in our audit of the consolidated financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Rehmann Robson LLC

SUPPLEMENTARY INFORMATION
FOR THE YEARS ENDED
DECEMBER 31, 2024 AND 2023

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Schedules of Consolidated Operating Expenses

	Year Ended December 31	
	2024	2023
Payroll and payroll taxes	$ 208,768,405	$ 195,681,257
Disposal costs	114,141,971	109,723,251
Vehicle operating costs	53,697,115	56,736,396
Repairs and maintenance	53,340,795	50,008,295
Insurance	50,734,932	44,877,401
Subcontract trucking	15,749,283	13,105,377
Contract labor	11,780,506	11,873,311
Property and equipment rent	8,051,340	6,279,022
Start-up costs	3,090,378	1,750,306
Utilities	2,572,747	2,680,980
Retirement plan contributions	1,867,797	1,681,612
Recycling material	1,443,897	1,383,771
Property damage	1,374,440	1,001,455
Corporate allocation	1,209,171	-
Municipal fees	1,141,977	1,894,571
Bond fees	1,118,288	964,042
Uniforms	900,077	833,709
Telephone	542,111	702,258
Travel	451,376	548,077
Licenses and permits	97,893	80,045
Sanitation supplies	73,407	76,773
Total	**$ 532,147,906**	**$ 501,881,909**

See independent auditors' report on supplementary information.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Schedules of Consolidated General and Administrative Expenses

	Year Ended December 31	
	2024	2023
Payroll and payroll taxes	$ 22,307,463	$ 13,464,111
Corporate allocation	11,613,079	19,180,763
Professional fees	4,241,323	2,908,643
Training	2,529,164	2,799,059
Taxes, other than income	2,458,741	2,290,272
Advertising	2,162,240	1,349,188
Provision for credit losses	1,631,089	1,674,598
Bank charges	1,497,593	1,166,649
Travel	1,455,185	697,613
Insurance	1,035,407	767,943
Postage	1,050,047	1,056,703
Telephone	946,836	825,549
Office supplies	748,223	663,313
Repairs and maintenance	517,215	15,640
Rent	511,995	924,573
Miscellaneous	485,772	-
Vehicle	466,425	-
Contract labor	335,453	345,950
Computer expense	315,905	283,697
Retirement plan contributions	251,089	129,294
Dues and subscriptions	244,058	137,221
Collections	150,705	50,220
Total	**$ 56,955,007**	**$ 50,730,999**

See independent auditors' report on supplementary information.

Waste Pro of Florida, Inc. and Subsidiaries

Years Ended December 31, 2025 and 2024

Consolidated Financial Statements and Supplementary Information

Rehmann

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

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INDEPENDENT AUDITORS' REPORT

March 27, 2026

Board of Directors
Waste Pro of Florida, Inc. and Subsidiaries
Longwood, Florida

Opinion

We have audited the consolidated financial statements of ***Waste Pro of Florida, Inc. and Subsidiaries*** (the "Company"), which comprise the consolidated balance sheets as of December 31, 2025 and 2024, and the related consolidated statements of income, stockholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements (the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of ***Waste Pro of Florida, Inc. and Subsidiaries*** as of December 31, 2025 and 2024, and the consolidated results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The accompanying consolidated financial statements have been prepared from the separate records maintained by the Company and may not necessarily be indicative of the conditions that would have existed or the results of operations if the Company had been operated as an unaffiliated company. Portions of certain income and expenses represent allocations made from related entities (see Note 10).

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Rehmann Lohan LLC

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Consolidated Balance Sheets

ASSETS	December 31 2025	December 31 2024
Current assets		
Cash	$ 6,279,548	$ 3,738,895
Accounts receivable, less allowance for credit losses of approximately $919,000 ($1,008,000 in 2024)	81,619,192	75,122,625
Prepaid expenses and other current assets	11,540,388	9,925,697
Current portion of deferred contract costs	1,219,519	1,041,320
Total current assets	**100,658,647**	**89,828,537**
Property and equipment		
Vehicles	712,277,330	594,183,422
Containers	268,907,904	243,129,060
Land and buildings	140,373,106	95,307,743
Leasehold improvements	35,229,150	34,595,180
Equipment	37,442,711	33,957,178
Construction in process	48,478,717	30,592,533
Furniture and fixtures	2,333,808	2,100,499
	1,245,042,726	1,033,865,615
Less accumulated depreciation and amortization	634,706,975	586,088,501
Property and equipment, net	**610,335,751**	**447,777,114**
Operating lease right-of-use assets, net	36,031,636	32,681,156
Restricted investments, at fair value	2,129,404	1,557,190
Goodwill	33,568,526	26,068,008
Deferred contract costs, net	2,060,101	1,710,887
Due from parent	-	30,833,734
Other assets, net	19,723,400	2,370,076
Total assets	**$ 804,507,465**	**$ 632,826,702**

The accompanying notes are an integral part of these consolidated financial statements.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Consolidated Balance Sheets

LIABILITIES AND STOCKHOLDER'S EQUITY	December 31 2025	2024
Current liabilities		
Current portion of long-term debt	$ 51,565,943	$ 31,423,116
Current portion of operating lease obligations	5,941,321	4,728,124
Current portion of accrued capping, closure, and post-closure costs	54,726	1,042,038
Accounts payable	13,896,980	33,005,468
Accrued liabilities	34,583,851	30,040,567
Deferred revenue	30,152,962	26,425,619
Income taxes payable	3,194,109	10,528,044
Total current liabilities	**139,389,892**	**137,192,976**
Long-term debt, net of current portion	103,440,672	53,341,291
Operating lease obligations, net of current portion	32,198,847	29,597,498
Accrued capping, closure, and post-closure costs, net of current portion	4,778,781	4,889,017
Deferred income taxes	64,837,517	60,438,791
Due to parent	85,523,220	-
Total liabilities	**430,168,929**	**285,459,573**
Stockholder's equity		
Common stock - $0.01 par value; 10,000,000 shares authorized; 1,000 shares issued and outstanding	10	10
Additional paid-in capital	5,191,843	5,191,843
Retained earnings	365,217,513	337,372,661
Total stockholder's equity of Waste Pro of Florida, Inc.	**370,409,366**	**342,564,514**
Noncontrolling interest	3,929,170	4,802,615
Total stockholder's equity	**374,338,536**	**347,367,129**
Total liabilities and stockholder's equity	**$ 804,507,465**	**$ 632,826,702**

The accompanying notes are an integral part of these consolidated financial statements.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Consolidated Statements of Income

	Year Ended December 31	
	2025	2024
Revenues, net	$ 801,817,000	$ 742,290,926
Costs and expenses		
Operating	568,558,625	532,147,906
General and administrative	62,333,398	56,955,007
Depreciation and amortization	85,080,370	74,752,689
Loss from disposal of property and equipment, net	2,711,088	838,203
Total costs and expenses	**718,683,481**	**664,693,805**
Income from operations	**83,133,519**	**77,597,121**
Other (expense) income		
Interest expense	(48,456,296)	(31,803,977)
Other income (expense), net	114,638	(15,389)
Other expense, net	**(48,341,658)**	**(31,819,366)**
Income before income tax expense	**34,791,861**	**45,777,755**
Income tax expense	(7,593,215)	(9,470,835)
Net income	**27,198,646**	**36,306,920**
Net (loss) income attributable to the noncontrolling interest	(646,206)	620,711
Net income attributable to Waste Pro Florida, Inc. and Subsidiaries	**$ 27,844,852**	**$ 35,686,209**

The accompanying notes are an integral part of these consolidated financial statements.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Consolidated Statements of Stockholder's Equity

	Controlling Interest					
	Common Stock	Additional Paid-In Capital	Retained Earnings	Total Stockholders' Equity	Noncontrolling Interest	Total Equity
Balances, January 1, 2024	$ 10	$ 5,191,843	$ 301,686,452	$ 306,878,305	$ -	$ 306,878,305
Non-controlling interest from business acquisition	-	-	-	-	4,181,904	4,181,904
Net income	-	-	35,686,209	35,686,209	620,711	36,306,920
Balances, December 31, 2024	10	5,191,843	337,372,661	342,564,514	4,802,615	347,367,129
Distributions	-	-	-	-	(227,239)	(227,239)
Net income (loss)	-	-	27,844,852	27,844,852	(646,206)	27,198,646
Balances, December 31, 2025	$ 10	$ 5,191,843	$ 365,217,513	$ 370,409,366	$ 3,929,170	$ 374,338,536

The accompanying notes are an integral part of these consolidated financial statements.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

	Year Ended December 31	
	2025	2024
Cash flows from operating activities		
Net income	$ 27,198,646	$ 36,306,920
Adjustments to reconcile net income to net cash from operating activities		
Unrealized gain on restricted investments	(72,214)	(57,190)
Provision for credit losses	1,033,762	1,631,089
Depreciation and amortization	85,080,370	74,752,689
Loss from disposal of property and equipment, net	2,711,088	838,203
Non-cash operating lease expense	7,092,582	5,775,151
Amortization of deferred contract costs	1,343,400	1,227,420
Accretion of accrued capping, closure, and post-closure costs	927,643	-
Deferred income taxes	4,398,726	(1,057,209)
Changes in operating assets and liabilities, which (used) provided cash, net of amounts acquired in acquisitions of businesses		
Accounts receivable	(7,530,329)	(2,753,036)
Prepaid expenses and other current assets	(96,670)	(950,889)
Deferred contract costs	(1,870,813)	(1,496,206)
Other assets	(92,021)	2,104,503
Accounts payable	(19,108,488)	22,068,623
Accrued liabilities	2,166,465	2,125,567
Income taxes payable	(7,333,935)	10,528,044
Deferred revenue	2,780,699	379,137
Operating lease obligations	(6,628,516)	(5,313,802)
Accrued capping, closure, and post-closure costs	(2,025,191)	(1,229,164)
Net change in cash from operating activities	**89,975,204**	**144,879,850**
Cash flows from investing activities		
Purchases of property and equipment	(236,685,564)	(118,359,879)
Proceeds from sale of property and equipment	2,967,847	435,191
Restricted investments	(500,000)	-
Acquisitions of businesses	(39,588,757)	(34,052,890)
Net change in cash from investing activities	**(273,806,474)**	**(151,977,578)**
Cash flows from financing activities		
Borrowings of long-term debt	111,739,661	47,649,697
Repayments of long-term debt	(41,497,453)	(26,647,561)
Advances from (payments to) parent	116,356,954	(13,165,992)
Distributions	(227,239)	-
Net change in cash from financing activities	**186,371,923**	**7,836,144**
Net change in cash	**2,540,653**	**738,416**
Cash, beginning of year	3,738,895	3,000,479
Cash, end of year	**$ 6,279,548**	**$ 3,738,895**

The accompanying notes are an integral part of these consolidated financial statements.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

1. NATURE OF BUSINESS, BASIS OF PRESENTATION, AND SUMMARY OF SIGNIFICANT ACCOUNTING

Nature of Business

Waste Pro of Florida, Inc. and Subsidiaries (the "Company"), a wholly-owned subsidiary of ***Waste Pro USA, Inc.*** (the "Parent") are headquartered in Longwood, Florida and provide non-hazardous waste collection, transfer, recycling and disposal services in Florida.

Consolidation

The accompanying consolidated financial statements present the consolidated accounts of ***Waste Pro of Florida, Inc.***, and its wholly-owned subsidiaries *Waste Pro Blountstown, LLC; Waste Pro Crestview, LLC; Waste Pro Defuniak Springs, LLC; Waste Pro Freeport, LLC; Waste Pro Lynn Haven, LLC; Waste Pro Panama City Beach, LLC; Waste Pro Southport, LLC; Waste Pro Ocala MRF, LLC; Waste Pro West Bay, LLC; A&D Recycling, LLC; Professional Waste Consultants, LLC* and *Clean Pro Enviro Solutions, LLC.* The accompanying consolidated financial statements also include the accounts of *Friends Recycling, LLC,* a majority-owned subsidiary.

All significant intercompany accounts and balances have been eliminated in consolidation.

Limited Liability Companies ("LLCs")

The LLCs are organized under the laws of the State of Florida and, barring certain events, will continue in existence indefinitely. Interested parties should refer to the Operating Agreements for a more complete description of the LLCs.

Entities Under Common Control

Accounting principles generally accepted in the United States of America ("GAAP") permit the Company to elect, when certain conditions exist, not to apply variable interest entity guidance to an entity operating under common control with the Company. Management has determined that these conditions were met by the Company and, as a result, the Company has elected not to apply the VIE guidance to *Waste Pro Southeast, LLC; Waste Pro Southwest, LLC;* and *Seminole Springs Office Center, LLC* (the "VIE entities"), which are affiliated through common control. The VIE entities lease land and buildings to the Company. Under the accounting alternative, the Company has excluded the VIE entities' assets, comprised of the leased land and buildings, liabilities, and results of operations in their consolidated financial statements. The lease payments made to the VIE entities are recognized as rental expense in the Company's consolidated statements of income. The VIE entities have an immaterial amount in long-term debt guaranteed by a shareholder of the Company. The Company's maximum exposure to loss resulting from its involvement with the legal entities under common control cannot be quantified.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of income and expenses during the reporting year. Actual results could differ from those estimates. Significant estimates include landfill closure obligations, remaining landfill capacity, and the fair value of assets and liabilities recognized in business combinations.

Cash

Cash consists primarily of demand deposits in banks, which at times may exceed federally insured limits. Management does not believe the Company is exposed to any significant interest rate or other financial risk as a result of these deposits.

Revenue from Contracts with Customers

Revenues are primarily generated from fees charged for waste collection, transfer, disposal, recycling, and resource recovery services and the sale of recyclable commodities. The fees charged for services are defined in service agreements and vary based on contract-specific terms, such as frequency of service, weight, volume, and the general market factors influencing a region's rates. The fees charged for services generally include environmental fees, fuel surcharge and regulatory recovery fees, which are intended to pass through to customers. Revenue associated with the Company's services is recognized as services are performed. For example, revenue typically is recognized as waste is collected, waste is received at landfills or transfer stations, or recycling commodities are delivered. Franchise fees paid to customers are excluded from revenues.

The following table presents the Company's revenue disaggregated for the years ended December 31:

	2025	2024
Residential and commercial collection	$ 696,984,084	$ 643,380,174
Roll-off collection	75,331,543	69,229,306
Disposal	20,487,790	20,584,815
Fuel and environmental charges	25,067,021	25,759,859
Recycling	4,629,967	5,794,718
Other	3,243,755	3,365,465
Franchise fees	(23,927,160)	(25,823,411)
Revenue, net	**$ 801,817,000**	**$ 742,290,926**

Notes to Consolidated Financial Statements

Contract Assets and Liabilities

Payments received from customers in advance of revenue recognition are considered contract liabilities and are recorded as deferred revenue on the consolidated balance sheets until performance obligations are satisfied.

The balances of accounts receivable, deferred contract costs, and deferred revenue are as follows:

	December 31, 2025	December 31, 2024	January 1, 2024
Accounts receivable, net	$ 81,619,192	$ 75,122,625	$ 74,000,678
Deferred contract costs, net	$ 3,279,620	$ 2,752,207	$ 2,483,421
Deferred revenue	$ 30,152,962	$ 26,425,619	$ 25,960,719

Deferred Contact Costs

The Company's incremental direct costs of obtaining a contract (e.g., sales commissions) on contracts longer than one year are deferred and amortized to general and administrative expenses over the estimated useful life of the customer relationship, averaging 4.77 years. Contract implementation costs are deferred and amortized as a reduction in revenue over the contract life. Similar costs related to contracts with a term of less than one year are expensed as incurred. These amounts are included in deferred contract cost on the consolidated balance sheets.

Accounts Receivable

Accounts receivable are customer obligations due under normal trade terms generally requiring payment within 30 to 90 days from the invoice date. No collateral or other security is required to support accounts receivable, which are stated at the amounts billed and due from customers less an allowance for expected credit losses. None of the Company's contracts have a significant financing component. Management estimates an allowance for expected credit losses based on the amount it expects to collect from customers, based on the length of time the receivables have been outstanding, historical collection experience, current market conditions. In 2025, the Company elected the practical expedient that allows private companies to assume the conditions as of the balance sheet date do not change for the remaining life of the receivable. Amounts that are deemed to be uncollectible are written off against the allowance for credit losses. The expense associated with the allowance for credit losses of $1,033,762 and $1,631,089 for 2025 and 2024, respectively, is recognized in general and administrative expenses.

Notes to Consolidated Financial Statements

Property and Equipment (Exclusive of Landfills)

Property and equipment are stated at cost. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets, which range from 3 to 39 years. Leasehold improvements are amortized over the lesser of the life of the improvements or the term of the lease. Construction in progress represents various refabrication projects related to the Company's containers, vehicles and equipment. Capitalized interest related to construction in progress was approximately $5,708,000 in 2025. The amount for 2024 was not material. Expenditures for repairs and maintenance are charged to operations as incurred.

Management reviews these assets for impairment whenever events or changes in circumstances indicate the related carrying amounts may not be recoverable. There were no impairments during 2025 and 2024.

Landfill Accounting

The Company currently owns and operates 11 landfills. The cost of landfill airspace, including the original acquisition cost, landfill construction costs and asset retirement costs, which represent estimates of future costs associated with landfill final capping, closure, and post-closure activities (the "obligations"), are included in land and buildings in the consolidated balance sheets, and is amortized over the capacity of the landfill based on a units-of-consumption basis, applying an expense as a rate per compacted cubic yard or equivalent. Depletion expense is included in depreciation and amortization in the consolidated statements of income.

The Company develops its initial estimates of these obligations using input from its operations personnel, third-party engineers, and accountants. These estimates are based on our interpretation of current requirements and are intended to approximate fair value. Absent quoted market prices, the estimate of fair value is based on the best available information, including the results of present value techniques. The Company uses historical experience, professional engineering judgment and quoted or actual prices paid for similar work to determine the fair value of these obligations.

Once the costs of these obligations have been determined, costs are inflated to the expected time of payment and those expected future costs are discounted back to present value. As of December 31, 2025 and 2024, these costs were inflated in current dollars to the expected time of payment using an inflation rate of 2.59% and 2.52%, respectively. These costs were discounted to present value using credit-adjusted, risk-free rates, consistent with the expected cash flow approach. Any changes in cash flow expectations, including future obligations associated with environmental remediation liabilities are accounted for prospectively in accordance with GAAP. As a result, the credit-adjusted, risk-free discount rate used to calculate the present value of an obligation is specific to each individual asset retirement obligation. The credit-adjusted, risk-free rates applicable to the long-term asset retirement obligations as of December 31, 2025 and 2024, ranged from 3.40% to 5.41% and 4.10% to 4.62%, respectively.

Notes to Consolidated Financial Statements

Accrued capping, closure, and post-closure costs represent an estimate of the present value of these future obligations. Since these obligations are measured at estimated fair value using present value techniques, changes in the estimated cost or timing of future final capping, closure, and post-closure activities could result in a material change in these liabilities, related assets, and results of consolidated operations. Interest accretion on the future obligations is recorded using the effective interest method and is recorded as landfill operating costs, which is included in operating expenses in the consolidated statements of income.

Environmental Remediation Liabilities

A significant portion of the Company's operating costs and capital expenditures associated with the Company's landfills could be characterized as costs of environmental protection. The nature of the Company's operations, particularly with respect to the construction, operation, and maintenance of the landfills, subjects the Company to an array of laws and regulations relating to the protection of the environment. Under current laws and regulations, the Company may have liabilities for environmental damage caused by operations, or for damage caused by conditions that existed before the Company acquired a site. Where it is probable that a liability has been incurred, costs required to remediate sites based on site-specific facts and circumstances are estimated. These amounts are recorded as a part of accrued capping, closure, and post-closure costs.

Goodwill

Goodwill arising from business combinations represents the excess of purchase consideration exchanged by the Company over the estimated fair value of the net assets of acquired businesses. The Company evaluates goodwill for impairment on an annual basis. In completing this evaluation, management considers the profitability of the Company and compares its best estimate of future cash flows with the net carrying value of goodwill.

Changes in the gross carrying amounts of goodwill for the years ended December 31, are as follows:

	2025	2024
Goodwill, beginning of year	$ 26,068,008	$ 11,802,785
Acquisitions of businesses	7,500,518	14,265,223
Goodwill, end of year	**$ 33,568,526**	**$ 26,068,008**

Other Intangible Assets

Other intangible assets, including customer lists and non-compete agreements, have definite useful lives and are amortized over periods ranging from one to twenty years. Management reviews these assets for impairment whenever events or changes in circumstances indicate the related carrying amount may not be recoverable.

Notes to Consolidated Financial Statements

Accumulated amortization was approximately $1,913,000 and $933,000 at December 31, 2025 and 2024, respectively.

Future amortization of other intangible assets is as follows as of December 31, 2025:

Year	Amount
2026	$ 4,161,623
2027	4,088,436
2028	3,926,746
2029	3,911,746
2030	3,634,849
Total	$ 19,723,400

Leases

The Company determines if an arrangement is a lease at inception and considers classification of leases as operating or finance. Operating leases are included in operating lease right-of-use ("ROU") assets, current portion of operating lease obligations, and operating lease obligations, net of current portion on the Company's consolidated balance sheets.

Operating lease ROU assets and operating lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at the commencement date. As most of the Company's leases do not provide an implicit rate, the Company uses the risk-free rate based on the information available at the commencement date in determining the present value of future payments. The operating lease ROU asset also includes any lease payments made and initial direct costs incurred and excludes lease incentives. The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Lease expense for minimum lease payments is recognized on a straight-line basis over the lease term. Variable rent payments are expensed as incurred. The Company's variable lease payments primarily consist of real estate, maintenance and usage charges.

The Company has elected to exclude short-term leases from the recognition requirements of the lease standard. A lease is short-term if, at the commencement date, it has a term of less than or equal to one year. Lease expense related to short-term leases is recognized on a straight-line basis over the lease term.

The Company has elected the practical expedient for private companies in the lease standard to use the written terms and conditions of related party arrangements between entities under common control to determine whether an arrangement contains a lease and how the lease is classified.

Management reviews these ROU assets for impairment whenever events or circumstances indicate that their carrying values may not be fully recoverable.

Notes to Consolidated Financial Statements

Fair Value Measurements

Fair value refers to the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants in the market in which the reporting entity transacts such sales or transfers based on the assumptions market participants would use when pricing an asset or liability. Assumptions are developed based on prioritizing information within a fair value hierarchy that gives the highest priority to quoted prices in active markets (Level 1) and the lowest priority to unobservable data (Level 3).

A description of each category in the fair value hierarchy is as follows:

Level 1: Valuation is based upon quoted prices for identical instruments traded in active markets.

Level 2: Valuation is based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all-significant assumptions are observable in the market.

Level 3: Valuation is generated from model-based techniques that use at least one significant assumption not observable in the market. These unobservable assumptions reflect the estimates of assumptions that market participants would use in pricing the asset or liability.

For a further discussion of Fair Value Measurements, refer to Notes 2 and 3.

Restricted Investments

The Company maintains assets for future closure and post-closure costs related to one of the Company's landfills. At December 31, 2025, these assets include marketable debt securities. Marketable debt securities, which are comprised of corporate bonds, with readily determinable fair value that are measured and recorded at fair value on a recurring basis with changes in fair value, whether realized or unrealized, recorded through the consolidated statements of income.

Original Issue Premium and Debt Issuance Costs

The Company amortizes original issuance premium and debt issuance costs using the straight-line method, which approximates the effective interest rate method, over the term of the related debt. These are offset to the balance of the related debt.

Notes to Consolidated Financial Statements

Common Stock

The affairs of the Company are governed by the Articles of Incorporation, dated January 2, 2001 (the "Articles"). The Company is authorized to issue 10,000,000 shares of Common Stock with a stated par value of $0.01 per share. The Board of Directors of the Company, from time to time, may elect to declare and pay dividends to stockholders. The payment of dividends to stockholders has been restricted in accordance with Parent's debt.

Income Taxes

The Company files a consolidated federal income tax return. Deferred income tax assets and liabilities are computed annually for differences between the consolidated financial statements and federal income tax basis of assets and liabilities that will result in taxable or deductible amounts in the future, based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. Deferred income taxes arise from temporary basis differences principally related to the excess of tax depreciation and amortization over depreciation and amortization (including goodwill) for consolidated financial statement purposes. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. Income tax expense is the tax payable or refundable for the year plus or minus the change during the year in deferred tax assets and liabilities.

Advertising Expenses

The costs of advertising and product promotion, which are expensed as incurred, were approximately $2,316,000 and $2,199,000 in 2025 and 2024, respectively.

Subsequent Events

In preparing these consolidated financial statements, management has evaluated, for potential recognition or disclosure, significant events or transactions that occurred during the period subsequent to the most recent consolidated balance sheet presented herein, through the date these consolidated financial statements were available to be issued.

2. ACQUISITIONS

In 2025 and 2024, the Company acquired certain assets and liabilities of eight (six in 2024) companies in separate transactions accounted for as business combinations. All acquisitions were made to strengthen the Company's position in the various markets serviced. The acquisitions were accounted for using the acquisition method of accounting and therefore, the financial position and results of these entities prior to the date of the acquisition were not included in the Company's consolidated financial statements. Accordingly, the purchase prices were allocated to the assets acquired and the liabilities assumed based upon their fair values at the dates of acquisition.

Notes to Consolidated Financial Statements

The following assets and liabilities were recognized in the acquisitions (at fair value) during:

	2025	2024
Property and equipment	$ 15,560,471	25,149,449
Goodwill	7,500,518	14,265,223
Other intangible assets	18,333,210	-
Other current assets	1,518,021	3,469,027
Accrued capping, closure, and post-closure costs	-	(127,000)
Deferred revenue	(946,644)	(1,755,250)
Purchase price	**$ 41,965,576**	**$ 41,001,449**

The fair values recorded are Level 3 inputs, which have been determined by management based on various market and income analyses and recent asset appraisals.

Consideration exchanged for the acquisitions consisted of the following:

	2025	2024
Cash	$ 39,588,757	$ 34,052,890
Contingent consideration	2,376,819	6,948,559
Total fair value of consideration	**$ 41,965,576**	**$ 41,001,449**

Contingent consideration is recorded within accrued liabilities on the Company's consolidated balance sheets. The Company recognizes expenses in conjunction with certain metrics or milestones as noted in the purchase agreements. If the metrics or milestones are not met, the Company adjusts the purchase price allocation if within the remeasurement period, otherwise, recognizes income in the corresponding amount.

3. INVESTMENTS AND FAIR VALUE MEASUREMENTS

The Company utilizes fair value measurements to record fair value adjustments to certain assets and liabilities and to determine fair value disclosures. Additionally, from time to time, the Company may be required to record at fair value other assets on a nonrecurring basis, such as goodwill, landfill retirement obligations, and other long-lived assets. These nonrecurring fair value adjustments typically involve the application of estimated fair value accounting or write downs of individual assets.

Notes to Consolidated Financial Statements

The following is a description of the valuation methodology and key inputs used to measure financial assets recorded at fair value. The description includes an indication of the level of the fair value hierarchy in which the assets are classified.

Marketable debt securities: Marketable debt securities are recorded at fair value on a recurring basis. Fair value measurement is based upon quoted prices, if available. Level 1 securities include those traded on an active exchange that are traded by dealers or brokers in active over-the-counter markets. Marketable debt securities are classified as Level 1 as of December 31, 2025 and 2024.

The preceding method described may produce fair value calculations that may not be indicative of net realizable values or reflective of future fair values. Furthermore, although the Company believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The Company determines the appropriate classification of its marketable securities at the time of purchase and reevaluates such determinations at each consolidated balance sheet date. Marketable securities are classified as trading securities, which are held in anticipation of short-term fluctuations in market prices to fund certain landfill closure obligations.

Investments consist of the following at December 31:

	2025	2024
Cost	$ 2,000,000	$ 1,500,000
Cumulative net unrealized gains	129,404	57,190
Total marketable securities	**$ 2,129,404**	**$ 1,557,190**

The Company did not realize any gains or losses during 2025 and 2024.

4. ACCRUED LIABILITIES

Accrued liabilities are as follows at December 31:

	2025	2024
Accrued liabilities		
Acquisition related earnouts	$ 6,635,691	$ 5,750,000
Salaries and wages	2,502,978	2,048,286
Disposal costs	7,540,675	7,416,873
Franchise taxes	2,282,024	1,924,611
Other	15,622,483	12,900,797
Total	**$ 34,583,851**	**$ 30,040,567**

Other accruals primarily consist of invoices received after the accounts payable cutoff for year end and accruals for property and equipment repairs and maintenance work performed, property taxes, sales taxes, and other miscellaneous accruals.

5. BORROWED DEBT

Line of Credit Held by Parent

The Parent has a Senior Secured Asset-Based Credit Facility under a Credit Agreement, as amended, with a syndicate of lenders that includes a revolving line of credit (the "Line") of $260,000,000, which was increased to $290,000,000 in January 2025. The Line matures on January 21, 2030. The Parent records all amounts due on the Line within its consolidated financial statements, which totaled $33,460,152 as of December 31, 2025. Interest is allocated to the Company by the Parent based on the Parent's net investment in the Company. The Line contains various covenants, which include financial covenants and certain limits on permitted Industrial Revenue Bonds ("IRB") indebtedness, mergers and acquisitions, and the total amount of stock repurchases allowed, all of which management believes the Company was in compliance with at December 31, 2025.

The Line is collateralized by substantially all assets of the Parent, guaranteed by the Company, and is reduced by all outstanding letters of credit. At December 31, 2025, approximately $215,710,000 was available to be borrowed on the Line.

The summary of Base Rates and margins are as follows at December 31:

Base Rate	Rate 2025	Rate 2024	Margin	Applicable Margin
(a) Federal Funds Rate	3.64%	4.33%	Plus 0.50%	Plus 1.25%
(b) SOFR	3.87%	4.49%	Plus 1.00%	Plus 1.25%
(c) Prime Rate	6.75%	7.50%	n/a	Plus 1.25%

The Line is subject to a quarterly unused line fee based on average borrowings on the Line compared to the amount available to be borrowed, as well as a quarterly letter of credit fee based on the amount of outstanding letters of credit, at the applicable margin for Secured Overnight Financing Rate ("SOFR").

Interest on outstanding borrowings is payable based on the following interest rate options: (i) Base Rate plus an applicable margin for Base Rate Loans, as defined by the leverage ratio; or (ii) SOFR plus an applicable margin for SOFR Loans as defined by the leverage ratio. The Base Rate is the greater of (a) the Federal Funds Rate plus 0.50%; (b) SOFR plus 1.00%; or (c) the Prime Rate plus an applicable margin as defined by the leverage ratio. SOFR is as published by the ICE Benchmark Administration Limited for the respective interest period, as defined. SOFR borrowings must be held for at least one month. The Applicable Margin for Base Rate Loans ranges from 0.50% to 1.00%, adjusted quarterly.

For the years ended December 31, 2025 and 2024, the majority of interest expense included within the consolidated statements of income relates to the allocation of interest by the Parent.

Notes to Consolidated Financial Statements

Long-term Debt

Long-term debt consists of the following obligations at December 31:

	2025	2024
Installment notes payable to finance companies; interest ranging from 6.09% to 11.77%; monthly principal and interest payments totaling $5,311,736 are due through June 2030; collateralized by certain equipment.	$ 155,006,615	$ 84,764,407
Less current portion	51,565,943	31,423,116
Long-term debt, less current portion	**$ 103,440,672**	**$ 53,341,291**

Scheduled annual principal maturities for each of the five years succeeding December 31, 2025, are summarized as follows:

Year	Amount
2026	$ 51,565,943
2027	44,663,562
2028	32,314,395
2029	23,600,152
2030	2,862,563
Total	**$ 155,006,615**

Tax-Exempt Bonds held by the Parent

The Parent borrows funds from governmental entities through the issuance of tax-exempt IRBs. Proceeds from the IRBs were used to finance or refinance certain costs relating to solid waste collection, organics and transfer, recycling and hauling facilities of the Company and to pay certain costs of issuance. The IRBs are secured by revenues of the Parent, and are guaranteed jointly and severally, fully, and unconditionally by certain of the Parent's wholly-owned subsidiaries. The IRBs are callable and remarketable subject to certain provisions in the borrowing agreements.

Notes to Consolidated Financial Statements

The tax-exempt IRBs are borrowed from the following governmental entities:

State	Governmental Entity
Florida (FL)	Florida Development Finance Corporation
Louisiana (LA)	Louisiana Public Facilities Authority
Mississippi (MS)	Mississippi Business Finance Corporation

The Solid Waste Disposal Revenue Bonds have the following terms:

State and Principal		Premium (Discount)	Interest Rate	Interest Only Payments	Commencement Date	Maturity Date
MS	$ 17,500,000	$ -	5.000%	Feb 1 & Aug 1	Aug 1, 2017	Feb 1, 2036
FL	32,500,000	-	5.250%	Feb 1 & Aug 1	Aug 1, 2017	Aug 1, 2029
FL	46,515,000	3,484,904	5.000%	May 1 & Nov 1	May 23, 2019	May 1, 2029
FL	105,175,000	4,821,222	3.000%	Jun 1 & Dec 1	Jun 8, 2022	Jun 1, 2032
FL	120,000,000	-	6.125%	Jan 1 & Jul 1	Jan 1, 2023	Jul 1, 2032
LA	25,000,000	-	6.500%	Apr 1 & Oct 1	Apr 1, 2024	Oct 1, 2053
LA	40,000,000	(257,500)	6.750%	Apr 1 & Oct 1	Apr 1, 2024	Oct 1, 2053
MS	50,000,000	-	4.375%	May 1 & Nov 1	Nov 13, 2025	Dec 1, 2048
FL	75,000,000	-	4.450%	Jan 1 & Jul 1	Nov 13, 2025	Jul 1, 2037
LA	75,000,000	-	4.375%	Feb 1 & Aug 1	Nov 13, 2025	May 1, 2053

6. ACCRUED CAPPING, CLOSURE, AND POST-CLOSURE COSTS

Changes in liabilities for accrued capping, closure, and post-closure costs are as follows for the years ended December 31:

	2025	2024
Balance, beginning of year	$ 5,931,055	$ 5,251,196
Accretion expense	927,643	780,766
Increase in obligations related to acquired landfill and expanded cells	-	1,949,178
Landfill costs incurred	(2,025,191)	(2,050,085)
Balance, end of year	**$ 4,833,507**	**$ 5,931,055**

Had the Company not inflated or discounted any portion of these estimated liabilities, the total amounts recorded at December 31, 2025 and 2024, would have been approximately $15,788,000 and $14,632,000, respectively.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

7. LEASES

The Company leases certain offices and equipment under short-term and noncancelable operating lease agreements with unrelated third parties expiring through November 2033. The Company is also obligated under facility lease agreements with certain related parties expiring through December 2036. The related parties included certain members of management and owners of the Company, and their business entities.

The following table summarizes the composition of net lease cost during the years ended December 31:

	Related		Unrelated	
	2025	2024	2025	2024
Operating lease cost	$ 3,597,541	$ 3,519,042	$ 1,611,569	$ 469,021
Short-term lease cost	-	-	1,245,984	1,032,143
Short-term equipment lease cost	-	-	771,567	3,221,529
Total lease cost	**$ 3,597,541**	**$ 3,519,042**	**$ 3,629,120**	**$ 4,722,693**

As of December 31, 2025, leasehold improvements with an unamortized balance in relation to related party lease arrangements are immaterial.

The following table summarizes other information related to the Company's leases during the years ended December 31:

	2025	2024
Cash paid for amounts included in the measurement of lease obligations		
Operating cash flows	$ 6,628,516	$ 5,313,802
Right-of-use assets obtained in exchange for new operating lease obligations	$ 9,314,940	$ 3,167,436
Weighted-average remaining lease term (in years)	6.97	7.93
Weighted-average discount rate	2.98%	2.60%

Notes to Consolidated Financial Statements

The following table presents a maturity analysis summary of the Company's operating lease obligations recorded on the consolidated balance sheet as of December 31, 2025:

Year	Related	Unrelated
2026	$ 4,076,076	$ 2,893,952
2027	3,671,261	2,736,333
2028	3,586,291	2,122,068
2029	3,727,439	1,967,917
2030	3,480,281	1,784,098
Thereafter	9,645,926	2,712,643
Total lease payments	28,187,274	14,217,011
Less discount to present value	2,767,113	1,497,004
Total lease obligations	25,420,161	12,720,007
Less current portion	3,473,935	2,467,386
Long-term lease obligations	**$ 21,946,226**	**$ 10,252,621**

8. INCOME TAXES

The income tax expense consists of the following for the years ended December 31:

	2025	2024
Current tax expense	$ 3,194,489	$ 10,528,044
Deferred tax expense (benefit)	4,398,726	(1,057,209)
Total	**$ 7,593,215**	**$ 9,470,835**

Notes to Consolidated Financial Statements

A reconciliation of the income tax expense and the amount computed by applying statutory federal and state tax rates to income before tax expense is as follows for the years ended December 31:

	2025	2024
Income tax (benefit) expense at statutory rate	$ 7,306,291	$ 9,613,329
Effect of nondeductible expenses	69,386	59,675
Effect of adjustment of prior year estimates and state taxes	217,538	(202,169)
Income tax expense	**$ 7,593,215**	**$ 9,470,835**

For 2025 and 2024, the tax expense differs from the expense that would result from applying statutory rates to income before income tax expense primarily due to changes in depreciation estimates for tax purposes and certain expenses not being deductible for income tax purposes.

Deferred tax amounts included in the consolidated balance sheets consist of the following at December 31:

	2025	2024
Deferred tax assets	$ 14,605,464	$ 2,707,102
Deferred tax liabilities	(79,442,981)	(63,145,893)
Total	**$ (64,837,517)**	**$ (60,438,791)**

At December 31, 2025 and 2024, deferred tax assets are primarily related to net operating losses, certain expenses and costs which are not deductible for tax purposes until paid, including the allowance for credit losses. Deferred tax liabilities primarily relate to the excess of tax depreciation and amortization over depreciation and amortization (including goodwill) for consolidated financial statements purposes.

Management has analyzed the Company's income tax positions for 2022 through 2025, the years which remain subject to examination by major tax jurisdictions as of December 31, 2025, and concluded that there are no significant uncertain tax positions requiring recognition in the Company's consolidated financial statements. The Company does not expect the total amount of unrecognized tax benefits ("UTB") (e.g., tax deductions, exclusions, or credits claimed or expected to be claimed) to significantly increase in the next 12 months. The Company does not have any amounts accrued for interest and penalties related to UTBs at December 31, 2025 and 2024, and it is not aware of any claims for such amounts by federal or state income tax authorities.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

9. RETIREMENT PLANS

The Parent sponsors a 401(k) plan (the "Plan") covering substantially all full-time employees meeting certain minimum age and length of service requirements. Employee contributions are voluntary and employer matching contributions are based on 50% of employee contributions up to 4% of compensation. In 2025 and 2024, the Company contributed approximately $2,338,000 and $2,119,000, respectively, to the Plan.

10. RELATED PARTY TRANSACTIONS

The Company receives substantially all capital funding from the Parent. In addition, the Parent performs certain administrative functions for the Company and allocates the related costs to the various entities owned by the Parent. Accordingly, the financial condition of the Company at December 31, 2025 and 2024, and results of its operations for the years then ended may be significantly different if the Company had operated as an unaffiliated company.

At December 31, 2025, the amounts due to the Parent included in the consolidated balance sheet primarily represent amounts owed to the Parent for funds used in operations. At December 31, 2024, the amounts due from the Parent included in the consolidated balance sheet primarily represent advances utilized to fund operations of the Parent. For 2025 and 2024, the allocation of administrative expenses from the Parent approximated $13,079,000 and $12,015,000, respectively, which is included in operating and general and administrative expenses in the consolidated statements of income.

11. COMMITMENTS AND CONTINGENCIES

Insurance

The Company participates in the Parent's workers compensation and auto insurance coverage, which is provided under partially self-insured policies from independent third parties. The Company receives an allocation of expense from the Parent based on the claims and premium incurred, which is included in operating expenses. Management believes the total amount allocated during 2025 and 2024, of approximately $31,990,000 and $32,927,000, respectively, is adequate to provide for the final disposition of such claims. The Company has individual stop loss policies. There are no aggregate stop loss policies.

Health Insurance

The Company participates in the Parent's health insurance policy, which is provided under a partially self-funded employee welfare benefit plan managed by an independent third party. The Company receives an allocation of expense from the Parent based on the claims and premiums incurred, which is included in operating expenses. Management believes the amount allocated during 2025 and 2024, of approximately $14,705,000 and $11,846,000, respectively, is adequate to provide for the final disposition of such claims. The Company has an individual stop loss policy. There is no aggregate stop loss policy.

Notes to Consolidated Financial Statements

Purchase Commitments

As of December 31, 2025, the Company has made commitments to purchase vehicles and equipment totaling approximately $23,920,000.

12. LEGAL

The Company is currently involved in a contract dispute lawsuit with a former municipal customer. The municipality has filed suit against the Company for significant liquidated damages, which the Company is vigorously defending against. The Company has also filed suit against the municipality for recovery of damages previously assessed through withholding of payments. At this time, the potential exposure cannot be reasonably determined.

The Company is involved in various other lawsuits in the normal course of business. As of December 31, 2025, management cannot predict the outcome of the lawsuits or estimate the amount of any loss that may result. Accordingly, no provision for any contingent liabilities that may result has been made in the consolidated financial statements. Management assesses its potential liability relating to litigation based on information available. Management believes that losses resulting from these matters, if any, would not have a material effect on the consolidated financial position of the Company.

13. SUPPLEMENTAL CASH FLOWS INFORMATION

Other Cash Flows Information

Cash paid for interest and income taxes amounted to the following for the years ended December 31:

	2025	2024
Cash paid for interest allocated by Parent	$ 47,518,703	$ 31,023,211
Cash paid for income taxes	$ 1,100,000	$ -

The Company files under the apportionment method of its consolidated return in federal and state jurisdictions. Amounts due are paid for by the Parent and are included within net amounts due from (to) parent in the consolidated balance sheets.

■■■■■

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

March 27, 2026

Board of Directors
Waste Pro of Florida, Inc. and Subsidiaries
Longwood, Florida

We have audited the consolidated financial statements of ***Waste Pro of Florida, Inc. and Subsidiaries*** as of and for the years ended December 31, 2025 and 2024, and have issued our report thereon dated March 27, 2026, which expressed an unmodified opinion on those consolidated financial statements. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Schedules of Consolidated Operating Expenses and General and Administrative Expenses for the years ended December 31, 2025 and 2024, which are the responsibility of management, are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information has not been subjected to the auditing procedures applied in our audit of the consolidated financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Rehmann Lohan LLC

SUPPLEMENTARY INFORMATION
FOR THE YEARS ENDED
DECEMBER 31, 2025 AND 2024

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Schedules of Consolidated Operating Expenses

	Year Ended December 31	
	2025	2024
Payroll and payroll taxes	$ 235,716,802	$ 208,768,405
Disposal costs	118,906,455	114,141,971
Vehicle operating costs	56,662,294	53,697,115
Repairs and maintenance	53,291,854	53,340,795
Insurance	51,852,261	50,734,932
Subcontract trucking	13,175,336	15,749,283
Contract labor	9,194,035	11,780,506
Start-up costs	8,374,460	3,090,378
Property and equipment rent	7,286,557	8,051,340
Utilities	2,919,085	2,572,747
Retirement plan contributions	2,061,189	1,867,797
Recycling material	1,856,519	1,443,897
Bond fees	1,286,964	1,118,288
Property damage	1,216,046	1,374,440
Uniforms	1,070,326	900,077
Employee training	775,588	410,686
Corporate allocation	668,084	401,725
Telephone	622,795	542,111
Miscellaneous	535,610	396,760
Travel	525,508	451,376
Municipal fees	396,776	1,141,977
Sanitation supplies	84,257	73,407
Licenses and permits	79,824	97,893
Total	**$ 568,558,625**	**$ 532,147,906**

See independent auditors' report on supplementary information.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

Schedules of Consolidated General and Administrative Expenses

	Year Ended December 31	
	2025	2024
Payroll and payroll taxes	$ 25,128,000	$ 22,307,463
Corporate allocation	12,410,683	11,613,079
Professional fees	4,742,326	4,241,323
Taxes, other than income	2,723,452	2,458,741
Training	2,428,754	2,529,164
Advertising	2,269,963	2,162,240
Bank charges	2,034,636	1,497,593
Insurance	1,909,584	1,035,407
Travel	1,848,722	1,455,185
Postage	1,178,409	1,050,047
Telephone	1,105,238	946,836
Provision for credit losses	1,033,762	1,631,089
Office supplies	746,056	748,223
Collections	547,642	150,705
Rent	514,932	511,995
Computer expense	416,460	315,905
Retirement plan contributions	277,044	251,089
Dues and subscriptions	258,006	244,058
Miscellaneous	224,183	485,772
Repairs and maintenance	217,772	517,215
Vehicle	161,810	466,425
Contract labor	155,964	335,453
Total	**$ 62,333,398**	**$ 56,955,007**

See independent auditors' report on supplementary information.

Disclosures

Waste Pro of Florida, Inc. D/B/A Trash Taxi of Florida does not have any pending litigation, bankruptcy proceedings, or regulatory enforcement actions.

References

Provide at least three (3) references for which your company has provided services, including contact names, addresses, telephone numbers, and e-mail addresses. References may or may not be contacted during the bid process.

We are pleased to provide reference information for four references that call for similar services to those requested in the IFB. Below, find information for the City of Frostproof, City of Winter Park, Orange Lake Resort, and Windsor Cay Resort. We are happy to provide additional references for customers or contracts in Florida and across our footprint upon request.

City of Frostproof, Florida	
Contact Name	Nicole McDowell, City Manager
Address	111 W 1st St. Frostproof, FL 33843
Telephone Number	308-520-8875
Email Address	nmcdowell@cityoffrostproof.com

City of Winter Park, Florida	
Contact Name	Michelle del Valle, Assistant City Manager
Address	401 S. Park Avenue, Winter Park, Florida 32789
Telephone Number	407-599-3236
Email Address	mdelvalle@cityofwinterpark.org

Orange Lake Resort	
Contact Name	Mrs. Jeeb Wilson
Address	8505 W Irlo Bronson Memorial Hwy Kissimmee, FL 34747
Telephone Number	352-978-3052
Email Address	jwilson2@holidayinnclub.com

Windsor Cay Resort	
Contact Name	Mr. Albert Sanchez

Address	1411 Emerald Row Way Clermont, FL 34714
Telephone Number	305-905-2754
Email Address	albert.sanchez@castlegroup.com

Florida Operations

The map below shows our Florida operations.

TAB 2

RESPONSIVENESS TO IFB

Responsiveness to IFB

Bidders shall provide a narrative statement that illustrates their understanding of the requirements of and/or for this IFB 26-02.

We will service the Town of Dundee from our Trash Taxi division conveniently located in the heart of Dundee. Trash Taxi operates from two locations in the Town – **our administrative office at 201 E Main Street, right across the street from the Town of Dundee's Town Hall, and our hauling yard located at 206 Bay Street.** This fully staffed and fully equipped facility is prepared to facilitate operations, customer service, and vehicle and container management for our commercial collections throughout the Town of Dundee.

Collection Vehicles

Below is a list of collection vehicles that we will mobilize for the Town of Dundee commercial solid waste collection to ensure safe, efficient, and environmentally conscious collection services.

Equipment Type	Frontline Trucks	Spare Trucks
Front Load Truck	1	1
Roll-Off Truck	1	1

In addition to our frontline and reserve vehicles, Trash Taxi has a total of 24 collection trucks at our hauling location. Other nearby divisions and facilities, in Davenport, Lake County, and Orange County, all have ample trucks and resources to assist if needed. Should the need arise, our Town of Dundee commercial operations team can draw from our local fleet—as well as our resources across Waste Pro's 12-state footprint.

All trucks and containers will be clearly marked with Trash Taxi's company logo and other identification information.

Fleet Maintenance

To maintain our fleet and minimize the environmental impact of our collection vehicles on the Town of Dundee roads, we will adhere to our rigorous preventive maintenance schedule based on vehicle utilization by hours and days. We utilize fleet maintenance software to manage this schedule efficiently, which results in benefits that directly impact our operations and costs—savings that we are able to pass on to our customers:

- Reduced vehicle downtime
- Lower spare parts inventories
- Extended equipment life
- Increased mechanic productivity

Beyond their safe and efficient operation, we want communities to welcome our trucks to their streets. This means that we take pride in our appearance and in controlling the unpleasant odors that accompany solid waste collection.

Our preventive maintenance schedule is available upon request.

Collection Containers

We keep approximately 20 front load containers on site at our Dundee location as a reserve inventory for quick and efficient deployment for repairs or replacements. We keep two to three of each size front load on hand at all times; when inventory drops below this number, additional containers are brought in to ensure there is always a local stock upon which to draw.

We own all containers that we deploy for commercial customers and manage repairs internally at our container refurbishment facility. Container inspections occur daily with as-needed replacement completed quickly and efficiently.

Personnel

Our employees live and work alongside our customers, and we are proud to be part of the fabric of the communities we serve. All personnel will be in clean, labeled uniforms, and all collection drivers will hold a CDL. The chart below details the Dundee-based staff who will provide collections for commercial customers in the Town of Dundee.

Position	Personnel
Division Manager	1
Operations Manager	1
Office Manager	1
Drivers	1
Customer Service Representatives	2
Maintenance Technicians	2

Whether it's for vehicle, containers, or personnel, we have ample resources available in Polk County and across Central Florida if the need arises.

- ***Vehicles:*** **We have spare front load and roll off trucks available at our Trash Taxi division if repair or maintenance issues occur. Beyond our Trash Taxi location, nearby divisions have available trucks we can pull from including our Davenport facility with six commercial trucks, our Lake County division with six commercial trucks, and our Orange County with 42 commercial trucks.**
- ***Personnel:*** **We have ample spare drivers available in case of a driver's absence at our Trash Taxi division.**
- ***Containers:*** **We keep an inventory of containers on site should a repair or swap out be required. Additional containers can be called in from nearby facilities should our inventory drop.**

Commercial Collection Program

Commercial Garbage Collection

Our team will work with each commercial customer to ensure they have the correct container size for their needs. Because we understand that business operations are fluid, we remain in continuous communication with commercial customers to assess their solid waste needs. This proactive communication limits the need to provide cleanup for overfilled containers, which ultimately saves commercial customers money and maintains the cleanliness of the Town's streets.

Through frequent and open communication, we ensure our customers have the right level of service for their needs, whether that is container size or collection frequency.

Due to this approach, Waste Pro will not charge any customers any overage fees.

Government Services

Waste Pro is prepared to offer collection services to the Town's facilities at no cost as outlined in the IFB and included in the table below.

Facility/Location	Size	Time/Frequency
Community Center 603 Lake Maire Drive	6 yd	1x per week
Splash/ Pad Park 501 4th street South	2 yd	1x per week
Dundee WWTP 0 Welsh road	4 yd	1x per week
Hickory Walk WTP 1501 Stewart Road	4 yd	1x per week
Fire Department 105 Center Street	6 yd	1x per week

Routing Plan for Town of Dundee Collections

We will employ a Dundee-specific routing strategy based on the Town's traffic patterns, service density, and collection needs.

With our operations located in the heart of Dundee, our drivers know the Town of Dundee — its unique service needs, traffic patterns, and roads — firsthand. Our drivers will bring that expertise to our Town of Dundee operations.

Service Line	Container	Collection Vehicle	Days of Operation
Commercial Garbage	2, 4, 6, 8-yard front load dumpsters and compactors	Front End Loader (FEL)	5

Post-Collection Handling of Materials

Post-collection, materials will be transported carefully to ensure that nothing falls or blows from any of our trucks. Our 3rd Eye camera system gives drivers an awareness of their surroundings, and they are trained to take immediate action if material is not properly secured.

All collected materials in the Town will be taken to the following locations for disposal:

- ✓ **Solid Waste:** Polk County Landfill in Winter Haven, Florida
- ✓ **Recycling (if any businesses opt for recycling):** Florida Recycling in DeLand, Florida

Optimizing Program Efficiency Through Technology

We utilize a full suite of operations, business management, and customer experience technologies designed to do the following:

- Store account and billing information and produce required reporting
- Optimize routing
- Provide drivers with turn-by-turn navigation
- Enable real-time service verification and photo and video documentation of service events
- Facilitate efficient communication between drivers, dispatch and division leadership, and customers
- Ensure safe operation of all collection vehicles
- Monitor maintenance timelines and detect emergent vehicle needs

We are happy to provide the Town with further detail about these technology solutions upon request.

Customer Service Approach

We believe that when a Town of Dundee customer picks up the phone, they should reach a **live, local customer service team**—not a recording or someone located hundreds of miles away.

Our Dundee based staff includes two customer service representatives who are trained in the specifics of the Town's contract and know the Town's roads. When Town of Dundee customers call our Trash Taxi number, they'll reach a live, local person. Our Trash Taxi team will ensure that any requests are responded to promptly and no later than 24 hours after receipt.

The first step to effective customer service is operations. We check and double-check our work to eliminate complaints before they happen. The operations piece of our customer service protocol includes training, route planning, and boots-on-the-ground supervision:

Employees are educated on the specific needs, rules, and regulations of the Town of Dundee contract.

All employees undergo comprehensive training focused on company policies and procedures.

Employees are taught the *Waste Pro Way*, which includes professional conduct and customer service.

New drivers and helpers run supervised routes for several weeks before they begin to work independently.

Routes are set up so that the teams/routes can assist one another, if unexpected service delays occur.

Supervisors communicate with drivers and spot check routes to ensure service is running on time and up to our high standards.

We know that even with the best laid plans and most dedicated team members, sometimes issues or customer questions do arise. This drives the second part of our customer service philosophy: All customer issues are resolved in a timely and prompt manner.

Waste Pro will provide customer service to the businesses of Dundee through **Customer Service Representatives (CSRs)** specifically trained on the Town's contract and **technologies that ensure efficient, customer-focused workflows.** Because our CSRs are hired locally, when customers call our local divisions, they reach staff who have firsthand knowledge of local roads and neighborhoods and the kinds of local events or conditions that may impact collections.

Timeline

The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

Waste Pro not only understands the importance of seamless service transitions and startups—we are the industry Pros. **We have started 300 municipal contracts and executed more than 100 successful transitions over the past 25 years,** and we have this process down to a science.

We will work diligently with the Town to plan the implementation of commercial collection services. **To do things the Waste Pro Way is to do them right, with a commitment to caring and the dependability that customers expect from a local, family-run business.** We take the time to work with our new community partners—no matter how big or small the Town, City, or County—to ensure that we are mapping out safe, reliable, and efficient services that meet unique local needs and challenges.

What follows is a preliminary timeline that illustrates our contract planning and implementation process. We look forward to collaborating with the Town on a more detailed startup timeline.

MAJOR MILESTONE TRANSITION/STARTUP SCHEDULE			WASTE PRO
Town of Dundee Commercial Solid Waste Collection - Contract Begins 10/1/2026			
Upon award = upon Effective Date of Contract	Minimum Start Date	Maximum Completion	Person Responsible
Communication and Documentation			
Provide Dundee with truck orders or verification of vehicle source(s)	already on-site	trucks currently ready for service	Curtis Agius
Provide Transition Report outlining plan to minimize transition issues	one week after award	two weeks after award	Curtis Agius
Begin communication with commercial businesses to establish new service including informational flyers	9/3/2026	9/10/2026	Platt Loftis
Establish and provide commercial routing to Dundee for approval	9/3/2026	9/10/2026	Curtis Agius
Equipment and Facilities			
Secure vehicles	already on-site	trucks currently ready for service	Curtis Agius
Place order/secure source for commercial containers	upon award	one week after award	Curtis Agius
Secure local hauling location, equipment yard and office siting (ready for use)	already established	already established	Curtis Agius
Facility layout appropriate for uses (maintenance, customer sevice, dispatch, safety)	already established	already established	Curtis Agius
Ensure Facility meets all OSHA/DOT compliance	already established	already established	Curtis Agius
Delivery of commercial containers	9/14/2026	9/18/2026	Curtis Agius
Staffing and Training			
Designate Division Manager and Operations Manager	already established	already established	Curtis Agius
Drivers, helpers, and ops personnel hired, trained and in place	already established	already established	Curtis Agius
Office, customer service and accounting staff - trained and in place	already established	already established	Curtis Agius
Maintenance staff hired, trained and in place	already established	already established	Curtis Agius
Routing and Operations			
Confirm all Dundee commercial accounts are established within database	9/10/2026	9/14/2026	Curtis Agius
Establish commercial route maps (available upon request)	9/10/2026	9/14/2026	Curtis Agius
Commercial customer audit by Waste Pro Staff	9/3/2026	9/14/2026	Curtis Agius
Drivers Run Routes - to familiarize themselves with Dundee commercial routes	9/17/2026	9/28/2026	Curtis Agius
Technology			
Develop Waste Pro link for Dundee specific services	9/3/2026	9/7/2026	Curtis Agius
Establish Trac EZ for Dundee website	9/3/2026	9/7/2026	Curtis Agius
Ensure Ready for Service - final checklist completed	9/17/2026	9/21/2026	Curtis Agius

Emergency Response Plan

As a Florida based company, with experience restoring services in the wakes of hurricanes, including recent Hurricanes Milton, Ian, and Irma, Waste Pro has consistently demonstrated its ability to mobilize resources, coordinate with municipal authorities, and restore essential waste services under the most challenging conditions. Below we outline our preparation and immediate response to a severe weather event or emergency and our protocol for resuming regular collection services as quickly, safely, and efficiently as possible. **Waste Pro is happy to provide additional support to the Town if additional equipment is available at the time of the emergency.** We outline our procedures below.

Plan Outline

1. Emergency Contact Team

- **Curtis Agius** – 863-602-1861

2. Pre-Storm/Triggering Events - Thunderstorm, Flooding, High Wind, Tropical Storm, or Hurricane Watch or Warning

1. Coordination with authorities and Town staff prior to the event in 72/48/24/12-hour time periods.
2. Continue operations as normal until designated storm warnings prevent operations. Maintain communication with Town staff to determine hours for safe operation or as designated by the Town.
3. Contact internal and external resources to place personnel and equipment on stand-by to respond if additional resources are needed and available.
4. Coordinate with vendors for additional support during emergencies.

Storm/Tropical Storm Watch/Hurricane Watch or Warning

1. Continue operations as normal until designated storm warnings prevent operations. Maintain communication with Town staff to determine hours for safe operation. Additionally, coordinate alternate routes.
2. Coordination with Town staff will determine if operations will be discontinued due to local wind velocity reaching unsafe conditions or local rainfall reaching flood stage warnings.
3. Run required reports to determine the weekly average over the past six months for tons collected which will be what is considered normal yard waste.

Post Storm

1. Reestablish and maintain contact with designated Town staff.
2. Conditions permitting in coordination with Town staff normal routes will resume.
3. Upon written request and authorization from Town designee to assist with storm cleanup. Coordinate with Town staff level of post storm response desired and notify internal company resources to assess if resources are available and deploy if required.
4. Track/document additional employees (deployed, administrative staff), deployment costs and services as requested by the Contract Manager or City Manager.
5. Provide all backup documentation for reimbursement requests, including invoices and payroll records.
6. In the event Waste Pro is unable to meet all contract requirements, the Town designee will be notified immediately regarding the specific requirements that cannot be met.

Name and Address of Firm

Bidders 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 bid and/or bid submittal.

Please find the requested information in the table below.

Complete Name of Firm:	Waste Pro of Florida, Inc. D/B/A Trash Taxi of Florida
Corporate Address:	2101 W State Road 434 Longwood, FL 32779
Contact Name:	Erik Sankey, Regional Vice President
Mailing Address:	3705 St. Johns Parkway, Sanford, 32771
Email Address:	esankey@wasteprousa.com
Telephone Number:	407-401-6771

Bidder Confirmation and Authorization to Transact Business in Florida

The Bidders shall confirm that the firm will comply with all the provisions in this IFB 26-02 and that the firm is not currently involved in official reorganization or bankruptcy proceedings. The Bidder must be authorized or have the ability to transact business in the State of Florida. Bidders shall be signed by a company officer empowered to bind the company. A Bidder's failure to include these items in their bid submittal may cause their bid to be determined to be non-responsive and the bid submittal may be rejected.

Waste Pro of Florida, Inc. D/B/A Trash Taxi of Florida confirms Waste Pro D/B/A Trash Taxi will comply with all the provisions in IFB 26-02 and that Waste Pro D/B/A Trash Taxi is not currently involved in official reorganization or bankruptcy proceedings. Our bid is signed by Erik Sankey, Regional Vice President, who is empowered to bind the company (please see included Power of Attorney included at the beginning of this proposal). Waste Pro D/B/A Trash Taxi is authorized to transact business in the State of Florida. Please see our Certificate of Good Standing on the following page as well as our Trash Taxi Fictious Name Certification.

State of Florida
Department of State

I certify from the records of this office that WASTE PRO OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on January 5, 2001.

The document number of this corporation is P01000003611.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 9, 2026, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of January, 2026

Secretary of State

Tracking Number: 6264076829CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

State of Florida

Department of State

I certify from the records of this office that WASTE PRO OF FLORIDA, INC. D/B/A TRASH TAXI OF FLORIDA is a Fictitious Name registered with the Department of State on May 26, 2026.

The Registration Number of this Fictitious Name is G26000075338.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

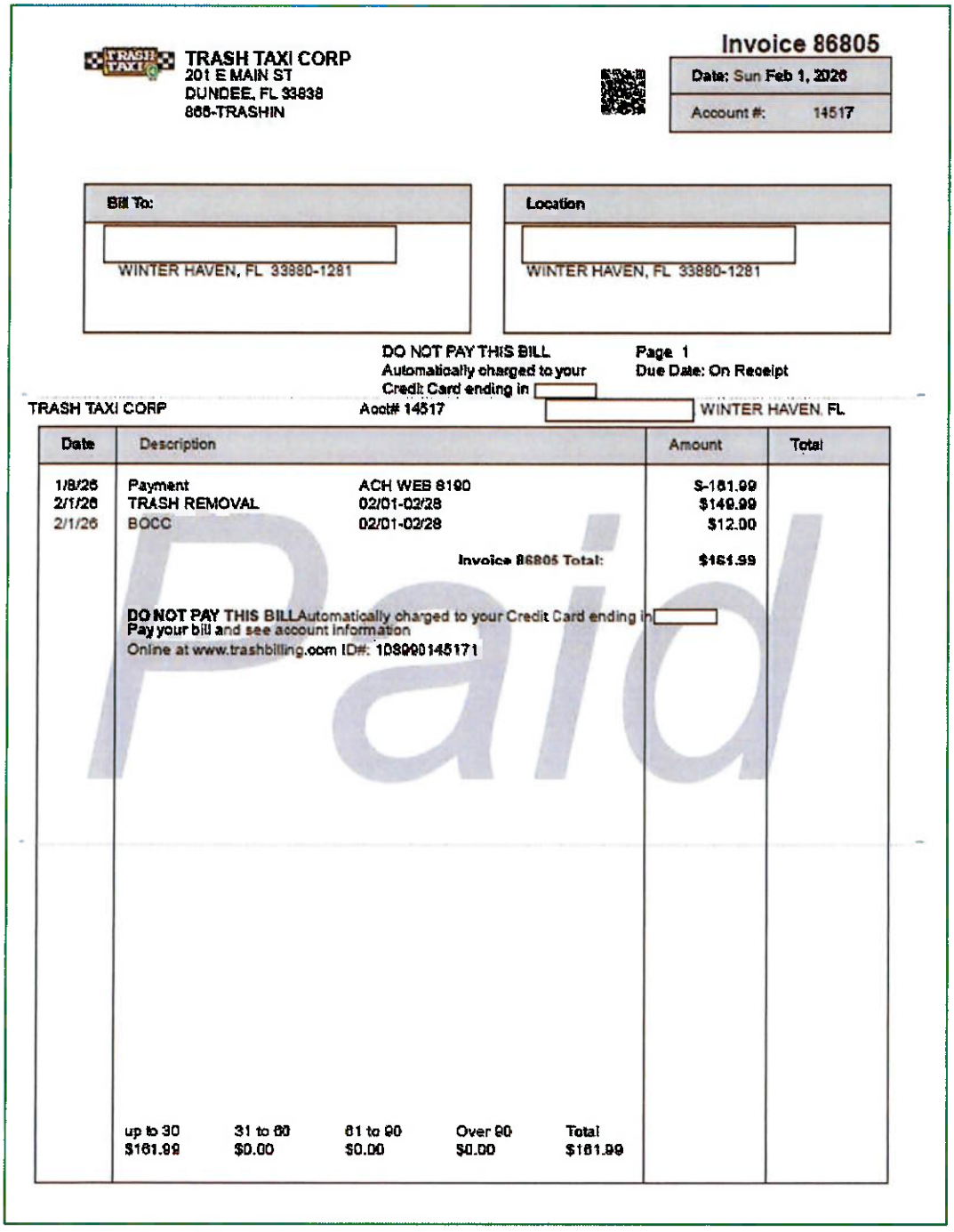
Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Seventh day of May, 2026

Secretary of State

Sample Invoice

Bidders shall provide a sample invoice with their bid.

Please find the requested sample invoice below. Please note that customer information has been redacted for customer privacy.



TRASH TAXI CORP
201 E MAIN ST
DUNDEE, FL 33838
866-TRASHIN

Invoice 86805

Date: Sun Feb 1, 2026
Account #: 14517

Bill To:
[redacted]
WINTER HAVEN, FL 33880-1281

Location
[redacted]
WINTER HAVEN, FL 33880-1281

DO NOT PAY THIS BILL
Automatically charged to your
Credit Card ending in [redacted]

Page 1
Due Date: On Receipt

TRASH TAXI CORP Acct# 14517 [redacted] WINTER HAVEN, FL

Date	Description		Amount	Total
1/8/26	Payment	ACH WEB 8190	$-161.99	
2/1/26	TRASH REMOVAL	02/01-02/28	$149.99	
2/1/26	BOCC	02/01-02/28	$12.00	
		Invoice 86805 Total:	**$161.99**	

Paid

DO NOT PAY THIS BILL Automatically charged to your Credit Card ending in [redacted]
Pay your bill and see account information
Online at www.trashbilling.com ID#: 1D9990145171

up to 30	31 to 60	61 to 90	Over 90	Total
$161.99	$0.00	$0.00	$0.00	$161.99

TAB 3

BID SUBMISSION FORM AND REQUIRED FORMS

Bid Submission Form and Required Forms

On the following pages, Waste Pro provides the following required forms:

- Bid Submission Form
- Affidavit Certification Immigration Laws
- Non-Collusion Affidavit of Bidder
- Certification of Drug-Free Workplace
- Human Trafficking Affidavit

BID SUBMISSION FORM

FY 2025-26 IFB 26-02 SANITATION DEPARTMENT COMMERCIAL SOLID WASTE COLLECTIONS

RETURN DATE: July 22, 2026

RETURN TO: Office of the Town Clerk
Attn: IFB 26-02
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1. Please see attached sheets for pricing.				
2.				
3.				
4.				
5.				
6.				
7				
8.				
			TOTAL ($)	

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: Waste Pro of Florida, Inc. D/B/A Trash Taxi of Florida

Company Address: 202 E Main St.

Company City: Dundee State: FL Zip: 33838

Company Phone Number: 866-698-TAXI (8294) Fax Number: N/A

Authorized Representative: Erik Sankey

Signature: [signature] Date: 7/21/2026

Print Name: Erik Sankey Phone Number: 407-401-6771

Title: Regional Vice 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.

Town of Dundee
Bid 07/22/26

ROLLOFF:	Haul	$/Ton
20YD	$ 275.00	$ 66.00
30YD	$ 275.00	$ 66.00

FRONTLOAD:
Pricing includes 15% FF

	0.5	1	2	3	4	5	6	X-PU
2	$ 38.21	$ 76.41	$ 152.82	$ 229.24	$ 305.65	$ 382.06	$ 458.47	$ 35.29
4	$ 71.32	$ 142.64	$ 285.27	$ 427.91	$ 570.54	$ 713.18	$ 855.81	$ 65.88
6	$ 99.34	$ 198.67	$ 397.34	$ 596.01	$ 794.68	$ 993.35	$ 1,192.02	$ 91.76
8	$ 122.26	$ 244.52	$ 489.04	$ 733.55	$ 978.07	$ 1,222.59	$ 1,467.11	$ 112.94

Lockbar: $ 15.00 per month

Size	Frequency	Sum of Rate w FF	Sum of LB
2 YARD		$ 1,833.84	$ 45.00
	1x	$ 1,375.38	$ 45.00
	2x	$ 458.46	$ -
4 YARD		$ 5,705.55	$ 150.00
	1x	$ 4,136.56	$ 105.00
	2x	$ 1,141.08	$ 45.00
	3x	$ 427.91	$ -
6 YARD		$ 4,271.41	$ 45.00
	EOW	$ 99.34	$ -
	1x	$ 1,589.36	$ 45.00
	2x	$ 794.68	$ -
	3x	$ 1,788.03	$ -
8 YARD		$ 16,382.72	$ 45.00
	1x	$ 3,178.76	$ 30.00
	2x	$ 2,445.20	$ -
	3x	$ 6,601.95	$ 15.00
	5x	$ 1,222.59	$ -
	6x	$ 2,934.22	$ -
	Total	$ 28,193.52	$ 285.00

Combined Total: **$ 28,478.52**

Frontload Pricing Per Yard:	
2 YD	$ 8.82
4 YD	$ 8.24
6 YD	$ 7.65
8 YD	$ 7.06

Waste Pro of Florida, Inc. D/B/A Trash Taxi of Florida acknowledges and has incorporated the required 15% franchise fee as requested in the Addendum. Waste Pro of Florida, Inc. D/B/A Trash Taxi of Florida as proposes an annual rate adjustment mechanism of an automatic CPI increase based on the CPI-U Index Garbage and Trash Collection series ID is CUUR0000SEHG02.

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AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

Company Name Waste Pro of Florida, Inc. D/B/A Trash Taxi of Florida

Signature Erik Sankey Date: 7/17/26

Printed Name Erik Sankey

Title Regional Vice President

PRIVATE PROVIDER FIRM N/A

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Seminole

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20 DAY OF July, 20 26

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

TYPE OF ID PRODUCED _____

SIGN: Brandy H Bramer

PRINT: Brandy H Bramer

BRANDY H. BRAMER
Commission # HH 482308
Expires April 13, 2028

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I Erik Sankey **("Affiant"), being first duly sworn, deposes and says that:**

(1) Affiant is Regional VP (insert job title) of Waste Pro of Fl, Inc. D/B/A Trash Taxi of Florida (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 Seminole

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20 DAY OF July, 20 26

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

TYPE OF ID PRODUCED _____

SIGN: Brandy H Bramer

PRINT: Brandy H Bramer

NOTARY PUBLIC STATE OF FLORIDA

BRANDY H. BRAMER
Commission # HH 482308
Expires April 13, 2028

CERTIFICATION OF DRUG-FREE WORKPLACE

I Erik Sankey ("Undersigned"), certify that:

(1) Undersigned is Regional VP (insert job title) and duly authorized to act on behalf of the Vendor Waste Pro of Fl, Inc. D/B/A Trash Taxi of Florida. 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, Waste Pro of Fl, Inc. D/B/A Trash Taxi of Florida _____, acknowledges, understands, and complies fully with the above requirements.

DATE: 7/20/26 NAME OF ENTITY: Waste Pro of Fl, Inc. D/B/A Trash Taxi of Florida

PHONE/FAX: P) 407-401-6771

ADDRESS: 3705 St. Johns Pkwy

Sanford, Fl 32771

SIGNATURE: Erik Sankey

PRINT NAME: Erik Sankey

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]:

Executed this 20th day of July, 2026.

By: Waste Pro of Fl, Inc. D/B/A Trash Taxi of Florida
Name: Erik Sankey
Title: Regional Vice President

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 20 day of July, 2026, by Erik Sankey, as RVP of Waste Pro of FL, ☑ who is personally known to me, or ☐ produced _____ as identification.

Brandy H Bramer
Notary Public Signature
Print Notary Name: Brandy H Bramer
My commission expires: 4/13/2028

[AFFIX NOTARY SEAL]

NOTARY PUBLIC STATE OF FLORIDA
BRANDY H. BRAMER
Commission # HH 482308
Expires April 13, 2028

TAB 4

CERTIFICATE OF INSURANCE, BONDS, AND ADDITIONAL ATTACHMENTS

Certificate of Insurance, Bonds, and Additional Attachments

On the following pages, Waste Pro provides the following required documentation:

- Certificate of Insurance
- Proposal Bond
- W-9
- Polk County Local Business Tax Receipt

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2026

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

PRODUCER	**CONTACT NAME:** Lidia Manzur
MARSH USA LLC. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323	**PHONE (A/C, No, Ext):** 954-838-3422 **FAX (A/C, No):** **E-MAIL ADDRESS:** lidia.manzur@marsh.com
CN105058554--GAWU-25-26	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
INSURED	**INSURER A :** Greenwich Insurance Company — 22322
Waste Pro USA, Inc. 2101 West State Road 434, Suite #305 Longwood, FL 32779	**INSURER B :** XL Insurance America, Inc — 24554 **INSURER C :** N/A — N/A **INSURER D :** XL Specialty Insurance Company — 37885 **INSURER E :** N/A — N/A **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** ATL-006203216-01 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			RGE300257701	11/22/2025	11/22/2026	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	500,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			RAE943788408	11/22/2025	11/22/2026	COMBINED SINGLE LIMIT (Ea accident)	$	4,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD300138008 (AOS)	11/22/2025	11/22/2026	X PER STATUTE OTH-ER		
D	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N/A		RWE943549708 (FL, GA)	11/22/2025	11/22/2026	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

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

Certificate holder is/are included as additional insured where required by written contract with respect to general liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

Town of Dundee
Attn: IFB 26-025
202 East Main Street
PO 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
of Marsh USA LLC

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AGENCY CUSTOMER ID: CN105058554
LOC #: Lauderdale

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Waste Pro USA, Inc. 2101 West State Road 434, Suite #305 Longwood, FL 32779
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The General and Auto Liability policies evidenced above are subject to self-insured retentions for various perils covered.

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., November 22, 2025 forms a part of Policy No. RAE943788408 issued to WASTE PRO USA, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Marsh USA LLC and furnished to AXA XL no less than 45 days prior to the effective date of cancellation.		30

All other terms and conditions of the Policy remain unchanged.

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POLICY NUMBER: RGE3002577-01

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: RGE3002577-01

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 11/22/2025 forms a part of

Policy No. RGE3002577-01 issued to Waste Pro USA, Inc.

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Marsh USA LLC and furnished to AXA XL no less than 45 days prior to the effective date of cancellation		30

All other terms and conditions of the Policy remain unchanged.

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Policy Number: RGE3002577-01

COMMERCIAL GENERAL LIABILITY
CG 24 53 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

© Insurance Services Office, Inc., 2018

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 99 06 57**

(Ed. 12/10)

ENDORSEMENT #

This endorsement, effective 12:01 a.m., **11/22/2025** forms a part of

Policy No. RWD3001380-**08** issued to Waste Pro USA, Inc.

by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Marsh USA, LLC and furnished to AXA XL no less than 45 days prior to the effective date of cancellation.		30

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **11/22/2025** Policy No. RWD3001380-0**8** Endorsement No.

Insured Premium Included

Waste Pro USA, Inc.

Insurance Company Countersigned by_____

XL Insurance America, Inc.

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ENDORSEMENT #017

This endorsement, effective 12:01 a.m., 11/22/2025 forms a part of

Policy No. RWE943549708 issued to Waste Pro USA, Inc.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Marsh USA Inc. and furnished to AXA XL Insurance no less than 45 days prior to the effective date of cancellation.		30 Days

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/22/2025 Policy No. RWD3001380-08 Endorsement No.

Insured Premium Included

Waste Pro USA, Inc.

Insurance Company

XL Insurance America, Inc.

Countersigned by____

WC 00 03 13
(Ed. 4-84)

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Waiver of Our Right to Recover from Others Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Workers Compensation and Employers Liability Policy

In consideration of an additional premium of $Included, it is agreed that we have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce this right against the person or organization named in the Schedule below. This agreement applies as follows:

1. that you perform work under a written contract that requires you to obtain this agreement;
2. that you entered into a written contract prior to the loss; and
3. we agree to also waive our right of recovery but only with respect to such loss."

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

All other policy terms and conditions remain unchanged.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Endorsement Number: 007
Policy Number: RWE943549708

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Issued to: **Waste Pro USA, Inc.**
Effective Date of this Endorsement: **11/22/2025**

XL Specialty Insurance Company

Countersigned by_____
Authorized Representative

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Nationwide Mutual Insurance Company

Home Office: Columbus, Ohio
Surety Administrative Office:
1100 Locust Street – Dept. 2006
Des Moines, IA 50391-2006

BID BOND

Nationwide Mutual Insurance Company vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition.

CONTRACTOR: (*Name, legal status and address*)
Trash Taxi
201 East Main Street
Dundee, FL 33838

SURETY: (*Name, legal status and principal place of business*)
Nationwide Mutual Insurance Company
1100 Locust Street – Dept. 2006
Des Moines, IA 50391-2006

OWNER: (*Name, legal status and address*)
The Town of Dundee, Florida
202 East Main Street
Dundee, FL 33838

BOND AMOUNT: Five Percent of Amount Bid 5%

PROJECT: (*Name, location or address, and Project number, if any*) IFB Number: 26-02
IFB FY 2025-26 Sanitation Department Commercial Solid Waste Collections

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 16th day of July, 2026.

Matt Carter
(Witness to Principal)

Trash Taxi
By:
(Principal's Signature) (Seal)

Bond Administrator
(Title)

Kyle Williams
(Witness to Surety) Kyle Williams

Nationwide Mutual Insurance Company
(Surety) (Seal)

By:
Lisa A. Pless

SEAL
SURETY USE ONLY

SNP-T-7 (12-13)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Lisa A. Pless

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of UNLIMITED

Surety Bond Number: Bid Bond
Principal: Trash Taxi
Obligee: The Town of Dundee, Florida

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority, provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto, provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 16th day of July, 2026.

Assistant Secretary

BDJ 1(10-25)00

NATIONWIDE MUTUAL INSURANCE COMPANY AND SUBSIDIARIES AND AFFILIATES

Consolidated Statutory Statements of Admitted Assets, Liabilities and Surplus

(in millions)	December 31, 2025	2024
Admitted assets		
Invested assets		
Bonds	$ 21,214	$ 20,744
Stocks	12,002	11,138
Mortgage loans, net of allowance	1,624	1,771
Owner occupied real estate, at cost (less accumulated depreciation of $331 and $350 as of December 31, 2025 and 2024, respectively)	254	263
Cash, cash equivalents and short-term investments	494	134
Other invested assets	7,112	6,889
Total invested assets	$ 42,700	$ 40,939
Premiums in course of collection	4,081	4,069
Corporate-owned life insurance	1,756	1,655
Deferred federal income tax asset	1,235	1,690
Other assets	1,634	1,639
Total admitted assets	$ 51,406	$ 49,992
Liabilities and surplus		
Liabilities		
Losses and loss expense reserves	$ 15,705	$ 16,890
Unearned premiums	7,622	7,792
Accrued expenses and taxes, other than federal income taxes	773	657
Agents' security compensation plan reserve	586	634
Other liabilities	3,199	3,084
Total liabilities	$ 27,885	$ 29,060
Surplus		
Surplus notes, net of unamortized issue discount of $7 as of December 31, 2025 and 2024	$ 3,148	$ 3,147
Unassigned surplus	20,373	17,785
Total surplus	$ 23,521	$ 20,932
Total liabilities and surplus	$ 51,406	$ 49,992

Certification

I, Jamie Train, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2025 and 2024 to the best of my knowledge and belief.

Jamie Train

Jamie Train

Lauren Garverick
Notary Public, State of Ohio
Commission #: 2025-RE-891568
My Commission Expires 06-16-30

STATE OF OHIO
COUNTY OF FRANKLIN

Sworn to (or affirmed) and subscribed before me this 11th day of March, 2026, by Jamie Train

Lauren Garverick
Notary Public's Signature

Lauren Garverick
Notary Name

Personally Known X OR
Type of Identification Produced

Nationwide

Nationwide Mutual Insurance Company

1100 Locust St, Dept. 2006
Des Moines, Iowa 50391-2006
Attn: Surety Claims Manager
Tel. 866-387-0457

Surety Claim Notification

Claim notices should be sent to the attention of the Surety Claims Manager via e-mail to bondclms@nationwide.com or via mail to the address above.

All other notices should be sent to the attention of the Surety Underwriting Department via e-email to bondcomm@nationwide.com or via mail to the address above.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

WASTE PRO OF FLORIDA, INC.

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

D/B/A TRASH TAXI

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

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

201 E MAIN ST

6 City, state, and ZIP code

DUNDEE, FL 33838

Requester's name and address (optional)

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

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

Social security number

			–			–				

or

Employer identification number

5	9	–	3	7	0	1	7	8	5

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here | **Signature of U.S. person** [signature] **Date** 4/1/2026

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 249398 **CLASS: A** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
CURTIS E AGIUS	201 MAIN ST E DUNDEE

BUSINESS NAME AND MAILING ADDRESS

TRASH TAXI CORP
TRASH TAXI CORP
201 MAIN ST E
DUNDEE, FL 33838

CODE	ACTIVITY TYPE
560000	LTD SUPPORT SERVICE

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3556123 10/02/2025 OPY **OLP 44.65** **TRASH TAXI CORP**

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Erica Anderson, Town Clerk
Town of Dundee
202 East Main Street
Dundee, FL 33838

July 22, 2026

Re: Letter of Interest

Dear Ms. Anderson,

On behalf of Republic Services of Florida, Limited Partnership, I would like to express our sincere appreciation for the opportunity to submit our proposal in response to the "Request for Proposals for Commercial Solid Waste Collection and Services" in the Town of Dundee. We have thoroughly reviewed the requirements outlined in Solicitation No. IFB 26-02 including addendums (Customer list and Q & A Document) and agree to the terms and conditions as advertised, except for those mentioned in our Exceptions & Clarifications document attached to this letter.

We are confident that our proposal is both competitive and favorable to the members of the Dundee community. For over 30 years, we have been a proud and integral part of Dundee, and we look forward to the continuation of our great partnership.

Thank you again for the opportunity. As the General Manager for this project, I am personally responsible for all operations within the Central Florida region and am the authorized representative to negotiate and execute a final agreement. Please let us know if any additional information is needed.

Sincerely,

Mary Boyer

Mary Boyer – General Manager
Mboyer@republicservices.com

Exceptions & Clarifications

Our proposal is based on our ability to negotiate a mutually beneficial agreement with considerations for any language in our proposal that may conflict with the advertised specifications. While we are fully capable of meeting the needs of the community within the requirements of the IFB, certain customary and reasonable aspects of the agreement may require further negotiation including, but not limited to the following:

- Insurance Requirements
- Definitions
- Force Majeure

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

. nat we, the undersigned, Republic Services of Florida, Limited Partnership
3820 Maine Avenue, Lakeland, FL 33801
as Principal, and Travelers Casualty and Surety Company of America,
One Tower Square, Hartford, CT 06183 a corporation of the State of CT, as Surety,
are held and firmly bound unto The Town of Dundee, Florida as Obligee,
in the penal sum of Five Percent of Amount Bid (5%),
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 22nd day July, 2026.

The condition of the above obligation is such that whereas the Principal has submitted to the above Obligee, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for
FY 2025-26 SANITATION DEPARTMENT COMMERCIAL SOLID WASTE COLLECTIONS IFB NUMBER: 26-02

NOW, THEREFORE,

(a) If said bid shall be rejected, or in the alternate,

(b) If said bid shall be accepted and the Principal shall execute and deliver a contract properly completed in accordance with said bid, and shall furnish a bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid;

THEN, THIS OBLIGATION SHALL BE VOID, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

PROVIDED HOWEVER, 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.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of time within which the said bid may be accepted; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed the day and year first set forth above.

Signed, sealed and delivered in the presence of:

Republic Services of Florida, Limited Partnership
Principal

By _____
Kathleen M. Mitchell, Attorney-in-Fact — Title

Travelers Casualty and Surety Company of America
Surety

By _____
Laura Kovarik — Attorney-in-

REPUBLIC SERVICES

POWER OF ATTORNEY

REPUBLIC SERVICES, INC., a Delaware corporation having its principal place of business at 5353 East City North Drive, Phoenix, Arizona 85054, hereby makes, constitutes and appoints USI INSURANCE SERVICES, LLC, acting through and by any one of Kathleen M. Mitchell, Scott C. Alderman, Amber Engel, Jamie Armfield, Holly E. Ulfers, Laura Kovarik, Roxana Palacios, or Samantha Gaffney its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars ($5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and/or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public, sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds, bid bonds, performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever USI INSURANCE SERVICES, LLC shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 4th day of June, 26 on behalf of REPUBLIC SERVICES, INC. by its Vice President & Assistant Secretary, Lauren McKeon

REPUBLIC SERVICES, INC.,
a Delaware corporation

Lauren McKeon

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 4th day of June 26 by Julie Jones, Notary Public.

JULIE JONES
Notary Public - Arizona
Maricopa County
Commission # 691825
My Comm. Expires Mar 17, 2030

Notary Public

CERTIFICATE

I, the undersigned, John B. Nickerson, Vice President & Assistant Secretary of Republic Services, Inc., a Delaware corporation, do hereby certify that the foregoing Power of Attorney is true, correct, remains in full force and effect, and has not been revoked.

IN WITNESS WHEREOF, this Certification has been signed this 22nd day of July, 2026 on behalf of REPUBLIC SERVICES, INC. by its Vice President & Assistant Secretary, John B. Nickerson.

John B. Nickerson

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Laura Kovarik** of **SEATTLE**, **Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May, 2026.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May, 2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March, 2031**

NOTARY PUBLIC

_____
Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **July**, **2026**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FLORIDA OFFICE OF
Insurance Regulation

MICHAEL YAWORSKY
COMMISSIONER

066033504 09010 100762 0000

TRAVELERS CASUALTY AND SURETY COMPANY
ONE TOWER SQUARE
HARTFORD, CT 06183

INVOICE NUMBER: OIR 26-017785
PAYMENT CODE: 64139TKBod

INVOICE P & C	RENEWAL CERTIFICATE OF AUTHORITY
BILL DATE:	March 31, 2026
INVOICE AMOUNT:	$1,000.00

DUE DATE: **June 1, 2026**

INSTRUCTIONS:

1. The remittance must be received on or before JUNE 1.
2. Make payment in the amount of $1,000.00 by one of the following methods:
   - Pay securely online at https://irfs.fldfs.com/epayment/invoice by eCheck or credit card. You will need your invoice number and payment code (located at the top of this invoice) to pay online.
   - Mail check, payable to **Florida Department of Financial Services**, with your invoice number noted on the check and a copy of this invoice to:
     Department of Financial Services
     Revenue Processing Section
     Post Office Box 6100
     Tallahassee, Florida 32314-6100

********** AUTHORIZED LINES OF BUSINESS **********

D 010 FIRE D 020 ALLIED LINES D 030 FARMOWNERS MULTI PERIL D 040 HOMEOWNERS MULTI PERIL D 050 COMMERCIAL MULTI PERIL D 080 OCEAN MARINE D 090 INLAND MARINE D 100 FINANCIAL GUARANTY D 110 MEDICAL MALPRACTICE D 120 EARTHQUAKE D 160 WORKERS COMPENSATION D 170 OTHER LIABILITY D 192 PRIVATE PASSENGER AUTO LIABILITY D 194 COMMERCIAL AUTOMOBILE LIABILITY D 211 PPA PHYSICAL DAMAGE D 212 COMMERCIAL AUTO PHYSICAL DAMAGE D 220 AIRCRAFT D 230 FIDELITY D 240 SURETY D 250 GLASS D 260 BURGLARY AND THEFT D 270 BOILER AND MACHINERY D 280 CREDIT D 300 INDUSTRIAL FIRE D 450 ACCIDENT AND HEALTH D 520 INDUSTRIAL EXTENDED COVERAGE D 540 MOBILE HOME MULTI PERIL D 550 MOBILE HOME PHYSICAL DAMAGE D 570 MULTI PERIL CROP

For questions concerning the authorized lines of business reflected on this invoice, please call Property & Casualty Financial Oversight at 850-413-3148.

Lines of Business Type: D=Direct and Reinsurance R=Reinsurance Only

USI Insurance Services
601 Union Street
Suite 1000
Seattle, WA 98101
www.usi.com
Tel: 206 441.6300

LETTER OF INTENT

July 22, 2026

The Town of Dundee, Florida
202 E. Main St.
Dundee, FL 33838

RE: Republic Services of Florida, Limited Partnership
FY 2025-26 SANITATION DEPARTMENT COMMERCIAL SOLID WASTE COLLECTIONS IFB NUMBER: 26-02

To Whom it May Concern:

We are writing to you at the request of Republic Services of Florida, Limited Partnership. This principal has or is about to submit a Bid proposal for FY 2025-26 SANITATION DEPARTMENT COMMERCIAL SOLID WASTE COLLECTIONS IFB NUMBER: 26-02.

If a contract for this work is awarded to Republic Services of Florida, Limited Partnership, Travelers Casualty and Surety Company of America a surety licensed to conduct business in the State of FL, has agreed to act as surety to issue the required Performance and/or Payment Bond should one become a condition of awarding this contract.

Please let us know if you need anything further in this regard.

Sincerely,

Laura Kovarik
Attorney-in-Fact
Travelers Casualty and Surety Company of America

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Laura Kovarik** of **SEATTLE** , **Washington** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May, 2026.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May, 2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March, 2031**

NOTARY PUBLIC

_____
Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **July** , **2026** .

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Bid Bond

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, Republic Services of Florida, Limited Partnership
3820 Maine Avenue, Lakeland, FL 33801
as Principal, and Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183 a corporation of the State of CT, as Surety,
are held and firmly bound unto The Town of Dundee, Florida as Obligee,
in the penal sum of Five Percent of Amount Bid (5%),
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 22nd day July, 2026.

The condition of the above obligation is such that whereas the Principal has submitted to the above Obligee, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for
FY 2025-26 SANITATION DEPARTMENT COMMERCIAL SOLID WASTE COLLECTIONS IFB NUMBER: 26-02

NOW, THEREFORE,

(a) If said bid shall be rejected, or in the alternate,

(b) If said bid shall be accepted and the Principal shall execute and deliver a contract properly completed in accordance with said bid, and shall furnish a bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid;

THEN, THIS OBLIGATION SHALL BE VOID, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

PROVIDED HOWEVER, 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.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of time within which the said bid may be accepted; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed the day and year first set forth above.

Signed, sealed and delivered in the presence of:

Republic Services of Florida, Limited Partnership
Principal

By _____
Kathleen M. Mitchell, Attorney-in-Fact
Title

Travelers Casualty and Surety Company of America
Surety

By _____
Laura Kovarik
Attorney-in-Fact

REPUBLIC SERVICES

POWER OF ATTORNEY

REPUBLIC SERVICES, INC., a Delaware corporation having its principal place of business at 5353 East City North Drive, Phoenix, Arizona 85054, hereby makes, constitutes and appoints USI INSURANCE SERVICES, LLC, acting through and by any one of Kathleen M. Mitchell, Scott C. Alderman, Amber Engel, Jamie Armfield, Holly E. Ulfers, Laura Kovank, Roxana Palacios, or Samantha Gaffney its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars ($5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public, sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds, bid bonds, performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever USI INSURANCE SERVICES, LLC shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 4th day of June, 26 on behalf of REPUBLIC SERVICES, INC. by its Vice President & Assistant Secretary, Lauren McKeon.

REPUBLIC SERVICES, INC.,
a Delaware corporation

Lauren McKeon

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 4th day of June 26 by Julie Jones, Notary Public.

JULIE JONES
Notary Public - Arizona
Maricopa County
Commission # 691825
My Comm. Expires Mar 17, 2030

Julie Jones
Notary Public

CERTIFICATE

I, the undersigned, John B. Nickerson, Vice President & Assistant Secretary of Republic Services, Inc., a Delaware corporation, do hereby certify that the foregoing Power of Attorney is true, correct, remains in full force and effect, and has not been revoked.

IN WITNESS WHEREOF, this Certification has been signed this 22nd day of July, 2026 on behalf of REPUBLIC SERVICES, INC. by its Vice President & Assistant Secretary, John B. Nickerson.

John B. Nickerson

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Laura Kovarik** of **SEATTLE**, **Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May, 2026.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May, 2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March, 2031**

NOTARY PUBLIC

_____
Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

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I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **July**, **2026**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FLORIDA OFFICE OF
Insurance Regulation

MICHAEL YAWORSKY
COMMISSIONER

066033504 09010 100762 0000
TRAVELERS CASUALTY AND SURETY COMPANY
ONE TOWER SQUARE
HARTFORD, CT 06183

INVOICE NUMBER: OIR 26-017785
PAYMENT CODE: 64139TKBod

INVOICE P & C	RENEWAL CERTIFICATE OF AUTHORITY		
BILL DATE:	March 31, 2026		
INVOICE AMOUNT:	$1,000.00	**DUE DATE:**	**June 1, 2026**

INSTRUCTIONS:

1. The remittance must be received on or before JUNE 1.
2. Make payment in the amount of $1,000.00 by one of the following methods:
   - Pay securely online at https://irfs.fldfs.com/epayment/invoice by eCheck or credit card. You will need your invoice number and payment code (located at the top of this invoice) to pay online.
   - Mail check, payable to **Florida Department of Financial Services**, with your invoice number noted on the check and a copy of this invoice to:

     Department of Financial Services
     Revenue Processing Section
     Post Office Box 6100
     Tallahassee, Florida 32314-6100

********** AUTHORIZED LINES OF BUSINESS **********

D 010 FIRE D 020 ALLIED LINES D 030 FARMOWNERS MULTI PERIL D 040 HOMEOWNERS MULTI PERIL D 050 COMMERCIAL MULTI PERIL D 080 OCEAN MARINE D 090 INLAND MARINE D 100 FINANCIAL GUARANTY D 110 MEDICAL MALPRACTICE D 120 EARTHQUAKE D 160 WORKERS COMPENSATION D 170 OTHER LIABILITY D 192 PRIVATE PASSENGER AUTO LIABILITY D 194 COMMERCIAL AUTOMOBILE LIABILITY D 211 PPA PHYSICAL DAMAGE D 212 COMMERCIAL AUTO PHYSICAL DAMAGE D 220 AIRCRAFT D 230 FIDELITY D 240 SURETY D 250 GLASS D 260 BURGLARY AND THEFT D 270 BOILER AND MACHINERY D 280 CREDIT D 300 INDUSTRIAL FIRE D 450 ACCIDENT AND HEALTH D 520 INDUSTRIAL EXTENDED COVERAGE D 540 MOBILE HOME MULTI PERIL D 550 MOBILE HOME PHYSICAL DAMAGE D 570 MULTI PERIL CROP

For questions concerning the authorized lines of business reflected on this invoice, please call Property & Casualty Financial Oversight at 850-413-3148.

Lines of Business Type: D=Direct and Reinsurance R=Reinsurance Only

COAINV

AFFIRMATIVE ACTION - EQUAL OPPORTUNITY EMPLOYER

C 1001 L

USI

July 22, 2026

LETTER OF INTENT

The Town of Dundee, Florida
202 E. Main St.
Dundee, FL 33838

RE: Republic Services of Florida, Limited Partnership
FY 2025-26 SANITATION DEPARTMENT COMMERCIAL SOLID WASTE COLLECTIONS IFB NUMBER: 26-02

To Whom it May Concern:

We are writing to you at the request of Republic Services of Florida, Limited Partnership. This principal has or is about to submit a Bid proposal for FY 2025-26 SANITATION DEPARTMENT COMMERCIAL SOLID WASTE COLLECTIONS IFB NUMBER: 26-02.

If a contract for this work is awarded to Republic Services of Florida, Limited Partnership, Travelers Casualty and Surety Company of America a surety licensed to conduct business in the State of FL. has agreed to act as surety to issue the required Performance and/or Payment Bond should one become a condition of awarding this contract.

Please let us know if you need anything further in this regard.

Sincerely,

Laura Kovarik
Attorney-in-Fact
Travelers Casualty and Surety Company of America

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

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IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May, 2026.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss

On this the **13th** day of **May, 2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March, 2031**

NOTARY PUBLIC

_____
Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **July**, **2026**

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Qualifications and Experience

Republic Services is the national leader in environmental services. We currently partner with more than 2,000 municipalities to deliver essential services while making meaningful progress toward your climate action plans.

Republic Services is your low-risk, best value partner

- 94% customer retention
- Safer – 40% better safety performance than industry average
- Environmental Responsibility – On Barron's 2024 100 Most Sustainable Companies
- Second largest collector of plastics in US

Customer Care

Republic Services is so much more than a traditional hauler of municipal recycling and waste. By offering differentiated products, services and experiences to meet our customers' wants and needs, we drive customer loyalty and satisfaction. We continue to invest in and enhance our customer-facing technology. We also use our RISE platform for visibility into our dispatch and collection operations. This technology equips our dispatchers with real-time routing information and enhanced data visualization tools. RISE has significantly increased connectivity with our customers, offering them the ability to "Track My Truck" — which further improves productivity and transforms our overall operations.

We know our customers care about recycling, and they have demonstrated a willingness to pay for it. We work with our municipal partners in transforming recycling into a more durable, economically sustainable business model. Recycling is essential to our sustainability platform, and we continue to invest in it for the long term. Most evident is our innovation and investment to develop the nation's first polymer and Blue Polymer centers, which deliver the production- quality plastic polymers and olefins to enable true plastic circularity, with capacity to cover all of our operations in North America.

*Figure 1. **Your Low-Risk, Best Value** Partner. Republic Services is proud to lead the industry in many key factors that make us a preferred partner for municipal recycling and waste services.*

Strengths of our Company	Benefits to Municipality
99.9% pickup reliability rate	Happy community; fewer calls to city hall
40% better safety performance than industry average over the last decade	Fewer incidents; safer community streets for children at play
Simple solutions for your community recycling and waste needs	Easy access to solutions for the growing number of waste streams
Recognized on the 2024 Barron's list of 100 Most Sustainable Companies	Peace of mind that your partner is a global leader in sustainable initiatives
Most advanced, integrated Customer Resource Centers in the industry	A national network of 1,800+ agents, organized in pods that focus on your market
Web- and smartphone-based app for easy access by businesses to relevant information	Stronger communications and easier alert and news dissemination
Robust community education and outreach	Communities educated on recycling produce less contamination and greater diversion

Sustainability

The breadth and scope of our sustainability platform is earning noteworthy recognition. Our safety program leads the industry. Our fleet is reducing its carbon impact. And our landfills generate renewable energy.

We are **Sustainability in Action**™. We are guardians of our environment and shoulder the responsibility of protecting it. We lead by example, working diligently to decrease our vehicle emissions, create innovative landfill technologies, generate and use renewable energy, and cultivate community engagement and employee growth opportunities. We are privileged to serve millions of customers nationwide. Republic Services' multifaceted sustainability platform revolves around four elements: Safety, Talent, Climate Leadership and Communities. These elements form the foundation of our 2030 Sustainability Goals

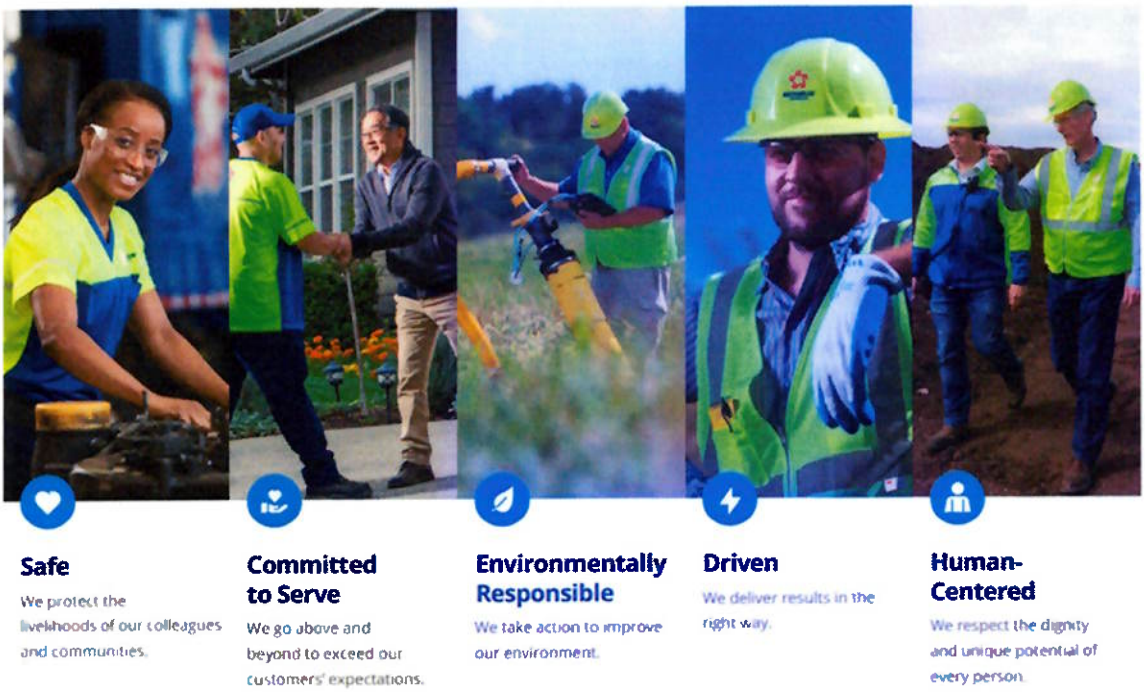
Our Values

Our company culture is anchored in five core values that guide us as we serve our customers every day.

- **Safe** – We protect the livelihoods of our colleagues and our communities.
- **Committed to Serve** – We go above and beyond to exceed customer expectations.
- **Environmentally Responsible** – We take action to improve our environment.
- **Driven** – We deliver results the right way.
- **Human-Centered** – We respect the dignity and unique potential of every person.

By adhering to these core values, and constantly striving to improve on them, we deliver superior service and lead the industry as the most sustainable partner for municipalities.

*Figure 2. **Five core values** guide us as we serve our customers every day.*



Sustainability as a Growth Platform

Our sustainability efforts include major investments in our planet's future. We actively innovate and drive the industry in new directions, which will ultimately transform the ways in which recyclable materials achieve circularity. We are also dramatically reducing emissions.

Local Leadership with National Support

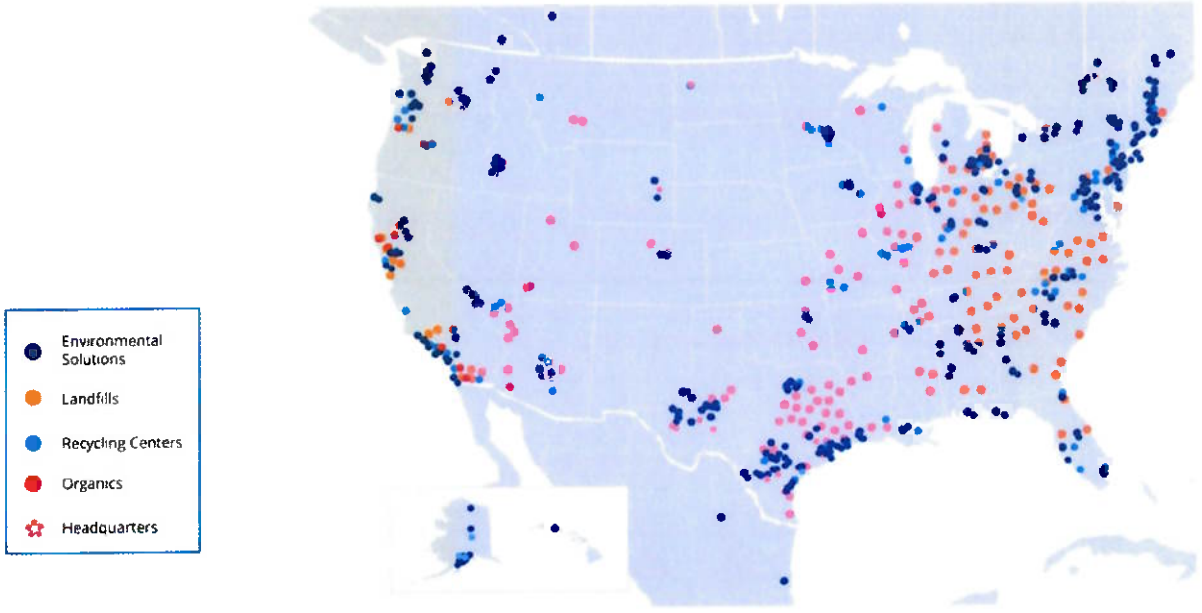
Our local team is vital to the continued successful delivery of this contract and its daily operations.

This team's unique combination of experience ensures quality service for the duration of the contract. Our local and area management teams have extensive experience operating and managing waste companies, and they have longevity in the region. Because of this, we are proactive in anticipating customers' needs and adjusting to market changes. We also implement best practices to continue improving our operations and customer service.

While our local business operation teams are fully empowered and accountable for delivering on our commitments, they are also backed by the support and breadth of our area and corporate leadership teams.

Together these teams are capable of amassing expertise and support to respond to any challenge, even during times of crisis such as COVID-19 and natural disasters. In times like this, our area and corporate teams activate to ensure our people are safe and assets are operational so we can quickly return to normal operations. This is a considerable benefit and risk mitigation to Dundee that many other providers in the industry are unable match.

Figure 3. ***Local team with a national network.*** *Republic Services delivers essential services and Emergency Response across North America.*



Safety

We prioritize safety above all else. When people feel safe, they can fully participate in the daily opportunities available to them. Republic Services has a consistently low occurrence of incidents and accidents. We're known for our strict focus on safety and corresponding best-in-industry, multi-faceted and well-organized safety program. We have a 40% better safety performance than the industry average for the last 10 years based on OSHA recordable data. Employees, the public and rate payers all benefit from our dedication to safety. We have been and will continue striving to be the safest waste services company in North America.

Talent

Engaged employees are the greatest indicator of our success. We provide ongoing job training, with growth and development opportunities for our employees at every level. We are invested in them and look for meaningful ways to demonstrate our appreciation for the hard work and dedication they show every day. Our inclusion and diversity efforts help to ensure everyone can bring their best selves to work each day. Republic Services' local offices are staffed with a team of professionals who take personal responsibility for serving customers with care. We are an industry leader with a national network, decades of experience, diversified capabilities and expertise serving clients of all sizes — including, proudly, Dundee.

Communities

We are dedicated to being a good corporate neighbor in the communities where we live and work. This includes investing in customer engagement, philanthropic giving, volunteerism, environmentally responsible infrastructure, and operating in our markets at the highest standards.

Locally, we maintain active membership and provide financial support to key regional organizations, including the Ridge League of Cities, Polk Vision, and Keep Polk County Beautiful. Through these partnerships, we help advance initiatives that strengthen communities, enhance quality of life, and support the shared goals of Dundee and municipalities throughout Polk County. We also proudly support the Florida League of Cities and participate annually in its conference vendor showcase, fostering collaboration and the exchange of innovative solutions that benefit local governments across the state.

Our approximately 175 employees are not only contributors to Polk County's overall economy but are also active partners in the communities we serve. Through leadership on local boards, educational outreach that fosters greater understanding of responsible waste management, and ongoing engagement with residents and customers, they exemplify our commitment to sustainability, community investment, and service excellence.

Climate Leadership

In 2017, Republic Services announced its Sustainability Platform, and from it, our 2030 Sustainability Goals were born. These ambitious goals help us do best by our environment, keep us accountable to responsible disposal and benchmark our successes.

Figure 4. ***Our 2030 Sustainability Goals encompass Safety, Talent, Communities and Climate Leadership.***

SAFETY

Safety Amplified

0

Employee fatalities

Incident Reduction

<2.0

Reduction in our OSHA Total Recordable Incident Rate (TRIR) by 2030

TALENT

Engaged Workforce

88+

Employee engagement score achieved and maintained by 2030

CLIMATE LEADERSHIP

Science Based Target

35%

Reduction in absolute Scope 1 and 2 greenhouse gas emissions by 2030 (2017 baseline year)

Approved by SBTi[1]

Circular Economy

40%

Increase in recovery and circularity of key materials on a combined basis by 2030 (2017 baseline year)

Renewable Energy

50%

Increase in beneficial reuse of biogas by 2030

COMMUNITIES

Charitable Giving

45M

People supported through the creation of sustainable neighborhoods through strong community partnerships by 2030

[1]SBTi is a partnership among CDP, the U.N. Global Compact, World Resource Institute (WRI) and the World Wide Fund for Nature (WWF)

Renewable Energy

Our landfills safely and responsibly handle our customers' waste. These sites also provide a lesser-known benefit: renewable energy production.

When organic waste breaks down in a landfill, the natural process creates biogas, which largely consists of methane. We capture this gas though collection systems and utilize it to generate energy. legacy landfill gas-to-energy (LFGTE) projects produce electricity for the public utility grid. Our

Today, demand for renewable energy is driven by efforts to decarbonize and reduce emissions, so our focus has shifted to producing renewable natural gas (RNG). RNG can be used for a variety of applications to displace conventional gas from fossil fuels. As a transportation fuel, RNG can reduce emissions up to 70%, which has made it highly valued in the marketplace. To help meet this rapidly growing demand, we recently announced a joint venture with bp to develop 40 landfill RNG projects across the U.S. This venture is the nation's largest RNG portfolio build-out to date, offering both environmental and economic sustainability.

Once fully operational, these projects are expected to generate approximately 12.5 million MMBtu of RNG annually — equivalent to the average annual natural gas usage of nearly 200,000 residential customers in the United States. We are already engaged in many LFGTE projects around the country, and these additional deployments give us scale to make a significant, direct climate impact. Once all 40 projects are operational in 2027, we anticipate capturing and beneficially reusing 70% of our total landfill gas and making significant progress toward our Renewable Energy goal.

Plastics Recycling – Polymer Centers

While many people do their best to recycle, the lifecycle potential of different recycled materials is not broadly understood. While an aluminum can is generally recycled back into a new can, a water bottle or detergent jug is more likely to be remade into products such as textiles, carpet or construction pipe instead of a new bottle or jug. These "downcycled" products have few options for further recycling, so their lifecycle tends to be finite — not circular. But demand is growing for

recycled plastics that can be reused in consumer packaging, and the current supply is not keeping up. Republic Services wants to keep plastic packaging in the circular economy.

We have an innovative solution: the Republic Services Polymer Center, the nation's first integrated plastics recycling facility. The facility is designed to directly address increasing demand from consumer brands and packaging manufacturers for recycled plastic, driving value for recovered resins and enabling greater circularity.

Our first Polymer Center in Las Vegas processes plastics from Republic Services' recycling facilities. More centers are planned. Republic Services has entered into a joint venture with Ravago, a leader in polymer recycling and distribution, to create Blue Polymers, a partnership to advance circularity in the plastics industry. The new facilities will utilize recycled polyethylene and polypropylene from Republic Services' Polymer Centers to create high-quality, recycled resin for consumer packaging and other applications. The process will convert high-density polyethylene and polypropylene into fully formulated products for use in both food-grade and non-food-grade sustainable applications.

Hazardous/Non-Hazardous Environmental Services

In May 2022, Republic Services acquired US Ecology, a leading provider of environmental solutions offering treatment, recycling and disposal of hazardous, non-hazardous and special waste.

Since then we have acquired several additional environmental companies to complete an unmatched national platform of difficult-to-replicate assets and talent to Republic Services, including: nine specialty waste landfills with five hazardous waste landfills; 16 RCRA-permitted treatment, storage and disposal facilities (TSDFs); seven wastewater treatment facilities; and more than 100 environmental services field locations.

Customers with multiple recycling and waste service needs value the ability to consolidate services with a single partner that has a successful track record of safety, compliance and environmental responsibility.

These important new service capabilities mean we can now safely and responsibly manage more of the non-standard waste collection and processing tasks that are critical to all municipalities across the country. Residential customers can enjoy drop-off or collection programs for household hazardous waste, electronics, universal waste or medical sharps. Commercial and industrial customers can now expand their collection program to include vacuum cleanout services, collection of oils or solvents, or other unique materials that come from the business or manufacturing process.

Lastly, municipalities can now enjoy a single partner that supports cleanups of abandoned waste, homeless encampments and drug labs seized by police, as well as emergency response to spills, remediation or natural disasters.

For example, the Republic Services team was at the forefront of cleanup efforts after an oil spill off Southern California's coast in October 2021. A third party's pipeline had ruptured, resulting in more than 125,000 gallons of crude oil washing ashore. When called into service, we quickly mobilized 250 people who supported recovery efforts including the collection, transport and disposal of oil-soaked waste.

Figure 5. ***Recognition supports our approach.*** *Engaged employees and leadership make Republic Services an employer of choice.*

Financials and Other Requested Information

The financial strength you need in a long-term partner for your municipality

- Financial capacity to continually invest in equipment and preventive maintenance
- One of the youngest fleets in the industry and the fifth largest in the country
- Reinvesting in state-of-the-art equipment and facilities

Republic Services is among the leading environmental services companies in the United States, with the financial strength and stability to exceed the Town of Dundee's expectations for the duration of the contract and beyond.

Financial Overview

Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a publicly traded (NYSE: RSG), Fortune 300 Company and will be the signatory for the corporate guarantee.

Our most recently completed audited financial statements can be found on our website at RepublicServices.com. Our full annual report can be found at the following link:

https://investor.republicservices.com/static-files/b5b5d3d9-44ed-42a8-b8bf-af19163a5435

The Annual Reports to Shareholders have been prepared in accordance with Securities and Exchange Commission requirements, with New York Stock Exchange Commission requirements, and in accordance with generally accepted accounting principles (GAAP).

Figure 1. Excellence Driven.
Republic Services takes pride in being excellence driven, which includes continuous investment in new vehicles, carts, dumpsters and technologies.

Litigation Information

Republic Services is involved in routine judicial and administrative proceedings that arise in the ordinary course of business and that relate to, among other things, personal injury or property damage claims, employment matters and commercial and contractual disputes. We are subject to federal, state and local environmental laws and regulations.

Due to the nature of our business, we are also often routinely a party to judicial or administrative proceedings involving governmental authorities and other interested parties related to environmental regulations or liabilities.

From time to time, we may also be subject to actions brought by citizens' groups, adjacent landowners or others in connection with the permitting and licensing of our landfills or transfer stations, or alleging personal injury, environmental damage, or violations of the permits and licenses pursuant to which we operate. Additional information can be provided upon request.

In the previous five years, Republic Services has not experienced any of the following claims against:

- Officers of the company
- Local key personnel
- A bid or proposal
- Performance bond
- Any contractual default or termination
- Summary Financial

Figure 3. Republic Services' Identifications, Classifications and Ratings

REPUBLIC SERVICES IDENTIFICATIONS, CLASSIFICATIONS AND RATINGS	
Federal Employee Identification Number	65-0716904
Dun's Identification Number	61342862
U.S. Dept. of Labor (SIC) Code	4953 – Sanitary Services / Refuse Systems
North American Industry Classification System (NAICS) - Primary	562212 – Solid waste landfills combined with collection and/or hauling of waste materials
North American Industry Classification System (NAICS) – Secondary	562111 – Solid waste collection
Standard & Poor's Identification Number and Rating	562920 – Material Recovery Facilities
Moody's Identification Number and Rating	562920 – Other non-hazardous waste treatment and disposal
Fitch's Identification Number and Rating	(TIN): 13-1026995
Federal Employee Identification Number	BBB+

REPUBLIC SERVICES, INC.
CONSOLIDATED BALANCE SHEETS
(in millions, except per share data)

	December 31, 2025	December 31, 2024
ASSETS		
Current assets:		
Cash and cash equivalents	$ 76	$ 74
Accounts receivable, less allowance for doubtful accounts and other of $66 and $74, respectively	1,897	1,821
Prepaid expenses and other current assets	550	511
Total current assets	2,523	2,406
Restricted cash and marketable securities	259	208
Property and equipment, net	12,639	11,877
Goodwill	16,715	15,982
Other intangible assets, net	655	546
Other assets	1,575	1,383
Total assets	$ 34,366	$ 32,402
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 1,374	$ 1,345
Notes payable and current maturities of long-term debt	596	862
Deferred revenue	496	485
Accrued landfill and environmental costs, current portion	148	159
Accrued interest	109	101
Other accrued liabilities	1,205	1,176
Total current liabilities	3,928	4,128
Long-term debt, net of current maturities	12,985	11,851
Accrued landfill and environmental costs, net of current portion	2,608	2,432
Deferred income taxes and other long-term tax liabilities, net	1,884	1,594
Insurance reserves, net of current portion	436	402
Other long-term liabilities	556	588
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, par value $0.01 per share; 50 shares authorized; none issued	-	-
Common stock, par value $0.01 per share; 750 shares authorized; 313 and 313 issued including shares held in treasury, respectively	3	3
Additional paid-in capital	1,833	1,767
Retained earnings	11,161	9,774
Treasury stock, at cost; 5 and 1 shares, respectively	(1,000)	(113)
Accumulated other comprehensive income, net of tax	(29)	(26)
Total Republic Services, Inc. stockholders' equity	11,968	11,405
Non-controlling interests in consolidated subsidiary	1	2
Total stockholders' equity	11,969	11,407
Total liabilities and stockholders' equity	$ 34,366	$ 32,402

The accompanying notes are an integral part of these financial statements.

REPUBLIC SERVICES, INC.
CONSOLIDATED STATEMENTS OF INCOME
(in millions, except per share data)

	Years Ended December 31,		
	2025	2024	2023
Revenue	$ 16,591	$ 16,032	$ 14,965
Expenses:			
Cost of operations	9,630	9,350	8,943
Depreciation, depletion and amortization	1,814	1,677	1,501
Accretion	114	107	98
Selling, general and administrative	1,710	1,674	1,609
Adjustment to withdrawal liability for multiemployer pension funds	1	-	5
Gain on business divestitures and impairments, net	-	(1)	(4)
Restructuring charges	20	29	33
Operating income	3,302	3,196	2,780
Interest expense	(574)	(539)	(508)
Loss from unconsolidated equity method investments	(163)	(255)	(94)
Loss on extinguishment of debt	-	(2)	-
Interest income	8	9	6
Other income, net	21	23	7
Income before income taxes	2,594	2,432	2,191
Provision for income taxes	455	388	460
Net income	2,139	2,044	1,731
Net income attributable to non-controlling interests in consolidated subsidiary	-	(1)	-
Net income attributable to Republic Services, Inc.	$ 2,139	$ 2,043	$ 1,731
Basic earnings per share attributable to Republic Services, Inc. stockholders:			
Basic earnings per share	$ 6.86	$ 6.50	$ 5.47
Weighted average common shares outstanding	311.9	314.4	316.2
Diluted earnings per share attributable to Republic Services, Inc. stockholders:			
Diluted earnings per share	$ 6.85	$ 6.49	$ 5.47
Weighted average common and common equivalent shares outstanding	312.2	314.8	316.7
Cash dividends per common share	$ 2.410	$ 2.230	$ 2.060

The accompanying notes are an integral part of these financial statements.

Facilities

Our business is ultimately about keeping communities clean and healthy while striving to be exemplary in our own environmental compliance and responsibility.

For this reason, our facilities are engineered for safe, environmentally friendly operations. Using sustainable materials that facilitate energy and water conservation, as well as design principles to enhance employee and guest safety and comfort.

Providing outstanding recycling and waste services to your community requires multiple types of facilities, including:

- Hauling companies
- Transfer stations
- Recycling centers
- Landfills

Hauling Facilities

A hauling facility is where the community recycling and waste collection services are based. These facilities typically serve several important functions that are critical to delivering exceptional service to residents and businesses:

- A yard for housing all the collection vehicles that serve the community, including fueling (or charging) infrastructure, if possible
- Storage yard for spare carts and dumpsters used to serve the Commercial and industrial customers in the community
- An industry leading fleet maintenance facility, delivering service for trucks, carts and dumpsters
- Training facilities to keep our workforce at the forefront of learning and safety
- Administrative offices to interact with your municipal staff

It is typical that our largest workforce presence exists at a hauling company, to support the complex operation that goes into serving communities with a 99.9% pickup reliability rate. These facilities can range in size, from a satellite facility with a small number of trucks, to a major facility with hundreds of trucks serving multiple municipalities in the market.

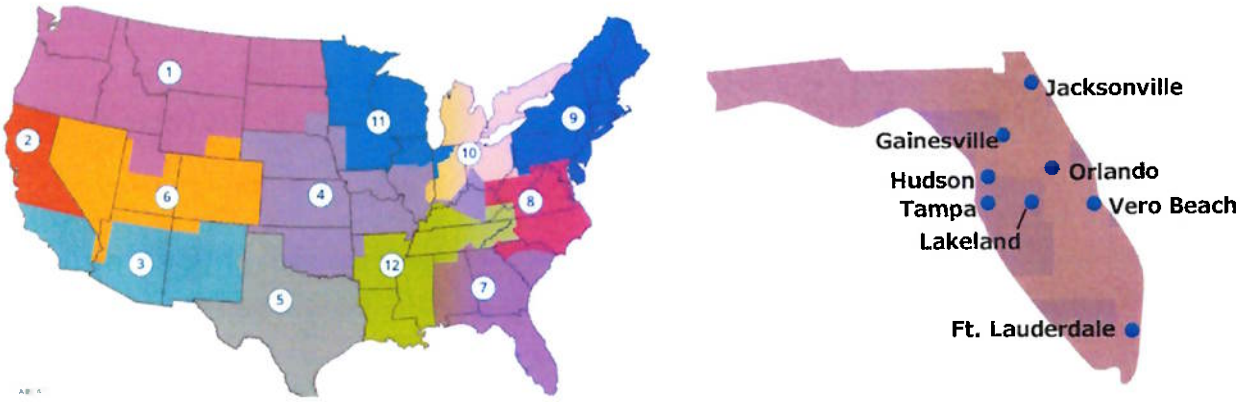
Figure 6. ***Facilities Serving You.***

Facility Type	Address	Distance to City	Hours of Operation
Hauling Facility	3820 Maine Ave, Lakeland FL.	22	5:30am – 5:00pm
North Central Landfill	7425 De Castro Rd Lakeland FL.	17	7:00am – 5:00pm
Recycling Center	3820 Maine Ave, Lakeland FL.	22	5:30am – 5:00pm

Hauling Facility Locations

The Republic Services hauling facility is located in Lakeland, FL. This prime location allows us to effectively cover the mandatory service area and beyond, ensuring prompt daily service to customers throughout Dundee and the Central Florida region. We have been efficiently serving Dundee businesses for over 30 years. All routes servicing this contract start and end at our Lakeland office each day. We have a full team of maintenance professionals who maintain, diagnose, and repair trucks on-site. From this facility our team can quickly deploy to any location in Central Florida to make repairs or to diagnose for transport back to the facility.

All of our locations in Florida work together to provide equipment and personnel to overcome natural disasters, equipment failures, or any other challenges that may arise. We are fortified by a nationwide group of 900 operating locations in 12 Areas who can, and have in the past, flown in personnel to recover from a disaster.



Recycling Centers

A leader in America with 75 recycling centers nationwide, we are committed to investing in recycling processing infrastructure where appropriate.

We believe we have a responsibility to our planet with the materials we are entrusted to handle everyday by driving increased recycling, generating renewable energy, and helping our customers be more resourceful. As consumer demand for recycling services has increased, we have met the demand by integrating recycling components to each of our collection service offerings. Based on an industry trade publication, approximately 34% of municipal solid waste is recycled.

The Lakeland Material Processing Facility (MRF) accepts mixed paper, cardboard, newspaper, tin cans, aluminum cans, foil, plastics, bottles, jars, ridged plastics 1-7, and glass. Our cutting-edge recycling facility helps preserve the local environment for future generations.

Customer Service

Redefining Customer Service

Republic Services has redefined the way we deliver superior customer service. A 2017 commitment to shift from hundreds of distributed, nonintegrated call centers to a national technology platform gave us insights and experiences that informed and shaped our thinking today. Those prior investments in establishing a national customer service network and tool suite enables us to lead the industry in customer communications.

We provide an exceptional customer experience when your businesses contact us for assistance

- Leverage technology and data to enable virtual agents to serve customers from any location seamlessly
- Over 1M customers expertly served each month via text, web, email, or phone
- Hours are when customer demand is highest – Monday through Friday from 7:30 a.m. – 5 p.m. for each time zone
- Web-based applications offering 24/7 access for customers on their own time
- Mobile App for users to track their truck in real time.

Access to Live Agents

When the pandemic of 2020 hit, we learned some powerful lessons regarding optimal customer service models. For years prior, we had invested in consolidating our agents into three national call centers, leveraging technology and training to offer a superior experience to callers.

In 2020, over 1,800 agents began taking calls from home, completely seamless to the customers who were calling. Throughout the months-long pandemic, we found our agent performance improved, average call metrics improved and customer satisfaction scores also improved. A new customer service model had been created and proven in the pandemic, whereby agents could take calls from anywhere, so long as they had access to their technology.

This is a very powerful model when looking at attracting and hiring the best call center talent, without the geographic limitations of either a "local" or "consolidated" model. By being open to a remote workforce, we found an increase in agents interested in working part time hours, as well as a willingness to log in to gain a few extra hours to cover times of higher call volume.

Agent PODS

Although we utilize agents connected to a national network that enables remote working, we are able to organize them into teams, or "pods" that are responsible for a defined geography of contracts and customers. This allows agents to become more familiar with the municipalities that they support, and the details of the contracts as well. The result is a level of familiarity similar to having a locally based agent, but with the power of being able to hire the best agent talent in the broader market.

Optimal Call Center Hours

During a 12-month period in 2019, we collected and tracked every call that was made to our staffed call centers across America. In total, more than 12.7M calls were received during that timeframe, when our call centers were open Monday through Friday 7 a.m. to 6 p.m. and Saturday 8 a.m.-1 p.m.

When analyzing the data, we learned that less than 1.5% of daily calls were received from 7 a.m. to 8 a.m., and less than 1% of daily calls were received after 5 p.m. daily. We further

learned that less than 2% of the entire weekly call volume occurred on Saturday. Through the data, the customers were telling us that they were busy during those times, and it was not necessary for the call centers to be running fully staffed for such a small percentage of the total call volume. This insight allowed us to define our best practice for call center hours, which is to be open Monday through Friday from 7:30 a.m. to 5 p.m.

Process for Handling Calls

When a customer calls our Customer Service line, a sophisticated series of actions begin:

- Initial call-prompt questions for the customer help determine the complexity of the request. Simple requests are routed for agents that can handle calls remotely, while more complex needs can be routed to specialized agents with advanced skills and knowledge of the geography and local operations if appropriate.
- The customer's phone number then associates with known customer details in our database and triggers the integrated system to populate with a map of the service address, level of service, past service requests, and city-specific contract information. This knowledge-based system even shows the customer's current weather.
- The agent confirms the customer's name and service address and begins to assist the customer with their request.
- If the question requires communication with the local operations team (such as, missed pick-up or container exchange), the agent can access additional systems to run the resolution to ground.
- Often, the customer's concern is handled by the time they hang up the phone. For those calls requiring operations support the issue is scheduled for resolution in a-timely manner.
- Callers may choose to access our self-service technologies and will always have the option to leave a message with calls returned in the same-day.

Sample Invoice

REPUBLIC SERVICES

11255 Rocket Blvd
Orlando FL 32824-854646

Customer Service (407) 293-8000
RepublicServices.com/Support

Important Information
It's easy to go paperless! Sign up for Paperless Billing at RepublicServices.com and enjoy the convenience of managing your account anytime, anywhere, on any device.

Account Number	**3-0690-0002806**
Invoice Number	0690-000823265
Invoice Date	June 20, 2026
Past Due on 06/20/26	**$8,536.69**
Payments/Adjustments	-$4,389.54
Current Invoice Charges	**$4,056.62**

Total Amount Due	Payment Due Date
$8,203.77	Past Due

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 05/28	17833	-$4,389.54

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Courtyard By Marriott 8501 Palm Pkwy CSA A910869015 Orlando, FL				
1 Self Contained Compactor 34 Yd, 1 Lift Per 2 Weeks				
Disposal/Recycling 05/25	M782317	4.7200Tons		$447.93
Pickup Service 05/25		1.0000	$227.50	$227.50
Disposal/Recycling 06/07	744133	4.5500Tons		$431.80
Pickup Service 06/07		1.0000	$227.50	$227.50
Rental 06/01-06/30			$552.50	$552.50
2 Fl Recycle Container 4 Yd, 4 Lifts Per Week				
Recycling Service 07/01-07/31			$554.32	$554.32
Recycling Processing Charge 07/01-07/31		2.0000	$1.50	$103.98
Administrative Fee				$5.95
Total Fuel/Environmental Recovery Fee				$1,386.90
Total County Sales Tax				$4.31
Total State Sales Tax				$51.72
Late Fee 06/20				$62.21
CURRENT INVOICE CHARGES, Due by July 10, 2026				**$4,056.62**

Past Due	30 Days	60 Days	90+ Days
	$4,147.15	$0.00	$0.00

REPUBLIC SERVICES

11255 Rocket Blvd
Orlando FL 32824-854646

Thank You For Choosing Paperless

Return Service Requested

Total Enclosed

Total Amount Due	**$8,203.77**
Payment Due Date	**Past Due**
Account Number	**3-0690-0002806**
Invoice Number	**0690-000823265**

For Billing Address Changes, Check Box and Complete Reverse

Make Checks Payable To.

COURTYARD BY MARRIOTT
SUZI BRADY
8501 PALM PKWY
ORLANDO FL 32836-6416

REPUBLIC SERVICES #690
PO BOX 71068
CHARLOTTE NC 28272-1068

306900002806000000082326500040566200082037?9

REPUBLIC SERVICES

UNDERSTANDING YOUR BILL
Visit RepublicServices.com/MyBill

UNDERSTANDING OUR RATES, CHARGES, AND FEES
Visit Republicservices.com/customer-support/fee-disclosures

Responsible Party
All waste services are managed, performed, and billed for by individual operating subsidiaries of Republic Services, Inc. Republic Services, Inc. itself does not perform any waste services, nor does it contract for such services. The operating entity providing your waste service is identified on your invoice. Accordingly, all obligations to you, including providing quality service and billing you for service, rests with the operating entity identified on your invoice.

Residential Customers
If you are a residential customer receiving service without a signed customer service agreement, your service is subject to and governed by the Service Terms for Residential Customers located at Republicservices.com/customer-support/residential-service-terms , which include a **CLASS ACTION WAIVER** and **ARBITRATION CLAUSE**, and our right to charge you a container removal fee upon termination of service, among other terms. These terms are subject to change so please review them upon receipt of your invoice. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice. Please note that some or all of the Service Terms for Residential Customers may not apply if your services are subject to terms mandated by a governmental entity in your locality.

Check Processing
When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. When we make an electronic transfer, funds may be withdrawn from your account the same day we receive your payment or check and you will not receive your check back from your financial institution.

Cancellation & Payment Policy
Unless prohibited by applicable law, regulation, or franchise or other agreement: (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.

Understanding Our Rates, Charges and Fees
If you are receiving service without a signed customer service agreement, please visit RepublicServices.com/Fees to review the financial terms and conditions relating to your service. If you are receiving service pursuant to a written contract, but have questions relating to any charges or fees, RepublicServices.com/Fees provides a detailed description of our most common charges and fees. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice.

Please fill out the form below if your billing address has changed and return this portion of your statement to us using the envelope enclosed. Thank you!

BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	

Commercial Collection Services

Republic Services provides effortless recycling and waste solutions for our commercial customers, working with them to evaluate and optimize their solution

Commercial Solid Waste

From monthly to daily collections, and dumpster sizes ranging from 2- to 8-yards in size, Republic Services offers solid waste and recycling, services with a variety of dumpster sizes and service frequencies to meet every business' needs.

Our commitment to you is simple, we will:

- Complete every collection as scheduled
- Return the cart to its dedicated location
- Clean loose litter or debris
- Ensure that enclosures are properly secured

Commercial customers enjoy options and tailored solutions, regardless of company size

- In-person waste audits for commercial customers confirm the right level of service
- Wide range of services, including waste, recycling, and innovative sustainable solutions
- Range of dumpster sizes, from 2 to 8 yards, with an average lifespan of more than 10 years

Commercial Recycling

Republic Services offers single-stream recycling, in which the customer deposits recommended empty, clean and dry recyclable materials in the one recycling dumpster/cart. Republic Services then collects and transports the materials to the Recycling Centers for separation and processing.

Republic Services also offers source-separated recycling for cardboard and other commodities that can be taken directly to a local processing facility.

Flexible, Tailored Solutions

Our dedicated team is available to consult with businesses and communities of any size to conduct a comprehensive on-site waste assessment to determine the needed services, collection frequencies, and dumpster sizes. During the assessment, we will identify dumpster locations and access paths that allow for safe, convenient service. Right-sizing service levels can increase waste diversion, improve collection productivity, and lead to reduced costs for customers.

Methodology & Procedures

Republic Services uses front-load collection vehicles to service dumpster commercial customers in City Name Customers with a 95-gallon or smaller cart are serviced with a rear load (REL) truck.

We service commercial customers with front-load collection vehicles with 32-cubic yard volume bodies because:

- The supplier is a company that has proven to be among the strongest, safest and lowest maintenance trucks in the industry
- Our first-hand local knowledge shows that this truck's size and attributes will "fit" every neighborhood we service, including hard-to-service accounts

Trucks & Equipment

Figure 7 Commercial Collection Trucks

Vehicle Type	Engine Type	Body Type	Year	Weight	Capacity
Front Loader 1	CNG	McNeilus	2022	56,000 lbs.	32 yards
Front Loader 2	CNG	McNeilus	2022	56,000 lbs.	32 yards
Rear Loader 1	Diesel	McNeilus	2010	64,000 lbs.	32 yards

Dumpsters

Republic Services uses small dumpsters constructed of durable steel bodies and two plastic lids. Dumpsters range in size from 2 to 8 yards, and can be placed on casters for easy maneuverability, if necessary.

Figure 8 Dumpster Sizes & Frequency of Weekly Collection

	1/Week	2/Week	2/Week	4/Week	5/Week	6/Week	7/Week
2 cubic yard	X	X	X	X	X	X	N/A
4 cubic yard	X	X	X	X	X	X	N/A
6 cubic yard	X	X	X	X	X	X	N/A
8 cubic yard	X	X	X	X	X	X	N/A

Technology & Digital Operations

Every day we leverage our **RISE** software and dispatch platform to digitally connect customers, drivers, dispatchers, supervisors, and trucks. This platform, integrated with in-cab tablets, has streamlined driver communications. Over time, this technology has significantly improved productivity with real-time routing and data visualization tools, enhanced customer connectivity through automated service verification, and enriched the employee experience by providing intuitive, interactive tools that align with their workflow. Our continued use of this system has demonstrated its effectiveness in optimizing operations and delivering superior service.

The expansion into digital operations enables our company to offer features that enhance customer access and visibility. With **RISE** and our digital operations suite, customers gain unprecedented tools like service verification and Track My Truck, ensuring reliable service with minimal disruption to their daily lives. This enhanced transparency boosts confidence in our operations. Additionally, customers can engage with their accounts through our mobile app, website, and other resources, offering seamless service requests, paperless billing, and real-time notifications for a more integrated experience.

AT&T Connect radios serve as the primary communication tool for drivers, supervisors, and dispatch, facilitating real-time updates on driver and route locations. It enhances accountability by reporting stops and idling times for productivity tracking. Geo-fencing capabilities allow the system to confirm when chronic stops are serviced, and alerts are triggered upon arrival at post-collection sites (landfills, transfer station, recycle facilities, etc.). Drivers can also ping their location to verify service at customer addresses, ensuring precise service verification and streamlined operations. Communication with the Community

Our **Salesforce Communities** portal offers web-based visibility, tracking all complaints and missed pickups. City staff can filter and view complaints within a specific week using a map-based interface, which can be customized by issue. Additionally, a report view allows for broader timeframes, detailing contact, and resolution information from our Customer Resource Agents. Alongside regular collaboration between routing teams, our operations team communicates easily with residents and commercial customers through various technologies. Our online portal and smartphone app enable customers to manage accounts, request

services, or report issues, while also receiving alerts about service changes due to holidays or weather. We also utilize Call-Em-All, a phone-based system for delivering operational updates, with options for customers to receive phone, text, or email notifications, and the flexibility to opt in or out as needed.

Route Disruptions

From time-to-time, route execution can be disrupted by various unforeseen conditions including weather, traffic congestion, equipment failure, and driver error. Our new, innovative technology platform provides us with real-time visibility to make same-day or next-day corrections to recover missed stops. This, combined with traditional service communications, delivers the most comprehensive service validation system available.

In some cases, service disruptions are immediately recognized, communicated, and recovered quickly by alerting the driver through their tablet. However, sometimes we are not aware of the issue until after the route is complete. Regardless of the scenario, "communication" is the most critical component of a successful recovery strategy.

- Businesses who call our Customer Resource Center (CRC) are greeted by a professional agent to discuss any issue. Calls are recorded and information/requests are entered into our digital CRC system that communicates directly with our local operations team. The CRC provides the quickest and most reliable process to create work-orders that are received, dispatched, and executed by the local team. This also provides reliable documentation of each request enabling us to create and report dependable service action activities.

Daily Driver Check-In Review

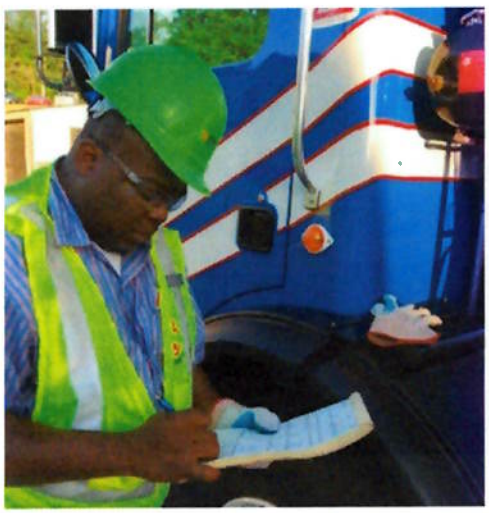
- The driver submits the completed route tablets to dispatch.
- Dispatch verifies with the driver that all stops have been serviced.
- Any issues related to service, safety, or other concerns listed on the route sheet are confirmed, ensuring the supervisor has been notified.
- The supervisor follows up with dispatch towards the end of the day to confirm which routes are completed or pending.
- For any outstanding routes, the supervisor takes action to address delays, coordinating with support trucks to estimate completion times.
- At the end of the day, the supervisor confirms the status of all routes, reporting them as complete. In the event any portion of a route is not completed and carried over to the next day, the supervisor will activate an alert communication to the customers.

Road Damage Prevention & Response

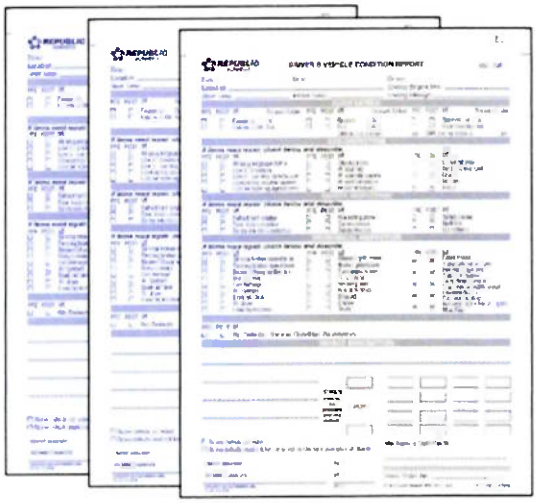
Our OneFleet maintenance program enhances quality of service and maintains a reliable fleet that yields a better customer experience. Republic Services is dedicated to operating the best running, safest and most environmentally friendly vehicles in the industry. This goal is achieved through a coordinated vehicular maintenance system called OneFleet. With standardized procedures and consistent execution, the OneFleet system improves safety for the fleet, decreases repair downtime and improves customer satisfaction. Preventive maintenance (PM) is the hallmark of OneFleet. Republic Services prescribes six levels of PM activity at varying truck-hour markers as follows:

- Daily: Pre-trip & Post-trip Inspection - Hoses, Tires, Body Seals.
- Weekly: All Lubricants & Hose Connections.
- Monthly: Transmission, Air-to-Air Systems, Suspension/Hydraulics.

- Bi-Monthly: Exhaust System, Fluids & Filters.
- Bi-Annually: Fuel Systems, DPF system and Overhead Valves.
- Annually: Comprehensive Federal Safety Inspection.



As part of our "OneFleet" program every driver at Republic Services performs a pre-trip and a post-trip inspection of their truck each day enabling us to potentially identify minor leaks before they become major. Any issues that need attention i.e., leaky hoses, seals, etc. are recorded in a Vehicle Condition Report (VCR) and submitted for repair. Repairs are often completed overnight; however, parts shipping delays can sometimes slow down the process. In this case, the driver would operate one of our spare trucks until the primary vehicle is repaired. The document to the right is the Standard Operating Procedure (SOP) for a VCR.



Spill Response

Every truck at Republic Services is equipped with a Spill Control Kit. In the event that a major leak occurs on-route our highly trained drivers will isolate the spill and perform a spill containment procedure to minimize migration of the fluids until our professional emergency spill remediation contractor arrives. All fluids are removed, and the stained areas are pressure washed to eliminate residual. There is no proven way to completely remove blemishes remaining on the street however stains left after the cleanup will fade away over a 3-to-6-month period.

Operational Safety Overview

Safety is our highest priority. We adhere to a strict policy of safety protocols, where employees are trained to **Think. Choose. Live.®** We have an industry leading safety record that has been 38% better than the industry average for the past ten years, based on OSHA data. We have also been recipients of 72% of the industry's Driver and Operator of the Year awards since 2009. We maintain compliance with all applicable OSHA, federal, state, and local safety requirements. We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate, and verify employee practices constantly. We have the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training, and ongoing educational development programs. We require all operations personnel to participate in on-going classroom training and on-road auditing for policy adoption.

Think. Choose. Live.®

Every day, drivers face a multitude of challenges and are required to make decisions that can impact their safety, as well as the safety of those in the communities we serve. Our best-in-class driver training program focuses on continual improvement of all our 17,000 drivers. Our Think. Choose. Live.® philosophy helps navigate these situations by encouraging employees to Think about their actions, Choose the safest approach and Live to go home to their families at the end of each day.

One-on-One Program

The Republic Services One-on-One Program is paramount to decreasing incidents. Supervisors are required to conduct a minimum of two in-person employee observations per week. The purpose is to improve safety, customer experience and productivity. The employee and their leader work together toward excellence.

Safety Meetings and Training

Republic Services provides weekly, monthly, and annual safety training for all our employees. Safety topics are developed based on subject matter required under OSHA regulation. Republic Services prepares well-developed tailgate sessions, provides translators to engage all employees and encourages open discussion and participation. Meeting topics may include:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know.
- Hearing conservation safety
- Lock out and tag out safety.
- Slips, trips, and falls
- Confined space entry

Emergency Contingency Services

Effective emergency response begins with a well-defined plan long before disaster strikes. Republic Services' key objectives for disaster recovery and emergency response include a clear sequence of steps to prepare for and manage any disaster:

- **Protect Our Employees and Their Families**: Ensuring the safety of our employees and their families allows them to focus on helping others in the community.
- **Safeguard Our Property and Assets**: We secure our assets to ensure they are available and ready to support you when needed.
- **Provide Reliable Service to Our Customers**: We prioritize meeting customer needs, including mobilizing resources from other regions if necessary.
- **Facilitate Post-Emergency Cleanup**: We streamline the cleanup process, working in coordination with FEMA and other relief organizations.

From the moment a disaster occurs and throughout its duration, we collaborate closely with City staff to define our role and develop tailored solutions. As one of the first responders during large-scale disasters, Republic Services is committed to supporting your community by providing essential services and ensuring safety. We are ready to share our response plan with you and partner in delivering critical services during a major event.

Company Contact List

All Service Communications for Business Customers

Central Florida - Customer Resource Center (CRC) (863) 665-1489

Operational Communications for (City Staff Only) Dundee, FL

Dispatcher (Real time information on route progress and urgent needs)
Lou Hernandez o: (863)-669-4842 LHernandezjr@republicservices.com

Operations Supervisor (Planning and execution of Driver activities, cart delivery, etc.)
Kirk Moore c: (863) 397-7096 kmoore@republicservices.com

Operations Manager (Correspondence with City and issue resolution.)
Michael Chamale c: (337) 563-7502 mchamale@republicservices.com

Contract and Financial Communications (City Staff Only) Hudson, FL

Manager Municipal Sales
Cindy Rodriguez c: (813) 334-1805 crodriguez@republicservices.com

General Manager
Mary Boyer c: (813) 439-9019 mboyer@republicservices.com

Southeast Area Leadership (City Staff Only) Atlanta, GA

Area Senior Manager
Don Collins c: (407) 760-4326 dcollins3@republicservices.com

Area Vice President
AJ Rodgers c: (404) 556-1209 ARodgers@republicservices.com

References – Current Florida Contracts

Republic Services currently services over 300,000 homes connected to municipal contracts in Florida. Below, are our largest customers in Florida.

Hillsborough City, FL - 101,000 Homes
5,589 Businesses

Contact: Damien Tramel, Solid Waste Director
332 N. Falkenburg Road, Brandon, FL 33619
P: (813) 272-5680
E: TramelD@HillsboroughCity.ORG

Contract Description: We provide Residential and Commercial Collection Services for the unincorporated area of the City. The contract began in October 2013 and will expire in September 2030. Residential is serviced twice per week for trash with recycling and yard waste weekly. Bulk is on/call.

Eagle Lake, FL - 2,528 Homes
71 Businesses

Contact: Thomas Ernharth, City Manager
332 N. Falkenburg Road, Brandon, FL 33619
P: (717) 821-8537 (mobile)
E: ternharth@eaglelakefl.gov

Contract Description: We provide Residential and Commercial Collection Services for the City. The contract began in October 2019 and will expire in September 2029. Residential is serviced once per week for trash, recycling, yard waste and bulk. Commercial service is based on customers' individual agreements.

City of Palm Bay, FL - 48,000 Homes

Contact: Kevin Brinkley, Public Works Director
120 Malabar Rd Palm Bay, FL 32905
P: (321) 952-3437
E: kevin.brinkley@palmbayflorida.com

Contract Description: We provide Residential Collection Services for the City. The contract began in October 2020 and will expire in September 2030. Residential is serviced twice per week for trash with recycling and yard waste weekly. Bulk is on/call.

City of Sunrise, FL - 19,268 Homes
1,595 Businesses

Contact: Emilie Smith, Deputy City Manager
10770 W. Oakland Park Blvd., Sunrise, FL 33351
P: (954) 746-3206
E: esmith@sunrisefl.gov

Contract Description: We provide Residential and Commercial Collection Services for the City. The contract began in July 1996 and will expire in January 2030. Residential is serviced twice per week for trash with recycling, yard waste, and bulk weekly.

City of Weston, FL - 17,000 Homes

Contact: Karl Thompson, Public Works Director
2599 S. Post Rd. Weston FL, 33332
P: (954) 746-3233
E: Kthompson@westonfl.org

Contract Description: We provide residential curbside service for the City. The contract began in October 2012 and will expire in March 2029. Residential is serviced twice per week for trash with recycling weekly. Bulk items can be removed for a separate fee.

City of Coconut Creek, FL - 11,059 Homes

Contract: Ted Risberg, Dir. of Special Projects
10770 W. Oakland Park Blvd. Sunrise FL, 33351
P: (719) 406-8808
E: trisberg@coconutcreek.net

Contract Description: We provide residential curbside service for the City. The contract began in February 1995 and will expire in September 2026. Residential is serviced twice per week for trash with yard waste and bulk weekly.

City of Haines City, FL - 16,000 Homes

Contact: James Keene, Deputy City Manager
620 E. Main St. Haines City FL, 33844
P: (863) 421-9954 Ext. 5954
james.keene@hainescity.com

Contract Description: We provide residential curbside service for the City. The contract began in January 2026 and will expire in December 2029. Residential is serviced twice per week for trash with recycling weekly. Bulk items can be removed for a separate fee.

Pricing Proposal & Bid Forms

Collection Rates	1X	2X	3X	4X	5X	6X
2 CY	62.35	124.70	187.06	249.41	311.76	374.11
4 CY	124.70	249.41	374.11	498.82	623.52	748.22
6 CY	187.06	374.11	561.17	748.22	935.28	1,122.34
8 CY	249.41	498.82	748.22	997.63	1,247.04	1,496.45

NOTE: Roll Off Rates are negotiated between contractor and the customer depending on their individual needs

Municipal Locations listed below are included at no additional cost:

- Communications Center (8 X 1)
- Dundee Wastewater Plant (8 X1)
- Riner Water Plan (2 X 1)
- Hickory Walt Treatment Plant (8 X 1)

Annual Rate adjustments:
Republic services acknowledges the Town's proposed annual rate adjustment based on June's CPI or 2.5% whichever is greater, with rate increases taking effect every Oct. 1 for the duration of the agreement. However, we reserve the right to discuss more mutually-beneficial formulas and negotiate annual price increase terms if we are selected as your continuing provider/partner.

Timeline: As the incumbent provider, there will be no interruption of service to customers and no transition plan required. If we are selected, we will simply continue providing the same level of excellent service without interruption.

Pricing Agreements & Understandings

Customer Billing

Republic Services acknowledges and accepts that customers will be "direct billed" by the selected provider as specified in the IFB.

Franchise Fee

Republic Services acknowledges and accepts a 15% franchise fee for the Town of Dundee and has included those fees in our pricing model.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Republic Services, Inc.

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

Republic Services of Florida, Limited Partnership (ein 65-0965470)

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

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

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

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) D

(Applies to accounts maintained outside the United States.)

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

5353 E City North Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Phoenix, AZ 85054

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

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

Social security number: ___ - ___ - ____

or

Employer identification number: 65-0716904

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person [signature] Date 1/6/2026

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

Evidence of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/19/2025

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

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

PRODUCER	CONTACT NAME:	
CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85255	PHONE (A/C No.Ext):	FAX (A/C No.Ext):
	E-MAIL ADDRESS:certificateteam@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Co	22667
INSURED	INSURER B: Indemnity Insurance Co. of North America	43575
REPUBLIC SERVICES, INC 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER C: Illinois Union Insurance Company	27960
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 2616514** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER			HDO G48981793	06/30/2025	06/30/2026	EACH OCCURRENCE	$ 10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 10,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$ 10,000,000
							GENERAL AGGREGATE	$ 30,000,000
							PRODUCTS -COMP/OP AGG	$ 20,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ] [ ]			ISA H1137119A	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 10,000,000
							BODILY INJURY(Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
B A A A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N [N]	N/A	WLR C72793894 - AOS WLR C72793882 - OR SCF C72793900 - WI WCU C72793912 - OH XS TNS C72627490 - TX NS/XS	06/30/2025 06/30/2025 06/30/2025 06/30/2025 06/30/2025	06/30/2026 06/30/2026 06/30/2026 06/30/2026 06/30/2026	[X] PER STATUTE [ ] OTHER	
							E.L. EACH ACCIDENT	$ 3,000,000
							E.L. DISEASE -EA EMPLOYEE	$ 3,000,000
							E.L. DISEASE -POLICY LIMIT	$ 3,000,000

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

EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

EVIDENCE OF COVERAGE

CERTIFICATE HOLDER	CANCELLATION
EVIDENCE OF COVERAGE United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____
LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		REPUBLIC SERVICES, INC 18500 N. ALLIED WAY PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2616514

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract
Coverage is primary and non-contributory when required by written contract
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C72793894 and stop gap coverage for OH is covered under policy no. WCU C72793912 as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY
Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers' Compensation Insurance in Texas. The excess policy (TNS C72627490) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

EVIDENCE OF COVERAGE

ACORD 101 (2008/01)

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Florida Business License

3/31/26, 9:56 AM Detail by Entity Name

Division of Corporations

Sunbiz.org Division of Corporations an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Limited Partnership
REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP

Filing Information

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Date Filed	12/27/1999
State	DE
Status	ACTIVE
Last Event	CONTRIBUTION CHANGE
Event Date Filed	05/09/2005
Event Effective Date	NONE

Principal Address

5353 E. City North Drive
Phoenix, AZ 85054

Changed: 03/26/2026

Mailing Address

5353 E. City North Drive
Phoenix, AZ 85054

Changed: 03/26/2026

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

General Partner Detail

Name & Address

Document Number F99000006661

REPUBLIC SERVICES OF FLORIDA GP, INC.
5353 E. City North Drive
Phoenix, AZ 85054

BID SUBMISSION FORM

FY 2025-26 IFB 26-02 SANITATION DEPARTMENT COMMERCIAL SOLID WASTE COLLECTIONS

RETURN DATE: 07/22/2026

RETURN TO: Office of the Town Clerk
Attn: IFB 26-02
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1. Commercial Services			$7.20 / CY	$281,426
2.				
3.				
4.				
5.				
6.				
7				
8.				
			TOTAL ($)	$281,426

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: Republic Services of Florida, Limited Partnership

Company Address: 3820 Maine St.

Company City: Lakeland State: FL Zip: 33801

Company Phone Number: 863-665-1489 (CRC) Fax Number: NA

Authorized Representative: Mary Boyer

Signature: Mary Boyer Date: 7/22/2026

Print Name: Mary Boyer Phone Number: (813) 439-9019

Title: General Manager

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 Republic Services of Florida, Limited Partnership

Signature Mary Boyer Date: July 15, 2026

Printed Name Mary Boyer

Title General Manager

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 13 DAY OF July, 20 26

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

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: John Bateman

STATE OF FLORIDA
COMMISSION NUMBER HH 564421
MY COMMISSION EXPIRES 6-23-2028
JOHN A. BATEMAN, JR.
NOTARY PUBLIC

A1

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I Mary Boyer **("Affiant"), being first duly sworn, deposes and says that:**

(1) Affiant is General Manager (insert job title) of Republic Services of Floirida, LP (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 15 DAY OF July, 20 24

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

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: John Bateman

JOHN A. BATEMAN, JR. NOTARY PUBLIC MY COMMISSION EXPIRES 6-23-2028 STATE OF FLORIDA COMMISSION NUMBER HH 564421

CERTIFICATION OF DRUG-FREE WORKPLACE

I Mary Boyer ("Undersigned"), certify that:

(1) Undersigned is General Manager (insert job title) and duly authorized to act on behalf of the Vendor Republic Services of Florida, LP 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, Republic Services of Florida, Limited Partnership _____, acknowledges, understands, and complies fully with the above requirements.

DATE: 7/15/2026 NAME OF ENTITY: Republic Services of Florida, Limited Partnership

PHONE/FAX: 863-665-1489

ADDRESS: 3820 Maine Ave

Lakeland, FL 33801

SIGNATURE: Mary Boyer

PRINT NAME: Mary Boyer

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]:

Executed this ____ day of _____, 2026.

By: Mary Boyer
Name: Mary Boyer
Title: General Manager

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 15th day of July, 2026, by Mary Boyer, as General Manager of Republic Services of FL, LP, ☐ who is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature
Print Notary Name: John Bateman
My commission expires: 6/23/2028

JOHN A. BATEMAN, JR.
NOTARY PUBLIC
MY COMMISSION EXPIRES 6-23-2028
STATE OF FLORIDA
COMMISSION NUMBER HH 564421

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

Company Name Republic Services of Florida, Limited Partnership

Signature Mary Boyer Date: July 15, 2026

Printed Name Mary Boyer

Title General Manager

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 15 DAY OF July, 20 26

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

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: John Bateman

STATE OF FLORIDA
COMMISSION NUMBER HH 364421
MY COMMISSION EXPIRES 6-22-2028
JOHN A. BATEMAN, JR.
NOTARY PUBLIC

A1

Sales Tax Savings Form

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

Not Applicable

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

(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.

A4

TABULATION RECORD/INTENT TO AWARD DOCUMENTATION

· 202 E. Main Street, Dundee, FL 33838 · Phone: (863)438-8330 ·
Web: www.TownofDundee.com

Project Number:	26-02				
Project Name:	IFB 26-02 FY 2025-2026 Sanitation Department Commercial Solid Waste Collections				
Type of BID:	Invitation For Bid				
Purchasing Representative:	John Vice				
Due Date:	07/22/2026			Location:	202 E Main Street
Opening Date:	07/23/2026				Dundee, FL 33838

	CONTRACTOR	CITY, STATE	PRICING BY YARDAGE	ESTIMATED MONTHLY COST	ESTIMATED ANNUAL COST	ADDENDUMS ACKNOWLEDGED		INTENT TO AWARD
						ADD 1	ADD 2	
1	Waste Pro of Florida, Inc. DBA Trash Taxi of Florida	Dundee, FL	2 YD - $76.41 4 YD - $142.64 6 YD - $198.67 8 YD - $244.52	$28,478.52	$341,742.24	YES		
2	**Pricing Note:** All rates listed are base prices for one (1) collection per week. For multiple weekly collections, the total cost is calculated by multiplying the base rate by the frequency of weekly pickups. *Example: A 2-yard dumpster at a base rate of $76.41for 1x weekly pickup will cost $229.24 per week if serviced 3x weekly ($76.41× 3).*							
3								
4	REPUBLIC SERVICES	Lakeland, FL	2 YD - $62.35 4 YD - $124.70 6 YD - $187.06 8 YD - $249.41	$23,452.17	$281,426.00	YES		
5	**Pricing Note:** All rates listed are base prices for one (1) collection per week. For multiple weekly collections, the total cost is calculated by multiplying the base rate by the frequency of weekly pickups. *Example: A 2-yard dumpster at a base rate of $62.35 for 1x weekly pickup will cost $187.05 per week if serviced 3x weekly ($62.35 × 3).*							

	Company Information	Experience & Expertise	Project Approach	Town/Agency Approach	Project Completion Projection	SCORING TOTALS
Waste Pro	20	45	20	5	5	**95**
Republic Services	20	50	20	5	5	**100**

	Company Information	Experience & Expertise	Project Approach	Town/Agency Approach	Project Completion Projection	SCORING TOTALS
Waste Pro	20	40	20	5	5	**90**
Republic Services	20	50	20	5	5	**100**

	Company Information	Experience & Expertise	Project Approach	Town/Agency Approach	Project Completion Projection	SCORING TOTALS
Waste Pro	20	50	18	5	5	**98**
Republic Services	20	50	20	5	5	**100**

Bid Score Sheet - Evaluator 4

	Company Information	Experience & Expertise	Project Approach	Town/Agency Approach	Project Completion Projection	SCORING TOTALS
Waste Pro	20	50	20	5	5	**100**
Republic Services	20	50	20	5	5	**100**

	Evaluator 1	Evaluator 2	Evaluattor 3	Evaluator 4	SCORING AVERAGE
Waste Pro	95	90	98	100	**383**
Republic Services	100	100	100	100	**400**

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	August 4, 2026	**Submitted By: Lorraine Peterson, Development Director**
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, TOWN OF DUNDEE EVALUATION AND APPRAISAL REPORT (EAR) – COMPREHENSIVE PLAN UPDATE	
STAFF RECOMMENDATION: **(**MOTION READY)	Motion to accept the Evaluation and Appraisal Report presentation and direct staff and the Town's planning consultant to proceed with preparation and processing of the required EAR-based Comprehensive Plan amendments.	
SUMMARY *and/or* JUSTIFICATION:	The EAR evaluates the Town's Comprehensive Plan against current conditions and Florida law. It identifies updates needed for the required 10- and 20-year planning horizons; statutory references and definitions; levels of service; administrative, concurrency, mobility, and transportation provisions; site-specific policies; utilities; housing; resiliency infrastructure; and capital improvements. The proposed process includes drafting, staff review, Planning and Zoning Board review, Town Commission transmittal review, state coordinated review, and final adoption. Florida Commerce acknowledged receipt of the Town's notification on September 24, 2024, and stated that the EAR-based amendments were to be transmitted by September 24, 2025, in a single plan-amendment cycle. Because that date has passed, staff and the Town Attorney should confirm the Town's compliance status and corrective schedule with Florida Commerce before formal processing.	

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*	EAR Summary and statutory requirements table Florida Commerce acknowledgment letter dated September 30, 2024 Related EAR correspondence included with the report			
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):*	There is no immediate fiscal impact.	$0.00

Town of Dundee
Evaluation and Appraisal Report
Amee Bailey

Town of Dundee Evaluation & Appraisal Report (EAR) Summary

Executive Summary

This report summarizes the Evaluation and Appraisal Report (EAR) information for the Town of Dundee, prepared by Ameé Bailey of GeoPlanning Solutions. The primary agenda of this review covers the Comprehensive Plan, the EAR Process, Current Conditions, Statutory Requirements, and Next Steps.

Comprehensive Plan Overview

The Comprehensive Plan is required by Florida Statutes and provides a long-term vision for the town. Its primary purposes include:

- It identifies long-term needs and community resources.
- It guides future growth and public infrastructure investment.
- It creates Goals, Objectives, and Policies.
- It serves as the basis for the Land Development Code.

The 2030 Comprehensive Plan for the Town of Dundee was originally adopted on October 26, 2010, and later updated on June 28, 2022. The plan consists of an Administrative Section along with multiple specific elements, including Future Land Use, Transportation, Housing, Infrastructure, Conservation, Recreation and Open Space, Intergovernmental Coordination, Capital Improvements, Public School Facility, and Property Rights, as well as Definitions, Acronyms, and the Evaluation & Appraisal Report.

Twenty-four Comprehensive Plan Amendments have been processed between 2018 to 2024. Fifteen of the amendments were related to Future Land Use Map Amendments, six (6) were Site Specific amendments and three (3) were text amendments. Additional Town

ordinances have been adopted that will need to be incorporated into the Comprehensive Plan. Such ordinances are associated with the studies listed below.

Evaluation and Appraisal Report

- Required by Florida Statutes
- Completed every 7 years
- Update minimum 10-year planning period
- Reflect changes in state requirements
- Opportunity to address new community concerns
- Single amendment to address all changes

The timeline for addressing the Evaluation and Appraisal Report is established by statutes. The seven (7) year period identifies when each community must report to the state. The Letter was due to the Florida Commerce by October 1, 2024. After which the Town has eighteen (18) months after the Letter to address the required amendments.

The Town will proceed with the EAR process through the following stages:

- Draft Amendments.
- Staff Review.
- Planning and Zoning Board review.
- Town Commission review.

Current Conditions & Town Profile

The Town of Dundee encompasses approximately 12 square miles and is located in Southwest Polk County, nestled between US 27 and US 17. Born from the citrus industry,

the town was initially incorporated in 1921 and then incorporated as the Town of Dundee in 1924.

The presentation outlined the following demographic and socioeconomic data for the town:

- **Population:** As of 2020, the total population is 5,235, with a median age of 33. The population demographics show 25.1% are under 18 years old, and 16.5% are over 65.
- **Language:** The primary languages are English (54.5%) and Spanish (45.4%).
- **Housing:** There are 2,242 total housing units, with 1,853 occupied, yielding an average of 3.25 individuals per unit. The median rent is $1,600, and the home ownership rate is 67%.
- **Employment:** The town has an employment rate of 56%. Commuting statistics indicate 35.8% commute, with the breakdown being 76.2% driving alone, 11.5% carpooling, 1.9% walking/biking, and 7.7% working from home.
- **Income:** The median income is $41,550, while the poverty rate sits at 28%.
- **Education:** Educational attainment rates show 39% hold a High School diploma, 7.5% hold an Associate's degree, and 9.3% hold a Bachelor's degree or higher. The K-12 enrollment rate is 71.7%.

Recent Studies and Infrastructure Analysis

Several recent studies have been completed or are underway to analyze current data and infrastructure facilities:

- **Potable Water & Wastewater:** Infrastructure planning is supported by the 2023 Water Supply Plan, the 2023 Wastewater Study, the 2024 Polk County Utility Rate and Connection Fee Study, and the 2024 Riner Water Treatment Plant Capacity Evaluation. These analyses focus on updating the Level of Service (LOS), projected demands, capital improvements, and reclaimed water feasibility.

- **Transportation:** The 2024 Transportation Impact Fee Study and Fee Schedule Update assess roadway classifications and capacity, as well as proposed roadway improvements.

Additional data and analysis cover Parks, Recreation & Cultural resources (such as parks, the community center, the library, and amenities), Public Safety (the fire station and PCSO), Utilities/Administration (stormwater), and Facilities (encompassing budget, finance, and the Capital Improvement Plan).

Each of the studies also include population projections for the Town. The studies provide a range of projections for 2030 to 2063. This information provides sufficient projects to support the comprehensive planning requirements to reflect the mandatory 10- and 20-year statutory planning parameters from 2030 to 2040 and 2060.

The 2023 Wastewater Study provides for a growth rate of 5.02% from 2016-2023. The projections for 2022-2033 were based on functional population growth and the 2034-2063 projections were based on development build-out. The 2024 Transportation Impact Fee Study and Fee Schedule Update – Technical Report provides for a growth rate of 4.2% between 2023-2045. The studies provide a projection for 2040 of between 10,000 to 25,000 people. The Town's Low Density Residential (LDR) Future Land Use allows for a maximum of 5 residential dwellings per acre. The LDR accounts for 4,681 acres within the Town, which holds the possibility of 23,405 units. Therefore, the Town already has sufficient land use allocations to support the projected population.

- **Existing Land Use:** The majority of existing land use is designated as Agricultural (AGR), which represents 3,973 units or 57% of the total.
- **Future Land Use:** Looking ahead, the predominant future land use is designated as Low Density Residential (LDR), projected at 4,681 units or 75%.

Next Steps

Based on the legislative shifts provided in the statutory requirements table attached, the EAR amendment should address updated definitions and references, Administrative Procedures and Concurrency (CMS), site specific policies and definitions, updated planning horizons with related maps, and incorporate Study details and updated Levels of Service (LOS). A breakdown of the specific sections and elements of the Town of Dundee 2030 Comprehensive Plan that require updates, modifications, or reviews are as follows:

1. Global Updates (Applicable to All Elements)

- **Planning Horizons:** Update all planning periods and horizons across every element to reflect the mandatory 10- and 20-year statutory planning parameters (F.S. 163.3177 & 163.3191).
- **Agency Nomenclature:** Update statutory references and definitions across all elements to match updated agency titles: change "Department of Economic Opportunity" to "Department of Commerce" (F.S. 163.3164).
- **City and County Nomenclature:** Updates references and definitions across all elements to match updated agency titles.
- **Provide for updated Level of Service Standards:** Incorporate updated levels of service based on adopted studies for the Town.

2. Future Land Use Element

- **Alternative Transportation & Mobility Systems:** Incorporate administrative and policy changes to allow alternative mobility-plan and fee-based systems, ensuring that single applicants satisfying proportionate-share requirements are not blocked from proceeding (F.S. 163.3180).
- **Accessory Dwelling Units (ADUs):** Conduct an optional review of Housing Policy 1.10 to evaluate options for permitting ADUs in any single-family residential zone without needing to prove a local shortage of affordable rentals (F.S. 163.31771).
- **Solar Generation Facilities:** Review site-specific policies to formally establish allowances for traditional solar facilities in all agricultural land use categories (F.S. 163.3205).
- **Floating Solar Facilities:** Review site-specific policies to ensure floating solar facilities are classified as a permitted use in appropriate land use categories (F.S. 163.32051).

- **Electrical Substations:** Review and update site-specific policies to accommodate approval processes for changes to existing distribution electric substations (F.S. 163.3208).
- **Sanitary Sewer and Basin Management Planning:** Update element features if the Town is subject to a Basin Management Action Plan and integrate a requirement for wastewater plans to directly address sanitary systems for developments exceeding 50 lots (F.S. 163.3177).
- **Natural Gas Resiliency Infrastructure:** Review land use categories to ensure natural gas resiliency facilities are classified as a permitted/allowable use within all commercial, industrial, and manufacturing designations (F.S. 163.3210).
- **Site Specific Policies:** Review information regarding the Towns' goals for these projects and determine if the goals and policies should be kept as is and leave current 2030 references, update, or removed.

3. Transportation Element

- **Administrative Procedures & Mobility Compliance:** Modify language regarding compliance requirements for funding systems, transitioning to mobility fee-based and mobility plan-based transportation models (F.S. 163.3180).
- **Deficiency Funding Restrictions:** Ensure policies prohibit alternative transportation systems from assigning the financial responsibility of clearing existing transportation deficiencies onto new developments (F.S. 163.3180).

4. Housing Element

- **Housing Policy 1.10 Evaluation:** Review Policy 1.10 regarding accessory dwelling units and evaluate affordable housing incentives (F.S. 163.31771).
- **Impact Fees Mitigation:** Note where impact fee updates align with statutory changes, keeping in mind that Capital Improvements Element (CIE) Policy 3.1 defers directly to the local Impact Fee Ordinance (F.S. 163.31801).

5. Infrastructure Element / Capital Improvements Element (CIE)

- **CIE Policy 3.1 Alignment:** Update or cross-reference policies to reinforce that CIE Policy 3.1 defers directly to the local Impact Fee Ordinance regarding minimum conditions, credit transfers, and calculating impact fees using localized data less than 4 years old (F.S. 163.31801).

- **Pollutant Load Projects:** Incorporate a schedule of required infrastructure projects geared toward achieving pollutant load reductions if the Town falls under a basin management action plan (F.S. 163.3177).
- **Mobility Infrastructure Fees:** Update administrative funding procedures to recognize mobility-plan and fee-based alternative transportation options (F.S. 163.3164 & 163.3180).

6. Conservation Element

- **Onsite Sewage & Septic System Approvals:** Update reference terminology within environmental policies to clarify that the Department of Environmental Protection (FDEP)rather than the Department of Health (DOH)—now regulates and approves onsite sewage treatment and disposal systems (F.S. 163.3180).

7. Recreation and Open Space Element

- **Administrative Mobility Frameworks:** Adjust administrative language to maintain consistency with the updated mobility fee frameworks and concurrency system modifications across the broader plan (F.S. 163.3180).

8. Intergovernmental Coordination Element (ICE)

- **County Interlocal Agreements:** Establish and confirm administrative procedures to execute interlocal agreements with Polk County regarding joint transportation impact fees and shared mobility frameworks (F.S. 163.3180).
- **Multijurisdictional Mobility Systems:** Address intergovernmental coordination workflows to seamlessly handle alternative mobility-plan models across overlapping municipal or county boundaries (F.S. 163.3180).

9. Public School Facilities Element

- **School Concurrency & Clearances:** Update administrative procedures requiring the district school board to notify the local government regarding available development capacity within 30 days of receiving a developer's binding commitment (F.S. 163.3180).
- **Mitigation Set-Asides:** Incorporate strict rules requiring any proportionate-share mitigation funds directed toward school capacity enhancements outside the active 5-year educational facilities plan to be safely set aside and held unspent until the project is formally identified (F.S. 163.3180).

10. Definitions and Acronyms Section

Update the section to append or refine definitions for the following state-mandated terms:

- **Development:** Revise definition parameters under subsection (4)(b) (F.S. 163.3221).
- **Sector Plans:** Introduce standard terminology definitions (F.S. 163.3245).
- **Master Development Plan / Master Plan:** Add statutory definitions (F.S. 163.3164).
- **Farm Operation:** Update to align with uniform agricultural land definitions (F.S. 163.3162 & 163.3163).
- **Solar Facility & Floating Solar Facility:** Integrate precise facility definitions (F.S. 163.3205 & 163.32051).
- **Distribution Electric Substation:** Clarify parameters for utility changes (F.S. 163.3208).
- **Resiliency Facility:** Define under new natural gas infrastructure protocols (F.S. 163.3210).
- **Mobility Fee & Mobility Plan:** Define explicitly to support alternative transportation systems (F.S. 163.3164).
- **State Land Planning Agency / Department / Office:** Formal update to signify the Department of Commerce (F.S. 163.3164).

11. Administrative Section

- **Small-Scale Amendments Limit:** Update the standard small-scale development amendment land limitations to a maximum of 50 acres or fewer, altering the administrative approval rules accordingly (F.S. 163.3187).
- **Legal Challenges & Cost Recovery:** Revise procedural text to address updated summary court rules and clarify that prevailing parties in plan compliance challenges are legally entitled to recover attorney fees and associated costs (F.S. 163.3215 & 163.3184).
- **Plan Transmission Deadlines:** Insert explicit compliance timelines requiring the Town to transmit finalized, adopted comprehensive plan amendments to the state land planning agency within 10 working days of the final adoption hearing to prevent them from being automatically deemed withdrawn (F.S. 163.3184).

Town of Dundee
Evaluation and Appraisal Report
Amee Bailey

Last EAR update

1. Ordinance 18-07
2. Updated Definitions
3. 1/22/19

Amendments since EAR

1. 13 FLUM amendments
    a. Ordinance 19-05
    b. Ordinance 19-13
    c. Ordinance 20-08
    d. 20-10
    e. 20-12
    f. 21-02
    g. 21-09
    h. 21-17
    i. 21-31
    j. 21-33
    k. 22-08
    l. 22-13
    m. 22-19
2. Removal of Site Specific Amendments – FLU Element
    a. Ordinance 19-12 - Condition 2.14(C)
    b. Ordinance 21-01 - Condition 2.14(B)
    c. Ordinance 21-15 - Condition 2.14(L)
    d. Ordinance 21-16 - Condition 2.14(N)
    e. Ordinance 22-09 - Condition 2.14(F)
3. Property Rights Element
    a. Added
    b. 11/09/21
4. Last Amendment
    a. Incorporated
        i. Ordinance 22-19 06/28/22
    b. Outstanding
        i. Ordinance 23-02 – 04/11/23
            1. Water LOS – 115 gpcd
        ii. Ordinance 23-10 – 05/14/24

Com Plan Observations

1. Chapter 9J-5 repealed in 2011
    a. Remove measurable targets
    b. Update definitions
2. Similar pattern since 2010 EAR
    a. Update to 2030 Plan
    b. FLUM
    c. Removal of Site Specific Conditions
    d. Update CIP
    e. Water Supply Plan update
3. Administrative Section should be removed and used as administrative policies
4. Plans and required studies search
5. Update goals with year for attainment
6. Site Specific conditions through the 2030 Planning Horizon
7. Defer to School Board plans rather than have outdated info

Other Studies

1. 2005 Water, Wastewater and Reclaimed water Master Plan
2. 2025 WUP 2045
3. 2024 Polk County Utility Rate and Connection Fee Study
    a. LOS
        i. Water 250 GPD
        ii. Wastewater 200 GPD
4. 2024 Transportation Impact Fee Study and Fee Schedule Update – Technical Report
    a. September 2024
    b. ESRP
    c. Population
        i. 2000-2022
        ii. 2023-2045 estimate Growth rate of 4.2%
    d. Proposed roadway improvements
    e. Roadway classifications and capacity
5. 2024 Riner Water Treatment Plant Capacity Evaluation
    a. Capacity to Serve Woodland Ranch Estates
6. 2023 Water Supply Plan
    a. 10-year study
    b. Population projections 2040
    c. Projected Water Demand
    d. Amendments to Comprehensive Plan
    e. LOS – 115 gdcd

7. 2023? Wastewater Study
    a. Chapter 6 of CHA
    b. Population projections
        i. Sources
            1. Another study
            2. Public Supply Annual Report
            3. SWFWMD calculator
            4. Buildout of FLU and know developments
        ii. 2016-2023 Historic growth rate of 5.02%
        iii. 2022-2033 Functional population growth
        iv. 2034-2063 Development build out
    c. Wastewater flow projections
    d. Reclaimed water use feasibility
        i.

F.S. 163	Chapter law Changes Since 2017	Description	Related Comp Plan Element	Comment
163.3221	2018-34, section 1	**Florida Local Government Development Agreement Act,** • Amends the definition of "development" within subsection (4)(b)	Definitions and Acronyms Section	Update definitions
163.3245	2018-158, section 7,	**Sector Plans,** • Updates statutory cross references within subsection (3)(e) and subsection (12). • Revises subsection (6) to amend the requirements associated with a master development approval.	N/A Definitions and Acronyms Section	No Sector Plans adopted Add definition
163.3246	2018-158, section 8,	**Local Government Comprehensive Planning Certification Program,** • Updates the Local Government Comprehensive Planning Certification Program to modify language of subsections (11), (12), and (14) referencing Developments of Regional Impact.	N/A	The City is not Certified
163.3164	2018-158, section 21	**Community Planning Act; Definitions,** • Renumbers existing subsections (31) through (51) as (32) through (52) and adds a new subsection (31) to define "master development plan" or "master plan".	Definitions and Acronyms Section	Add definition
163.3177	2019-3, section 31	**Required and Optional Elements of Comprehensive Plan; Studies and Surveys,** • Updates statutory reference related to affordable workforce housing within subsection (6)(f).	Housing Element	No changes needed
163.31801	2019-106, section 1	**Impact Fees; Short Title; Intent; Minimum Requirements; Audits; Challenges** • Revises the section's title.	Housing Element, Capital Improvement Element, Public School Element	Later revisions supersede

		• Amends language of paragraphs (a) through (d) of subsection (3) to clarify the local government responsibilities related to impact fees. • Adds new paragraphs (e) through (i) to subsection (3) to amend the minimum requirements for the adoption of impact fees by specified local governments and note restrictions to the allowable uses of those impact fees. • Adds a new subsection (6), which exempts water and sewer connection fees from the Florida Impact Fee Act.		
163.3175	2019-144, section 1	**Legislative Findings on Compatibility of Development with Military Installations; Exchange of Information Between Local Governments and Military Installations,** • Redesignates existing paragraphs (i) through (n) of subsection (2) as paragraphs (j) through (o). • Adds new paragraphs (i) and (p) to subsection (2) to specify additional local governments that must coordinate with certain military installations regarding the compatibility of land development.	N/A	
163.3209	2019-155, section 2	**Electric Transmission and Distribution Line Right-of-way Maintenance,** • Removes language the requiring local government approval of a property owner's request for electric utilities to perform certain right-of-way vegetation and tree maintenance.	Definitions and Acronyms Section	No changes needed
163.3187	2019-157, section 1	**Process for Adoption of Small-Scale Comprehensive Plan Amendment,** • Removes subsection (1)(b), which specified the cumulative annual acreage maximum of adopted small-scale comprehensive plan amendments.	Administrative Section	No Changes needed
163.3167	2019-165, section 3	**Scope of Act,**	N/A	

		• Amends subsection (3) to require local governments that have adopted comprehensive plans after January 1, 2019 to incorporate into their comprehensive plans development orders that existed before the comprehensive plan's effective date.		
163.3180	2019-165, section 4	**Concurrency (Chapter 2019-165, section 4, Laws of Florida)** • Amends subsection (5)(i) to clarify compliance requirements for a mobility fee-based funding system. • Revises subsection (6)(h)2.b. to require a local government to credit certain contributions, constructions, expansions, or payments toward any other impact fee or exaction imposed by local ordinance for public educational facilities and provides the requirements for the basis of that credit.	Future Land Use Element, Transportation Element, Recreation and Open Space Element, Intergovernmental Coordination Element, Capitol Improvement Element, Public School Facilities Element, Administrative Section	Address Administrative Procedures
163.31801	2019-165, section 5	**Impact Fees; Short Title; Minimum Requirements: Audits;** • Amends subsection (3) to add minimum conditions that certain impact fees must satisfy. • Renumbers existing subsections (4) and (5) as subsections (6) and (7). • Adds a new subsection (4) to require local governments to credit against the collection of an impact fee any contribution related to public education facilities.	Housing Element, Capital Improvement Element, Public School Element	CIE Policy 3.1 Defers to impact Fee Ordinance

		• Adds subsection (5) so that if a local government increases its impact fee rates then the holder of impact fee credits is entitled to the full benefit of the intensity or density of the credit balance as of the date it was established and renumbers subsequent subsections. • Amends renumbered subsection (7) to provide that in certain actions, the local government has the burden of proving by a preponderance of the evidence that the imposition or amount of certain required dollar-for-dollar credits for the payment of impact fees meets certain requirements and prohibits the court from using a deferential standard for the benefit of the government. • Adds subsection (8) to authorize a local government to provide an exception or waiver for an impact fee for the development or construction of affordable housing, and in doing such is not required to use any revenues to offset the impact. • Adds subsection (9) to clarify that this section does not apply to water and sewer connection fees.		
163.3202	2019-165, section 6	**Land Development Regulations** • Adds paragraph (j) to subsection (2) to require preexisting development orders to be incorporated into local land development regulations.	N/A	
163.3215	2019-165, section 7	**Standing to Enforce Local Comprehensive Plans Through** • Amends subsection (8)(a) to provide that either party is entitled to a certain summary procedure in certain court proceedings. • Adds subsection (8)(b) clarifying how a court may find a summary procedure does not apply.	Administrative Section	Address Administrative Procedures

		• Adds subsection (8)(c), which provides that a prevailing party in a challenge to certain development orders can be entitled to recover certain fees and costs.		
163.3178	2020-2, section 27	**Coastal Management** • Amends subsection (2)(k) to update statutory references. • Revises paragraphs (b) and (c) within subsection (8) to remove outdated deadlines.	N/A	
163.31771	2020-27, section 4	**Accessory Dwelling Units** • Amends subsections (3) and (4) to allow a local government to adopt an ordinance allowing accessory dwelling units to be located in any area zoned for single family residential use and removes the requirement that the ordinance be conditioned upon a finding that there is a shortage of affordable rentals within the jurisdiction.	Future land Use Element, Housing Element	Optional: Review Housing Policy 1.10, add definition, evaluate options
163.31801	2020-27, section 5	**Impact Fees; Short Title; Intent; Minimum Requirements; Audits; Challenges** • Adds subsection (10) and supporting paragraphs (a) through (e) to address the data on impact fee charges that must be reported in an annual financial report by a county, municipality, or special district. • Amends subsection (3)(d) to specify that a new or increased impact fee may not be charged to current or pending permit applications submitted before the effective date of an ordinance or resolution imposing such an impact fee unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant. • Amends subsection (4) to clarify that a local government must provide credit against the collection of an impact fee of any contribution related to public education facilities	Housing Element, Capital Improvement Element, Public School Element	CIE Policy 3.1 Defers to impact Fee Ordinance

		regardless of any charter provision, comprehensive plan policy, ordinance, or resolution. • Renumbers existing subsections (8) and (9) as subsections (9) and (10). • Adds a new subsection (8) that sets forth the provisions by which impact fee credits are assignable and transferable and renumbers subsequent subsections.		
163.3168	2020-122, section 2	**Planning Innovations and Technical Assistance** • Adds subsection (4) providing guidance to the state land planning agency when selecting applications for technical assistance funding to give preference to counties with a population of 200,000 or less, and to municipalities located within such counties, in determining whether the area in and around a proposed multiuse corridor interchange as described in section 338.2278, F.S., contains appropriate land uses and protections and aiding in amending a comprehensive plan to provide such appropriate land uses and protections.	N/A	
163.3180	2020-150, section 28	**Concurrency (Chapter 2020-150, section 28, Laws of Florida)** • Amends subsection (2) to alter the governmental entity that approves onsite sewage treatment and disposal systems from the Department of Health to the Department of Environmental Protection.	Conservation Element, Definitions and Acronyms Section	Update references
163.3162	2021-7, section 6	**Agricultural Lands and Practices,** • Reenacts subsection (2)(b) to provide a definition for "Farm operation."	Definitions and Acronyms Section	Update definition
163.3163	2021-7, section 7	**Applications for Development Permits; Disclosure and Acknowledgement of Contiguous Sustainable Agricultural Land,**	Definitions and Acronyms Section	Update definition

		• Reenacts subsection (3)(b) to provide a definition for "Farm operation."		
163.31801	2021-63, section 1	**Impact Fees; Short Title; Intent; Minimum Requirements; Audits; Challenges,** • Adds a new subsection (3) to define "Infrastructure" and "Public facilities." • Renumbers existing subsections (3) through (11) and rewords existing subsections (3), (5), (6), (8), and (11) for clarity. • Amends existing subsection (4) to provide additional regulations pertaining to impact fee credits. • Adds a new subsection (6), which prescribes the circumstances under which impact fees may be increased, sets forth limitations on those fee increases, and notes that this section applies retroactively to January 1, 2021.	Housing Element, Capital Improvement Element, Public School Element	CIE Policy 3.1 Defers to impact Fee Ordinance
163.3168	2021-161, section 1 and 2021-186, section 1	**Planning Innovations and Technical Assistance** • Repeals existing subsection (4) that directed the state land planning agency to give preference when selecting applications for funding for technical assistance to counties with a population of 200,000 or less, and to municipalities within those counties, for assistance in determining whether the area in and around a proposed multiuse corridor interchange contains appropriate land uses and natural resource protections and amending a comprehensive plan to provide for such land uses and protections.	N/A	
163.3205	2021-178, section 1	**Solar Facility Approval Process,** • Creates section 163.3205, F.S., which applies to sites that are subject to an application to construct a solar facility submitted to a local government on, or after, July 1, 2021, to encourage renewable solar electrical generation, define	Future land Use Element, Definitions and Acronyms Section	Review site specific policies and definition

		"solar facility", and set forth an allowance for solar facilities in all agricultural land use categories in a local government comprehensive plan and all agricultural zoning districts in an unincorporated area.		
163.3167	2021-195, section 1	**Scope of Act** • Amends subsection (3) to clarify that requirements pertaining to development orders and their incorporation and interaction with comprehensive plans are specifically related to plans for municipalities incorporated after January 1, 2016.	N/A	
163.3177	2021-195, section 2	**Required and Optional Elements of Comprehensive Plan; Studies and Surveys** • Adds subsection (6)(i) which requires each local government to include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decision making. The statute also provides a statement of rights local governments may adopt in order to meet these requirements.	Property Rights Element	No Changes needed
163.3237	2021-195, section 3	**Amendment or Cancellation of a Development Agreement** • Amends this section to allow a party to a development agreement and a local government to amend or cancel a development agreement without consent of other affected property owners unless the amendment or cancellation will modify the allowable uses or entitlements on such owner's property.	N/A	
163.3202	2021-201, section 1	**Land Development Regulations** • Adds new subsection (5) to specify that land development regulations relating to building design elements may not be applied to a single-family or two-family dwelling except under certain listed conditions.	Future Land Use Element	No changes needed

163.3167	2021-206, section 1	**Scope of Act** • Revises subsection (5) to allow landowners with a development order approved before the municipality was incorporated to abandon said development order and develop the order's vested density and intensity as long as the vested uses, density, and intensity are consistent with the municipality's comprehensive plan and all existing concurrency obligations in the development order remain in effect.	N/A	
163.3187	2021-206, section 3	**Process for Adoption of Small-Scale Comprehensive Plan Amendment** • Amends subsection (1)(a) to increase the small-scale development amendment limit to 50 acres or fewer. • Revises subsection (3) pertaining to small-scale development amendments for sites within a rural area of opportunity to allow a 100 percent increase to the 50-acre acreage limit now included in subsection (1)(a).	Administrative Section	Address Administrative Procedures
163.32051	2022-83, section 1	**Floating Solar Facilities,** • Creates 163.32051, which provides legislative findings regarding floating solar facilities. • Defines the term "floating solar facility." • Requires a floating solar facility to be a permitted use in the appropriate land use categories and requires local governments to amend their land development regulations to promote expanded uses of floating solar facilities. • Authorizes a county or municipality to specify buffer and landscaping requirements, which may not exceed the requirements for similar uses involving the construction of other solar facilities permitted in agricultural land use categories and zoning districts.	Future land Use Element, Definitions and Acronyms Section	Review site specific policies and definition

		• Provides exceptions to the construction of floating solar facilities in an Everglades Agricultural Area reservoir project if it is determined to have negative impacts on the project.		
163.3180	2022-122, section 1	**Amending Concurrency,** • Amends subsection (6)(h)2. to revise provisions specifying when school concurrency is deemed satisfied. • Requires the district school board to notify the local government that capacity is available for development within 30 days after receipt of the developer's legally binding commitment. • Specifies that any proportionate-share mitigation directed toward a school capacity improvement not identified in the 5-year school board educational facilities plan must be set aside and not spent until such an improvement has been identified.	Future Land Use Element, Transportation Element, Recreation and Open Space Element, Intergovernmental Coordination Element, Capitol Improvement Element, Public School Facilities Element, Administrative Section	Address Administrative Procedures and Public School Facilities Element
163.3175	2022-183, section 5	**Updating Military Base Names,** • Amends paragraph (n) subsection (2) to update two military base names to Patrick Space Force Base and Cape Canaveral Space Force Station, associated with Brevard County and Satellite Beach.	N/A	
163.3178	2022-204, section 2	**Coastal Management,** • Reenacts Subsections (2)(k), (5), and (6) to incorporate the amendment made to Section 311.09 by Chapter 2022-204, Laws of Florida, adding Putnam County to the Florida Seaport Transportation and Economic Development Council.	N/A	

163.3177	2023-31, section 1	**Required and optional elements of comprehensive plan; studies and surveys** • Revision to Paragraph (a) of subsection (5) the planning periods that must be included in a comprehensive plan (10 and 20 years)	All Elements	Update Planning Horizons
163.3191	2023-31, section 2	**Evaluation and appraisal of comprehensive plan** • Revision to Subsection (1) the planning periods that must be included in a comprehensive plan (10 and 20 years), requiring affidavit attesting compliance and 10 year planning period. • Amending Subsection (1), (2), (3), language requiring, rather than encouraging. • Amending Subsection (3) requiring elements must be processed in the same plan amendment cycle • Amending Subsection (4) setting one-year deadline from affidavit for amendments, otherwise prohibiting a local government from initiating or adopting any publicly initiated plan amendments to its comprehensive plan under certain circumstances • Creates Subsection (5) requiring the state land planning agency to provide population projections if a local government fails to update its comprehensive plan; requiring the local government to update its comprehensive plan within 3 months after receiving the population projections and to transmit the update within a 12 months; and authorizing the local government to provide certain alternative population projections under certain circumstances;	All Elements	Update Planning Horizons
163.3202	2023-31, section 3	**Land development regulations** • Amending Subsection (5)(a) items (6) and (7) revising exceptions to add dates for applicability of land	N/A	No Arc Board

		development regulations by 07/01/2023 and an Arc Board prior to 01/01/2020		
163.3208	2023-31,	**Substation approval process** • Amends Subsection (2) definitions "distribution electric substation"; • Amends Subsection (3), (4), (5), (6), (7) and (8) revising the substation approval process to include applications for changes to existing electric substations;	Future Land Use Element, Definitions and Acronyms Section	Review site specific policies and definition
163.3184	2023-115; Section 1	**Process for adoption of comprehensive plan or plan amendment** • Amends Subsection (5)(g) providing that the prevailing party in a challenge to a plan or plan amendment is entitled to recover attorney fees and costs;	N/A	
163.3187	2023-115; Section 2	**Process for adoption of small scale comprehensive plan amendment** • Amends Subsection (5)(a) providing that the prevailing party in a challenge to the compliance of a small scale development order is entitled to recover attorney fees and costs;	N/A	
163.3202	2023-115; Section 3	**Land development regulations** • Amends Subsection (6) applicability of regulations land development regulations relating to any characteristic of development other than use, or intensity or density of use, do not apply to Florida College System institutions as defined in s. 1000.21(3).	N/A	
163.3215	2023-115; Section 4	**Standing to enforce local comprehensive plans through development orders** • Amends Subsection (3) and (4) making technical changes; Removes consistency with comp plan for appeals requirement	N/A	

163.3177	2023-169, Section 1	**Required and optional elements of comprehensive plan; studies and surveys** • Amends Subsection (3)(a) revising the schedule to include a list of projects necessary to achieve the pollutant load reductions attributable to the local government, as established in a basin management action plan pursuant to s. 403.067(7) • Amends Subsection (6)(c) prioritize advances waste treatment and address sewer treatment plans for development over 50 lots with on-site treatment by 07/01/24 unless a rural area of opportunity under s. 288.0656	Capital Improvement Element Future Land Use Element,	Update if Town has a Basin Management Plan Add requirement for Waste Water Plan to addresses sanitary system requirements
163.2517	2023-309, Section 8	**Designation of urban infill and redevelopment area.** • Amends cross reference in Subsection (5)	N/A	
163.3181	2023-309, Section 9	**Public participation in the comprehensive planning process; intent; alternative dispute resolution** • Amends cross reference in Subsection (3)(a)	N/A	
163.321	2023-309, Section 10	**Standing to enforce local comprehensive plans through development orders** • Amends cross reference in Subsection (4)(a)	N/A	
163.3167	2023-305	**Scope of act** • Creating Subsection (8) prohibiting an initiative or referendum process in regard to any land development regulation	N/A	
163.11	2024-2	**Biscayne Bay** • Amends Subsection (7) to remove initial report date • Amends cross reference in Subsection (6) • Remove Subsection (6)	N/A	

163.3164 163.3756 163.503 163.5055 163.506 163.508 163.511 163.512	2024-6, Section 26 - 35	**Community Planning Act; definitions** • Amends definitions • "State land planning agency" means the Department of Commerce • "Department" means the Department of Commerce Economic Opportunity. Economic Opportunity. • "Office" means the Office of Urban Opportunity within the Department of Commerce Economic Opportunity.	All Elements	Update references and definitions
163.3175	2024-22, Section 1	**Legislative findings on compatibility of development with military installations; exchange of information between local governments and military installations and ranges.** • Amends Subsection (2) adding ranges to the requirement for local governments to cooperate with certain major military installations and ranges to encourage compatible land use in associated areas	N/A	
163.3756	2024-136 Section 1	**Inactive community redevelopment agencies** • Section 163.3756 repealed	N/A	
163.504	2024-136 Section 2	**Safe neighborhood improvement districts; formation authorized by ordinance; jurisdictional boundaries; prohibition on future creation.** • Creating Subsection (2) A safe neighborhood improvement district may not be created on or after July 1, 2024. A safe neighborhood improvement district in existence before July 1, 2024, may continue to operate as provided in this part.	N/A	No designated areas
165.0615	2024-136 Section 3	**Municipal conversion of independent special districts upon elector-initiated and approved referendum** • Section 165.0615 repealed	N/A	

163.3210	2024-186, Section 1	**Natural gas resiliency and reliability infrastructure.** • Creating Section • Creating Definitions, natural gas, natural gas reserve, public utility, and resiliency facility. • Creating Subsection (3) A resiliency facility is a permitted use in all commercial, industrial, and manufacturing land use categories in a local government comprehensive plan and all commercial, industrial, and manufacturing districts. Limited buffering • Creating Subsection (4) After July 1, 2024, a local government may not amend its comprehensive plan, land use map, zoning districts, or land development regulations in a manner that would conflict with a resiliency facility's classification as a permitted and allowable use.	Future land Use Element, Definitions and Acronyms Section	Review site specific policies and definition
163.211	2024-212 Section 1	**Licensing of occupations preempted to state.** • Amends Subsection (2)(a) extending the preemption of occupational licenses to the state to July 1, 2025	N/A	
163.3167	2024-234 Section 1	**Scope of act** • Creating Subsection (8)(d) A citizen-led county charter amendment that is not required to be approved by the board of county commissioners preempting any development order, land development regulation, comprehensive plan, or voluntary annexation is prohibited unless expressly authorized in a county charter that was lawful and in effect on January 1, 2024.	N/A	
163.3175	2024-234 Section 2	**Legislative findings on compatibility of development with military installations; exchange of information between local governments and military installations.** • Amends Subsection (3) redefine Florida Defense Support Task Force as direct-support organization created in s. 288.987	N/A	

163.3184	2024-234 Section 3	**Process for adoption of comprehensive plan or plan amendment** • Amends Subsection (3)(c) and (4)(e) providing that amendments are deemed withdrawn if the local government fails to transmit the comprehensive plan amendments to the department, within 10 working days after the final adoption hearing, the amendments are deemed withdrawn	Administrative Section	Address Administrative Procedures
163.3164	2024-266 Section 1	**Community Planning Act; definitions** • Creating Definitions, mobility fee, mobility plan	Future Land Use Element, Transportation Element, Intergovernmental Coordination Element, Capitol Improvement Element, Definitions and Acronyms Section Administrative Section	Address Administrative Procedures and add definitions
163.3180	2024-266 Section 2	**Concurrency** • Amends Subsection (5)(h) and (i) revising requirements relating to agreements to pay for or construct certain improvements; authorizing certain local governments to adopt an alternative transportation system that is mobility-plan and fee-based in certain circumstances; A local government may not prevent a single applicant from proceeding after the applicant has satisfied its proportionate-share requirement if the applicant has satisfied all other local government development	Future Land Use Element, Transportation Element, Intergovernmental Coordination Element, Capitol Improvement Element, Definitions and	Address Administrative Procedures and add definitions Confirm adoption of Interlocal with Polk County

		requirements for the project. prohibiting an alternative transportation system from imposing responsibility for funding an existing transportation deficiency upon new development; • Creating Subsection (5)(j) requiring counties and municipalities to create and execute interlocal agreements if a developer is charged a fee for transportation impacts for a new development or redevelopment; providing requirements for such agreements; providing requirements for when such interlocal agreements are not executed by a specified date; authorizing a local government that issues the building permit to collect a fee for transportation impacts under certain circumstances unless otherwise agreed; Update Interlocal with county by 10/1/25	Acronyms Section Administrative Section	
163.31801	2024-266 Section 3	**Impact fees; short title; intent; minimum requirements; audits; challenges** • Amends Subsection (4)(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee • Amends Subsection (5)(a) requiring local governments transitioning to alternative transportation systems to provide holders of impact fee credits with full benefit of intensity and density of prepaid credit balances as of a specified date in certain circumstances	Housing Element, Capital Improvement Element, Public School Element	CIE Policy 3.1 Defers to impact Fee Ordinance

FLORIDACOMMERCE

Ron DeSantis GOVERNOR
J. Alex Kelly SECRETARY

September 30, 2024

RESPONSE VIA E-MAIL ONLY

Ms. Lorraine Peterson
Assistant Town Manager
Town of Dundee
555 East Church Street
Bartow, Florida 33830

Subject: Evaluation and Appraisal Notification Acknowledgement Letter

Dear Ms. Peterson:

This is to acknowledge receipt of your Evaluation and Appraisal Notification Letter, which was due on October 1, 2024 and received by FloridaCommerce on September 24, 2024.

Please note that your proposed comprehensive plan amendments based on your Evaluation and Appraisal should be transmitted to FloridaCommerce by September 24, 2025, within one year of your notification, pursuant to Section 163.3191(2), Florida Statutes (F.S.). The amendments are subject to the State Coordinated Review Process as outlined in Section 163.3184(4), F.S. Please also be aware that Section 163.3191, F.S., was amended to read in part "updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle."

Scott Rogers of FloridaComerce's staff is available to assist and provide technical guidance to your questions concerning the contents of the Evaluation and Appraisal based comprehensive plan amendments and may be reached at (850)717-8510.

If you have any questions concerning the processing of the Evaluation and Appraisal based amendment, please contact Donna Harris, Plan Processor, at (850)717-8491 or by email at Donna.Harris@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Bureau Chief
Bureau of Community Planning and Growth

JDS/dh

An equal opportunity employer/program. Auxiliary aids and service are availa upon request to individuals with disabilities. All voice telephone numbers on document may be reached by persons using TTY/TTD equipment via the Flor Relay Service at 711.

September 24, 2024 **Via Upload and Email**

Donna Harris
Plan Review and Processing
Florida Commerce
The Caldwell Building
107 E. Madison Street – MSC 160
Tallahassee, Florida 32399-4120

RE: Town of Dundee 2024 Evaluation and Appraisal Report (EAR) Notification Letter

Dear Ms.Harris:

Per the Evaluation and Appraisal Notification Schedule posted on the Florida Commerce's website, the Town of Dundee must make a determination as to whether the need exists to amend the Comprehensive Plan to reflect changes in state requirements since the last time the Town's Comprehensive Plan was updated by October 1, 2024.

Based upon thorough evaluation of the Town's Comprehensive Plan, it has been determined that comprehensive plan amendments are necessary to address changes to state planning requirements which have occurred since the update of the Town's Comprehensive Plan, to extend the Comprehensive Plan to the required minimum planning periods, and to update the population projections as required through Florida Statutes. The Town is working to complete amendments by October 1, 2025.

Should you have any questions, please contact me at (863) 438-8330 ext 233 or at lpeterson@townofdundee.com.

Sincerely,

Lorraine Peterson
Assistant Town Manager/Development Services Director

Attachment: 2024 Town of Dundee Evaluation and Appraisal Report Affidavit

cc: Sam Pennant, Mayor Town of Dundee

TOWN OF DUNDEE EVALUATION AND APPRAISAL AFFIDAVIT

I, Sam Pennant, Mayor of the Town of Dundee, Polk County, Florida and do hereby certify, swear, or affirm under the penalty of perjury that I am competent to give the following declaration based on my personal knowledge, and that the following statement is true and correct to the best of my knowledge:

1. This affidavit is provided consistent with the requirements of Florida Statute 163.3191(1).

2. The Town of Dundee Comprehensive Plan must be updated to address changes to state planning requirements which have occurred since the update of the Town's Comprehensive Plan, to extend the Comprehensive Plan to the required minimum planning periods, and to update the population projections as required through Florida Statutes.

3. As Part of the Evaluation and Appraisal Report based amendments, all elements of the Town of Dundee Comprehensive Plan will comply with Florida Statute 163.3191(1).

4. As Part of the Evaluation and Appraisal Report based amendments, the adopted Comprehensive Plan will cover a planning period of 10 years occurring after the plan's adoption and an additional 20-year period, as provided in required by s. 163.3177(5)(a), F.S.

5. The Evaluation and Appraisal Report based amendments will cite the source and date of the population projections used in establishing the 10-year planning period.

Further the affiant saith naught.

Samuel Pennant _____ 9-24-2024
(Print Name) (Sign Name) (Date)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 24 day of September, 2024, by, as, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public State of Florida
Melissa Glogowski
My Commission HH 071728
Expires 12/13/2024

Notary Public, State of Florida

Melissa Glogowski
Printed Name

My commission expires: 12/13/2024

TOWN OF DUNDEE
EVALUATION AND APPRAISAL REPORT (EAR) OF THE TOWN'S COMPREHENSIVE PLAN

EAR LETTER AND AFFIDAVIT

TO: Town of Dundee, Town Commission

AGENDA DATE: September 24, 2024

REQUESTED ACTION: **APPROVE THE EAR AFFIDAVIT AND AUTHORIZE THE MAYOR TO SIGN**

Evaluation and Appraisal Report (EAR):

Pursuant to Chapter 73C-49, Florida Administrative Code, at least every seven years, local governments shall determine whether the need exists to amend their Comprehensive Plan to reflect changes in state requirements and local trends since the last time the Comprehensive Plan was updated.

In addition, the EAR evaluates how successful the Town has been in addressing identified major land use planning issues through the implementation of its Comprehensive Plan. Based on this evaluation, the EAR recommends how the plan should be updated to further address objectives, changing conditions and trends affecting the community and changes in state requirements.

Submittal of EAR Notification Letter:
According to Florida Commerce Evaluation and Appraisal Report Notification Schedule, Dundee's Evaluation and Appraisal Affidavit is due October 1, 2024. The Town will submit an Evaluation and Appraisal notification letter to the State consistent with Florida Statutes 163.3191(1) to keep the Town in compliance with this due date. The notification letter package will include:

- Notification that amendments are necessary to reflect a minimum planning period of at least 10 years and to reflect changes in state requirements.

- An affidavit, signed by the mayor, attesting that all elements of the comprehensive plan will comply, will certify that the adopted comprehensive plan contains the minimum planning period of 10 years, and will cite the source and date of the population projections used in establishing the 10-year planning period.

Attachments:

Evaluation and Appraisal Affidavit
Section 163.3191, Florida Statutes

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	August 4, 2026	**Submitted By: Tracy Mercer, Public Utilities & Special Projects Director**			
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, VISTA DEL LAGO PHASE 4 OFFSITE POTABLE WATER MAIN EXTENSION AND REIMBURSEMENT AGREEMENT				
STAFF RECOMMENDATION: **(**MOTION READY)	A motion to approve the agreement for Vista Del Lago, Phase 4 offsite potable water main extension and reimbursement agreement				
SUMMARY *and/or* JUSTIFICATION:	Town staff has requested that the developer extend the proposed water main approximately 270 linear feet beyond the northern terminus of the Phase 4 water main, continuing north along Race Road to connect with the towns existing water main near Camp Endeavor Blvd. in order to create a fully looped water system and improve reliability of service to Phases 3 and 4 and the surrounding area.				
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*	Visa Del Lago Phase 4, Offsite Potable Water Main Extension and Reimbursement 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):*	Construction Extension Cost & Reimbursement		$17,127.75		

DEVELOPER'S AGREEMENT

OFFSITE POTABLE WATER MAIN EXTENSION AND REIMBURSEMENT AGREEMENT

VISTA DEL LAGO PHASE 4

Dr. Welch Road & Race Road, Dundee, Florida

THIS DEVELOPER'S AGREEMENT ("Agreement") is entered into as of the ___ day of _____, 20___, by and between the **TOWN OF DUNDEE**, a Florida municipal corporation ("Town"), and **VISTA DEL LAGO OF POLK COUNTY, LLC**, a Florida limited liability company ("Developer").

RECITALS

WHEREAS, Developer owns or controls certain real property located within the service area of the Town of Dundee, Polk County, Florida, known as Vista Del Lago Phase 4, more particularly described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, Developer is developing Vista Del Lago Phase 4, consisting of approximately 32 residential lots, and as part of that development is constructing an 8-inch DR18 PVC potable water main that: (i) connects to the existing 8-inch water main installed under Vista Del Lago Phase 3 at Hillcrest Drive; (ii) runs approximately 41 linear feet west to A.T. Race Road; and (iii) extends approximately 503 linear feet north and south along A.T. Race Road to serve the Phase 4 frontage (collectively, the "Phase 4 Water Main"); and

WHEREAS, the Town has requested that Developer extend the proposed water main approximately 270 linear feet beyond the northern terminus of the Phase 4 Water Main, continuing north along A.T. Race Road to connect with the Town's existing water infrastructure near Camp Endeavor Boulevard, in order to create a fully looped water system and improve reliability of service to Phase 3, Phase 4, and the surrounding area (the "Offsite Extension"); and

WHEREAS, the Offsite Extension lies outside the limits of the Vista Del Lago Phase 4 development and exceeds the infrastructure required to serve the Property; the Town acknowledges that the Offsite Extension benefits the Town's water distribution system as a whole and agrees to reimburse Developer a fixed lump sum amount of Seventeen Thousand One Hundred Twenty-Seven and 75/100 Dollars ($17,127.75) for the construction of the Offsite Extension, subject to the terms and conditions of this Agreement; and

WHEREAS, Developer is willing to construct the Offsite Extension concurrently with the Vista Del Lago Phase 4 water main improvements, as it is most cost-effective and practical to complete this work while construction is already underway in the corridor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 — DEFINED TERMS

1.1 "Facilities" means the offsite potable water main extension to be constructed by Developer at the Town's request, consisting of approximately 270 linear feet of 8-inch DR18 PVC water main extending north along A.T. Race Road from the northern terminus of the Phase 4 Water Main to the Town's existing water infrastructure near Camp Endeavor Boulevard, all as more particularly described in Exhibit C (Engineer's Plans) attached hereto. The Facilities are separate from and in addition to the Phase 4 Water

Main (approximately 41 LF + 503 LF) constructed by Developer within the limits of Vista Del Lago Phase 4.

1.2 "Property" means the real property described in Exhibit A.

1.3 "Town Standards" means the Town of Dundee's standard specifications, technical standards, and requirements applicable to potable water system construction, as amended from time to time.

ARTICLE 2 — CONSTRUCTION OF FACILITIES

2.1 Developer's Obligation. Developer shall, at its sole cost and expense, design, permit, and construct the Facilities in accordance with Town Standards and all applicable federal, state, and local laws, regulations, and ordinances.

2.2 Plans and Specifications. Prior to commencement of construction, Developer shall submit engineering plans and specifications prepared by a Florida-licensed professional engineer to the Town for review and approval. Construction shall not begin until written approval is received from the Town.

2.3 Permits. Developer shall be responsible for obtaining all required permits, including but not limited to Florida Department of Environmental Protection (FDEP) permits for the potable water main extension.

2.4 Inspection. All construction shall be subject to inspection by the Town or its designated representative. Developer shall provide reasonable advance notice prior to commencing construction and shall cooperate with all inspections.

2.5 As-Built Drawings. Upon completion of construction, Developer shall provide the Town with signed and sealed as-built drawings prepared by a Florida-licensed professional engineer.

ARTICLE 3 — COST AND REIMBURSEMENT

3.1 Developer's Construction Obligation. Developer shall design, permit, construct, and dedicate the Facilities at its own expense and risk. The Town's reimbursement obligation is a fixed lump sum as set forth in Section 3.2, regardless of Developer's actual construction cost. Developer acknowledges that the Town's obligation to pay the Reimbursement Amount is a material inducement for Developer's agreement to construct the Facilities.

3.2 Town's Reimbursement Obligation. Upon the Town's written acceptance of the Facilities pursuant to Section 4.2, the Town shall pay Developer a fixed lump sum of Seventeen Thousand One Hundred Twenty-Seven and 75/100 Dollars ($17,127.75) (the "Reimbursement Amount"), within forty-five (45) days of such acceptance. The Reimbursement Amount is fixed and shall not be adjusted based on Developer's actual construction costs, whether higher or lower. Developer assumes all risk of cost overruns and retains the benefit of any cost savings achieved.

ARTICLE 4 — DEDICATION AND ACCEPTANCE

4.1 Dedication. Upon satisfactory completion of construction and final inspection, Developer shall dedicate the Facilities to the Town free and clear of all liens, encumbrances, and claims.

4.2 Conditions to Acceptance. The Town's written acceptance of the Facilities, which shall trigger the Town's payment obligation under Section 3.2, is conditioned upon: (a) satisfactory completion of construction in accordance with approved plans and Town Standards; (b) submission and approval of signed and sealed as-built drawings; (c) successful pressure and bacteriological testing; (d) execution and delivery of a Bill of Sale conveying the Facilities to the Town; and (e) provision of a one-year warranty bond or other assurance acceptable to the Town.

4.3 Ownership. Upon acceptance by the Town, the Facilities shall become the property of the Town, and the Town shall be responsible for operation and maintenance thereof.

ARTICLE 5 — WATER SERVICE

5.1 Service Availability. Following acceptance of the Facilities, the Town agrees to make potable water service available to the Property, subject to: (a) payment of applicable connection fees and charges; (b) compliance with applicable Town ordinances and policies; and (c) availability of adequate system capacity.

5.2 Rates and Charges. Water service shall be provided at the rates and charges established by the Town from time to time in accordance with applicable law.

ARTICLE 6 — EASEMENTS AND ACCESS

6.1 Utility Easements. Prior to or concurrent with the dedication of the Facilities, Developer shall provide the Town with utility easements, in form acceptable to the Town Attorney, covering the location of all water mains and appurtenances located outside public rights-of-way.

6.2 Access. The Town shall have the right to access the Facilities within public rights-of-way or granted easements for operation, maintenance, repair, and replacement.

ARTICLE 7 — GENERAL PROVISIONS

7.1 Warranty. Developer warrants that the Facilities shall be free from defects in materials and workmanship for a period of one (1) year following acceptance by the Town. Developer shall promptly repair or replace, at its sole cost, any defective work identified during the warranty period.

7.2 Insurance. During construction, Developer shall maintain, or cause its contractor to maintain, commercial general liability insurance in amounts acceptable to the Town, naming the Town as an additional insured.

7.3 Indemnification. Developer shall indemnify, defend, and hold harmless the Town, its officers, employees, and agents from and against any and all claims, damages, losses, and expenses arising out of or resulting from the design, permitting, or construction of the Facilities, except to the extent caused by the Town's negligence or willful misconduct.

7.4 Governing Law. This Agreement shall be governed by the laws of the State of Florida. Venue for any dispute shall be in Polk County, Florida.

7.5 Entire Agreement. This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements.

7.6 Amendment. This Agreement may not be amended or modified except by written instrument signed by both parties.

7.7 Notices. All notices required or permitted hereunder shall be in writing and delivered by hand, overnight courier, or certified mail, return receipt requested, to:

If to Town:

Town of Dundee

Attn: Ken Cassel, Town Manager

901 Main Street

Dundee, FL 33838

If to Developer:

Vista Del Lago of Polk County, LLC

Attn: Lee Saunders

5529 US 98 N

Lakeland, FL 33809

Phone: (863) 660-4803

7.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7.9 Recordation. This Agreement shall be recorded in the Public Records of Polk County, Florida, at Developer's expense.

7.10 Effective Date. This Agreement shall become effective upon execution by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TOWN OF DUNDEE:

_____

Signature

_____

Printed Name

_____

Title

_____

Date

VISTA DEL LAGO OF POLK COUNTY, LLC:

_____

Lee Saunders, Manager / Authorized Member

_____

Date

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by Lee Saunders, as Manager/Authorized Member of Vista Del Lago of Polk County, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A parcel of land lying within Lot 12, FLORIDA HIGHLANDS COMPANY'S SUBDIVISION, as recorded in Plat Book 1, Page 87, and within Section 34, Township 28 South, Range 27 East, all lying and being in Polk County, Florida, and being more particularly described as follows:

BEGIN at a found 5/8" iron rod marking the Northwest corner of said Lot 12 also being a point on the East right of way line of A. T. Race Road and also being a point on the South right of way line of an Unnamed Street; thence N.89 degrees 09'28"E., on the North line of said Lot 12 also being the South right of way line of said Unnamed Street, a distance of 634.48 feet to the Northeast corner of said Lot 12; thence S.00 degrees 47'19"E., departing the South right of way line of said Unnamed Street and on the East line of said Lot 12, a distance of 471.57 feet; thence S.88 degrees 57'56"W., departing the East line of said Lot 12, a distance of 634.58 feet to a point on the West line of said Lot 12 also being a point on the East right of way line of said A. T. Race Road; thence N.00 degrees 46'35"W., on the West line of said Lot 12 also being the East right of way line of said A. T. Race Road, a distance of 473.70 feet to the POINT OF BEGINNING.

Parcel contains 6.88 acres, more or less.

Parcel Identification Number: 27-28-34-853000-000121

Subject to easements, restrictions, and reservations of record.

EXHIBIT B

COST ESTIMATE

Tucker Paving, Inc. — Vista Del Lago Phase 4 Water Main Extension

Description	Quantity	Unit Price	Total
8" DR18 PVC Water Main	270 LF	$41.36	$11,167.20
Connect to Existing 8" Water Main	1 EA	$1,066.91	$1,066.91
		Construction Subtotal:	$12,234.11
Contingency (10%)			$1,223.41
Engineering Design (15%)			$1,835.12
Construction Management / CEI (15%)			$1,835.12
		TOTAL ESTIMATED PROJECT:	**$17,127.75**

Note: Note: The fire hydrant assembly will be furnished and installed by the Town of Dundee and is not included in the Reimbursement Amount.

EXHIBIT C

ENGINEER'S PLANS AND SPECIFICATIONS

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	August 4, 2026	**Submitted By: Town Manager, Ken Cassel**			
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, CLARIFICATION OF RESOLUTION 26-21 CODE REVIEW COMMITTEE				
STAFF RECOMMENDATION: **(**MOTION READY)	At the will of the commission.				
SUMMARY *and/or* JUSTIFICATION:	Clarification that the committee will operate as an advisory committee and under the sunshine law provisions, or is a group of individuals willing to work with staff reviewing changes to the code.				
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*	Memo from Town Manager.				
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

Town Hall

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

MEMORANDUM

July 22, 2026

TO: Mayor and Commission
FROM: Ken Cassel, Town Manager
RE: Code Committee Resolution 26-21

The reason this is on the agenda for clarification is due to some of the initial comments made by the committee members. There are two options for the commission to consider.

Option 1: Leave the committee as described in resolution 26-21 and therefore the committee is acting in an advisory capacity and falls under the sunshine law.

Option 2: Rescind Resolution 26-21 and ask the individual to work with staff regarding proposed changes to the code.

Either option will work and it is purely a commission choice and preference.

Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	August 4, 2026	**Submitted By: Mayor Garrison**			
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, REGARDING CODE COMPLIANCE DEPARTMENT				
STAFF RECOMMENDATION: **(**MOTION READY)	At the will of the Commission				
SUMMARY *and/or* JUSTIFICATION:	This item is to discuss and possibly take action on what to do with the code compliance department and personnel while the codes are being reviewed and rewritten over the next six to nine months.				
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*	Memo from Town Manager.				
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

Town Hall

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

MEMORANDUM

July 20, 2026

TO: Mayor and Commission
FROM: Ken Cassel, Town Manager
RE: Code Department / Compliance

The purpose of the code of ordinances for any municipality is to provide a set of operating principles for the community based on local input and State Statues. This code can vary greatly from municipality to municipality and clearly reflects the vision and policies of the local elected body and how they want their community to operate and be perceived internally and externally. The code sets the basic standards for the health, safety and welfare of the municipality.

How a code is written and enforced can determine if the community is growing and vibrant or stagnant and depressed. Individuals and businesses make decisions to locate within a specific community or area based upon how codes are written and enforced. Communities where the development codes are written to facilitate businesses in constructing their facilities and enforcing community standards attract businesses, where communities where code compliance in non-existent or community standards set very low deters businesses from locating within the community.

Therefore, the dilemma that faces every local jurisdiction; what level of maintenance standard to apply to maintaining property, what is the proper level of code compliance for facilitating business growth, while maintaining quality of life for the residents. There are no simple answers to this, each municipality must wrestle with finding a balance. Some of the factors include but are not limited to age of the community, size, location, financial condition of the community, financial condition of the businesses and residents, lack of enforcement and vision for the municipality.

There are at least two factors that significantly impact code compliance and the viability of the municipality.

- The first being code that is out of date and does not reflect the vision and direction of the municipality.
- The second is lack of or sporadic enforcement for years. People become accustomed to a lower standard and when they are notified that the generally accepted standard does not comply with the code, they are mad because that lower standard has become the acceptable standard.

So, where does that leave a community that has lacked enforcement for years as well as no code updating to minimize ambiguity? It puts the elected leaders and administration in a very difficult position with few if any good options.

Since this boils down to a policy statement, it is the commission that must discuss, formulate and decide on an option they believe is best for the Town. The administration will implement the policy option set by the commission.

I have included as an attachment a printout of FS 162 as background as you consider the direction you wish to go.

The Florida Senate

2022 Florida Statutes (Including 2022C, 2022D, 2022A, and 2023B)

Title XI COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	**Chapter 162** **COUNTY OR MUNICIPAL CODE ENFORCEMENT**

CHAPTER 162
COUNTY OR MUNICIPAL CODE ENFORCEMENT

PART I
LOCAL GOVERNMENT CODE ENFORCEMENT BOARDS
(ss. 162.01-162.13)

PART II
SUPPLEMENTAL COUNTY OR MUNICIPAL CODE OR ORDINANCE ENFORCEMENT PROCEDURES
(ss. 162.21-162.30)

PART I
LOCAL GOVERNMENT CODE ENFORCEMENT BOARDS

162.01 Short title.
162.02 Intent.
162.03 Applicability.
162.04 Definitions.
162.05 Local government code enforcement boards; organization.
162.06 Enforcement procedure.
162.07 Conduct of hearing.
162.08 Powers of enforcement boards.
162.09 Administrative fines; costs of repair; liens.
162.10 Duration of lien.
162.11 Appeals.
162.12 Notices.
162.125 Actions for money judgments under this chapter; limitation.
162.13 Provisions of act supplemental.

162.01 Short title.—Sections 162.01-162.13 may be cited as the "Local Government Code Enforcement Boards Act."

History.—s. 1, ch. 80-300; s. 72, ch. 81-259; s. 1, ch. 82-37.

Note.—Former s. 166.051.

162.02 Intent.—It is the intent of this part to promote, protect, and improve the health, safety, and welfare of the citizens of the counties and municipalities of this state by authorizing the creation of administrative boards with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective, and inexpensive method of enforcing any codes and ordinances in force in counties and municipalities, where a pending or repeated violation continues to exist.

History.—s. 1, ch. 80-300; s. 2, ch. 82-37; s. 1, ch. 85-150; s. 1, ch. 86-201; s. 1, ch. 89-268.

Note.—Former s. 166.052.

162.03 Applicability.—

(1) Each county or municipality may, at its option, create or abolish by ordinance local government code enforcement boards as provided herein.

(2) A charter county, a noncharter county, or a municipality may, by ordinance, adopt an alternate code enforcement system that gives code enforcement boards or special magistrates designated by the local governing body, or both, the authority to hold hearings and assess fines against violators of the respective county or municipal codes and ordinances. A special magistrate shall have the same status as an enforcement board under this chapter. References in this chapter to an enforcement board, except in s. 162.05, shall include a special magistrate if the context permits.

History.—ss. 1, 2, ch. 80-300; s. 3, ch. 82-37; s. 2, ch. 86-201; s. 1, ch. 87-129; s. 2, ch. 89-268; s. 2, ch. 99-360; s. 63, ch. 2004-11.

Note.— Former s. 166.053.

162.04 Definitions.— As used in ss. 162.01-162.13, the term:

(1) "Local governing body" means the governing body of the county or municipality, however designated.

(2) "Code inspector" means any authorized agent or employee of the county or municipality whose duty it is to assure code compliance.

(3) "Local governing body attorney" means the legal counselor for the county or municipality.

(4) "Enforcement board" means a local government code enforcement board.

(5) "Repeat violation" means a violation of a provision of a code or ordinance by a person who has been previously found through a code enforcement board or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within 5 years prior to the violation, notwithstanding the violations occur at different locations.

History.—s. 1, ch. 80-300; s. 4, ch. 82-37; s. 10, ch. 83-216; s. 3, ch. 86-201; s. 3, ch. 89-268; s. 3, ch. 99-360; s. 22, ch. 2001-60.

Note.— Former s. 166.054.

162.05 Local government code enforcement boards; organization.—

(1) The local governing body may appoint one or more code enforcement boards and legal counsel for the enforcement boards. The local governing body of a county or a municipality that has a population of less than 5,000 persons may appoint five-member or seven-member code enforcement boards. The local governing body of a county or a municipality that has a population equal to or greater than 5,000 persons must appoint seven-member code enforcement boards. The local governing body may appoint up to two alternate members for each code enforcement board to serve on the board in the absence of board members.

(2) Members of the enforcement boards shall be residents of the municipality, in the case of municipal enforcement boards, or residents of the county, in the case of county enforcement boards. Appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor.

(3)(a) The initial appointments to a seven-member code enforcement board shall be as follows:

1. Two members appointed for a term of 1 year each.
2. Three members appointed for a term of 2 years each.
3. Two members appointed for a term of 3 years each.

(b) The initial appointments to a five-member code enforcement board shall be as follows:

1. One member appointed for a term of 1 year.
2. Two members appointed for a term of 2 years each.
3. Two members appointed for a term of 3 years each.

Thereafter, any appointment shall be made for a term of 3 years.

(c) The local governing body of a county or a municipality that has a population of less than 5,000 persons may reduce a seven-member code enforcement board to five members upon the simultaneous expiration of the terms of office of two members of the board.

(d) A member may be reappointed upon approval of the local governing body.

(e) An appointment to fill any vacancy on an enforcement board shall be for the remainder of the unexpired term of office. If any member fails to attend two of three successive meetings without cause and without prior approval of the chair, the enforcement board shall declare the member's office vacant, and the local governing body shall promptly fill such vacancy.

(f) The members shall serve in accordance with ordinances of the local governing body and may be suspended and removed for cause as provided in such ordinances for removal of members of boards.

(4) The members of an enforcement board shall elect a chair, who shall be a voting member, from among the members of the board. The presence of four or more members shall constitute a quorum of any seven-member enforcement board, and the presence of three or more members shall constitute a quorum of any five-member enforcement board. Members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the local governing body or as are otherwise provided by law.

(5) The local governing body attorney shall either be counsel to an enforcement board or shall represent the municipality or county by presenting cases before the enforcement board, but in no case shall the local governing body attorney serve in both capacities.

History.—s. 1, ch. 80-300; s. 5, ch. 82-37; s. 4, ch. 86-201; s. 2, ch. 87-129; s. 4, ch. 89-268; s. 1, ch. 94-291; s. 1441, ch. 95-147.

Note.—Former s. 166.055.

162.06 Enforcement procedure.—

(1)(a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; however, no member of a board shall have the power to initiate such enforcement proceedings.

(b) A code inspector may not initiate enforcement proceedings for a potential violation of a duly enacted code or ordinance by way of an anonymous complaint. A person who reports a potential violation of a code or an ordinance must provide his or her name and address to the respective local government before an enforcement proceeding may occur. This paragraph does not apply if the code inspector has reason to believe that the violation presents an imminent threat to public health, safety, or welfare or imminent destruction of habitat or sensitive resources.

(2) Except as provided in subsections (3) and (4), if a violation of the codes is found, the code inspector shall notify the violator and give him or her a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall notify an enforcement board and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed as provided in s. 162.12 to said violator. At the option of the code enforcement board, notice may additionally be served by publication or posting as provided in s. 162.12. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the enforcement board even if the violation has been corrected prior to the board hearing, and the notice shall so state.

(3) If a repeat violation is found, the code inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall notify an enforcement board and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing and shall provide notice pursuant to s. 162.12. The case may be presented to the enforcement board even if the repeat violation has been corrected prior to the board hearing, and the notice shall so state. If the repeat violation has been corrected, the code enforcement board retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his or her rights to this hearing and pay said costs as determined by the code enforcement board.

(4) If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately notify the enforcement board and request a hearing.

(5) If the owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

(a) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.

(b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.

(c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

(d) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

A failure to make the disclosures described in paragraphs (a), (b), and (c) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

History.—s. 1, ch. 80-300; s. 5, ch. 86-201; s. 1, ch. 87-391; s. 5, ch. 89-268; s. 2, ch. 94-291; s. 1442, ch. 95-147; s. 2, ch. 96-385; s. 4, ch. 99-360; s. 64, ch. 2004-11; s. 2, ch. 2021-167.

Note.— Former s. 166.056.

162.07 Conduct of hearing.—

(1) Upon request of the code inspector, or at such other times as may be necessary, the chair of an enforcement board may call a hearing of an enforcement board; a hearing also may be called by written notice signed by at least three members of a seven-member enforcement board or signed by at least two members of a five-member enforcement board. Minutes shall be kept of all hearings by each enforcement board, and all hearings and proceedings shall be open to the public. The local governing body shall provide clerical and administrative personnel as may be reasonably required by each enforcement board for the proper performance of its duties.

(2) Each case before an enforcement board shall be presented by the local governing body attorney or by a member of the administrative staff of the local governing body. If the local governing body prevails in prosecuting a case before the enforcement board, it shall be entitled to recover all costs incurred in prosecuting the case before the board and such costs may be included in the lien authorized under s. 162.09(3).

(3) An enforcement board shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The enforcement board shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(4) At the conclusion of the hearing, the enforcement board shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted herein. The finding shall be by motion approved by a majority of those members present and voting, except that at least four members of a seven-member enforcement board, or three members of a five-member enforcement board, must vote in order for the action to be official. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, under the conditions specified in s. 162.09(1), the cost of repairs may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the enforcement board shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

History.—s. 1, ch. 80-300; s. 6, ch. 82-37; s. 44, ch. 83-217; s. 6, ch. 86-201; s. 6, ch. 89-268; s. 3, ch. 94-291; s. 1443, ch. 95-147; s. 2, ch. 95-297.

Note.— Former s. 166.057.

162.08 Powers of enforcement boards.— Each enforcement board shall have the power to:

(1) Adopt rules for the conduct of its hearings.

(2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the sheriff of the county or police department of the municipality.

(3) Subpoena evidence to its hearings.

(4) Take testimony under oath.

(5) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

History.—s. 1, ch. 80-300; s. 7, ch. 82-37; s. 7, ch. 86-201; s. 7, ch. 89-268.

Note.— Former s. 166.058.

162.09 Administrative fines; costs of repair; liens.—

(1) An enforcement board, upon notification by the code inspector that an order of the enforcement board has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the enforcement board for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector. In addition, if the violation is a violation described in s. 162.06(4), the enforcement board shall notify the local governing body, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the local governing body to make further repairs or to maintain the property and does not create any liability against the local governing body for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, a code enforcement board finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in paragraph (2)(a).

(2)(a) A fine imposed pursuant to this section shall not exceed $250 per day for a first violation and shall not exceed $500 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (1). However, if a code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed $5,000 per violation.

(b) In determining the amount of the fine, if any, the enforcement board shall consider the following factors:

1. The gravity of the violation;
2. Any actions taken by the violator to correct the violation; and
3. Any previous violations committed by the violator.

(c) An enforcement board may reduce a fine imposed pursuant to this section.

(d) A county or a municipality having a population equal to or greater than 50,000 may adopt, by a vote of at least a majority plus one of the entire governing body of the county or municipality, an ordinance that gives code enforcement boards or special magistrates, or both, authority to impose fines in excess of the limits set forth in paragraph (a). Such fines shall not exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the code enforcement board or special magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, a code enforcement board or special magistrate may impose additional fines to cover all costs incurred by the local government in enforcing its codes and all costs of repairs pursuant to subsection (1). Any ordinance imposing such fines shall include criteria to be considered by the code enforcement board or special magistrate in determining the amount of the fines, including, but not limited to, those factors set forth in paragraph (b).

(3) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the

violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section. After 3 months from the filing of any such lien which remains unpaid, the enforcement board may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead under s. 4, Art. X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under s. 4(a), Art. X of the State Constitution.

History.—s. 1, ch. 80-300; s. 8, ch. 82-37; s. 2, ch. 85-150; s. 8, ch. 86-201; s. 2, ch. 87-391; s. 8, ch. 89-268; s. 4, ch. 94-291; s. 1, ch. 95-297; s. 5, ch. 99-360; s. 1, ch. 2000-125; s. 65, ch. 2004-11.

Note.— Former s. 166.059.

162.10 Duration of lien.— No lien provided under the Local Government Code Enforcement Boards Act shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action is commenced pursuant to s. 162.09(3) in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the action. The local governing body shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

History.—s. 9, ch. 82-37; s. 9, ch. 86-201; s. 9, ch. 89-268; s. 5, ch. 94-291; s. 2, ch. 2000-125.

162.11 Appeals.— An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

History.—s. 1, ch. 80-300; s. 10, ch. 82-37; s. 3, ch. 85-150; s. 10, ch. 86-201.

Note.— Former s. 166.061.

162.12 Notices.—

(1) All notices required by this part must be provided to the alleged violator by:

(a) Certified mail, and at the option of the local government return receipt requested, to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The local government may also provide an additional notice to any other address it may find for the property owner. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation. If any notice sent by certified mail is not signed as received within 30 days after the postmarked date of mailing, notice may be provided by posting as described in subparagraphs (2)(b)1. and 2.;

(b) Hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the local governing body;

(c) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

(d) In the case of commercial premises, leaving the notice with the manager or other person in charge.

(2) In addition to providing notice as set forth in subsection (1), at the option of the code enforcement board or the local government, notice may be served by publication or posting, as follows:

(a)1. Such notice shall be published in print in a newspaper or on a publicly accessible website as provided in s. 50.0311 for 4 consecutive weeks. If published in print, the notice shall be published once during each week for 4 consecutive weeks (four publications being sufficient) in a newspaper in the county where the code enforcement board

is located. The newspaper shall meet such requirements as are prescribed under chapter 50 for legal and official advertisements.

2. Proof of publication shall be made as provided in ss. 50.041 and 50.051.

(b)1. In lieu of publication as described in paragraph (a), such notice may be posted at least 10 days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be, in the case of municipalities, at the primary municipal government office, and in the case of counties, at the front door of the courthouse or the main county governmental center in said county.

2. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(c) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (1).

(3) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (1), together with proof of publication or posting as provided in subsection (2), shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator actually received such notice.

History.—s. 1, ch. 80-300; s. 11, ch. 86-201; s. 3, ch. 87-391; s. 10, ch. 89-268; s. 6, ch. 94-291; s. 6, ch. 99-360; s. 3, ch. 2000-125; s. 1, ch. 2012-13; s. 2, ch. 2013-193; s. 1, ch. 2014-154; s. 14, ch. 2021-17; s. 14, ch. 2022-103.

Note.—Former s. 166.062.

162.125 Actions for money judgments under this chapter; limitation.—Actions for money judgments under this chapter may be pursued only on fines levied after October 1, 2000.

History.—s. 4, ch. 2000-125.

162.13 Provisions of act supplemental.—It is the legislative intent of ss. 162.01-162.12 to provide an additional or supplemental means of obtaining compliance with local codes. Except as provided in s. 162.06(1)(b), nothing contained in ss. 162.01-162.12 shall prohibit a local governing body from enforcing its codes by any other means.

History.—s. 11, ch. 82-37; s. 3, ch. 2021-167.

PART II
SUPPLEMENTAL COUNTY OR MUNICIPAL CODE OR ORDINANCE ENFORCEMENT PROCEDURES

162.21 Enforcement of county or municipal codes or ordinances; penalties.
162.22 Designation of enforcement methods and penalties for violation of municipal ordinances.
162.23 Notice to appear.
162.30 Civil actions to enforce county and municipal ordinances.

162.21 Enforcement of county or municipal codes or ordinances; penalties.—

(1) As used in this section, "code enforcement officer" means any designated employee or agent of a county or municipality whose duty it is to enforce codes and ordinances enacted by the county or municipality.

(2) A county or a municipality may designate certain of its employees or agents as code enforcement officers. The training and qualifications of the employees or agents for such designation shall be determined by the county or the municipality. Employees or agents who may be designated as code enforcement officers may include, but are not limited to, code inspectors, law enforcement officers, animal control officers, or firesafety inspectors. Designation as a code enforcement officer does not provide the code enforcement officer with the power of arrest or subject the code enforcement officer to the provisions of ss. 943.085-943.255. Nothing in this section amends, alters, or contravenes the provisions of any state-administered retirement system or any state-supported retirement system established by general law.

(3)(a) A code enforcement officer is authorized to issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code or ordinance and that the county court will hear the charge.

(b) A code enforcement officer may not initiate an investigation of a potential violation of a duly enacted code or ordinance by way of an anonymous complaint. A person who reports a potential violation of a code or an ordinance must provide his or her name and address to the respective local government before an investigation may occur. This paragraph does not apply if the code enforcement officer has reason to believe that the violation presents an imminent threat to public health, safety, or welfare or imminent destruction of habitat or sensitive resources.

(c) Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, a code enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

(d) A citation issued by a code enforcement officer shall be in a form prescribed by the county or the municipality and shall contain:

1. The date and time of issuance.
2. The name and address of the person to whom the citation is issued.
3. The date and time the civil infraction was committed.
4. The facts constituting reasonable cause.
5. The number or section of the code or ordinance violated.
6. The name and authority of the code enforcement officer.
7. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
8. The applicable civil penalty if the person elects to contest the citation.
9. The applicable civil penalty if the person elects not to contest the citation.
10. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

(4) After issuing a citation to an alleged violator, a code enforcement officer shall deposit the original citation and one copy of the citation with the county court.

(5) A county or a municipality is authorized to enforce codes and ordinances under the provisions of this section and may enact an ordinance establishing procedures for the implementation of such provisions, including a schedule of violations and penalties to be assessed by code enforcement officers. If a county or municipality chooses to enforce codes or ordinances under the provisions of this section, each code or ordinance or the ordinance enacted by the county or municipality establishing procedures for implementation of this section shall provide:

(a) That a violation of a code or an ordinance is a civil infraction.

(b) A maximum civil penalty not to exceed $500.

(c) A civil penalty of less than the maximum civil penalty if the person who has committed the civil infraction does not contest the citation.

(d) For the issuance of a citation by a code enforcement officer who has reasonable cause to believe that a person has committed an act in violation of a code or an ordinance.

(e) For the contesting of a citation in county court.

(f) Such procedures and provisions as are necessary to provide for the enforcement of a code or an ordinance under the provisions of this section.

(6) Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(7) The provisions of this part shall not apply to the enforcement pursuant to ss. 553.79 and 553.80 of the Florida Building Code adopted pursuant to s. 553.73 as applied to construction, provided that a building permit is either not required or has been issued by the county or the municipality.

(8) The provisions of this section are additional and supplemental means of enforcing county or municipal codes or ordinances and may be used for the enforcement of any code or ordinance, or for the enforcement of all codes and ordinances. Except as provided in paragraph (3)(b), nothing contained in this section shall prohibit a county or municipality from enforcing its codes or ordinances by any other means.

History.—s. 11, ch. 89-268; s. 7, ch. 94-291; s. 1444, ch. 95-147; s. 3, ch. 96-385; s. 4, ch. 98-287; s. 115, ch. 2000-141; s. 35, ch. 2001-186; s. 4, ch. 2001-372; s. 4, ch. 2021-167.

162.22 Designation of enforcement methods and penalties for violation of municipal ordinances.— The governing body of a municipality may designate the enforcement methods and penalties to be imposed for the violation of ordinances adopted by the municipality. These enforcement methods may include, but are not limited to, the issuance of a citation, a summons, or a notice to appear in county court or arrest for violation of municipal ordinances as provided for in chapter 901. Unless otherwise specifically authorized and provided for by law, a person convicted of violating a municipal ordinance may be sentenced to pay a fine, not to exceed $500, and may be sentenced to a definite term of imprisonment, not to exceed 60 days, in a municipal detention facility or other facility as authorized by law.

History.—s. 1, ch. 94-255.

162.23 Notice to appear.—

(1) Notwithstanding s. 34.07, a code enforcement officer, designated pursuant to s. 162.21(1) and (2), may issue a notice to appear at any hearing conducted by a county court if the officer, based upon personal investigation, has reasonable cause to believe that the person has violated a code or ordinance. A notice to appear means a written order issued by a code enforcement officer in lieu of physical arrest requiring a person accused of violating the law to appear in a designated court or governmental office at a specified date and time. If a person issued a notice to appear under this section refuses to sign such notice, the code enforcement officer has no authority to arrest such person.

(2) Prior to issuing a notice to appear, a code enforcement officer shall provide written notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no fewer than 5 days and no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the prescribed time period, a code enforcement officer may issue a notice to appear to the person who has committed the violation. A code enforcement officer is not required to provide the person with a reasonable time period to correct the violation prior to issuing a notice to appear and may immediately issue a notice to appear if a repeat violation is found, or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare or that the violator is engaged in violations of an itinerant or transient nature, as defined by local code or ordinance within the jurisdiction, or if the violation is irreparable or irreversible.

History.—s. 1, ch. 96-385; s. 7, ch. 99-360.

162.30 Civil actions to enforce county and municipal ordinances.— In addition to other provisions of law authorizing the enforcement of county and municipal codes and ordinances, a county or municipality may enforce any violation of a county or municipal code or ordinance by filing a civil action in the same manner as instituting a civil action. The action shall be brought in county or circuit court, whichever is appropriate depending upon the relief sought. Counties and municipalities are authorized and required to pay any counsel appointed by the court to represent a private party in such action if the provision of counsel at public expense is required by the Constitution of the United States or the Constitution of the State of Florida and if the party is indigent as established pursuant to s. 27.52. The county or municipality shall bear all court fees and costs of any such action, and may, if it prevails, recover the court fees and costs and expense of the court-appointed counsel as part of its judgment. The state shall bear no

expense of actions brought under this section except those that it would bear in an ordinary civil action between private parties in county court.

History.—s. 87, ch. 2003-402.

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Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	August 4, 2026	**Submitted By: Commissioner Richardson**			
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION, CHARTER REVIEW COMMITTEE				
STAFF RECOMMENDATION: **(**MOTION READY)	At the will of the commission.				
SUMMARY *and/or* JUSTIFICATION:	This item is to discuss and appoint a charter review committee.				
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

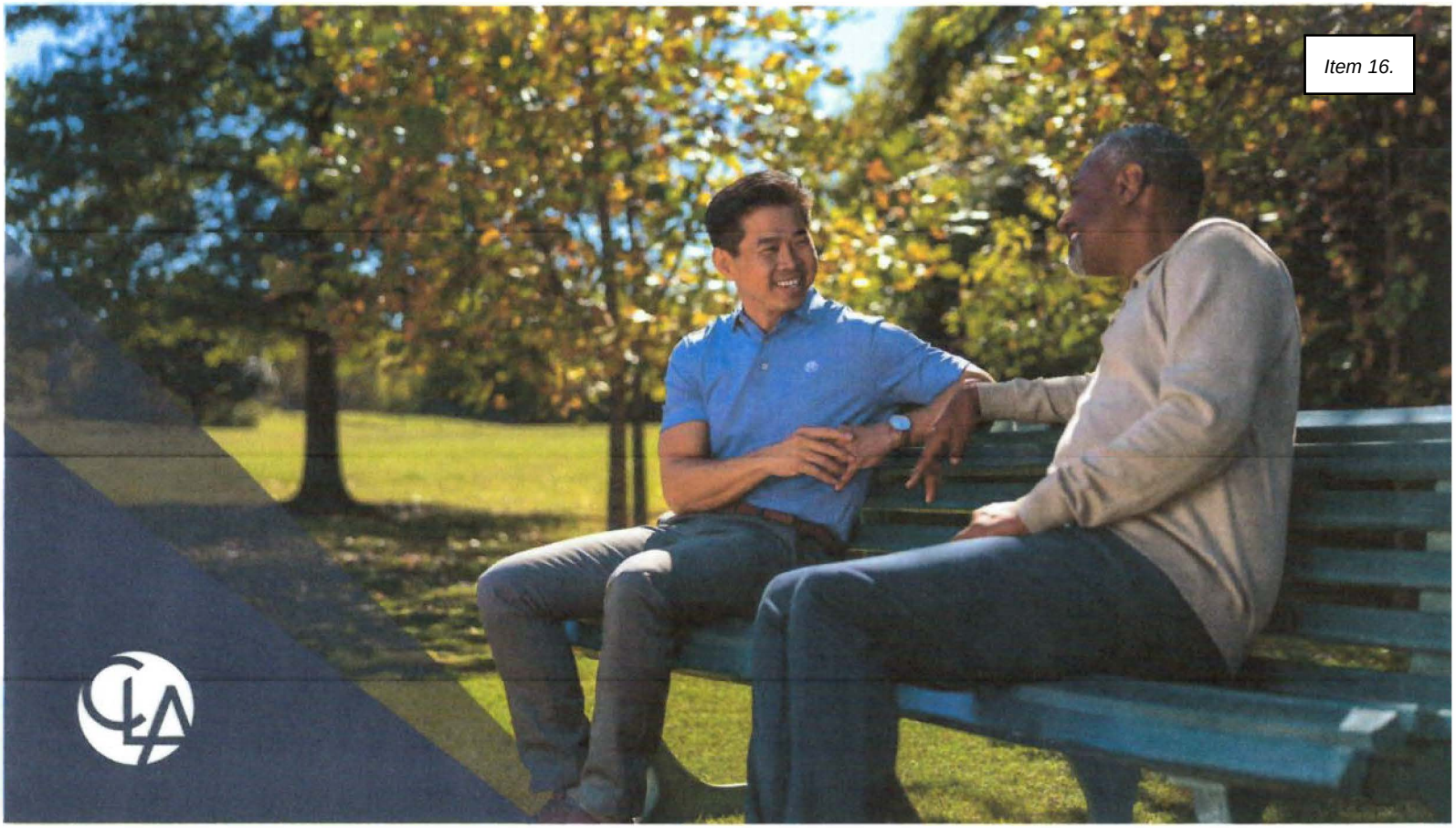
Meeting Agenda Coversheet

MEETING DATE:	August 4, 2026	**Submitted By: Mayor Garrison**			
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	DISCUSSION & ACTION HIGLANDS AVENUE DOG PARK				
STAFF RECOMMENDATION: **(**MOTION READY)	At the will of the commission.				
SUMMARY *and/or* JUSTIFICATION:	This item is to make any necessary changes to the Highlands Avenue Dog Park.				
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:	August 4,2026	**Submitted By:** Town Manager			
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	Modifications to financial services provided by CLA				
STAFF RECOMMENDATION: (MOTION READY)	Approval of the proposed changes to the CLA scope of services.				
SUMMARY *and/or* JUSTIFICATION:	This item was pulled from the July meeting. Further discussions were held with the principals and changes were made to accomplish the current work necessary to fix the financial information of the Town and transition to an in-house finance manager and team. The attached proposal outlines the process of and cost for the transition.				
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*	Proposal from CLA Prior memo from manager and cover sheet (for reference)				
SELECT, *if applicable*	**RESOLUTION: 26-21**		**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):*	State what is included in the cost, i.e., production, materials, etc.				$153,567.00



July 27, 2026

Proposal to provide professional accounting services to:

Town of Dundee

Prepared by:

Kristen Labbe, Principal
Kristen.Labbe@claconnect.com
Direct (863) 680-5615

Anthony Portelli, Client Relationship Director
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(407) 244-9340

CLAconnect.com

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July 27, 2026

Kenneth Cassel
Town of Dundee
202 E Main Street
Dundee, FL 33838

Dear Mr. Cassel:

Thank you for inviting us to propose. We appreciate the opportunity to continue our relationship and share our approach to help Town of Dundee (Town) meet its professional service needs.

The industry-specialized guidance you have come to rely on — whether through financial statement services, preparation of tax returns, or advisory services — will continue to be shared with the overarching goals of helping you **reduce risk, enhance value, protect your legacy, and prepare for the future**.

Our ongoing collaboration has allowed us to understand your specific needs and challenges better. We value our conversations and the insights we gain from listening to you. This is the CLA promise, expressed in the values that drive our behavior: curious, collaborative, transparent, inclusive, and reliable. It's simply how we do business.

We have the qualifications to deliver quality, timely work using clear lines of communication and continuity. This proposal will take you on a journey outlining how we'll continue to work together — and the added value you can expect.

Please contact me if I can provide additional information on our firm or our proposal.

Sincerely,

CliftonLarsonAllen LLP

Kristen Labbe

Kristen Labbe
Principal
(863) 680-5615
Kristen.Labbe@claconnect.com

Anthony Portelli

Anthony Portelli
Client Relationship Director
(407) 244-9340
Anthony.Portelli@claconnect.com

Understanding Your Needs

Summary of needs

Our engagement provides you access to the accumulated wisdom of the firm through professionals with substantial experience who can help your organization enhance its future and achieve its business goals.

CLA will provide the following services under the direction of the senior leadership team with specific responsibilities including, but not limited to:

Audit and budget preparation services (thru 9/30/2026)

- Assist management with audit preparation activities, including prioritization of auditor information requests, documentation requests, and related deliverables
- Assist with analysis and reconciliation of cash and other balance sheet accounts, as directed by management
- Assist management with preparation and refinement of budget schedules and supporting analyses
- Participate in management and commission meetings, as requested by management
- Assist with establishing deadlines and tracking audit-related deliverables and open items
- Assisting with year-end close
- Assisting management with prioritization of documentation requests from external audit firm

Ongoing finance and accounting services (beginning 10/1/2026)

CLA will provide interim accounting support during the Town's transition to a permanent finance leadership structure, including:

- Assist with account reconciliations for applicable periods as directed by management
- Assist with maintaining reconciled cash balances and related supporting schedules
- Assist with documenting accounting processes and procedures, as requested by management
- Assist management with identifying process improvement opportunities within accounting operations
- Provide knowledge transfer support and operational documentation to facilitate transition to future finance personnel

Ongoing finance and accounting services (Finance Director hired)

Outsourced accounting functions:

- Assist with onboarding and orientation to existing accounting processes and financial records
- Provide status updates regarding reconciliations, audit matters, and open accounting items
- Assist with transfer of accounting documentation and institutional knowledge
- Participate in transition meetings with management and the Finance Director
- Assist management with establishing a roadmap for continued financial stabilization activities

Your Investment

Having upfront conversations builds relationships.

The value we can provide your organization goes beyond meeting your compliance needs. We can help you discover opportunities to enhance your performance and achieve your strategic goals. Our insights and strategies are tailored to your specific situation and represent a return on your investment.

Based on our understanding of your requirements, we propose the following estimated hours and fees:

Budget/Audit Services – Thru 9/30/2026	Hourly Rate	Hours per week	Monthly Cost
Mike Howard	$155	40	$24,800
Robin Flounlacker	$120	40	$19,200
Linda Guenther	$120	8	$3,840
Estimated monthly fees			**$47,840**
Total estimated monthly fee including 7% technology fee			**$51,189**

Monthly Accounting Services – Starting 10/1/2026	Hourly Rate	Hours per week	Monthly Cost
Mike Howard	$155	40	$24,800
Linda Guenther	$120	8	$3,840
Consulting CFO	$200	Available as needed	-
Total estimated fees			**$28,640**
Total estimated monthly fee including 7% technology fee			**$30,645**

Monthly Accounting Services – Finance Director Hired	Hourly Rate	Hours per week	Monthly Cost
Mike Howard	$155	20	$12,400
Linda Guenther	$120	4	$1,920
Consulting CFO	$200	Available as needed	-
Total estimated fees			**$14,320**
Total estimated monthly fee including 7% technology fee			**$15,322**

The 7% technology and client support fee supports our continuous investment in technology and innovation to enhance your experience and protect your data.

Our fee quote is designed with an understanding that:

- Town personnel will provide documents and information requested in a timely fashion.
- The operations of your organization do not change significantly and do not include any future acquisitions or significant changes in your business operations.
- There are no significant changes to the scope, including auditing, accounting, or reporting requirements.

No surprises

Our clients don't like fee surprises. Neither do we. If changes or complexities occur — or any "out-of-scope" work is required — we'll discuss a revised fee proposal with you first.

It's not our policy or practice to bill our clients every time we receive a phone call or email. We're invested in our relationships and strongly encourage intentional and frequent communication. Contact us year-round as changes or questions arise.

Our last word on fees: we're committed to serving you and creating a long-standing relationship. If fees are a deciding factor in your selection of a professional services firm, give us a call and let's discuss.

Transparent: *Clear, authentic communication and market-based fees.*

Firm Overview

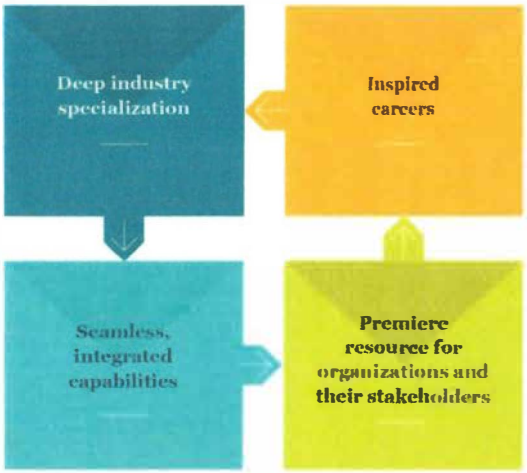
Right there with you.

At CLA, we work alongside you through decisions that shape your work and your life. Big or small, personal or professional, we're here to support what matters now and what's ahead.

CLA is one of the largest professional service and accounting firms with a growing global network.

As a professional services firm, we exist to create opportunities … for you, our people, and our communities through industry-focused wealth advisory, digital, audit, tax, consulting, and outsourcing services. We do this when we live the CLA Promise — a promise to know you and help you.

Opportunities for you



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You'll access leaders and professionals in communities across the country, rather than from one central headquarters. We work together to look at your organization holistically, and then help you address challenges by offering support where you need it, from traditional audit and tax to outsourcing and wealth advisory.

As you navigate opportunities and challenges in a competitive and constantly changing environment, we'll embrace change, learn from it, and design processes to make interactions easier, more transparent, and seamless.

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At CLA, people find meaningful work in a fun, compelling, and energizing culture. Our people design their own customized careers through our inspired careers strategic advantage. In 2025 our total headcount was relatively the same as in 2024, and we continue to witness a remarkable retention rate of 88%. Inspired by their careers, our family members develop client relationships that bring deeper knowledge and help you shine. We're one family, working together to create opportunities.

What's more, CLA is building a culture of connection and belonging that welcomes different beliefs and perspectives. We want to represent the communities we serve and foster an environment of inclusion and belonging, resulting in enhanced value for our clients, our communities, and each other.

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Our outsourced accounting services are designed to streamline your financial operations, enhance your financial reporting, and provide strategic insights that drive your business forward. Whether you need assistance with routine accounting tasks, in-depth financial analysis, or strategic growth planning, we are here to support you every step of the way.

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- Finding new ways to operate more effectively and efficiently
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- Maintaining quality services in the face of changing budgetary priorities
- Providing transparent, accurate, and meaningful financial information to stakeholders, decision-makers, and your constituents

We understand the legislative changes, funding challenges, compliance responsibilities, and risk management duties that impact you. Our experienced government services team can help you navigate the challenges of today, all while seamlessly strategizing for the future.

References

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City of Port Richey	
Client Contact	Don King Jr.
Phone Number | Email	(727) 816-1909 | City.Manager@cityofportrichey.gov
Address	6333 Ridge Rd, Port Richey, FL. 34668
Services Provided	Outsourced accounting and payroll services

City of Dade City Florida	
Client Contact	Peter Altman
Phone Number | Email	(727) 853-1053 | altmanp@cityofnewportrichey.org
Address	5919 Main St., New Port Richey, FL. 34652
Services Provided	Outsourced accounting services

City of Treasure Island	
Client Contact	Victor Ortiz
Phone Number | Email	(727) 547-4575 | vortiz@mytreasureisland.org
Address	10451 Gulf Blvd, Treasure Island, FL. 33706
Services Provided	Outsourced accounting services

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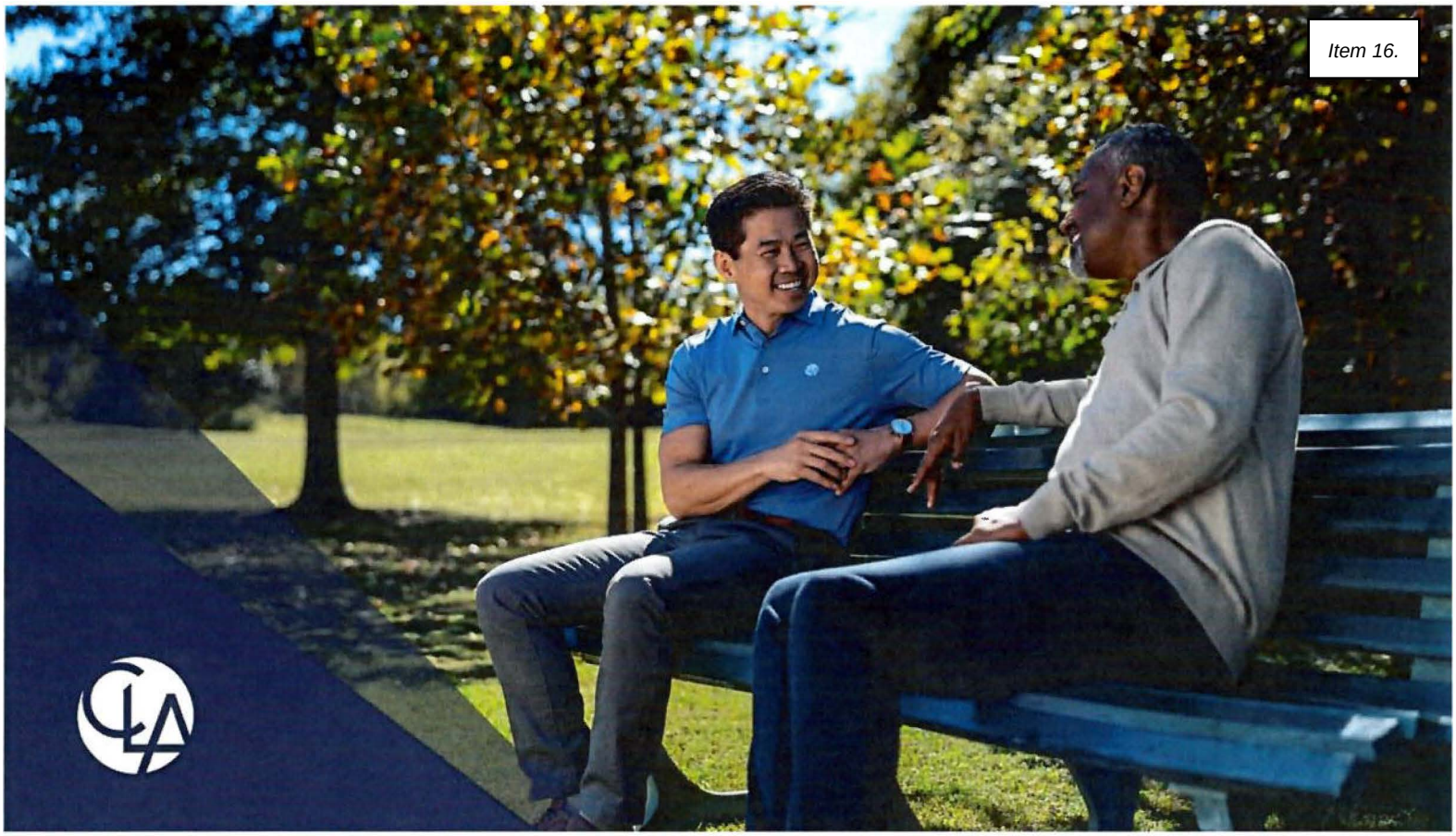
Town of Dundee

Meeting Agenda Coversheet

MEETING DATE:	July 7, 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 26-17 RATIFYING PRIOR OFFICIAL DOCUMENTS AND AUTHORIZING EXECUTION BY THE MAYOR	
STAFF RECOMMENDATION: (MOTION READY)	Staff recommends a motion to approve the proposal from CliftonLarsonAllen LLP for recurring professional accounting services for the Town of Dundee and authorize staff to execute all necessary documents.	
SUMMARY *and/or* JUSTIFICATION:	The Town Commission is being asked to consider a proposal from CliftonLarsonAllen LLP (CLA) to provide recurring professional accounting and advisory services for the Town of Dundee. The proposed engagement is intended to assist the Town in addressing past, current, and future financial and operational needs and challenges.	

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*				
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.)*				

The proposed fiscal impact is as follows:	The proposed fiscal impact is as follows: **FY2026 Remaining Costs:** Initial setup and onboarding: $25,200 Monthly accounting services (August–September): $25,200 Catch-up accounting and budgeting services: $189,420 **Total FY2026 Cost: $239,820** **Projected FY2027 Costs:** Monthly accounting services: $151,200 Consulting services: $31,500 **Total FY2027 Cost: $182,700**



May 11, 2026

Proposal to provide professional accounting services to:

Town of Dundee

Prepared by:
Kristen Labbe, Principal
kristen.labbe@claconnect.com
Direct 863-680-5615

CLAconnect.com

CPAS | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See CLAglobal.com/disclaimer.
Securities and investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor, member FINRA/SIPC.

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CliftonLarsonAllen LLP
CLAconnect.com

May 11, 2026

Kenneth Cassel
Town of Dundee
202 E Main Street
Dundee, FL 33838

Dear Mr. Cassel:

Thank you for inviting us to propose. We appreciate the opportunity to continue our relationship and share our approach to help Town of Dundee (Town) meet its professional service needs.

The industry-specialized guidance you have come to rely on — whether through financial statement services, preparation of tax returns, or advisory services — will continue to be shared with the overarching goals of helping you **reduce risk, enhance value, protect your legacy, and prepare for the future**.

Our ongoing collaboration has allowed us to understand your specific needs and challenges better. We value our conversations and the insights we gain from listening to you. This is the CLA promise, expressed in the values that drive our behavior: curious, collaborative, transparent, inclusive, and reliable. It's simply how we do business.

We have the qualifications to deliver quality, timely work using clear lines of communication and continuity. This proposal will take you on a journey outlining how we'll continue to work together — and the added value you can expect.

Please contact me if I can provide additional information on our firm or our proposal.

Sincerely,

CliftonLarsonAllen LLP

Kristen Labbe

Kristen Labbe
Principal
863-680-5615
kristen.labbe@claconnect.com

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Your Current Reality – What We Know

Take a journey from your current reality to what it could mean to work with CLA

We acknowledge the challenges Town is experiencing and how they could further impact your organization. Consider how seemingly minor issues can have undesirable consequences.

Our impression of your challenges

- **High turnover** — When you don't have a consistent service provider, you lose institutional knowledge and experience that can impact quality, extend timelines, and increase costs. But the true cost is your time — retraining takes you away from more important business priorities.

- **Missed deadlines** — Not closing your books on time impacts lender and vendor relationships and your ability to meet regulatory requirements. Rushed procedures bring increased risk. Bad financial information leads to bad business decisions.

- **Inexperienced team** — A team without necessary skills and knowledge can lead to material misstatements going undetected, or noncompliance with standards and regulations. You also lose the value quotient of the services provided because inexperienced teams don't have insightful suggestions or guidance to offer.

- **Lack of industry experience** — If your service provider can't identify risks and opportunities specific to your business, you lose the added insights of a team immersed in the industry. When your team is unfamiliar with industry regulations, requirements, and practices — it can lead to additional time and costs.

- **Inflexible approach** — Refusal to adapt to new circumstances or standards may restrict your service team's ability to obtain sufficient and appropriate evidence to support conclusions and opinions. You could be stuck with increased hours, reduced quality, inaccurate financial data and statements, and potential legal consequences.

- **Inefficient, manual processes** — Wasting time and effort on repetitive tasks that could be automated can negatively impact profitability, efficiency, workforce morale and retention — and your ability to keep up with changing customer demands and expectations.

- **Outdated systems** — Aging technology often requires more maintenance, repairs, and support and comes with inherent limits for growth and innovation. If your software is not providing timely data — or is not user-friendly, secure, and cost-effective — you can fall behind competitors who have modern, efficient systems.

Imagine Your New Reality With CLA

Pave the way for a stronger future. Working with CLA's knowledgeable and passionate team brings valuable insight and advice you can use to propel your organization toward sustainable growth.

Visualize an experience where you:

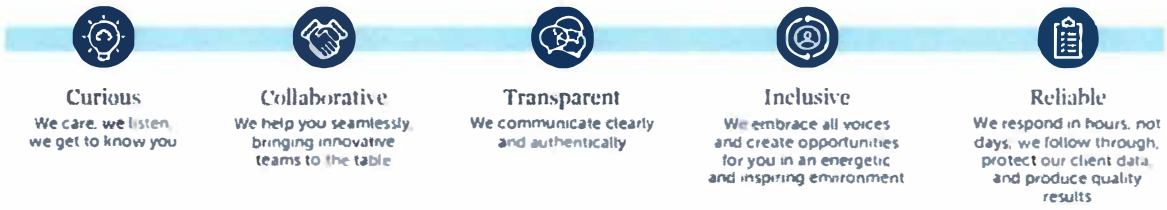
- Achieve long-term financial stability goals with insights from deeply involved principals, directors, and managers who understand your organization and are attuned to your needs
- Make sound decisions based on good information from timely, high-quality services
- Build better collaboration and efficiencies with clear, concise, and constant communication
- Develop constructive growth strategies with tailored advice from attentive, experienced professionals
- Implement sustainable improvements with consistent team members who have built a deep understanding of your operations, systems, risks, and needs over time
- Elevate your organization with support from seamless, scalable services that grow with you
- Improve efficiency and your overall success by automating processes so you can focus on value-added tasks
- Create a competitive advantage from insights derived from timely, meaningful data

Work with people whose values match your own

Our values drive our behavior and lead to service delivery that exceeds expectations and provides you with the CLA client experience.

What does that mean?

It means you'll work with a team with the resources to support the whole of your organization. You can count on industry-specialized professionals who bring relevant and actionable ideas and strategies. Quite simply, you'll encounter value beyond the expected.



Your time is valuable: *We know how to deliver quality, timely work, and we take care of the details so you can focus on what really matters: the important decisions that drive your success.*

Understanding Your Needs

Summary of needs

Our engagement provides you access to the accumulated wisdom of the firm through professionals with substantial experience who can help your organization enhance its future and achieve its business goals.

CLA will provide the following services under the direction of the senior leadership team with specific responsibilities including, but not limited to:

Initial project services

- Configure FloQast to align with your close process and reporting requirements
- Conduct internal coordination sessions with the CLA engagement team to align on scope, timelines, roles, and responsibilities
- Review and, if needed, restructure the chart of accounts to support reporting, scalability, and alignment with best practices
- Provide training sessions to your team on systems, workflows, and reporting tools
- Ensure your team is comfortable operating within the new environment post-implementation

Ongoing finance and accounting services

Outsourced accounting functions:

- Train town staff as required to ensure accurate and timely data entry with documentation.
- Reconcile balance sheet accounts monthly and prepare journal entries
    - Cash and cash equivalents
    - Receivables – customer accounts, franchise and public service taxes, intergovernmental
    - Accounts payable
    - Unearned revenue
    - Long-term debt
    - Departmental allocations
- Participate in management and commission meetings as requested
- Prepare and analyze financial statement reporting packages monthly
    - Balance Sheet
    - Statement of Revenues, Expenditures, and Changes in Fund Balance
    - Supplementary information included in the financial statement reporting package, if requested, will be prepared and presented for additional analysis purposes.

Consulting and advisory services:

- Assist management with the budgeting/forecasting process
- Prepare budget amendments to Commission and update the budget per Statute
- Assist management in preparation for annual financial statement audit
- Prepare federal Form 1099 and Form 1096 from information provided by you and transmit federal Form 1099 to federal and state taxing authorities on your behalf

Understanding Your Industry

State and local government experience

You can benefit from a close personal connection with a team of professionals devoted to governments. Our goal is to become familiar with all aspects of your operations — not just the information needed for the year-end audit — so that we can offer proactive approaches in the areas that matter most to you:

- Finding new ways to operate more effectively and efficiently
- Responding to regulatory pressures and complexities
- Maintaining quality services in the face of changing budgetary priorities
- Providing transparent, accurate, and meaningful financial information to stakeholders, decision-makers, and your constituents

We understand the legislative changes, funding challenges, compliance responsibilities, and risk management duties that impact you. Our experienced government services team can help you navigate the challenges of today, all while seamlessly strategizing for the future.

Deep industry connections

CLA actively supports industry education as a thought leader and industry speaker. We focus on supporting the educational needs of the industry through nationally sponsored trade events. Our team of professionals is sought after, both as educators and as experienced speakers who are invited to speak and teach at major professional events by leading trade associations, including those shown here.

We are also actively involved in and/or are members of the following professional organizations:

- American Institute of Certified Public Accountants (AICPA)
- AICPA's State and Local Government Expert Panel
- AICPA's Government Audit Quality Center (GAQC)
- Government Finance Officers Association (GFOA)
- Special Review Committee for the GFOA's Certificate of Achievement for Excellence in Financial Reporting (Certificate) Program
- Association of Government Accountants
- Florida State Society of CPAs
- Government Accounting and Auditing Committee
- Florida State GFOA
- Accounting, Auditing and Financial Reporting Committee

Our involvement in these professional organizations, combined with various technical services we subscribe to, allows us to be at the forefront of change in the constantly changing government environment. We take our responsibility for staying current with new accounting pronouncements, auditing standards, other professional standards and laws and regulations seriously.

Insight to strengthen your organization

When you're ready to go beyond the numbers to find value-added strategies, we offer resources to help you respond to challenges and opportunities including:

- National webinars — Access complimentary professional development opportunities for your team.
- Articles and white papers — Stay current on industry information as issues arise.

Curious: *We care, we listen, we get to know you.*

Support at every turn

With dedicated services specific to state and local governments, you have access to guidance on all aspects of your operations.

- Audit, review, and compilation of financial statements
- Compliance audits (HUD, OMB Single Audits)
- Cybersecurity
- Enterprise risk management
- Forensic accounting, auditing, and fraud investigation
- Fraud risk management
- Grant compliance
- Implementation assistance for complex Governmental Accounting Standards Board (GASB) statements
- Internal audit
- Outsourced business operations
- Performance auditing
- Purchase card (p-card) monitoring and analytics
- Risk assessments
- Strategic, financial, and operational consulting
- Telecom management services
- Business opportunity assessments
- System optimization and selection

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Professional Accounting Services – FY2026	Base Fee	Technology Fee	Total Fee
Initial setup and client onboarding	$24,000 (one-time)	$1,200	$25,200
Monthly accounting services – August & September	$12,000 (monthly)	$600	$25,200
Finish catch up and budgeting – Mike & Robin	$180,400 (hourly)	$9,020	$189,420
Total FY2026 remaining costs			**$239,820**

Professional Accounting Services – FY2027	Base Fee	Technology Fee	Total Fee
Monthly accounting services	$12,000 (monthly)	$600	$151,200
Consulting services	$30,000 (hourly)	$1,500	$31,500
Total FY2027 costs			**$182,700**

Hourly rates are as follows:

Level	Rate
Senior/Robin	$120
Consulting Controller/Mike	$155
Consulting CFO	$200

The 5% technology and client support fee supports our continuous investment in technology and innovation to enhance your experience and protect your data.

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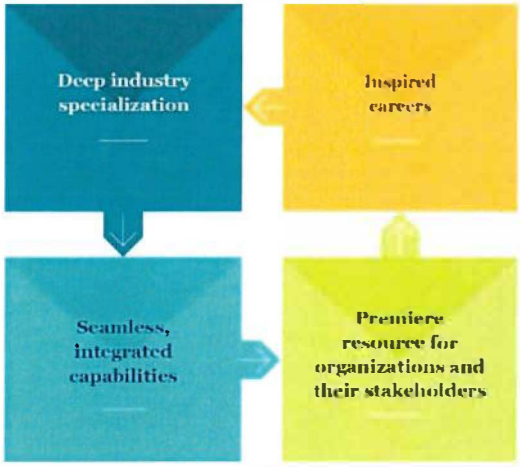

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Address	6333 Ridge Rd, Port Richey, FL 34668
Services Provided	Outsourced accounting and payroll services

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Client Contact	Peter Altman
Phone Number | Email	(352) 523-5050 | paltman@dadecityfl.com
Address	38020 Meridian Ave, Dade City, FL 33525
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Phone Number | Email	(727) 547-4575 | vortiz@mytreasureisland.org
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