



TOWN COMMISSION MEETING AGENDA

August 12, 2025 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 MONTH DD, 20YY

A. AGREEMENTS

1. REPUBLIC SERVICES COMMERCIAL FRANCHISE AGREEMENT

APPROVAL OF AGENDA

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

NEW BUSINESS

1. DISCUSSION & ACTION, PCSO INTERLOCAL AGREEMENT

2. DISCUSSION & ACTION, 0 SCENIC HWY CORRECTIVE UTILITY EASEMENT

3. DISCUSSION & ACTION, COMMUNITY CENTER A/C COIL REPLACEMENT

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Department Updates

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 COMMISSION MEETING

August 12, 2025 at 6:30 PM

AGENDA ITEM TITLE:	Approval of the Commission Consent Agenda
SUBJECT:	The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item in the consent agenda may be pulled by a member of the Town Commission for separate consideration.
STAFF ANALYSIS:	<p>The consent agenda for the meeting of February 13, 2024 contains the following:</p> <p>A. AGREEMENTS</p> <p>1. REPUBLIC SERVICES COMMERCIAL FRANCHISE</p>
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Republic Service Commercial Franchise Agreement

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 20__, by and between the Town of Dundee (“**Town**”), and Republic Services of Florida, Limited Partnership, a “Delaware corporation” or “Delaware limited liability company”] qualified to do and actually doing business in the State of Florida (“**Company**”).

RECITALS

WHEREAS, Town and Company acknowledge and agree that this Agreement was awarded pursuant to the *Town of Dundee Request For Proposal No. 25-02* (the “RFP”); and

WHEREAS, Town and Company acknowledge, agree and affirm that the *Town of Dundee-General Provision Clause(s) Terms and Conditions* (the “General Terms”) were included as material condition(s) of the RFP and the Town’s award of this Agreement; and

WHEREAS, Town desires that Company provide Services as defined herein for the Location Types as set forth in the RFP, General Provisions, and this Agreement (the “Contract Documents”) and Company desires to do so, all in accordance with the terms of the Contract Documents.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Incorporation of Recitals; Sole and Exclusive Franchise.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the *Town Commission of the Town of Dundee, Florida* (hereinafter the Town Commission”) and Company, hereby adopt the above-referenced factual recitals as the findings supporting the entry into this Agreement between the Town and Company.

Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations (“**Location Types**”) within the territorial jurisdiction of the Town (the “**Services**”):

Location Types

_____ Residential Units	_____ x _____ Large Commercial Units
_____ x _____ Small Commercial Units	_____ x _____ Industrial - Permanent Units
_____ Municipal Facilities	_____ x _____ Industrial - Temporary Units

2. Newly Developed Areas. If the Town develops new areas (of the same Location Types as designated above) within the Town’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The Town shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the Town annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a

mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).

3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in Exhibit A.
4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the Town for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The Town agrees that Company may use any information received from the Town in marketing all of its available services to the residents and Customers located within the Town, whether included in the scope of this Agreement or not.
5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A General Specifications for Services

Exhibit B Pricing

Exhibit C Company's Performance Bond

6. Term. This Agreement begins on the Effective Date and expires one (1) year thereafter, but shall be renewed for successive one-year periods (the "**Term**") upon mutual agreement unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of this Agreement.
7. Rates for Services; Rate Adjustments; Additional Fees and Costs.
 - 7.1 Rates for Services. The rates for all Services shall be as shown on Exhibit B, subject to the rate adjustments and additional fees and costs as set forth herein.
 - 7.2 Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the greater of (a) three (6) percent or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. Town Average, as published by United States Department of Labor, Bureau of Statistics (the "**CPI**"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.
 - 7.3 Cost Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, or federal rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event.

- 7.5 Disposal Costs. If any Recyclable Material commodity collected by Company hereunder becomes unmarketable or is not accepted at the recycling facility and must therefore be disposed of at a Disposal Site, the Town shall pay any such disposal costs to Company and shall eliminate that commodity from the Recyclable Materials program and this Agreement. Company does not guarantee the existence of a market or a commodity buyer at any time for any Recyclable Material.

8. Invoicing; Payment; Service Suspension; Audits.

- 8.1 Invoicing the Town. The Town shall invoice and collect from all Residential Units and Municipal Facilities Customers for Services provided by Company pursuant to this Agreement. The Town shall report to Company (a) by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the Town and (b) on a quarterly basis, parcel data and a list of addresses billed for the Services by the Town. Company shall invoice the Town for the number of addresses that were billed by the Town within fifteen (15) days of receiving the Town's address count each month, and the Town shall pay Company's invoices.

The Town's obligation to furnish payment to Company is expressly subject to appropriation of sufficient public funds by the Town Commission of the Town of Dundee, Florida (the "Town Commission"). In the event the Town Commission fails to appropriate sufficient funds to satisfy the Town's payment obligations to Company of any kind or type, Town or Company may immediately terminate this Agreement and be released from any future responsibility or liability thereunder.

- 8.2 Invoicing the Customer Directly. Company shall invoice each individual Customer for all [Multi-Family Units, Small Commercial Units (if Small Commercial Units are not to be included in the definition of Residential Units), Large Commercial Units, Industrial Permanent Units, and Industrial Temporary Units] Services rendered to such Customer under this Agreement within _____ (_____) days following the end of the month, and the Customer shall pay Company's invoices.

- 8.3 Payment. The Town or Customer, as applicable, shall pay each of Company's invoices without offset within twenty (20) days of receipt Company's invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the Town, Town shall pay Company's invoices in full irrespective of whether or not the Town collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the Town or Customer, as applicable, withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

- 8.4 Service Suspension.

- 8.4.1 Unpaid Invoices. If any amount due from the Town is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the Town has paid its outstanding balance in full and/or terminate this Agreement. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.4.2 Suspension at Direction of Town. If the Town wishes to suspend or discontinue Services to a Customer for any reason, the Town shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the Town shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. Subject to the Town's sovereign immunity and/or limits of liability as set forth in *Section 768.28, Florida Statutes (2024)*, the Town shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the Town.

8.5 Audits.

8.5.1 Audit of Town Billings. With respect to any Services in which the Company's billing is dependent upon the Town's reporting of the number of addresses subject to this Agreement, the Town shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the Town and that the Town's reporting on such addresses is accurate. The Town shall share all findings and documentation with respect to such audits with Company.

8.5.2 Audit of Company Records. The Town may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the Town under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the Town and shall be conducted under mutually acceptable terms at Company's premises located in Polk County, Florida.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the Town shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.
10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire Waste Container that contains the Excluded Waste. In such situations,

Company shall contact the Town and the Town shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and charge the depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The Town shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Company shall release Town from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the Town.

13. Equipment; Access. Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company’s property. The Town shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company’s handling of the equipment. Town and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. Subject to the Town’s sovereign immunity and/or limits of liability as set forth in *Section 768.28, Florida Statutes (2024)*, the Town shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or possession of the equipment by the Town. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company’s providing the Services under this Agreement.
14. Risk Allocation. Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party’s negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
15. Insurance. During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers’ Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Town. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon Town's request, Company shall furnish Town with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the Town, show the Town as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the Town (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Town.

16. Force Majeure. Except for Town's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, pandemics, fires, acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the Town shall negotiate the additional payment to be made to Company. Further, the Town shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials. For purposes of this Agreement, any delay caused by the faulty performance or nonperformance by Company, Company's independent contractors shall not be events constituting force majeure.
17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the Town and by the State.
19. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by Town.
20. Miscellaneous. (a) Pursuant to the *Town of Dundee Request For Proposal No. 25-02* (the "RFP"), the *Town of Dundee-General Provision Clause(s) Terms and Conditions* (the "General Terms") were included as material condition(s) of the RFP and the Town's award of this Agreement; and, for purposes of this Agreement, the RFP, General Terms, and this Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to Town under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of

the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceedings. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

21. *No waiver of sovereign immunity.* Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or limits of liability as set forth in *Section 768.28, Florida Statutes (2024)*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Agreement.
22. *Venue.* Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought exclusively in the State Courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.
23. *Independent Contractor.* Notwithstanding any provision of this Agreement, the Company and Town agree that the Company is an independent contractor for all purposes and when performing any Services under this Agreement.
24. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement; provided, however, that each of the counterparts shall have been executed by the parties hereto.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

Town of Dundee, Florida

Republic Services of Florida, Limited Partnership

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

GENERAL SPECIFICATIONS FOR SERVICES

1. WASTE MATERIAL/SERVICE TYPES. The following Waste Material/Service Types shall be considered in scope during the Term of this Agreement:

<u> x </u> Solid Waste	<u> x </u> Yard Waste
<u> </u> Recyclable Material	<u> x </u> Bulk Waste
<u> x </u> Construction & Demolition Debris	

2. DEFINITIONS

2.1 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

2.2 Bin – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial or Industrial Units.

2.3 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be. Bulky Waste shall not include any Excluded Waste.

2.4 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight. A Bundle shall not include any Excluded Waste.

2.5 Container for Garbage, Rubbish & Yard Waste Collection – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs.

2.6 Container for Recycling – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs.

2.7 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit Municipal Facility or Large Commercial or Industrial Unit.

2.8 Customer – An operator or occupant of a Residential Unit or a Municipal Facility who generates Garbage, Rubbish, Yard Waste or, if covered by this Agreement, Recyclable Materials.

2.9 Disposal Site – A Waste Material depository designated by Company, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies

having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.

2.10 Excluded Waste – Excluded Waste is all Bulky Waste (except as otherwise provided in this Agreement), Large Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and Special Waste.

2.11 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

2.12 Hazardous Waste – A form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

2.13 Industrial Permanent Unit – A premise or location requiring Large Commercial and Industrial Refuse collection for a continuous term from a Bin (i.e., a compactor).

2.14 Industrial Temporary Unit – A premise or location requiring Large Commercial and Industrial Refuse collection on only a temporary basis from a Bin (i.e., a 20, 30 or 40 yard roll-off container). The collection time period is limited to a specific event or a short-term project.

2.15 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

2.16 Large Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated at a Large Commercial or Industrial Unit.

2.17 Large Commercial or Industrial Unit – All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of Town that are not classified as a Residential Unit or Municipal Facility. Metal or plastic container 2 yards or larger.

2.18 Large Dead Animals – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

2.19 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

2.20 Municipal Facilities – Means only those specific municipal locations as set forth on Exhibit B of this Agreement.

2.21 Offal Waste – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

2.22 Residential Unit – A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. For purposes of this Agreement, a Residential Unit shall include a Small Commercial Unit).

2.23 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

2.24 Small Commercial Unit - a small commercial business whose Garbage and Rubbish is placed in not more than three (3) thirty-two (32) gallon containers per collection day, including but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the Town.

2.25 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

2.26 Solid Waste – Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

2.27 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

- (a) Waste generated by an industrial process or a pollution control process;
- (b) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (c) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);
- (d) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (e) Waste which may contain free liquids and requires liquid waste solidification;
- (f) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;
- (g) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;

(h) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);

(i) Waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and

(j) Municipal or commercial solid waste that may have come into contact with any of the foregoing.

2.28 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

2.29 Waste Container – A Container for Garbage, Rubbish and Yard Waste or a Container for Recycling.

2.30 Waste Material – All nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units and Municipal Facilities that is not excluded by this Agreement. Waste Material shall not include any Excluded Waste.

2.31 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

2.32 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length may, but are not required to be, in a container, bag or box. Company shall be obligated to collect no more than ___ containers (or their equivalent) per week from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Customer with Company under terms, prices and documents acceptable to both the Residential Unit Customer and Company.

3. COLLECTION OPERATIONS – GENERAL PROVISIONS

3.1 Location of Containers, Bags and Bundles for Collection. Each Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Town roadways. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any Container, Bag or Bundle not so placed or any Waste Material not in a Container, Bag or Bundle as specified in the applicable Exhibit hereto.

3.2 Hours of Operation. Collection of Waste Material shall not start before 5:00 A.M. or continue after 8:00 P.M. Exceptions to collection hours shall be effected only upon the mutual agreement of the Town and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company.

3.4 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least _____ per week.

3.5 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.6 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Company.

3.7 Disposal. All Waste Material, other than Recyclable Material, collected within the Town under this Agreement shall be deposited at any Disposal Site, selected by the Company, properly authorized by the State.

3.8 Delivery. All Recyclable Material collected for delivery and sale by the Company shall be hauled to a processing facility selected by the Company. The charge for processing shall be included in the rates set forth in Exhibit C.

3.9 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

EXHIBIT B

SOLID WASTE PRICING

- 1) Commercial -
 - a) Carts – 95 gallon – once a week - \$50.19 per month
 - b) Dumpsters – Frequency and size (2,4,6,8 cubic yard) TBD by customer - \$8.84 per cubic yard
 - c) Extra Pick-up - \$120 per pick-up
 - d) Overload Container Charge - \$60
 - e) Lock bar charge - \$10 per month

- 2) Industrial -
 - a) Roll off- Cost varies by customer needs



TOWN COMMISSION MEETING

August 12, 2025 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, PCSO INTERLOCAL AGREEMENT
SUBJECT:	Town Commission will consider approval of the Interlocal Agreement with the Polk County Sheriff's Office (PCSO) which includes an increase in cost for law enforcement services and emergency fire and rescue dispatch services.
STAFF ANALYSIS:	The Town of Dundee is currently under an Interlocal Agreement with the Polk County Sheriff's Office for law enforcement services and Fire/Rescue Emergency 9-1-1 telecommunication dispatch services, effective October 1, 2024, through September 30, 2025. The proposed new agreement will extend these services for the period of October 1, 2025, through September 30, 2026, continuing the provision of both law enforcement and emergency dispatch services during this timeframe.
FISCAL IMPACT:	<p>The contract for Law Enforcement Services for FY 2025-2026 totals \$1,095,119.00, an increase of \$10,811.00 from the FY 2024-2025 amount of \$994,308.00.</p> <p>Fire/Rescue Emergency 9-1-1 Telecommunication Services for FY 2025-2026 is \$11,482.00, an increase of \$547.00 from the FY 2024-2025 amount of \$10,935.00.</p> <p>The total combined increase for FY 2025-2026 is \$10,628.00.</p>
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Letter from John Lees, Staff Attorney, Office of Legal Affairs (for Sheriff Grady Judd, Polk County Sheriff's Office) PCSO Interlocal Agreement



Sheriff Grady Judd

Polk County

Item 1.

1891 Jim Keene Blvd. • Winter Haven, FL 33880-8010 • Phone: 863.298.6200 • www.polksheriff.org

May 16, 2025

Mayor Sam Pennant
Town of Dundee
Post Office Box 1000
Dundee, Florida 33838

Re: Interlocal Agreement

Dear Mr. Pennant:

Please find the enclosed copy of the Interlocal Agreement. At your earliest convenience, please execute the agreement and return the original copy to my attention in the Office of Legal Affairs at the Polk County Sheriff's Office for our records.

Should you have any questions, please feel free to call me at 298-6600.

Sincerely,

John W. Lees
Staff Attorney, Office of Legal Affairs

Enclosure
xc: File

INTERLOCAL AGREEMENT

THIS AGREEMENT is made by and between the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, which is a municipality located within the boundaries of Polk County, Florida (hereinafter referred to as "TOWN") and Grady Judd, as Sheriff of Polk County, a Constitutional Officer of the State of Florida (hereinafter referred to as "SHERIFF").

WHEREAS, the TOWN has heretofore maintained a high level of professional law enforcement services for the benefit of its citizenry thereof, and

WHEREAS, the TOWN is desirous of maintaining the high level of competent professional law enforcement services, and

WHEREAS, the TOWN is desirous of maintaining its law enforcement powers but at the same time wishes to provide for daily law enforcement services through a contractual agreement, and

WHEREAS, the TOWN is also desirous of obtaining its emergency telecommunications services through a contractual agreement, and

WHEREAS, the SHERIFF has agreed to provide the TOWN a high level of professional law enforcement services along with emergency telecommunication services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is undertaken for the benefit of the general public so that, via cooperative effort, the parties may make the most efficient use of their resources, and is authorized by and entered into pursuant to Chapter 163, Florida Statutes, and other applicable law.

Initial: SP

Initial: am

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- a. Sergeant shall mean an individual who is appointed by the SHERIFF, as a supervisor who shall plan, direct, patrol, supervise, and/or perform the activities of a deputy sheriff as set forth in Article 2 of this Agreement.
- b. Deputy Sheriff shall mean an individual, other than those described in a. above, who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Agreement.
- c. Telecommunicator shall mean an individual who is appointed by the SHERIFF, and defined as a person who receives, processes, and dispatches calls for emergency service.
- d. Patrol Unit shall mean one (1) staffed marked patrol car and all standard equipment as defined by the SHERIFF's General Orders.
- e. The local Sheriff's Station for the TOWN shall mean the law enforcement office space provided by the TOWN as set forth in Article 4, located within the TOWN.
- f. Service shall mean comprehensive law enforcement services provided each day of the year on a twenty-four (24) hour per day basis.

g. Secretary shall mean an individual who performs operational, clerical and public relations duties and tasks specific to the position; interacts and cooperates positively with co-workers; responds politely to customers; and functions under intense time pressure in a positive manner to supervision.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Telecommunications and Emergency Fire/Rescue Dispatch Service.

(a). The SHERIFF shall provide to the TOWN professional telecommunications services within and throughout the jurisdiction of the TOWN.

(b). Upon receipt of the emergency call from within the TOWN's jurisdiction, the telecommunicator will coordinate dispatch and radio communication services for law enforcement, fire and emergency medical services for the TOWN.

(c). Telecommunication services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, an agency receiving, processing, and dispatching calls for service.

(d). Performance of all duties and responsibilities of the telecommunicators shall be in accordance with SHERIFF's General Orders.

(e). The parties acknowledge that communications interoperability has been identified as a critical element of the public safety response network. The parties agree to acquire and utilize the same radio communications technology platform in order to be directly interoperable with all other agencies on the system. Radio communications technology platform refers to the radio equipment (portables, mobiles, control stations, consoles) which operate on the current radio system. The equipment utilized must be capable of direct interoperability using

Initial: SP

Initial: am

a shared system and shared channels or talk groups without requiring any type of manual process or intervention such as gateways, bridges, patches, etc.

The parties agree to adhere to the communications protocols, including the requirement to utilize common radio terminology (codes, plain text), which may be discipline specific between fire-rescue and law enforcement.

(f). The parties recognize that each agency may have specific response matrices that dictate which resources will be sent to specific responses, though these may differ from like agencies. The telecommunicator shall dispatch the appropriate units for emergency incidents based on each agencies' requirements and directives.

(g). The purpose of this Agreement shall be to receive calls for emergency assistance, to efficiently coordinate response resources to emergencies and to efficiently and effectively coordinate public safety/emergency services radio communications.

2.2 Law Enforcement Patrol Services. (a). The SHERIFF shall provide to the TOWN, for the term set forth in this Agreement, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.

(b). The SHERIFF shall assign personnel to provide the level of professional law enforcement services consistent with the agreement set forth herein, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.

(1). The Sheriff shall provide exclusively to the TOWN a total of (1) sergeant, nine (9) deputy sheriffs (which includes two (2) school resource deputies), and one (1) secretary.

Initial: SP

Initial: am

The two (2) school resource deputies are contingent upon continued funding by the Polk County School Board.

(2). The SHERIFF shall provide to the TOWN additional deputy sheriffs as mutually agreed upon by the SHERIFF and the TOWN.

(c). Law enforcement services shall encompass all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments.

(d). While contracted to provide law enforcement services, deputy sheriffs will enforce Polk County Ordinances that are applicable within the corporate limits of the TOWN, and Statutes of the State of Florida. Deputy Sheriffs are authorized to enforce the TOWN's Ordinances, which are normally enforced by municipal police. Performance of all duties of deputy sheriffs shall be in accordance with the SHERIFF's General Orders. For TOWN Ordinance purposes, the SHERIFF's operations, management and performance obligations hereinunder shall be considered the TOWN Police Department.

(e). The SHERIFF shall additionally provide to the TOWN when necessary, at no additional cost to the TOWN, the following expertise, services, and facilities:

- Traffic Crash Investigations/Traffic Homicide Investigations;
- Marine Patrol;
- Agricultural Unit (Patrol and Investigations);
- Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations and Collection of Evidence);
- Aviation Support;

- Special Investigations to include: Organized Crime Investigations, Homeland Security, Intelligence Gathering Activities, Criminal Street Gang Investigation and Suppression, and Drug Enforcement;
- Prisoner and Jail Services;
- Records Retention;
- Property and Evidence Section;
- Sheriff Service Officers;
- Patrol and Detection Canine Support;
- Special Weapons and Tactics Team (SWAT);
- Training Section;
- Task Force Personnel;
- Crime Prevention;
- Citizens Assisted Patrol (Volunteers);
- Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victims);
- Reserve Deputy Sheriffs;
- Administrative Investigations (Internal Affairs);
- Emergency and Unusual Occurrences (i.e., hurricanes, tornadoes, etc.);
- Any other such units or services as the Polk County Sheriff's office may provide normally.

(f). The SHERIFF shall provide the TOWN upon the request of the TOWN, such supplemental law enforcement services of a deputy sheriff(s) beyond those services described

Initial: SP

Initial: Am

herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty sheriff's deputies.

(g). In the event of an emergency response call and/or an exigent circumstance arises; deputy sheriff(s) assigned to the TOWN will perform services in a similar way that police departments assist under the Mutual Aid Agreement.

2.3 Administrative Responsibilities. (a). The one (1) sergeant, nine (9) deputy sheriffs, and one (1) secretary will perform all duties and responsibilities consistent with the SHERIFF's General Orders, and this Agreement under the direction of the SHERIFF.

(b). The sergeant or designee will notify the TOWN Manager or designee in a timely manner of any major/significant crimes, incidents, unusual occurrences, or emergencies that occur within the TOWN.

(c). The sergeant shall provide a daily report(s) to the TOWN Manager or designee, at his office, consisting of service activity, segregated by type and geographic locations where applicable.

(d). A formal analysis of law enforcement related trends and indicators within the TOWN shall be prepared and presented to the TOWN on a semi-annual basis by the SHERIFF and shall include the formalized Uniform Crime Report(s) (UCR) and other crime data as contained in the SHERIFF's crime analysis system.

(e). The TOWN and SHERIFF recognize that professional law enforcement services require flexibility in order to meet society's challenge to combat crime and other social conditions. Therefore, the sergeant or designee shall have the discretion to determine staff

Initial: SP

Initial: am

allocation, and assignments in alignment with ongoing law enforcement activity analysis so long as the level of service required by this Agreement is not thereby degraded.

(f). The sergeant or designee shall be responsible for attending all Commission Meetings. The sergeant or designee shall attend community meetings and meetings with the TOWN staff which involves issues of mutual concern or when needed to provide advice or consent on law enforcement issues and other meetings, as requested by the TOWN.

2.4 Safety Cameras. SHERIFF shall provide the TOWN with surveillance cameras for the purpose of crime awareness and prevention. SHERIFF will determine the location and positioning of the cameras for optimal performance. The TOWN agrees to provide SHERIFF permission to install the cameras at designated locations. All rights and manner of use of cameras, and all rights, titles, interest, and use of camera data, shall remain in the control of SHERIFF.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Assignment of Law Enforcement. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff. Every sworn deputy sheriff of the SHERIFF so empowered hereby engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be sworn officers of the TOWN while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Agreement. The SHERIFF shall have and maintain the responsibility

Initial: SP

Initial: am

for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein. SHERIFF shall give reasonable consideration to reassignment of personnel serving the TOWN upon reasonable request of the TOWN.

3.2 Employment Responsibility. (a). The SHERIFF shall be responsible for all insurance benefits, compensation, and/or any status or right during the course of employment with the SHERIFF. Accordingly, the TOWN shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, contribution to pension funds (as provided herein) or to the Florida Retirement System, insurance premiums or payments, Workers' Compensation benefits under Chapter 440, Florida Statutes, or any other amenities of employment to any SHERIFF personnel performing services, duties, and responsibilities hereunder for the benefit of the TOWN and residents thereof.

(b). The SHERIFF shall be financially responsible for all accrued vacation time and sick time benefits of the Transferred Employees during the course of employment with the SHERIFF in the following manner:

(1). Transferred Employees separating from the SHERIFF after successfully completing the probationary period will be compensated for a maximum of two hundred forty (240) vacation hours in accordance with the SHERIFF'S General Order 22.11.

(2). For purposes of determining the accrued rate for vacation leave, the SHERIFF shall utilize the Transferred Employees' latest hire date with the TOWN.

(3). Transferred Employees separating from the SHERIFF will not be paid for unused sick leave pursuant to SHERIFF's General Order 22.11.

Initial: SP

Initial: Am

(4). Transferred Employees were eligible to join the sick leave pool of the SHERIFF if contribution requirements are able to be met with transferred sick leave time.

(5). Transferred Employees will accrue holiday time pursuant to SHERIFF's General Order 22.11.

(6). All Transferred Employees shall be eligible for promotional opportunities based upon their years of service with the TOWN and other qualifications.

3.3 Employment: Right of Control. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.4 SHERIFF's General Orders. The SHERIFF shall provide the TOWN a copy of the SHERIFF's General Orders, including any updates and amendments added after publication.

3.5 Recognitions and Awards. Recognitions and Awards shall be paid for by the SHERIFF.

ARTICLE 4 – TOWN'S RESPONSIBILITIES

4.1 Office Space. (a). The TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building and/or ground maintenance, pest control, alarm services, and janitorial services for those facilities designated as the Station. The SHERIFF shall maintain the Station in a clean and sanitary condition, free from trash and debris, with normal use excepted. In the event the SHERIFF, his employees, or appointees destroy, deface, damage, impair, or remove any part of the Station, the SHERIFF will be responsible, to the extent permitted by law, for repairing or replacing such property.

Initial: SP

Initial: an

(b). Future space planning shall be coordinated with the SHERIFF and the TOWN.

(c). The use and occupancy by the SHERIFF of the Station shall include the use of common areas shared with others entitled thereto, including but not limited to, the automobile parking areas, driveways, pathways, entranceways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN; subject to the terms and conditions of this Agreement.

(d). The TOWN shall, during the term of this Agreement, at its sole cost and expense, maintain appropriate insurance coverage to include general liability and fire and casualty coverage, either through a commercial insurance carrier or a self-insurance program of sufficient coverage, to protect the TOWN and the SHERIFF in the event of claims relating to the Station or damage and/or destruction of the Station provided to the SHERIFF under this Agreement. The TOWN shall provide a copy of its insurance policy or self-insurance policy certificate to the SHERIFF within thirty (30) days of the effective date of this Agreement.

(e). If for any reason the TOWN fails to provide the SHERIFF with a Station, as required above, the SHERIFF is relieved from his obligation to provide, inside the boundaries of the TOWN, those contracted or future contracted administrative services, including all positions indicated in this Agreement, and such other services which required a physical structure within the TOWN. All positions indicated in this Agreement will be relocated to the SHERIFF's District headquarters office and will carry out their job functions as required under this Agreement from said location.

Initial: SP

Initial: am

(f). The TOWN's failure to provide the SHERIFF with a Station will require the SHERIFF's Deputies to attend roll call at the SHERIFF's Southeast District Command, and any additional travel time incurred will, as agreed upon by the TOWN and the SHERIFF, be part of the contracted hours.

4.2 Ordinances. The TOWN shall provide two (2) copies of the TOWN Ordinances as adopted, with updates as received, to the SHERIFF.

ARTICLE 5 – CONSIDERATION

5.1. Professional Law Enforcement/Telecommunication Services. TOWN shall pay the SHERIFF as payment in full for services herein agreed to be performed the sum of one million ninety five thousand one hundred nineteen dollars (\$1,095,119.00) for the term of this Agreement.

5.2 If the price of fuel exceeds \$4.00 a gallon, for a calendar month (average price per month), the TOWN and SHERIFF shall negotiate in good faith, in a manner mutually agreed upon, by both parties a fuel adjustment reimbursement that shall be invoiced by the SHERIFF as incurred and paid within thirty (30) days.

5.3 Additional law enforcement services requested by the TOWN, as set forth in Article 2.2 of this Agreement, shall be invoiced and compensated monthly at actual wage and benefit rate.

5.4 Supplemental law enforcement services requested by the TOWN, as set forth in Article 2.2(f) of this Agreement, shall be invoiced and compensated monthly at the actual wage and benefit rate of the deputy sheriff.

Initial: SP

Initial: am

5.5 The TOWN agrees to reimburse the SHERIFF for the cameras set forth in paragraph 2.4 and for the cost of installation. Cameras currently in place at the start of the term of this Agreement shall be invoiced on October 1, 2025. If the parties agree to add additional cameras during the term of this Agreement, the costs of the cameras and installation shall be invoiced as they are added. The TOWN agrees to submit payment to the SHERIFF within thirty (30) days of invoice.

5.6 The TOWN shall make monthly payments in advance in the amount of one-twelfth (1/12) of the base contract amount. Monthly payments shall be made prior to the first day of each month. Additional law enforcement services requested by the TOWN, as set forth in Article 2.2(b)(2) of this Agreement, shall be invoiced by the SHERIFF as provided and shall be paid by the TOWN within thirty (30) days.

5.7 Emergency Fire and Rescue Dispatch Services. In Addition to the amounts listed set forth above, TOWN shall also pay to the SHERIFF as payment in full for Fire/Rescue Emergency 9-1-1 telecommunication services as agreed to be performed the sum of eleven thousand four hundred eighty two dollars (\$11,482.00).

ARTICLE 6 – AUDIT OF RECORDS

The TOWN or designee may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF's records relating to the services provided pursuant to the terms of this Agreement.

ARTICLE 7 – FINES, FORFEITURE, PAYMENT

7.1 All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the TOWN pursuant to Section 938, Florida Statutes, shall be transferred to the SHERIFF and used by the SHERIFF for law enforcement education purposes of supplementing

Initial: SP

Initial: am

training for deputies assigned to the TOWN. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which the TOWN receives or may hereinafter receive by way of entitlement programs, grants, or otherwise in connection with police or law enforcement education activities.

7.2 All fines and forfeitures levied and collected pursuant to Chapter 316, Florida Statutes, as the same may be amended from time-to-time, shall be forwarded to the TOWN consistent with the distribution requirements of Section 318.21, Florida Statutes.

7.3 The TOWN shall adopt the Polk County Alarm Ordinance, which shall be enforced by the SHERIFF.

7.4 Apart from such funds, the TOWN shall have no claim or right to any other monies or things of value which TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with police or law enforcement activities.

ARTICLE 8 – HOLD HARMLESS

8.1 To the extent and limits permitted by controlling law, the SHERIFF will indemnify and hold harmless the TOWN against any claims, and the cost of defending such claims, including but not limited to reasonable attorney's fees (both trial and appellate), filed against the SHERIFF and/or the TOWN, arising directly or indirectly, as a result of, or in connection with any intentional and/or negligent acts or omissions of the SHERIFF's office or its deputies', agents', or employees' related to the services provided in this Agreement. Provided however, in no event will the SHERIFF pay any attorney's fees and/or costs connected with an action brought by the TOWN against the SHERIFF related to the services provided in this Agreement to the extent that

such an action does not arise out of the indemnification given by the SHERIFF to the TOWN as set forth herein.

8.2 To the extent and limits implemented under controlling law, the TOWN will indemnify and hold the SHERIFF harmless against any claims, and the cost of defending such claims, including but not limited to reasonable attorney's fees (both trial and appellate), filed against the TOWN and/or the SHERIFF, arising directly or indirectly, or as a result of, or in connection with any intentional and/or negligent acts or omissions of the TOWN, its agents', or employees'. Provided however, in no event will the TOWN pay any attorney's fees and/or costs connected with an action brought by the SHERIFF against the TOWN to the extent that such an action does not arise out of the indemnification given by the TOWN to the SHERIFF as set forth herein.

8.3 Nothing contained herein shall be construed to limit or modify the provisions of Section 768.28, Florida Statutes, as it applies to the TOWN and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF or the TOWN pursuant to the provisions of Chapter 768, Florida Statutes.

ARTICLE 9 – INDEPENDENT CONTRACTOR

The SHERIFF, for the purpose of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested to the SHERIFF and his Deputies pursuant to Article 3.

Initial: SP

Initial: am

ARTICLE 10 – TERM

This Agreement shall remain in full force and effect commencing October 1, 2025, and ending September 30, 2026, all dates inclusive, unless the Agreement is otherwise extended or terminated in accordance with the terms hereof.

ARTICLE 11 – TERMINATION

This Agreement may be terminated by either party for any or no cause by giving advance notice to the other party of not less than one hundred and eighty (180) days in the manner set forth in Article 14 of this Agreement. However, termination of this Agreement shall not abridge or modify the obligations pertaining to the reestablishment of a police department; the parties agree there will be no lapse in law enforcement services.

ARTICLE 12 – TRANSITION

12.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF's Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

12.2 In the event of termination or upon expiration of this Agreement, the SHERIFF will return, at the request of the TOWN, an equal amount of equipment, supplies, vehicles, fixtures, and furnishings transferred from the TOWN.

Initial: SA

Initial: am

ARTICLE 13 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

13.1 The SHERIFF, by his execution hereof, does hereby represent to the TOWN that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect:

(a). His making and executing this Agreement shall create a legal obligation upon himself and the Polk County Sheriff's Office.

(b). This Agreement shall be enforceable by the TOWN according and to the extent of the provisions hereof.

13.2 Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder is intended to in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida or any policy, rule, and/or ordinance of the County, or the laws of the State of Florida.

13.3 The Mayor, by his/her execution hereof, does represent to the SHERIFF that he/she has full power and authority to make and execute this Agreement on behalf of the TOWN.

13.4 Nothing herein contained and no obligation on the part of the TOWN to be performed herein under is intended to in any way be contrary to or in contravention of any policy, rule and/or ordinance of the TOWN or the laws of the State of Florida.

ARTICLE 14 – NOTICE

All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States Mail, registered or certified, return receipt requested, postage

Initial: SP

Initial: am

prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the TOWN, to:

Town of Dundee
Attn: Town Manager
Post Office Box 1000
Dundee, Florida 33838

With a Copy to:

Town of Dundee Attorney

In case of the SHERIFF, to:

Polk County Sheriff's Office
Attn: Office of Legal Affairs
1891 Jim Keene Blvd
Winter Haven, Florida 33880

ARTICLE 15 – NON-ASSIGNABILITY

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the TOWN, which consent must be evidenced by a duly passed resolution.

Initial: SA

Initial: am

ARTICLE 16 – THIRD PARTIES

In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

ARTICLE 17 – COMMUNICATIONS

All Communications related to Law Enforcement, Detention, and Law Enforcement Related Telecommunications issues will first be routed through the Town Manager's Office who will in turn route them to the SHERIFF.

ARTICLE 18 – IMPACT FEES

Notwithstanding any provision herein to the contrary, TOWN shall be entitled to keep the funds generated from any impact fee imposed to be utilized for proper and allowable law enforcement capital recovery costs as agreed upon by the SHERIFF and TOWN and consistent with Florida law and the TOWN's Code of Ordinances.

ARTICLE 19 – EDWARD BYRNE GRANT

All purchases made with monies awarded through the Edward Byrne Grant shall be mutually agreed upon by the SHERIFF and the TOWN.

ARTICLE 20 – JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Initial: SPInitial: am

ARTICLE 21 – ENTIRE AGREEMENT

This Agreement constitutes the complete understanding of the parties and merges and supersedes any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

ARTICLE 22 – SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

ARTICLE 23 – AMENDMENTS OR MODIFICATIONS

Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modifications of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

ARTICLE 24 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance.

Initial: SPInitial: am

ARTICLE 25 – FORUM AND VENUE

All actions regarding this Agreement shall be formed and venued in a court of competent subject matter jurisdiction, in Polk County, Florida, or the Federal Middle District Court of Florida, located in Tampa, Florida.

IN WITNESS WHEREOF, the parties have caused this interlocal agreement to be executed for the uses and purposes set forth herein.

POLK COUNTY SHERIFF'S OFFICE
BY ANDRIA MCDONALD, EXECUTIVE DIRECTOR

ATTEST

Andria McDonald

Lorie Moyer
WITNESS TO ANDRIA MCDONALD

Date: 5/16/25

APPROVED AS TO FORM:
BY SHERIFF'S GENERAL COUNSEL

John W. [Signature]

TOWN OF DUNDEE
BY SAM PENNANT, MAYOR

ATTEST
BY TOWN CLERK

[Signature]

[Signature]

Date: 6-3-25

APPROVED AS TO FORM

BY: [Signature]
TOWN OF DUNDEE ATTORNEY

Initial: SP

Initial: an



TOWN COMMISSION MEETING

August 12, 2025, at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, 0 SCENIC HWY CORRECTIVE UTILITY EASEMENT
SUBJECT:	The Town Commission will consider the approval and acceptance of corrective Utility Easement
STAFF ANALYSIS:	On May 27, 2025, the Commission approved the Town Easement identified by that certain plat entitled Vista Del Lago Phase II-Replat. It was discovered that the Utility Easement was recorded without the referenced Exhibits A-B; thus, a corrective instrument is required
FISCAL IMPACT:	No Fiscal Impact
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	0 Scenic Hwy Corrective Utility Easement Indemnification and Hold Harmless Agreement Resolution 25-17 Exhibits A-C

Prepared by and return to:

Town of Dundee
Development Services
202 East Main Street
Dundee, FL 33838
(863) 438-8330

PARCEL ID. # (See Composite Exhibit "A")

CORRECTIVE UTILITY EASEMENT

THIS CORRECTIVE UTILITY EASEMENT (hereinafter the "Easement") made this _____ day of _____, 2025, between the **ARACELIS MARQUEZ RUIZ**, a single person, with a mailing address of 7799 Scenic Highway, Dundee, Florida 33838 (hereinafter referred to as the "Grantor"), and the **TOWN OF DUNDEE**, a municipal corporation under the laws of the State of Florida, with an address of 202 East Main Street, Dundee, FL 33838 (hereinafter the "Grantee").

WITNESSETH: That the Grantor, in consideration of the sum of Ten Dollars (\$10.00); and other valuable considerations paid, the receipt of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a **perpetual Utility Easement**, to access, install, construct operate, repair, replace and/or maintain water, wastewater and/or re-claimed water line(s) and related infrastructure and/or facilities, in, under, over, upon and through the property described below and to access for the limited purposes of performing emergency repairs to storm water utility line(s) and related infrastructure and/or facilities in, under, over, upon and through the following described land in Polk County, Florida, as shown on **Exhibit "B"** attached hereto and incorporated herein by reference.

THIS "CORRECTIVE UTILITY EASEMENT" IS RECORDED TO INCLUDE EXHIBIT "A" AND EXHIBIT "B" AND SHALL TAKE THE PLACE OF THAT CERTAIN "UTILITY EASEMENT" RECORDED ON MAY 19, 2025, IN OFFICIAL RECORDS BOOK 13553, PAGE(S) 1346-1349, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

See Legal Description and Sketch as Composite Exhibit "B" attached hereto and incorporated herein by reference,

(hereinafter the "Easement Area").

The Easement includes and reserves unto the Grantee ingress and egress in, over, under, upon and through the Easement Area and any tract(s), easement(s), private drainage easement(s), and the private utility easement(s) for the Grantee's provision of water, wastewater, re-claimed water, stormwater utility services, including doing such work and repair as may be necessary underground and under the surface of the Easement Area subject to the limitations in the Easement as to stormwater utility matters (see **Exhibit "B"**), provided that the Town of Dundee shall not be obligated to replace or restore any surface improvements on and/or within the Easement Area which the Town of Dundee does not own and which may have been damaged or removed as a result of such work, and the Town of Dundee shall only be obligated to replace or restore the surface of the

Property (other than where the Town's infrastructure and facilities are above grade) to its natural or improved state. The Grantor shall have the right and duty to replace and restore any surface improvements on and/or within the Easement Area and to maintain the surface of the Easement Area subject to this Easement, excepting only the above-grade Town of Dundee infrastructure and facilities.

The stormwater drainage easement(s), drainage and retention easement(s), and the drainage and access for maintenance easement(s) related to stormwater utility line(s) and related infrastructure which are provided for herein are for the sole purpose of providing emergency maintenance and repair(s) to and/or for the stormwater utility line(s) and related infrastructure as Grantee determines within its sole discretion may be necessary to protect public improvements, together with the right, but not the obligation, to perform emergency maintenance and repair(s) to such stormwater utility line(s) and related infrastructure located on and/or within the Easement Area (see **Exhibit "B"**). **Other than emergency maintenance that the Grantee determines within its sole discretion is necessary to protect public improvements as identified above, the Grantee shall not be responsible for the maintenance of any part of the stormwater line(s) and related infrastructure located on and/or within the Easement Area.**

This Easement includes and reserves unto the Grantee ingress and egress in, over, under, upon and through the Easement Area in order to perform any such work and repair as may be necessary underground and under the surface of the Easement Area as set forth herein that Grantee determines within its sole discretion is necessary.

Grantor shall not place any landscaping, fences, structures or other obstructions, albeit temporary or permanent, within this Easement Area that would in any way hinder, delay, or impair the access and/or operation and maintenance of the utilities within the Easement Area.

Grantor acknowledges and represents that, by voluntarily granting this Easement, it has knowingly and voluntarily abandoned, released, and waived the development right(s), if any, which passed to Grantor with the conveyance of the fee simple interest of the parent tract.

This Easement shall be perpetual.

The Grantor covenants with the Grantee that it is lawfully seized and/or is a duly authorized representative of said lands and that it has good, right, and lawful authority to grant this Easement.

The Grantor and Grantee acknowledge and represent that, in the event of a mistake by one or both parties to this Easement as to the identity, situation, boundary, title, amount, or value of the Easement set forth herein and conveyed, any such mistake shall be considered mutual and equity will reform this Easement in order to conform to the intent of Grantor and Grantee as if the mistake did not occur.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF the Grantor hereunto set his/her/their hand and seal this ____ day
of _____ A.D. 2025

Signed, sealed, and delivered
in the presence of:

ARACCELIS MARQUEZ RUIZ,
a single person

↑ Witness signature ↑

Print witness name: _____

↑ Witness signature ↑

Print witness name: _____

Note: Two (2) **witness** signatures required, notary on reverse side may sign as a witness above.

STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned authority, this day personally appeared, by means of ☐ physical presence
or ☐ online notarization, _____, as _____ of _____, a Florida _____,
who is ☐ personally known to me or ☐ who produced a driver's license as identification, and who
executed the foregoing instrument, and acknowledged to and before me that he executed said
instrument for the purposes therein expressed.

WITNESS my hand and official seal this ____ day of _____, 2025.

My Commission expires:

Notary Public in and for the State of Florida at Large

(AFFIX NOTARY SEAL)

Parcel Details: 27-28-27-835500-000392

Owners [Recently purchased this property? Click here.](#)

RUIZ ARACELIS MARQUEZ 100%

Mailing Address [\(Address Change form\)](#)

7799 SCENIC HWY
DUNDEE FL 33838

Physical Street Address [Why postal city and municipality? Click here.](#)

0 SCENIC HIGHWAY

Postal City and Zip

DUNDEE FL 33838

Parcel Information

Municipality **DUNDEE (Code: 90460)**
140630.00
 Neighborhood [Search Recent Sales in this Neighborhood](#)
 Subdivision **FLA HIGHLANDS COMPANY
SUB PB 1 PG 87**
 Property (DOR) Use Code **Vac.Res (Code: 0001)**
 Acreage **0.22**
[Community Redevelopment Area](#) **NOT IN CRA**

Property Desc

DISCLAIMER: The property description provided is a summary of the original legal description and should not be used for conveying property, as it may render the deed invalid.

Area Map



Recorded Plat

[Recorded Plat for this parcel](#)

Section Maps for 272827

[HTML \(opens in new tab\)](#)

[Printable PDF](#)

Sales History

Important Notice: If you wish to obtain a copy of a deed for this parcel, click on the blue OR Book/Page number. If the Book/Page number does not have a blue link or if the document is restricted, it may not be available online. Please contact the Polk County Clerk Indexing Department at 863-534-4516. If the Type Inst is an "R", please contact the Property Appraiser at 863-534-4765 to order "R" type instruments.

OR Book/Page	Date	Type Inst	Vacant/Improved	Grantee	Sales Price
13381/01064	12/2024	W	I	RUIZ ARACELIS MARQUEZ	\$319,000
13381/01061	12/2024	W	V	SIGNATURE HOMES & LAND DEVELOPMENT	\$52,000

10136/01025	04/2017	M	V	OWNER OF RECORD	\$0
09640/00353	09/2015	W	V	AG INVESTMENTS OF POLK COUNTY LLC	\$90,000
08240/01999	10/2010	C	V	PERM 4 LLC	\$0
08208/00144	08/2010	W	V	PERM 4 LLC	\$375,000
6446/0717	10/2005	W	V	PRECISION LAND INVESTMENTS INC	\$1,151,700
5698/1810	03/2004	W	V	VISTA DEL LAGO OF POLK COUNTY LLC	\$842,900
3456/0025	10/1994	W	V	ALT 27 DUNDEE GROVES PARTNETSHIP	\$35,150

Exemptions

Note: The drop down menus below provide information on the amount of exemption applied to each taxing district. The HX—first \$25,000 homestead exemption may be allocated to one or more owners. The HB second amended homestead exemption reflects the name of the first owner only.

Code	Bld. #	Description	% Ownership	Renew Cd	Year Name	Note	Value
------	--------	-------------	-------------	----------	-----------	------	-------

PERMITS

Please contact the [appropriate permit issuing agency](#) to obtain information. This property is located in the **DUNDEE** taxing district.

Land Lines

LN	Land Description	Ag/GreenBelt	Land Unit Type	Front	Depth	Units
1 *	RESIDENTIAL	N	ACREAGE	0	0	0.22
* For Zoning/Future Land Use contact Polk County or the Municipality the parcel is located in.						

NOTICE: All information ABOVE this notice is current (as of Thursday, May 22, 2025 at 2:09:24 AM). All information BELOW this notice is from the 2024 Tax Roll, except where otherwise noted.

Value Summary (2024)

Desc	Value
LAND VALUE	\$8,560
BUILDING VALUE	\$0
EXTRA FEATURES VALUE	\$0
JUST MARKET VALUE	\$8,560
AG CLASSIFIED LAND VALUE	\$0
AGRICULTURE CLASSIFICATION SAVINGS	\$0
* HOMESTEAD CAP AND SOH PORTABILITY SAVINGS	\$61
ASSESSED VALUE	\$8,499
EXEMPTION VALUE (COUNTY)	\$0
TAXABLE VALUE (COUNTY)	\$8,499

*This property contains a Non Homestead Cap with a differential of \$61.

Values by District (2024)

District Description	Just Market Value	Assessed Value	Exemption	Final Tax Savings	Taxable Value	Final Tax Rate	Final Taxes
----------------------	-------------------	----------------	-----------	-------------------	---------------	----------------	-------------

COUNTY COMMISSIONERS	\$8,560	\$8,499	\$0	\$0.00	\$8,499	6.634800	\$56.39
POLK COUNTY SCHOOL BOARD - STATE	\$8,560	\$8,560	\$0	\$0.00	\$8,560	3.048000	\$26.09
POLK COUNTY SCHOOL BOARD - LOCAL	\$8,560	\$8,560	\$0	\$0.00	\$8,560	2.248000	\$19.24
TOWN OF DUNDEE	\$8,560	\$8,499	\$0	\$0.00	\$8,499	7.900000	\$67.14
SOUTHWEST FLA WATER MGMT DIST	\$8,560	\$8,499	\$0	\$0.00	\$8,499	0.190900	\$1.62
				Tax Savings:	\$0.00	Total Taxes:	\$170.48

Non-Ad Valorem Assessments (2024)

LN	Code	Desc	Units	Rate	Assessment
1	FC460	DUNDEE FIRE PROTECTION	1.00	9.00	\$9.00
2	ST460	DUNDEE STORMWATER UTILITY	1.00	34.50	\$34.50
Total Assessments					\$43.50

Taxes

Desc	Last Year (2023)	2024 Final
Taxing District	DUNDEE/SWFWMD (Code: 90460)	DUNDEE/SWFWMD (Code: 90460)
Millage Rate	20.1975	20.0217
Ad Valorem Assessments	\$159.38	\$170.48
Non-Ad Valorem Assessments	\$43.50	\$43.50
Total Taxes	\$202.88	\$213.98

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this page, such as assessments for roads, drainage, garbage, fire, lighting, water, sewer, or other governmental services and facilities which may be levied by your county, city or any other special district. [Visit the Polk County Tax Collector's site for Tax Bill information related to this account.](#)

Prior Year Final Values

The Final Tax Roll is the 1st certification of the tax rolls by the Value Adjustment Board, [per Florida Statute 193.122\(2\), F.S.](#) This is the date all taxable property and tax rolls are certified for collection to the Tax Collector. Corrections made after this date are not reflected in the Final Tax Roll Values.

2023

LAND VALUE	\$8,341.00
BUILDING VALUE	\$0.00
EXTRA FEATURES VALUE	\$0.00
JUST MARKET VALUE	\$8,341.00

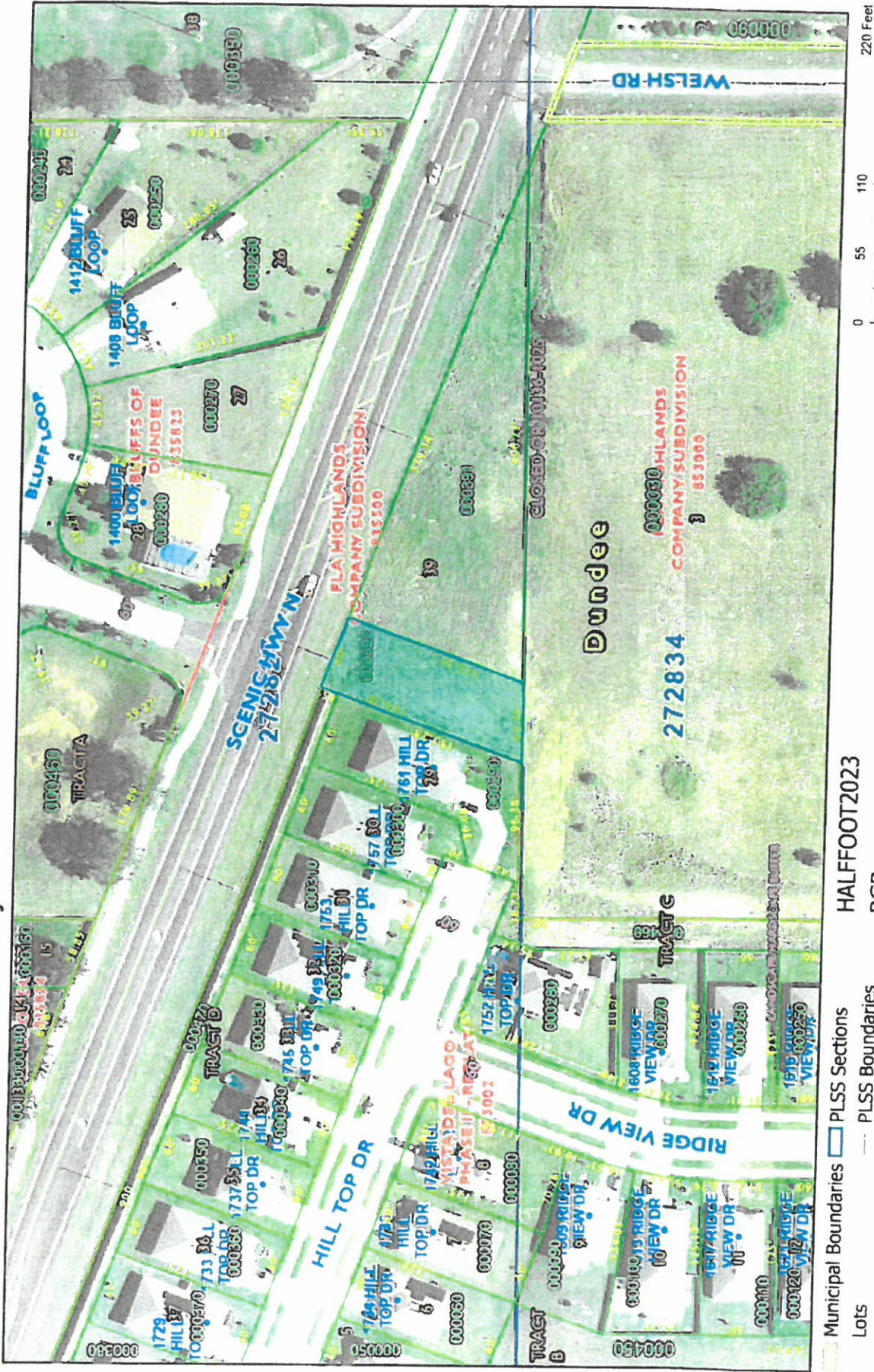
ASSESSED VALUE	\$7,726.00
EXEMPTION VALUE (COUNTY)	\$0.00
TAXABLE VALUE (COUNTY)	\$7,726.00
2022	
LAND VALUE	\$7,024.00
BUILDING VALUE	\$0.00
EXTRA FEATURES VALUE	\$0.00
JUST MARKET VALUE	\$7,024.00
HOMESTEAD CAP AND SOH PORTABILITY SAVINGS	\$0.00
ASSESSED VALUE	\$7,024.00
EXEMPTION VALUE (COUNTY)	\$0.00
TAXABLE VALUE (COUNTY)	\$7,024.00

DISCLAIMER:

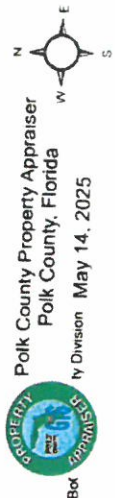
The Polk County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

Last Updated: Thursday, May 22, 2025 at 2:09:24 AM

Utility Easement 0 Scenic Hwy



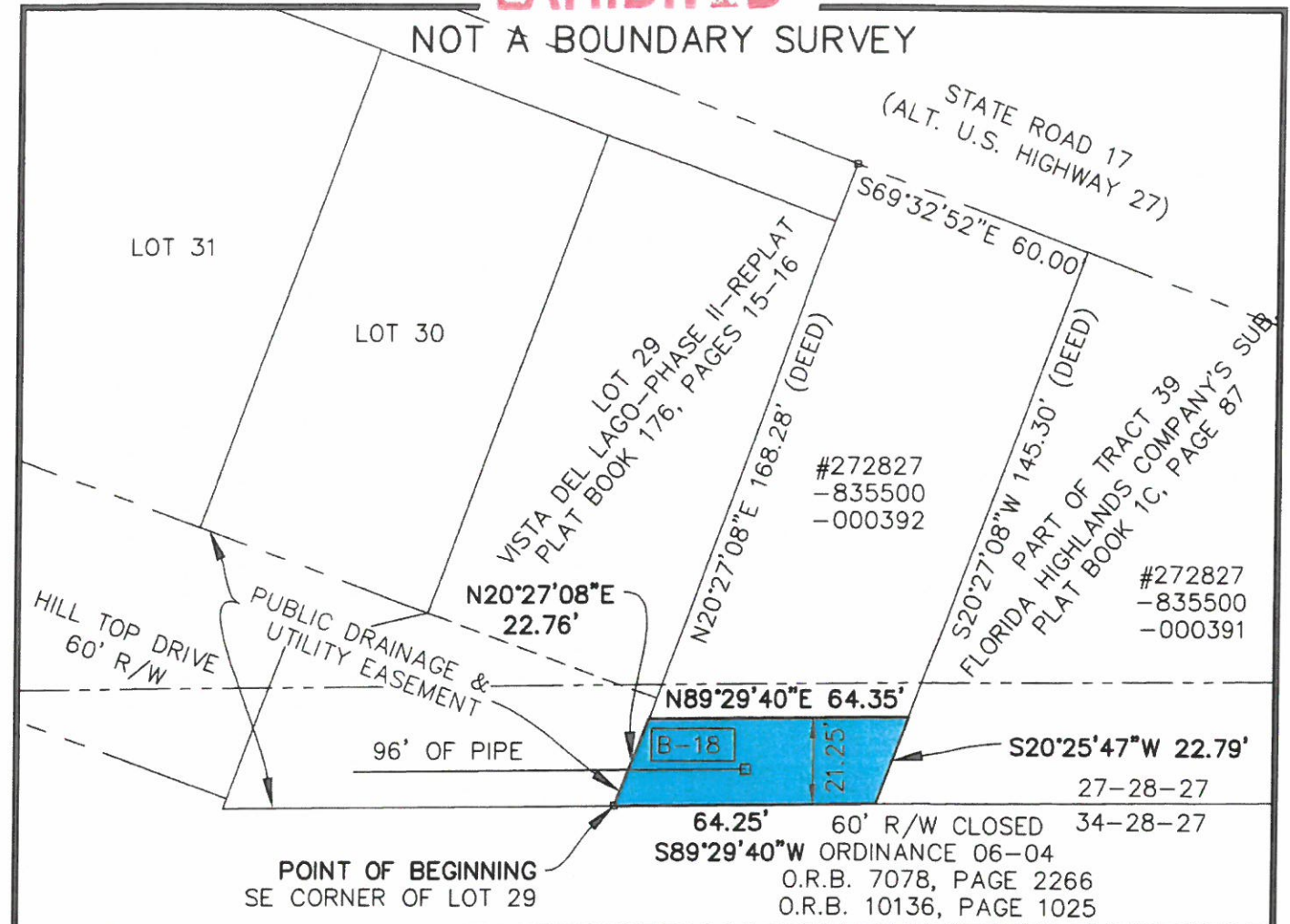
All maps are worksheets used for illustrative purposes only. they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is"



- HALFFOOT2023
- RGB
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- Municipal Boundaries
- PLSS Sections
- PLSS Boundaries
- Subdivisions
- E911 Site Address Points
- PLSS Townships

EXHIBIT B

Item 2.



LEGEND

- B-18 ☐ STORM INLET
- ☐ PRM
- ☒ EASEMENT

DESCRIPTION:

THE SOUTH 21.25 FEET OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 13381, PAGE 1064 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEAST CORNER OF LOT 29 OF VISTA DEL LAGO-PHASE II-REPLAT AS RECORDED IN PLAT BOOK 176, PAGE 15 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID LOT 29, N20°27'08"E A DISTANCE OF 22.76 FEET; THENCE LEAVING SAID EAST LINE, N89°29'40"E A DISTANCE OF 64.35 FEET TO THE EAST LINE OF SAID PARCEL; THENCE ALONG THE EAST LINE OF SAID PARCEL, S20°25'47"W A DISTANCE OF 22.79 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTH LINE OF SAID PARCEL, S89°29'40"W A DISTANCE OF 64.25 FEET TO THE **POINT OF BEGINNING**.
SAID EASEMENT CONTAINS 1367.7 SQUARE FEET, MORE OR LESS.

ALAN L. RAYL, PE, PSM



PREPARED FOR:

TOWN OF DUNDEE
202 EAST MAIN STREET
DUNDEE, FLORIDA 33838

SHEET TITLE:

SCENIC HIGHWAY
DESCRIPTION SKETCH
PUBLIC DRAINAGE & UTILITY EASEMENT

JOB NO.

25-111

DATE:

MARCH, 2024

DRAWN BY:

JPT

CHECKED BY:

AR



1 OF 1

Prepared by and return to:
 This instrument prepared by: **Linda Holewinski**
Real Estate Title Services, Inc.
32 Third Street, SW
Winter Haven, FL 33880
(863) 299-6942
 File No.: **24-0381**

INSTR # 2024293230
 BK 13381 Pgs 1064-1065 PG(s)2
 12/30/2024 11:07:47 AM
 STACY M. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 RECORDING FEES 18.50
 DEED DOC 2,233.00

[Space Above This Line For Recording Data]

WARRANTY DEED

This Warranty Deed Made this **19th day of December, 2024** by **Signature Homes & Land Development of Florida LLC, a Florida Limited Liability Company**, hereinafter called the grantor, whose post office address is: **522 Magnolia Ave, Auburndale, FL 33823**

to: **Aracelis Marquez Ruiz, a single person**, whose post office address is: **7799 Scenic Hwy, Dundee, FL 33838**, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in **Polk County, Florida**, viz:

A tract of parcel of land lying in a portion of Section 27, Township 28 South, Range 27 East, Polk County, Florida and being more particularly described as follows: Commence at the Northeast corner for Lot 29, VISTA DEL LAGO - PHASE II - REPLAT, as recorded in Plat Book 179, Page 16, of the Public Records for Polk County, Florida, said point lying on the Southerly right of way boundary for State Road 17 (Alternate U.S. Highway No. 27), said right of way shown on Florida Department of Transportation Right-of-Way Map for Section 1609, Sheet 15; run thence South 69°32'52" East along said right of way boundary a distance of 60.00 feet; thence departing said right of way run South 20°27'08" West a distance of 145.30 feet to a point on the South boundary for said Section 27; thence run South 89°29'40" West along said South boundary line a distance of 64.25 feet to the Southeast corner for aforesaid Lot 29; thence run North 20°27'08" East along the Easterly boundary for said Lot 29 a distance of 168.28 feet to the Point of Beginning. Described tract or parcel being a portion of Lot or Tract 39 of Florida Highlands Company's Subdivision, as recorded in Plat Book 1C, Page 87, of the Public Records for Polk County, Florida.

Parcel Identification Number: 272827-835500-000392

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.


And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 12/31/2024, reservations, restrictions and easements of record, if any.

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates)

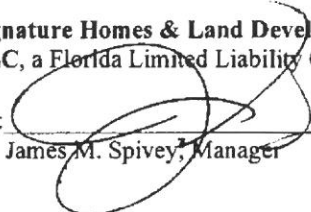
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

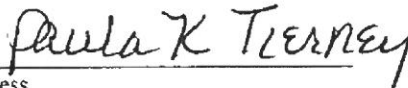
Warranty Deed... continued

Signed, Sealed and Delivered in Our Presence:


 Witness
 Printed Name: AUBREY BREWER
 P.O. Address: 32 Third St., SW
 Winter Haven, FL 33880

Signature Homes & Land Development of Florida
 LLC, a Florida Limited Liability Company

By: 
 James M. Spivey, Manager

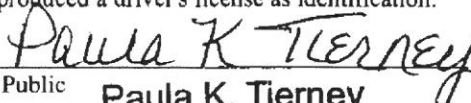

 Witness
 Printed Name: Paula K. Tierney
 P.O. Address: 32 Third St., SW
 Winter Haven, FL 33880

State of Florida
 County of Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of December, 2024 by James M. Spivey, Manager of Signature Homes & Land Development of Florida LLC who ☐ is personally known or ☒ has produced a driver's license as identification.

[Seal]




 Notary Public
 Print Name: Paula K. Tierney
 My Commission Expires:

Space reserved for recording

**TOWN OF DUNDEE
INDEMNIFICATION, HOLD HARMLESS AND MAINTENANCE AGREEMENT**

This **TOWN OF DUNDEE INDEMNIFICATION, HOLD HARMLESS AND MAINTENANCE AGREEMENT** (hereafter the “Agreement”), is made this ____ day of _____, 2025, by and between the **Town of Dundee** (hereafter the “Town”), a municipal corporation organized and existing under the laws of the State of Florida, and **Aracelis Marquez Ruiz** (hereafter “Ruiz”), a single person, whose post office address is 7799 Scenic Hwy, Dundee, FL 33838, on behalf of themselves, their permitted assigns and successors, in exchange for the covenants and consideration(s) set forth below, the Town and Ruiz acknowledge and agree:

FACTUAL RECITALS

WHEREAS, the Town of Dundee (hereinafter the “Town”) is a Florida municipal corporation vested with home rule authority pursuant to the *Municipal Home Rule Powers Act* (Ch. 166, Florida Statutes) 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, Ruiz and Town acknowledge and agree that this Agreement is entered into pursuant to the *Municipal Home Rule Powers Act* (Ch. 166, Florida Statutes), *Article VIII, §2 of the Florida Constitution*, and applicable provisions of the *Code of Ordinances of the Town of Dundee, Florida* and *Town of Dundee Land Development Code*; and

WHEREAS, Ruiz and Town acknowledge and agree that this Agreement is intended to acknowledge and memorialize the voluntary and mutually agreed upon conditions, consideration, provisions, requirements and terms set forth in this Agreement; and

WHEREAS, on December 24, 2019, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the “Town Commission”) adopted *Town of Dundee Resolution No. 19-21* which approved with conditions that certain plat entitled *Vista Del Lago Phase II-Replat* (the “Development”) recorded in Plat Book 176, page 15, public records of Polk County, Florida; and

WHEREAS, Town staff and Town consultants confirmed that all utility improvements located on the real property within the Development, as identified by the that certain plat entitled *Vista Del Lago Phase II-Replat*, were completed to the standards set forth by the Town, passed all necessary and required tests, received the necessary and required certifications, and the utility system(s) are operational pursuant to Town standards; and

WHEREAS, on January 28, 2020, at a duly noticed public meeting, the Town Commission adopted *Town of Dundee Resolution No. 20-05* (hereafter the “Vista Resolution”) which accepted the infrastructure and improvements located on the real property within the Development; and

WHEREAS, the Vista Resolution accepted the infrastructure related to water, wastewater, stormwater drainage, roads, streets and rights-of-way located on the real property within the Development; and

WHEREAS, on December 18, 2024, marketable fee simple title to the real property, which the Polk County Property Appraiser identifies as Parcel Number 272827-835500-000392 (the “Property”), was vested in **Signature Homes & Land Development of FL, LLC**, by virtue of the certain Warranty Deed recorded in the Official Records Book 13381, Page(s) 1061-1062, Public Records of Polk County, Florida; and

WHEREAS, Ruiz was conveyed fee simple title to the Property by virtue of that certain Warranty Deed (hereafter the “Deed”) dated December 19, 2024, and recorded in Official Records Book 13381, Page(s) 1064-1065, public records of Polk County, Florida; and

WHEREAS, a copy of the Deed is attached hereto as **Exhibit “A”** and made a part hereof by reference; and

WHEREAS, pursuant to *Section 7.02.00 of the Town of Dundee Land Development Code* (“LDC”), Ruiz submitted an application for approval of a *site development plan* (the “Application”) in order to construct a single-family residence on the Property; and

WHEREAS, Ruiz and Town acknowledge and agree that, upon review of the Application by the Town, the Town identified a sixty (60) foot stormwater drainage and retention easement located on the Property and immediately adjacent to the Development (hereafter the “Vista Easement”); and

WHEREAS, Ruiz and Town acknowledge, agree and affirm that the Vista Easement was not recorded in the public records of Polk County, Florida; and

WHEREAS, Ruiz and Town acknowledge and agree that the Vista Easement was not graphically depicted and/or otherwise dedicated by that certain plat entitled *Vista Del Lago Phase II-Replat*; and

WHEREAS, Ruiz and Town acknowledge and agree that the Vista Easement rendered the Property undevelopable for the purpose(s) set forth in the Application; and

WHEREAS, Ruiz acknowledges, agrees, and represents that, at the request of Ruiz, the Town reevaluated the technical specifications and requirements, which are set forth in the LDC, and other applicable code(s) related to stormwater drainage for the Vista Easement; and

WHEREAS, pursuant to the Town's reevaluation of the Vista Easement, the Town prepared a description sketch (the "Scenic Design") for the Property providing an alternative stormwater drainage design and easement location; and

WHEREAS, a copy of the Scenic Design is attached hereto as **Exhibit "B"** and made a part hereof by reference; and

WHEREAS, Ruiz and Town acknowledge and agree that the Scenic Design (see **Exhibit "B"**) provides for an adequate and operational stormwater drainage system, readily available connectivity to the Town's water and wastewater utility systems, and the Scenic Design creates adequate and sufficient developable area on and/or for the Property for the purpose(s) set forth in the Application; and

WHEREAS, Ruiz submitted an applicant-initiated request for the Town to prepare a utility easement (the "Easement") reserving unto the Town the right and authority to access those portions of the Property (see **Exhibit "A"**) more specifically identified and depicted in the Scenic Design (see **Exhibit "B"**); and

WHEREAS, on May 27, 2025, the Town Commission, at a duly noticed public meeting, held a public hearing to consider the Easement for approval, acceptance, and recording; and

WHEREAS, on May 27, 2025, the Town Commission passed and adopted *Town of Dundee Resolution No. 25-17* (hereafter the Resolution") which conditionally approved and accepted the Easement; and

WHEREAS, copies of the Resolution and Easement are attached hereto as **Composite Exhibit "C"** and made a part hereof by reference; and

WHEREAS, on _____, 2025, the Town Commission required, as a condition precedent to its entering into this Agreement, that Ruiz and any successors-in-interest and permitted assigns indemnify and hold harmless the Town, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Scenic Design (see **Exhibit "B"**), the Easement (see **Composite Exhibit "C"**); the improvements located on, over, under and/or within the Easement; and this Agreement; and

WHEREAS, Ruiz and any successors-in-interest and assigns hereby agree to indemnify and hold the Town, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys' fees and costs) related to and/or arising out of the Scenic Design (see **Exhibit "B"**), the Easement (see **Composite Exhibit "C"**); the improvements located on, over, under and/or within the Easement; and this Agreement; and

WHEREAS, Ruiz acknowledges, affirms and agrees that any provision(s) set forth in this Agreement holding the Town, its elected and appointed officials, employees and agents harmless is intended to be as broad and inclusive as is permitted by the laws of the State of Florida; and

WHEREAS, Ruiz acknowledges and agrees that the Town's willingness to enter into this Agreement shall not be construed by Ruiz and/or any successors-in-interest and assigns as a waiver by the Town of applicable law; and

WHEREAS, Ruiz acknowledges, agrees and represents that this Agreement is intended to and shall constitute a covenant running with the Property; and

WHEREAS, Ruiz and Town acknowledge and agree that Ruiz and Town are not partners and/or joint venturers; and

WHEREAS, Ruiz and Town acknowledge and agree that this Agreement shall be liberally construed in favor of the Town; and

WHEREAS, Ruiz and Town acknowledge and agree this Agreement was freely negotiated and voluntarily entered into by the parties; and

WHEREAS, Ruiz and Town acknowledge and agree that this Agreement is intended to memorialize the voluntary and mutually agreed upon conditions, consideration, covenants, provisions, requirements and terms set forth herein; and

WHEREAS, Ruiz and Town acknowledge and agree that good and valuable consideration has been received by the parties for entering into this Agreement; and

WHEREAS, Ruiz and Town acknowledge and affirm the sufficiency of the consideration received for entering into this Agreement; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that this Agreement between the Town and Ruiz to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the Town of Dundee.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, it is mutually agreed as follows:

§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 entry into this Agreement, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and Ruiz.

§2. Authority.

This Agreement is entered into pursuant to the *Municipal Home Rule Powers Act* (Ch. 166, Florida Statutes), *Article VIII, §2 of the Florida Constitution*, and applicable provisions of the Town Code (as defined in §3.4).

§3. Definitions.

Term(s) used in this Agreement and/or any exhibits incorporated herein and made a part hereof shall possess the meanings, interpretations and/or definitions assigned herein, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

§3.1 “*Applicable Law*” 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.

§3.2 “*Town*” means the Town of Dundee, Florida.

§3.3 “*Dundee Representative*” means the Town Manager, or her/his designated appointee, who is authorized to act on behalf of the Town in the administration of this Agreement. The Dundee Representative does not have the authority to waive or modify any condition or term of this Agreement.

§3.4 “*Town Code*” means the *Code of Ordinances of the Town of Dundee, Florida* and *Town of Dundee Land Development Code*.

§3.5 “*Day(s)*” means calendar day unless specifically stated otherwise.

§3.6 “*Calendar Day(s)*” means any and all days in a 365-day calendar year.

§3.7 “*Business Day(s)*” means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

§3.8 “*Town Commission*” means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee.

§3.9 “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which this Agreement is approved by the Town Commission at a duly noticed public meeting.

§3.10 “*Term*” means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in §18 of this Agreement.

§4 Ruiz Release, Indemnification and Hold Harmless.

In consideration of the mutual covenants set forth herein, Ruiz releases, acquits and forever discharges the Town, its elected and appointed officials, employees, and agents of and from any and all known or unknown claims, causes of action, suits, debts, dues, sums of money, damages, judgments, and demands whatsoever, in law or in equity, which Ruiz ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents by reason of any matter, cause or thing, from the beginning of the world until the date on which this Agreement is terminated and/or expires, which are specifically arising out of the Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); the improvements located on, over, under and/or within the Easement; and this Agreement. This Release includes, but is not limited to, any case, lien, suit and/or cause of action, including reasonable attorney’s fees both trial and appellate, and all other claims Ruiz ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents whether arising out of tort, contract, equity, constitution, statute, or other theory of recovery, and whether for compensatory, punitive damages, or for equitable relief which Ruiz now has, or which may hereafter accrue or otherwise be acquired on account of or in any way growing out of, or which is the subject of the provisions set forth by this Agreement and specifically arising out of the Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); and the improvements located on, over, under and/or within the Easement.

Ruiz shall defend, indemnify, and hold the Town, its elected and appointed officials, employees, and agents harmless from any and all manner of action and actions, cause and causes of action, lawsuits, trespasses, damages, judgments, executions, claims, liabilities (including but not limited to costs and reasonable attorneys’ fees incurred by the Town in any administrative, trial court, appellate court and bankruptcy proceedings) and demands of any kind whatsoever, in law or equity, to the extent resulting from or arising out of the negligence or willful misconduct (other than liabilities caused by the sole acts, negligence or willful misconduct of the Town) of Ruiz and her agents and specifically related to the Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); and the improvements located on, over, under and/or within the Easement and this Agreement; and for any injuries, damages, liability or causes of action that may result from the Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); the improvements located on, over, under and/or within the Easement and this

Agreement; and/or other necessary maintenance or repairs arising out of Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); and the improvements located on, over, under and/or within the Easement and caused by the negligence or willful misconduct of Ruiz and her agents.

The provisions set forth in this Section shall be fully binding and survive the termination of this Agreement.

§5. Recordation.

This Agreement shall constitute a covenant running with the Property and/or parcels of real property which are the subject of the Scenic Design (see **Exhibit “B”**) and Easement (see **Exhibit “C”**) and shall be recorded in the Public Records of Polk County, Florida.

§6. Binding Effect.

Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, successors-in-interest, associations, districts, local units of special government, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto. The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied, such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with Applicable Law (as defined by §3.1).

§7. Notices.

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

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

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

Frederick J. Murphy, Jr. Town Attorney
Town of Dundee
Post Office Drawer 30
245 South Central Avenue

Bartow, Florida 33830
Telephone (863) 533-7117
Fax: (863) 533-7412

For Ruiz:

Aracelis Marquez Ruiz
7799 Scenic Highway
Dundee, Florida 33838

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

§8. Ruiz Obligation(s).

§8.1 Pursuant to Applicable Law (as defined by §3.1 of this Agreement), Ruiz shall apply for and obtain any and all required development orders, development permits and/or development approvals for any development activity on and/or for the Property.

§8.2 Ruiz shall perform, at her discretion, any and all due diligence related to the Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); and the improvements located on, over, under and/or within the Easement at her sole cost and expense.

§8.3 Ruiz shall be solely responsible for the payment of any and all cost(s) and expense(s) associated with the Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); and the improvements located on, over, under and/or within the Easement which may include, but shall not be limited to, the cost(s) and expense(s) for surveying, engineering, design, permitting, construction, site restoration, and all required maintenance of the Easement.

§8.4 Ruiz shall be solely responsible for any and all maintenance and repair of the Easement (see **Composite Exhibit “C”**) and the improvements located on, over, under and/or within the Easement in accordance with Applicable Law (as defined by §3.1 of this Agreement); and Ruiz acknowledges and agrees that the Town shall have no responsibility and/or liability related to the maintenance of the Easement and/or repair of the Property (as unless the Town affirmatively accepts such responsibility by a duly adopted Resolution of the Town Commission.

§8.5 In the event of any expense or liability arising out of the Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); and the improvements located on, over, under and/or within the Easement and related to the maintenance and repair of any utility line(s) and/or other public infrastructure, Ruiz shall pay for and/or assume same at her sole cost and expense, provided such expenses or liability arise out of the negligence or willful misconduct of Ruiz.

§8.6 The maintenance obligations of Ruiz under this Section shall survive the termination of this Agreement.

§9. Town Obligation(s).

Pursuant to the Town Code (as defined by §3.4) and Applicable Law (as defined by §3.1), any and all development activity on and/or for the Property shall be subject to development review by the Town (as defined by §3.2); and, in accordance with the development regulations set forth by the Town Code and Applicable Law, upon the payment of the applicable and required fee(s) by or on behalf of Ruiz, the Town agrees to review any and all requests for a development order and/or development and/or construction permit.

§10. Merger.

This Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein. This Agreement supersedes all prior agreements and development orders pertaining to the lands described herein.

§11. Applicable Law, Jurisdiction and Venue.

This Agreement and the rights and obligations of the Town and Ruiz shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

§12. Miscellaneous Provisions.

§12.1 *Exhibits.* All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

§12.2 *Headings.* The heading(s) preceding the several section(s), paragraph(s) and article(s) hereof are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

§12.3 *Gender Neutral.* For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

§12.4 *Counterparts.* This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

§12.5 *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 (as defined by §3.9). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, 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.

§12.6 *Authorization.* The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

§12.7 *Representations and Warranties.* Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein.

§12.8 *Modification.* This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by both the Town and Ruiz. No oral modifications will be effective or binding on either the Town or Ruiz regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

§12.9 *Compliance with Applicable Law.* Ruiz shall comply with Applicable Law (as defined by §3.1) in performing the obligations and requirements set forth by the Agreement.

§12.10 *Severability.* If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the parties agree that the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

§12.11 *No Waiver.* Failure of either the Town and/or Ruiz to enforce any right hereunder shall not be deemed a waiver of such right. The inaction or failure of either the Town or Ruiz to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute a waiver of such party's rights hereunder with respect to such action, non-action, and/or default. No covenant, condition or provision of this Agreement can be waived, except with the written consent of both the Town and Ruiz. Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver expressly and specifically states and/or identifies such default.

§12.13 *Construction*. The parties acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in strict accordance with the terms, covenants and conditions set forth herein.

§12.13 *Interpretation*. Both parties have contributed to the preparation and drafting of this Agreement; and, in negotiating the terms and condition(s) of this Agreement, neither the Town or Ruiz has had undue influence or control thereof. Both parties agree that, in construing and/or interpreting this Agreement, it shall not be construed and/or interpreted in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

§13. Neutral Interpretation.

Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

§14. No Effect on Code Violations; No Contract Zoning.

This Agreement shall not be interpreted to condone, authorize or permit any violation of the Town Code (as defined by §3.4) or Applicable Law (as defined by §3.1). Further, this Agreement shall not be construed as the Town's authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

§15. City's Police Powers.

Ruiz acknowledges and understands that the Town (as defined by §3.2) is prohibited from engaging in "Contract Zoning" or the bartering away of its legislative prerogative. While the Town will cooperate with Ruiz as set forth herein, this Agreement does not constitute an approval that would require the exercise of the Town's legislative and/or quasi-judicial authority. Provided further, nothing in this Agreement shall serve to affect or limit Town's police powers in the exercise of zoning decisions or other governmental action associated with the Property or any *development order* associated therewith. As such, this Agreement shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

§16. Ruiz Default.

Ruiz shall execute this Agreement and perform in strict accordance with the provisions set forth herein. Subject to Applicable Law (as defined by §3.1), in the event Ruiz fails to perform in strict accordance with the terms, conditions and/or provisions of this Agreement, the Town may seek all remedies available to it under this Agreement.

§17. Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision(s) of this Agreement which includes, but shall not be limited to, any application submitted by Ruiz to the Town for a *development order* and/or *development permit*, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

§18. Remedies and Termination.

§18.1 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.

§18.2 This Agreement shall remain in effect until such time as the Town and Ruiz desire to mutually terminate same. In the event the Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); and the improvements located on, over, under and/or within the Easement which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code (as defined by §3.4), the Town may, at its option, seek any remedy available at law or in equity.

§18.3 In the event the Easement (see **Composite Exhibit “C”**) and the improvements located on, over, under and/or within the Easement which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and Town Code, the Town may, at its option, file an action for *ex parte* relief in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

§19. No Waiver of Sovereign Immunity.

Nothing in this Agreement is intended to act as a waiver of the Town's sovereign immunity and/or limits of liability as set forth in *Section 768.28, Florida Statutes (2024)*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. **This provision shall survive the termination of this Agreement.**

§20. Jury Trial.

EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT

LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

§21. Duty to Cooperate and Act in Good Faith.

The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

§22. Public Records.

This Agreement shall be subject to the provisions of *Chapter 119 of the Florida Statutes*.

The rest of this page left intentionally blank; signatures follow

Executed by the parties on the date shown adjacent thereto:

Ruiz:

Witness

Aracelis Marquez Ruiz, a single person

Witness

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 _____, 2025, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Printed Name: _____

My commission expires: _____

Town of Dundee, Florida
Agreement
Aracelis Marquez Ruiz/0 Scenic Highway

Item 2.

Town of Dundee:

Town of Dundee, Florida

By: _____ [date]
Joe Carbone, Interim Town Manager

ATTEST:

Erica Anderson, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

EXHIBIT A

Prepared by and return to:

This instrument prepared by: Linda Holewinski
 Real Estate Title Services, Inc.
 32 Third Street, SW
 Winter Haven, FL 33880
 (863) 299-6942
 File No.: 24-0381

INSTR # 2024293230
 BK 13381 Pgs 1064-1065 PG(s)2
 12/30/2024 11:07:47 AM
 STACY M. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 RECORDING FEES 18.50
 DEED DOC 2,233.00

[Space Above This Line For Recording Data]

WARRANTY DEED

This Warranty Deed Made this 19th day of December, 2024 by Signature Homes & Land Development of Florida LLC, a Florida Limited Liability Company, hereinafter called the grantor, whose post office address is: 522 Magnolia Ave, Auburndale, FL 33823

to: Aracelis Marquez Ruiz, a single person, whose post office address is: 7799 Scenic Hwy, Dundee, FL 33838, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Polk County, Florida, viz:

A tract of parcel of land lying in a portion of Section 27, Township 28 South, Range 27 East, Polk County, Florida and being more particularly described as follows: Commence at the Northeast corner for Lot 29, VISTA DEL LAGO - PHASE II - REPLAT, as recorded in Plat Book 179, Page 16, of the Public Records for Polk County, Florida, said point lying on the Southerly right of way boundary for State Road 17 (Alternate U.S. Highway No. 27), said right of way shown on Florida Department of Transportation Right-of-Way Map for Section 1609, Sheet 15; run thence South 69°32'52" East along said right of way boundary a distance of 60.00 feet; thence departing said right of way run South 20°27'08" West a distance of 145.30 feet to a point on the South boundary for said Section 27; thence run South 89°29'40" West along said South boundary line a distance of 64.25 feet to the Southeast corner for aforesaid Lot 29; thence run North 20°27'08" East along the Easterly boundary for said Lot 29 a distance of 168.28 feet to the Point of Beginning. Described tract or parcel being a portion of Lot or Tract 39 of Florida Highlands Company's Subdivision, as recorded in Plat Book 1C, Page 87, of the Public Records for Polk County, Florida.

Parcel Identification Number: 272827-835500-000392

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.


And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 12/31/2024, reservations, restrictions and easements of record, if any.

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates)

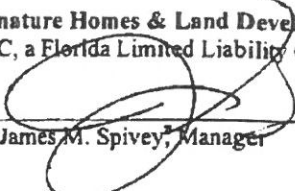
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

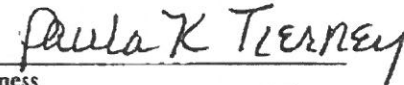
Warranty Deed... continued

Signed, Sealed and Delivered in Our Presence:


 Witness
 Printed Name: AUBREY BREWER
 P.O. Address: 32 Third St., SW
 Winter Haven, FL 33880

Signature Homes & Land Development of Florida
 LLC, a Florida Limited Liability Company

By: 
 James M. Spivey, Manager

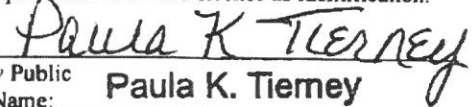

 Witness
 Printed Name: Paula K. Tierney
 P.O. Address: 32 Third St., SW
 Winter Haven, FL 33880

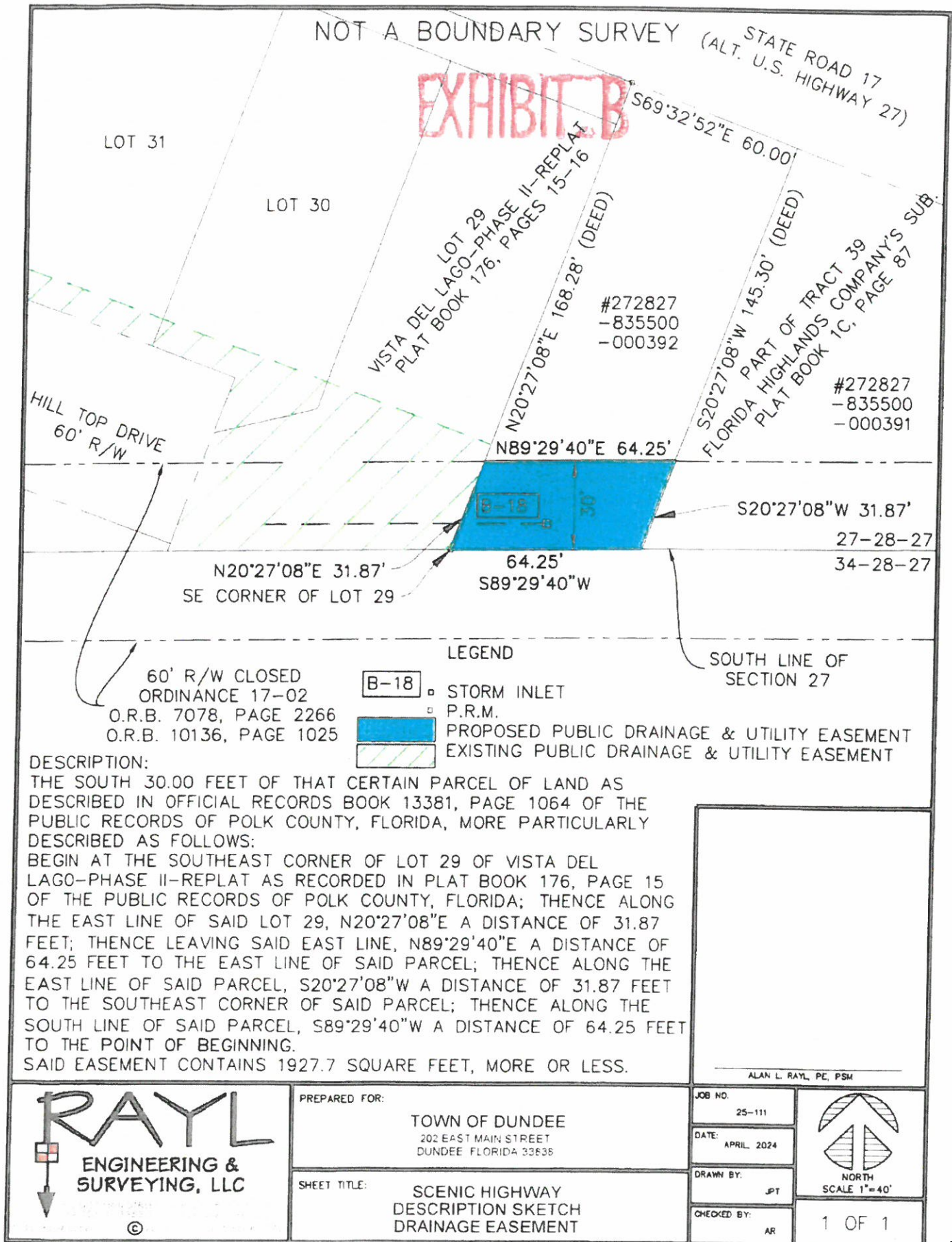
State of Florida
 County of Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of December, 2024 by James M. Spivey, Manager of Signature Homes & Land Development of Florida LLC who ☐ is personally known or ☒ has produced a driver's license as identification.

[Seal]




 Notary Public
 Print Name: Paula K. Tierney
 My Commission Expires: _____



RESOLUTION NO. 25-17

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING THE CONDITIONAL APPROVAL AND ACCEPTANCE OF THAT CERTAIN UTILITY EASEMENT LOCATED ON POLK COUNTY PARCEL IDENTIFICATION NUMBER 272827-835500-000392; AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL NECESSARY FURTHER ACTIONS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR THE INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, on December 18, 2024, marketable fee simple title to the real property, which the Polk County Property Appraiser identifies as Parcel Number 272827-835500-000392 (the "Property"), was vested in Signature Homes & Land Development of FL, LLC, by virtue of the certain Warranty Deed recorded in the Official Records Book 13381, Page(s) 1061-1062, Public Records of Polk County, Florida; and

WHEREAS, a copy of the Polk County Property Appraiser Parcel Details for the Property is attached hereto as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, on December 19, 2024, marketable fee simple title to the Property (see **Exhibit “A”**) was vested in **Aracelis Marquez Ruiz** (hereafter the “Owner” or “Applicant”) by virtue of the certain Warranty Deed recorded in the Official Records Book 13381, Page(s) 1064-1065, Public Records of Polk County, Florida; and

WHEREAS, on December 24, 2019, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the “Town Commission”) adopted *Town of Dundee Resolution No. 19-21* which approved with conditions that certain plat entitled *Vista Del Lago Phase II-Replat* (the “Development”) recorded in Plat Book 176, page 15, public records of Polk County, Florida; and

WHEREAS, on January 28, 2020, at a duly noticed public meeting, the Town Commission adopted *Town of Dundee Resolution No. 20-05* which accepted the infrastructure and improvements relating to the acceptance of all water and wastewater, roads/streets and related rights-of-way infrastructure for the Development; and

WHEREAS, pursuant to *Section 7.02.00 of the Town of Dundee Land Development Code* (“LDC”), the Owner submitted an application for approval of a *site development plan* (the “Application”) in order to construct a single-family residence on the Property; and

WHEREAS, upon receipt and review of the Application, the Town determined that the sixty (60) foot stormwater drainage/retention easement (the “Vista II Easement”) was not recorded for the Development; and

WHEREAS, Town staff and Town consultants confirmed that all utility improvements located within the Development, as identified by the that certain plat entitled *Vista Del Lago Phase II-Replat* were completed to the standards set forth by the Town, passed all necessary and required tests, received the necessary and required certifications, and the utility system(s) are operational pursuant to Town standards; and

WHEREAS, pursuant to the LDC, Town staff and Town consultants confirmed that the Vista II Easement and stormwater drainage infrastructure were insufficient to serve its intended purpose and rendered the Property (see **Exhibit “A”**) undevelopable; and

WHEREAS, at the request of the Owner, the Town reevaluated the technical specifications and requirements which are set forth in the LDC and applicable code(s) related to stormwater drainage for the Development and Property; and

WHEREAS, the Owner and Town prepared a description sketch (the “Scenic Highway Design”) for the Property (see **Exhibit “A”**) providing an alternative stormwater drainage design and easement location which included, but was not limited to, adequate and operational stormwater drainage, readily available connectivity to the Town’s water and wastewater utility systems, and adequate developable area on and/or for the Property; and

WHEREAS, a copy of the Scenic Highway Design is attached hereto as **Exhibit “B”** and made a part hereof by reference; and

WHEREAS, Owner submitted an applicant-initiated request for the Town to prepare a utility easement (the “Easement”) reserving unto the Town the right and authority to access those portions of the Property (see **Exhibit “A”**) more specifically identified and depicted in the Scenic Highway Design (see **Exhibit “B”**); and

WHEREAS, a copy of the Easement is attached hereto as **Exhibit “C”** and made a part hereof by reference; and

WHEREAS, Owner requests that the Easement (see **Exhibit “C”**) be approved and accepted by the Town Call conditions and/or requirements being satisfactorily completed which include, but are not limited to, the recordation of a fully-executed Easement in the Public Records of Polk County, Florida, and the entry into a Hold Harmless, Release, and Indemnification Agreement between the Owner and Town; and

WHEREAS, the Easement (see **Exhibit “C”**) was reviewed by Town staff and Town consultants and, pursuant to said review, determined to meet the requirements of applicable provisions of the LDC and Town of Dundee Code of Ordinances; and

WHEREAS, on May 27, 2025, pursuant to Florida law, applicable provisions of the Town of Dundee Code of Ordinances and Land Development Code, the Owner requested and that the Town Commission review and conditionally approve and accept the Easement (see **Exhibit “C”**); and

WHEREAS, on May 27, 2025, the Town Commission, at a duly noticed public meeting, held a public hearing to consider the Easement (see **Exhibit “C”**) for approval, acceptance, and recording; and

WHEREAS, on May 27, 2025, the Town Commission found that the conditional approval and acceptance of the Easement (see **Exhibit “C”**) preserves, enhances and encourages the most appropriate use of land consistent with the public interest, the Town of Dundee 2030 Comprehensive Plan policies and objectives, and the Town of Dundee Land Development Code; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Resolution No. 25-17** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this **Resolution No. 25-17** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Resolution No. 25-17**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Resolution No. 25-17**. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this **Resolution No. 25-17**.

Section 2. Acceptance.

The owner/applicant, **Aracelis Marquez Ruiz**, is the owner of the real property and/or lands more specifically described in **Exhibit "A"** which is attached hereto and incorporated herein by reference. The Owner has provided the Easement, which is attached hereto as **Exhibit "C"** and incorporated herein, which is required for the Property and the installation and construction of necessary improvements and utility infrastructure in favor of the Town of Dundee, Florida, in order to ensure the completion of adequate and operational utility service(s) and utility infrastructure.

The Easement (see **Exhibit "C"**), as more specifically identified and depicted in the Scenic Highway Design attached hereto as **Exhibit "B"** and incorporated herein by reference, was presented to the Town Commission on May 27, 2025. The Town Commission, having reviewed the Easement, conditionally approves and accepts the Easement and authorizes the Mayor and Town Clerk to sign the copy of the Easement to be recorded.

Section 3. Conditions.

Approval of the Easement (see **Exhibit "C"**) is conditioned, as follows:

(a) The Town of Dundee shall record, at the Owner's sole cost and expense, a fully-executed original copy of the Easement (see **Exhibit "C"**).

(b) No Certificates of Occupancy ("CO") for any structures constructed on the Property (see **Exhibit "A"**) will be issued until the Owner and Town negotiate and enter into a *Hold Harmless, Release, and Indemnification Agreement* as related to the relocation of the *Vista II Easement*; available connectivity to the Town's water and wastewater utility system(s); and the designated authority, right(s), and obligation(s) reserved unto and binding on both the Town and Owner arising out of the Town's approval and acceptance of the Easement (see **Exhibit "C"**) and this **Resolution No. 25-17**.

(c) All surface and/or storm water systems for the Property (see **Exhibit "A"**), as shown on the Scenic Highway Sketch (see **Exhibit "B"**), shall be the sole responsibility of the Owner; and the Owner shall have the sole responsibility for the maintenance, repair, and liability for the entire surface and/or storm water systems,

including all collection, transmission, and piping components. It is the express intention of the Town of Dundee that it shall not accept said surface and/or storm water systems.

Section 4. Authorization.

The Town Manager, or his/her designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 25-17** and the approval and acceptance of the Easement (see **Exhibit "C"**) on and/or for the Property (see **Exhibit "A"**) which includes, but shall not be limited to, negotiating and executing any documentation necessary and incidental to the acceptance and approval of the Easement.

Section 5. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-17** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 25-17** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 6. Conflicts.

All resolutions in conflict with this **Resolution No. 25-17** are repealed to the extent necessary to give this **Resolution No. 25-17** full force and effect.

Section 7. Severability.

The provisions of this **Resolution No. 25-17** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-17**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 25-17**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 25-17** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 25-17** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-17** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-17**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-17**, 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 8. Recordation.

The Town Clerk shall be responsible for recording the Easement (see **Exhibit “C”**) and this **Resolution No. 25-17**, as adopted, with the Clerk of the Circuit Court in and for the Tenth Judicial Circuit of Polk County, Florida, for inclusion in the public records of Polk County, Florida.


Section 9. Effective Date.

This **Resolution No. 25-17** shall take effect immediately upon passage by the Town Commission of the Town of Dundee, Florida.

[Remainder of page intentionally blank]

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 27th day of May, 2025.

TOWN OF DUNDEE



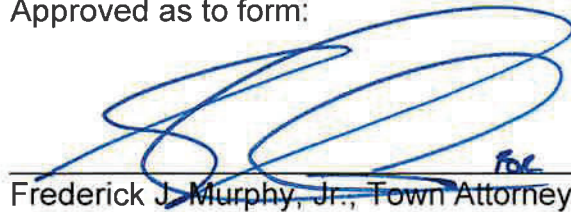
Samuel Pennant, Mayor

ATTEST WITH SEAL:



Erica Anderson, Town Clerk

Approved as to form:



Frederick J. Murphy, Jr., Town Attorney

Parcel Details: 27-28-27-835500-000392

Owners [Recently purchased this property? Click here.](#)

RUIZ ARACELIS MARQUEZ 100%

Mailing Address [\(Address Change form\)](#)

7799 SCENIC HWY
DUNDEE FL 33838

Physical Street Address [Why postal city and municipality? Click here.](#)

0 SCENIC HIGHWAY

Postal City and Zip

DUNDEE FL 33838

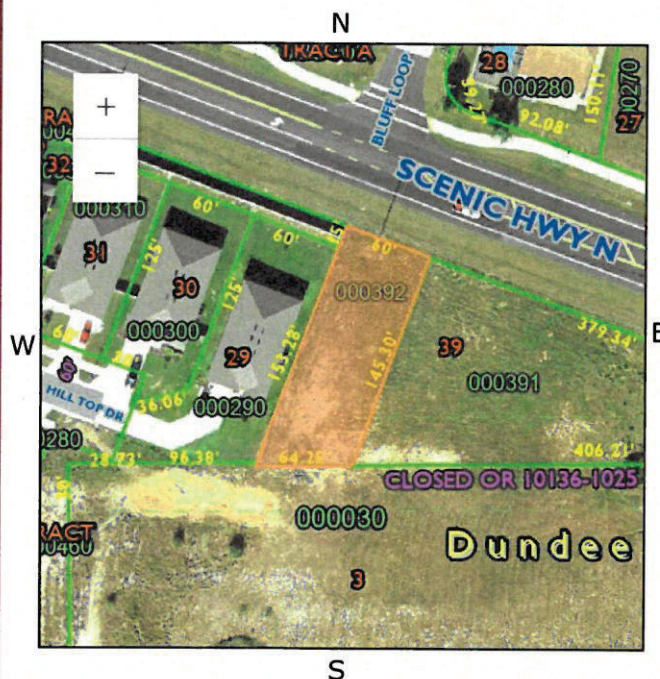
Parcel Information

Municipality **DUNDEE (Code: 90460)**
140630.00
 Neighborhood [Search Recent Sales in this Neighborhood](#)
 Subdivision **FLA HIGHLANDS COMPANY
SUB PB 1 PG 87**
 Property (DOR) Use Code **Vac.Res (Code: 0001)**
 Acreage **0.22**
[Community Redevelopment Area](#) **NOT IN CRA**

Property Desc

DISCLAIMER: The property description provided is a summary of the original legal description and should not be used for conveying property, as it may render the deed invalid.

Area Map



Recorded Plat

[Recorded Plat for this parcel](#)

Section Maps for 272827

[HTML \(opens in new tab\)](#)

[Printable PDF](#)

Sales History

Important Notice: If you wish to obtain a copy of a deed for this parcel, click on the blue OR Book/Page number. If the Book/Page number does not have a blue link or if the document is restricted, it may not be available online. Please contact the Polk County Clerk Indexing Department at 863-534-4516. If the Type Inst is an "R", please contact the Property Appraiser at 863-534-4765 to order "R" type instruments.

OR Book/Page	Date	Type Inst	Vacant/Improved	Grantee	Sales Price
13381/01064	12/2024	W	I	RUIZ ARACELIS MARQUEZ	\$319,680
13381/01061	12/2024	W	V	SIGNATURE HOMES & LAND DEVELOPMENT	\$52,000

10136/01025	04/2017	M	V	OWNER OF RECORD	
09640/00353	09/2015	W	V	AG INVESTMENTS OF POLK COUNTY LLC	\$90,000
08240/01999	10/2010	C	V	PERM 4 LLC	\$0
08208/00144	08/2010	W	V	PERM 4 LLC	\$375,000
6446/0717	10/2005	W	V	PRECISION LAND INVESTMENTS INC	\$1,151,700
5698/1810	03/2004	W	V	VISTA DEL LAGO OF POLK COUNTY LLC	\$842,900
3456/0025	10/1994	W	V	ALT 27 DUNDEE GROVES PARTNETSHIP	\$35,150

Item 2.

Exemptions

Note: The drop down menus below provide information on the amount of exemption applied to each taxing district. The HX—first \$25,000 homestead exemption may be allocated to one or more owners. The HB second amended homestead exemption reflects the name of the first owner only.

Code	Bld. #	Description	% Ownership	Renew Cd	Year Name	Note	Value
------	--------	-------------	-------------	----------	-----------	------	-------

PERMITS

Please contact the [appropriate permit issuing agency](#) to obtain information. This property is located in the **DUNDEE** taxing district.

Land Lines

LN	Land Description	Ag/GreenBelt	Land Unit Type	Front	Depth	Units
1 *	RESIDENTIAL	N	ACREAGE	0	0	0.22

* For Zoning/Future Land Use contact Polk County or the Municipality the parcel is located in.

NOTICE: All information ABOVE this notice is current (as of Thursday, May 22, 2025 at 2:09:24 AM). All information BELOW this notice is from the 2024 Tax Roll, except where otherwise noted.

Value Summary (2024)

Desc	Value
LAND VALUE	\$8,560
BUILDING VALUE	\$0
EXTRA FEATURES VALUE	\$0
JUST MARKET VALUE	\$8,560
AG CLASSIFIED LAND VALUE	\$0
AGRICULTURE CLASSIFICATION SAVINGS	\$0
*HOMESTEAD CAP AND SOH PORTABILITY SAVINGS	\$61
ASSESSED VALUE	\$8,499
EXEMPTION VALUE (COUNTY)	\$0
TAXABLE VALUE (COUNTY)	\$8,499

*This property contains a Non Homestead Cap with a differential of \$61.

Values by District (2024)

District Description	Just Market Value	Assessed Value	Exemption	Final Tax Savings	Taxable Value	Final Tax Rate	Final Taxes
----------------------	-------------------	----------------	-----------	-------------------	---------------	----------------	-------------

COUNTY COMMISSIONERS	\$8,560	\$8,499	\$0	\$0.00	\$8,499	6.634800	Item 2.
POLK COUNTY SCHOOL BOARD - STATE	\$8,560	\$8,560	\$0	\$0.00	\$8,560	3.048000	\$26.09
POLK COUNTY SCHOOL BOARD - LOCAL	\$8,560	\$8,560	\$0	\$0.00	\$8,560	2.248000	\$19.24
TOWN OF DUNDEE	\$8,560	\$8,499	\$0	\$0.00	\$8,499	7.900000	\$67.14
SOUTHWEST FLA WATER MGMT DIST	\$8,560	\$8,499	\$0	\$0.00	\$8,499	0.190900	\$1.62
				Tax Savings:	\$0.00	Total Taxes:	\$170.48

Non-Ad Valorem Assessments (2024)

LN	Code	Desc	Units	Rate	Assessment
1	FC460	DUNDEE FIRE PROTECTION	1.00	9.00	\$9.00
2	ST460	DUNDEE STORMWATER UTILITY	1.00	34.50	\$34.50
Total Assessments					\$43.50

Taxes

Desc	Last Year (2023)	2024 Final
Taxing District	DUNDEE/SWFWMD (Code: 90460)	DUNDEE/SWFWMD (Code: 90460)
Millage Rate	20.1975	20.0217
Ad Valorem Assessments	\$159.38	\$170.48
Non-Ad Valorem Assessments	\$43.50	\$43.50
Total Taxes	\$202.88	\$213.98

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this page, such as assessments for roads, drainage, garbage, fire, lighting, water, sewer, or other governmental services and facilities which may be levied by your county, city or any other special district. [Visit the Polk County Tax Collector's site for Tax Bill information related to this account.](#)

Prior Year Final Values

The Final Tax Roll is the 1st certification of the tax rolls by the Value Adjustment Board, [per Florida Statute 193.122\(2\), F.S.](#) This is the date all taxable property and tax rolls are certified for collection to the Tax Collector. Corrections made after this date are not reflected in the Final Tax Roll Values.

2023

LAND VALUE	\$8,341.00
BUILDING VALUE	\$0.70
EXTRA FEATURES VALUE	\$0.00
JUST MARKET VALUE	\$8,341.00

ASSESSED VALUE	\$7,726.00
EXEMPTION VALUE (COUNTY)	\$0.00
TAXABLE VALUE (COUNTY)	\$7,726.00
2022	
LAND VALUE	\$7,024.00
BUILDING VALUE	\$0.00
EXTRA FEATURES VALUE	\$0.00
JUST MARKET VALUE	\$7,024.00
HOMESTEAD CAP AND SOH PORTABILITY SAVINGS	\$0.00
ASSESSED VALUE	\$7,024.00
EXEMPTION VALUE (COUNTY)	\$0.00
TAXABLE VALUE (COUNTY)	\$7,024.00

DISCLAIMER:

The Polk County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

Last Updated: Thursday, May 22, 2025 at 2:09:24 AM

NOT A BOUNDARY SURVEY

STATE ROAD 17
(ALT. U.S. HIGHWAY 27)

LOT 31

LOT 30

LOT 29
VISTA DEL LAGO-PHASE II-REPLAT
PLAT BOOK 176, PAGES 15-16

#272827
-835500
-000392

N20°27'08"E 168.28' (DEED)

S69°32'52"E 60.00'

S20°27'08"W 145.30' (DEED)

#272827
-835500
-000391

HILL TOP DRIVE
60' R/W

PUBLIC DRAINAGE &
UTILITY EASEMENT

96' OF PIPE

POINT OF BEGINNING
SE CORNER OF LOT 29

N20°27'08"E 22.76'

N89°29'40"E 64.35'

B-18

21.25'

S20°25'47"W 22.79'

27-28-27

64.25'

60' R/W CLOSED

34-28-27

S89°29'40"W

ORDINANCE 06-04
O.R.B. 7078, PAGE 2266
O.R.B. 10136, PAGE 1025

B-18 ☐ STORM INLET
☐ PRM
☒ EASEMENT

SAID EASEMENT CONTAINS 1367.7 SQUARE FEET, MORE OR LESS.

ALAN L. RAYL, PE, PSM



SET TITLE: SCENIC HIGHWAY
 DESCRIPTION SKETCH
 PUBLIC DRAINAGE & UTILITY EASEMENT

AR



PARCEL ID. # (See Composite Exhibit "A")

UTILITY EASEMENT

THIS UTILITY EASEMENT (hereinafter the "Easement") made this _____ day of _____, 2025, between the **ARACELIS MARQUEZ RUIZ**, a single person, with a mailing address of 7799 Scenic Highway, Dundee, Florida 33838 (hereinafter referred to as the "Grantor"), and the **TOWN OF DUNDEE**, a municipal corporation under the laws of the State of Florida, with an address of 202 East Main Street, Dundee, FL 33838 (hereinafter the "Grantee").

WITNESSETH: That the Grantor, in consideration of the sum of Ten Dollars (\$10.00); and other valuable considerations paid, the receipt of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a **perpetual Utility Easement**, to access, install, construct operate, repair, replace and/or maintain water, wastewater and/or re-claimed water line(s) and related infrastructure and/or facilities, in, under, over, upon and through the property described below and to access for the limited purposes of performing emergency repairs to storm water utility line(s) and related infrastructure and/or facilities in, under, over, upon and through the following described land in Polk County, Florida, as shown on **Exhibit "B"** attached hereto and incorporated herein by reference.

See Legal Description and Sketch as Composite Exhibit "B" attached hereto and incorporated herein by reference,

(hereinafter the "Easement Area").

The Easement includes and reserves unto the Grantee ingress and egress in, over, under, upon and through the Easement Area and any tract(s), easement(s), private drainage easement(s), and the private utility easement(s) for the Grantee's provision of water, wastewater, re-claimed water, stormwater utility services, including doing such work and repair as may be necessary underground and under the surface of the Easement Area subject to the limitations in the Easement as to stormwater utility matters (see **Exhibit "B"**), provided that the Town of Dundee shall not be obligated to replace or restore any surface improvements on and/or within the Easement Area which the Town of Dundee does not own and which may have been damaged or removed as a result of such work, and the Town of Dundee shall only be obligated to replace or restore the surface of the Property (other than where the Town's infrastructure and facilities are above grade) to its natural or improved state. The Grantor shall have the right and duty to replace and restore any surface improvements on and/or within the Easement Area and to maintain the surface of the Easement Area subject to this Easement, excepting only the above-grade Town of Dundee infrastructure and facilities.

The stormwater drainage easement(s), drainage and retention easement(s), and the drainage and access for maintenance easement(s) related to stormwater utility line(s) and related infrastructure

which are provided for herein are for the sole purpose of providing emergency maintenance and repair(s) to and/or for the stormwater utility line(s) and related infrastructure as Grantee determines within its sole discretion may be necessary to protect public improvements, together with the right, but not the obligation, to perform emergency maintenance and repair(s) to such stormwater utility line(s) and related infrastructure located on and/or within the Easement Area (see **Exhibit "B"**). **Other than emergency maintenance that the Grantee determines within its sole discretion is necessary to perform to protect public improvements as identified above, the Grantee shall not be responsible for the maintenance of any part of the stormwater line(s) and related infrastructure located on and/or within the Easement Area.**

This Easement includes and reserves unto the Grantee ingress and egress in, over, under, upon and through the Easement Area in order to perform any such work and repair as may be necessary underground and under the surface of the Easement Area as set forth herein that Grantee determines within its sole discretion is necessary.

Grantor shall not place any landscaping, fences, structures or other obstructions, albeit temporary or permanent, within this Easement Area that would in any way hinder, delay, or impair the access and/or operation and maintenance of the utilities within the Easement Area.

Grantor acknowledges and represents that, by voluntarily granting this Easement, it has knowingly and voluntarily abandoned, released, and waived the development right(s), if any, which passed to Grantor with the conveyance of the fee simple interest of the parent tract.

This Easement shall be perpetual.

The Grantor covenants with the Grantee that it is lawfully seized and/or is a duly authorized representative of said lands and that it has good, right, and lawful authority to grant this Easement.

The Grantor and Grantee acknowledge and represent that, in the event of a mistake by one or both parties to this Easement as to the identity, situation, boundary, title, amount, or value of the Easement set forth herein and conveyed, any such mistake shall be considered mutual and equity will reform this Easement in order to conform to the intent of Grantor and Grantee as if the mistake did not occur.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF the Grantor hereunto set his/her/their hand and seal this ____ day
of _____ A.D. 2025

Item 2.

Signed, sealed, and delivered
in the presence of:

ARACCELIS MARQUEZ RUIZ,
a single person

↑ Witness signature ↑

Print witness name: _____

↑ Witness signature ↑

Print witness name: _____

Note: Two (2) witness signatures required, notary on reverse side may sign as a witness above.

STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned authority, this day personally appeared, by means of ☐ physical presence
or ☐ online notarization, _____, as _____ of _____, a Florida _____,
who is ☐ personally known to me or ☐ who produced a driver's license as identification, and who
executed the foregoing instrument, and acknowledged to and before me that he executed said
instrument for the purposes therein expressed.

WITNESS my hand and official seal this ____ day of _____, 2025.

My Commission expires:

Notary Public in and for the State of Florida at Large

(AFFIX NOTARY SEAL)

EXHIBIT A

Prepared by and return to:

This instrument prepared by: Linda Holewinski
 Real Estate Title Services, Inc.
 32 Third Street, SW
 Winter Haven, FL 33880
 (863) 299-6942
 File No.: 24-0381

INSTR # 2024293230
 BK 13381 Pgs 1064-1065 PG(s)2
 12/30/2024 11:07:47 AM
 STACY M. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 RECORDING FEES 18.50
 DEED DOC 2,233.00

[Space Above This Line For Recording Data]

WARRANTY DEED

This Warranty Deed Made this 19th day of December, 2024 by Signature Homes & Land Development of Florida LLC, a Florida Limited Liability Company, hereinafter called the grantor, whose post office address is: 522 Magnolia Ave, Auburndale, FL 33823

to: Aracelis Marquez Ruiz, a single person, whose post office address is: 7799 Scenic Hwy, Dundee, FL 33838, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Polk County, Florida, viz:

A tract of parcel of land lying in a portion of Section 27, Township 28 South, Range 27 East, Polk County, Florida and being more particularly described as follows: Commence at the Northeast corner for Lot 29, VISTA DEL LAGO - PHASE II - REPLAT, as recorded in Plat Book 179, Page 16, of the Public Records for Polk County, Florida, said point lying on the Southerly right of way boundary for State Road 17 (Alternate U.S. Highway No. 27), said right of way shown on Florida Department of Transportation Right-of-Way Map for Section 1609, Sheet 15; run thence South 69°32'52" East along said right of way boundary a distance of 60.00 feet; thence departing said right of way run South 20°27'08" West a distance of 145.30 feet to a point on the South boundary for said Section 27; thence run South 89°29'40" West along said South boundary line a distance of 64.25 feet to the Southeast corner for aforesaid Lot 29; thence run North 20°27'08" East along the Easterly boundary for said Lot 29 a distance of 168.28 feet to the Point of Beginning. Described tract or parcel being a portion of Lot or Tract 39 of Florida Highlands Company's Subdivision, as recorded in Plat Book 1C, Page 87, of the Public Records for Polk County, Florida.

Parcel Identification Number: 272827-835500-000392

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 12/31/2024, reservations, restrictions and easements of record, if any.

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates)

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Warranty Deed... continued

Signed, Sealed and Delivered in Our Presence:

Witness

Printed Name: AUBREY BREWER

P.O. Address: 32 Third St., SW
Winter Haven, FL 33880Signature Homes & Land Development of Florida
LLC, a Florida Limited Liability Company

By:

James M. Spivey, Manager

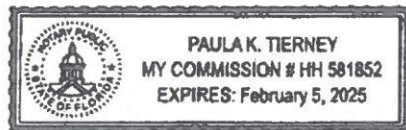
Witness

Printed Name: Paula K. Tierney

P.O. Address: 32 Third St., SW
Winter Haven, FL 33880State of Florida
County of Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of December, 2024 by James M. Spivey, Manager of Signature Homes & Land Development of Florida LLC who ☐ is personally known or ☒ has produced a driver's license as identification.

[Seal]

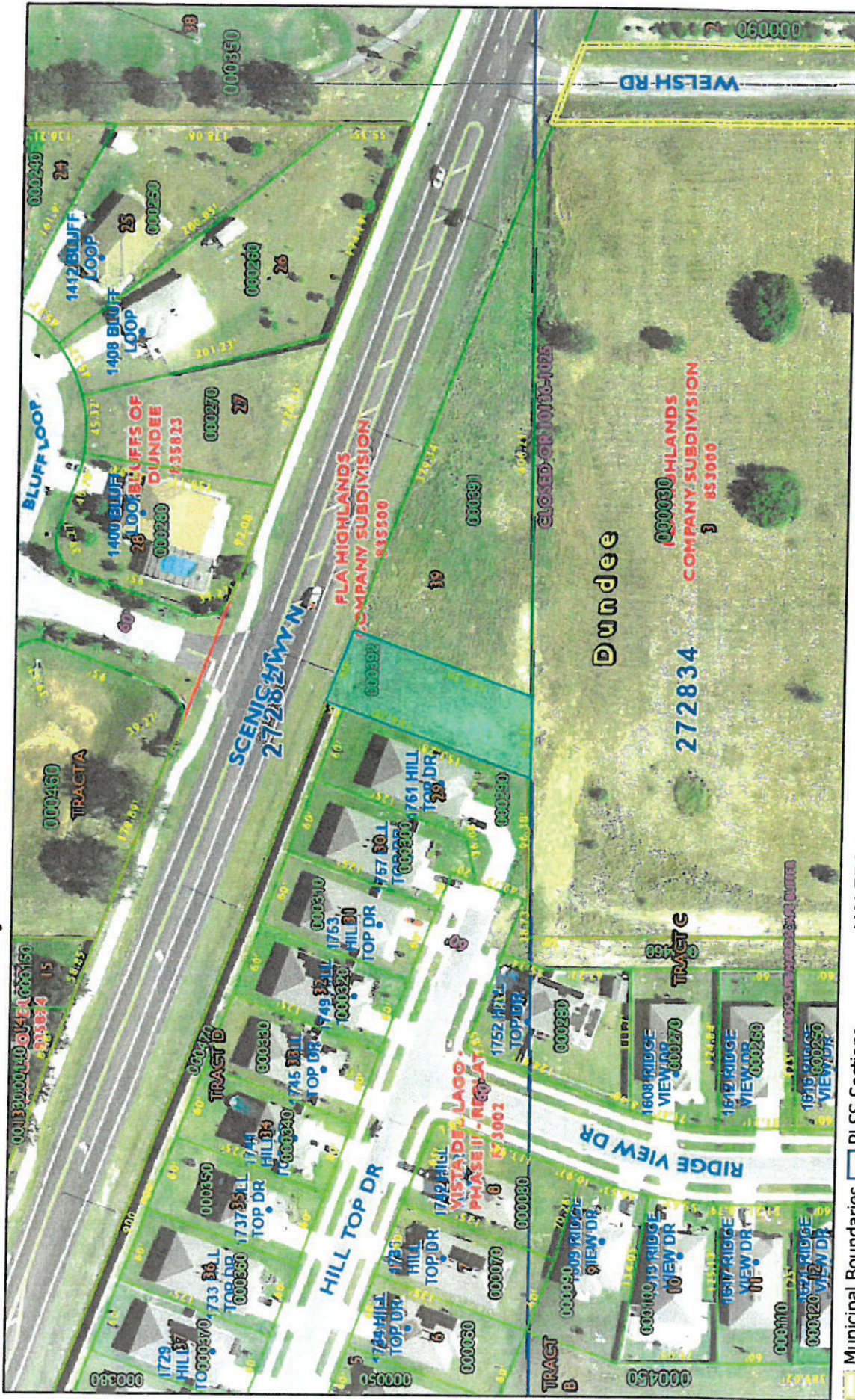


Notary Public

Print Name: Paula K. Tierney

My Commission Expires: _____

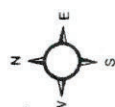
Utility Easement 0 Scenic Hwy



0 55 110 220 Feet

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

Item 2.



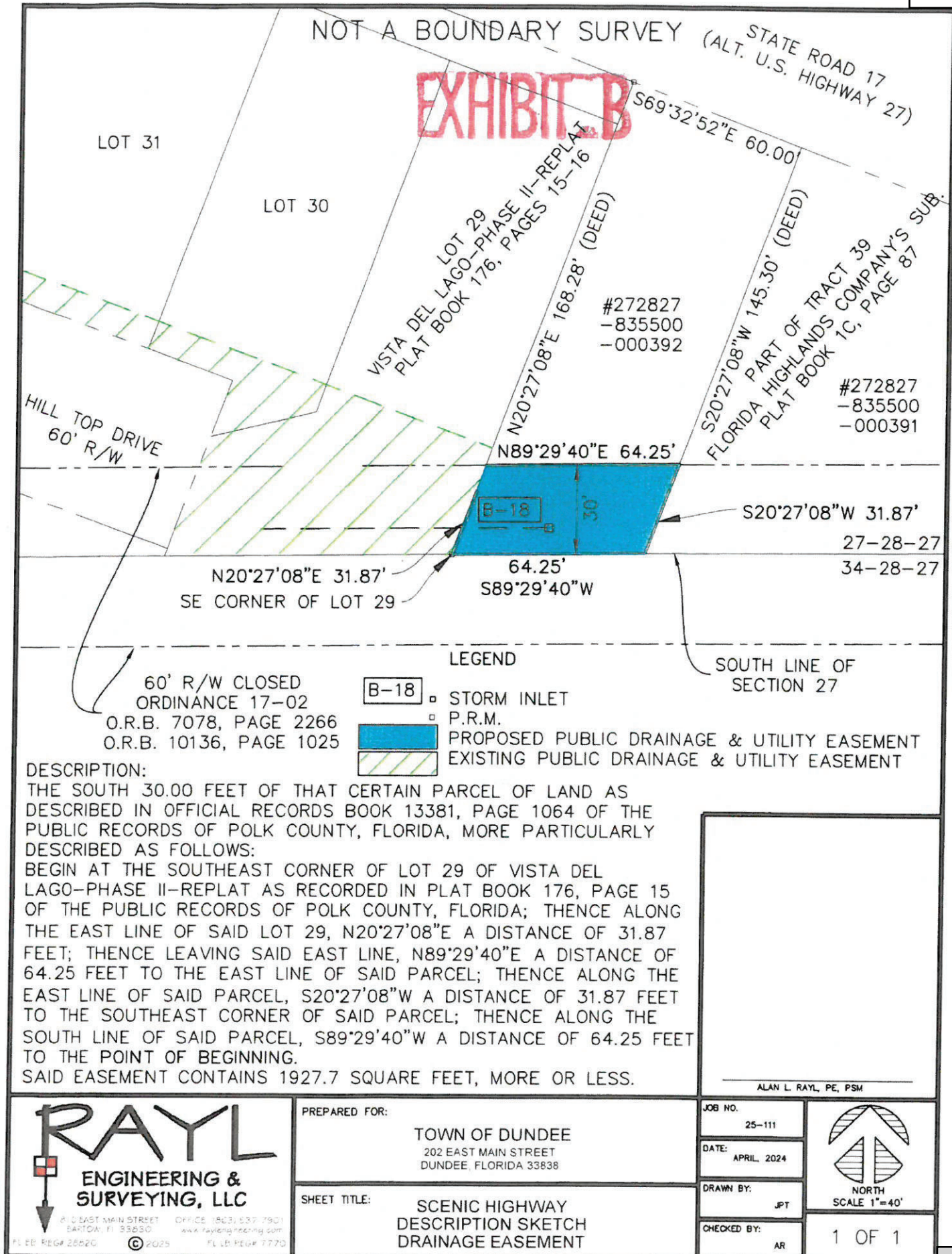
Polk County Property Appraiser
Polk County, Florida
May 14, 2025

HALFFOOT2023

RGB
Red: Band_1
Green: Band_2
Blue: Band_3

Municipal Boundaries
PLSS Sections
PLSS Subdivisions
E911 Site Address Points

Arrows
Parcels
PLSS Townships





TOWN COMMISSION MEETING

August 12, 2025 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, COMMUNITY CENTER A/C COIL REPLACEMENT
SUBJECT:	Community Center Air Conditioner Coil Replacement
STAFF ANALYSIS:	<p>During the summer camp program, staff experienced ongoing issues with the air conditioning system at the Community Center. After securing a technician to inspect the unit, it was discovered that the freon was leaking through deteriorated coils. The technician determined that the copper line had rotted due to the age of the unit, allowing freon to escape.</p> <p>To maintain minimal operation, staff temporarily recharged the unit with freon; however, this solution is only expected to last a few weeks. Staff has obtained two repair quotes and received one no-bid response. Given that the Community Center is fully booked with rentals for the next 6–8 months, staff recommends proceeding with the necessary repairs as soon as possible to avoid service disruptions and maintain facility usability.</p>
FISCAL IMPACT:	\$5,300.000
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Quote Sheet w/bids

**TOWN OF DUNDEE
PRICE QUOTE SHEET**

DATE: 8/1/2025DEPARTMENT: Facility MaintenanceNAME OF PERSON SECURING THE QUOTE: John ViceGENERAL DESCRIPTION OF ITEM: Replacement of A/V core at community center 15ton unitVendor Selected: ☒**VENDOR #1**COMPANY NAME: Richmond's Refrigeration A/CCONTACT NUMBER: 863-207-9984NAME OF REPRESENTATIVE: JackPRICE: \$5,300.00SHIPPING: N/ACOMMENTS: Replacement of A/V core at community center 15ton unitVendor Selected: ☐**VENDOR #2**COMPANY NAME: Nebula Heating & AirCONTACT NUMBER: 863-632-9818NAME OF REPRESENTATIVE: JohnnyPRICE: \$36,703.52SHIPPING: N/ACOMMENTS: Replacement of A/V core at community center 15ton unitVendor Selected: ☐**VENDOR #3**COMPANY NAME: Springer Bro's Air Conditioning & Heating LLCCONTACT NUMBER: 863-967-0449NAME OF REPRESENTATIVE: JoshPRICE: NO BIDSHIPPING: N/ACOMMENTS: Replacement of A/V core at community center 15ton unitDEPARTMENT DIRECTOR/SUPERVISOR: [Signature]DATE: 8/1/25FINANCE DIRECTOR APPROVAL: [Signature]DATE: 8/6/25TOWN MANAGER APPROVAL: [Signature]DATE: 8/6/25

ADDITIONAL COMMENTS: _____

SOLE SOURCE JUSTIFICATION: _____

ESTIMATE

Richmonds Refrigeration & A/C
LLC
PO Box 276
Aubumdale, FL 33823-0276

richmondrefrigeration@gmail.com
+1 (863) 207-9984



Item 3.

Bill to
dundee
Town Of Dundee

Ship to
dundee
Town Of Dundee

Estimate details

Estimate no.: 1009
Estimate date: 07/15/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Quoted Job		1	\$5,300.00	\$5,300.00
Total						\$5,300.00

Note to customer

Recover freon on 20 ton ac system for Community center. Replace condenser coil that is leaking. Pressure test system and vacuum. Charge system and check operations. Quote includes 10lbs of freon but price will be adjusted if system does not need that much.

Accepted date

Accepted by



NEBULA HEATING & AIR

150 3rd Street Southwest | SUITE #212 | Winter Haven, Florida 33880
8636329818 | johnnys@nebulahomeservices.com

RECIPIENT:

Town of Dundee

105 Center Street
Dundee, Florida 33838

Quote #196

Sent on Jul 29, 2025

Total \$36,703.52

Product/Service	Description	Qty.	Unit Price	Total
REPLACEMENT 20 TON CONDENSER AND AIR HANDLER COILS	<p>THIS QUOTE INCLUDES:</p> <ul style="list-style-type: none"> - Replacement of Inside and Outside Coils (S1-02651052000) & (S1-37330257000) - Replacement or Elimination of Leaking Solenoid Valve - Top-Off of Refrigerant R410A - Vacuum and Calibration of System - Pressure Test of System - Labor Warranty: 1 Year <p>Please be advised that we will not tear down or repair the wall if it is necessary to replace the unit; this will be the responsibility of the town.</p>	1	\$36,703.52	\$36,703.52

Total \$36,703.52

NEBULA ENTERPRICES, LLC. CAC1821973

HVAC Services Contract

This HVAC Services Contract (the "Contract") is entered into by and between NEBULA ENTERPRICES, LLC., hereinafter referred to as the "Contractor," and (CUSTOMER), hereinafter referred to as the "Customer," collectively referred to as the "Parties."

Scope of Work: It is understood that the scope of work that the Contractor agrees to perform will be based on the type of job required

The Contractor agrees to perform one or more of the following services for the customer:

HVAC installations

Removal and disposal of old equipment

Repairs and troubleshooting

Warranty jobs

Lending portable AC units (subject to availability and terms)

Maintenance plans

Payment Terms

Deposit: For installations, the Customer agrees to pay a deposit of 50% of the total agreed-upon amount before the job commences. The deposit serves as a confirmation of the Customer's commitment to the project.

Troubleshooting: For troubleshooting services, the Customer agrees to pay 100% of the estimated service charges after the diagnostic process.

Completion Payment: Upon completion or before completion of the installation, repair or maintenance, the Customer agrees to pay the remaining balance in full to the Contractor.

Maintenance plan payment and terms

The customer agrees to pay the annual maintenance plan fee in full at the beginning of the agreement term. Unless otherwise

The payment for subsequent annual renewals shall be due on or before the anniversary date of the agreement. Unless otherwise

Payment Method: Payments shall be made by payment methods offered by the Contractor at time of payment and are due upon completion of the job and creation of receipt.

The customer agrees to provide accurate and valid payment information for any recurring payments or automatic renewals. In the event of a late payment on a maintenance agreement, Nebula Heating and AC may assess a late payment fee as